



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, July 1, 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 each month at 1:30 p.m. Should additional time be needed, the zoning portion will continue on the following Tuesday.

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 DVDs can be requested by contacting Marion County Administration at 352-438-2300.

CALL TO ORDER**INVOCATION AND PLEDGE OF ALLEGIANCE****9:00 AM ROLL CALL****ANNOUNCEMENTS****1. PROCLAMATIONS AND PRESENTATIONS:**

- 1.1. [PRESENTATION - Marion County School Board Bus Brigade School Supply Drive - Tom Butler, MCPS Homeless Liaison \(Presentation Only\)](#)
- 1.2. [PRESENTATION - Fiscal Year 2023-24 Annual Comprehensive Financial Report Presented by the External Auditors - Clerk of Court \(Presentation Only\)](#)
- 1.3. [PROCLAMATION - Parks and Recreation Month - Jim Couillard, Marion County Parks & Recreation Director \(Approval and Presentation\)](#)
- 1.4. [PRESENTATION - Employee of the Quarter for April - June 2025 - Sara Caron, Human Resources Director \(Presentation Only\)](#)

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. [February 17, 2025](#)
- 3.2. [February 18, 2025](#)
- 3.3. [February 24, 2025](#)
- 3.4. [February 27, 2025](#)
- 3.5. [March 5, 2025 A](#)
- 3.6. [March 5, 2025 B](#)

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

- 4.1. [Request Approval of 2024-2026 Edward Byrne Memorial Justice Assistance Grant Program - Countywide](#)

5. CLERK OF THE CIRCUIT COURT:

- 5.1. **Budget Amendment**
 - 5.1.1. [Building Safety Fund - Building - \\$35,000](#)

- 5.1.2. [County Transportation Maintenance Fund - Transportation - \\$125,000](#)
- 5.1.3. [General Fund - Animal Services - \\$10,400](#)
- 5.1.4. [General Fund - Animal Services - \\$100,000](#)
- 5.1.5. [General Fund - Belleview Sportsplex - \\$27,000](#)
- 5.1.6. [General Fund - Facilities Management - \\$35,000](#)
- 5.1.7. [General Fund - General Government Capital - \\$111,170](#)
- 5.1.8. [General Fund - Legislative - \\$12,200](#)
- 5.1.9. [General Fund Grants Fund - Community Services - \\$25,000](#)
- 5.1.10. [Infrastructure Surtax Capital Project Fund - Infrastructure Tax Transportation - \\$740,135](#)
- 5.1.11. [Infrastructure Surtax Capital Project Fund - Multiple Cost Centers - \\$4,100,000](#)
- 5.1.12. [Insurance Fund - Insurance - \\$15,675](#)
- 5.1.13. [Insurance Fund - Insurance - \\$73,126](#)
- 5.1.14. [Marion County Airport Fund - Marion County Airport - \\$210,062](#)
- 5.1.15. [Marion County Utility Fund - Utilities Management - \\$80,000](#)
- 5.1.16. [Marion County Utility Fund - Utilities Wastewater System - \\$262,500](#)
- 5.1.17. [Marion County Utility Fund - Utilities Water System - \\$190,000](#)
- 5.1.18. [Multiple Funds - Multiple Cost Centers - \\$52,000](#)
- 5.1.19. [Stormwater Fund - Stormwater Program - \\$910,000](#)
- 5.2. **Project Adjustment**
 - 5.2.1. [Transfer Project Funds and Amend the Capital Improvement Program - Marion County Utility Fund - \\$120,000](#)
 - 5.2.2. [Transfer Project Funds and Amend the Capital Improvement Program - Infrastructure Surtax Capital Project Fund - \\$452,274](#)
- 5.3. **Clerk of the Court Items**

- 5.3.1. [Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 036100, 037240, 043073, 044653, 045169, 046238, 048668 and Information Technology's List](#)

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

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

- 6.1. [PUBLIC HEARING to Authorize Year Five \(5\) of the Annual Non-Ad Valorem Special Assessments to Enhance Medicaid Payments for Local Services and Adoption of a Resolution Relating to Same](#)
- 6.2. [PUBLIC HEARING to Consider an Ordinance to Amend Article XI of Chapter 10 of the Marion County Code to Add a New Category of Transportation Impact Fees: Fast-Food Restaurant with Drive-Thru; Adding a New Subsection 10-282\(b\) Adopting a Marion County Transportation Fee Update Study Supplement Dated June 6, 2025; Amending the Transportation Impact Fee Schedule in Section 10-327 to include the New Category and Fee Amount; Including Findings, and Administrative Procedures](#)

7. CONSENT:

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

7.1. Attorney:

- 7.1.1. [Request Approval of a Resolution Authorizing Acquisition of Real Property Interests by Gift, Purchase, or Eminent Domain for the SW NW 80th 70th Avenue Segment 1A Road Improvement Project in Marion County, Florida](#)
- 7.1.2. [Request Approval of a Resolution Authorizing Acquisition of Real Property Interests by Gift, Purchase, or Eminent Domain for the SW 40th Ave / SW 49th Ave Improvement Phase 1 Project in Marion County, Florida](#)
- 7.1.3. [Request Approval of the Mediated Settlement Agreement for the NW/SW 80th Ave and Hwy 40 Intersection from 1300' South of West Hwy 40 to 1600' North of West Hwy 40 Road and Drainage Improvement Project Fee Simple Right-of-Way Taking and Temporary Construction Easement Parcels \(Budget Impact - Neutral; expenditure of \\$1,884,951\)](#)

7.2. Community Services:

- 7.2.1. [Request Approval of a Modification Agreement Between Marion County and Lauren Hall \(McKittrick\) \(Budget Impact - None\)](#)

- 7.2.2. [Request Approval of Second Amendment of Marion County Standard Professional Service Agreement New Construction Project Between Habitat for Humanity of Marion County, Inc. and Marion County \(Budget Impact - None\)](#)
- 7.2.3. [Request Approval to Submit the 2025-26 Marion County Regional Opioid Abatement Plan to the Department of Children and Families \(Budget Impact - None\)](#)
- 7.2.4. [Request Approval to Submit the 2025-26 Marion County Opioid Abatement Plan to the Department of Children and Families \(Budget Impact - None\)](#)

7.3. Human Resources:

- 7.3.1. [Request Approval of Health Center Access Option for Employees and Dependents Not on County-Sponsored Insurance \(Budget Impact - None\)](#)

7.4. Procurement Services:

- 7.4.1. [Request Approval of Bid Award: 25B-112 DRA Fence Line and Rip Rap Treatment - J & J Aquatics Specialists, LLC, Lake City, FL \(Budget Impact - Neutral; expenditure of \\$61,022\)](#)
- 7.4.2. [Request Approval of Change Order 2 for Purchase Order 2500204: 24PB-296 Meter Boxes, Lids and Water Meters - National Metering Services, Inc., Kearney, NJ \(Budget Impact - Neutral; additional expenditure of \\$55,000\)](#)
- 7.4.3. [Request Approval of Change Order 2 to Purchase Order 2500776: 25Q-002 SW 40th Ave/SW 49th Ave Phase 1 - Art Walker Construction, Inc., Ocala, FL \(Budget Impact - Neutral; additional expenditure of \\$875,112\)](#)
- 7.4.4. [Request Approval of Change Order 2 & 3 to Purchase Order 02401106: 23Q-225 CR 475A \(SW 27th Avenue\) Improvements - Kittelson & Associates, Inc., Orlando, FL \(Budget Impact - Neutral; additional expenditure of \\$78,175\)](#)
- 7.4.5. [Request Approval of Change Order 4 to Purchase Order 2301249: 23Q-076 Marion County Sheriff's Office Remodel - The Lunz Group, LLC, Lakeland, FL \(Budget Impact - Neutral; additional expenditure of \\$25,000\)](#)
- 7.4.6. [Request Approval of Change Order 9 to Purchase Order 2100801: 20Q-190 SW 52nd St. Flood Relief - Kimley-Horn and Associates, Inc., Ocala, FL \(Budget Impact - Neutral; additional expenditure of \\$8,266\)](#)

- 7.4.7. [Request Approval of Contract Renewal: 19BE-192-CA-03 Website Upgrades, Agenda, & Captioning Services - Granicus LLC, St. Paul, MN \(Budget Impact - Neutral; expenditure of \\$73,613\)](#)
- 7.4.8. [Request Approval of First Contract Amendment: 25C-067-CA-01 Radius Emergency GIS Mapping Services - RapidDeploy, Inc., Austin, TX \(Budget Impact - None\)](#)
- 7.4.9. [Request Approval of Task Order: 20Q-161-TO-52 Construction Manager, Fire Station 11 Replacement Project - Dinkins Construction LLC, Ocala, FL \(Budget Impact - Neutral; expenditure of \\$6,933,514\)](#)
- 7.4.10. [Request Approval of Seventh Contract Amendment: 16Q-020-CA-07 SW 49th Ave South Phase, Segment F - Kimley-Horn & Associates, Inc., Ocala, FL \(Budget Impact - Neutral; total expenditure of \\$114,745\)](#)
- 7.4.11. [Request Approval of Purchases \\$50,000 and Over](#)

7.5. Tourist Development:

- 7.5.1. [Request Approval of Resolution of the Board of County Commissioners of Marion County Authorizing Tourist Development Funding Programs \(Budget Impact - None\)](#)

7.6. Transportation - County Engineer:

- 7.6.1. [Request Approval of a Purchase Agreement Associated with the SW 40th/49th Avenue Phase 1 Road Improvement Project for Parcel 2390-009-000 \(Budget Impact - Neutral; expenditure of \\$83,130\)](#)
- 7.6.2. [Request to Accept a Portion of SW 70th Avenue Road into the Marion County Maintained Road System \(Budget Impact - None\)](#)
- 7.6.3. [Request Approval of an Indemnification Agreement Between Sabana Owner, LLC and Marion County for the Proposed Sabana Reserve Subdivision, Application Number 32367 \(Budget Impact - None\)](#)

7.7. Utilities:

- 7.7.1. [Request Approval of Water Main Extension Connection Agreement WME-106-O Between New Home, LLC, and Marion County Utilities \(Budget Impact - Neutral; expenditure of \\$700\)](#)
- 7.7.2. [Request Approval of Water Main Extension Connection Agreement WME-108-O Between New Home, LLC, and Marion County Utilities \(Budget Impact - Neutral; expenditure of \\$700\)](#)

- 7.7.3. [Request Approval of Water Main Extension Connection Agreement WME-078-S Between Zephyr Homes, LLC, and Marion County Utilities \(Budget Impact - Neutral; expenditure of \\$65,132\)](#)
- 7.7.4. [Request Approval of Marion County Septic to Sewer Conversion Agreement Between John G. Noonan, as Bishop of the Diocese of Orlando, and Marion County \(Budget Impact - Neutral; up to \\$281,139 grant funding\)](#)
- 7.7.5. [Request Approval of Drinking Water State Revolving Fund Planning and Design Loan Agreement DW420630 Between Florida Department of Environmental Protection and Marion County \(Budget Impact - Neutral; \\$1,250,000 Principal Forgiveness Loan\)](#)

8. COUNTY ATTORNEY:

- 8.1. [Adoption of Resolution Designating an Administrative Authority Pursuant to Florida Statutes Section 177.071, as Amended by 2025 SB 784](#)

9. COUNTY ADMINISTRATOR:

- 9.1. [Request for Release of Lien on Code Enforcement Case Number 524014; Parcel Number 4221-004-006](#)
- 9.2. [Request for Release of Lien on Code Enforcement Case Number 932492; Parcel Number 00009-000-00](#)
- 9.3. [Request for Release of Lien on Code Enforcement Case Numbers 584889, and 765941; Parcel Number 0742-008-077](#)
- 9.4. [Presentation of the Final Marion County Vulnerability Assessment including Some Municipalities and Results; Grant Agreement 23PLN63 Between the Florida Department of Environmental Protection and Marion County](#)

10. COMMITTEE ITEMS: NONE

11. NOTATION FOR ACTION: NONE

12. GENERAL PUBLIC COMMENTS:

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

13. COMMISSIONER ITEMS:

13.1. Commission Comments

13.2. Commission Calendar

13.2.1. [Present Commission Calendar](#)

14. NOTATION FOR RECORD:**14.1. County Administrator Informational Items:**

- 14.1.1. [Present Letter to Stakeholders of District 5 Regarding the Medical Examiner Facility](#)
- 14.1.2. [Present Letters from Veterans Helping Veterans USA, Inc. Dated June 12, 2025 Regarding Request for Continuation of Funding in FY 2025-26 Budget](#)
- 14.1.3. [Present Letter from Aurora Oaks Community Development District Dated June 13, 2025 Regarding Proposed Budget FY 2026](#)
- 14.1.4. [Present Monthly Building Safety Productivity Report for the Month of May 2025](#)
- 14.1.5. [Present the Approved Marion County State Housing Initiatives Partnership Local Housing Assistance Plan 2025-26, 2026-27 and 2027-28](#)
- 14.1.6. [Present Letter from Lori Conrad, Marion County Public School Board Chair, Dated June 19, 2025 Requesting to Postpone Scheduling the Public Schools Planning Officials Meeting to February 2026](#)

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/>

14.4. Clerk of the Court:

- 14.4.1. [Present Administrative Budget Transfer Report for FY 2024-25](#)
- 14.4.2. [Present Regular Report of Utilization for Reserve for Contingencies](#)
- 14.4.3. [FY 2025-26 Public Defender Revised Budget](#)

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

- 14.5.1. [Parks & Recreation Advisory Council - March 19, 2025](#)
- 14.5.2. [Code Enforcement Board - May 14, 2025](#)
- 14.5.3. [Development Review Committee - June 2, and 9, 2025](#)
- 14.5.4. [License Review Board - May 13, 2025](#)
- 14.5.5. [Dog Classification Board - May 21, 2025](#)

- 14.5.6.** [Rainbow Lakes Estates Advisory Committee - May 15, 2025](#)
- 14.5.7.** Southwest Florida Water Management District (SWFWMD) - For Minutes and Agendas, Visit the Website at <http://www.WaterMatters.org>
- 14.5.8.** St. Johns River Water Management District (SJRWMD) - For Minutes and Agendas, Visit the Website at <https://www.sjrwmd.com>
- 14.5.9.** Transportation Planning Organization (TPO) - For Minutes and Agendas, Visit the Website at <https://ocalamariontpo.org>
- 14.5.10.** 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.: 2025-19463

Agenda Date: 7/1/2025

Agenda No.: 1.1.

SUBJECT:

PRESENTATION - Marion County School Board Bus Brigade School Supply Drive - Tom Butler, MCPS Homeless Liaison (Presentation Only)

INITIATOR:

Amanda Tart, Assistant County Administrator

DEPARTMENT:

Administration

DESCRIPTION/BACKGROUND:

Mr. Butler will kick off the annual Marion County School Board Bus Brigade School Supply Drive which will go through the month of July. During the August 5, 2025 Board meeting, the Commissioners will present the collected supplies to the School Board.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

For Information Only.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19465

Agenda Date: 7/1/2025

Agenda No.: 1.2.

SUBJECT:

PRESENTATION - Fiscal Year 2023-24 Annual Comprehensive Financial Report Presented by the External Auditors - Clerk of Court (Presentation Only)

INITIATOR:

Jennifer Cole, Finance Director

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Presentation of the Fiscal Year 2023-24 Annual Comprehensive Financial Report (ACFR) by the External Auditors.

The Annual Comprehensive Financial Report can be found at the following website:

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

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Presentation only.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19547

Agenda Date: 7/1/2025

Agenda No.: 1.3.

SUBJECT:

PROCLAMATION - Parks and Recreation Month - Jim Couillard, Marion County Parks & Recreation Director (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 U.S. House of Representatives has designated July as Parks and Recreation Month to highlight the integral role that parks and recreation programs play in communities across the country, including the State of Florida and Marion County; and

WHEREAS, these programs promote physical wellness by providing access to sports facilities, trails, fitness classes, and recreational leagues that encourage active lifestyles, while also supporting mental and emotional well-being through time spent in natural settings and through therapeutic recreation services for individuals with disabilities; and

WHEREAS, parks and recreation departments play a critical role in youth development by offering educational programs, environmental learning opportunities, summer camps, and out-of-school activities that foster personal growth, teamwork, and positive social behaviors; and

WHEREAS, Marion County's parks, greenways, and natural recreation areas preserve local ecosystems, contribute to environmental sustainability, and offer accessible spaces for residents and visitors to explore, play, and connect with nature; and

WHEREAS, parks and recreation initiatives contribute to economic growth by increasing property values, supporting tourism, attracting and retaining businesses, reducing crime, and strengthening the local economy;

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

“PARKS AND RECREATION MONTH”

DULY PROCLAIMED this 1st day of **July, 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.: 2025-19161

Agenda Date: 7/1/2025

Agenda No.: 1.4.

SUBJECT:

PRESENTATION - Employee of the Quarter for April - June 2025 - Sara Caron, Human Resources Director (Presentation Only)

INITIATOR:

Sara Caron, Director

DEPARTMENT:

Human Resources

DESCRIPTION/BACKGROUND:

The Employee of the Quarter program recognizes employees that go above and beyond to provide exceptional services to the citizens of Marion County and to reward exemplary employees for their accomplishments and contributions. The Employee of the Quarter can be nominated by co-workers, supervisors, citizens, or County Commissioners and must meet certain criteria in order to be qualified for consideration. The Employee of the Quarter is recognized by the Board, receives a day off with pay, and is included in the Ideal Team Player candidate pool. Each year, during Employee Appreciation, the County Administrator awards chosen employees with the Ideal Team Player award.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Presentation of Employee of the Quarter for the quarter ending in June 2025.



Marion County Board of County Commissioners

Human Resources

Employee of the Quarter Nominees

2nd Quarter 2025 (April - June)

Michael Hunter	Animal Services
Karen Lancaster	Animal Services
Maricel Rivera	Building Safety
Vanessa Beckett	Information Technology
Kristen Savage	Office of the County Engineer
Jared Peltz	Office of the County Engineer
Theresa Smail	Office of the County Engineer
Lacey Larramore	Public Relations
William Torrance	Solid Waste
Carrie Hyde	Utilities
Brandy Raymond	Utilities
Kevin Reilly	Utilities
Victor Shahid	Utilities



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19560

Agenda Date: 7/1/2025

Agenda No.: 3.1.

SUBJECT:
February 17, 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**

February 17, 2025

CALL TO ORDER:

The Marion County Board of County Commissioners met in regular session in Commission Chambers at 1:32 p.m. on Monday, February 17, 2025 at the Marion County Governmental Complex located in Ocala, Florida.

INVOCATION AND PLEDGE OF ALLEGIANCE:

The meeting opened with invocation by Chairman Bryant and the Pledge of Allegiance to the Flag of our Country.

1:30 PM 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: Growth Services Director Chuck Varadin, Deputy Director Ken Weyrauch, Transportation Planner Ken Odom, Senior Planner Chris Rison, Planners Kathleen Brugnoli and Cindy Chen, Administrative Manager Sage Dick, Staff Assistants Autumn Williams and Rebecca Brinkley, County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes and Assistant County Administrator (ACA) Tracy Straub.

1. PLANNING & ZONING AND DRC WAIVER REQUESTS - REQUEST PROOF OF PUBLICATION (AT 1:30 PM):

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

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

Deputy Clerk Lewter presented proof of publication of Legal ad No. 10983933 entitled, "Notice of Intention to Consider Adoption of an Ordinance" published in the Star Banner newspaper on February 3, 2025. The Notice states the Board will consider adopting an Ordinance approving Comprehensive Plan Amendment, zoning changes and Special Use Permits.

1.1. Planning and Zoning Consent Items:

Growth Services Director Chuck Varadin referred the development map shown on the overhead screens, which also contains a Quick Response (QR) code. The QR code will bring you to a webpage showing information for all the Planned Unit Developments (PUDs) that have been approved since 2016.

Mr. Varadin advised that the two (2) petitions listed on the Consent Agenda are recommended for approval by both the Planning Division and the P&Z Commission.

P&Z PUBLIC HEARING ON JANUARY 27, 2025

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

February 17, 2025

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

The Motion passed 7-0

Chairman Bryant opened the floor to public comment.

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

Commissioner Zalak requested both Agenda Item 1.1.1 and 1.1.2 be addressed individually. It was the general consensus of the Board to concur.

1.1.1. 250206ZC - Outland Oaks, LLC, Zoning Change from Single-Family Dwelling (R-1) to Rural Residential (RR-1), ±0.35 Acres, Parcel Account Number 06189-001-00, Site Address 4882 NW 165th Street, Reddick, FL 32686

The Board considered a petition by Outland Oaks, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from Single-Family Dwelling (R-1) to Rural Residential (RR-1), for all permitted uses, on an approximate 0.35 Acre Parcel, on Parcel Account Number 06189-001-00, Site Address 4882 NW 165th Street, Reddick, FL 32686

In response to Commissioner Zalak, Deputy Director Ken Weyrauch, Growth Services, advised that the structure to the east of the subject property is a manufactured home. He stated the property is zoned R-1, but according the Property Appraiser's Office the structure is a manufactured home. Mr. Weyrauch advised that this structure may have been grandfathered in because manufactured homes are not typically permitted in R-1 zoned properties.

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to approve the zoning change from R-1 to RR-1, agreeing with Growth Services Department staff and the P&Z Commission recommendations, based on findings that the proposed uses are compatible with the surrounding land uses, are consistent with the Comprehensive Plan and will not adversely affect the public interest. The motion was unanimously approved by the Board (5-0).

1.1.2. 25-S03 - Partners Self Storage, LLC, Small Scale Land Use Amendment from Medium Residential (MR) to Commercial (COM), 6.0 Acres, Parcel Account Number 39169-000-00, Site Address 7655 East Highway 25, Belleview, FL 34420

The Board considered a petition by Partners Self Storage, LLC, for a Land Use Change, Articles 2 and 3, of the Marion County Land Development Code, from Medium Residential (MR) to Commercial (COM), on an approximate 6.0 Acre Parcel, on Parcel Account Number 39169-000-00, Site Address 7655 E Highway 25, Belleview, FL 34420

In response to Commissioner Zalak, Mr. Weyrauch advised that the applicant did not provide a study to justify the land use change, noting staff did perform an analysis.

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

1.2. Planning and Zoning Items for Individual Consideration:

1.2.1. 250202SU - Springs Plaza Once, LLC, Special Use Permit to Allow for Package Sales of Alcoholic Beverages Within 500' of a Religious Institution, in a Community Business (B-2) Zone, 3.65 Acres, Parcel Account Number 9015-0197-02, Site Address 9413 SE Maricamp Road, Ocala, FL 34472

The Board considered a petition by Springs Plaza One, LLC, for a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code, to allow for package sales of alcoholic beverages within 500 feet of a religious institution, in a Community Business (B-2) zone, on an approximate 3.65 Acre Parcel, on Parcel Account Number 9015-0197-02, Site Address 9413 SE Maricamp Road, Ocala, FL 34472

P&Z PUBLIC HEARING ON JANUARY 27, 2025

250202SU Planning and Zoning Commission Recommendation

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

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

The Motion passed unanimously 7-0.

Transportation Planner Kenneth Odom, Growth Services, provided a brief overview of the SUP request to allow for package sales of alcoholic beverages within 500 feet of a religious institution, in a B-2 zone. He advised that there are 2 religious institutions in the area and both have submitted letters of support for the SUP, noting the only reason it is not on consent is because there was 1 letter received in opposition.

It was noted that Growth Services Department staff and the P&Z Commission recommends approval of the Special Use Permit with the following Conditions:

1. Liquor sales shall be limited to the hours of 10:00 AM to 9:00 PM, Monday through Thursday, and 10:00 AM to 10:00 PM, Fridays and Saturdays. No liquor sales will be allowed on Sundays.
2. The Special Use Permit shall run with the applicants (Rajesh Patel & Akshita Veerani) and not the property.
3. The Special Use shall terminate upon closure or sale of the business. The sale of the business shall constitute a requirement to re-apply for a Special Permit to continue operations.
4. The Special Use Permit shall expire on February 17, 2030; however, it may be renewed administratively three times for five years each by a written instrument signed and issued by the Growth Services Director prior to the expiration date (or position equivalent to the Growth Services Director at that time), unless:
 - There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit,
 - Neighboring property owners within 300' of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit, or
 - The Growth Services Director determines that renewal should be considered directly by the Board of County Commissioners through

the Special Use Permit review process (or review process equivalent at that time).

Commissioner Zalak questioned if the Conditions address how the business is advertised outside of the building. Mr. Odom advised that it does not, but the business is subject to the Land Development Code (LDC) signage policy.

In response to Chairman Bryant, Mr. Odom stated onsite consumption is not permitted.

Meet Patel, SW 16th Avenue, on behalf of the applicant, requested extended hours of operation for the liquor store, specifically proposing to be open from 10:00 a.m. to 2:00 a.m. Monday through Friday, and until 12:00 a.m. on Saturday, in an effort to remain competitive with nearby businesses, including TIME Nightclub.

Chairman Bryant expressed concerns about granting extended hours, particularly with a nightclub in close proximity, highlighting potential public safety issues such as patrons leaving the nightclub and possibly purchasing more alcohol in an altered state. She emphasized that allowing extended hours could lead to increased risk for both the community and patrons.

Commissioner McClain advised that there are 2 more liquor stores in the area and questioned the hours of operation. Mr. Odom stated he is unaware of the surrounding stores hours, but the proposed times mirror stores such as ABC liquor.

Commissioner Stone stated she has done several ride a longs with deputies in this area and she would not recommend extending the hours.

Chairman Bryant opened the floor to public comment.

Joseph Walker, SE 54th Place, Ocklawaha, presented a 3 page handout and expressed concerns relating to existing litter behind the building and the implications of increased activity due to the liquor store.

Chairman Bryant advised that public comment is now closed.

A motion was made by Commissioner McClain, seconded by Commissioner Curry, to adopt resolution 25-R-50 approving the zoning change request with Conditions 1 through 4, as presented, agreeing with Growth Services staff and the P&Z Commission recommendation, based on findings that the proposed use is compatible with surrounding land uses, is consistent with the Comprehensive Plan and will not adversely affect the public interest. The motion was unanimously approved by the Board (5-0).

Chairman Bryant urged the applicant to adhere to the SUP Conditions, noting any Code Enforcement violations could cause the SUP to be revoked.

1.2.2. 250205ZC - The Church at Westwood of Ocala, Inc., Zoning Change from General Agriculture (A-1) to Single-Family Dwelling (R-1), ±10.0 Acres, on Parcel Account Number 21629-001-01, Site Address 1700 NW 60th Avenue, Ocala, FL 34482

The Board considered a petition by The Church at Westwood of Ocala, Inc, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from General Agriculture (A-1) to Single-Family Dwelling (R-1), for all permitted uses, on an approximate 10.00 Acre Parcel, on Parcel Account Number 21629-001-01, Site Address 1700 NW 60th Avenue, Ocala, FL 34482

P&Z PUBLIC HEARING ON JANUARY 27, 2025

250205ZC Planning and Zoning Commission Recommendation

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

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

The motion passed, 6-1 with Mr. Lord dissenting.

Deputy Director Weyrauch, Growth Services, provided a brief overview of the request for a zoning change from A-1 to R-1. He advised that staff have received 36 letters of opposition to this request. Mr. Weyrauch stated this change was sought to facilitate the subdivision of approximately 1 acre intended for the development of a community home, known as Isaiah 117 House, which would serve as a foster care facility. He advised that the site is inside the Urban Growth Boundary (UGB), Secondary Springs Protection Zone (SSPZ) and is Medium Residential. Mr. Weyrauch stated staff is recommending approval. Mr. Weyrauch advised that there is a deed that does have reverter clauses requiring the property be utilized by the church, but that is a civil matter and not something staff can take into consideration when providing an analysis. He stated if the zoning is approved today the applicant could submit a plat for 75 foot lots and create up to 40 units total. It is likely that only between 25 and 30 units could be obtained.

Commissioner Stone questioned why a SUP would not meet the needs of the applicant. Mr. Weyrauch advised that the current A-1 designation does not support the proposed use or subdivision under the existing SUP processes. This limitation is due to a settlement agreement with On Top of the World (OTOW), which does not allow an SUP application for uses not specifically listed for a SUP in that zoning classification.

Mr. Weyrauch stated the intent is subdivide out 1 acre, which would create two non-conforming parcels within A-1 zoning.

In response to Chairman Bryant, Mr. Weyrauch advised that the Board has allowed a SUP with non-conforming uses in the past. He stated the only option for a SUP application would be for the Board to modify the LDC to include this Special Use in an A-1 designation, noting the applicant could also apply for a Planned Unit Development (PUD). David Tillman, Tillman & Associates Engineering, LLC, SE 16th Avenue, on behalf of the applicant, presented a 2 page handout containing a letter from New Life Family Church to Tillman & Associates and an 11x17 inch concept plan of the proposed project and a 2 page handout containing correspondence between the Marion Baptist Association and New Life Family Church. He stated the request is to rezone 1.21 acres from the 10 acre parent parcel. Mr. Tillman advised that if the property was to remain A-1 it will create a non-conforming lot, noting this would have a significant impact on the LDC. He reiterated the LDC would have to be modified in order to approve this as a SUP.

Mr. Tillman commented on the reverter clause placed on the deed of the property, which protects the land from becoming 70 foot wide lots. He advised that based on an R-1 designation and the underlying Medium Density land use the owner could only develop roughly 25 lots, noting the cost of water and sewer connections would not make this a financially feasible project. Mr. Tillman stated the intent of this property was not to develop it, but to provide a use that aligns with the Baptist Convention's mission. He stated the Baptist Convention does feel the proposed use fits their mission and will allow the division. The Baptist Convention does want a reverter clause to remain on the 1.21 acres to ensure that if the Isaiah 1:17 House ceases to exist the property will go back to the church.

Mr. Tillman advised that the proposed structure will look like a residential home. He stated this will be a place where individuals are transitioning from one location to another and the whole idea is for these children not to pass through a sterile institutional looking

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environment. The goal is to provide a place of comfort while awaiting permanent placement into a foster home.

Mr. Tillman advised that there are representatives present today to provide information on the Isaiah 117 House. He stated the facility will be here to serve the community and the children that are the most vulnerable. Mr. Tillman provided a brief overview of the services that will be offered onsite, noting the children are onsite less than 24 hours.

In response to Commissioner Zalak, Mr. Tillman advised that the ownership of the 1.21 acres will be transferred to Isaiah 117 House.

Commissioner Stone questioned if the facility no longer operates as the Isaiah 117 House would the property revert back to the Baptist Convention. Mr. Tillman advised that this language will be included in the deed.

Chairman Bryant opened the floor to public comment.

Kay Kimbrough, South Grady Avenue, Tampa, presented a 3 page handout containing a letter of opposition to the Board and the public zoning notification from Growth Services, on behalf of her mother Rebecca Kimbrough and read the letter into the record.

Ms. Kimbrough opined that the proposed use is not in compliance with the church's articles of incorporation that were recorded a year before the deed. She stated Isaiah 117 House is a non-profit charity, but is not a religious ministry and the articles of incorporation prohibit any non-religious use. Ms. Kimbrough commented on the revenue received by Isaiah 117 House, which would allow them to purchase property elsewhere in the County. She urged the Board to deny the zoning change request.

In response to Commissioner Curry, Ms. Kimbrough advised that she was not aware of the proposed zoning change until she received a public mailing. She stated her mother was not notified, but instead found out through neighbors.

Kevin Keen, NW 21st Street, opined that this is not the right location for this type of use. He advised that in 2024 the Church became a Department of Children and Families (DCF) location and since that time there have been 23 calls to Marion County Sheriff's Office (MCSO) for assistance. He expressed safety concerns of existing residents and urged the Board to deny the request.

Faith Hughes, NW 21st Street, stated the proposed use is not compatible with the surrounding area and urged the Board to deny the request.

Jerry Gilbreath, NW 12th Street, on behalf of Pansy Gilbreath, expressed opposition based on safety concerns.

Judith Downer, NW 21st Street, expressed opposition to the proposed rezoning request. She opined that the subject property is not the right location for this type of use.

Charles Back, Peregrines Perch Place, Lutz, advised that typically during a zoning hearing deed restrictions are not discussed because they are a civil issue; however, in this hearing deed issues are necessary because the failure to meet deed requirements precludes New Family Life Church from being an applicant and applying for this zoning change. He stated based on the deed requirements in the articles of incorporation New Life Family Church has not met the requirements to follow the Baptist faith and message, noting a basic tenant of any Christian church or denomination is to have weekly observance of the Lord's day. The church has been closed for over a year from January 21, 2024 through February 2, 2025, which was just after the first hearing held with the Planning and Zoning Commission. Mr. Back advised that the deed requires New Life Family Church to be a qualifying member of the Florida Baptist Convention (FBC) and the Southern Baptist Convention (SBC), but they are not a qualifying member of either based

on the FBC constitution or bylaws. They are not a member of the Marion County Baptist Association.

Kevin Ambler, North Tampa Street, Tampa, attorney on behalf of the Kimbroughs, presented a 19 page handout and commented on the reverter clause included in the deed when the land was originally donated to be used as a church. He stated there has been no evidence presented today showing the reversionary interests where in support of the subdivision and zoning change. Mr. Ambler provided a brief history of the property ownership.

Commissioner Zalak stated previous testimony was that the church is not currently operating and questioned how this impacts ownership. Mr. Ambler stated the church has already been in violation of the reverter clause, noting if no one is paying attention it may require someone informing the FBC of the noncompliance. He advised that there is a question as to whether or not the site is being operated as a Baptist church. Mr. Ambler stated the church is not being recognized any longer by the Marion Baptist Association as a Baptist church and there is currently DCF operations taking place onsite instead of Sunday services of worship. This is a separate legal matter that should be handled apart from this zoning request.

Samuel Ballinger, Nottingham Drive, Lutz, expressed opposition to the zoning change. He stated if approved this will end up in litigation as the intent of the original property donation was for this property to be utilized as a church.

Cindy Thompson, NW 12th Street, expressed opposition to the proposed zoning change citing safety concerns. She commented on the potential development that could take place if changed to R-1.

Ron Thompson, NW 12th Street, opined that this is not the proper location for this type of use. He commented on safety concerns and urged the Board to deny the request.

Jim Grasser, NW 12th Street, addressed safety concerns and opined that this is not the right location for this project.

Joe Katich, SW 106th Place, expressed safety concerns and advised that he is in opposition to the zoning change.

Commissioner McClain questioned where would be an appropriate location be for this type of use. Mr. Katich opined that the proposed area is too agricultural for this type of facility, noting concern for the farm animals. He stated he is unsure where it would be appropriate.

Vince Jacobs, NW 21st Street, advised that he has been in the group home business for 18 years, but still opposes this zoning change. He commented on safety concerns.

In response to Commissioner Stone, Mr. Jacobs advised his group homes were located in Dunnellon, Marion Oaks and Ocala, noting they were not located on his current residence.

Larry Stephens, NW 60th Avenue, advised that he has security footage of a deputy chasing a young man on his property that came from the church. He opined that the proposed use is a good cause, but is not appropriate at this location. Mr. Stephens stated church services have not been taking place for at least a year.

Diane Demrick, NW 12th Street, expressed opposition to the proposed zoning change and commented on other locations that would be better fit for this type of use.

Steve Hastings, NW 12th Street, did not appear when called upon to speak.

Art Ferrell, NW 63rd Court, advised that he strongly objects to the proposed rezoning. He stated he does not oppose the Isaiah 117 House, but this is not the right location.

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Rick Rudman, NW 12th Street, opined that this use would be better for an area that is already zoned appropriately.

In response to Mr. Rudman, Chairman Bryant clarified that the applicant is not requesting to create 40 lots on the subject parcel.

Mr. Rudman stated if the zoning change is approved then the applicant could in the future add additional lots.

Martha Wallace, NW 12th Street, commented on concerns with possible litigation should this be approved.

Danae Bunso, Aladdin Terrace, Jacksonville, advised that she was not sworn in.

Mr. Minter swore in Ms. Bunso.

Ms. Bunso advised that she serves as the Florida State Director for Isaiah 117 House and advised that the facility fits in with every Article of Incorporation of the church. She stated there are 59 locations over 13 states, noting a home is not opened without it being fully paid for and with 1 year budget in the bank. This is to avoid having to consider closing the doors. Ms. Bunso advised that Marion County has raised \$75,000.00 and no funds have come from the State. She stated Isaiah 117 House is a nonprofit organization, which is privately funded.

Ms. Bunso stated over 200 children have been served at the 2 locations currently in Florida, noting law enforcement has not been needed at either location. The organization's mission is to reduce trauma for children on removal day. She commented on previous remarks and advised that the organization does not wish to be in a location where they are not wanted. Ms. Bunso requested assistance on finding a piece of property where this use would be appropriate.

In response to Chairman Bryant, Mr. Tillman advised that the application is not being withdrawn.

Kellyann Curnayn, SE 41st Avenue, advised that the pastor did take a sabbatical, but the church was still together and serving the community. She commented on the types of children that will be brought to the facility and the environment that is needed.

In response to Ms. Curnayn, Mr. Minter advised that the reverter clause refers to both the Marion Baptist Association and the SBC.

Chairman Bryant clarified that the reverter clause was not in reference to this zoning application, but instead to the original mortgage for the building of the church.

Ms. Curnayn advised that she heard a rumor that if the zoning change is not approved someone may try to enact the reverter clause. She stated the property is now worth much more than it was when originally donated due to the nearby World Equestrian Center (WEC).

Mr. Minter stated based on testimony the church is being utilized as a DCF facility.

Chairman Bryant advised that once public comment is complete then she will have the applicant address the DCF claims.

Commissioner Zalak out at 3:12 p.m.

Jimmy Gooding, SE 36th Avenue, expressed concern on whether or not the Board considers this to be a legal application or not, noting Marion County, like every other local government in Florida, has recognized the dichotomy between private interest and public interest. He stated the Board is present today representing the public interest and is not here as enforcer of covenants or right of reverter. Mr. Gooding advised that a right of reverter clause in a deed does not negate the ability for someone to apply for a zoning change. He stated any litigation would be between the private entities and would not include the County. Mr. Gooding discouraged the Board from changing the policy that the

County has always followed and not requiring holders of every remainder interest in a piece of property to join in the applications.

Chairman Bryant advised that public comment is now closed.

Commissioner Zalak returned at 3:15 p.m.

In response to Chairman Bryant, Mr. Minter advised that if the zoning change is approved and this ends up in litigation the County would not be party to that litigation.

Mr. Minter referred to Proverbs 18:17, which states "The first to speak seems right, until someone comes forward and cross-examines". He stated the Board is present today to address the land use and not to address a civil lawsuit with pleadings, affirmative defenses, etc. Mr. Minter advised that upon reviewing the reverter clause the FBC has an option, which may or may not be enforced. He stated the County does not have the ability to enforce the reverter nor do the neighbors, only the FBC and Marion Baptist Association can, noting there may be other evidentiary issues that have not been brought forward. Mr. Minter recommended the Board make their decision based on the merit of the land use issues in the application.

Chairman Bryant questioned who the property reverts back to if this matter is taken to court and it is deemed that the property has not been used for its intended purpose. Mr. Minter advised that based on the face of the document provided today it would become vested in the FBC or its successor to be used for church and mission purposes, noting it does not say it goes back to the original grantor of the property. He opined that these issues could have been dealt with prior to bringing this request to the Board, noting it is not the Board's job to enforce deed restrictions or reverter clauses.

Mr. Tillman advised that he is able to provide electronical letters of support from the FBC and the Marion Baptist Association, noting they do not intend to enact the reverter clause should this be approved. The reverter would be requested to remain on the property for Isaiah 117 House. He opined that the services that will be provided constitute as mission work.

Commissioner Stone stated true Christianity is to care for the orphans and the widows, which is stated in the New Testament.

Mr. Tillman advised that currently, Kids Central Inc. is watching kids at the church, but it is not affiliated with Isaiah 117 House.

Chairman Bryant questioned if Kids Central Inc. is operating in the same capacity that Isaiah 117 House would be operating. Mr. Tillman stated it would be similar capacity, but not similar supervision or oversight. He advised that they are operated under considerably different models and would not be fair to compare the two.

Mr. Tillman advised that the reason for the zoning change is not to develop the property with multiple units, noting the reason is the rules for A-1 versus R-1 are exceptionally different and the latter allows the intended facility. He stated the property has Medium Density Land Use and is inside the Urban Growth Boundary (UGB). The request is to allow for a single house to do God's work.

In response to Commissioner Bryant, Mr. Weyrauch provided a brief overview of the differences between straight zoning change and a PUD relating to this project.

Chairman Bryant expressed concern as to why this was not brought before the Board as a PUD.

Commissioner Curry out at 3:26 p.m.

In response to Chairman Bryant, Mr. Weyrauch advised that a PUD application takes approximately 75 to 90 days to go through the process and there is a cost difference.

Commissioner Zalak opined that a PUD application would not meet the Comprehensive

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Plan requirements under Medium Density.

Commissioner Zalak questioned why the 1 acre parcel is not being separated out and rezoned by itself. Mr. Weyrauch advised that they are not allowed to make a non-conforming A-1 piece of property, noting the applicant would not be able to obtain permits. Commissioner Curry returned at 3:28 p.m.

General discussion ensued.

Pastor Ben Adams, New Life Family Church, provided a brief history of the church and the activities taking place onsite. He expressed support for the work being done by Kid Central Inc. and Isaiah 117 House.

Chairman Bryant commented on the foster issues across the nation and the importance of having a place for these children to go for assistance.

In response to Commissioner Stone, Mr. Tillman advised that Isaiah 117 House is not currently operating on this property.

Chairman Bryant passed the gavel to Commissioner Zalak who assumed the Chair.

Commissioner Bryant out at 3:38 p.m.

Ms. Bunso provided a brief overview of how the facility will operate and the services that are offered to each child who enters the facility.

Commissioner Bryant returned at 3:40 p.m.

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

In response to Chairman Bryant, Ms. Bunso advised that staff does not necessarily have to be in the home, noting the Child Protective Investigator (CPI) must be with the children and have eyes on the children at all times. Volunteers are also onsite. She stated a staff member does have the on-call phone 24/7 and there are cameras in the home. Ms. Bunso advised that the volunteers assist with gathering the tangible items for the children. She stated volunteers and staff have level 2, fingerprint, background checks, trauma care training, and house orientation, as well as County background and reference checks.

Mr. Tillman advised that the Board received the warranty deed of the current owner and the signature on the application is from a qualified signature of the Church of Westwood; therefore the application is appropriate. He stated also provided was a letter where the church voted to move forward with this application.

Commissioner Stone reiterated that the children onsite will be under 24 hours observation. She advised that Isaiah 117 House is not the same operation that is currently onsite.

Commissioner Zalak questioned if Conditions could be added to this if approved. Mr. Minter stated Conditions can only be placed if initiated by the applicant through a Developer's Agreement.

In response to Chairman Bryant, Mr. Tillman advised that the applicant is willing to enter into a Developer's Agreement.

Mr. Minter advised that he is willing to work with the applicant to create a Developer's Agreement that would keep this property from being divided further without coming back before the Board. He stated the letter provided to the applicant from the Marion Baptist Association waives any rights under the reverter clause.

A motion was made by Commissioner Zalak, seconded by Commissioner McClain, to approve the zoning change from A-1 to R-1 with a Developer's Agreement not allowing further subdivision of the property, agreeing with Growth Services staff and the P&Z Commission, based on findings and recommendations that the proposed use will not adversely affect the public interest, is consistent with the Comprehensive Plan and is compatible with the surrounding land uses.

Commissioner Curry advised that he is unable to support the request because he does not feel it is consistent with the land use, is not consistent with the area or is in the public's best interest. He stated should this not pass he will do everything he can to try and find a reasonable alternative site.

In response to Mr. Weyrauch, Commissioner Zalak advised that the zoning change would go into effect once the Developer's Agreement is approved.

Chairman Bryant clarified that the church can continue to operate as is without anything further from the Board. Mr. Weyrauch concurred, noting this type of situation has not come before the Board to his knowledge.

The motion was approved by the Board by a vote of 4-1, with Commissioner Curry dissenting.

(Ed. Note: The Deputy Clerk was not provided a copy of the letter of support by the FBC or the Marion Baptist Association.)

Commissioner McClain out at 3:54 p.m.

Chairman Bryant advised that due to Commissioner Zalak needing to leave at 5:15 p.m. Agenda Item 1.2.4 will be addressed at this time.

Mr. Weyrauch advised that the applicant for Agenda Item 1.2.3 has requested the matter be continued.

Chairman Bryant advised that any public comment for Agenda Item 1.2.3 will be taken after Agenda Item 1.2.4 has been heard.

Commissioner Stone out at 3:56 p.m.

Commissioner McClain returned at 3:56 p.m.

1.2.4. 250208ZP - Alluja, LLC, Zoning Change from Expired Planned Unit Development to Planned Unit Development for a Maximum Proposed Total of 310 Residential Units, 77.52 Acres, Parcel Account Number 15486-000-00, 3922 NE Jacksonville Road, Ocala, FL 34479

The Board considered a petition by Alluja, LLC, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from an expired Planned Unit Development (PUD) to Planned Unit Development (PUD) for a maximum proposed total of 310 residential units, on an approximate 77.50 Acre Parcel, on Parcel Account Number 15486-000-00, Site Address 3922 NE Jacksonville Road, Ocala, FL 34479

P&Z PUBLIC HEARING ON JANUARY 27, 2025

250208ZP Planning and Zoning Commission Recommendation

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

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

The motion passed, 4-3 with Mr. Behar, Mr. Heller, and Mr. Fisher dissenting.

Planner Kathleen Brugnoli, Growth Services, provided a brief overview of the request for a zoning change from Expired PUD to PUD. She advised that 91 notifications were sent out and as of this morning there were 16 letters of opposition.

Commissioner Stone returned at 3:58 p.m.

Ms. Brugnoli advised that the amenities provided would consist of walking trails, pickle ball court, playground, dog park, pocket park with seating and a club house ranging from 1,500 square feet (sf) to 2,000 sf.

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Ms. Brugnoli commented on the PUDs that have been approved in the nearby area. She advised that the Director of Student Assignment will provide information relating to the number of students the proposed PUD would generate (elementary 34, middle 14, high 23).

Chairman Bryant advised that the schools shown on the overhead screens are not correct, noting students from this area would attend Vanguard High School, Howard Middle School, and Oakcrest Elementary School.

Ms. Brugnoli advised that the applicant's traffic methodology was provided and approved as of January 16, 2025. The traffic study was submitted February 6, 2025 and is pending approval.

Chairman Bryant questioned if the traffic study is just based on the applicant's development or all of the development approved in the area. County Engineer Steve Cohoon, Office of the County Engineer (OCE), advised that the committed trips that were accounted for in the study were for Woodridge Place.

In response to Commissioner Zalak, Mr. Cohoon stated the current level of service (LOS) is "D".

In response to Commissioner Stone, Mr. Tillman advised that the Tri-Am RV Center is moving forward with their development. The current issue is the line for water and sewer has not been extended down the roadway; therefore, until that line is extended development cannot move forward.

Ms. Brugnoli advised that one of the recommendations made was that a northbound left turn lane was warranted on County Road 200A at driveway 1.

Ms. Brugnoli stated the closest ambulance and fire suppression response would be Station 1, which is located in Anthony and has a 6 minute travel time; the next closest would be Sparr with 13 minute travel time; followed by Rolling Greens and then Golden Ocala. She commented on the other potential PUDs that will also require Fire Rescue/Emergency Medical Services (EMS) Services in the area.

Deputy Chief Robert Graff, Marion County Fire Rescue (MCFR), advised that Fire Rescue/EMS is already at capacity in this area and additional resources are being considered.

In response to Commissioner McClain, Chief Graff advised that the Department is still in the planning process and the projects have not been budgeted yet.

Commissioner Zalak advised that the top 5 priority stations are not planned to be built in this area.

Commissioner Stone questioned when the station planned at the Fire College will be online. Fire Chief James Banta, MCFR, advised that in the growth plan the closest next station to this location would be Baldwin Ranch off of NW 63rd Street.

In response to Chairman Bryant, Chief Banta stated Baldwin Ranch station is currently not in the Capital Improvement Plan (CIP).

Chief Banta stated the station located at the Fire College (station 11) is not an additional station it is a rebuild of the current station that is right across the street. He advised that staff is in the final agreement stage with the State to work out the water and sewer agreements and some easement agreements.

In response to Commissioner Curry, Chief Banta advised that the Fire study is based on historical fire demands for this area.

General discussion ensued relating to Fire Rescue/EMS and MCSO capacity.

It was noted that Growth Services Department staff and the P&Z Commission recommends approval of the Special Use Permit with the following Conditions:

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

TABLE 2. SETBACKS (IN FEET)			
Direction	Adjoining Use	Proposed	Recommended
North	ROW	15'	15'
South	Residential Commercial	10'	10'
East	ROW	15'	15'
West	Residential	10'	10'

2. The PUD shall comply with the PUD Development Buffers listed in Table 3 below and as listed within the buffering plan provided.

TABLE 3. BUFFERS				
Direction	Adjoining Use	Required	Proposed	Recommended
North	ROW	15' C-Type	15' C-Type	Proposed
South	Residential Commercial	None	10' Modified C-Type	Proposed
East	ROW	15' C-Type	15' C-Type	Proposed
West	Residential	None	10' Modified C-Type	Proposed

3. A 6' privacy fence shall be included between the existing homes in the northeast corner of the PUD and the proposed homes.
4. The PUD shall be limited to a maximum of 310 detached single-family residences.
5. The PUD shall be developed consistent with the PUD plan provided.
6. 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.
7. The 1500-2000 square foot amenity center shall be built concurrently with the residential development and be completed by CO of the 100th residential unit
8. Sidewalk to be provided internally as shown in the PUD site plan.
9. The DRA will be required hold the total stormwater runoff volume generated from the 100-year, 24-hour storm event, with no off-site discharge.
10. 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.
11. The PUD must meet the LDC requirement of a minimum of 20% improved open space.
12. The final PUD master plan must be brought back and heard by the Board of County Commissioners for final approval.
13. An approved Traffic Study shall be provided prior to final master plan approval.

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14. Developers Agreement (OR Book/Pages 04407/0793-07997) shall be adhered to or Developer's Agreement to be modified or terminated prior to PUD being brought back for final master plan approval.

Ms. Brugnoli advised of two additional Conditions added by staff after the report was generated, which are as follows:

- Developer will work with Landscape Review to preserve as many existing trees as possible for buffering plan in lieu of standard plantings.
- Water and sewer connection will be through Marion County Utilities and at Developer's expense.

In response to Chairman Bryant, Ms. Brugnoli advised that the previous PUDs expired in 2010 and 2014.

Commissioner Stone questioned if a market analysis was completed to support the need for this development. Ms. Brugnoli advised that staff was not made aware of one.

Jimmy Gooding, SE 36th Avenue, attorney on behalf of the applicant, advised that the current owner (John Rudnianyn) did not own the property when the previous PUDs were approved. The applicant purchased the property a year before the most recent PUD expired. He stated the subject property is within the UGB and has a Medium Residential land use assigned.

Mr. Gooding advised that the applicant did not receive a copy of the Fire Rescue/EMS report until Friday, February 14, 2025. He expressed concern with the Board placing a moratorium on development based on a fire deficiency that the applicant and the Board were unaware of prior.

Chairman Bryant advised that the Board's main concern is public safety; therefore, the availability of MCFR services has to be considered.

Mr. Gooding advised that he understands the need to consider public safety, but requested the information be provided prior to the day of the hearing.

Mr. Tillman presented a 64 page handout and provided a brief overview of the proposed development plan.

In response to Commissioner Zalak, Mr. Tillman advised that the clubhouse is listed at 1,500 sf to 2,000 sf, noting a pool is not being proposed.

Mr. Gooding opined that the Condition relating to the water and sewer is not necessary as it is already included in the County Code and requested the Board, at a minimum, include language allowing changes to be made without coming back before the Board for a zoning change.

Mr. Gooding advised that the schools servicing this development would be Oakcrest Elementary (74 percent (%) capacity), Howard Middle (70% capacity) and either North Marion High (67% capacity) or Vanguard High (90% capacity), which have enough capacity available.

Mr. Gooding stated there are 77 acres of farmland that is surrounded by residential development, noting the previous owner did not object to those developments. He advised of the advantages the proposed development will have such as connection to central utilities, amenities, sidewalks and buffers.

Commissioner Curry questioned if the applicant has performed a marketing analysis of the area and expressed concern with amount of approved projects that have not been developed in that area. Mr. Tillman commented on the projects that have moved forward and are under construction in the area.

General discussion ensued.

John Rudnianyn, NE 3rd Street, owner, advised that a market analysis was performed and the project already has a buyer (Ryan Homes).

Chairman Bryant clarified that the market analysis the Board is referring to would be for the individual units and not the entire property.

Mr. Rudnianyn stated the northeast portion of the County has always been underserved. He advised that this project is different from what is being offered in other projects in the area, noting there is a need.

Mr. Gooding commented on the builders associated with the surrounding development and advised that Ryan Homes would like to start building in Marion County. He opined that any builder would do research to determine if they can sell their product.

Chairman Bryant advised that the Board has to ensure that the infrastructure is planned appropriately to accommodate the approved developments. She stated this PUD has already expired twice, noting each time it comes back additional units are requested.

Mr. Gooding stated the traffic methodology was approved by the County.

Chairman Bryant opened the floor to public comment.

Percy Unger, NE 39th Lane, expressed concerns relating to traffic, safety and the impact the development will have on his view.

Linda Decker, NE 6th Court, commented on the traffic issues in the area and the proposed buffers. She urged the Board to deny the zoning request.

Michelle Gibson, NE 12th Street, advised that she chose to move to Ocala due to low crime, low hurricane impact, low risk of flooding, art, wildlife and the Ocala wetland recharge park. She expressed concern with the impact further development will have on the aquifer. Ms. Gibson opined that the buffer should be increased to 25 feet. She commented on the impact the development would have on MCSO and Fire Rescue/EMS. Janice Keller, NE 59th Street, expressed concern with the impact this development will have on the surrounding environment.

Renee Fink, NE 5th Terrace, did not appear when called upon to speak.

Dana Burgess, NE 41st Street, commented on the number of units potentially coming to the area and the impact it will have on wildlife, schools and emergency response times.

Caroline Hazeltine, NE 42nd Street, addressed all the development happening in the surrounding area and commented on the existing traffic and infrastructure issues. She advised that she is in opposition to the proposed subdivision.

Scott Jacob, NE 39th Street, expressed concerns related to traffic, the impact the development will have on the quality of life of existing residents and school capacity. He advised of an email sent to Commissioners containing a petition with 556 signatures opposing the proposed development.

Charlene Davis, NE 35th Loop, commented on the proposed density compared to existing neighborhoods, noting the plan presented is not compatible with the surrounding area. She expressed concerns relating to traffic, infrastructure, and the impact this will have on MCSO and Fire Rescue. Ms. Davis urged the Board to table the matter to allow more in time to address neighboring concerns.

Amy Shaw, NE 37th Street, advised that she opposes this zoning change due to all the already approved developments within the area and the lack of infrastructure. She expressed concern relating to the potential for existing residents to be required to connect to central water and sewer and for the impact on public safety services.

Denise Guynn, NE 49th Street, commented on the quality of the new homes being built compared to the generational homes existing in the area.

Charlie Hazeltine, NE 42nd Street, expressed concerns related to school capacity and

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public safety resources.

Joseph Walker, SE 54th Place, Ocklawaha, commented on public safety, sidewalks and litter.

Randy Brown, NE 39th Street, advised that should a residential fire break out in the proposed development it would take out multiple houses due to their close proximity to one another, noting this will create more of a burden on firefighters.

Sam Rose, NE 42nd Street, expressed opposition to the proposed development and urged the Board to deny the request.

Chairman Bryant advised that public comment is now closed.

In response to Chairman Bryant, Ms. Brugnoli advised that per the LDC a 15 foot Type "C" buffer is required along the northern and eastern property boundary lines abutting the right-of-way (ROW). She stated for the western and southern boundary line it is single family against single family; therefore, a buffer is not required. The applicant has offered to install a 10 foot modified Type "C" buffer, which is above what is required by the LDC. Commissioner Zalak advised that there a lot of great trees along the road and requested those try to be preserved.

Ms. Brugnoli stated an added Condition was for the developer to work with Landscape Review to preserve as many existing trees as possible.

Mr. Tillman advised that the applicant is not objecting to this Condition.

Chairman Bryant stated she is not in favor of the proposed density. Commissioner Zalak concurred.

Commissioner Zalak advised that the next 20 years of road infrastructure that is planned is located in District 2 and District 5 with the exception of 31st. He stated he is not in favor of having an LOS D in his district and opined that the requested density is too high.

A motion was made by Commissioner Zalak to deny the zoning change.

Commissioner McClain requested to have more discussion before making a decision.

Commissioner Zalak withdrew his motion for denial.

In response to Chairman Bryant, Mr. Tillman advised that the market was different when the previous PUDs were approved, noting it was also requested by a different owner.

General discussion ensued.

Commissioner McClain opined that it is not government's roll to slow, stop or to control the market. He expressed concern relating to public safety and infrastructure.

Commissioner McClain advised that based on the Comprehensive Plan this is consistent.

In response to Chairman Bryant, Commissioner McClain advised that 1 acre lots is not feasible, noting what is being proposed is Market housing.

General discussion resumed.

Mr. Tillman addressed a development previously approved was allowed 80 foot lots, which is what the Board has requested on the subject property. A cost analysis was performed and it was determined that it would not be a feasible lot cost.

Chairman Bryant stated this may not be the time to develop the property.

Commissioner McClain stated housing prices are not decreasing.

Chairman Bryant advised that in 2010 Marion County lost 40% of its property values, noting the market is very cyclical. She stated properties are staying on the market longer than they have been.

Commissioner Zalak urged the Board to not allow this density in his district.

In response to Commissioner Curry, Commissioner Zalak advised that based on the land use the applicant is owed 1 to 4 units per acre. He stated all the Board has to allow is 77 units.

Commissioner Curry commented on the Board's responsibility as it relates to growth and development in Marion County and how he determines the best way to vote on these issues. He opined that the density requested is too great and he will not be supporting the matter. Commissioner Curry addressed the market conditions over the past year.

A motion was made by Commissioner Zalak, seconded by Commissioner Curry, to deny the zoning change from expired PUD to PUD.

Mr. Gooding opined that high interest rates are slowing down the market. He advised that developers would rather build on larger lots, but the smaller lots are what people can afford to purchase. Mr. Gooding stated the County's website shows a PUD as an option for flexible lot sizes to achieve more affordable housing.

Mr. Gooding advised that 2.86 units per acre is the average for the surrounding area. He opined that 4 units per acre is compatible. Mr. Gooding stated this property is in the UGB and near the City of Ocala Boundary, which makes it the area this type of density should be encouraged.

Mr. Rudnianyn commented on the history of the site and the possible development that can take place without the PUD. He stated this is an infill project.

Mr. Rudnianyn advised that he is willing to table the matter to allow time to work out a plan that the Board is more comfortable with.

Commissioner Zalak advised that his motion still stands.

Chairman Bryant advised that PUDs were never intended to allow for higher densities. She stated a PUD allows the neighbors to know exactly what will be going on the property and how the property will look.

Mr. Rudnianyn withdrew the application.

In response to Chairman Bryant, Mr. Minter advised that the applicant can withdraw the application.

Commissioner Zalak excused at 5:40 p.m.

1.2.3. 241209ZP - SW 60th Ave LLC, Zoning Change from General Agriculture (A-1) to Planned Unit Development to Allow for a Maximum Proposed Total of 73 Residential Units, ±27.12 Acres, Parcel Account Number 23834-001-01, Site Address 4805 SW 60th Avenue, Ocala, FL 34474

The Board considered a petition by SW 60th Ave, LLC, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from General Agriculture (A-1) to Planned Unit Development (PUD) to allow for a maximum proposed total of 73 residential units, on an approximate 27.12 Acre Parcel, on Parcel Account Number 23834-001-01, Site Address 4805 SW 60th Avenue, Ocala, FL 34474

P&Z PUBLIC HEARING ON JANUARY 27, 2025

241209ZP Planning and Zoning Commission Recommendation

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

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

The motion passed, 6-1 with Mr. Heller dissenting.

Deputy Director Weyrauch, Growth Services, advised that the applicant is requesting to continue this matter to a date uncertain, noting the applicant will have to pay for

readvertisements. He stated there are some issues between the applicant and staff pertaining to the buffers.

Miles Anderson, Miles Christian Anderson Consulting Engineers, Inc., East Silver Springs Boulevard, requested more time to work with staff to address concerns.

Chairman Bryant opened the floor to public comment.

Len Racippi, SW 85th Avenue, commented on the environmental impact and the violations over the years relating to the property. He recommended staff familiarize themselves with the Florida Department of Environmental Protection (DEP) Nexus information portal, which contains hundreds of files relating to this site.

Commissioner Curry questioned why DEP approved this site. Mr. Racippi stated DEP approved the site to be closed as a landfill. He advised that the proposed use is now residential, which is different than the carrying capacity of a landfill cover. Mr. Racippi commented on possible contaminants and risks associated with the project.

Marsha Armstrong, SW 52nd Street, did not appear when called upon to speak.

Douglas Shearer, South Highway 475, did not appear when called upon to speak.

Faith Hughes, NW 21st Street, did not appear when called upon to speak.

Chairman Bryant advised that public comment is now closed.

Mr. Anderson advised that there was a 5 year care on the property and DEP did fine the site in the initial stage. DEP has now approved the closure of the landfill. He stated as far as DEP is concerned the site has been closed and no further permitting requirements are necessary. Mr. Anderson addressed the stability of the ground, which was monitored through observation and resurveying. Borings will be done as the improvement plans move forward to review the depths of the debris and ensure everything is compacted correctly.

Mr. Weyrauch requested the matter be brought back before the Board within the next 6 months, noting if it does not come back prior to 6 months the applicant would have to start all over and pay for a new application.

Mr. Anderson stated the matter will come back before the Board sooner than 6 months.

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to continue this matter no later than September 2025 without additional fees.

Mr. Weyrauch clarified that the applicant would have to pay the advertisement fees.

The motion was unanimously approved by the Board (4-0).

1.3. Adoption of Ordinance

1.3.1. 25-S03

A motion was made by Commissioner Curry, seconded by Commissioner Stone, to adopt Ordinance 25-04 adopting Small Scale Comprehensive Plan Amendment No. 25-S03, agreeing with the Growth Services staff and the P&Z Commission recommendations, based on findings that the land use change will not adversely affect the public interest, is compatible with land uses in the surrounding area, is consistent with Chapter 163, FS and the Marion County Comprehensive Plan. The motion was unanimously approved by the Board (4-0).

Ordinance 25-04 is entitled:

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

25-S03, PARTNERS SELF STORAGE, LLC

+/- 6.0 ACRES
PARCEL NO. 39169-000-00
FROM MEDIUM RESIDENTIAL TO COMMERCIAL
PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING
FOR FINDINGS; PROVIDING FOR APPEALS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN
EFFECTIVE DATE.

1.3.2. The Deputy Clerk presented Affidavits of Mailing and Posting of Notices received from Growth Services Director Charles Varadin and Deputy Clerk Mills-McAllister regarding petitions for rezoning and Special Use Permits heard earlier in the meeting. A motion was made by Commissioner Curry, seconded by Commissioner Stone, to adopt Ordinance 25-05 amending the Marion County Zoning Map pursuant to individual decisions made by the Board on each application heard in the public hearing. The motion was unanimously approved by the Board (4-0).

Ordinance 25-05 is entitled:

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.

Chairman Bryant requested the Board consider moving the Monday zoning meetings start time from 1:30 p.m. to 1:00 p.m. going forward. It was the general consensus of the Board to agree.

There being no further business to come before the Board, the meeting thereupon adjourned at 5:52 p.m.

Kathy Bryant, Chairman

Attest:

Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19562

Agenda Date: 7/1/2025

Agenda No.: 3.2.

SUBJECT:
February 18, 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**

February 18, 2025

CALL TO ORDER:

The Marion County Board of County Commissioners met in regular session in Commission Chambers at 9:02 a.m. on Tuesday, February 18, 2025, at the Marion County Governmental Complex located in Ocala, Florida.

INVOCATION AND PLEDGE OF ALLEGIANCE:

The meeting opened with invocation by Chairman Bryant 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; Commissioner Craig Curry, District 1; Commissioner Matthew McClain, District 3; and Commissioner Michelle Stone, District 5. Vice-Chairman Carl Zalak, III, District 4, arrived shortly after the meeting commenced. 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, ACA Amanda Tart, and Executive Director of Internal Services Mike McCain.

Vice-Chairman Carl Zalak, III, District 4, arrived at 9:03 a.m.

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. PROCLAMATION - Engineers Week - Amber L. Gartner, P.E., on behalf of the Florida Engineering Society (Approval and Presentation)

The Board presented the Proclamation designating the week of February 16 through February 22, 2025 as "Engineers Week" to Amber L. Gartner, on behalf of the Florida Engineering Society, several staff members from the Office of the County Engineer (OCE), as well as representatives from the engineering community.

Amber Gartner advised that as part of the Engineers Week awareness campaign, the Florida Engineering Society encourages young students to pursue futures in Math, Science, Engineering, and Technology. She provided a brief overview of upcoming celebration events, which include the "Math Counts" competition designed for middle school students, noting this year 10 students from four different schools in Marion County, including Howard Middle School, North Marion Middle School, Liberty Middle School, and Belleview Middle School, would advance to the State competition scheduled for March 14, 2025. Ms. Gartner also advised of the upcoming "Engineering Day" activities at the Discovery Science Center, planned for March 15, 2025 designed for students aged 5 through 15, providing hands-on experiences such as constructing egg cradles and dropping them from bucket trucks. She commented on the organizations involvement with

February 18, 2025

the Institute for Human and Machine Cognition's (IHMC) "Science Saturday" program, which they will be hosting on April 4, 2025 offering enriching programs for students in third through seventh grade.

1.2. PROCLAMATION - Ocala Chapter, National Society Daughters of the American Revolution Month and 100th Anniversary - Renee Coventry, Regent, Ocala Chapter (Approval and Presentation)

The Board presented the Proclamation designating the month of March 2025 as the "Ocala Chapter National Society Daughters of the American Revolution Month" to Renee Coventry and several representatives from National Society Daughters of the American Revolution (DAR). The Proclamation also recognizes the Chapter's 100th anniversary.

Renee Coventry, Regent, Ocala Chapter, DAR, expressed her appreciation to the BCC for commemorating an important milestone. She commented on various initiatives undertaken by the Chapter, which included providing copies of the U.S. Constitution to Marion County's fifth-grade students, awarding scholarships, promoting literacy, and working with veterans. Ms. Coventry provided a brief overview of upcoming events organized by the Chapter to honor the anniversary and promote American history. These included the hosting of the American Battlefield Trust's American Revolutionary War Experience exhibit at Christ the King Anglican Church, happening during spring break from March 17th to the 21st, 2025. This free, educational event is aimed at all ages. She advised that the Chapter is lobbying for a dedicated space in the Marion County Veterans Park to honor Revolutionary War Patriots.

Chairman Bryant passed the gavel to Commissioner Zalak, who assumed the Chair.

Commissioner Bryant out at 9:20 a.m.

Commissioner Stone out at 9:20 a.m.

1.3. PROCLAMATION - 2025 Southeastern Youth Fair (Approval Only)

The Board approved the Proclamation recognizing the Southeastern Youth Fair's 85th anniversary.

1.4. PROCLAMATION - Eagle Scout Court of Honor - Baylie Ayala (Approval Only)

The Board approved the Proclamation congratulating Baylie Ayala upon attaining the status of Eagle Scout in the Boy Scouts of America organization.

Commissioner Stone returned at 9:22 a.m.

Commissioner Bryant returned at 9:22 a.m.

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

County Administrator Mounir Bouyounes advised of a revision to Agenda Item 1.4, noting a copy of the Proclamation congratulating Baylie Ayala upon attaining the status of Eagle Scout was inadvertently not attached to the Agenda packet.

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

Chairman Bryant requested staff provide a brief update relating to Agenda Item 6.1. (request to consider an Ordinance to amend Chapter 5.5 of the Marion County Building Code).

Mr. Bouyounes advised that staff are recommending additional revisions be made to the proposed Ordinance, noting staff will be requesting the BCC continue the public hearing scheduled this morning at 10:00 a.m.

Chairman Bryant opened the floor for public comment.

Robert J. Quirk, NE 28th Loop, addressed the Board in regard to Agenda Item 6.1. He stated the Preserve Estates at Wilderness Condominium Association was part of the catalyst for the proposed Ordinance. Mr. Quirk advised that he is very appreciative of the proposed Ordinance addressing gazebos, noting most of the lot owners in his subdivision are looking to build some type of shade structures on their properties. He commented on previous confusion as to whether a permit is required. Mr. Quirk advised that the proposed Ordinance relates to shade structures up to 160 square feet (sf) and opined that the size of gazebos needs to be increased at least 168 sf (12x14).

Chairman Bryant requested Mr. Quirk meet with Building Safety Director Michael Savage on this matter prior to the next public hearing.

Building Safety Director Michael Savage stated he will meet with Mr. Quirk to address this issue.

Chairman Bryant advised that public comment is now closed.

3. ADOPT THE FOLLOWING MINUTES: (3 sets)

3.1. October 29, 2024

3.2. November 5, 2024

3.3. November 7, 2024

A motion was made by Commissioner McClain, seconded by Commissioner Stone, to adopt the meeting minutes of October 29, November 5 and 7, 2024. The motion was unanimously approved by the Board (5-0).

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

George Albright, Tax Collector - Request for Board of County Commissioners to Select Newspaper to Advertise Real Estate and Personal Property with Delinquent Taxes Pursuant to Chapter 197.402, Florida Statutes

The Board considered the following recommendation from Tax Collector George Albright:

Description/Background: Summary of bids for May 2025 delinquent advertising: Estimated totals based on approximately 26,000 real estate and 775 tangible personal property delinquent accounts.

Voice of South Marion:

Real Estate \$0.31 line/\$0.93 per parcel	\$24,180
Tangible \$0.31 line/\$0.62 per parcel	\$ 481
Total	\$24,661

Ocala Gazette:

Real Estate \$0.33 line/\$0.99 per parcel	\$25,740
Tangible \$0.33 line/\$0.66 per parcel	\$ 512
Total	\$26,252

Ocala Star Banner:

Real Estate \$0.65 line/\$1.95 per parcel	\$50,700
Tangible \$0.55 line/\$1.10 per parcel	\$ 853
Total	\$51,553

February 18, 2025

Budget/Impact: None; proportional costs are added to each delinquent parcel.
Recommended Action: Motion to select newspaper and allow staff to advertise real estate and personal property with delinquent taxes pursuant to Florida Statutes 197.402.

Director of Tax Services Craig Silverman, Marion County Tax Collector's Office, presented a request for the BCC to select a newspaper to advertise real estate and personal property with delinquent taxes in accordance with Chapter 197.402, Florida Statutes (FS), noting this is a statutory requirement that needs approval from the BCC to move forward.

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to approve the selection of Voice of South Marion as the newspaper for advertising.

Commissioner McClain advised that in the past, the Board had looked into moving away from advertising through a newspaper to a fully online platform and expressed interest in revisiting this option to streamline the process.

County Administrator Bouyounes advised that a decision regarding online posting would have to come from the Tax Collector's Office, noting a similar initiative was explored in 2022, but it did not work out at that time. He stated staff had coordinated with all Constitutional Officers previously, but it didn't yield the desired results. As such, the issue remains unresolved. Mr. Bouyounes stated staff will revisit the initiative and conduct further discussions in coordination with all relevant Constitutional Officers to explore the feasibility of moving to an online platform for advertising delinquent taxes.

The motion was unanimously approved by the Board (5-0).

County Administrator Bouyounes advised of 2 Walk-On Items from the Tax Collector's Office that were to be addressed by the County Attorney's Office (under Item 8), but can be addressed at this time if the Board desires.

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to consider the Walk-On Items. The motion was unanimously approved by the Board (5-0).

8.2. Walk-On: Request Approval of Resolution Pursuant to Florida Statute 145.022, Establishing Salary for George Albright, Tax Collector of Marion County

The Board considered the following recommendation to adopt a Resolution as presented by County Attorney Matthew Minter:

Description/Background: Pursuant to Florida Statute 145.022, the Marion County Tax Collector has requested via letter attached that the Board of County Commissioners adopt a Resolution to continue the Tax Collector as an office under the County budget system, which provides that the Tax Collector's salary will be based on the rates and population figures set out in Chapter 145, Florida Statutes, subject to fees collected by the Tax Collector's Office being turned over to the Board of County Commissioners.

Mr. Albright indicates this request is consistent with prior resolutions for the same purpose.

Budget/Impact: Neutral.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute Resolution to continue the Tax Collector under the County budget system for the duration of his current term in office.

Attorney Vanessa Thomas, legal counsel for the Tax Collector's Office, advised that the request is to adopt a Resolution to continue the Tax Collector as an office under the

County budget system, which provides that the Tax Collector's salary will be based on the rates and population figures set out in Chapter 145, Florida Statutes (FS).

Chairman Bryant opened the floor to public comment.

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

In response to Commissioner Stone, Ms. Thomas stated the reason this came before the Board as a Walk-On Item is that there is usually a deadline to provide the information to the Department of Revenue (DOR).

A motion was made by Commissioner McClain, seconded by Commissioner Stone, to adopt Resolution 25-R-51 to continue the Tax Collector under the County budget system for the duration of his current term in office. The motion was unanimously approved by the Board (5-0).

Resolution 25-R-51 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR CONTINUATION OF THE TAX COLLECTOR ON THE BUDGET SYSTEM FOR THE DURATION OF HIS CURRENT TERM OF OFFICE AND PROVIDING FOR AN EFFECTIVE DATE

8.3. Walk-On: George Albright, Tax Collector - Request Approval for Marion County to Provide Payment of The Monthly Rental for One-Half of The Month of January 2025 and for The Months of February and March 2025 Until a Fourth Lease Renewal Agreement with Ocala Springs Shopping Center, LLC (Budget Impact - \$7,525)

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

Description/Background: The Marion County Tax Collector requests that Marion County agree to provide payment of the monthly rental for one-half of the month of January 2025 and for the months of February and March 2025 until a Fourth Lease Renewal agreement with Ocala Springs Shopping Center, LLC for a term of five (5) years commencing January 15, 2025 can be placed on a March 2025 Agenda for consideration by the Board of County Commissioners.

The Marion County Tax Collector has re-negotiated the terms of the renewal so that the current rental rate of \$3,010.00 per month, which includes CAM and tenant's share of operating expenses shall remain the same through year one (1) of a five-year renewal. The landlord is seeking a rental increase for years two (2) through five (5) to \$3,440.00 per month including CAM and tenant's share of operating expenses.

The provision to pay the rent due for half of January and the months of February and March 2025 do not cause an additional budget impact for fiscal year 2024/2025. The total amount of this request is \$7,525.00 to be paid to the landlord Ocala Springs Plaza, LLC.

Budget/Impact: \$7,525.00.

Recommended Action: Motion to approve providing payment of the monthly rental for one-half of the month of January 2025 and for the months of February and March 2025 until a Fourth Lease Renewal agreement with Ocala Springs Shopping Center, LLC for a term of five (5) years commencing January 15, 2025 can be placed on a March 2025 Agenda for consideration by the Board of County Commissioners.

Exhibit A-Letter from Tax Collector

Exhibit B-Current Lease Agreement.

Attorney Vanessa Thomas, legal counsel for the Tax Collector's Office, stated the request relates to one of the Tax Collector's branch offices located in Ocala Springs Shopping Center on the corner of Highway 326 and Highway 441. She commented on an upcoming lease renewal, noting the request is to continue lease payments for this branch office through March to allow time for negotiating new lease terms. Ms. Thomas noted once the new lease renewal has been negotiated, it will come back to the BCC for approval in March 2025.

In response to Chairman Bryant, Ms. Thomas stated she will work with the property owner to try and have future lease renewal dates coincide with the County's fiscal year (FY).

Chairman Bryant opened the floor to public comment.

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

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to approve providing payment of the monthly rental for one-half of the month of January 2025 and for the months of February and March 2025 until a Fourth Lease Renewal agreement is executed with Ocala Springs Shopping Center, LLC for a term of five (5) years commencing January 15, 2025.

Commissioner Stone expressed her appreciation to the Tax Collector for having branch offices located throughout the County for the convenience it offers to citizens.

The motion was unanimously approved by the Board (5-0).

5. CLERK OF THE CIRCUIT COURT:

5.1. Budget Amendment

Clerk Harrell advised that Item 5.1.16 specifically relates to Consent Agenda Items 7.8.3, 7.8.4, and 7.8.5.

Commissioner Stone stated she would like to move forward Consent Agenda Items 7.8.3, 7.8.4, and 7.8.5. to be considered at the same time as the Board adopts the Budget Amendment Resolutions. It was the general consensus of the Board to concur.

Upon motion of Commissioner Stone, seconded by Commissioner Curry, the Board adopted the following Budget Amendment Resolutions transferring funds as presented by Clerk Harrell; as well as approving coinciding Consent Agenda Items 7.8.3, 7.8.4, and 7.8.5.

5.1.1. 25-R-52 – 2nd Local Option Fuel Tax Fund - Transportation Improvement 2nd 5 Cents - \$9,998,263

5.1.2. 25-R-53 - Building Safety Fund - Building - \$180,000

5.1.3. 25-R-54 - County Transportation Maintenance Fund - Road and Street Facilities - \$5,049,840

5.1.4. 25-R-55 - Fine and Forfeiture Fund - Sheriff Regular Transfer - \$8,278

5.1.5. 25-R-56 - General Fund - Clerk to County Commission Transfer - \$6,213

5.1.6. 25-R-57 - General Fund - Fleet Management - \$9,000

5.1.7. 25-R-58 - General Fund - Multiple Cost Centers - \$31,000

5.1.8.a 25-R-59 - General Fund - Multiple Cost Centers - \$84,702

5.1.8.b 25-R-60 - General Fund - Multiple Cost Centers - \$157,257

5.1.9. 25-R-61 - General Fund - Sheriff Emergency Management Transfer - \$7,360

5.1.10. 25-R-62 - General Fund - Sheriff Jail Transfer - \$6,461

5.1.11. 25-R-63 - Infrastructure Surtax Capital Project Fund - Infrastructure Tax Transport - \$926,372

- 5.1.12.** 25-R-64 - Insurance Fund - Employee Health - \$49,240,169
- 5.1.13.** 25-R-65 - Marion County Utility Fund - Utilities Water System - \$100,000
- 5.1.14.** 25-R-66 - MSTU for Law Enforcement - Sheriff Patrol CID Transfer - \$60,933
- 5.1.15.a** 25-R-67 - Multiple Funds - Multiple Cost Centers - \$97,055
- 5.1.15.b** 25-R-68 - Multiple Funds - Multiple Cost Centers - \$3,526
- 5.1.16.** 25-R-69 - Parks and Recreation Fees Fund - Parks and Recreation Fees - \$1,841,864

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

Commissioner Zalak commented on Budget Amendment Resolution 5.1.16, noting he is excited about the new fields that will be going in at the Rotary Sportsplex.

Commissioner Stone advised that while attending the Central Florida Metropolitan Planning Organization (CFMPO) meeting, she was approached by a Commissioner from Seminole County who told her that he comes to Marion County frequently because his grandchild plays at these fields and spoke highly of the County's sports fields.

5.2. Clerk of the Court Items

5.2.1. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 040716, 040733 and 050817

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to approve the Acquisition or Disposition of Property Forms for 040716, 040733 and 050817. The motion was unanimously approved (5-0)

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.

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

7.1. Administration:

7.1.1. Request Approval of Small Project Completion and Certification Form for Hurricane Idalia Damages (Budget Impact - Additional Revenue of \$14,097)

The Board accepted the following recommendation as presented by County Administrator Mounir Bouyounes:

Description/Background: Marion County has submitted one (1) project to The Federal Emergency Management Agency (FEMA) for reimbursement of Emergency Protective Measures for Hurricane Idalia. FEMA has reviewed the documentation and transferred the project to the State of Florida for 100% reimbursement.

The reimbursement is to be deposited in the funds as shown below:

Row Labels	Sum of Amount
0010-General Fund	\$13,311.13
1120-Fire Rescue and EMS Fund	\$473.01
1320-Silver Springs Shores Special Tax District	\$118.11
4520-Marion County Utility Fund	\$194.00
Grand Total	\$14,096.25

Budget/Impact: Revenue generating; additional revenue of \$14,097.

Recommended Action: Motion to approve and authorize the Chair to execute the Small Project Completion and Certification Form for Hurricane Idalia Damages.

7.2. Attorney:

7.2.1. Request Approval of Settlement Agreement for Water and Wastewater Improvements related to Oak Trace Villas Phase 2 and Phase 3 Development

The Board accepted the following recommendation as presented by County Attorney Matthew Minter:

Description/Background: This agreement goes back to 1999, and relates to provision of County Water and Wastewater Services to a development known as Oak Trace Villas at SW 85th Ct, off of SW 103rd Street Road, which connects to SR 200. The property was in a Federal Court receivership in the late 90's, and in 1999, the Receiver entered into Marion County Water and Wastewater System Standard Developer's Service Agreement Contract No. 99-07. The Receiver assigned its rights under that Agreement to the current developer's predecessor, 103rd Street Partnership, who has now assigned its rights under the Agreement to the current developer, Straight Line Construction of Gainesville, LLC. For several years, Marion County staff and the County Attorney's Office have engaged in negotiations with developer's representatives, with the main focus on quantifying the number of Water and Wastewater Equivalent Residential Connection (ERC) credits that the developer is entitled to. We now have a developer actively proceeding with development of Phase 2 and Phase 3 of Oak Trace Villas, and this Agreement will resolve those issues, specifically as provided in Section 6.1, 42 Water Credits and 42 Wastewater Credits to be used for Water and Wastewater Capital Charges for the developments within 7 years of execution of the settlement agreement. These determinations were based on the best available information, relating back to the 1999 Agreement, and in order to avoid the expense of uncertain litigation between the parties.

Budget/Impact: Neutral.

Recommended Action: Motion to Approve Settlement Agreement for Water and Wastewater Improvements related to Oak Trace Villas Phase 2 and Phase 3 Development.

7.3. Community Services:

7.3.1. Request Approval of a Fourth Modification Agreement Between Marion County and Willie Mae Scott and Calvosia Lamar Bradley (Budget Impact - None)

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

Description/Background: On February 15, 2002, Community Services assisted Willie Mae Scott with State Housing Initiatives Partnership (SHIP) Housing Program funds. Ms. Scott was approved for a home replacement in the amount of \$66,427.28 with the original Mortgage and Promissory Note recorded with the Marion County Clerk of Court on February 20, 2002. Throughout the years additional modifications have been made on behalf of the homeowner. Staff identified that Ms. Scott passed away and realized that her son Mr. Calvosia Lamar Bradley was awarded the home through the probate process. Therefore, this modification allows her son to assume all rights and duties of the Borrower and

resumes monthly mortgage payments to the County for the remaining loan terms. Staff has communicated with Mr. Bradley and recommends approval of the modification.

Budget/Impact: None.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Mortgage Modification between Marion County and Calvosia Lamar Bradley, son of Willie Mae Scott and all necessary documentation associated with the Marion County SHIP Housing Program Funds.

7.3.2. Request Approval of the Second Amendment to Marion County Standard Professional Services Agreement Challenge Grant Program Between Marion County and Ocala Housing Authority (Budget Impact - Neutral; not to exceed \$184,973)

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

Description/Background: Marion County Ocala/Marion Joint Office on Homelessness receives \$86,000 in Challenge Grant funding annually from the Department of Children and Families. On March 5, 2024 the Board of County Commissioners (BCC) approved an 8th amendment that increased Challenge Grant Funds to the Continuum of Care by \$369,944.82.

On July 2, 2024 the BCC approved an agreement with Ocala Housing Authority (OHA) to administer \$56,844 in Challenge Grant funds to provide permanent supportive housing to homeless families. On October 15, 2024 the BCC approved a first amendment to increase the agreement by \$39,292.80. This second amendment to OHA will increase its agreement by \$184,972.41 for a total amount of \$281,109.21. This additional funding will assist with case management and necessary repairs needed to OHA's permanent supportive housing units. The Continuum of Care Board of Governors supports the increased funding to OHA.

Budget/Impact: Neutral; not to exceed \$184,972.41.

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

7.4. Development Review Committee:

7.4.1. Request Approval of a Final Plat for Harmony Estates, Parcel Numbers 47659-000-01 and 47659-000-02, Application Number 32085 (Budget Impact - None)

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

Description/Background: This is a request to approve the Final Plat for Harmony Estates.

This subdivision is located in the southeast portion of the County containing six (6) lots and zero (0) miles of road on approximately 71.44 acres.

This Final Plat was approved by the Development Review Committee on February 3, 2025.

Budget/Impact: None.

Recommended Action: Motion to approve the Final Plat for Harmony Estates and authorize the Chairman and Clerk to execute the same.

7.4.2. 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 Dungarven Ridge, Parcel Number 02691-000-00, Application Number 32273 (for Agricultural Lot Split Application Number 32272) (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 125.78 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 January 27, 2025 to recommend approval by 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.

7.5. Fire Rescue:

7.5.1. Request Approval of the Grant Agreement for Community Paramedicine Services between the Community Foundation for Ocala/Marion County and Marion County (Budget Impact - Revenue of \$100,000)

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

Description/Background: Marion County Fire Rescue's (MCFR) Community Paramedicine approach, mission, and purpose is to reduce health spending while improving the health status of Marion County residents. This program assists citizens in finding the resources needed while reducing the utilization of 9-1-1 emergency services and reducing the opiate crisis within our community.

On January 21, 2025, the Marion County Board of County Commissioners (MCBCC) approved the Third Amendment to Community Paramedic Program agreement to accept the awarded funds of \$100,000 from Florida Hospital, Inc., a Florida not for profit corporation, d/b/a AdventHealth Ocala in partnership with the Community Foundation for Ocala/Marion County.

This grant agreement for Community Paramedicine services is to approve the agreement between MCBCC and the Community Foundation to accept the funds that are awarded from AdventHealth Ocala.

Budget/Impact: Revenue of \$100,000.

Recommended Action: Motion to approve the Grant Agreement for Community Paramedicine Services between the Community Foundation for Ocala/Marion County and Marion County.

7.5.2. Request Approval of Purchase Agreement Amendment 101 between Lutheran Services Florida and Marion County Board of County Commissioners d/b/a Marion County Fire Rescue for Coordinated Opioid Recovery Network of Addiction Care (Budget Impact - Neutral)

The Board accepted the following recommendation as presented by Fire Chief Banta, MCFR:

Description/Background: Marion County's Community Paramedicine approach, mission, and purpose is to reduce health spending while improving the health status of the residents of Marion County. The scope of work is for Marion County Fire Rescue (MCFR) to provide overdose (OD) patients with treatment that includes use of specialized emergency medical services (EMS) protocols for overdose and acute withdrawal to minimize precipitating symptoms.

MCFR will work with existing project partners and collaborate with Lutheran Services Florida to ensure patients are rapidly treated by EMS for OD withdrawal symptoms at both AdventHealth and HCA Ocala emergency department. This includes use of specialized EMS protocols as defined by the integrated Community Paramedicine Program Medical Director for OD and acute withdrawal to minimize advancing symptoms.

The purpose of this amendment is to remove monthly status reports and add the language of the Health Insurance Portability and Accountability Act.

Budget/Impact: Neutral.

Recommended Action: Motion to approve the Purchase Agreement Amendment 101 between Lutheran Services Florida and Marion County Board of County Commissioners d/b/a Marion County Fire Rescue for coordinated opioid recovery network of addiction care.

7.6. Growth Services:

7.6.1. Request for Approval for Assignment of Transferrable Development Credits (TDC 2009-01A) from Weyerhaeuser Company (Successor to Plum Creek Land Company and Plum Creek Timberlands, L.P.) to Weyerhaeuser NR Company for 558 Transferable Development Credits

The Board accepted the following recommendation as presented by Growth Services Director Chuck Varadin:

Description/Background: In 2009, the Board approved accepting a conservation easement over 1,957 acres from the Plum Creek companies, and in return issued 1,957 transferable development credits ("Credits") which the then petitioner requested be assigned to two of their then specific companies as follows: Plum Creek Land Company, 1,399 credits; Plum Creek Timberlands, L.P., 558 credits. The Plum Creek companies have since been acquired by and incorporated into the Weyerhaeuser Company, as the successor Credits holder. The Weyerhaeuser Company is requesting to assign 558 Credits to the Weyerhaeuser NR Company. The request is intended to update contact information on file with Marion County to facilitate private parties seeking to acquire their Credits.

The *Assignment of Transferrable Development Unit Credits* executed by Weyerhaeuser Company to Weyerhaeuser NR Company is attached. Transfer of the Credits will be effective upon recording of the executed form.

Budget/Impact: None.

Recommended Action: Motion to approve the attached Assignment transferring 558 Credits from Weyerhaeuser Company to Weyerhaeuser NR Company, and authorize the Chairman to sign the *Assignment of Transferrable Development Unit Credits* form to reflect the Board's approval.

7.7. Human Resources:

7.7.1. Request Approval of the Reclassification of One Staff Assistant Position, Pay Grade 104 Non-Exempt, to One 911 Specialist Position, Pay Grade 103-108 Non-Exempt, within the Budget of 911 Management CM313525 (Budget Impact - Savings of \$2,362)

The Board accepted the following recommendation to adopt Resolution 25-R-70 as presented by Human Resources (HR) Director Sara Caron:

Description/Background: Requesting to reclassify a position within the Marion County 911 Management Department from a Staff Assistant II to a 911 Specialist matrix position. This request is driven by the significant increase in workload and responsibilities observed over the past few years, as well as the department's evolving needs. Reclassifying the position will ensure that staff are positioned at the appropriate level to handle the complexity of current and future demands.

Budget/Impact: Savings of \$2,362.

Recommended Action: Motion to approve the reclassification of one (1) Staff Assistant II position, pay grade 104 nonexempt, to one (1) 911 Specialist position, pay grade 103-108 non-exempt, within the budget of 911 Management CM313525.

Resolution 25-R-70 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR THE RECLASSIFICATION OF ONE (1) STAFF ASSISTANT II POSITION, PAY GRADE 104 NONEXEMPT, TO ONE (1) 911 SPECIALIST POSITION, PAY GRADE 103-108 NON-EXEMPT, WITHIN THE BUDGET OF 911 MANAGEMENT CM313525, ALONG WITH THE CORRESPONDING JOB DESCRIPTION AND PAY GRADE AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.

7.8. Procurement Services:

7.8.1. Request Approval of Bid Award 24B-280: MCSO Jail Boiler Replacement - Air Mechanical & Service Corp., Tampa, FL (Budget Impact - Neutral; expenditure of \$336,981)

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

Description/Background: On behalf of Facilities Management, Procurement advertised a bid seeking qualified and experienced contractors for the replacement and repairs of the boilers at the Marion County Jail. After reviewing the bids submitted, it was decided by Facilities Director, Jared Goodspeed, that to fit within budget, a revised scope of work would be performed, which would exclude boiler replacement in two of the five buildings. This project is to include all labor and materials to replace boilers in three buildings and any additional repairs that may be needed, in the amount of \$336,981.03. There were two (2) submittals received, only one of which was deemed responsive. The revised tabulation is listed below:

Vendor – Location	Bid
Air Mechanical & Service Corp. – Tampa, FL	\$336,981.03
Balanced Mechanical & Plumbing Services – Ocala, FL	Non-Responsive

Facilities Director, Jared Goodspeed, recommends Air Mechanical & Service Corp. receive the award as the lowest, most responsive and responsible bidder. Attached for review is a draft contract, and upon approval at today's meeting, it will be sent to Air Mechanical & Service Corp. for signatures. Once returned, it will be forwarded to the County Attorney, Clerk and Chairman for signatures.

Budget/Impact: Neutral; expenditure not to exceed \$336,981.03, up to a two percent (2%) contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from VJ735523-562102 (Infrastructure Surtax Capital Project Fund) Project SOC000023.

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and upon approval by Legal, authorize the Clerk and Chairman to execute the contract under 24B-280.

7.8.2. Request Approval of Bid Award: Q25-047 Marion Oaks Community Center Walking Trail Resurfacing Project - Superior Asphalt, Inc., Brooksville, FL (Budget Impact - Neutral; expenditure of \$59,901)

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

Description/Background: On behalf of the Municipal Services Department, Procurement advertised a bid to hire a qualified contractor to resurface the asphalt walking trail located at the Marion Oaks Community Center. This work will also include asphalt removal, excavation, rough grading and stabilizing disturbed areas. Three (3) submittals were received, and the tabulation is below:

Firm Name – Location	Bid Price
Superior Asphalt, Inc – Brooksville, FL	\$59,901.00
Live Oak Management Group, LLC – Live Oak, FL	\$83,848.50
C.W. Roberts Contracting, Inc – Ocala, FL	\$84,100.00

Municipal Services Director, Chad Wicker, recommends that Superior Asphalt, 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 Superior Asphalt, Inc. for signature and upon return, it will be forwarded to Legal, the Clerk and Chairman for signatures.

Budget/Impact: Neutral; expenditure of \$59,901. Up to 10% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from HG510519-563101 (Marion Oaks MSTU).

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and authorize the Chairman and Clerk to execute the contract under Q25-047.

7.8.3. Request Approval of Bid Award: 25B-009 Rotary Sportsplex Field Improvements - Daly & Zilch, Inc., Lecanto, FL (Budget Impact - Neutral; expenditure of \$1,861,675)

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

Description/Background: On behalf of the Parks & Recreation Department, Procurement advertised a bid to hire a qualified general contractor for general improvements at Rotary Sportsplex Field including, but not limited to, tree removal, grading, utility and stormwater infrastructure, paving, landscaping, and other improvements in the conversion of two natural fields to synthetic turf. Three (3) submittals were received, and the tabulation is below:

Firm Name – Location	Bid Price
Daly & Zilch (Florida), Inc – Lecanto, FL	\$1,861,674.40
Integrity Site Development, Inc. – Anthony, FL	\$2,435,945.95
C.W. Roberts Contracting, Inc. – Ocala, FL	\$2,668,164.00

Parks & Recreation Department Director, Jim Couillard, recommends that Daly & Zilch (Florida), 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 Daly & Zilch (Florida), Inc. for signature and once returned, it will be forwarded to Legal, the Clerk and Chairman for signatures.

Budget/Impact: Neutral; expenditure of \$1,861,674.40 Up to 10% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from AA715572-563102-PRC202201 (General Fund) - \$1,361,674.40, and AA361572-563102-PRC202201 (General Fund) - \$500,000.

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and authorize the Chairman and Clerk to execute the contract under 25B-009.

(Ed. Note: This Item was addressed with Budget Amendment Resolution 5.1.16.)

7.8.4. Request Approval of Contract: 24C-255 Rotary Sportsplex Synthetic Turf Installation - Astroturf Corporation, Dalton, GA (Budget Impact - Neutral; expenditure of \$2,286,266)

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

Description/Background: On behalf of the Parks & Recreation Department, Procurement requests approval to contract with Astroturf Corporation to purchase and install the Astroturf Synthetic Turf System: LigaTurf RootZone 3D3 Blend 52-2". This project will also include drainage base construction. This is being purchased utilizing a competitively solicited contract through Sourcewell Cooperative Contract Number 031- 622-AST. This contract works in conjunction with project 25B-009 Rotary Sportsplex Field Improvements, which is also being presented to the Board today for approval.

Attached for review is the draft contract. Upon approval at today's meeting, the contract will be sent to Astroturf Corporation for signature and once returned, will be forwarded to Legal, the Clerk, and Chairman for signatures.

Budget/Impact: Neutral; expenditure of \$2,286,266. Funds are available in lines AA715572-563102-PRC202201 (General Fund) - \$369,402 and CR362572-563102-PRC202201 (Parks and Rec Fees Fund) - \$1,916,864.

Recommended Action: Motion to approve and allow staff to issue and authorize the Chairman and Clerk to execute contract with Astroturf Corporation under 24C-255.

(Ed. Note: This Item was addressed with Budget Amendment Resolution 5.1.16.)

7.8.5. Request Approval of Contract: 24C-258 Rotary Sportsplex Sports Lighting - Musco Sports Lighting, LLC, Oskaloosa, IA (Budget Impact - Neutral; expenditure of \$338,875)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of the Parks & Recreation Department, Procurement requests approval to contract with Musco Sports Lighting, LLC (Musco) to purchase and install sports field lighting at two synthetic turf fields at Rotary Sportsplex. This is being purchased utilizing a competitively solicited contract through Sourcewell Cooperative Contract number 041123-MSL. This contract will work in conjunction with the project 25B-009 Rotary Sportsplex Field Improvements, which is also being presented at the Board today for approval.

Attached for review is the draft contract. Upon approval at today's meeting, the contract will be sent to Musco for signature and once returned, will be forwarded to Legal, the Clerk, and Chairman for signatures.

Budget/Impact: Neutral; expenditure of \$338,875. Funds are available in line AA715572-563102-PRC202201 (General Fund).

Recommended Action: Motion to approve and allow staff to issue and authorize the Chairman and Clerk to execute contract with Musco Sports Lighting, LLC under 24C-258.

(Ed. Note: This Item was addressed with Budget Amendment Resolution 5.1.16.)

7.8.6. Request Approval of Change Order 3 for Purchase Order 2500467: 24B-256, Marion County Sheriff Office Domestic Waterline - GWP Construction, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of \$53,580)

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

Description/Background: On September 17, 2024, the Board approved a contract to GWP Construction, Inc. (GWP) for the waterline replacement at the Marion County Jail, in the amount of \$516,662.82. On December 17, 2024, a change order was issued to utilize \$6,263.23 of the contingency, after the contractor encountered an unexpected conflict with an unmarked 24" corrugated metal storm drain. On February 3, 2025, another change order was issued to utilize \$30,825.10 of the contingency to add a new water line to the jail warehouse building, tunneling the 8" water line under the perimeter fence and E&F pods, and new isolation valves to be installed at the A&C pods. Neither of those change orders required Board approval.

Change Order 3 is being presented to add an additional \$53,579.50. During Phase 2, GWP crews discovered that portions of Phase 1 were not completed as indicated on the as-built drawings. Phase 1 must be completed prior to completing Phase 2, which includes tying in the Phase 1 line to the jail at two (2) separate locations. The Phase 1 line also, must be cleaned and tested prior to tying into the building.

Attached for review is a copy of the Change Order. Pending approval today, the change order will be presented for the Clerk and Chair's signatures.

Budget/Impact: Neutral; additional expenditure of \$53,579.50 bringing the total purchase order amount to \$570,242.32. Funding is from line VJ735523-563102 (Infrastructure Surtax Capital Project Fund) Project SOC000025.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute Change Order 3 to Purchase Order 2500467 for GWP Construction, Inc., under project 24B-256.

7.8.7. Request Approval of Contract: 25C-075 Drug Treatment Providers - CATS, Inc., Ocala, FL and Perspectives II, LLC, Summerfield, FL (Budget Impact - None)

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 Professional Probation Services, Inc. (PPS) to provide Misdemeanor Offender Supervision Services for the Clerk of the Court. PPS is seeking approval to have contract management authority over, as well as to work in conjunction with Drug Treatment Providers CATS, Inc. and Perspectives II, LLC to provide Substance Abuse Evaluation Services and Treatment as directed by PPS.

Attached for review is a draft of the identical contracts; pending approval at today's meeting, it will be sent to CATS, Inc. and Perspectives II, LLC for signatures and upon return, will be routed for same by the County Attorney, Clerk, and Chairman.

Budget/Impact: None, services are provided at no cost to the County.

Recommended Action: Motion to approve and execute agreements with CATS, Inc. and Perspectives II, LLC for Substance Abuse Evaluation Services and Drug Treatment Services under contract 25C-075.

7.8.8. Request Approval of Contract Amendment: 21Q-042-CA-04 Limerock Supplier - MJ Stavola Farms, Inc., Ocala, FL and Commercial Industrial Corp., Ocala, FL (Budget Impact - Neutral; expenditure not to exceed \$300,000)

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

Description/Background: On January 19, 2024, and February 21, 2021, the Board approved Limerock Supplier contracts with several suppliers to provide limerock material.

Based on a favorable review of the MJ Stavola Farms, Inc. and Commercial Industrial Corp., Steven Cohoon, P.E., County Engineer, recommends approval of a one-year renewal option. Attached for review is one draft (both are identical) of the contract amendment. Pending approval at today's meeting, the contract will be forwarded to the suppliers for review and signature. Once returned, it will then be sent for the County Attorney, Clerk, and Chairman's signatures.

Budget/Impact: Neutral; estimated expenditure of \$300,000. Funding comes from BN403541-553101 - 20% Gas Tax Construction Fund.

Recommended Action: Motion to approve the recommendation and allow staff to issue the contract. Upon approval by Legal, authorize the Chairman and Clerk to execute the contract with MJ Stavola Farms, Inc. and Commercial Industrial Corp. under 21Q-042-CA-04.

7.8.9. Request Approval of Contract Renewal: 21B-254-CA-02 Supply of Custom Solid Waste Compactors and Containers - Reaction Distributing, Inc., Ajax, Ontario (Budget Impact - Neutral; estimated annual expenditure of \$216,114)

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

Description/Background: On December 7, 2021, the Board approved a contract with Reaction Distributing, Inc. to provide and deliver custom solid waste compactors and containers. This supplier has complied with the original agreement's terms and conditions, which included two (2) annual renewal options, one of which was exercised on December 19, 2023. Solid Waste Director, Mark Johnson, recommends use of the final one (1) year renewal.

Attached for review is a draft contract. Should this be approved at today's meeting, it will be sent to Reaction Distributing, Inc. for signatures and upon return, will be forwarded to the County Attorney, Clerk and Chairman for signatures.

Budget/Impact: Neutral; estimated expenditure of \$216,114. Actual cost will vary and will not exceed the approved annual budgeted amount. Funding is from ZA427534-564101 (Solid Waste Disposal Fund).

Recommended Action: Motion to approve the contract renewal, allow staff to issue a contract and upon approval by Legal, authorize the Chairman and Clerk to execute the contract renewal under 21B-254-CA-02.

7.8.10. Request Approval of Contract Renewal: 21P-235-CA-01 - Weeks Auction Company, LLC, Ocala, FL (Budget Impact - Neutral)

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

Description/Background: On March 15, 2022, the Board approved a contract with Weeks Auction Company, LLC (WAC) to provide auction services for County surplus equipment. WAC has received a favorable evaluation under this contract. Fleet Management Director, Mark Williams has requested to renew this contract for the first of two (2) annual renewal options.

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 the County Attorney, Clerk and Chairman for signatures.

Budget/Impact: Neutral.

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 21P-235-CA-01.

7.8.11. Request Approval of Ninth Contract Amendment: 18Q-160-CA-09 Southwest/Northwest 80th Avenue Widening Preliminary Engineering Report - Guerra Development Corp., Ocala, FL (Budget Impact - Neutral; additional expenditure of \$388,530)

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

Description/Background: On November 18, 2018, the Board awarded a contract to Guerra Development Corp. to develop and provide a Preliminary Engineering Report (PER) that will support the widening and other future improvements to SW/NW 80th/70th Avenue from SW 90th Street to ½ mile north of US 27. The Office of the County Engineer requires additional work, including the design of two new roundabouts: one at the intersection of SW 80th Avenue and SW 38th Street, and second at SE 38th Street connecting to the southern West Port High School driveway. Other services include additional cultural resource assessment, environmental analysis, surveying, drainage retention area selection or

modification, corridor realignment, and the addition of plan sheets associated with project phasing and right-of-way acquisition.

Attached for review is a draft of the contract along with the fee schedule. Pending approval at today's meeting, the contract will be sent to Guerra Development Corp. for signatures. Once the contract is returned, it will be routed for appropriate County signatures.

Budget/Impact: Neutral; expenditure of \$388,530. Funding is available from VJ738541-563220 (Project STC073815) - Infrastructure Surtax Capital Project Fund.

Recommended Action: Motion to approve the request to allow staff to issue a contract amendment and upon approval by Legal, authorize the Clerk and Chairman to execute the Ninth Amendment with Guerra Development Corp. under 18Q-160-CA-09.

7.8.12. Request Approval of Selection Committee Recommendation: 24Q-279 Fire Training Facility - A&E Services - Monarch Design Group, LLC, Ocala, FL (Budget Impact - Neutral; expenditure of \$354,755)

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

Description/Background: On behalf of the Facilities Department, Procurement has issued a Request for Qualifications (RFQ) to engage professional architectural services. The project scope includes programming and conceptual design for a new fire station prototype and a fire training facility. This involves refining the general programmatic requirements, layout, size, and overall character of the facilities, building upon the initial master plan in collaboration with the user group. The civil engineering component will also encompass preliminary surveys, geotechnical testing, and environmental assessments. After receiving and evaluating eleven (11) submissions, five (5) were short-listed.

Phase I	
Firm – Location	Rank
Monarch Design Group, LLC – <i>Ocala, FL</i>	1- 720
Architecture Studio – <i>Ocala, FL</i>	2 - 650
Zyscovich Company – <i>Fort Lauderdale, FL</i>	3 – 595
The Lunz Group - <i>Lakeland, FL</i>	4 – 585
WJ Architects – <i>St. Petersburg, FL</i>	5 – 575
Phase II	
Firm – Location	Rank
Monarch Design Group, LLC – <i>Ocala, FL</i>	1 - 1,950
The Lunz Group - <i>Lakeland, FL</i>	2 - 1,720
Architecture Studio – <i>Ocala, FL</i>	3 - 1,610
Zyscovich Company – <i>Fort Lauderdale, FL</i>	4 - 1,320
WJ Architects - <i>St. Petersburg, FL</i>	5 - 1,060

The Selection Committee, comprised of Joshua Kramer, Kerry Blood, and Joe Rinuado, recommends awarding the contract to Monarch Design Group, LLC (MDG). Facilities Director, Jared Goodspeed, is in agreeance with the selection committee's recommendation and endorses awarding the contract to MDG. Attached for review is a draft of the contract, pending approval at today's meeting,

it will be sent to the firm for signatures. Once returned, it will be routed to the County Attorney, Clerk, and Chairman for signatures.

Budget/Impact: Neutral; expenditure of \$354,755. Funding is available in line VJ732522-562102 – Infrastructure Surtax Capital Project Fund.

Recommended Action: Motion to approve the recommendation and allow staff to issue to contract, and upon approval by Legal, authorize the Chairman and Clerk to execute the contract with MDG under 24Q-279.

7.8.13. Request Approval of Selection Committee Recommendation: 24Q-295 Tourism Photography and Video - Digital Fury, LLC, Ocala, FL and Maven Photo and Film, Ocala, FL (Budget Impact - Neutral; expenditure of \$250,000)

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

Description/Background: The Ocala/Marion County Visitors and Convention Bureau (OMCVCB) solicited proposals from qualified agencies for an annual contract to provide professional photography and videography services. The selected agency(ies) will capture high-quality, candid visuals showcasing leisure activities, outdoor adventures, business travel, event venues, and special occasions to position Marion County as a premier tourism destination.

The resulting content will be featured on the OMCVCB website, social media platforms, advertisements, and press materials. Bidders were required to submit a portfolio and comprehensive pricing that includes all shoot-related costs, such as travel, models, and post-production. Deliverables will consist of high-resolution edited photos and 4K video, provided within specified timeframes.

All images and videos will become the exclusive property of OMCVCB, delivered in both raw and edited formats, and uploaded to a digital asset management system for official use.

The Selection Committee, comprised of Jessica Heller, Sara Lambert, Austin Wicker, recommends awarding Digital Fury, LLC and Maven Photo and Film the contract.

Tourism Development Director, Loretta Shaffer, is in agreeance with the selection committee's recommendation and endorses awarding the contract to Digital Fury, LLC and Maven Photo and Film. Attached for review is one draft of the contract (both contracts are identical). Upon approval at today's meeting, it will be sent to the firm for signatures. Once returned, it will be routed to the County Attorney, Clerk, and Chairman for signatures.

Budget/Impact: Neutral; expenditure of \$250,000. Funding is available in line CP155552-548101 – Tourist Development Fund.

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract, and upon approval by Legal, authorize the Chairman and Clerk to execute the contract with Digital Fury, LLC and Maven Photo and Film under 24Q-295.

7.8.14. Request Approval of Task Order for Civil/Site Engineers for Miscellaneous Projects: 23Q-087-TO-34 Stormwater Asset Study - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of \$75,475)

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

Description/Background: On June 6, 2023, the Board approved contracts with 10 engineering firms to provide various civil/site-related engineering services for the County. Firms were selected based on area of specialty and equitable distribution of work among all firms in accordance with §287.055 Consultant's Competitive Negotiation Act (CCNA).

Kimley-Horn and Associates, Inc. has been chosen to develop a comprehensive stormwater asset inventory and a structured inspection schedule to enhance the system's operation and maintenance.

Attached for review is the draft contract. If approved during today's meeting, it will be forwarded to the firm for signatures. Once signed and returned, the contract will be routed to the County Attorney, Clerk, and Chairman for final approval.

Budget/Impact: Neutral; expenditure of \$75,475. Funding comes from EK430538 - 531109 - Stormwater Program.

Recommended Action: Motion to approve and authorize staff to issue a Purchase Order to Kimley-Horn and Associates, Inc. under 23Q-087-TO-34.

7.8.15. Request Approval of Purchases \$50,000 and Over

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

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

1. Pending Requisition/Alan Jay Ford Lincoln - Marion County Office of the County Engineer is seeking approval to purchase two (2) 2025 Ford F-350 Super Crew Cab at the cost of \$57,968 per unit, to include all specifications detailed on the quote attached. This purchase will replace Asset #37669 (P-17) and Asset #43985 (P-183) which have met the Fleet Department's replacement criteria. Total expenditure of \$115,936; funds are available in line BL400541-564101 - County Transportation Maintenance Fund. This purchase meets competitive bidding requirements under Sourcwell Contract 091521-NAF and 032824-NAF.
2. Pending Requisition/Ring Power Corporation - Marion County Office of the County Engineer is seeking approval to purchase one (1) Caterpillar 926 Wheel Loader at the cost of \$215,353 to include all specifications detailed on the quote attached. This purchase will replace Asset #39479 (L-12), which has met the Fleet Department's replacement criteria. Total expenditure of \$215,353; funds are available in line BL400541-564101 - County Transportation Maintenance Fund. This purchase meets competitive bidding requirements under Sheriffs Contract FSA23-EQU21.0.
3. Pending Requisition/Florida Coast Equipment - Marion County Office of the County Engineer is seeking approval to purchase three (3) Kubota Utility Vehicles RTVX2-SKLH24 at the cost of \$17,756.71 per unit to include all specifications detailed on the quote attached. This purchase will replace Asset #47210 (ATV-46), Asset #47205 (ATV-47), and Asset #45817 (ATV-48), which have met the Fleet Department's replacement criteria. Total expenditure of \$53,270.14; funds are available in line BL400541-564101 - County Transportation Maintenance Fund. This purchase meets competitive bidding requirements under Sourcwell Contract 031121-KBA.

4. Pending Requisition/Ring Power Corporation - Marion County Office of the County Engineer is seeking approval to purchase one (1) Caterpillar 289D Compact Track Loader at the cost of \$89,691 to include all specifications detailed on the quote attached. This purchase will replace Asset #46282, which has met the Fleet Department's replacement criteria. Total expenditure of \$89,691; funds are available in line BL400541-564101 – County Transportation Maintenance Fund. This purchase meets competitive bidding requirements under Sheriffs Contract FSA23-EQU21.0.
5. Pending Requisition/ATMAX Equipment - Marion County Office of the County Engineer is seeking approval to purchase one (1) Mowermax Prime Mover at the cost of \$254,670.63 per unit to include all specifications detailed on the quote attached. This purchase will replace Asset #50687 (TT-9), which has met the Fleet Department's replacement criteria. Total expenditure of \$254,670.63; funds are available in BL400541-564101 – County Transportation Maintenance Fund. This purchase meets competitive bidding requirements under Sheriffs Contract FSA23-EQU21.0.
6. Pending Requisition/Razorback LLC - Marion County Utilities requests approval to replace the hydropneumatics tank at the Cedar Hills Water Treatment Plant. Total expenditure of \$131,225. Funds are available in line UTC000137 - ZF448536-563102 - Marion County Utility Fund. This purchase meets competitive bidding requirements under contract 23B-134.
7. Pending Requisition/Carahsoft Technology Corp. - Marion County Fire Rescue (MCFR) requests approval to renew their annual subscription for First Due Pre-Planning software, which includes one (1) Access to First Due Platform for single agency (\$59,473.37), one (1) Access to the First Due Fire Prevention Suite (\$37,537.50). MCFR also requests to renew this contract annually, per the agreement terms, without being brought back to the Board for approval provided the expenditure does not exceed future fiscal year budgeted amounts. Total expenditure of \$97,010.87; funds are available in line EF300522-552106 - Fire, Rescue and EMS Fund. This purchase meets competitive bidding requirements under contract 23C-219.
8. Pending Requisition/Cumberland International Trucks - Marion County Solid Waste requests approval to purchase one (1) 2025 International HX-Grapple Truck which includes a Rotobec loader and 24' dump body, Allison 4,000 RDS transmission, Frame reinforcement, and 46,000-pound rear axle with driver controlled differential locking mechanism. Total expenditure of \$327,678.50. Funds are available in line ZA425534-564101 - Machinery & Equipment. This purchase meets competitive bidding requirements under Sheriffs Contract FSA23-VEJ21.1.

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

7.9. Public Safety Communications:

7.9.1. Request Approval of Acceptance of a 2023 Starcraft 26BH Travel Trailer by Marion County Public Safety Communications for Record (Budget Impact - None)

The Board accepted the following recommendation as presented by Public Safety Communications Director Lisa Cahill:

Description/Background: On October 17, 2024, the County Administrator signed a memorandum of agreement with the State of Florida Division of Emergency

Management (FDEM) for the transfer of ownership and possession of one (1) 2023 travel trailer that had been purchased by FDEM to aid in the State of Florida's disaster response to Hurricane Ian.

The travel trailer is no longer needed by FDEM, and they have transferred ownership of the travel trailer to the County to be utilized by Public Safety Communication's Telecommunicator Emergency Response Taskforce (TERT) team when they are deployed to Public Safety Answering Points (PSAPs), or 911 centers, to help during disasters and other emergencies. The value of the travel trailer is under \$50,000. Final executed documents are included for informational purposes only.

Pending approval at today's meeting, an acceptance letter will be presented for the Chairman's signature.

Budget/Impact: None.

Recommended Action: Motion to approve and authorize the Chairman to sign the acceptance letter to Florida Division of Emergency Management.

7.10. Transportation – County Engineer:

7.10.1. Request Approval to Declare Parcel Numbers 1806-002-030 and 9033-1112-05 as Surplus and Authorize Staff to Proceed with Donation to Kasher and Patel Real Estate Investment Group, LLC for Affordable Housing (Budget Impact - None)

The Board accepted the following recommendation as presented by County Engineer Steven Cohoon, Office of the County Engineer (OCE):

Description/Background: This is a request to declare Parcel Number 1806-002-030 and Parcel Number 9033-1112-05 as surplus and approve a Purchase Agreement and a Statute 125 Deed from Marion County to Kasher and Patel Real Estate Investment Group, LLC.

This request is associated with an Application for Conveyance or Lease of County Owned Property pursuant to provisions in Chapter 125.379 FS.

If approved, these parcels will be deeded from Marion County to Kasher and Patel Real Estate Investment Group, LLC to construct affordable housing. The applicant is subject to applying for a permit and completing construction of a single-family residence on each of the two (2) parcels of property conveyed herein within two (2) years from conveyance. In the event the Kasher and Patel Real Estate Investment Group, LLC do not comply within the two-year time-frame conditions, their rights will automatically terminate and revert to Marion County.

Additional terms and conditions are outlined in the Purchase Agreement.

Budget/Impact: None.

Recommended Action: Motion to approve Parcel Number 1806-002-030 and Parcel Number 9033-1112-05 as surplus, approve a Purchase Agreement, authorize staff to proceed with the donation and a Statute 125 Deed from Marion County to Kasher and Patel Real Estate Investment Group, LLC, and authorize the Chairman and Clerk to execute the same.

7.10.2. Request Approval of Marion County Subdivision Improvement Agreement with Surety Bond and Supplement to Marion County Subdivision Improvement Agreement with Surety Bond for 95th Street Holdings, LLC Associated with Pioneer Ranch Phase 2, Application Number 31006 (Budget Impact - None)

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

Description/Background: The project developer desires approval of their Final Plat prior to completing all improvements in their development of Pioneer Ranch Phase 2. Land Development Code Section 2.18.4.D states that if the improvements are not completed, an Improvement Agreement shall be provided and approved by the Board, as well as a security, limited to an irrevocable letter of credit or bond only, in the amount of 120 percent of the estimated cost of remaining improvements. The attached agreements outline proposed improvement timing and surety for improvement completion.

The Subdivision Improvement Agreement has been traditionally used, and a supplemental agreement has been created to provide for items such as amenities, landscaping and buffering. Specifically, for this development, section 2 of the supplemental agreement specifies that phases one (1) and two (2) amenity area (clubhouse/pool) shall be permitted and bonded at 120% construction cost prior to issuance of the 200th Certificate of Occupancy within phases one (1) - five (5) of the development. Phases three (3) and four (4) amenity area (sports court area) shall be constructed and in service prior to the 100th certificate of occupancy within phases three (3) and four (4). Phase five (5) amenity area (dog-park) shall be constructed and in service prior to the 70th certificate of occupancy in phase five (5).

Section 3 of the supplemental agreement will allow the landscaping/buffering completion to be deferred to the earlier of six (6) months after the date that the Florida Department of Environmental Protection issues a total water clearance letter for the water system, or 12 months after the date of this agreement.

The County Attorney's office has reviewed and approved the Subdivision Improvement Agreement with Surety Bond in the amount of \$2,767,464 and the Supplemental Improvement Agreement with Surety Bond in the amount of \$135,015. This subdivision is located in the southwest portion of the County and contains 189 lots on 57.42 acres with 1.31 miles of roads.

Budget/Impact: None.

Recommended Action: Motion to approve the attached Marion County Subdivision Improvement Agreement With Bond and Supplement To Marion county Subdivision Improvement Agreement With Bond and to authorize the Chairman and Clerk to execute the same.

7.10.3. Request Approval of Marion County Subdivision Improvement Agreement With Bond and Supplement To Marion County Subdivision Improvement Agreement with Bond for Freedom Commons Development, LLC Associated with Marion Ranch Phases 3 & 4, Application Number 31528 (Budget Impact - None)

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

Description/Background: The project developer desires approval of their Final Plat prior to completing all improvements in their development of Marion Ranch Phases 3 & 4. Land Development Code Section 2.18.4.D states that if the improvements are not completed, an Improvement Agreement shall be provided and approved by the Board, as well as a security, limited to an irrevocable letter of credit or bond only, in the amount of 120 percent of the estimated cost of remaining

improvements. The attached agreements outline proposed improvement timing and surety for improvement completion.

The Subdivision Improvement Agreement has been traditionally used, and a supplemental agreement has been created to provide for items such as amenities, landscaping and buffering. Specifically for this development, section 2 of the supplemental agreement will allow the landscaping/buffering completion to be deferred to the earlier of six (6) months after the date that the Florida Department of Environmental Protection issues a total water clearance letter for the water system, or 12 months after the date of this agreement.

The County Attorney's office has reviewed and approved the Subdivision Improvement Agreement with Surety Bond in the amount of \$4,838,422 and the Supplement Agreement with Surety Bond in the amount of \$346,929. This subdivision is located in the southwest portion of the County and contains 280 lots and six (6) tracts on 94.81 acres with 2.09 miles of roads.

Budget/Impact: None.

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

7.11. Utilities:

7.11.1. Request Approval of Water Main Extension Connection Agreement WME-040-O Between Logainvestment, LLC and Marion County (Budget Impact - Neutral; expenditure of \$43,555)

The Board accepted the following recommendation as presented by Utilities Director Tony Cunningham:

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 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 is required to connect to the public water main provided by Marion County Utilities (MCU) and is required to install 389 feet of water main across the parcel's frontage to the end of the property. The water main extension will serve the property owner's parcel and will also create a benefit for five (5) additional parcels along the route of the water main extension. The total project cost is derived from the construction cost of \$42,854.50, plus design fee of \$700, totaling \$43,554.50. The benefitting parcel cost will be \$ 7,259.08.

Budget/Impact: Neutral; project cost is \$43,554.50 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.

7.11.2. Request Approval of Water Main Extension Connection Agreement WME-085-S Between Holiday Builders, Inc. and Marion County Utilities (Budget Impact - Neutral; expenditure of \$23,826)

The Board accepted the following recommendation as presented by Utilities Director Cunningham:

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 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 is required to connect to the public water main provided by Marion County Utilities (MCU) and would be required to install the water main across the entire parcel's frontage and end the system at the farthest end of the property. The County has the necessary funding in place to extend the water main beyond the property owner's 123-foot obligation as well as an additional 35 feet so the end of the water main is in a better placement to prevent disruption when future extension happens.

Resolution No. 1-R-381 approved by the Board on August 17, 2021, authorizes in certain circumstances to allow MCU to enter into a Share Agreement whereby each parcel connecting to MCU system pays only their share of the project based upon MCU low bid contractor's price for the work. The water main extension, as designed, will serve a total of four (4) parcels along the route.

Total Project Cost	\$23,826.00	\$23,126 construction + \$700 design
Collective Owner's obligation	\$23,826.00	
<i>Per Parcel Cost</i>	<i>\$5,956.50</i>	

Budget/Impact: Neutral; project cost is \$23,826 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 subject Water Main Extension Connection Agreement and authorize staff to issue the purchase order for T&C Underground under 22P-146.

7.11.3. Request Approval of Agreement Between Fluidyne Corporation and Marion County Utilities (Budget Impact - Neutral; expenditure of \$140,000)

The Board accepted the following recommendation as presented by Utilities Director Cunningham:

Description/Background: In July 2019, the Board approved contract 19B-112 for the construction of capacity and nutrient removal improvements at the Silver Springs Shores Wastewater Treatment Facility. These improvements included the purchase and installation of additional grit removal equipment manufactured by Fluidyne Corporation.

During the initial design phase of the project, equipment specifications were developed using 304 Stainless Steel. Quotes for proposed equipment were obtained for an estimated construction cost; however, by the completion of the design phase, the equipment specifications were modified requiring the use of 316 Stainless Steel instead. The composition of 316 Stainless Steel is more resistant to corrosion and is preferred since the headworks of the wastewater treatment plant is a corrosive environment. To help reduce the cost of construction, Marion County Utilities (MCU) procured the grit removal system through direct purchase from the manufacturer, but utilized the quote from the initial design phase, which was with the 304 Stainless Steel instead of the 316 Stainless Steel specification. The specified 304 Stainless Steel equipment was installed during construction.

In November 2022, the project reached completion and equipment was placed into service which included the new grit removal equipment. In January 2023, staff noticed excessive corrosion and degradation of the grit removal equipment resulting from Hydrogen Sulfide gases. After investigation by MCU staff and notifying the manufacturer, it was determined that the equipment was manufactured with 304 Stainless Steel per the quote utilized during procurement of the equipment. Staff began working with the manufacturer to develop a solution for the issue since the equipment was within the initial warranty period. After negotiations between MCU staff, County Attorney staff and the manufacturer, a tentative agreement was reached where the manufacturer will provide replacement equipment consisting of 316 Stainless Steel and Fiberglass at a reduced price of \$140,000, a reduction of \$150,000 from market price. Staff recommends approving settlement and purchasing new equipment at the discounted price.

Budget/Impact: Neutral; expenditure of \$140,000.

Recommended Action: Motion to approve and authorize the Chairman to execute the Agreement with Fluidyne Corporation and to purchase new equipment at the discounted price.

8. COUNTY ATTORNEY:

8.1. Request Approval of Resolutions Authorizing Acquisition of Real Property Interests by Gift, Purchase, or Eminent Domain for the SW 40th Avenue/SW 49th Avenue Improvement Phase 1 Project in Marion County, Florida

The Board considered the following recommendation to adopt 2 Resolutions as presented by County Attorney Matthew Minter:

Description/Background: Two resolutions are presented for Board approval for the acquisition of interests in real property as to which we have not yet been able to acquire by negotiations. The County is seeking to acquire the parcels to construct road improvements related to the SW 40th Ave/SW 49th Ave Improvement Phase 1 Project, which will extend SW 49th Avenue north to SW 43rd Court Road, relieving traffic flow on Interstate 75, SW 66th Street, SW 27th Avenue, and surrounding collector roads. The resolutions provide for acquisitions either by negotiation, based on binding offers from the County for up to 120% of the full compensation values determined by our appraiser, or eminent domain. If negotiations are unsuccessful, then the Resolutions authorize proceeding with acquisition by eminent domain. Florida Statutes require the adoption of a resolution authorizing acquisition of property by eminent domain, and these resolutions will satisfy that requirement.

Budget/Impact: Budget impact is currently indeterminate but is initially based on the County's appraisals. The combined amount for all acquisition parcels included in these resolutions is \$568,500.00. If litigation is required, the final value determinations will be made by a jury trial, and the County will be responsible for statutory attorney fees and expert costs as well.

Recommended Action: Motion to approve the Resolutions and authorize the Chairman and the Clerk of Court to execute same.

County Attorney Matthew Minter stated the request is for approval of 2 Resolutions authorizing the exercise of the County's power of eminent domain to acquire fee simple right-of-way (ROW) parcels, along with temporary construction and drainage easements

for the SW 40th Ave/SW 49th Ave Phase 1 Road Improvement project. This project will extend SW 49th Avenue north to SW 43rd Court Road. He provided an overview of eminent domain law, noting in Florida, a jury trial involving eminent domain is one of only two types of trials with a 12-person jury, the other being in criminal capital murder cases where the death penalty may be imposed. Mr. Minter acknowledged that some citizens (members of the jury) dislike the idea of the government seizing private property without consent. However, by the Federal and State Constitution, the government is obliged to pay full compensation for the property, covering the property's value, as well as associated costs like attorney fees and appraisal costs. He commented on the necessity of this process, particularly for critical projects like road improvements. Mr. Minter advised that, although the government has the inherent power to invoke eminent domain, efforts are always made to negotiate voluntary property transactions first.

Chairman Bryant expressed her appreciation to staff for all the work that has gone into trying to acquire these parcels without the eminent domain process.

Chairman Bryant passed the gavel to Commissioner Zalak, who assumed the Chair.

A motion was made by Commissioner Bryant, seconded by Commissioner Stone, to adopt Resolutions 25-R-71 and 25-R-72 authorizing acquisition of property by eminent domain. The motion was unanimously approved by the Board (5-0).

Resolution 25-R-71 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PURSUANT TO ARTICLE X, SECTION 6, FLORIDA CONSTITUTION, AND CHAPTERS 73, 74, 127, and 337 FLORIDA STATUTES (2023), AUTHORIZING APPROPRIATE OFFICERS OR AGENTS OF THE COUNTY TO ACQUIRE CERTAIN INTERESTS IN REAL PROPERTY BY GIFT, PURCHASE, OR EMINENT DOMAIN FOR RIGHT OF WAY FOR THE SW 40th AVE / SW 49th AVE IMPROVEMENT PHASE 1 PROJECT IN MARION COUNTY, FLORIDA; MAKING FINDINGS OF FACT FOR PUBLIC PURPOSE AND NECESSITY; AND PROVIDING AN EFFECTIVE DATE.

Resolution 25-R-72 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PURSUANT TO ARTICLE X, SECTION 6, FLORIDA CONSTITUTION, AND CHAPTERS 73, 74, 127, and 337 FLORIDA STATUTES (2023), AUTHORIZING APPROPRIATE OFFICERS OR AGENTS OF THE COUNTY TO ACQUIRE CERTAIN INTERESTS IN REAL PROPERTY BY GIFT, PURCHASE, OR EMINENT DOMAIN FOR RIGHT OF WAY FOR THE SW 40th AVE / SW 49th AVE IMPROVEMENT PHASE 1 PROJECT IN MARION COUNTY, FLORIDA; MAKING FINDINGS OF FACT FOR PUBLIC PURPOSE AND NECESSITY; AND PROVIDING AN EFFECTIVE DATE.

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

9. COUNTY ADMINISTRATOR:

9.1. Request Approval of Marion County's Federal Legislative Priorities for the 119th Congress

The Board considered the following recommendation as presented by Legislative Manager Matthew Cretul:

Description/Background: Marion County is requesting our federal legislative delegation members support our third specific requests as they take part in the 119th Congress.

Budget/Impact: None.

Recommended Action: Recommend approval of federal priorities with any additions or edits as directed by the Board.

Legislative Manager Matthew Cretul presented a 2 page handout entitled, "Marion County's Potential 2025 Federal Legislative Priorities", which identified 3 potential priorities. The first priority focused on expanding the Medicaid inmate exclusion policy. He explained that although progress has been made with the Centers for Medicare & Medicaid Services (CMS), Marion County seeks to have the definition of "in custody" broadened to incorporate individuals awaiting trial disposition. This adjustment would shift some financial responsibilities away from the County, which currently incurs significant costs for inmate health care.

Chairman Bryant emphasized the importance of this policy change due to its potential to save millions of dollars annually for the County.

Commissioner Stone advised that the National Association of Counties (NACo) has also made this a priority as it affects Counties nationwide.

Mr. Cretul advised that the second priority involved maintaining the tax-exempt status of municipal bonds, noting the 2017 Tax Cuts and Jobs Act (TCJA) are set to expire in 2025. Mr. Cretul stated the third priority addresses the continued federal funding for road projects, urging delegates to advocate for consistent support from the Department of Transportation (DOT). He commented on the need to ensure Marion County remains a recipient of federal road project grants, similar to the \$19,000,000.00 previously received for the State Street project.

A motion was made by Commissioner McClain, seconded by Commissioner Stone, to approve Marion County's Federal Legislative Priorities for the 119th Congress. The motion was unanimously approved by the Board (5-0).

9.2. Present Information Technology Department Update

The Board considered the following recommendation as presented by Information Technology (IT) Director Tom Northey:

Description/Background: Present Information Technology Department update.

Budget/Impact: None.

Recommended Action: For informational purposes only

IT Director Tom Northey presented a brief update relating to the County's 5-Year IT Strategic Plan, which began in FY 2024 and includes several key initiatives to improve the County's technology infrastructure and services. He referred to the PowerPoint presentation (as shown on the overhead screen) and stated Operation Goal 1 provides a strong focus on moving to cloud technologies to modernize the platform and enhance service delivery. Mr. Northey provided a brief overview of how citizens will be able to access the portal, noting the plan outlines three primary areas of focus: citizen and staff experience, platform and technology modernization, and outreach and impact. He advised that one of the main goals is to enhance cybersecurity as the County transitions to the cloud, noting Microsoft awarded the County a \$25,000.00 voucher for an independent third-party security review, underscoring the emphasis on secure cloud infrastructure.

Mr. Northey stated one of the major components includes the upcoming launch of Tyler's MyCivic mobile app in 2026, aimed at providing a user-friendly interface for citizens to engage with County services. He commented on several key upcoming projects, including the imminent rollout of a new digital payment platform called Tyler Payments, scheduled to launch in May 2025, which will manage over \$3,000,000.00 in monthly transactions. Also, a new web-friendly portal for utility bill payments is set to go live in April 2025.

Mr. Northey advised that another significant initiative is the Enterprise Resource Planning (ERP) permitting and licensing system within the OCE, noting OCE is the 7th Department to begin utilizing the Tyler's Enterprise Asset Management module. He stated once the module is up and running, the County will be able to discontinue the previous asset module (Cardigraph) at a savings of \$126,000.00 annually. The IT Department is also working on a new SharePoint site (EmpowerMarion) launched to facilitate cloud-based collaboration across departments. Mr. Northey provided a brief demonstration of the SharePoint site and expressed his appreciation to staff, noting each department assigned a liaison to help develop the project.

Mr. Northey addressed the implementation of Microsoft's Teams phone system for improved communication across departments. So far, 41% of departments have been trained in Microsoft 365 technologies, 6% of departments are syncing documents to OneDrive in the cloud, and 2 departments have moved from the Avaya phone system to Teams phones.

Mr. Northey addressed Operational Goal 3, noting 47% of the 600+ iPhones are now secured and managed on the Microsoft Cloud Management platform for a savings of \$44,000.00 annually. In 2024, staff increased the number of business applications in the cloud by 7% and in 2025 staff are focusing on moving the County's time and attendance system (Kronos), along with shifting the Fire Rescue's scheduling system, to the cloud.

Mr. Northey addressed Operational Goal 4 to increase wireless capabilities, noting in 2024 staff focused on establishing a new secure foundation for our enterprise wireless infrastructure. He stated 51 new Wireless Access Points have been deployed to date and the Growth Services Building is the next scheduled location to receive new access points.

Mr. Northey addressed Operational Goal 5, which addresses interdepartmental instructional teams. He stated with all the new technology; training is key, and opined that "change fatigue" is real. Mr. Northey advised that the Department has hired a training professional educator with over 10 years of experience, who is incorporating Change Management and Adult Learning Theories' latest methodologies to deliver an impactful technology training to employees. The Department has also prioritized training, logging over 220 hours of training sessions across multiple programs with the newly established mobile training lab bringing learning directly to various County departments.

Mr. Northey addressed Operational Goal 6, noting the County is also enhancing the Geographic Information Systems (GIS) experience through partnerships with Environmental Systems Research Institute, Inc (Esri) to develop a user-focused, strategic GIS operations plan.

Mr. Northey addressed Operational Goal 7, as it relates to organizational realignment and the hybrid workforce. He advised that by using many of the cloud technologies such as Microsoft Teams, employees can collaborate in real-time, whether they are working remotely or in the office. Mr. Northey stated a successful hybrid work model has been implemented in the IT Department with 10% of IT Team members successfully working in a hybrid capacity. Additionally, IT employees have the flexibility to work remotely as needed.

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Chairman Bryant requested staff bring back statistics as it relates to the hybrid work model.

Commissioner Zalak expressed his appreciation to Mr. Northey and IT staff.

Chairman Bryant noted it is the ten o'clock hour. She advised that the Board would continue with the Agenda Items after the public hearing is concluded.

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 5.5 of the Marion County Building Code

Building Safety Director Michael Savage presented the following recommendation:

Description/Background: Public Hearing to consider an ordinance to amend Chapter 5.5 of the Marion County Code related to building and building regulations. This ordinance will create a list of items that will be exempt from permitting and update the Marion County Code to the 8th edition of the Florida Building Code.

Budget/Impact: None.

Recommended Action: Motion to adopt the ordinance to amend Chapter 5.5 of the Marion County Building Code.

Deputy Clerk Windberg presented Proof of Publication of legal ad No. 10964774 entitled, "Notice of Public Hearing" published in the Star Banner newspaper on February 7, 2025. The Notice states the Board will consider the adoption of an Ordinance pertaining to the Marion County Building Code.

Chief Assistant County Attorney Dana Olesky advised that due to some language changes that were left out of the published Agenda Item, staff is requesting to continue the public hearing to the second regularly scheduled BCC meeting in March 2025. Additionally Building Director Michael Savage has just held conversations with citizens relating to gazebos and would like to incorporate some additional language into the proposed Ordinance.

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to continue the public hearing to Tuesday, March 18, 2025 at 10:00 a.m. The motion was unanimously approved by the Board (5-0).

Building Director Michael Savage stated after speaking with the citizens in attendance, they are looking for 12 x 16 foot gazebos to be included in the proposed Ordinance.

9.3. Update Regarding Fire Rescue and Transportation Impact Fee Studies and Other Fees and Assessments

The Board considered the following recommendation as presented by Assistant County Administrator Tracy Straub:

Description/Background: On January 29, 2025, the Board held a Workshop to present the Impact Fee Studies for Fire Rescue and Transportation. Staff was asked to bring items back for the Board's additional consideration.

Budget/Impact: N/A.

Recommended Action: For consideration and discussion.

ACA Tracy Straub presented a 2 page handout entitled, "Marion County Transportation Impact Fee – Capped Schedule without Extraordinary Circumstances". She stated staff were directed by the BCC to bring back additional information concerning impact fees and assessments. Ms. Straub referred to the chart (page 1102 of the Agenda packet),

which reflects the proposed impact fees and assessments for consideration for new construction, noting the Transportation Impact Fee (TIF), Fire Impact Fee, and EMS Impact Fee would be one-time fees paid at the issuance of the Certificate of Occupancy (CO).

Commissioner Curry out at 10:07 a.m.

Ms. Straub clarified that the Fire Rescue, EMS, and Solid Waste assessments are annual charges that would be added to the homeowner's tax bill.

Commissioner Curry returned at 10:08 a.m.

Ms. Straub noted the Board has yet to hold a workshop to discuss the possibility of a Parks and Recreation Impact Fee for new residential construction.

Ms. Straub referred to the 2 page handout entitled, "Marion County Transportation Impact Fee – Capped Schedule without Extraordinary Circumstances", which contains recently updated information as provided by the consultant. She provided a brief overview of the updated changes, including the additions of "automated car wash" and "mine/commercial excavation". Ms. Straub advised that the Statute allows the BCC to raise impact fees 50% from the current collection in 4 steps annually (12.5% each year for 4 years). If the Board wants to accelerate that timeline it would have to declare "Extraordinary Circumstances". She advised that in order to declare "Extraordinary Circumstances" a study must be completed, and the Board must hold 2 workshops allowing for public comment in order to set that collection rate.

Ms. Straub referred to the chart on pages 1105 and 1106 of the Agenda packet, which provides information relating to TIF credits and balances, as well as proportionate share balances. Pages 1107 and 1108 provide examples of Impact Fee Assessment rates at 50%.

Chairman Bryant advised that her preference would be to declare "Extraordinary Circumstances" and go to the numbers/percentages as shown by the consultant, and then decide at what level the BCC wants to implement those fees. For example, if the Board adopted the impact fees at 50% the fee for a 1,501 to 2,499 square foot (sf) single family residential (SFR) home would be \$2,659.00; however, if the BCC chooses not to utilize "Extraordinary Circumstances" it would take 4 years to reach that amount. She noted that the impact fees in 2009 for the same SFR were approximately \$4,500.00.

Growth Services Coordinator Kimberly Hatcher clarified that in 2009, the TIF was at \$6,107.00.

Chairman Bryant advised that approximately 100,000 more people have moved to Marion County since 2009, noting there are \$1,350,000,000.00 worth of transportation projects that have already been identified. She advised that although the Sales Tax is designated for some of these needs, a shortfall highlights the necessity for strategic planning in sourcing additional funding. Chairman Bryant opined that growth should help pay for the infrastructure needed to accommodate that growth. She reiterated the importance of having the funding to address the impact growth is having in the community. Chairman Bryant advised that declaring "Extraordinary Circumstances" does not mean the Board has to implement impact fees at 100%; however, it does give them the flexibility to set the fee where it needs to be without being locked in per State Statute.

In response to Commissioner Stone, Ms. Straub clarified that if the Board implements the fees up to 25% then the Statute allows for 2 "up to" equal steps, and if the fees are implemented at 50% then it must be across 4 equal steps (12 month intervals for each step).

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Commissioner McClain expressed concern for declaring “Extraordinary Circumstances” and commented on the potential impact it could have on the local economy (unintended consequences). He opined that increasing impact fees too rapidly could result in extracting substantial funds from the economy in a shorter period. Commissioner McClain recommended a gradual approach to minimize economic disruptions.

In response to Chairman Bryant, Ms. Straub advised that based on existing rates, the County is collecting approximately \$10,000,000.00 to \$13,000,000.00 in TIFs annually. Chairman Bryant explained that in 2011 the BCC suspended impacts fees in an effort to boost the fragile economy and bring job opportunities into the County and spur the economy. In 2017 when the BCC reimplemented impact fees, it did so at a very reduced rate.

Commissioner Zalak opined that the impact fee rates currently in place are not sufficient, noting the rates should have been raised 8 years ago.

General discussion ensued.

In response to Commissioner Curry, Chairman Bryant stated the consideration at this time is whether the BCC wants to move forward with declaring “Extraordinary Circumstances” or if it wants to set impact fees at the rate and methodology set by State Statute.

General discussion resumed.

In response to Commissioner Stone, Mr. Bouyounes advised that the BCC cannot totally waive impact fees for affordable housing, noting it would have to offset those fees with another funding source. He clarified that impact fees have to be equitable for all payers.

General discussion resumed.

In response to Chairman Bryant, Ms. Straub reiterated that the Board must hold 2 public workshops allowing for public comment and schedule 1 public hearing in order to set a collection rate for impact fees.

General discussion ensued relating to impact fees for automated car washes and working mines.

Mr. Minter commented on impact fees from other Counties across the State, noting Marion County’s rates are very low.

In response to Commissioner McClain, Mr. Bouyounes opined that setting the TIF rate at 50% would get the County where it needs to be.

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to accept the Impact Fee Study and direct staff to schedule 2 workshops and 1 public hearing to consider declaring Extraordinary Circumstances for Transportation Impact Fees. The motion was unanimously approved by the Board (5-0).

ACA Straub referred to the Agenda packet, which includes an updated Fire Rescue and EMS Impact Fee schedule, along with an analysis from the Fire Marshal Ken McCann relating to structural fires that have occurred across Marion County. Also included is a synopsis of the proposed fire assessment rates.

Fire Chief James Banta, MCFR, stated he is present to answer any questions the board may have.

Mr. Bouyounes advised that for the Fire Impact Fees, staff recommended proceeding with a public hearing in late April 2025, noting this timing decision was made to allow for discussions with the City of Ocala, particularly regarding EMS fees prior to the public hearing.

Commissioner Zalak opined that he would prefer further discussion as it related to buildings with fire sprinklers, noting it costs a business a lot of money to install them to

meet code. He stated those businesses should not have to pay the same Impact Fees as everyone else.

Chief Banta advised that the Department has to provide the same level of response to those facilities regardless of the protections that are in place as required by law. He opined that he could support providing credits for people who go above and beyond the building code.

Chairman Bryant recommended the Board schedule one-on-ones with staff to have their questions answered. She opined if it is a matter that needs further Board discussion then Commissioners need to reach out to the County Administrator to have a workshop scheduled prior to the public hearing.

Ms. Straub advised that at the scheduled public hearings, if the Board elects to adopt either of these impact fees, a 90 day Notice must be provided. She clarified that the impacts fees would not go into effect immediately and would become effective 90 days after adoption.

Mr. Bouyounes advised that while there has been some discussion on the possibility of implementing a Parks and Recreation Impact Fee, there are several considerations to keep in mind before proceeding with any formal studies.

Chairman Bryant opined that it would be better for the Board to finish what it is working on now (TIF and Fire Rescue) and then possibly direct staff to have a study performed relating to Parks and Recreation.

General discussion ensued.

Commissioner Zalak opined that the Board should first seek to evaluate overall operational and capital funding strategies for parks in conjunction with potential revenue sources beyond impact fees. He requested staff to bring back a plan in regard to a funding source for operational costs.

9.4. Update on Proposal for Microchip Scanner Discussion from Previous Board Meeting
The Board considered the following recommendation as presented by Fire Chief James Banta, MCFR:

Description/Background: During the previous board meeting, the president of the Society for the Prevention of Cruelty to Animals (SPCA) of Ocala, Lilly Baron, presented the board with an opportunity for a grant that would supply pet microchip scanners to be placed at Fire Stations throughout the County. Creating a network of pet microchip scanners throughout the County is certainly another great initiative that would help our community with Pet Reunification Efforts. The Fire Chief provided a Strengths, Weaknesses, Opportunities and Threats (SWOT) which identified some weaknesses and threats associated to available resources currently at the fire stations as well as additional demand on current resources.

As part of the Pet Reunification efforts, the Animal Service Director supports the creation of a network of microchip scanners for public use but suggested that we first evaluate the opportunity to utilize the existing network of animal related businesses in the community that would volunteer to become part of that network, in addition she offered that other communities have also implemented unmanned scanners at strategic locations.

Budget/Impact: None.

Recommended Action: Allow Marion County Animal Services to work with the community to create a network of microchip scanners for public use.

Chief Banta commented on a proposal brought forward by Lilly Baron of the SPCA to place pet microchip scanners at fire stations throughout the County. He advised that after further examination, he recommended against implementing the proposal due to several logistical challenges. One significant concern was the potential issue of people arriving at unmanned stations and possibly leaving their animals behind, which could result in abandoned pets. Furthermore, microchip scanners only provide a unique number and the manufacturer's details, necessitating further follow-up to identify the pet owner. Chief Banta commented on complications that could arise if a pet owner could not be reached or if proper reunification was not feasible. He advised that he had communicated these concerns with Lily Baron, who understood and supported the reasoning.

It was the general consensus of the Board to direct the County Administrator to explore alternative strategies alongside Ms. Baron and Animal Services to effectively deploy scanners in strategic, easily accessible locations across the County.

Commissioner Zalak commented on the possibility of installation of standalone scanners in public areas, such as community centers or parks, making them available to provide better reunification.

10. COMMITTEE ITEMS:

10.1. Rainbow Lakes Estates Municipal Services District Advisory Committee – Request Appointment of One Member for a Full-Term Ending March 2029, or an Unexpired Term Ending December 2028

The Board considered the following recommendation as presented by Commission Office Executive Assistant Gennifer Medina:

Description/Background: There are two (2) seats available on the Rainbow Lakes Estates Municipal Services District (MSD) Advisory Committee: one (1) full member seat for a new full term ending in March 2029, for which the incumbent will not seek reappointment, and one (1) full member seat for an unexpired term ending in December 2028.

One (1) application was received for the Board's consideration:

- John Conner

Budget/Impact: None.

Recommended Action: Motion to appoint the applicant to serve as a full member for a new term ending in March 2029, or to serve as a full member for an unexpired term ending in December 2028.

Clerk Harrell advised that Mr. Conner received the appropriate votes for a new full term ending in March 2029.

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to appoint John Conner to serve as a full member on the Rainbow Lakes Estates Municipal Services District (RLE MSD) Advisory Committee for a new full term ending in March 2029. The motion was unanimously approved by the Board (5-0).

11. NOTATION FOR ACTION: NONE

Commissioner Zalak out at 11:08 a.m.

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.

Louine Ek, SW 59th Street, presented a 1 page handout entitled, “God’s Words of Wisdom Proverbs 3 – The Passion Translation”, and stated she felt very privileged to live in Marion County. She shared her words of encouragement and expressed her appreciation to the Board for all the services provided to citizens of the community.

Chairman Bryant thanked Ms. Ek for her continuing prayers and advised that she keeps a copy of the Ms. Ek’s previous messages at her desk, finding comfort and inspiration in them during challenging times.

Commissioner Zalak returned at 11:11 a.m.

Chairman Bryant passed the gavel to Commissioner Zalak, who assumed the Chair.

Commissioner Bryant out at 11:12 a.m.

Joseph Walker, SE 54th Place, Ocklawaha, referred to several pictures (as shown on the overhead screen) and expressed concerns about the maintenance of fire hydrants and surrounding areas near commercial properties. He advised that fire hydrants have not been properly maintained since around 2023, with weeds growing around them in areas by major commercial properties such as the Walmart Superstore and the newly developed 7-Eleven Store in the vicinity. Mr. Walker expressed his frustration over the lack of upkeep by property owners, pointing out that many nearby lots belong to LLCs that do not maintain them, effectively leading to neglected properties.

Commissioner Bryant returned at 11:15 a.m.

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

In response to Commissioner Zalak, Mr. Minter advised that during the foreclosure crisis, banks were indeed made to comply with specific maintenance standards, yielding positive outcomes. He clarified that this issue should still fall under a Code Enforcement category, noting he could perform additional research on how other Counties handle this situation. Ms. Straub acknowledged Mr. Walker’s points and added that the County has reached out to developers who have been transferring property maintenance responsibilities to other partners. While previous developers had been proactive, more recent transitions have led to delays and inconsistencies. Despite this, the developers have reportedly been reactive once notified, and the County intends to prompt them to act more swiftly in maintaining the hydrants and surrounding areas.

(Ed. Note: The Deputy Clerk did not receive a copy of the pictures from Mr. Walker.)

Chairman Bryant advised that public comment is now closed.

13. COMMISSIONER ITEMS:

13.1. Commission Comments

Commissioner Curry addressed House Bill (HB) 105, which concerns the decoupling of horse racing and gambling activities. He commented on the potential impact this Bill could have on Marion County, especially given the County’s significant thoroughbred industry. Commissioner Curry questioned whether the Board should contemplate taking action to support Legislative efforts aimed at protecting this vital industry for the County.

Commissioner Stone agreed with the importance of safeguarding the industry and suggested that the Board could issue a supportive letter to bolster the lobbying efforts of the Florida Thoroughbred Breeders’ and Owners’ Association (FTBOA) against the decoupling efforts.

Commissioner Stone reminded everyone that the “Run for the Springs” event is happening this Saturday, February 22, 2025 at Carney Island.

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Commissioner McClain expressed appreciation for the productive meeting and work accomplished. He noted the agenda for the day was full, with many important items being addressed and significant progress made on critical topics. Commissioner McClain commended County staff for their diligent work in providing detailed presentations and reports that facilitated informed decision making.

Commissioner Zalak expressed strong support for efforts to protect the thoroughbred industry. He emphasized the importance of going beyond a simple Letter of Support and suggested that the Commission actively involve itself in lobbying on behalf of the industry to make this issue a State priority.

Chairman Bryant expressed her gratitude to the commission for engaging in a thoughtful debate regarding the impact fees. She emphasized the importance of having meaningful discussions to arrive at the best outcomes, appreciating the diverse perspectives shared during the meeting. Chairman Bryant expressed her appreciation to County staff for their diligent work and preparation, which greatly contributed to the effectiveness and efficiency of the meeting.

13.2. Commission Calendar

13.2.1. Present Commission Calendar

The Chairman acknowledged receipt of the Commission calendar covering the period of February 18, 2025, to March 6, 2025.

14. NOTATION FOR RECORD:

14.1. County Administrator Informational Items:

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

14.1.2. Present Letter from Florida Department of Commerce, Bureau of Community Planning and Growth Acknowledging the Marion County Comprehensive Plan Evaluation and Appraisal Notification

14.2. Present Walk-On Items From Previous BCC Meeting:

14.2.1. Walk-On Item - Request Approval Of Two STIPULATED ORDERS OF TAKING AND FINAL JUDGMENTS Related To Two Properties To Be Acquired For The 49th Avenue South Phase Road Improvement Project We Have Reached A Settlement With Attorney Joseph M. Hanratty As To Parcel Nos. 10 AR - Dorothy Anthony, And 42 AL - ACTDT BROWN, LLC Our Road Contractor Is Commencing Work On This Project And These Acquisitions Will Expedite That Work We Are Requesting Board Approval Of These Settlements

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/>

14.4. Clerk of the Court:

14.4.1. Present Administrative Budget Transfer Report

14.4.2. Present Monthly Report for the Building Department Budget and Actual

14.4.3. Present Regular Report of Utilization for Reserve for Contingencies

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

14.5.1. Board of Adjustments - November 4, 2024

14.5.2. Development Review Committee - January 13 and 27, 2025

14.5.3. Planning and Zoning Commission - December 30, 2024

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

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

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

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

There was a recess at 11:24 a.m.

The meeting reconvened at 2:00 p.m. with all members present.

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

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

15. PLANNING & ZONING AND DRC WAIVER REQUESTS - REQUEST PROOF OF PUBLICATION (AT 2:00PM):

County Attorney Matthew G. Minter provided a brief overview of the process for today's DRC waiver requests.

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

15.1. DRC Waiver Requests and Public Hearings:

15.1.1. Request for Waiver from Land Development Code Section 6.8.6.K(2)-(3) - Buffers for a Minor Site Plan for Iglesia Cristiana Fe Y Esperanza, Inc., aka: Faith and Hope Church, Parcel Number 8002-0000-04, Application Number 31560 (Budget Impact - None)

Building Safety Director Michael Savage presented the following recommendation on behalf of the Development Review Committee (DRC):

Description/Background: The Applicant, Local Engineering, requested a waiver to Land Development Code (LDC) Section 6.8.6.K.(2), which states, "B Type buffer shall consist of a 20-foot-wide landscape strip with a buffer wall. The buffer shall contain at least two shade trees and three accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer." The Applicant requested for the east, west and south buffers to 1) allow natural vegetation for all tree and shrub plantings and 2) to waive the wall requirements because of natural vegetation.

The Applicant also requested a waiver to LDC Section 6.8.6.K.(3), which states,

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

The subject property is located in the southwest portion of the County on approximately 5.57 acres. The land use is medium residential (MR) and the zoning is single-family residential (R-1) for the surrounding area.

This waiver request was denied by the Development Review Committee (DRC) on December 9, 2024.

Budget/Impact: None.

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

Growth Services Director Chuck Varadin commented on the waiver request, noting the parcel is 5.5 acres with Medium Residential land use and R-1 zoning. He advised that this is a church and from a buffer standpoint the County looks at them as Commercial. Mr. Varadin stated the map seen on the overhead screens shows the subject parcel is surrounded by Single Family Residential (SFR) properties and is heavily treed. He advised that the waiver request relates to the east side, noting the applicant would normally need a Type B buffer on the east, south and the western portion and a Type C along the right-of-way (ROW). He stated the applicant is requesting to utilize the existing vegetation for the buffer. Mr. Varadin provided a brief overview of the submitted Site Plan and Landscape Plan. He advised that staff recommended denying the request but allowing the applicant to use the existing trees to satisfy the requirement for ornamental and shade trees and simply fill in the gaps with shrubs. Mr. Varadin commented on the portion requiring the Type C buffer, noting staff supports allowing the applicant to fill in gaps with understory and shrubs.

In response to Chairman Bryant, Mr. Varadin stated parking will be along the eastern property boundary.

Commissioner Zalak questioned the Land Development Code (LDC) requirements relating to the buffers. Mr. Varadin advised that the Type C buffer on the north is 15 feet wide without a wall and the Type B buffer is 20 feet wide, requiring a wall along the east, south and western property boundaries.

In response to Commissioner Stone, Mr. Varadin stated the Landscape Plan indicates a construction access near the western boundary. He clarified that the applicant has proposed to take down trees in that area to construct the drainage retention area (DRA). Mr. Varadin advised that they are proposing to leave a strip of trees along the western boundary, which could be utilized for shade and ornamental tree requirements with shrubs being used to fill in the gaps. He opined that staff would recommend the applicant put the wall or an opaque fence on the western side of the DRA and the shrubs would be on the public side of the wall/fence.

Andy Kesselring, EDK Environmental Design, P.O. Box 5121, presented a 7 page handout containing the Landscape Plan and photographs of the subject parcel. He advised that the construction access that Commissioner Stone spoke of is only to get equipment to where the DRA is being constructed, which is basically a small swale. Mr. Kesselring stated staff requested the access be shown from the main part of the parcel down to the DRA area, noting it will not extend down to the residential areas. He clarified

that the access would not be paved, and it was placed in an area where there were no large trees surveyed. Mr. Kesselring advised that the photographs he passed out reflect what is actually on the site. He stated when he was onsite with staff it was his understanding that the existing vegetation would likely meet the LDC requirement for trees, ornamentals, shrubs, etc. Mr. Kesselring advised that there is one stretch along what will be the new entrance, and the applicant will plant that just like the Type C buffer. He stated the request is for a waiver to be able to use existing vegetation for all the requirements where it is available and where it is not they will plant a Type C buffer. Mr. Kesselring addressed the east, south and west side buffers, noting there is a lot of existing vegetation, and he believes there is no need for additional plantings. He stated the applicant agreed with staff that if there were any gaps after construction they would fill those in with shrubs. Mr. Kesselring commented on the wall requirement, noting nearly all of the residential lots have an existing wood fence or polyvinyl chloride (PVC) fence at the rear of their property. He opined that it would be counterproductive to put another wall or fence adjacent to that due to the applicant keeping the existing vegetation in that area. In response to Chairman Bryant, Mr. Kesselring advised that there will be no under brushing, and it will be left to provide privacy for the church as, well as the existing homeowners.

Mr. Kesselring stated all of the parking on the Site Plan extends to the south and there will be grass parking, noting there is some existing asphalt where the front 20 to 30 spaces are located that will be repaved and restriped. He clarified that from that point south there will be grass parking.

Pastor Harry Quinones, Faith and Hope Church, no address given, advised that the church is expanding to accommodate approximately 219 individuals. He stated Bible School is 11:30 a.m. to 12:30 p.m. and from 12:30 p.m. on is the regular worship service. Pastor Quinones advised that there will be prayer service on Fridays.

Commissioner Curry questioned the impact to existing vegetation if the applicant had to construct the wall. Mr. Kesselring stated it is likely more vegetation would be removed than what could be saved in that scenario.

In response to Commissioner Curry, Mr. Kesselring advised that there is a little playground to the southwest of the church that will be in use when services are being conducted. He stated there are currently no other planned activities for outdoors.

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to disagree with the DRC and approve the waiver request with the Condition that if there are any gaps after construction, they will be infilled with the appropriate foliage. The motion was unanimously approved by the Board (5-0).

15.1.2. Request for Waiver from Land Development Code Section 6.8.6.K(2) - Buffers for a Minor Site Plan for Kendrick Baptist Church, Parcel Number 13457-000-00, Application Number 31965 (Budget Impact - None)

Building Safety Director Savage presented the following recommendation on behalf of the DRC:

Description/Background: The Applicant, Radcliffe Engineering, requested a waiver to Land Development Code (LDC) Section 6.8.6.K.(2), which states, "B-Type buffer shall consist of a 20-foot wide landscape strip with a buffer wall. The buffer shall contain at least two shade trees and three accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer." The Applicant requests

waiver to modify the Type "B" buffer along the north, west, and part of the southern property lines to use existing vegetation and eliminate the wall/fence requirement. The subject property is located in the northwest portion of the County on approximately 5.00 acres. The future land use for this property and the surrounding property is employment center (EC).

This waiver request was denied by the Development Review Committee (DRC) on December 30, 2024.

Budget/Impact: None.

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

Growth Services Director Varadin, provided an overview of the request for a waiver for buffers for a minor Site Plan for Kendrick Baptist Church. He stated this is one of two requests for the applicant, noting the Office of the County Engineer (OCE) will present the request relating to sidewalks. Mr. Varadin referred to the aerial photograph as seen on the overhead screens, which shows an abandoned lime rock mine to the north and railroad tracks to the west. He commented on the R-4 (Mixed Residential) zoning of the subject parcel, noting the applicant would technically need a Type B buffer on the north, west and southern piece of the property. Mr. Varadin stated the applicant is requesting to use the existing vegetation in lieu of a wall. He advised that D&D Kendrick to the north has provided a letter supporting the request. Mr. Varadin advised that staff's recommendation is to support the waiver request, noting there are roads to the east, west and south providing separation. He clarified that staff denied the request at DRC to bring it back before the Board.

Mike Radcliffe, Radcliffe Engineering, SE Lake Weir Avenue, commented on the request for a waiver, noting the applicant is requesting not to construct a wall or provide additional buffering along the north, west and southwesterly side. He stated the church property does not go to the railroad so there is an additional easement approximately 30 feet there containing vegetation. Mr. Radcliffe advised that the church is providing a modified Type C buffer along the road, noting additional vegetation will be added anywhere there are gaps along with a hedge. He commented on the Type B buffer requirement for a wall or fence and provided cost estimates for both (\$150,000.00 for a wall and \$30,000.00 for a fence).

A motion was made by Commissioner Zalak, seconded by Commissioner Curry, to disagree with the DRC and approve the waiver request allowing the applicant to provide a Type B, 20 foot buffer without a wall or fence. The motion was unanimously approved by the Board (5-0).

Mr. Radcliffe clarified that any gaps in the buffer along the road would be filled in.

15.1.3. Request for Waiver from Land Development Code Section 6.12.12.A.-D. - Sidewalks for a Minor Site Plan for Kendrick Baptist Church, Parcel Number 13457-000-00, Application Number 31965 (Budget Impact - None)

Building Safety Director Savage presented the following recommendation on behalf of the DRC:

Description/Background: The Applicant, Radcliffe Engineering, requested a waiver to Land Development Code (LDC) Section 6.12.12. D. which states:

D. At the discretion of the Development Review Committee, in lieu of construction along external streets, the developer may pay a sidewalk fee to the County in an amount necessary to complete construction. This amount shall be determined by the project engineer and approved by the

County with payment required prior to final plan approval. The County may use these funds toward the construction of sidewalks throughout the County based on priorities established by the Board.

The Applicant requested to waive required sidewalks along the property frontage, which the Development Review Committee was also in agreement with. However, the applicant did not want to contribute to the sidewalk fund which the Development Review Committee was not in favor of.

The subject property is located in the northwest portion of the County on approximately 5.00 acres.

This waiver request was denied by the Development Review Committee (DRC) on December 30, 2024, on the basis of the applicant not willing to contribute to the sidewalk fund in lieu of construction.

Budget/Impact: None.

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

County Engineer Steven Cohoon, OCE, provided an overview of the waiver request relating to sidewalks. He stated along the frontage of the property the Code requires for this type of roadway that sidewalks be placed. Mr. Cohoon advised that the DRC agreed with the applicant that sidewalks are not needed in this area; however, the Code requires a fee to be paid in lieu of for these scenarios. He stated the applicant is requesting a waiver from paying the fee. Mr. Cohoon provided an estimate of \$15,300.00 for 612 linear feet of sidewalk relating to this request.

Mike Radcliffe, Radcliffe Engineering, SE Lake Weir Avenue, advised that the church is not a high pedestrian traffic generator, noting due to the rural nature of the area individuals typically drive to church. He stated there are no sidewalks within 1.5 miles to the north and 2.5 miles to the south. Mr. Radcliffe advised that \$15,300.00 is a substantial cost for the church to absorb in a location where there is no need for sidewalks.

Commissioner McClain questioned if there are any upcoming projects in that area. Mr. Cohoon stated there is nothing that comes to mind. He advised that the Department of Transportation (DOT) is making improvements at West Highway 326, but that would not be an appropriate location for the use of the fee in lieu of funds.

Commissioner Zalak stated he has not waived the in lieu of fee for sidewalks, noting the Board has removed the wall and infill requirements. He advised that the fee in lieu of is really about helping to put sidewalks in various locations Countywide.

Commissioner Curry opined that he is in favor of waiving the fee.

A motion was made by Commissioner Zalak, seconded by Commissioner Curry, to disagree with the DRC and approve the waiver request relating to providing sidewalks or a fee in lieu of the sidewalks. The motion was unanimously approved by the Board (5-0).

15.2. Adoption of Ordinance: NONE

Mr. Bouyounes presented a handout relating to waiving Impact Fees for affordable housing.

(Ed. Note: The Deputy Clerk did not receive a copy of Mr. Bouyounes' handout for the record.)

February 18, 2025

There being no further business to come before the Board, the meeting thereupon adjourned at 2:30 p.m.

Kathy Bryant, Chairman

Attest:

Gregory C. Harrell, Clerk

DRAFT



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19563

Agenda Date: 7/1/2025

Agenda No.: 3.3.

SUBJECT:
February 24, 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**

February 24, 2025

CALL TO ORDER:

The Marion County Board of County Commissioners met in a workshop session in Commission Chambers at 2:00 p.m. on Monday, February 24, 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 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, Deputy Growth Services Director Ken Weyrauch, and Senior Planner Chris Rison.

The Deputy Clerk was in receipt of a 37 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 second of ten workshops scheduled over the next five (5) months. During this series of workshops, the Board will focus on gaining consensus for proposed changes to the Comprehensive Plan and discuss 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 bring-back items from the last workshop (economic, potable water, and aquifer elements) as well as step-down approaches, protections of rural areas, and rural activity centers (RACs). The Board will also review proposed edits to the intergovernmental coordination element and the capital improvement element of the Comprehensive Plan.

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

Blair Knighting, Kimley-Horn and Associates, Inc. (KHA), Grand Bay Parkway West, Jacksonville, presented a 7 page handout entitled, "Redlines – Economic Element"; and a 2 page handout entitled, "Protection of Rural Land and Step-Down Approaches". She began the presentation by discussing "bring back" items from the previous workshops (Economic Development; Potable Water Element; Aquifer Recharge Element; etc.). Ms. Knighting referred to the screenshots (as shown in the overhead screen) and advised that there were a few items the Commissioners wanted to revisit, noting the changes that were made are based on the Commissioners' previous suggestions. The purpose was to ensure everyone understood the updates and to gather any additional feedback before proceeding.

Commissioner Stone raised a question about Objective 1.4, specifically the wording "shall coordinate with the Chamber and Economic Partnership" and expressed concern about locking the County into coordinating with specific entities for the duration of the Comprehensive Plan.

County Administrator Mounir Bouyounes advised that the County makes Geographic Information Systems (GIS) layers available to the Chamber and Economic Partnership (CEP) for economic development purposes (i.e., what land uses and zoning designations currently exists) and the CEP uses that layer to help determine and promote the properties that are suitable for economic development. He opined that while the word "shall" indicates a formal obligation, the intention is not to limit the availability of these GIS resources exclusively to the CEP.

Chairman Bryant recommended broadening the accessibility of the list by stating, "This list shall be made available to anyone in the public upon request," ensuring that the data is not restricted to CEP alone, but is open to public inquiries, reflecting an inclusive policy direction.

Commissioner Zalak suggested the language read, "The County shall coordinate with any economic development organization in Marion County to maintain inventory."

General discussion ensued.

Assistant Growth Services Director Ken Weyrauch advised that the Department has the GIS on its interactive map, as well as on the data portal, noting anyone who contacts the Department requesting a copy of the GIS layer would be provided one.

General discussion resumed.

It was the general consensus of the Board to amend the language to read "The County in coordination with the CEP will maintain an inventory of commercial and industrial designated lands for economic growth and job creation purposes. This list shall be made available to anyone in the public upon request." This approach was set to underline the County's commitment to transparent governance and equitable information sharing among all stakeholders interested in Marion County's economic development.

Ms. Knighting addressed the Potable Water Element Policy 1.3.2, noting the language was generalized as requested by Commissioner Zalak. The language now reads as "The County shall investigate the feasibility of requiring privately owned systems to adhere to standards and regulations contained in the Land Development Code (LDC) for County owned systems".

Ms. Knighting addressed the Aquifer Recharge Element, noting minor changes were made, including adding "where applicable" to Policy 1.6.5. as it relates to clustering, open space, drought tolerant landscaping, water conservation and irrigation.

General discussion ensued.

Ms. Knighting addressed the protection of rural lands and the step-down development

approaches, noting the importance of protecting the rural areas and rural neighborhoods in the Comprehensive Plan. She opined that overall, the Future Land Use Element (FLUE) does a good job of protecting rural lands. Ms. Knighting referred to Policy 2.1.6 Protection of Rural Areas which states. "Rural areas shall be protected from premature urbanization, and a vibrant rural economy shall be encouraged outside the Urban Growth Boundary (UGB) and Planned Services Areas (PSAs). Urban and suburban uses incompatible with agricultural uses shall be directed toward areas appropriate for urban development, such as within the UGB and PSAs as further described in Policy 3.1.3." She commented on additional language that could be added to Policy 2.1.7. as it relates to Amendment Applications for Conversion of Rural Lands. Ms. Knighting opined that applications for conversion/amendment of agricultural properties designated as Rural Land should demonstrate the following: 1) will not result in urban sprawl; 2) availability of public infrastructure; 3) close proximity of the site to the UGB; 4) the need for the conversion/amendment; 5) is compatible with the surrounding area and meets the intent if the Comprehensive Plan; and 6) the conversion/amendment shall also meet the requirements of the LDC.

Commissioner McClain opined that the way to protect rural land is to try and incentivize people to use it, noting the current development stems from different generations selling off their rural lands (i.e., working farms).

Mr. Minter advised that "Rural Areas" is defined in the Comprehensive Plan as the land area outside of the UGB, noting some people confuse Rural Area with the Rural Land Use Designation, which are 2 separate things. He clarified that Rural Area is not a Land Use Designation any more than the Urban Area is not a Land Use Designation.

General discussion ensued in regard to what the Board envisions for a vibrant rural economy.

Mr. Minter commented on previous Board discussion relating to the placement of RACs. General discussion resumed.

Commissioner Stone commented on the infrastructure (water, sewer, etc.) necessary before a property can be developed.

General discussion resumed.

In response to Chairman Bryant, ACA Tracy Straub advised that if the main use of a property is an agricultural use and a property owner requests to have a commercial use on that property (e.g., produce stand on a farm, wine tasting on a winery) than it is considered compatible.

General discussion resumed.

Chairman Bryant requested staff put together a list of the things that are already allowed by either County policies or State Statutes in the agricultural areas.

In response to Commissioner Zalak, Mr. Weyrauch commented on Policy 5.1.2. as it relates to converting rural land uses to urban land uses through either a land use amendment, zoning change, or special use permit (SUP), noting the County can require the applicant to provide a Needs Analysis and proof that the request is compatible with the surrounding area.

Commissioner Zalak opined that the County should have a guideline of what needs to be included in a Needs Analysis.

Commissioner Stone concurred and opined that the analysis should include whether the project would bring jobs to that part of the County, if the project would provide a housing element that is missing in that particular area, etc.

General discussion ensued relating to guidelines the County needs to require for a Needs

Analysis, including how it supports the County's Vision Statement, as well as the definition of rural areas and urban sprawl.

Ms. Knighting addressed Policy 2.1.13., Protection of Rural Neighborhoods, noting the recommendation is to amend the language as follows: "Marion County shall recognize that existing "Rural Neighborhoods" deserve special protection from the intrusion of urban uses, densities, and intensities where new development occurs within the immediate vicinity. For the purpose of this policy, a "Rural Neighborhood" is an existing recorded or unrecorded subdivision where the overall density does not exceed one unit per three acres and the subdivision has a predominant Future Land Use Designation of Rural Land".

Commissioner Curry commented on Policy 2.1.7. and questioned if the County is still allowing for package plants in rural areas. Mr. Bouyounes advised that staff does not encourage package plants/wastewater treatment plants, but it becomes part of the discussion based on the size of the proposed development as to whether they would be required to build a full wastewater treatment facility. He stated package plants also have to be approved by the Department of Environmental Protection (DEP).

In response to Commissioner Curry, Senior Planner Chris Rison advised that Bel Lago subdivision will be connecting to the central water system coming out of the Spruce Creek Preserve subdivision and will be on septic tanks. He clarified that those residents have 1 to 5 acre tracts. Mr. Rison advised that package plants are often considered where there are RACs that have more concentrated activities or at Recreational Vehicle (RV) parks. Chairman Bryant commented on encouraging agricultural uses on agricultural property, noting if someone wanted to do a "farm to table" restaurant and did not have the ability to hook up to public infrastructure then they should be allowed to build a packaging plant.

Ms. Knighting referred to the 2 page handout entitled, "Protection of Rural Land and Step-Down Approaches" as it relates to Policy 3.1.3. Protection of Rural Lands Outside the UGB. The Policy states "The County shall require step-down approaches for new developments, which are both within and directly adjacent to the UGB. For new developments directly inside the UGB that are adjacent to Rural Lands land use an existing agricultural use or an existing Rural Neighborhood directly outside the UGB, the following strategies shall be implemented: 1) The new development shall incorporate a 100-foot buffer either retaining the existing natural vegetative buffer or a Type A vegetative buffer (approved by the County's Landscape Architect) surrounding the entire property boundary which borders the UGB".

Commissioner Zalak requested the language "100-foot buffer" be changed to "100-foot setback". It was the general consensus of the Board to concur.

Ms. Knighting stated proposed language in Policy 3.1.3. also includes: "2) No structure shall be located within the 100-foot buffer. 3) The heights of structures shall be no greater than thirty-five (35) feet at the 100-foot buffer line and may increase in height five (5) feet for every ten (10) feet away from the 100-foot buffer. The maximum height shall also be regulated by the LDC. 4) Cluster Density Bonus option. The new development may qualify for a Cluster Density Bonus under this policy if the project provides the following: a) Preservation of 60% of the area in open space and the open space is strategically located to protect a Rural Lands land use, an existing agricultural use, or an existing Rural Neighborhood directly outside the UGB. The open space may be used as passive recreation for the development; b) The development is connected to central water and sewer; and c) The density bonus shall be regulated through an approved Planned Unit Development (PUD) application and may obtain up to one (1) unit per gross acre of added

density and may feature smaller lot sizes than typically permitted”.

General discussion ensued relating to Policy 3.1.3. and the impact that Cluster Density Bonus (one (1) unit per gross acre of added density) would have on the border of the UGB line.

Ms. Knighting stated the language could be amended, noting the Comprehensive Plan currently allows Cluster Density Bonus outside of the UGB at one (1) unit per 5 acres (i.e., hamlet).

Chris Rison clarified that the current Comprehensive Plan has 2 provisions for Bonus Densities inside the Rural Area/Rural Lands that are located outside the UGB, but not in the Farmland Preservation Area (FPA). The language stipulates if a developer wants to develop a hamlet it can be (1) unit per 5 acres or one (1) unit per 3.5 acres with certain requirements. The Comprehensive Plan also addresses Residential Cluster, which states if the property is within specific distances of certain facilities the developer would receive “points” that allows for an additional Density Bonus. The maximum Density Bonus would be one (1) unit per 7 acres.

General discussion resumed about the unintended consequences of the density bonus, especially its compatibility with the goal of establishing step-down zoning as a transition between urban and rural areas.

Ms. Knighting noted language relating to the Cluster Density Bonus option could be amended or completely removed. It was the general consensus to remove the Cluster Density Bonus option for areas adjacent to urban growth boundaries.

General discussion ensued relating to step-down approaches.

Chairman Bryant stated she would like staff to create a map of the UGB, the land uses around that line, as well as the associated zoning designations.

Commissioner Zalak opined that the County should not have a “Type A” buffer in a plan that is going to last out into the future for another 20 years. He advised that he would prefer policy language that prioritizes opacity as a means to achieve visual and functional buffering.

General discussion ensued in regard to buffering requirements.

Chairman Bryant suggested the language in Policy 3.1.3(1) be changed to read “The new development shall incorporate a 100-foot buffer either retaining the existing natural vegetative buffer or a buffer that meets the opacity requirements of the LDC”. It was the general consensus of the Board to concur.

Ms. Knighting stated she would bring back policy options relating to cluster densities that are located more centrally (in the core) within the UGB.

Commissioner McClain out at 3:33 p.m.

Ms. Knighting addressed RACs, noting they are intended to serve as mixed-use nodes offering residential, commercial, and agricultural-related uses. This strategic placement aims to ensure that residents in rural areas have access to necessary goods and services without traveling significant distances into more urban settings.

Mr. Weyrauch presented an “11x17” inch map illustrating the location of RACs and their 5-mile buffers. The map aimed to provide insights into the coverage and strategic placement of these centers within Marion County, particularly focusing on their effectiveness in serving rural populations without encouraging urban sprawl.

Commissioner McClain returned at 3:36 p.m.

Mr. Weyrauch provided a brief overview of the map and explained the rationale behind the 5-mile buffer, noting that it aligns with various planning principles, including minimizing “food deserts”, which are defined by distances greater than 10 miles in rural areas. He

advised that the RACs are strategically located to maximize accessibility across the County's geography, ensuring almost every resident is within 5 miles of a commercial node. The buffer zones help visualize this accessibility and reveal where the County may or may not be adequately serviced by these centers.

Commissioner Zalak expressed concerns that the US Highway 441 corridor lacked sufficient RACs, suggesting that this could create limitations for economic activities there, as existing zoning and entitlements do not allow the flexibility that RACs provide.

Mr. Weyrauch advised that staff will bring back a list of the activities (existing uses) allowed in Commercial nodes versus those allowed in a RAC, noting most of the day to day needs are allowed in the Commercial zoned entitlements. He stated there are a few RACs along US Highway 441 (north of the split); however, new RACs have not been added south of the split primarily to maintain the corridor's flow as a Strategic Intermodal System (SIS) network and avoid congestion that could impede traffic movement.

General discussion ensued.

Chairman Bryant advised that there are some parcels along that corridor that have Commercial zoning, noting anyone of those can bring forward a request/application for a change of land use and zoning change in order to develop a RAC.

Ms. Knighting referred to pages 12 through 37 of the Agenda packet, which contain redline drafts of the Intergovernmental Coordination and Capital Improvement Elements (CIE). She stated the only major change to the Intergovernmental Coordination Element entailed streamlining a complex table filled with confusing and technical verbiage. For the Capital Improvements Element, one of the key modifications was an effort to delineate and update level of service (LOS) standards, with potential alterations reflected in clearer tables.

Ms. Knighting advised that the next workshop is scheduled for Tuesday, March 11, 2025 at 2:30 p.m., noting the topics will be Transportation LOS and redline reviews of the Transportation Element.

BOARD DISCUSSION AND CLOSING COMMENTS

Mr. Bouyounes referred to page 22 of the Agenda packet as it relates to Policy 1.2.4., noting the proposed language change would require a local Ordinance to add a new project to the Capital Improvements Element (CIE) schedule.

Ms. Knighting advised that the red lined language is the old language prior to the changes to the Statutory compliance, noting the old requirement was for a Comprehensive Plan Amendment if the County wanted to add a new project to the CIE. She clarified that the changes were made to align with State Statutes, which now allow corrections, updates, and modifications concerning costs, revenue sources, and facility capacity to be made by local Ordinance without having to amend the Comprehensive Plan and go through the State process. Ms. Knighting advised that corrections, updates, and modifications concerning costs, revenue sources, facility dedications, and construction dates may be made by Resolution and no longer require an Ordinance. She noted she would provide the Statute information to the Board for their review.

Ms. Knighting addressed the organizational changes in the tables related to concurrency, which cover categories such as what's currently subject to concurrency and what's exempt. She emphasized that these tables did not involve content changes but were reorganized for clarity, thereby facilitating a better understanding of infrastructure needs and growth demands.

February 24, 2025

NEW BUSINESS: ACA Tracy Straub stated she just received an email from a citizen who wanted to remind everyone that the Southeastern Youth Fair Steer Show will take place this evening at 6:00 p.m. at the Southeastern Livestock Pavilion (SELP).

CONTINUED: Mr. Minter commented on the Comprehensive Plan language and its interplay with zoning and land use decisions. He referenced a case called “MoCA Military” in Miami, which states “It is a leap in logic to argue that the Comprehensive Plan’s permissive language made it reasonably foreseeable that, and non-speculative to assume that the properties would be zoned by a specific date for residential use. A property owner does not reasonably foresee the enactment of land development regulations authorizing whatever use it hopes to make of its property in the future”. He advised that the Florida Supreme Court has declared “A Comprehensive Plan only establishes a long range maximum limit on the “possible” intensity of land use. A plan does not simultaneously establish an immediate minimum limit on the possible intensity of land use. The present use of land may, by zoning Ordinance, continue to be more limited than the future use contemplated by the Comprehensive Plan. Even if a Comprehensive Plan explicitly authorized development for a residential use (in this particular case) as the Plan merely contemplated a range of uses. The actual permitted uses of the subject properties would nevertheless be confined to those the City chose by legislative action to expressly permit in the zoning code”. Mr. Minter further read “does the fact that a proposed use is consistent with the Plan mean that the planners contemplated that the use would be acceptable at some point in the future. Zoning involves the exercise of discretionary power within the limits imposed by the Comprehensive Plan”.

In response to Chairman Bryant, Mr. Minter stated there is language in the LDC that states if a PUD expires, it automatically reverts to the prior zoning.

Mr. Weyrauch advised that there is a provision in the Code that states the applicant can come in and request a 1 year extension from the Board.

Mr. Minter advised that the idea is that all development orders, including rezonings, have to be consistent with the Comprehensive Plan.

General discussion ensued.

There being no further business to come before the Board, the meeting thereupon adjourned at 3:56 p.m.

Kathy Bryant, Chairman

Attest:

Gregory C. Harrell, Clerk

DRAFT

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19568

Agenda Date: 7/1/2025

Agenda No.: 3.4.

SUBJECT:
February 27, 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**

February 27, 2025

CALL TO ORDER:

The Marion County Board of County Commissioners (BCC) met in a workshop session in Commission Chambers at 3:01 p.m. on Thursday, February 27, 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 Marion County Fire Rescue Assessment Rates.

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.

It was noted for the record that the Deputy Clerk was in receipt of a 27 page Agenda packet to follow along with the PowerPoint presentation.

PRESENTATION

1. Workshop to discuss Marion County Fire Rescue Assessment Rates.

Fire Chief James Banta, Marion County Fire Rescue (MCFR) presented the following recommendation:

Description/Background: This fire assessment workshop will provide an overview of Marion County's Fire Rescue Services Municipal Services Benefit Unit (MSBU), including a comparison of the current assessment methodology with the proposed updates. The discussion will cover the assessable budget, cost apportionment, demand and availability calculations, and rate structures. The workshop will also present projected revenue impacts and rate adjustments based on the latest fiscal analysis.

Stakeholders will have the opportunity to review changes from the 2019 study and understand the financial implications of the proposed modifications for FY 2025-26 and beyond. The current rates were adopted by resolution on September 10, 2019, and the proposed new residential combined rate, based on a five-year average, would reflect an increase of \$84.06.

Residential Category	Service Component	Availability Component	
Residential	Per Dwelling Unit	Per EDU	Total
	\$76.53	\$207.44	\$283.97
Non Residential Categories	Per Square Foot	Perr EDU	
Commercial	\$0.1823	\$207.44	
Industrial Warehouse	\$0.0218	\$207.44	
Institutional	\$0.1521	\$207.44	

Miscellaneous Buildings (Greater Than 300 Sq. Ft.)	\$0.0128	N/A	
Land Category	Per Acre	Per EDU	
Land	\$3.95	N/A	
Estimated Assessable Budget	\$20,580,861	\$37,100,923	\$57,681,784
Estimated Exempt Buy-Down	\$4,275,307	\$923,908	\$5,199,215
Estimated Net Revenue	\$16,305,554	\$36,177,015	\$52,482,569
Total Estimated Net Revenue	\$52,482,569		
Estimated MSTU Revenue Needed			\$28,519,299
Total Net Revenue			\$81,001,868

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

Fire Chief James Banta, MCFR, advised this workshop provides an opportunity to review and discuss the future of MCFR's assessment structure. He commented on the increasing demand for fire services due to growth in the County. Chief Banta stated the goal today is to ensure that funding remains fair, sustainable, and aligns with the evolving needs of County residents and businesses. He advised that the Department will be reviewing the updates to the Municipal Services Benefit Unit (MSBU) assessment methodology including cost apportionment, rate structures, and projected revenue impacts. Chief Banta stated this discussion will provide clarity on how the Department arrived at these recommendations and what they mean to the community moving forward.

Municipal Services Director at Anser Advisory, Sandi Neubarth, Accenture, Tallahassee, advised that her company formerly known as (FKA) Government Services Group, Inc., has been doing the County's Fire Assessment for years and has now been acquired by Accenture. Ms. Neubarth provided an overview relating to the topics of discussion. She referred to the slide on the screen depicting fiscal year (FY) 2024-25 adopted rates, noting there are 2 components to the Fire Assessment (demand and availability) that make up the 1 total rate. Ms. Neubarth stated the FY 2024-25 rates for a single family residential (SFR) property was \$199.91, which was based off of the last study performed in 2019. She advised that it generated roughly \$37,000,000.00. Ms. Neubarth commented on tax exemptions related to institutional buildings. She stated Accenture started off by looking at the total budget and developed a 5-year average assessable budget, noting it helps to smooth out the rates allowing the Board to adopt the 5-year average rate. Ms. Neubarth advised that Accenture reviewed the total expenditures, netted out the revenues to get the Department's net expenditures, which shows the 5-year net expenditures at roughly \$86,000,000.00 for the total budget. She stated the County cannot fund the total MCFR budget through the MSBU Fire Assessment, so the portion that cannot be funded is divided out. Ms. Neubarth advised that the Fire Protection Services is the assessable portion and based on that approximately \$57,681,000.00 of the 5-year average assessable budget can be funded from the Fire Assessment. She addressed Cost Apportionment Methodology. Ms. Neubarth stated the \$57,000,000.00 budget is split between the 2 components (demand and availability). She advised that relating to the demand component she looked at time in service, training, testing of apparatus, public education, anything which keeps the firefighters from being available to respond to a call. Ms. Neubarth stated she looked at the total hours, the hours they are in service, which is roughly 306,000 man-hours or 35.68% of the total amount of time. She advised that the demand portion is going to be funding 35.68% of the \$57,000,000.00 budget. Ms. Neubarth commented on the availability component, noting it includes things such as travel time after a call, maintenance and cleaning of apparatus, etc. She stated staff are available to respond. Ms. Neubarth advised that the component was roughly 552,000 man-hours or 64.32% of the total time, which means the availability component of that

\$57,000,000.00 is going to be funded by the 64.32%. She stated the last study (2019) showed the demand component increased approximately 4%, meaning staff is out in the field in service more than they were in 2019.

Ms. Neubarth provided an overview relating to calculating the rates for the demand component. She commented on the rate categories; Residential, Commercial, Industrial/Warehouse, Institutional, Miscellaneous Buildings, and Land. Ms. Neubarth advised that she looks at what percentage of the demand is associated with each category. She stated the FY 2022/23 call data was used, noting 61.10% of the calls went to Residential; therefore, of that \$20,000,000.00 budget allocation they would fund 61.10%. Ms. Neubarth advised that 14.84% is funded from Commercial properties; 1.43% gets funded from Industrial/Warehouse; Institutional is 6.49%; 1.99% comes from Miscellaneous Buildings; and land is 14.16%. She stated based on the chart, it appears that the demand for Residential decreased by 4.05% from the last study; Commercial went up approximately 3.30%; Industrial/Warehouse increased by roughly 0.29%; Institutional increased by 0.14%; Miscellaneous Building went down 1.17%; and land is up 1.5%. Ms. Neubarth advised that there will be shifts during the rate calculations due to the shift in demand.

Chairman Bryant questioned if there is anything the Board can attribute to the demand for Residential going down, noting there are more Residential units in the County. Ms. Neubarth stated it is the increase in Commercial calls. She clarified that the percentage is down due to the higher total.

Ms. Neubarth provided a breakdown of the assessable costs associated relating to each category. She commented on how the rates are calculated, noting it is necessary to know what billing unit will be used. Ms. Neubarth advised that for Residential, for the demand component, a per dwelling unit (du) will be utilized; for Non-Residential it is based on a per square foot (sf) basis, including Miscellaneous Building. She noted only Miscellaneous Buildings over 300 sf are included. Ms. Neubarth stated Land is based on a per acre charge. She advised that improved parcels only get charged for land over 5 acres and are capped at 640 acres. Ms. Neubarth advised that there are 164,317 dwelling units in the County, which is roughly 23,000 more than the County had from the 2019 study. She stated Rainbow Lakes Estates (RLE) is included in the MSBU, noting this is the first time it will be based on the County's Ordinance. Ms. Neubarth provided a breakdown of sf for each Non-Residential category. She stated the number of units has gone up relating to each of the rate categories.

Ms. Neubarth advised that the Board can fund whatever budget it chooses whether it is the \$57,000,000.00 or something lower, noting the Board cannot overfund and go higher. She provided a brief overview of demand calculations and rates.

Commissioner Zalak questioned the difference between Commercial and Institutional facilities. Ms. Neubarth advised that Institutional relates to things one thinks of as a public purpose, such as schools, non-profits, hospitals, etc. She stated Commercial are things that are for-profit such as doctor's offices, Miscellaneous relates to sheds, outbuildings and things like that.

In response to Commissioner Zalak, Ms. Neubarth advised that Commercial is a higher rate than Industrial/Warehouse due to having more demand relating to the percentage of calls. She stated there is another methodology for calculating rates entitled, "The Availability Methodology", which is just straight availability (time in service) with a per unit rate based on the value of the buildings. Ms. Neubarth advised that it is similar to how taxes are, noting at this time the Supreme Court has accepted the methodology. She

clarified that it is not the taxable value of the property or the land. Ms. Neubarth stated Tier 1 is a per Equivalent Billing Unit (EBU) based on a dollar value. She clarified that the per EBU rate is calculated based on the market value of all structures on all properties. Tier 2 tends to shift the burden from the Non-Residential to Residential. She stated under Tier 2 everybody shares equally in the availability of the fire department, so a per parcel charge is created on that Tier 2 rate. Ms. Neubarth advised that her organization sometimes finds that there may be an amount that is the starting point everyone pays. She commented on the flat rate fee, noting where it has been looked at it shifted the burden to SFR and Vacant Land. Ms. Neubarth stated the same amount of funds are generated regardless of the methodology used it just shifts the burden as far as who is paying what portions.

Ms. Neubarth provided a brief overview of the Availability calculations and rates, noting her organization converts all structures square footage into an Equivalent Dwelling Unit EDU based on the average sf of an individual's single family house (2,685 sf). She advised that all Residential du's are assigned 1 EDU, while all Non-Residential structures are assigned an EDU value based on dividing the actual square footage of the building by the average of 2,685 sf. Ms. Neubarth stated this is not charged for Land or Miscellaneous Building, noting they only get the Demand Component and then the other Residential and Non-Residential structures all get the second Availability Component. She commented on the 5-year assessable budget showing 64.32% is funded through the Availability (\$37,100,923.00), divided by the 178,848 EDUs to get the \$207.44 EDU rate.

Ms. Neubarth addressed the combined rates, noting this is based on the 5-year average generating \$57,000,000.00 gross dollars. She clarified that this figure does not include the estimated buy-down for government and institutional, which the County has to buy-down due to the inability to shift that burden from those who are not paying to those who are paying. Ms. Neubarth advised that the buy-down has to be paid from some other available funds other than the Fire Assessment. She stated the per du rate for the Demand Component is \$76.53 and the per EDU for the Availability Component is \$207.44 for a combined rate of \$283.97 per du. Ms. Neubarth advised that Commercial is \$0.1823 per sf, plus \$207.44 for every 2,685 sf. She stated for the Demand Component, the buy-down for the County's Government and Institutional tax-exempt is \$4,275,307.00, resulting in a net of \$16,305,554.00, which is what would be certified to the Tax Collector. Ms. Neubarth advised that the County may not realize that amount, due to it being on the tax bill and providing individuals with the opportunity to save 4% by paying in November. She commented on the Availability Component, which has a gross of \$37,100,923.00, minus the \$923,908.00 buy-down, results in a net of \$36,177,015.00. The combined components result in a net of \$52,482,569.00. Ms. Neubarth referred to a slide showing a rate and revenue comparison based on a 5-year average at 100%. She stated this is based on the rates the Board adopted last year, noting the result is a \$84.06 per du increase for Residential, Commercial and the Non-Residentials vary. Ms. Neubarth commented on the decrease in demand relating to Miscellaneous Buildings. She advised that this result in the County netting approximately \$14,733,000.00 in addition to what was generated last year through the Fire Assessment. Ms. Neubarth provided an overview of the current and new assessment rates for various property types including the difference (increase/decrease). She referred to a slide showing the rates for various property types if the Board should choose to fund the exact budget year after year, noting based on the projected FY 2025-26 Assessable Budget instead of the \$283.97 it would

be \$237.22 or an increase of \$37.31 for the first year. Ms. Neubarth provided a breakdown for years 2, 3, 4 and 5, which shows the Residential assessment at \$325.43 in Year 5.

Commissioner Zalak questioned the total Capital figure of \$893,600.00 projected over the next 5 years. Mr. Bouyounes advised that MCFR has Capital Items in their proposed Budget that is beyond what the County is able to fund with the Sales Tax.

Commissioner Zalak commented on the availability rate of roughly 65% and questioned if that means relating to a 24 hour shift the availability is approximately 15 hours a day. Ms. Neubarth stated it is only for fire protection personnel not EMS, but that is accurate. She commented on the need for overlapping relating to staffing, otherwise the Insurance Services Office (ISO) rate will plummet.

Commissioner Zalak questioned whether Ms. Neubarth has clients that have a different way they handle Commercial properties based on those properties with updated fire safety measures (sprinklers, walls, etc.). Ms. Neubarth advised that the City of Gainesville used to have a sprinkler credit associated with their assessment; however, their assessment was different. She stated the assessment was based on Enhanced Capacity Methodology. Ms. Neubarth advised that out of the \$8,000,000.00 to \$12,000,000.00 generated, only \$15,000.00 was associated with the sprinkler credits and it took hours of Administrative time to manage. She stated it was not worth it, so in 2023 they moved away from that methodology to the Historical Demand Methodology and did away with those sprinkler credits.

Commissioner Stone advised that if the data is not "smoothed out", the assessment in the fifth year would end up at \$325.43, noting the projections utilize FY 2022/23 call data throughout the entire 5-year period.

Ms. Neubarth stated the past demand is a prediction of the future demand, which is why she recommends the County update the information every 5 years or if there is a change in the level of service (LOS). She advised that she does not look at the number of calls, but rather the demand.

Chairman Bryant clarified that if the Board chooses the "smoothing out" method the assessment is \$283.97 total per year, if not it starts at \$237.22 in the first year and increases yearly with the assessment in the fifth year at \$325.43.

Commissioner Stone stated it is her preference to get the dollar value set for the first 5 years.

Commissioner Zalak stated the Board does not have to fund it 100%.

Chairman Bryant questioned how it will be funded if the Board does not opt for 100%.

Commissioner Zalak opined that some of the Capital costs should be cut and paid for by the Sales Tax.

Mr. Bouyounes stated the question is, what is the Board not going to do that has already been listed for the Sales Tax.

In response to Chairman Bryant, Mr. Bouyounes advised that there is nothing included that is already listed for the Sales Tax and nothing that can be covered by Impact Fees. He clarified that staff are looking for additional capacity to be covered by Impact Fees and the majority of the Sales Tax for MCFR will be utilized for vehicle replacement, equipment and rebuilding of old fire stations.

Chairman Bryant questioned if the Board reinstated the Fire Impact Fees, is there any Capital in the Sales Tax that can be pulled out and covered by Impact Fees and if there is anything that the Board can remove relating to the assessment to shift to Sales Tax.

Fire Chief James Banta, MCFR, advised that staff went through Capital expenditures line by line and what was left is the bare minimum and cannot be paid for by Sales Tax.

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Chairman Bryant stated the remaining Capital expenditures do not meet the Statutory requirement to be paid for by Sales Tax.

Chief Banta concurred. He advised that staff did a lot of work relating to future projecting over the last 5 years and it is his opinion that 100% is the appropriate rate.

Chairman Bryant commented on the discussion the Board had last week in regard to the development on NE Jacksonville Road, noting the need for 5 new fire stations means more people.

Chief Banta stated in the expanded services part of this project was adding 3 additional fire engines in year 3 of this plan (Westport, Pedro and Baldwin Ranch), so those positions are programmed into this plan.

In response to Chairman Bryant, Chief Banta advised that funding this at the staggered in rate does fully fund the Department for each budget year.

Chairman Bryant stated this would be the only way to make the impact be less in the next year.

Chief Banta opined that the methodology the Department has used is tried and true, noting they have made 6 years out of the last plan. He advised that being fiscally responsible and the growth within the community combined allowed the Department to get a sixth year; however, there is an impact relating to Reserves.

Chairman Bryant stated the option to "smooth out" the assessment, could possibly get funds in those Reserves that the County can build upon, extending this beyond the 5 years.

Commissioner Zalak commented on the \$21,000,000.00 in Personnel and Operating expenses over the next 5 years, noting today he is not prepared to spend that amount on those items. He advised that he does not want to start taxing individuals based on unknowns.

Chairman Bryant stated the Board knows what the County's growth has looked like and that it is not slowing down, as well as what is and has been approved.

Commissioner McClain questioned what kind of growth component projection over the next 5 years was used. Chief Banta advised that the Department used an annual increase of 5% relating to Wages and Salaries, noting that accounts for additional personnel, wages and a new union contract that will occur during this 5-year period.

Mr. Bouyounes stated after the Board reached consensus today, the next step would be the public hearing to adopt the Ordinance, noting in September the Board would adopt a Resolution.

Chairman Bryant advised that the Resolution would allow the Board to decide at what number they want to implement.

Heather Encinosa, Nabors, Giblin and Nickerson, P.A., Tallahassee Florida, stated typically there is an annual Rate Resolution done in September; however, due to changes in rates and methodology there is an extra step this year. She advised that there will be an amended and restated initial Resolution, which will set the new methodology and new potential maximum rates. Ms. Encinosa stated in September the Board can make its final decision in regard to what those rates will look like, noting the Board can lower the rate but it cannot be raised.

Mr. Minter advised that this step is necessary this year due to the Truth in Millage (TRIM) Notice.

Ms. Encinosa concurred, noting prior to the TRIM Notice the Property Appraiser's Office (PAO) wants those numbers. She stated an initial assessment Resolution will be brought before the Board prior to that and at that point the Board will set its maximum rate. Ms.

Encinosa advised that the TRIM Notice will advise impacted property owners of the change.

Chairman Bryant questioned if there are any comparisons to surrounding areas (City of Ocala, Lake and Sumter Counties, municipalities, etc.). Chief Banta advised he does not have that information but is confident the City of Ocala has a higher assessment.

In response to Chairman Bryant, Mr. Bouyounes stated he did not look at any other Counties. Mr. Bouyounes advised that staff can obtain that information and share with the Board at the public hearing.

Commissioner Stone noted the County operates at a higher LOS, noting City of Ocala sends 2 individuals out on an engine when the County sends 3.

Chief Banta stated there are different response types from different Departments.

Mr. Bouyounes advised that he was informed the cutoff for the TRIM Notice is June 1, 2025.

Commissioner Bryant stated the public hearing would need to occur before then.

Ms. Encinosa advised that a Resolution would be adopted at that public hearing.

Commissioner Zalak opined that the citizens of Marion County passed a Sales Tax to try to reduce these assessments relating to public safety.

Commissioner Stone advised that the Sales Tax cannot fund Operations.

Commissioner Zalak concurred, noting the Board should exercise caution and review the matter.

Chief Banta stated if the Capital costs are removed it is a \$600,000.00 annual decrease.

Chairman Bryant requested Commissioner Zalak perform research and bring some suggestions back to the Board.

General discussion ensued.

Mr. Minter stated in the appendix it has these rates at lower percentages.

Commissioner McClain advised that it is based on the same 5-year budget.

In response to Chairman Bryant, Chief Banta stated the overwhelming majority of that budget is based in Personnel.

Chairman Bryant advised that the County is finally to the point where there is not as much mandatory overtime.

In response to Chairman Bryant, Deputy Chief Robert Graff, Operations, MCFR, stated there are 24 openings in the Fire Budget and 11 openings in the EMS Budget, noting of those 24 openings in the Fire Budget 8 openings are for Fire Station 13. He stated there are 40 individuals in training and 27 entered the field last week.

Chairman Bryant advised that the majority of this budget is in Personnel and \$600,000.00 is in Capital.

Mr. Bouyounes stated the Capital items within this budget are based on the best judgement of Chief Banta. He advised that the Board could move all that Capital and put it in Sales Tax; however, the Board would need to cut other projects from the Sales Tax due to a lack of funding.

Chairman Bryant commented on the Board implementing the \$237.00 in the first year and then evaluating were the County is relating to what was projected for budget and review the matter each year on that basis.

In response to Commissioner Stone, Chairman Bryant stated a new study is not needed, noting the current study can be utilized for 5 years. She clarified that the Board could adopt at the maximum rate and implement at the rate of their choosing.

Ms. Encinosa advised that the Board could increase the rate each year and would include the updated rates in the annual Rate Resolution adopted at a public hearing each

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September. The rates would go out on the TRIM Notice and a new study would not be required.

In response to Chairman Bryant, Ms. Encinosa stated the Board can set the assessment at the lower rate and then increase it annually based on the study. She advised that the next step after this relates to the amended and stated Initial Assessment Resolution, which is not a public hearing. Ms. Encinosa stated that is where the Board would have to provide rate direction relating to the Board's preference for the first year step-up rate or the 5-year average. She noted this would need to occur in May to ensure the information is provided to the PAO by June 1, 2025. Ms. Encinosa advised that the selected rate would go out on the TRIM Notice, and the final rate would be set in September.

Chairman Bryant questioned the timeframe relating to advertising for the public hearing. Ms. Encinosa stated the public hearing that needs to be advertised is in September and the first class mailed Notice will go out on the TRIM and there is a published Notice that is 20 days in advance.

Chairman Bryant commented on having additional discussion relating to this topic during a regularly scheduled Board meeting, possibly the second meeting in April, 2025. She opined that doing so allows the Board the necessary time to make a decision and have that number ready by June 1, 2025.

Mr. Minter questioned if the September public hearing is distinct from the Budget hearing relating to all of the County's other Assessment Resolutions. Ms. Encinosa advised that it depends on when TRIM Notices go out, noting there must be 20 days from the time TRIM Notices go out and the date of the public hearing.

Chairman Bryant directed Mr. Bouyounes, Mr. Minter and Ms. Encinosa to bring this matter back before the Board as an Agenda Item in the time allotted for the Board to do what it must. She stated she is not in favor of adopting at any less than the 100% recommended rate, even if it is done at the tiered rate for the first year.

In response to Chairman Bryant, Chief Banta advised that the Department could fulfill everything being requested with his budget if the Board goes to the \$237.22 the first year, noting there were no expanded services in the first year for the Fire budget.

Mr. Bouyounes clarified that staff will bring the matter back as a discussion Item during the second meeting in April, the initial Resolution will be brought in May, and the final Resolution will be in September.

Commissioner Stone reiterated that the County was able to hold the current assessment rate for 6 years.

BOARD DISCUSSION AND CLOSING COMMENTS: NONE

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There being no further business to come before the Board, the meeting thereupon adjourned at 3:58 p.m.

Kathy Bryant, Chairman

Attest:

Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19569

Agenda Date: 7/1/2025

Agenda No.: 3.5.

SUBJECT:

March 5, 2025 A

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**

March 5, 2025

CALL TO ORDER:

The Marion County Board of County Commissioners met in regular session in Commission Chambers at 9:01 a.m. on Wednesday, March 5, 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 Craig Curry, District 1; Commissioner Matthew McClain, District 3; and Commissioner Michelle Stone, District 5. Also present were Clerk Gregory C. Harrell, County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes, Assistant County Administrator (ACA) Angel Roussel, ACA Tracy Straub, ACA Amanda Tart, and Executive Director of Internal Services Mike McCain.

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 - Unveiling of the Third No Horsin' Around with Marion Anti-Littering Campaign SunTran Bus - Lacey Larramore, Solid Waste Resource Liaison (Presentation Only)

Solid Waste Resource Liaison Lacey Larramore, presented the following recommendation:

Description/Background: The No Horsin' Around with Marion Campaign is the result of the Litter Task Force, which was a collaboration of many local officials, businesses, and agencies who came together with a plan of action to help prevent littering in Marion County.

The final plan of action and a new ordinance with strict fines and enforcement was brought before the Commission in late 2022. The SunTran bus messaging was advertising that was included in the plan and the final concept of the buses was completed at the end of September 2023.

This is our third bus that will be dedicated to spreading the anti-littering message in our community and helping to educate the public on the importance of keeping Marion clean while reminding them that litter is a crime.

Budget/Impact: None.

Recommended Action: Presentation only.

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Solid Waste Resource Liaison Lacey Larramore advised that she is present today for the unveiling of the 3rd No Horsin' Around with Marion Anti-Littering Campaign SunTran Bus. She stated this is just one of the buses that the County has traveling over 1,600 miles every day along the streets of Ocala to educate the public on the importance of keeping trash off our streets and reinforcing the message that littering in our community is a crime. Ms. Larramore expressed her appreciation to the Litter Task Force members for their continued support and dedication, as well as to SunTran, and the City of Ocala, for their valued partnership. She thanked Smash Wraps for their work in bringing the new bus design to life. Ms. Larramore commented on the dedication of local leaders, local organizations, and residents, working together to make a real impact. She invited members of the BCC, SunTran, Smash Wraps, the Litter Task Force, as well as the anti-litter mascot "Rubbish" to join her outside for the unveiling of the bus.

There was a recess at 9:08 a.m.

The meeting reconvened at 9:16 a.m. with all members present.

1.2. PROCLAMATION - Colorectal Cancer Awareness Month - Lisa McGuire, Director of Oncology for HCA Ocala, Cancer Alliance of Marion County (Approval and Presentation)

The Board presented the Proclamation designating March 2025 as Colorectal Cancer Awareness Month to Lisa McGuire, Director of Oncology for HCA Ocala and the Cancer Alliance of Marion County along with several representatives.

Ms. McGuire expressed gratitude to the BCC for their support in raising Cancer awareness and the importance of early detection. She highlighted the availability of local support programs, such as the "We Care" program and HUGS (Heartfelt. Unconditional. Giving) charity, which helps provide access to care. Ms. McGuire advised that Marion County residents no longer need to travel outside the community for advanced diagnostic tools and world-class cancer treatments.

Dr. David Willis shared his personal connection to the issue, explaining that his father was diagnosed with stage 1 colorectal cancer, received surgery, and returned to normal life without the need for radiation or chemotherapy. He highlighted the significant difference in outcomes between early and late stage detection, strongly encouraging screenings. Dr. Willis recommended individuals with a first-degree relative diagnosed with colon cancer should begin screenings 10 years before the relative's age at diagnosis due to genetic risks.

1.3. PROCLAMATION - Marion County Girl Scout Week - Raey Morrison, Volunteer, Marion County Girl Scouts (Approval and Presentation)

The Board presented the Proclamation designating March 9 through March 15, 2025 as Marion County Girl Scout Week to Raey Morrison, Marion County Girl Scouts Volunteer and several other volunteers.

Ms. Morrison commented on the significant contributions and impact that Girl Scouts make in Marion County. She noted the pressing need for more volunteers to lead troops, as many girls want to join but troop sizes are often at capacity with limited leaders available. Ms. Morrison introduced a former Girl Scout who completed her Gold Award project last year and has now returned to volunteer, demonstrating the lasting influence and community spirit fostered by the organization. She provided several boxes of Girl

Scout cookies to Commissioners, noting this was the final weekend for sales and that some varieties, like Thin Mints, were becoming scarce due to their popularity.

Marion County Girl Scout Volunteer Audrey Fowler advised of a cookie finder tool on the Girl Scouts of West Central Florida's website for those still seeking cookies.

1.4. PROCLAMATION - Gardening Month - John Holcombe, Master Gardener Volunteer President and Spring Festival Director (Approval and Presentation)

The Board presented the Proclamation designating March 2025 as Gardening Month to Master Gardener Volunteer President and Spring Festival Director, John Holcombe and several representatives from the Master Gardener's organization.

Mr. Holcombe provided a brief overview of the upcoming 29th Annual Master Gardener Spring Festival, set to take place on March 8 and 9, 2025 at the Southeastern Livestock Pavilion (SELP). This festival marks 29 years of excellence in gardening education for Marion County residents. He advised that the organization consists of approximately 160 Master Gardener volunteers, each contributing on average over 160 hours of service. These volunteer hours collectively equate to an estimated value of \$606,000.00 in service to the County, demonstrating their significant impact. Mr. Holcombe advised that more than 120 vendors would participate in the Festival, offering a variety of plants, trees, and other gardening essentials. Moreover, the Festival would host over 12 seminars covering different aspects of gardening, such as growing vegetables, proper fertilization techniques, identifying beneficial and harmful insects, and protecting the local water supply through responsible landscaping practices.

1.5. PRESENTATION - East Central Florida Planning Council Diamond Awards Presented to Marion County - Amanda Tart, Assistant County Administrator (Presentation Only)

Assistant County Administrator Amanda Tart, presented the following recommendation:

Description/Background: The East Central Florida Diamond Awards, established to commemorate the East Central Florida Regional Planning Council's (ECFRPC) 60th Anniversary, recognize exceptional contributions of individuals, organizations, and projects that have shaped the region's future. By honoring innovative approaches

to urban planning and community development, these awards inspire continued progress and highlight the ECFRPC's enduring commitment to creating a better tomorrow. Marion County received multiple awards at this year's ECFRPC Diamond Awards.

Marion County Extension Services' Edible Landscaping Program was honored with the 2025 East Central Florida Diamond Awards Brilliance Award of Regional Impact for its innovative approach to integrating Florida-friendly landscaping with increased access to fresh fruits and vegetables. The program's impressive impact over its first three years, along with strong follow-up data from participants, highlights its success in addressing food insecurity and promoting locally grown, healthy food options. The initiative's multipronged strategy and the collaboration of numerous agencies and organizations contributed to its well-deserved recognition.

In the 2025 East Central Florida Photo Contest, Mark Anderson in Public Relations won three awards. This included the top honor, the Brilliance Award, which was awarded to the Ocala Park Estates Park Ribbon Cutting photo, which beautifully

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captured the essence of the region's old-growth forests and diverse native flora. In the Conservation & Countryside Award category, the Horse Farm in Ocala photo was recognized in a rare tie, showcasing the unique equestrian landscape of Marion County and its surrounding areas. His photo titled Sunset World Equestrian Center photo tied for the Executive Choice Awards and emerged as a crowd favorite. These stunning images reflect the natural beauty and thriving community of Marion County.

Budget/Impact: None.

Recommended Action: For presentation only.

ACA Amanda Tart advised that Marion County received several awards at the ECFRPC's Diamond Award Ceremony held in February 2025. She invited Marion County's Extension Services team and Mark Anderson from the County's Public Relations (PR) Office to the stage as part of the acknowledgement. Ms. Tart advised that in the Regional Impact category, Marion County Extension Services' Edible Landscaping program was honored with the 2025 Brilliance Award for its innovative approach. The program successfully integrates Florida-friendly landscaping with increased access to fresh fruits and vegetables, addressing food insecurities and promoting healthy eating in the community. The program's strong follow-up data and impressive impact over its first three years demonstrate its success. Additionally, Mark Anderson from the PR team received three awards for his photography work. The top honor, the Brilliance Photo Award, was awarded for Mr. Anderson's captivating photo of the Ocala Park Estates park ribbon-cutting, which beautifully captures the essence of the region's old growth forest and diverse native flora. Other recognized works included an equestrian landscape photo in a rare tie for the Conservation and Countryside Photo Award and a sunset photo at the World Equestrian Center (WEC), which tied for the Executive Choice Award and was a crowd favorite.

(Ed. Note: It was noted for the record that Mr. Anderson's award winning photographs were shown on the overhead screens.)

1.6. PROCLAMATION - Irish American Heritage Month (Approval Only)

The Board approved the Proclamation designating March 2025 as Irish American Heritage Month.

NEW BUSINESS: Chairman Bryant recognized retiring Veterans Services Director Jeffrey Askew. She highlighted his distinguished 22 years of service in the US Navy, which brought him to numerous global locations before his final duty station brought him to Marion County and the community he chose to call home. Chairman Bryant advised that Mr. Askew continued his lifelong commitment to service after retiring from the Navy by joining Marion County as a Human Resource Specialist in February 2000. Just two years later, he became the Veterans Services Director, dedicating over 20 years to advocating for and supporting local veterans.

Chairman Bryant emphasized Mr. Askew's unwavering dedication, leadership, and impact on the lives of veterans and citizens in Marion County. His hands-on involvement in various projects left a lasting legacy in the community. On behalf of the BCC Chairman Bryant presented Mr. Askew with a plaque and expressed her admiration for his service, and recognized that the decision to retire wasn't easy for him, given his love for the job and the considerable difference he made in many lives.

Veterans Services Director Jeffrey Askew addressed the Commissioners and audience, expressing gratitude for the opportunity to serve and work alongside leaders who influenced and improved his own life. He advised that after 47 years of government service, it was time to turn the page and let the younger generation take over. Mr. Askew thanked the Commissioners and County leadership for their support of the veteran community and expressed hope that they would continue their efforts.

In response to Chairman Bryant, Mr. Askew advised that his biggest accomplishment as the Veterans Services Director was helping widows to recognize that they need to know where their spouse's proof of service is at in order to receive their benefits.

Chairman Bryant invited those employees that have worked alongside Mr. Askew since the beginning of his tenure with the County to come up on the stage for a photograph.

Chairman Bryant passed the gavel to Commissioner Zalak, who assumed the Chair.

Commissioner Bryant out at 9:53 a.m.

Commissioner Stone out at 9:53 a.m.

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

Commissioner Bryant returned at 9:55 a.m.

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

Chairman Bryant opened the floor for public comment.

Commissioner Stone returned at 9:56 a.m.

Henry Munoz, Marion Oaks Boulevard, addressed the Board in regard to Agenda Item 7.5.1. as it relates to the road improvements at the intersection of County Road 484 and Marion Oaks Boulevard. He opined that citizens should have more input for the design of the road in this area.

County Engineer Steven Cohoon, Office of the County Engineer (OCE), clarified that the project is in relation to a County agreement with the Department of Transportation (DOT) as part of a safety improvement project, a capacity expansion, as well as signal modifications to reduce the potential for crashes. He advised that this is a separate project and not associated with some of the other items the County is working on further down that corridor.

Joseph Walker, SE 54th Place, Ocklawaha, commented on Agenda Item 8.1. (auto liability settlement), as well as Agenda Items 9.1. and 9.2. (Code Enforcement Liens). He requested more information be provided relating to the auto liability settlement (8.1). In regard to Agenda Items 9.1. and 9.2., Mr. Walker expressed concern with the County reducing the liens for Code violators and the cost to taxpayers for those who do not clean up the property for years. He opined that the County should foreclose on these properties. Chairman Bryant advised that public comment is now closed.

3. ADOPT THE FOLLOWING MINUTES (3 sets):

3.1. November 19, 2024

3.2. November 20, 2024

3.3. November 21, 2024

March 5, 2025

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to adopt the meeting minutes of November 19, 20 and 21, 2025. The motion was unanimously approved by the Board (5-0).

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES: NONE

5. CLERK OF THE CIRCUIT COURT:

5.1. Budget Amendment

Upon motion of Commissioner Stone, seconded by Commissioner McClain, the Board adopted the following Budget Amendment Resolutions transferring funds as presented by Clerk Harrell:

5.1.1. 25-R-74 - County Transportation Maintenance Fund - Road and Street Facilities - \$15,000

5.1.2. 25-R-75 - General Fund - Adult Diversion Drug Court - \$248,620

5.1.3. 25-R-76 - General Fund - Procurement Services - \$15,000

5.1.4. 25-R-77 - Insurance Fund - Insurance - \$135,000

5.1.5. 25-R-78 - Insurance Fund - Insurance - \$41,669,642

5.1.6. 25-R-79 - Medical Examiner Fund - Medical Examiner - \$20,000

5.1.7. 25-R-80 - Marion County Utility Fund - Utilities Management - \$50,000

5.1.8. 25-R-81 - Silver Springs Shores Special Tax District - Silver Springs Shores - \$15,000

5.1.9. 25-R-82 - Stormwater Fund - Stormwater Program - \$773,878

5.2. Project Adjustment

5.2.1. Transfer Project Funds and Amend the Capital Improvement Program - Infrastructure Surtax Capital Project Fund - \$1,851,163

County Engineer Steven Cohoon, Office of the County Engineer (OCE), presented the following recommendation:

Description/Background: Project STC073868 - NW 80th Ave at SR 40 requires additional construction funding. Project STC073801 - NW 49th/35th St Phase B is nearing completion and has \$1,851,163 in excess unencumbered budget. The project budget appropriation will be transferred from STC073801 to STC073868 to increase funding for the project.

Budget/Impact: Neutral.

Recommended Action: Motion to approve the transfer of project funds and amend the Capital Improvement Program.

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

5.3. Clerk of the Court Items

5.3.1. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 038785, 041382, 043911, 046964, and 050106

Clerk of Court Finance Director Jennifer Cole presented the following recommendation:

Description/Background: Disposition of assets from various departments as listed on attached forms.

Budget/Impact: None.

Recommended Action: Request Approval of Acquisition - Disposition forms.
A motion was made by Commissioner Stone, seconded by Commissioner McClain, to approve the Acquisition or Disposition of Property Forms. The motion was unanimously approved (5-0).

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

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

County Administrator Mounir Bouyounes advised of Revision to Consent Agenda Item 7.4.3. to include a copy of the Change Order 1 attachment for Board review.

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

7.1. Administration:

7.1.1. Request Approval to Donate a Marion County Vehicle to Wear Gloves (Budget Impact - None)

The Board accepted the following recommendation as presented by Assistant County Administrator Amanda Tart:

Description/Background: On November 8, 2024, a request was received from Wear Gloves for a vehicle to facilitate safe and efficient transportation of their teams for assisting Marion County as outlined in the attached agreement. Per Administrative Policy 4.3 and Florida State Statutes 274.05, the Board has the discretion to donate equipment to governmental agencies and non-profit entities. Fleet has identified a 2007 Chevrolet Silverado 1500, asset number 040733, to be considered for donation. Disposition of this vehicle was approved by the Board on February 18, 2025.

Wear Gloves is a nonprofit located in Ocala that empowers the underserved in our community through dignified work to overcome generational trauma, break cycles of dependency and rewrite their narratives.

Budget/Impact: None.

Recommended Action: Motion to approve donation of the 2007 Chevrolet Silverado 1500, asset number 040733, to Wear Gloves.

7.2. Community Services:

7.2.1. Request Approval of the Marion County Standard Professional Services Agreement Challenge Grant Program Between Marion County and The Salvation Army (Budget Impact - Neutral; not to exceed \$192,518)

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

Description/Background: Marion County Ocala/Marion Joint Office on Homelessness receives \$86,000 in Challenge Grant funding annually from the Department of Children and Families. On December 3, 2024 the BCC approved a 10th amendment that increased Challenge Grant Funds to the Continuum of Care by \$192,517.60. These funds must only be used for non-congregate shelter, homeless encampments, emergency shelter and or case management.

This agreement will award The Salvation Army \$192,517.60. This funding will assist in completing necessary improvements to their emergency shelter, and provide case management services to all of their clients. The Continuum of Care Board of Governors supports the funding to The Salvation Army.

Budget/Impact: Neutral; not to exceed \$192,517.60.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Agreement between Marion County and The Salvation Army to include all necessary documents associated with this agreement.

7.3. Parks and Recreation:

7.3.1. Request Approval of Tree Mitigation Payment - Aurora Oaks Phase 1 (Budget Impact - Revenue; \$190,970 to Tree Mitigation Fund)

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

Description/Background: The developer of Aurora Oaks Phase 1, located on SW 59th Street, Ocala, (PID#'s 35460-005-02, 35460-020-00, 35460-012-00-04 and 35460-015-00&01) has requested to pay in lieu of installing replacement trees which are required as part of the Marion County Land Development Code, Division 7 - Tree Protection and Replacement.

Section 6.7.10 of the Code provides the ability to make such payments to the County. The fee is determined on a case-by-case basis through public solicitation for bids and the per tree amount is based on: 1) wholesale cost of material, 2) cost of labor for installation, and 3) cost of maintenance for two years.

The developer requests to pay for 861 inches of tree mitigation. Public bids returned a price of \$221.80 per inch, which results in a total mitigation fee of \$190,969.80. The developer has accepted this price.

Funds will be deposited into the Tree Mitigation Fund to be used by the Parks & Recreation Department for use on public property within the County.

Budget/Impact: Revenue; \$190,969.80 to Tree Mitigation Fund.

Recommended Action: Motion to accept payment and have funds deposited into the Tree Mitigation Fund.

7.3.2. Request Approval of Tree Mitigation Payment - Racetrac Summerfield (Budget Impact - Revenue; \$209,158 to Tree Mitigation Fund)

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

Description/Background: The developer of Racetrac, located on the Southeast corner at the intersection of U.S. 441 and SE 147th Place, Summerfield, has requested to pay in lieu of installing replacement trees which are required as part of the Marion County Land Development Code, Division 7 - Tree Protection and Replacement.

Section 6.7.10 of the Code provides the ability to make such payments to the County. The fee is determined on a case-by-case basis through public solicitation for bids and the per tree amount is based on: 1) wholesale cost of material, 2) cost of labor for installation, and 3) cost of maintenance for two years.

The developer requests to pay for 943 inches of tree mitigation. Public bids returned a price of \$221.80 per inch which results in a total mitigation fee of \$209,157.40. The developer has accepted this price.

Funds will be deposited in to the Tree Mitigation Fund to be used by the Parks & Recreation department for use on public property within the county.

Budget/Impact: Revenue; \$209,157.40 to Tree Mitigation Fund.

Recommended Action: Motion to accept payment and have funds deposited into the Tree Mitigation Fund.

7.4. Procurement Services:

7.4.1 Request Approval of Bid Award: 25B-048 Scrap Metal Recycling Services - Trademark Metal Recycling LLC, Ocala, FL (Budget Impact - Revenue; approximately \$650,000 annually)

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

Description/Background: On behalf of Solid Waste, Procurement advertised a bid to contract with a vendor to purchase scrap metal collected at the recycling centers and the Baseline Landfill. One (1) submittal was received. Trademark Metal Recycling LLC (TMR) submitted a bid price of 50.15% per gross ton paid for scrap materials delivered by Marion County, and 40.15% per gross ton paid for scrap materials hauled by TMR, based on Shred Scrap Alabama Index. Solid Waste Director, Mark Johnson, has recommended TMR receive the award.

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

Budget/Impact: Revenue; approximately \$650,000 annually.

Recommended Action: Motion to approve recommendation and allow staff to issue a contract, and upon approval from Legal, authorize the Clerk and Chairman to execute a contract with Trademark Metal Recycling LLC under 25B-048.

7.4.2. Request Approval of Bid Award: 25B-061 Utilities Maintenance Mowing - Southern Lawn Care Mid Florida, Inc., Anthony, FL (Budget Impact - Neutral; estimated expenditure of \$210,351)

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

Description/Background: On behalf of Marion County Utilities (MCU), Procurement advertised a solicitation seeking bids to provide for grounds maintenance of County lift stations (LS), water treatment plants (WTP), wastewater treatment plants (WWTP), effluent ponds (EP) and administrative offices for MCU. There are approximately 280 sites, which includes new LS and plants being constructed, acquisitions and obsolete sites being decommissioned.

Seven (7) submittals were received. The bids listed below include pricing for services to all current locations for each year.

Firm - Location	Bid
Southern Lawn Care Mid Florida, Inc. - Anthony, FL	\$ 210,350.96
Tierra Outdoor Solutions - Leesburg, FL	\$ 228,071.88
SilverStar Landscape - Ocala, FL	\$ 233,702.00
Extreme Enterprise of Marion Co. - Ocala, FL	\$ 253,496.80
Touch of Paradise - Ocala, FL	\$ 288,575.00
Tony's Lawn & Landscaping, LLC - Ft. Myers, FL	\$ 288,575.00

Three Ponds Rental, LLC - <i>Ocala, FL</i>	Non-Responsive
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MCU Director, Tony Cunningham, requests that Southern Lawn Care Mid Florida, Inc. receive the award as the lowest, most responsive and most responsible bidder. Attached for review is a draft contract. Upon approval at today's meeting, it will be sent to the vendor for signatures and once returned will be forwarded to Legal, the Clerk and Chairman for signatures.

Budget/Impact: Neutral; annual expenditure is estimated at \$210,350.96 but may vary based on the actual needs of service. Annual expenditures shall not exceed approved Fiscal Year budget amounts and shall be based on contracted unit pricing without being brought back to the Board. Funding comes from lines ZF440536-534101, ZF442533-534101, and ZF44535-534101 (Marion County Utility Fund).

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and upon approval from Legal, authorize the Chairman and Clerk to execute the contract under 25B-061.

7.4.3. Request Approval of Change Order 1 to Purchase Order 2500776: 25Q-002 SW 40th Ave/SW 49th Ave Phase I - Art Walker Construction, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of \$2,195,281)

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

Description/Background: On December 17, 2024, the Board approved a contract with Art Walker for a design-build project. The scope of work includes completing the existing 90% design plans and constructing Phase I of the SW 40th Avenue/SW 49th Avenue Corridor (SW 66th Street to SW 43rd Street Road). The contract includes an optional utility service that encompasses the following: construction of new gravity sewer mains in 8-inch, 10-inch, and 12-inch diameters; relocation of an existing sewage pump station; installation of a new 16-inch water main; adjustment of select valve boxes and manhole covers; relocation of fire hydrant assemblies on existing water mains; relocation of an existing water main; and relocation of a section of the existing 6-inch force main along S.R. 200. The City of Ocala will reimburse Marion County the full amount of \$2,195,280.22. Attached for review is a copy of the change order and a copy of the executed contract. Pending approval at today's meeting, the change order will be presented to the Chairman and Clerk for signature.

Budget/Impact: Neutral; additional expenditure of \$2,195,280.22. Funding will be available in line BL760541-563220 - County Transportation Maintenance Fund (TIP073804). A Budget Amendment Request is being processed for this item. City of Ocala will reimburse Marion County the full amount of \$2,195,280.22.

Recommended Action: Motion to approve the change order, allow staff to process, and authorize the Chairman and Clerk to execute Change Order 1 to PO 2500776.

7.4.4. Request Approval of Change Order 4 to Purchase Order 2401661: 18P-017 Utilities Financial Consultant - Stantec Consulting Services, Inc., Denver, CO (Budget Impact - Neutral; expenditure of \$43,030)

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

Description/Background: On March 6, 2018, the Board approved a contract with Stantec Consulting Services, Inc. to provide comprehensive analysis updates. These updates encompass revenue sufficiency assessments, rate design strategies, preparation of loan and bond documentation, debt capacity evaluations for future acquisitions, and financial forecasting.

Solid Waste has also utilized this contract for financial and revenue sufficiency analysis. The product of their work has been used for fiscal planning and decision making related to the solid waste assessment.

This agenda item requests approval to process Change Order 4 to Purchase Order 2401611 for Solid Waste. This change order is proposing an increase of \$43,030 to the purchase order. This additional funding will accommodate;

1. Adjustments required based on inputs from Commissioners 1x1, including the development of additional scenarios and/or analysis. This task requires an additional 55 hours of work at a cost of \$9,300.
2. Subsequent scenario development and analysis from input received at the January 29, 2025 Commission meeting. This task had a cost of \$2,200.
3. Preparation for the March 5, 2025 public hearing with as needed 1x1's, responses to Commission questions, development of additional analysis as requested at an anticipated cost of \$11,000.
4. Stantec has been asked to be prepared to participate in a series of additional meetings (if requested) which are outside the original scope. They will be able to provide responses to questions and provide key data within the financial models developed. The additional meetings include:
 - a. February 4, 2025: Board Meeting
 - b. March 5, 2025: Public Hearing on proposed ordinance
 - c. May 2025: 1-on-1's with Administration regarding proposed FY26 budget
 - d. June 17, 2025: Board meeting for tax roll resolution adoption
 - e. TBD 2025: Attend 1 public workshop
 - f. July 2025: One-day budget workshop with Commission
 - g. September 4, 2025: Attend public hearing for Tentative budget consideration
 - h. September 22, 2025: Attend public hearing for Final budget adoption

For the items above, the labor hours are anticipated to increase by 96 hours and will require additional travel expenses. The budgeted cost to participate in the above meetings are \$20,530.

Historical change orders include, Change Order 1 extended the project timeline, Change Order 2 increased the purchase order by \$7,495 for additional meetings and public workshops, and Change Order 3 increased the purchase order by \$19,690 to support additional scenarios and workshops for the Solid Waste Department.

A copy of the change order and the proposal is attached for review. Upon approval at today's meeting, it will be presented to the Chairman and Clerk for signatures.

Budget/Impact: Neutral; additional expenditure of \$43,030, bringing the purchase order total \$112,715. Funding is from ZA423534-531109 (Solid Waste Disposal Fund).

Recommended Action: Motion to approve the change order, allow staff to process, and authorize the Chairman and Clerk to execute Change Order 4 to PO 2401661.

7.4.5. Request Approval of Contract Amendments for Firm Name Change and Merger: 23Q-087-01, Civil Site Engineers for Miscellaneous Projects and 24Q-113-CA-01 Land Surveying Services - NV5, Inc., Alachua, FL (Budget Impact - None)

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

Description/Background: At the June 6, 2023, and August 6, 2024, meetings, the Board approved the Selection Committee recommendations to award contracts to Causseaux, Hewett, & Walpole, LLC (CHW) for Civil Site Engineering and Land Surveying Services, respectively. Procurement has received written notification from CHW that it has legally merged with NV5, Inc.

Procurement Services requests approval to process the necessary attached contract amendments identifying the firm's name change and Federal Employer Identification Number (FEIN) for both contracts. The firm was registered in SunBiz under the new name effective January 8, 2025.

Budget/Impact: None.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute Contract Amendments with NV5, Inc. under both 23Q-087 and 24Q-113.

7.4.6 Request Approval of Contract Renewal: 24B-059-CA-01 Mowing and Grounds Maintenance Services for Fire Stations - Southern Lawn Care Mid Florida, Inc., Anthony, FL (Budget Impact - Neutral; annual expenditure of \$100,000)

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

Description/Background: On March 3, 2024, the Board approved a one (1) year contract with Southern Lawn Care Mid Florida, Inc., to provide Mowing and Ground Maintenance Services to specified County Fire Stations. This agreement included four (4) annual renewal options. Southern Lawn Care Mid Florida, Inc. has continued to perform well, and Marion County Fire Chief, James Banta, provided a positive vendor evaluation. At this time, Chief Banta would like to renew the contract for the first of four (4) annual renewal options.

Attached for review is a draft of the contract renewal. Pending approval at today/s meeting, it will be forwarded to the vendor for signature, and upon return, will be forwarded to Legal, the Clerk and Chairman for signatures.

Budget/Impact: Neutral; estimated annual expenditure of \$100,000. Funding is from line EF300522-534101 (Fire, Rescue, and EMS Fund).

Recommended Action: Motion to approve the contract renewal and allow staff to issue, and upon approval by Legal, authorize the Clerk and Chair to execute the first of four (4) contract amendments, under 24B-059-CA-01.

7.4.7. Request Approval of Contract Renewal: 24B-118-CA-01 Water Main Crew Line – Sod Restoration - Signature Sod Farm, LLC., Summerfield, FL (Budget Impact - Neutral; expenditure of \$177,000)

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

Description/Background: On March 19, 2024, the Board approved a contract with Signature Sod Farm, LLC (SSF) for sod restoration to help support Marion County Utilities (MCU) staffed crews for public water main installation projects. SSF has

received a favorable evaluation during this contract, and MCU Director, Tony Cunningham, is seeking its renewal.

Attached for review is a draft of the contract amendment. Upon approval at today's meeting, it will be routed to Signature Sod Farm, LLC for signature. Once returned, it will be forwarded to Legal, the Clerk and Chairman for signatures.

Budget/Impact: Neutral; total annual expenditure of \$177,000. Funding is from line ZF448536-563102 (Marion County Utility Fund) Project UTC000099.

Recommended Action: Motion to approve recommendation and authorize the Chairman and Clerk to execute the contract renewal under 24B-118-CA-01.

7.4.8. Request Approval of Fifth Contract Amendment: 21Q-042-CA-05 Limerock Supplier - Commercial Industrial Corp., Ocala, FL (Budget Impact - Neutral; estimated expenditure of \$75,000)

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

Description/Background: On February 2, 2021, the Board awarded Commercial Industrial Corp. (CIC) a contract to supply limerock material throughout the County under 21Q-041 Limerock Supplier.

An amendment is being presented today to expand the scope of services, allowing for the delivery of limerock material to the Baseline Landfill. This addition aims to enhance the operational capabilities of the landfill by facilitating the transportation and supply of limerock, which is essential for various site management needs. By approving this amendment, the project will benefit from improved resource availability, ensuring the efficient and effective management of landfill operations. Attached for review is a draft of the contract. Upon approval at today's meeting, the contract will be forwarded to CIC for review and signature. Once returned, it will be sent to Legal, the Clerk, and Chairman for signatures.

Budget/Impact: Neutral; estimated expenditure of \$75,000. Funding comes from ZA423534-546101 - Solid Waste Disposal Fund.

Recommended Action: Motion to approve the recommendation and allow staff to issue the contract. Upon approval by Legal, authorize the Chairman and Clerk to execute the contract with Commercial Industrial Corp., under 21Q-042-CA-05.

7.4.9. Request Approval of Third Contract Amendment: 21P-060-CA-03 Debris Response Operations, Phase 3 Debris Monitoring Services - Tetra Tech, Inc., Pasadena, CA (Budget Impact - None; approval carries no immediate budget impact)

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

Description/Background: On April 6, 2021, the Board approved a contract with Tetra Tech, Inc. for debris monitoring services to oversee debris clearance (first push efforts) during emergency event response periods. These services include conducting damage assessments and monitoring debris clearance activities to facilitate the restoration of essential traffic. The firm has adhered to all terms and conditions of the contract, which include the option to exercise the final renewal extension. On January 13, 2025, the firm submitted a formal request to Procurement Services for a 2.6% increase based on the Consumer Price Index. Following negotiations, both parties reached an agreement on a 1.6% increase.

Steven Cohoon, P.E., County Engineer, recommends the second and final one-year term renewal.

Attached for review is a contract draft. Pending approval at today's meeting, it will be sent to Tetra Tech, Inc. for signatures and upon return, will be forwarded for the County Attorney, Clerk, and Chairman's signatures.

Budget/Impact: None; approval of this item carries no immediate budget impact; if/when services are required; actual costs will vary depending on the type of disaster and extent of damage that occurs in the County.

Recommended Action: Motion to approve the renewal and allow staff to issue the contract and upon approval by Legal, authorize the Chairman and Clerk to execute the contract with Tetra Tech under 21P-060-CA-03.

7.4.10. Request Approval of Third Contract Amendment: 21P-061-CA-03 Debris Response Operations Phase 4 Debris Monitoring Services - Tetra Tech, Inc., Pasadena, CA (Budget Impact - None; approval carries no immediate budget impact)

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

Description/Background: On April 6, 2021, The Board approved a contract with Tetra Tech, Inc. to provide debris monitoring services that includes debris collection, staging, and disposal during an emergency event recovery period. The work includes damage assessments, reporting, and monitoring of debris-related activities such as collection, transportation, staging, reduction, and final disposal in an effort to recover from an event. The firm has adhered to all terms and conditions of the contract, which include the option to exercise the final renewal extension. On January 13, 2025, the firm submitted a formal request to Procurement Services for a 2.6% increase based on the Consumer Price Index. Following negotiations, both parties reached an agreement on a 1.6% increase. Steven Cohoon, P.E., County Engineer, recommends the second and final one-year term renewal.

Attached for review is a draft of the contract. Pending approval at today's meeting, it will be sent to Tetra Tech, Inc. for signatures and upon return, will be forwarded for the County Attorney, Clerk, and Chairman's signatures.

Budget/Impact: None; approval of this item carries no immediate budget impact; if/when services are required; actual costs will vary depending on the type of disaster and extend of damage that occurs in the County.

Recommended Action: Motion to approve the renewal and allow staff to issue the contract and upon approval by Legal, authorize the Chairman and Clerk to execute the contract with Tetra Tech, Inc. under 21P-061-CA-03.

7.4.11. Request Approval to Reject All Bids: 25Q-059 Asphalt Services (Budget Impact - None) Susan Olsen, Director Procurement Services

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

Description/Background: On behalf of Facilities Management, Procurement advertised a Request for Qualifications (RFQ) with the intent to contract with several experienced and qualified contractors for asphalt services throughout the County. Three submittals were received and evaluated.

After a thorough review by the Selection Committee comprised of Jared Peltz, Jim Sweet, and Joey Amodo, Facilities recommends rejecting all current bids. This will allow Facilities to revise the scope of work to better align with project requirements and provide greater clarity in the cost proposal.

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

Recommended Action: Motion to reject all bids under 25Q-059 and allow staff to re-advertise at a later date.

7.4.12. Request Approval of Sole Source Declaration: 25SS-076 Veolia Water Technologies, Raleigh, NC (Budget Impact - Neutral; estimated annual expenditure of \$300,000)

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

Description/Background: On behalf of Marion County Utilities (MCU), Procurement requests a waiver of the formal bid process to declare Veolia Water Technologies (VWT) a sole source provider. VWT is the manufacturer and exclusive distributor of various products used to maintain Waste Water Treatment Plant filtering systems. Manufacturers for some of these products include Kruger, Hydrotech, John Meunier, and more. VWT is the exclusive source for all associated parts and services. These products do not have any authorized aftermarket parts or authorized service providers outside of VWT to maintain equipment integrity, performance, and warranty compliance, therefore requiring that MCU purchases these items and services through VWT.

Attached for review is a drafted Solicitation Waiver. Upon approval at today's meeting, it will be presented to the Chairman for signature.

Budget/Impact: Neutral; estimated annual expenditure of \$300,000. Funding is from ZF445535-546301 (Marion County Utility Fund).

Recommended Action: Motion to approve the request and declare Veolia Water Technologies the sole source provider for Kruger, Hydrotech, John Meunier, and more for parts and services under 25SS-076.

7.4.13. Request Approval for Task Order for Miscellaneous Maintenance for Roads, Right-of-Ways, and Stormwater Maintenance Facilities: 22Q-141-TO-04 MP 78 Erosion Repair – Major Maintenance Project - GWP Construction, Inc, Ocala, FL (Budget Impact - Neutral; expenditure of \$523,466)

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

Description/Background: On July 6, 2022, the Board approved three (3) contracts with Art Walker Construction, Inc., GWP Construction, Inc., and Hartman Civil Construction Co., Inc. to provide repair and maintenance services for roads, right-of-way, and stormwater management facilities. Task Orders (TO) are assigned to the contractor that submits the lowest bid. This project includes sinkhole and outfall repairs, encompassing standard clearing and grubbing, precise placement and compaction of fill-in 12-inch lifts, and sodding of all disturbed areas to restore the site. All pre-qualified contractors

responded to the bid and the tabulation is listed below:

Contractor – <i>Location</i>	BID
Hartman Civil Construction Co., Inc. – <i>Hernando, FL</i>	Withdrew

GWP Construction, Inc – <i>Ocala, FL</i>	\$523,466
Art Walker Construction – <i>Ocala, FL</i>	\$578,315

Steven Cohoon, P.E., County Engineer, recommends contracting with GWP Construction, Inc. (GWP) as the lowest, most responsive, most responsible bidder. Attached for review is a draft of the contract and map. Pending approval at today's meeting, the contract will be sent to GWP for signatures.

Budget/Impact: Neutral; project cost is \$523,466. Up to a 10% percent contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is available from EK430538-534101 (Project STM0084MA) - Stormwater Program.

Recommended Action: Motion to approve the request and allow staff to issue the Task Order and authorize the Chair and Clerk to execute the agreement, pending Legal review, with GWP, under 22Q-141-TO-04.

7.4.14. Request Approval of Vehicle and Vehicle Equipment for Marion County Sheriff's Office - Multiple Suppliers (Budget Impact - Neutral; combined expenditure of \$3,713,094)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: The Marion County Sheriff's Office is requesting approval to purchase vehicles and vehicle equipment from multiple vendors, including Bozard Ford Company (\$3,052,477), Dana Safety Supply (\$168,515.52), CDW Government, Inc. (\$308,475), and Access Wireless Data Solutions (\$183,625.84). A total of 37 quotes are included, with a detailed breakdown of each purchase - including descriptions, quantities, and purchase amounts. All purchases will be funded through the Infrastructure Sales Tax Initiative.

Pending approval at today's meeting, the requisitions will be processed, and purchase orders will be issued to the suppliers. All purchases comply with competitive bidding requirements under one of the following contracts: 4322000-NASPO-19-ACS, 43210000-23-NASPO-ACS, FSA24-VEL32.0, and Bradford County Sheriff's Office Contract #BCS02019-01.

Budget/Impact: Neutral; combined expenditure of \$3,713,093.36.

Recommended Action: Motion to approve requested purchases and to issue purchase orders to Bozard Ford Company, Dana Safety Supply, CDW Government, Inc., and Access Wireless Data Solutions.

7.4.15. Request Ratification of Bulk Order Purchase for Fire Rescue: 13ST-232 Standardization of Dell Products and Accessories - Dell Marketing LP, Atlanta, GA (Budget Impact - Neutral; expenditure of \$109,574)

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

Description/Background: On behalf of the Information Technology, Procurement Services is requesting ratification for the bulk order purchase of essential computing equipment to support organizational operations. This purchase includes 76 Dell Standard Desktops, 3 Advanced Desktops, 11 Standard Laptops, 7 Advanced Laptops, 1 Docking Station, 4 Advanced Docking Stations, and 92 Standard Monitors.

This equipment is designated for deployment to Marion County Fire Rescue, serving as either replacement equipment for aging or non-functional devices or new equipment for employees requiring additional technology resources.

To secure discounted pricing from Dell, the attached requisition needed to be processed before February 26, 2025. Failure to process would have resulted in an increased quote and higher costs to the county. Ratification of this purchase ensures cost-effective procurement while providing Fire Rescue personnel with the necessary equipment to perform their duties efficiently.

Budget/Impact: Neutral; expenditure of \$109,574.

Recommended Action: Motion to ratify the expenditure as related to the Dell Bulk Order Purchase under 13ST-232.

7.4.16. Request Approval of Purchases \$50,000 and Over

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

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

1. Pending Requisition/Altec Industries Inc. - Marion County Office of the County Engineer is seeking approval to purchase one (1) LR856 - Overcenter Articulating Aerial Device at the cost of \$212,852.00 per unit, to include all specifications detailed on the quote attached. This purchase will replace Asset 39437 (BT-4) which has met the Fleet Department's replacement criteria. Total expenditure of \$212,852.00. Funds are available in line BL400541-564101 - County Transportation Maintenance Fund. *This purchase is exempt from competitive bidding requirements under Sourcewell Contract #110421-ALT.*
2. Pending Requisition/Cumberland International Trucks - Marion County Office of the County Engineer is seeking approval to purchase two (2) 2026 International HX Dump Trucks at the cost of \$200,641.00 per unit, to include all specifications detailed on the quote attached. This purchase will replace Asset #40775 (TD-24) and Asset # (TD-17) which has met the Fleet Department's replacement criteria. Total expenditure of \$401,282.00. Funds are available in line BL400541-564101 - County Transportation Maintenance Fund. *This purchase is exempt from competitive bidding requirements under Sheriff's Contract #FSA23-VEH21.*
3. Pending Requisition/Stryker Sales, LLC - Marion County Fire Rescue requests approval to purchase six (6) Power Pro MTS Stretchers (\$31,666.00 per unit) per attached quote. Total expenditure of \$189,996.00. Funds are available in line VJ732522-56410 (STC0732SG) - Infrastructure Surtax Capital Project Fund. *This purchase meets competitive bidding requirements under 10ST-156 Stryker Equipment for Fire.*
4. Pending Requisition/The Library Store - Marion County Library requests the approval to purchase five (5) Kingsley 80 C-Series SuperMax Versa Dual Drop Return with book carts (\$10,884.86 per unit) per attached quote. Total expenditure of \$58,741.93. Funds are available in lines AA375571-552108- (375HDQTLIB) - General Fund \$23,496.76, AA375571-552108 (375BELLLIB) General Fund - \$11,748.39, AA375571-552108 (375DUNNLIB) - General Fund \$11,748.39, and AA375571-552108 (375FREELIB) - General Fund

- \$11,748.39. *This purchase meets competitive bidding requirements under Q25-084.*
5. Pending Requisition/Duval Ford LLC - Marion County Solid Waste requests approval to purchase one (1) 2025 Ford Transit T-350 15-Passenger Van, per attached quote. This will replace Asset #47096 (VN-16) 2014 Chevy Express Van, which has met the Fleet Services replacement criteria. Total expenditure of \$54,418.67. Funds are available in line ZA425534-564101 (Solid Waste Disposal Fund). This purchase meets competitive bidding requirements under Bradford County Sheriff's Contract 22-27-1.0.
 6. Pending Requisition/Dell Marketing LP - Marion County Information Technology, on behalf of Fire Rescue, requests approval to purchase 24 Dell Latitude 7230 Rugged Extreme Tablets (\$2,243.78 per unit), 24 Dell Keyboards for Latitude 7230 Rugged Extreme Tablets (\$376.99 per unit), and 24 Havis DS-Dell-900 Docking Stations (\$692.51 per unit). Total expenditure of \$79,518.72. Funds are available in lines EF300522-552116 - \$39,759.36 (Fire, Rescue and EMS Fund) and AA305526-552116 - \$39,759.36 (General Fund). This purchase meets competitive bidding requirements under Dell NASPO Computer Equipment Contract # 43210000-23-NASPO-ACS.
 7. Pending Requisition/Ho-Man Contracting, LLC - Marion County Office of the County Engineer requests the approval to demolish three (3) properties acquired for SW 49th Avenue North Phase. The work includes the demolition of structures, removal of debris, vegetation, septic systems, and any other infrastructures found on the properties. Total expenditure of \$61,300.00. Funds are available in line VJ738541-561301 - Infrastructure Surtax Capital Project Fund. This purchase meets competitive bidding requirements under 24Q-111.
- Recommended Action: Motion to approve purchases.

7.5. Transportation – County Engineer:

7.5.1. Request Approval of a Locally Funded Agreement Between the State of Florida Department of Transportation and Marion County and a Resolution for the Construction Engineering Inspection of Intersection Improvements at the Intersection of County Road 484 and Marion Oaks Boulevard FPN: 449277-1-62-01 (Budget Impact - Neutral expenditure of \$103,125)

The Board accepted the following recommendation to adopt Resolution 25-R-83 as presented by County Engineer Steven Cohoon, OCE:

Description/Background: This Locally Funded Agreement and Resolution are associated with the construction of intersection improvements at County Road 484 and Marion Oaks Boulevard, including roadway widening for turn lanes. Other Construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular excavation, sod, new signage and pavement markings.

Construction Engineering Inspection (CEI) is required for this project. The Florida Department of Transportation (FDOT) has programmed \$89,663.00 of the estimated \$103,125.00 CEI cost. The Agreements and Resolution provide the mechanisms for Marion County to fund the \$13,462.00 difference and any additional shortfall. The County is to deposit funds into a Three-Party Escrow account.

The project limits on County Road 484 are from 157 feet west of Marion Oaks Boulevard to 563 feet east of Marion Oaks Boulevard for a total length of 0.14 miles. The project limits on Marion Oaks Boulevard are from 308 feet south of County Road 484 to County Road 484 for a total length of 0.06 miles. The total project length is 0.20 miles.

Budget/Impact: Neutral. This project was programmed in the 2023-24 County Transportation Improvement Plan and is identified in the adopted Fiscal Year 2023-24 Line Item Budget: TIP077841-Fund 1020-Cost Center -760.

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

Resolution 25-R-83 is entitled:

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

7.5.2. Request Approval of Interlocal Agreement Concerning Utility Adjustments, Relocations, Abandonments and Extensions of City of Ocala Water and Sewer Facilities in Conjunction with Marion County's Design Build Construction Project for SW 40th/49th Avenue Improvements from SW 66th Street to SW 43rd Street Road (Budget Impact - Neutral; additional expenditure of \$2,195,281)

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

Description/Background: Requesting approval of "Interlocal Agreement Concerning Utility Adjustments, Relocations, Abandonments and Extensions of City of Ocala Water and Sewer Facilities in Conjunction with Marion County's Design Build Construction Project for SW 40th/49th Avenue Improvements from SW 66th Street to SW 43rd Street Road." The construction of the road project will produce several conflicts with the City's electric, water and sewage facilities located within the new right-of-way. The City also desires to extend main lines and services within the right-of-way. This interlocal agreement will allow for the necessary utility work with the County's road project.

All work is to be completed by May 31, 2026, in conformance with the County's road project awarded to Art Walker Construction, Inc. under 25Q-002 during the December 17, 2024 Board of County Commissioners regular meeting.

Budget/Impact: Neutral; additional expenditure of \$2,195,280.22. Funding will be available in line BL760541-563220 - County Transportation Maintenance Fund (TIP073804). A Budget Amendment Request is being processed for this item. City of Ocala will reimburse Marion County the full amount of \$2,195,280.22.

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

7.5.3. Request Approval of the Release of a Subdivision Improvement Agreement with Letter of Credit Associated with Sunset Hills Phase 2 Subdivision (Budget Impact - None)

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

Description/Background: This is a request to approve the Release of a Subdivision Improvement Agreement with Letter of Credit associated with the Sunset Hills Phase 2 subdivision by Sunset Hills Development LLC, a Florida limited liability company. The County Engineer requested the release based all improvements being completed and documentation received on January 27, 2025. The release will be recorded in the Public Record for proper satisfaction of the Surety Bond.

Budget/Impact: None.

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

7.5.4. Request Approval of Second Amendment to Master Stormwater Easement Agreement (Concerning Relocation of DRA-N1B and DRA-N1C) Between 95th Street Holdings, LLC and Marion County (Budget Impact - None)

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

Description/Background: On April 3, 2007, County and JB Ranch Associates, RLLP, a Florida registered limited liability partnership ("JB Ranch Associates") entered into a Master Stormwater Easement Agreement [SW 95th Street Road/JB Ranch PUD] (the "Original Agreement") concerning the development of the Property then owned by JB Ranch Associates, and the conveyance and construction of the Stormwater Management Facilities for SW 95th Street Road. The Original Agreement was recorded in OR Book 4790, Page 67.

The First Amendment was undertaken to acknowledge that 95th Street Holdings, LLC now owns the property in question and to allow modification/resizing of drainage retention area "DRA-N2B". The original agreement did not include the County's typical drainage retention area easement or language allowing modification. Easements and maintenance contribution percentages for access and catastrophic repairs are also being updated.

The primary purpose of this Second Amendment to Master Stormwater Agreement is to allow modification/resizing of DRA-N1B and DRA-N1C.

Budget/Impact: None.

Recommended Action: Motion to approve the attached Second Amendment to Master Stormwater Easement Agreement (Concerning Relocation of DRA-N1B and DRA-N1C) and to authorize the Chairman and Clerk to execute the same.

7.6. Utilities:

7.6.1. Request Approval of Water Main Extension Connection Agreement WME-083-S Between RACO Construction Group, LLC, and Marion County Utilities (Budget Impact - Neutral; expenditure of \$30,205)

The Board accepted the following recommendation as presented by Utilities Director Tony Cunningham:

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 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 is required to connect to the public water main provided by Marion County Utilities ("MCU") and would be required to install the water main across the entire parcel's frontage and end the system at the

farthest end of the property. The County has the necessary funding to complete the 237-foot extension due to a change in water main availability conditions between the time of Owner's due diligence and building permit application within the 120-day allowance.

Resolution No. 21-R-381 approved by the Board on August 17, 2021, authorizes in certain circumstances to allow MCU to enter into a Share Agreement whereby each parcel connecting to MCU system pays only its share of the project based on MCU low bid contractor's price for the work. The total project cost is \$30,204.50, which includes construction (\$29,504.50) and design (\$700) costs. The project cost will be divided by six (6) parcels totaling \$5,034.08 per parcel.

Budget/Impact: Neutral; project cost is \$30,204.50 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 subject Water Main Extension Connection Agreement and authorize staff to issue the purchase order for T&C Underground under 22P-146.

7.6.2. Request Approval of Water Main Extension Connection Agreement WME-086-O Between Activation Investment Group, LLC, and Marion County Utilities (Budget Impact - Neutral; expenditure of \$14,844)

The Board accepted the following recommendation as presented by Utilities Director Cunningham:

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 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 is required to connect to the public water main provided by Marion County Utilities (MCU), which will result in installing 79 feet of water main across the parcel's frontage to the end of the property. The water main extension project creates a benefit for one (1) additional parcel along the route. The total project cost is derived from the construction cost of \$14,143.50 plus the design fee of \$700, totaling \$14,843.50.

Budget/Impact: Neutral; project cost is \$14,843.50 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 subject Water Main Extension Connection Agreement and authorize staff to issue the purchase order for T&C Underground under 22P-146.

7.6.3. Request Approval of Water Main Extension Connection Agreement WME-089-O Between Alexandra Osejo and Marion County Utilities (Budget Impact - Neutral; expenditure of \$30,232)

The Board accepted the following recommendation as presented by Utilities Director Cunningham:

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 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 is required to connect to the public water main provided by Marion County Utilities (MCU), which will result in installing 276 feet of water main across the parcel's frontage to the end of the property. The water main extension project will create a benefit for four (4) additional parcels along the route.

Total Project Cost	\$30,232	Construction (\$29,532) + Design (\$700)
MCU Cost Only	-\$3,000	Fire hydrant assembly
Collective Owner's Obligation	\$27,232	
Per Parcel Cost	\$5,466.40	Five (5) parcels

Budget/Impact: Neutral; project cost is \$30,232 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 subject Water Main Extension Connection Agreement and authorize staff to issue the purchase order for T&C Underground under 22P-146.

7.6.4. Request Approval of Water Main Extension Connection Agreement WME-102-S Between H. Stuart Investments, LLC, and Marion County Utilities (Budget Impact - Neutral; expenditure of \$29,441)

The Board accepted the following recommendation as presented by Utilities Director Cunningham:

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 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 is required to connect to the public water main provided by Marion County Utilities (MCU) and install the water main across the entire parcel's frontage and end the system at the farthest end of the property. The County has the necessary funding to extend the water main an additional 45 feet beyond the owner's 168-foot obligation, so the dead end is in a better placement to prevent disruption when future extension happens.

Resolution No. 21-R-381 approved by the Board on August 17, 2021, authorizes in certain circumstances to allow MCU to enter into a Share Agreement whereby each parcel connecting to MCU system pays only its share of the project based upon MCU low bid contractor's price for the work.

Total Project Cost	\$29,440.50	Construction (\$28,740.50) + Design (\$700)
MCU Cost Only	-\$3,000	Fire hydrant assembly
Collective Owner's Obligation	\$26,440.50	
Per Parcel Cost	\$5,288.10	Five (5) parcels

Budget/Impact: Neutral; project cost is \$29,440.50 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 subject Water Main Extension Connection Agreement and authorize staff to issue the purchase order for T&C Underground under 22P-146.

7.6.5. Request Approval of Water Main Extension Connection Agreement WME-115-S Between OXE Investments, LLC, and Marion County Utilities (Budget Impact - Neutral; expenditure of \$29,581)

The Board accepted the following recommendation as presented by Utilities Director Cunningham:

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 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 is required to connect to the public water main provided by Marion County Utilities (MCU) and would be required to install the water main across the entire parcel's frontage and end the system at the farthest end of the property. The County has the necessary funding to extend the water main an additional 45 feet beyond the owner's 185-foot responsibility, placing the dead-end in a more optimal location to minimize disruption for future extensions.

Resolution No. 21-R-381 approved by the Board on August 17, 2021, authorizes in certain circumstances, to allow MCU to enter into a Share Agreement whereby each parcel connecting to MCU system pays only its share of the project based upon MCU low bid contractor's price for the work. The total project cost is \$29,581, which includes construction (\$28,881) and design (\$700) costs. The project cost will be divided by five (5) benefitting parcels totaling \$5,916.20 per parcel.

Budget/Impact: Neutral; project cost is \$29,581 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 subject Water Main Extension Connection Agreement and authorize staff to issue the purchase order for T&C Underground under 22P-146.

8. COUNTY ATTORNEY:

8.1. Request Approval of Auto Liability Settlement in the Civil Action Case, Carmen Haley v. Marion County Board of County Commissioners, Case No. 2022-CA-1205

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

Description/Background: On November 11, 2021, Carmen Haley was the driver of a 2011 Toyota Rav 4 which was stopped in the left turn lane at the intersection of Hwy 441 and SR 464 when a County owned 2016 Ford F450 Ambulance operated by Marion County employee, Adam Diefendorf (Fire Rescue), struck the left fender of Ms. Haley's vehicle. Mr. Diefendorf was making a right turn onto SR 464 but, due to the wet roadway, lost traction and hit Ms. Haley's vehicle.

Ms. Haley underwent treatment and complained of pain and discomfort in her neck and right shoulder as a result of the accident. Significantly, Ms. Haley underwent a right shoulder surgery on February 9, 2022. Ms. Haley is represented by Morgan & Morgan. This lawsuit was filed on June 15, 2022. The original demand for settlement was for our maximum sovereign limits of \$200,000. If this case were to proceed with a jury trial, Marion County faces exposure for Ms. Haley's past and future medical(s) as well as non-economic damages which could easily exceed the

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sovereign immunity cap of \$200,000 if a jury were to favorably consider Ms. Haley's claims that her quality of life has been compromised due to this accident. On February 5, 2025, mediation was held, which resulted in an impasse. On February 7, 2025, Ms. Haley forwarded a settlement demand in the amount of \$137,500. In response, our office forwarded a counter-offer in the amount of \$135,000 contingent on Board approval, which Ms. Haley accepted. It is my recommendation that Marion County settle this auto liability claim in the amount of \$135,000 inclusive of attorney fees and cost(s) to be paid from the Auto Liability Self-Insurance fund.

Budget/Impact: Neutral; \$135,000.00 from Self-Insurance Fund.

Recommended Action: Motion to Adopt Resolution Approving Settlement in the Civil Action case, Carmen Haley v. Marion County Board of County Commissioners for \$135,000.00 to be paid for by the County's Auto Liability Self-Insurance Fund.

County Attorney Matthew G. Minter stated the request relates to a proposed settlement in a liability case involving a Marion County Fire Rescue (MCFR) vehicle. He advised that the incident involved a collision where a MCFR Ford F-150 truck hydroplaned and struck the plaintiff's vehicle. The negligence of the County's vehicle led to damages for the plaintiff, Miss Haley, who required shoulder surgery as a result. Initially, Morgan and Morgan law firm demanded the County's full sovereign immunity cap of \$200,000.00 to settle the case. However, through negotiations, the County succeeded in reducing the settlement amount to \$135,000.00. Mr. Minter outlined that the principal issue in such Tort cases is the ability to prove that the defendant's negligence caused the plaintiff's damages, which was evident in this case.

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to adopt Resolution 25-R-84 approving settlement in the Civil Action case, Carmen Haley versus Marion County Board of County Commissioners. The motion was unanimously approved by the Board (5-0).

Resolution 25-R-84 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING SETTLEMENT FOR ALL CLAIMS IN THE CIVIL ACTION CASE, CARMEN HALEY V. MARION COUNTY BOARD OF COUNTY COMMISSIONERS, CASE NO. 2022-CA-1205

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to consider the Walk-On Items. The motion was unanimously approved by the Board (5-0).

8.2. Walk-On: Request Approval of Property Acquisition Agreement, in lieu of Condemnation, Associated with the NW 49th St Phase 3A Road Project, Parcel ID #13550-000-00

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

Description/Background: This is a request for the Board to review and approve a purchase agreement between Marion County and sellers Richard D. Flint and Stephanie J. Cox-Flint for an improved one-acre parcel, for the above-referenced road project. The property is improved with a single-family residence and an accessory building where Mr. Flint has for years carried on a business of crafting custom-made bridles and other leather goods for the equine market. The original

approach was a partial acquisition of the property, but it has been determined that the severance damages justifies acquisition of the entire one-acre property, as there may be significant issues related to reestablishment of utilities to the remainder parcel.

The property owner engaged the services of eminent domain attorney Charles Forman, who in turn engaged the services of a real estate appraiser, a civil engineer to evaluate the damages to the remainder of a partial taking, and a business valuation expert to determine the value of damages to the business. This settlement is the culmination of negotiations and evaluations that have gone on for more than two years. The ultimate price includes the real property value, the value of damages to the business, re-location costs and the fees of attorney Forman, and his three consultants.

The settlement will avoid the expense of additional work by the County's appraiser, and the necessity of the County engaging the services of expert witnesses to counter the positions taken by Mr. Forman's consultants. As a result of the acquisition, the County may eventually be able to provide utilities to the single-family residence and use it for affordable housing, or alternatively, may have use for the remaining lot. Further, Mr. Flint is conveying his machinery and equipment from his business to the County.

Budget/Impact: Transportation Capital Projects Fund, STC073813-VJ738541-561301- \$636,375.50, less value of acquired property and assets.

Recommended Action: Motion to approve the Property Agreement, in lieu of Condemnation, associated with the NW 49th St Phase 3A Road Project, Parcel ID #13550-000-00.

County Attorney Minter presented a 29 page Walk-On Memorandum and a 1 page aerial map of the subject site. He advised that the request is in regard to a Purchase and Sale Agreement in lieu of Eminent Domain to acquire a 1-acre improved parcel owned by Richard Flint and Stephanie Flint as part of the Northwest 49th Street Phase 3A road project. This property was improved with both a home and an accessory structure where Mr. Flint operated Albright's Halters, making custom halters for the equine industry. The acquisition required a total purchase amount of \$477,680.00, which included compensation for machinery and equipment used in the halter-making business. Mr. Minter stated the right-of-way (ROW) for the project would severely impact the structures, justifying the full acquisition of the parcel. He advised that the unique machinery and equipment, valued at \$47,680.00, would become County property and could potentially be used for display purposes in a museum or tourism setting, reflective of Marion County's equestrian culture.

Commissioner Zalak questioned the zoning of the parcel and the rationale for paying business damages, given its residential status.

Mr. Minter opined that the fact that the property owner had been operating a business on this site for years and the County never acted on it could have been a technicality in the Court system.

General discussion ensued.

Chairman Bryant opened the floor to public comment.

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

Mr. Minter clarified that a listing of the equipment, photographs, and extended occupancy have been added to the Purchase Agreement.

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A motion was made by Commissioner Stone, seconded by Commissioner McClain, to approve the Property Agreement, in lieu of Condemnation, associated with the NW 49th Street Phase 3A Road Project, for Parcel ID #13550-000-00. The motion was unanimously approved by the Board (5-0).

9. COUNTY ADMINISTRATOR:

9.1. Request for Release of Lien on Code Enforcement Case Number 767636; Parcel Number 14432-000-02

The Board considered the following recommendation as presented by Growth Services Director Chuck Varadin:

Description/Background: On February 18, 2019, a Code Enforcement Board lien was recorded against Johnny Wilbur Mason for having multiple code violations on his three-acre property in the Mourning Dove Farms subdivision.

In March 2021, Johnny Mason quit claimed the property from him as the grantor, to himself and his brother, Jimmy C. Mason, as the grantees. The Masons made payments totaling \$1,500.00 toward the lien. After clearing the violations and the passing of his brother, Jimmy Mason submitted a request for the remaining lien amount to be reduced or rescinded. The Code Enforcement Board heard the request on January 8, 2025, and recommended the Board of County Commissioners rescind the lien upon payment of the County's administrative/hard costs.

Code Enforcement Board lien	\$ 6,000.00
Administrative/case costs	\$ 1,056.10
<u>Payment(s) received</u>	<u>\$ (1,500.00)</u>
Total	\$ 5,556.10

Marion County Property Appraiser shows the 2024 Market value as \$143,515 and the Assessed value as \$92,449.

Budget/Impact: None.

Recommended Action: Motion to deny a rescission of the lien for Case Numbers 767636 on Parcel 14432-000-02, leaving the lien in full force and effect.

Growth Services Director Chuck Varadin presented a request regarding the release of a Code Enforcement Lien on the property identified by case number 767636 and parcel No. 14432-000-02. The original lien, totaling \$6,000.00, resulted from issues including junk and unserviceable vehicles, a business being operated in a zone not designated for such use, and the occupation of a recreational vehicle (RV) in a non-designated zone. Following an initial payment of \$1,500.00, a balance of \$5,556.10 remained. The original owner Johnny Mason quit claimed the property from him as the grantor, to himself and his brother, Jimmy C. Mason, as the grantees. The Masons made payments totaling \$1,500.00 toward the lien. After clearing the violations and the passing of his brother, Jimmy Mason submitted a request for the remaining lien amount to be reduced or rescinded. The Code Enforcement Board (CEB) heard the request on January 8, 2025, and recommended the BCC rescind the lien upon payment of the County's administrative/hard costs.

Jimmy Mason, West Anthony Road, requested the Board consider the request to reduce or rescind the rest of the lien.

Commissioner Zalak noted the payment already made of \$1,500.00 exceeded the Administrative hard costs of \$1,056.10.

A motion was made by Commissioner Zalak, seconded by Commissioner McClain, to relieve/rescind the remaining balance of the lien (\$5,556.10). The motion was unanimously approved by the Board (5-0).

9.2. Request for Release of Lien on Code Enforcement Case Numbers 564174, and 570613; Parcel Number 5115-031-013

The Board considered the following recommendation as presented by Growth Services Director Varadin:

Description/Background: On May 16, 2012, a Code Enforcement Board (CEB) lien was recorded against Jo An Keefe and Thomas Furlow for having accumulations of junk on their 0.38 acre property located at 17220 SE 248th Terrace, Umatilla. In April 2013, a Certification and Claim of Lien was recorded for a junk abatement conducted on the property; that lien has been accruing interest. The property ownership has changed twice since the liens were recorded. In November 2024, the current owner, Wesley Bailey Jr., requested relief of the liens.

On January 8, 2025, Mr. Bailey's request for a reduction / rescission of the CEB lien came before the Code Enforcement Board. The Code Enforcement Board moved to recommend that the Board of County Commissioners approve a rescission of the CEB lien upon payment of the administrative hard costs. The CEB does not make recommendations for abatement liens. Interest on the abatement lien is shown below, calculated at the varying rate and four percent.

	<u>Varying %</u>	<u>4%</u>
Code Enforcement Board Lien	\$ 12,500.00	\$ 12,500.00
Abatement cost per invoice	\$ 4,350.00	\$ 4,350.00
Administrative costs	\$ 991.83	\$ 991.83
Payments received	\$ 0	\$ 0
<u>Abatement interest through BCC date</u>	<u>\$ 5,013.81</u>	<u>\$ 2,080.32</u>
Total	\$ 22,855.64	\$ 19,922.15

Marion County Property Appraiser shows the 2024 Market Value as \$39,848, and Assessed Value as \$36,383.

Budget/Impact: None.

Recommended Action: Motion to deny a rescission of the liens for Case Numbers 564174 and 570613 on Parcel 5115-031-013, leaving the liens in full force and effect.

Growth Services Director Varadin advised that this is a request concerning the release of two Code Enforcement Liens associated with parcel number 5115-031-013, identified by case numbers 564174 and 570613. The total CEB Lien amount was \$12,500.00 (with 4% interest) along with a \$4,350.00 Abatement Lien. The property ownership has changed twice since the liens were recorded and the current owner, Wesley Bailey Jr., stated he purchased the property without knowledge of these liens. He advised that the CEB recommended the BCC approve a rescission of the CEB Lien upon payment of the Administrative hard costs (\$991.83), noting the CEB does not usually make recommendations for Abatement Liens. Mr. Varadin clarified that with the Abatement cost of \$4,350.00 and the \$991.83 in Administrative hard costs, the total cost would be \$5,341.83.

Chairman Bryant advised that on May 16, 2012 the CEB lien was filed and on September 11, 2013, Joe C. Brown, as trustee for the Jocalbro Inc. Profit Sharing Plan Trust, purchased the property at a Tax Deed Sale for \$4,394.00. Mr. Brown later sold the

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property to Wesley Baily Jr in 2019 for \$5,400.00. She questioned how this sale could have happened since the lien was already recorded on that property.

Clerk Gregory C. Harrell advised that anyone could go to the Clerk's Office and record a deed, noting the Clerk's Office has recently begun a service to offer to help deter fraudulent activity on a parcel. He opined that the system could be worked so that if the County were to express an interest in a particular property that had a Code Enforcement Lien on it, the County would be informed, by way of electronic mail (email) anytime a document is recorded relating to that specific property.

Wesley Bailey Jr., SE 248th Terrace, Umatilla, stated he had been living on the property for 8 years and discovered the liens when applying for a permit (new meter) due to some electrical issues he was having in the home.

In response to Commissioner Zalak, Mr. Bailey stated the property had already been cleaned up when he purchased it. He noted it was a lease to own, which he paid off in 3 years.

Clerk Harrell advised that if a Title Insurance company had been involved in the transaction there would have been a Title search performed; however, if this was a cash transaction then it would be up to the buyer to perform that research.

Chairman Bryant explained that there were hard costs paid by the County to cleanup the property prior to being purchased by Mr. Bailey, noting because it was taxpayer money, the Board is responsible for collecting those hard costs.

In response to Commissioner Curry, Mr. Bailey stated he paid approximately \$14,000.00 for the property.

Commissioner Zalak stated he was in favor of waiving the entire lien.

In response to Commissioner Stone, Mr. Bouyounes advised that the total hard cost for both parcels is \$5,341.83 (Abatement and Administrative)

General discussion ensued.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to reduce the lien amount to \$4,350.00 for the Abatement costs only, applying the \$500.00 already paid by the owner, resulting in a final lien amount of \$3,850.00 with no further interest accrual. The motion was approved by the Board by a vote of 4-1 with Commissioner Zalak dissenting.

Chairman Bryant requested the County staff set up a payment plan for Mr. Bailey.

10. COMMITTEE ITEMS:

10.1. Request Approval to Name Trevor Knight, Water Resources Liaison, as an Alternate for the Withlacoochee Regional Water Supply Authority

The Board considered the following recommendation as presented by Commission Office Executive Assistant Jennifer Clark:

Description/Background: Marion County has three (3) Commissioner representatives on the Withlacoochee Regional Water Supply Authority (WRWSA). Each representative may have an alternate, who has the power to vote in the absence of the primary designated representative. Before his retirement, Jody Kirkman served as an alternate for the WRWSA. Trevor Knight has been identified as his replacement. There are no other alternates identified at this time. Staff will request approval for two (2) more alternates at a later date.

Budget/Impact: None.

Recommended Action: Motion to approve naming Trevor Knight, Water Resources Liaison, as an alternate for the Withlacoochee Regional Water Supply Authority.

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to appoint Water Resources Liaison Trevor Knight as an alternate for the Withlacoochee Regional Water Supply Authority. The motion was unanimously approved by the Board (5-0).

11. NOTATION FOR ACTION:

11.1. Request Approval to Schedule and Advertise Two Public Hearings to Consider an Ordinance to Amend the Marion County Land Development Code on Tuesday, March 25, 2025, at 9:00 a.m., or as Soon Thereafter, and Tuesday, April 8, 2025, at 6:00 p.m., or as Soon Thereafter, with Each Hearing to be Held in the McPherson Governmental Campus Auditorium

The Board considered the following recommendation as presented by Growth Services Director Varadin:

Description/Background: Staff has submitted a Land Development Code (LDC) Amendment Application to review and create LDC Section 4.3.28. Limitations on Ownership and Possession of Dogs and Cats.

Staff has also submitted an LDC Amendment Application proposing revisions to LDC Section 4.2.11. Multiple Family Dwelling (R-3) Classification to address separation and design requirements.

The Land Development Regulation Commission (LDRC) will consider the proposed revisions in a public hearing on March 5, 2025 at 5:30pm, which is consistent with LDC Section 2.4.3.

LDC Section 2.5.5.A(1) requires the Board to consider the adoption of the proposed amendments in two advertised public hearings for each revision to the LDC. At least one hearing is to be held after 5:00 p.m. on a weekday, unless the Board, by a majority plus one vote elects to conduct that hearing at another time of day. Further, the second public hearing shall be held at least 10 days after the first hearing. The following dates and times are being requested to conduct each of the required public hearings and accommodate the required advertising to consider the proposed Amendments:

- Tuesday, March 25, 2025, at 9:00 a.m., or as soon thereafter as possible, in the McPherson Governmental Campus Auditorium.
- Tuesday, April 8, 2025, at 6:00 p.m., or as soon thereafter as possible, in the McPherson Governmental Campus Auditorium.

Budget/Impact: None.

Recommended Action: Motion to schedule and advertise Board of County Commissioners two Public Hearings to consider revisions to LDC Section 4.3.28 and revisions to LDC Section 4.2.11 on Tuesday, March 25, 2025, at 9:00 a.m. and Tuesday, April 8, 2025, at 6:00 p.m. or as soon thereafter as possible in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to schedule and advertise two Public Hearings to consider revisions to LDC Section 4.3.28 and revisions to LDC Section 4.2.11 on Tuesday, March 25, 2025, at 9:00 a.m. and Tuesday, April 8, 2025, at 6:00 p.m. or as soon thereafter as possible in the McPherson Governmental Campus Auditorium. The motion was unanimously approved by the Board (5-0).

Commissioner Zalak commented on the public hearing scheduled for Tuesday, March 25, 2025, at 9:00 a.m., noting there is a Transportation Planning Organization (TPO) meeting

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the same day at 3:00 p.m. and questioned if the public hearing could be scheduled at a later time.

Chairman Bryant stated she would have staff check and come back to this Item.

(Ed. Note: This Item was addressed later in the meeting.)

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.

Gerri Gerthe, SE 137th Lane, Summerfield, expressed her appreciation to the BCC for its support of this year's fair and requested assistance in locating land for a permanent fairground.

Chairman Bryant suggested Ms. Gerthe meet with Growth Services staff to help identify properly zoned property

Joseph Walker, SE 54th Place, Ocklawaha, presented a 1 page email he received from Growth Services Director Varadin in regard to unreadable 9-1-1 numbers on a home near where he lives. He stated he would pay the money to put the numbers on the house.

Commissioner Stone advised that the County cannot send staff out to someone else's personal property to put numbers on their house. She stated Code Enforcement staff advised that the current placement of the house numbers meets Code requirements. Commissioner Stone clarified that the house has numbers on it just inside the screened door, as well as on the outside mailbox.

Chairman Bryant advised that public comment is now closed.

11.1. UPDATE: Commissioner Stone advised that she has a Continuum of Care (CoC) meeting on Tuesday, March 25, 2025, that starts at 11:30 a.m. and usually runs until about 1:00 p.m. She opined that the meeting time could be amended closer to the TPO meeting.

General discussion ensued.

It was the general consensus of the Board to leave the date and time as previously approved.

13. COMMISSIONER ITEMS:

13.1. Commission Comments

Commissioner Curry stated he had nothing further to add.

Commissioner Stone advised that the recent National Association of Counties (NACo) conference was very well presented this year, noting she serves on their Technology Committee and there was a lot of good information presented as it related to Broadband.

Commissioner McClain stated he concurred with Commissioner Stone in regard to the recent NACo conference. He stated he met with Senator Scott and Senator Moody's staff in order to advocate for some of the Federal priorities.

Commissioner Zalak commented on the NACo conference, noting he serves on the Environment, Energy, and Land Use Committee. He addressed ongoing debates around energy and environmental concerns, including the impact of trade and tariffs affecting

natural gas transmissions in northern states. Commissioner Zalak commented on a productive meeting Commissioners held with Congresswoman Kat Cammack, focusing on critical issues such as veterans' home initiatives.

Commissioner Zalak addressed proposed inventive ideas for utilizing tree mitigation funds, suggesting projects such as implementing edible gardens across County campuses. He highlighted the success of Marion County Extension Service's edible landscaping program and its potential integration throughout the County's properties. Commissioner Zalak commented on the concept of creating live examples of landscaping solutions, allowing residents to replicate these models. Additionally, he proposed using tree mitigation funds to demonstrate various buffer designs, enabling Commissioners and the public to observe growth and effectiveness over time.

Chairman Bryant commented on Counties that have adopted tree planting requirements for new developments, enhancing aesthetics, and addressing community concerns about density and environmental impact. She addressed the need for reviewing and potentially updating the Marion County's Land Development Code (LDC) to establish higher standards for buffering and tree planting requirements. Commissioner Bryant reiterated the importance of establishing a "higher bar" to ensure developments contribute to the community's long-term sustainability and livability while remaining flexible for negotiation when necessary.

Commissioner Zalak opined that Parks and Recreation Director Jim Couillard, Utilities Director Tony Cunningham, and County Engineer Steven Cohoon need to be in agreement on how the County will be able to address buffering, noting utilities and roadways have to fit within each corridor.

General discussion ensued.

It was the general consensus of the Board to direct staff to schedule a workshop to address buffering and tree remediation requirements.

13.2. Commission Calendar

13.2.1. Present Commission Calendar

The Chairman acknowledged receipt of the Commission calendar covering the period of March 5, 2025 to March 18, 2025.

14. NOTATION FOR RECORD:

14.1. County Administrator Informational Items:

14.1.1. Present Florida Job Growth Grant Fund October 1 - December 30, 2024, Quarterly Report

14.1.2. Present Chamber and Economic Partnership January 2025 Activity

14.1.3. Present Letter Received on February 20, 2025 From the Nature Explorers Club of Del Webb Spruce Creek Golf and Country Club Expressing Gratitude to Marion County Parks & Recreation Ma Barker House Tours

14.2. Present Walk-On Items From Previous BCC Meeting:

14.2.1. WALK ON: Request Approval of Resolution Pursuant to Florida Statute 145.022, Establishing Salary for George Albright, Tax Collector of Marion County

14.2.2. WALK-ON: George Albright, Tax Collector - Request Approval for Marion County to Provide Payment of The Monthly Rental for One-Half of The Month of January 2025

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and for The Months of February and March 2025 Until a Fourth Lease Renewal Agreement with Ocala Springs Shopping Center, LLC (Budget Impact - \$7,525)

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/>

14.4. Clerk of the Court:

14.4.1. Present Administrative Budget Transfer Report

14.4.2. Present Letter Received on February 12, 2025 From Citrus County Board of County Commissioners Expressing Gratitude for Marion County's Letters of Support Relating to the Barge Canal Boat Ramp Project

14.4.3. Present Memorandum From Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinances 25-01, 25-02, 25-03 and 25-03 (Corrected) with the Secretary of State's Office.

14.4.4. Present Regular Report of Utilization of Reserve for Contingencies

14.4.5. Present Report Number PC2025-01: Municipal Services Department - Edge Water Estates, Edgewater Estates Replat, and Sunset Lake Tract 7 Road Improvement 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 – January 8, 2025

14.5.2. Development Review Committee (DRC) – February 3 & 10, 2025

14.5.3. Districts 5 and 24 Medical Examiner Advisory Committee – November 13, 2024

14.5.4. Land Development Regulation Committee – January 15 and February 5, 2024

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

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

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

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

There being no further business to come before the Board, the meeting thereupon adjourned at 11:04 a.m.

Kathy Bryant, Chairman

Attest:

Gregory C. Harrell, Clerk



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19570

Agenda Date: 7/1/2025

Agenda No.: 3.6.

SUBJECT:

March 5, 2025 B

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**

March 5, 2025

CALL TO ORDER:

The Marion County Board of County Commissioners met in a special session in Commission Chambers at 2:00 p.m. on Wednesday, March 5, 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 afternoon to consider an Ordinance to amend Chapter 16 of the Marion County Code related to the Solid Waste Residential Assessment

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 Clerk Gregory C. Harrell, County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes, Assistant County Administrator (ACA) Angel Roussel and ACA Tracy Straub.

PROOF OF PUBLICATION

Deputy Clerk Mills-McAllister presented Proof of Publication of a legal ad No. 11044498 entitled, "Notice of Public Hearing" published in the Star Banner newspaper on February 21, 2025. The Notice states the Board will consider the adoption of an Ordinance to amend Chapter 16 of the Marion County Code relating to the Solid Waste Residential Assessment.

The Deputy Clerk was in receipt of an 8 page Agenda Packet.

STAFF PRESENTATION

1. PUBLIC HEARING to Consider Adoption of an Ordinance Amending Chapter 16, Solid Waste, Article II-Municipal Service Benefit Unit for Solid Waste Services, Section 16-51 (codified as 16-73), Imposition and Levy of Solid Waste Assessment

County Attorney Matthew G. Minter presented the following recommendation:

Description/Background: This draft ordinance modifies Marion County Ordinance 07-35 regarding the Municipal Service Benefit Unit for Solid Waste Services. Specifically, it revises Section 16-51 (codified as 16-73), Imposition and Levy of Solid Waste Assessment, following a revenue sufficiency study conducted by Stantec Consulting Services Inc. The proposed ordinance includes setting an initial Solid Waste Residential Assessment rate at \$215 with adjustment of the maximum cap of the assessment to \$225. It also eliminates the language requiring annual

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CPI increases and allows adjustments to be made annually by resolution as needed.

Budget/Impact: None.

Recommended Action: Motion to approve ordinance.

Solid Waste Director Mark Johnson presented a 17 page handout to follow along with the PowerPoint presentation. He advised that he is present to discuss revenue sufficiency for the Solid Waste Fund, which has been driven by exhausting the County's airspace at Heart of Florida (HOF) Landfill and needing a new methodology relating to disposal options and how to fund them. Mr. Johnson commented on impacts from population growth, inflation and disposal options. He provided a recap of actions that have taken place, noting there has been a Revenue Sufficiency Analysis relating to both gate rates at the landfill, and the Residential Assessment. Mr. Johnson stated staff has put together a Master Plan for the Baseline Landfill looking at both continuing the current operation of transporting out of County or building or expanding at the Baseline facility. He advised that there have been numerous workshops relating to whether to build or buy, effects on the Assessment and there has been a request for proposal (RFP) for disposal to true-up costs in the Department's models. Mr. Johnson commented on one-on-one meetings staff have conducted with multiple partners including the Clerk's Office, Budget, Finance, County Administration and the financial consultant.

Mr. Johnson referred to a slide seen on the overhead screens, which depicts a timeline of benchmarks that need to be met to meet the cutoff for the Truth in Millage (TRIM) Notice.

Mr. Johnson stated the County has consumed 36 percent (%) of the airspace it purchased at HOF, noting the real takeaway is that the airspace is being consumed at an accelerated rate. He advised that over the past couple of years the County's tonnage has increased between 7% to 7.5% per year. Mr. Johnson stated at a projected growth rate of 3.5% the County will expire its HOF volumes by FY 2031-32; however, if Marion County continues to see the growth it has historically seen for the last couple of years, the lifespan at HOF will end in FY 2030-31. He provided a comparison of Operating expenses and Recurring revenues, which shows that since 2020 the County has been inverting revenues to expenses. Mr. Johnson advised of an anomaly in 2023, noting that there was a true up relating to liability for closure/post-closure. He stated the Department has been using some of its savings' account strategically and with purpose, but it is time to review. Mr. Johnson commented on the dramatic shifts in costs and services following the COVID-19 pandemic.

Mr. Johnson commented on the County's ability to keep rates the same since 2008, noting the cost has increased by just \$36.00 over 34 years. He advised that the \$87.00 Assessment Rate was adopted in 2008 and then the Great Recession hit. The County purchased the HOF capacity in 2011, and then the COVID-19 pandemic occurred in 2020, followed by ultra-high inflation in 2021. Mr. Johnson stated if the Department had just factored for inflation from the \$87.00 assessment, the rate would have been at \$184.00 today. He advised that this has saved taxpayers \$110,000,000.00 by not raising rates over that period of time.

Mr. Johnson stated there is no Solid Waste program that is exactly the same, noting some go to incineration, some go to transfer stations, some have landfills, curbside collection or recycle centers. He compared Marion County's rates to other Counties, demonstrating that even with the proposed increase, the rates remain relatively low. Marion County

stands in the lower median range of Counties surveyed despite proposing to raise the assessment.

Mr. Johnson addressed revenue sufficiency, noting the Department has identified the expansion of the Baseline Landfill as being the most affordable option. He advised that the Board has had discussion on one time rates versus (vs.) a phased approach, noting the approach to utilize is a question for the Board today.

Mr. Johnson addressed discussions relating to the Federal Emergency Management Agency (FEMA) during the last Board meeting in regard to what is and is not allowed. He advised that under FEMA policy one of the questions related to whether interest was reimbursable, noting it is sometimes. Mr. Johnson stated as staff dug into the law they found that interest relating to disaster cleanup is not reimbursable; however, if the County is rebuilding its infrastructure or buildings, etc., it can be reimbursable. He provided an overview relating to how other Counties fund disasters, noting 34.7% utilize a Reserve or rainy day fund, 15.5% have austerity measures, 9.3% use short-term loans, 8.3% bond the costs and 5.2% raise taxes.

Mr. Johnson advised that staff do not have an accurate way to determine the cost of borrowing in the future, but they took a real world snapshot. He stated the City of St. Petersburg recently borrowed \$50,000,000.00 for cleanup efforts relating to Hurricane Milton. Mr. Johnson noted the interest rate was 4.05% over 15 years, which means their interest impact is over \$23,000,000.00. He advised that their annual expense for that is \$4,000,000.00 a year. Mr. Johnson advised that staff talked to the City of St. Petersburg specifically about interest and questioned what their plan was to pay back the funds. He stated half the funding was going towards storm cleanup and the other half was going to rebuild infrastructure, noting because those dollars were sitting in an account drawing interest they were bumping into arbitrage issues where they were earning more interest than was accounted for due to only half being reimbursable. Mr. Johnson commented on St. Petersburg's commitment to use insurance dollars that came in for buildings to buy down principal. He stated when FEMA gave reimbursements it went directly to buy down principal, so they wrote in some unique provisions to allow them to buy down their costs quicker.

Mr. Johnson advised that in order to move forward, it is necessary to make adjustments to the County's Ordinance. He provided an overview of proposed modifications to the Ordinance, noting the cap is set at \$225.00 annually.

In response to Chairman Bryant, Mr. Johnson stated from a phased in approach there would be a ramp up over 3 years that would be \$150.00, \$190.00 and then transition to \$225.00. He advised that the \$225.00 rate would remain in place until 2035 and then increase to \$255.00. Mr. Johnson stated the one time approach moves the rate to \$215.00, which stays constant through 2035 prior to jumping to \$255.00 in 2036 and beyond. He advised that from an economic standpoint, long-term they generate similar revenues; however, the one-time approach at \$215.00 brings funds in for Unrestricted Reserves earlier. Mr. Johnson clarified if there is an event that requires the Board to cover unexpected costs, there would be more funds available. He advised that for FY 2026, the phased in approach for Unrestricted Reserves is \$8,600,000.00 and the one time approach would result in \$16,600,000.00. Mr. Johnson stated for FY 2027 the phased in approach would result in a total of \$7,300,000.00 and the one time approach would be \$21,300,000.00; and FY 2028 would see \$6,600,000.00 relating to the phased in approach and \$20,500,000.00 for the one time. He advised that the last storm cleanup was related to Hurricane Milton and cost the County approximately \$2,600,000.00.

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Chairman Bryant questioned the cost of clean up efforts for storm events prior to Hurricane Milton.

ACA Angel Roussel stated the County spent between \$25,000,000.00 and \$26,000,000.00 relating to Hurricane Irma in 2017/2018.

Mr. Bouyounes commented on the 2004 storms (4) the County spent roughly \$30,000,000.00 to \$32,000,00.00.

Commissioner Zalak questioned if there is a way to determine how much of the \$215.00 assessment is storm related vs. landfill capacity related in operation.

Eric Grau, Stantec, Salisbury Road, Jacksonville, advised that both plans correct the structural imbalance between revenues and expenses. He stated if the County chooses the one time approach, it will fix the problem in 1 year rather than 3 years, which allows for the buildup of the Unrestricted Reserves. Mr. Grau advised that in this case, in 2026 that is roughly \$8,000,000.00 of additional Unrestricted Reserves that could be used in the event of a storm.

Chairman Bryant questioned whether Mr. Grau was referring to the one time or phased in approach, noting the one time approach at \$215.00 in FY 2025/26 gets the County to \$16,600,000.00 not \$8,000,000.00.

Mr. Grau concurred, noting the phased in approach results in \$8,600,000.00 with a delta of \$8,000,000.00.

In response to Commissioner Zalak, Mr. Grau stated with the \$215.00 assessment, the County's fund balance at the end of the year is \$16,000,000.00.

Mr. Roussel clarified that in the current year the County would have an Unrestricted Reserve of \$18,900,000.00, noting when the next FY projected balance in this account is being discussed the figure is going down regardless of which approach is chosen. He reiterated that the Unrestricted Reserve in the current year is approximately \$18,900,000.00.

Commissioner Zalak questioned how much deficit spending is occurring per year. Mr. Roussel advised that based on the \$215.00 assessment the deficit is roughly \$2,300,000.00 and based on the \$150.00 assessment the deficit is approximately \$10,000,000.00.

Mr. Grau stated generally speaking, every \$5.00 of the assessment amounts to roughly \$10,000,000.00 for the long term in Unrestricted Reserves.

Commissioner Zalak questioned whether it would be correct to advise individuals that roughly \$5.00 a year of the assessment will build the Reserve. Clerk Gregory C. Harrell advised that the County is not building the Reserve until it gets out of the operational deficit.

Mr. Grau stated it is effectively the level of Unrestricted Reserves, noting it's a difference of \$10,000,000.00 dollars in available Reserves that could be used for a storm event. That's approximately \$5.00 of assessment.

Commissioner McClain questioned the difference between the one time and phased in approaches relating to how much it will cost a taxpayer on a parcel over the 10 year period from 2026 to 2036. Mr. Johnson advised that it is \$10.00.

Commissioner Curry commented on the benefits of having a strong Reserve, which would provide the County with the ability to address sudden financial needs, such as storm-related expenses, without resorting to borrowing. He advised that he is in favor of the one time approach at \$215.00.

Chairman Bryant stated it is not a matter of not supporting what the Board needs to do to make the fund whole, it is a matter of the other conversations the Board is having, noting

at the end of the day the tax bill is going to be higher. She commented on the likely increase in property values, this assessment and the fire assessment. Chairman Bryant expressed concern relating to the risk associated with the phased in approach (no Unrestricted Reserve). She advised that the Board needed to have all this discussion to be able to assure the public this has been looked at every way possible to make the best fiscal decision for the taxpayers of Marion County. Chairman Bryant commented on the rapid growth the County has experienced in addition to inflation.

Commissioner McClain commented on the good job the Board did over the years to get those inflationary savings for County residents.

Chairman Bryant opened the floor to public comment.

Joseph Walker, SE 54th Place, Ocklawaha, commented on an option for a 2-tiered assessment with homesteaded property owners paying a smaller dollar amount. He opined that "so-called" businesses that leave litter behind cans pay \$300.00 annually.

Mr. Minter advised that Mr. Walker's testimony is intriguing, but it is what is called anecdotal evidence compared to the very detailed and extensive studies Stantec has prepared for the County. He stated he does not think the anecdotal evidence is enough to change course right now, noting the tight timeline. Mr. Minter advised that there could be a legal issue whether the County can discriminate between property owners and individuals that rent. He stated somebody owns the property whether it is being rented or not and opined that if the County tried to focus on just the homesteaded properties there could be a lot of issues with the implementation.

Kearsten Angel, SE 50th Terrace, expressed concern relating to an increase in the Solid Waste assessment.

In response to Ms. Angel, Chairman Bryant advised that Commissioner Zalak did not enter into a deal with former Senator Charlie Dean, noting Marion County purchased landfill capacity at what was a new landfill at the time, located in Bushnell for a tipping fee of \$8.00 per ton. She clarified that the purchase allowed the County to save over \$100,000,000.00 from that point until now.

In response to Chairman Bryant, Mr. Johnson advise that today the tipping fee at HOF is \$30.00 and it will be in excess of between \$36.00 and \$38.00 by the time the County has exhausted its capacity.

Chairman Bryant reiterated that Marion County only pays \$8.00 due to a prepayment for 2.5 million tons of capacity in that landfill when it was being built. She advised that this purchase is what allowed the County to keep the Solid Waste Assessment at \$87.00 up to this point. She stated based on the County's Ordinance, the assessment was supposed increase 1.5 times the Consumer Price Index (CPI) for that year, every year and had the County not purchased that capacity and implemented the 1.5 CPI increase through the years the current residential assessment would be \$263.77. Chairman Bryant advised that staff thought at the rate the County was growing in 2011, the capacity should have lasted through the year 2036. She stated, due to the exponential growth within the County, that capacity has been used up more quickly than anticipated. Chairman Bryant advised that now the County is faced with siting another landfill, expanding the Baseline Landfill, or purchasing more capacity at HOF, which the County can no longer obtain at \$8.00 per ton. She stated the Board has looked at every scenario, held 2 workshops in the last 6 months and this is by far the most financially stable decision out of all the things the Board has looked at today to be able to continue to have a landfill. Chairman Bryant noted the County has to have a landfill; it is a service demanded by citizens. She advised that staff will be happy to meet with her and review all the scenarios the Board has considered.

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Chairman Bryant commented on the debate the Board has relating to the one time and phased in approaches. She stated that she initially supported the phased in approach; however, based on the amount Chairman Bryant commented on the lower amount of funds the County will have in Reserves relating to storm cleanup if the phased in approach is utilized. She advised that due to the lower Reserve, the County may have to borrow funds if there is a large storm event, noting the cost relating to the debt service. Chairman Bryant stated the one-time approach would ensure nearly \$17,000,000.00 in Reserves if there is a major storm.

Clerk Harrell commented on the buildup of the Reserve, noting it has been discussed primarily in the context of a Reserve for storm-related debris; however, that is not the only reason for having the Reserve in a Solid Waste fund. He advised that if the move is to build up the capacity at the existing landfill, the laws that relate to landfills are pretty specific and require the existence of Reserves to aid with the eventual close out. Clerk Harrell stated landfills run out of space at some point, noting Marion County has the luxury of having some additional space. He addressed the need for funds relating to the closing out and to be in a fiscally solvent position to finance any sort of Capital Improvements at the existing landfill. Clerk Harrell noted that while what was reported focused on storm-related debris costs, that is only one component of the overall picture.

In response to Chairman Bryant, Clerk Harrell advised that FEMA reimbursements can take a while, noting there are different qualities of disaster relief and if it is storm debris, FEMA is an Agency that is going to be looked at and arguably paired down. He stated any assurance that FEMA is going to be there to match dollar for dollar that every County asks for is not guaranteed.

Chairman Bryant advised that the Board is happy to make arrangements for anyone to sit down with staff to review all of the presentations the Board has seen and be able to fully understand the information that has been received up to this point.

Ms. Angel stated she would appreciate sitting down with staff and reviewing some of the numbers, noting she has a concern relating to the timeframe for the Board's decision.

Chairman Bryant advised that the Board is at the point in this process where they have deadlines to meet, noting the previous workshops that have been advertised and held.

Commissioner Zalak stated he did sell Busy Bee Waste Service after the passing of his parents, and he does work as a Sales Representative with Waste Pro; however, he does not get funds from the landfill or its operations. He advised that Waste Pro actually pays the landfill to dump and there is no benefit to him.

Chairman Bryant stated the company Commissioner Zalak works for will be paying the increase just like everybody else.

Commissioner Zalak requested Mr. Minter ensure he is within the ethical bounds of the Statute.

Mr. Minter advised that he does not have any issue with that. He stated the County has benefited from having somebody like Commissioner Zalak who has industry experience.

Mr. Minter commented on the initial skepticism surrounding the purchase but underscored how the decision ultimately resulted in significant cost savings for residents, having maintained low assessments for nearly two decades even amid rising inflationary pressures.

Commissioner Zalak advised that the purchase saved a tremendous amount of dollars for the community. He stated the reason this is occurring today is due to the need to construct the cells, noting the County will continue to ship until it has used up the capacity at HOF. Commissioner Zalak commented on the process relating to the Department of

Environmental Protection (DEP) permitting, which takes 6 to 10 years. He advised that is why Mr. Johnson is coming before the Board today. Commissioner Zalak stated the taxpayers have already made an investment in the Baseline Landfill, noting nearly the entire facility is pretty much permitted with the exception of a couple little spots. He advised that the other option is to continue shipping the waste to someone else at full price; however, that assessment came back closer to \$400.00.

In response to Commissioner Zalak, Mr. Johnson stated in year 1 it would be \$250.00 vs. \$215.00, noting in the outer years it is \$415.00 vs. \$255.00.

In response to Commissioner McClain, Mr. Johnson advised that the County will get 20 years of capacity from the HOF purchase.

Chairman Bryant advised that public comment is now closed.

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to adopt Ordinance 25-06. The motion was unanimously approved by the Board (5-0).

Ordinance 25-06 is entitled:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING CHAPTER 16, SOLID WASTE, ARTICLE II-MUNICIPAL SERVICE BENEFIT UNIT FOR SOLID WASTE SERVICES; AMENDING SECTION 16-51 (CODIFIED AS 16-73) IMPOSITION AND LEVY OF SOLID WASTE ASSESSMENT; PROVIDING FOR FINDINGS; PROVIDING FOR RESOLUTION OF CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

BOARD DISCUSSION AND CLOSING COMMENTS: NONE

There being no further business to come before the Board, the meeting thereupon adjourned at 2:50 p.m.

Kathy Bryant, Chairman

Attest:

Gregory C. Harrell, Clerk

DRAFT

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19599

Agenda Date: 7/1/2025

Agenda No.: 4.1.

SUBJECT:

Request Approval of 2024-2026 Edward Byrne Memorial Justice Assistance Grant Program - Countywide

INITIATOR:

Caitlin Rath, Grants Coordinator

DEPARTMENT:

Marion County Sheriff's Office

DESCRIPTION/BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of criminal justice funding to states and units of local government. The Florida Department of Law Enforcement has set aside \$97,997 for Marion County. The following programs will be funded through this allocation:

- Marion County Sheriff's Office - \$49,997
- Ocala Police Department - \$30,000
- Marion County Courts - \$10,000
- Belleview Police Department - \$8,000

BUDGET/IMPACT:

Grant revenue of \$97,997 (No local match required)

RECOMMENDED ACTION:

Motion to authorize the Chairman to execute the letter to Florida Department of Law Enforcement.



MARION COUNTY

SHERIFF'S OFFICE

TO: KATHY BRYANT, CHAIR

FROM: Caitlin Rath, Budget Manager

DATE: June 20, 2025

SUBJECT: 2024-2026 EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT (JAG) PROGRAM – COUNTYWIDE

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of criminal justice funding to states and units of local government. The Florida Department of Law Enforcement has set aside \$97,997 for Marion County. The following programs will be funded through this allocation:

- Marion County Sheriff's Office - \$49,997
- Ocala Police Department - \$30,000
- Marion County Courts - \$10,000
- Belleview Police Department - \$8,000

BUDGET IMPACT: Grant revenue of \$97,997 (No local match required)

RECOMMENDED ACTION:

1. Motion to authorize the Board Chair to sign the 51% letter

Billy Woods, Sheriff



Marion County Board of County Commissioners

Administration

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300

July 1, 2025

Mr. Cody Menacof, Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Menacof

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the Marion County Board of County Commissioners approves the distribution of \$97,997 of Federal Fiscal Year 2024 Edward Byrne Memorial JAG Program funds for the following projects in Marion County:

Subgrantee/Implementing Agency	Project Purpose	Amount
Marion County Board of County Commissioners / Marion County Sheriff's Office	Law Enforcement Equipment	\$49,997
City Of Ocala / Ocala Police Department	Law Enforcement Equipment	\$30,000
Marion County Board of County Commissioners / Marion County Courts	Youth Court Programs	\$10,000
City Of Belleview / Belleview Police Department	Law Enforcement Equipment	\$8,000
TOTAL		\$97,997

Sincerely,

Kathy Bryant, Chairman



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19473

Agenda Date: 7/1/2025

Agenda No.: 5.1.1.

SUBJECT:

Building Safety Fund - Building - \$35,000

INITIATOR:

Michael Savage, Director

DEPARTMENT:

Building Safety

DESCRIPTION/BACKGROUND:

Enforcement of the Florida Building Code necessitates the fielding of all department vehicles. However, rising fuel costs have exceeded projected funding, creating a budget shortfall. To address this, we request a \$35,000 transfer from the Reserve for Contingencies to the Gasoline, Oil and Lubricants account. Current funding is estimated to sustain operations through August 2, 2025, and this additional allocation will enable continued inspection and investigation services throughout FY 2025. Securing these resources will allow the department to maintain service levels for the remainder of the fiscal year.

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 2024-2025 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 BUILDING SAFETY FUND:

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1141 - 318 - 599101	BUILDING RESERVE FOR CONTINGENCIES	\$35,000
		<u><u>\$35,000</u></u>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1141 - 318 - 552101	BUILDING GASOLINE, OIL & LUBRICANTS	\$35,000
		<u><u>\$35,000</u></u>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19590

Agenda Date: 7/1/2025

Agenda No.: 5.1.2.

SUBJECT:

County Transportation Maintenance Fund - Transportation - \$125,000

INITIATOR:

Steven Cohoon, County Engineer

DEPARTMENT:

Office of the County Engineer

DESCRIPTION/BACKGROUND:

Current spending in Repairs and Maintenance - Fleet Management is outpacing budget allowance. \$125,000 will be transferred to the account to catch up to average monthly expenses. \$75,000 will be transferred from Parts - Vehicle/Equipment and \$50,000 will be transferred from Gasoline, Oil, and Lubricants. These accounts are currently projected to have the necessary funding available. It remains possible that additional transfers may be necessary depending on the volume of repairs through the remainder of the fiscal year.

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 2024-2025 BUDGET**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the CNTY TRANS MAINT FUND:

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1020 - 400 - 552101	TRANSPORTATION GASOLINE, OIL & LUBRICANTS	\$50,000
1020 - 400 - 552257	TRANSPORTATION PARTS - VEHICLE / EQUIPMENT	\$75,000
		<hr/> \$125,000 <hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1020 - 400 - 546257	TRANSPORTATION REPAIRS/MAINT - FLEET MANAGMNT	\$125,000
		<hr/> \$125,000 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19488

Agenda Date: 7/1/2025

Agenda No.: 5.1.3.

SUBJECT:

General Fund - Animal Services - \$10,400

INITIATOR:

Kyra Lynch, CAWA, Director

DEPARTMENT:

Animal Services

DESCRIPTION/BACKGROUND:

Marion County Animal Services (MCAS) is requesting to recognize revenue in Animal Control Surcharge Training. Correspondingly, MCAS is requesting increases to the Training and Education and Travel & Per Diem expenditure accounts. The additional funds will support essential staff development needs, including training, certification programs, and associated travel expenses necessary to maintain operational effectiveness and compliance with industry standards.

BUDGET/IMPACT:

Increase General Fund appropriation by \$10,400.

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 2024-2025 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 315 - 348933	ANIMAL SERVICES ANIMAL CTRL SRCHG-TRAINNG	\$10,400
		<hr/> \$10,400 <hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 315 - 540101	ANIMAL SERVICES TRAVEL & PER DIEM	\$3,400
0010 - 315 - 555501	ANIMAL SERVICES TRAINING & EDUCATION	\$7,000
		<hr/> \$10,400 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19487

Agenda Date: 7/1/2025

Agenda No.: 5.1.4.

SUBJECT:

General Fund - Animal Services - \$100,000

INITIATOR:

Kyra Lynch, CAWA, Director

DEPARTMENT:

Animal Services

DESCRIPTION/BACKGROUND:

Marion County Animal Services is requesting a budget transfer of funds from Regular Salaries & Wages to Overtime. This transfer is necessary due to unfilled staff positions, which have resulted in available funds within the Regular Salaries & Wages account. These vacancies have also led to staffing shortages, increasing the need for overtime to maintain essential services. The reallocation will ensure continued operational coverage and support for animal care and control duties.

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 2024-2025 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 315 - 512101	ANIMAL SERVICES REGULAR SALARIES & WAGES	\$100,000
		<hr/>
		\$100,000

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 315 - 514101	ANIMAL SERVICES OVERTIME	\$100,000
		<hr/>
		\$100,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19504

Agenda Date: 7/1/2025

Agenda No.: 5.1.5.

SUBJECT:

General Fund - Belleview Sportsplex - \$27,000

INITIATOR:

Jim Couillard, PLA, ASLA, Director

DEPARTMENT:

Parks & Recreation

DESCRIPTION/BACKGROUND:

The Parks & Recreation Department is seeking a fund transfer for Repairs/Maintenance - Building & Grounds specifically to address an increase in electrical services at Belleview Sportsplex.

The Department has recognized the necessity for electrical repairs at the baseball and softball sports fields within Belleview Sportsplex. Following an assessment and subsequent repairs, the invoice for these services exceeded the currently available funds, necessitating a transfer. Funds are available from the transfer line as this funding is dedicated to facility improvements that the City of Belleview pays annually to the department.

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 2024-2025 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 363 - 563101	BELLEVUE SPORTSPLEX IMPROVE OTHER THAN BUILDINGS	\$27,000
		<hr/>
		\$27,000

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 363 - 546101	BELLEVUE SPORTSPLEX REPAIRS/MAINT - BLDGS & GRNDS	\$27,000
		<hr/>
		\$27,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19620

Agenda Date: 7/1/2025

Agenda No.: 5.1.6.

SUBJECT:

General Fund - Facilities Management - \$35,000

INITIATOR:

Jared Goodspeed, Director

DEPARTMENT:

Facilities Management

DESCRIPTION/BACKGROUND:

Facilities Management is requesting a one-time transfer of \$35,000 from Contract Services Janitorial to Overtime. To complete time sensitive projects as well as accommodate an increase to on-call emergencies, Facilities has expended the available overtime budget. Contract Services Janitorial currently has excess funds as we have not utilized the funding put aside for emergency and additional cleanings.

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 2024-2025 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 180 - 534116	FACILITIES MANAGEMENT CONTRACT SERV - JANITORIAL	\$35,000
		<hr/>
		\$35,000

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 180 - 514101	FACILITIES MANAGEMENT OVERTIME	\$35,000
		<hr/>
		\$35,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19486

Agenda Date: 7/1/2025

Agenda No.: 5.1.7.

SUBJECT:

General Fund - General Government Capital - \$111,170

INITIATOR:

Tom Northey, Director

DEPARTMENT:

Information Technology

DESCRIPTION/BACKGROUND:

Marion County Information Technology is requesting a Budget Amendment for fiscal year 2025 to close out two completed Capital Improvement Program (CIP) projects Granicus Solution (ITC000001) and Kronos Time Keeping System (ITC000002). The remaining funds from both projects, totaling \$111,170, will be transferred to the Enterprise Resource Planning (ERP) Project (ESC000001).

These funds will be used to cover the cost of Tyler Technologies' Application Programming Interface (API), which enables integration between existing county systems and the new ERP platform.

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 2024-2025 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 700 - 564102	GENERAL GOVERNMENT CAPITAL MACHINERY & EQUIPMENT - CIP	\$11,000
0010 - 700 - 568102	GENERAL GOVERNMENT CAPITAL INTANGIBLE SOFTWARE - CIP	\$98,367
		<hr/> \$109,367 <hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 700 - 568102	GENERAL GOVERNMENT CAPITAL INTANGIBLE SOFTWARE - CIP	\$109,367
		<hr/> \$109,367 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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 2024-2025 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 700 - 564102	GENERAL GOVERNMENT CAPITAL MACHINERY & EQUIPMENT - CIP	\$560
0010 - 700 - 568102	GENERAL GOVERNMENT CAPITAL INTANGIBLE SOFTWARE - CIP	\$1,243
		<hr/>
		\$1,803

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 700 - 568102	GENERAL GOVERNMENT CAPITAL INTANGIBLE SOFTWARE - CIP	\$1,803
		<hr/>
		\$1,803

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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 2025-10-8 and 2025-10-9
Effective Date 7/01/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
ITC000001-CIP GENRAL-INTANG FEQ-700	Granicus Solution	564102	11,000	(11,000)	-
ITC000001-CIP GENRAL-INTANG SFT-700	Granicus Solution	568102	135,660	(98,367)	37,293
ITC000001-CIP GENRAL-INTANG SFT-400	Granicus Solution	568102	3,200		3,200
ITC000001-CIP GENRAL-INTANG SFT-415	Granicus Solution	568102	3,200		3,200
ITC000001-CIP GENRAL-INTANG SFT-448	Granicus Solution	568102	3,200		3,200
ITC000002-CIP GENRAL-INTANG FEQ-700	Kronos Time Keeping System	564102	17,773	(560)	17,213
ITC000002-PROJECT STRINGS COMBINED	Kronos Time Keeping System	564102	25,322		25,322
ITC000002-CIP GENRAL-INTANG SFT-700	Kronos Time Keeping System	568102	91,214	(1,243)	89,971
ITC000002-CIP GENRAL-INTANG SFT-400	Kronos Time Keeping System	568102	35,097		35,097
ITC000002-PROJECT STRINGS COMBINED	Kronos Time Keeping System	568102	94,772		94,772
ITC000002-PROJECT STRINGS COMBINED	Kronos Time Keeping System	552122	176,484		176,484
ESC000001-PROJECT STRINGS COMBINED	Enterprise Resource Planning Capital	564102	1,282,602		1,282,602
ESC000001-CIP GENRAL-INTANG SFT-700	Enterprise Resource Planning Capital	568102	2,320,350	111,170	2,431,520
ESC000001-PROJECT STRINGS COMBINED	Enterprise Resource Planning Capital	568102	2,947,685		2,947,685
			7,147,559	-	7,147,559



**Marion County
Board of County Commissioners**

Procurement Services

2631 SE Third St
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

PROJECT CLOSE OUT MEETING REQUEST FORM

Project Name	Granicus Solution		
Project Code	ITC000001	Contract Number	19BE-192
End-Using Dept.	General Fund, Airport, Transportation, & Utilities		
Project Budget	\$156,260.00 ✓		
Final Project Costs	\$46,027.48 ✓		
Remaining Funds	\$110,232.52 ✓		
Funding Restrictions (Grant, Etc.)	N/A		
Construction Manager Name	Rita Wilemon (IT Applications Manager)		

Documentation Provided

Copy of Dept. Acceptance letter: ☐ Yes ☒ No

Date Final Request for Payment Received: 2/25/2020

Facilities Director/ Project Manager Signature:

Administrative Use

Date Meeting Request Received: Date of Project Close Out Meeting:

Project Completion Certification (To be completed & signed during CPM):

Recommendation for Remaining Project Funds

Information Technology recommends the remaining funds under General Fund, AA700519, be moved to the Enterprise Resource Planning Capital Project, ESC000001.

3/19/25
Department Signature Date

N/A
Facilities Management Signature Date

5/9/25
Budget Signature Date

3/19/25
Information Technology Signature Date

3/24/2025
Procurement Services Signature Date

4/4/2025
Administration/Fiscal Signature Date



**Marion County
Board of County Commissioners**

Procurement Services

2631 SE Third St
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

PROJECT CLOSE OUT MEETING REQUEST FORM

Project Name	Kronos Incorporated		
Project Code	ITC000002	Contract Number	21C-007
End-Using Dept.	Countywide		
Project Budget	\$440,662.00 ✓		
Final Project Costs	\$423,309.27 ✓		
Remaining Funds	\$17,352.73 ✓		
Funding Restrictions (Grant, Etc.)	N/A		
Construction Manager Name	Rita Wilemon (IT Applications Manager)		

Documentation Provided

Copy of Dept. Acceptance letter: ☐ Yes ☒ No

Date Final Request for Payment Received 6/10/2022

Facilities Director/ Project Manager Signature:

Administrative Use

Date Meeting Request Received: Date of Project Close Out Meeting

Project Completion Certification (To be completed & signed during CPM):

Recommendation for Remaining Project Funds

Information Technology recommends the remaining funds under General Fund, AA700519, be moved to the Enterprise Resource Planning Capital Project, ESC000001.

3/19/25
Department Signature Date

N/A
Facilities Management Signature Date

5/9/25
Budget Signature Date

3/19/25
Information Technology Signature Date

Debbie Core 3/24/2025
Procurement Services Signature Date

4/4/2025
Administration/Fiscal Signature Date



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19596

Agenda Date: 7/1/2025

Agenda No.: 5.1.8.

SUBJECT:

General Fund - Legislative - \$12,200

INITIATOR:

Michael McCain, Executive Director

DEPARTMENT:

Administration

DESCRIPTION/BACKGROUND:

Reallocate \$12,200 from Commission Professional Services to Administration Promotional Activities. This funding will be used to pay the City of Ocala for the 2025 Fourth of July Celebration, as approved during the June 3, 2025, BCC Board Meeting.

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 2024-2025 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 100 - 531109	LEGISLATIVE PROFESSIONAL SERVICES	\$12,200
		<hr/>
		\$12,200

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 105 - 548101	COUNTY ADMINISTRATOR PROMOTIONAL ACTIVITIES	\$12,200
		<hr/>
		\$12,200

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19527

Agenda Date: 7/1/2025

Agenda No.: 5.1.9.

SUBJECT:

General Fund Grants Fund - Community Services - \$25,000

INITIATOR:

Cheryl Butler, Director

DEPARTMENT:

Community Services

DESCRIPTION/BACKGROUND:

Community Services is requesting a one-time transfer of \$25,000 from the Community Development Block Grant (CDBG) expense account, Grants and Aid to Building Improvements. The renovation of Silver Spring Shores Library is co-funded by both Community Services and Facilities Management. The breakdown currently includes \$400,000 from Community Services CDBG Grant funds and \$176,970 from Facilities Management Capital funds, which have been transferred into project 720SSSLIB. Changes to the scope of the project as well as inclusion of contingency and IT considerations have led to a deficit of \$25,000 to complete the project.

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 2024-2025 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 GRANTS:

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0016 - 341 - 583220	COMMUNITY DEVELOP BLOCK GRANT GRANTS & AID - CDBG	\$25,000
		<hr/>
		\$25,000

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0016 - 341 - 562101	COMMUNITY DEVELOP BLOCK GRANT BUILDINGS - CONSTRUCT IMPROV	\$25,000
		<hr/>
		\$25,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19479

Agenda Date: 7/1/2025

Agenda No.: 5.1.10.

SUBJECT:

Infrastructure Surtax Capital Project Fund - Infrastructure Tax Transportation - \$740,135

INITIATOR:

Steven Cohoon, P.E., County Engineer

DEPARTMENT:

Office of the County Engineer

DESCRIPTION/BACKGROUND:

STC073867 - NW 70th Ave at US 27 is complete and all invoices have been paid. The project has a remaining balance of \$740,135. \$400,000 will be transferred to STC073814 - SW 49th Ave North Phase for upcoming right-of-way purchases. \$340,135 will be transferred to STC073804 - SW 49th/40th Ave Ph 1 to increase the available construction budget.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution and amend the Capital Improvement Program.

RESOLUTION NUMBER 25 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2024-2025 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 INFRASTRUCTURE SURTAX CAP PROJ FUND:

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	\$736,867
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	\$3,268
		<hr/> \$740,135 <hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	\$400,000
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	\$340,135
		<hr/> \$740,135 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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 2025-10-4
Effective Date 7/01/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
STC073867-CIP TRANSP-NEWINF CNS-738	NW 70th Ave at US 27	563220	6,713,566	(3,268)	6,710,298
STC073867-CIP TRANSP-NEWINF ROW-738	NW 70th Ave at US 27	561301	920,716	(736,867)	183,849
STC073804-CIP TRANSP-NEWINF CNS-738	SW 49th/ 40th Ave PH 1	563220	10,550,363	340,135	10,890,498
STC073814-CIP TRANSP-EXPANS ROW-738	SW 49th Ave North	561301	11,652,464	400,000	12,052,464
			29,837,109	-	29,837,109



PROJECT CLOSE OUT MEETING REQUEST FORM

Project Name	NW 70TH AVE AT US 27		
Project Code	STC073867	Contract Number	21B-081
End-Using Dept.	Office of the County Engineer		
Project Budget	\$7,634,282 ✓		
Final Project Costs	\$6,894,147 ✓		
Remaining Funds	\$740,135 ✓		
Funding Restrictions (Grant, Etc.)			
Construction Manager Name	Gerald Hickman		

Documentation Provided

Copy of Dept. Acceptance letter: ☐ Yes ☐ No

Date Final Request for Payment Received Mar 18, 2024

Facilities Director/ Project Manager Signature:

[Signature] 5/28/25

Administrative Use

Date Meeting Request Received:

Date of Project Close Out Meeting

Project Completion Certification (To be completed & signed during CPM):

Recommendation for Remaining Project Funds

\$400,000
Transfer ~~remaining balance~~ to STC073814 - ROW
Transfer \$340,135 to STC073804 - CST

[Signature] 5/27/25
Department Signature Date

N/A
Facilities Management Signature Date

[Signature] 5/29/25
Budget Signature Date

Debbie Cole

Digitally signed by Debbie Cole
Date: 2025.05.28 14:23:35 -04'00'

Procurement Services Signature Date

[Signature] 5/29/25
Administration/Fiscal Signature Date



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19593

Agenda Date: 7/1/2025

Agenda No.: 5.1.11.

SUBJECT:

Infrastructure Surtax Capital Project Fund - Multiple Cost Centers - \$4,100,000

INITIATOR:

Michael McCain, Executive Director

DEPARTMENT:

Administration

DESCRIPTION/BACKGROUND:

This amendment updates the Surtax 2 project allocations as follows:

Fire Station 11 Rebuild (Lowell) (FRC000020): Increase the construction budget by \$2,600,000, bringing the total project budget to \$8,278,111.

Jail Chiller and Pumps (SOC000057): Establish a new project with a total budget of \$1,500,000.

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 2024-2025 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 INFRASUR TAX CAP PROJ FUND:

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
3031 - 739 - 599301	INFRASTRUCTURE TAX RESERVE RESERVE FOR FUTURE CAP OUTLAY	\$4,100,000
		<hr/> \$4,100,000 <hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
3031 - 732 - 562102	INFRASTRUCTURE TAX FIRE BUILDINGS - CIP	\$2,600,000
3031 - 735 - 562102	INFRASTRUCTURE TAX SHERIFF JAL BUILDINGS - CIP	\$1,500,000
		<hr/> \$4,100,000 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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 2025-10-25
Effective Date 7/01/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
FRC000020-CIP FIRAMB-REHABL CNS-732	Fire Station 11 Rebuild	562102	5,678,111	2,600,000	8,278,111
SOC000057-CIP SHERIF-REHABL CNS-735	Jail Chillers and Pumps	562102	-	1,500,000	1,500,000
RESERVE FOR CONTINGENCIES		599301	4,744,136	(4,100,000)	644,136
			10,422,247	-	10,422,247



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19472

Agenda Date: 7/1/2025

Agenda No.: 5.1.12.

SUBJECT:

Insurance Fund - Insurance - \$15,675

INITIATOR:

Sara Caron, Director

DEPARTMENT:

Human Resources

DESCRIPTION/BACKGROUND:

Within the Insurance Fund, a one-time transfer is requested from Claims - General Liability to Claims - Automotive to cover an auto claim settlement payout from a 2023 incident involving a county vehicle. This transfer is possible due to a lower number of general liability claims and a higher volume of automotive claims this fiscal year, allowing available funds to be reallocated accordingly.

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 2024-2025 BUDGET**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the INSURANCE FUND:

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
5010 - 160 - 545601	INSURANCE	\$15,675
	CLAIMS - GENERAL LIABILITY	
		<u><u>\$15,675</u></u>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
5010 - 160 - 545701	INSURANCE	\$15,675
	CLAIMS - AUTOMOTIVE	
		<u><u>\$15,675</u></u>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19591

Agenda Date: 7/1/2025

Agenda No.: 5.1.13.

SUBJECT:

Insurance Fund - Insurance - \$73,126

INITIATOR:

Sara Caron, Director

DEPARTMENT:

Human Resources

DESCRIPTION/BACKGROUND:

We are requesting a transfer from our Claims- Property to our Claims- Automotive. The reason for this request is to cover the rest of the FY monthly service fee to our adjuster, as well as funds to cover four automotive claims. This may be recurring depending on future claims this FY that may need to be paid out. If we have more claims, we will need to request additional funding from our Claims- Property to our Claims- Automotive.

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 2024-2025 BUDGET**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the INSURANCE FUND:

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
5010 - 160 - 545801	INSURANCE CLAIMS - PROPERTY	\$73,126
		<hr/>
		<u>\$73,126</u>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
5010 - 160 - 545701	INSURANCE CLAIMS - AUTOMOTIVE	\$73,126
		<hr/>
		<u>\$73,126</u>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19525

Agenda Date: 7/1/2025

Agenda No.: 5.1.14.

SUBJECT:

Marion County Airport Fund - Marion County Airport - \$210,062

INITIATOR:

Jim Couillard, PLA, ASLA, Director

DEPARTMENT:

Parks & Recreation

DESCRIPTION/BACKGROUND:

The Marion County Airport is requesting to increase the revenue and expense for the Airport Parallel Taxiway A project (MAC202202C).

The Department has received grants from the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) for the construction phase of the Airport Parallel Taxiway A project (MAC202202C). Initial budgeted grant amounts were lower than the actual awarded figures. This transfer will adjust the revenue and expense to align with the currently approved grants from both the FAA and FDOT for this phase of the project.

BUDGET/IMPACT:

Increase Marion County Airport Fund appropriation by \$210,062.

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 2024-2025 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 AIRPORT FUND:

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1035 - 415 - 331410	MARION COUNTY AIRPORT FD GRANT AIRPORT	\$192,954
1035 - 415 - 334410	MARION COUNTY AIRPORT ST GRANT AIRPORT	\$17,108
		<hr/> \$210,062 <hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1035 - 415 - 563102	MARION COUNTY AIRPORT IMPROVE - CIP	\$192,954
1035 - 415 - 563102	MARION COUNTY AIRPORT IMPROVE - CIP	\$17,108
		<hr/> \$210,062 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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
Journals 2025-10-5
Effective Date 07/01/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
MAC202202C - CIP AIRPRT-NEWINF CNS-415GF	Airport Parallel Taxiway Rwy 5-23	563102	6,637,000	192,954	6,829,954
MAC202202C - CIP AIRPRT-NEWINF CNS-415GS	Airport Parallel Taxiway Rwy 5-24	563102	590,000	17,108	607,108
			7,227,000	210,062	7,437,062



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19594

Agenda Date: 7/1/2025

Agenda No.: 5.1.15.

SUBJECT:

Marion County Utility Fund - Utilities Management - \$80,000

INITIATOR:

Tony Cunningham, P.E., Director

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

In Cost Center 440 Utilities Management, there are some accounts in need of additional funds. Overtime and Contract Services are two of those, mainly because there are open positions that have been covered by overtime and temporary contracted individuals. Due to growth in customers higher than anticipated, there is a need to add postage funds in order to mail customers monthly usage statements and water conservation information. Because Marion County Utilities has had at least three (3) engineering positions open the entire fiscal year, there are funds available from budgeted Health Insurance. This Budget Amendment request is to move funds from Regular Salaries & Wages and Health Insurance to Overtime, Contract Services and Postage & Freight. This is a one-time 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 2024-2025 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 440 - 512101	UTILITIES MANAGEMENT REGULAR SALARIES & WAGES	\$40,000
4520 - 440 - 523101	UTILITIES MANAGEMENT HEALTH INSURANCE	\$40,000
		<hr/> \$80,000 <hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 440 - 514101	UTILITIES MANAGEMENT OVERTIME	\$25,000
4520 - 440 - 534101	UTILITIES MANAGEMENT CONTRACT SERV - OTHER - MISC	\$15,000
4520 - 440 - 542201	UTILITIES MANAGEMENT POSTAGE & FREIGHT	\$40,000
		<hr/> \$80,000 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19619

Agenda Date: 7/1/2025

Agenda No.: 5.1.16.

SUBJECT:

Marion County Utility Fund - Utilities Wastewater System - \$262,500

INITIATOR:

Tony Cunningham, P.E., Director

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

In Cost Center 445 Utilities Wastewater System, several accounts require additional funding. Overtime expenses exceeded the budget due to staff shortages, with vacant positions being covered by existing staff. Additional funds are also needed for Contract Services as a result of a new sludge hauling contract, and for Operating Supplies, due to increased costs for lift station and laboratory materials. Fleet vehicle repair costs have risen due to inflation, and Equipment Repairs and Maintenance are over budget due to higher-than-expected costs for electrical components and pump repairs.

These needs can be covered using available funds in other areas. Regular Salary & Wages and Health Insurance accounts have surplus funds due to vacant positions in supervisory, field technician, and operator roles throughout most of the fiscal year. Professional Services are under budget due to fewer modification studies and system evaluations being required. Additional savings have also been realized in Buildings & Grounds Maintenance, Mains & Lines Maintenance, and Gasoline, Oil & Lubricants due to lower-than-anticipated costs.

This is a one-time budget adjustment 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 2024-2025 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 445 - 512101	UTILITIES WASTEWATER SYSTEM REGULAR SALARIES & WAGES	\$75,000
4520 - 445 - 523101	UTILITIES WASTEWATER SYSTEM HEALTH INSURANCE	\$55,000
4520 - 445 - 531109	UTILITIES WASTEWATER SYSTEM PROFESSIONAL SERVICES	\$70,000
4520 - 445 - 546101	UTILITIES WASTEWATER SYSTEM REPAIRS/MAINT - BLDGS & GRNDS	\$10,000
4520 - 445 - 546105	UTILITIES WASTEWATER SYSTEM REPAIRS/MAINT - MAINS & LINES	\$2,500
4520 - 445 - 552101	UTILITIES WASTEWATER SYSTEM GASOLINE, OIL & LUBRICANTS	\$50,000
		<hr/> \$262,500 <hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 445 - 514101	UTILITIES WASTEWATER SYSTEM OVERTIME	\$30,000
4520 - 445 - 534101	UTILITIES WASTEWATER SYSTEM CONTRACT SERV - OTHER - MISC	\$55,000
4520 - 445 - 546257	UTILITIES WASTEWATER SYSTEM REPAIRS/MAINT - FLEET MANAGMNT	\$75,000
4520 - 445 - 546301	UTILITIES WASTEWATER SYSTEM REPAIRS/MAINT - EQUIPMENT	\$90,000
4520 - 445 - 552108	UTILITIES WASTEWATER SYSTEM OPERATING SUPPLIES	\$12,500
		<hr/> \$262,500 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19595

Agenda Date: 7/1/2025

Agenda No.: 5.1.17.

SUBJECT:

Marion County Utility Fund - Utilities Water System - \$190,000

INITIATOR:

Tony Cunningham, P.E., Director

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

Within Cost Center 442 Utilities Water System, several accounts are in need of additional funding. Overtime expenses exceed the budget due to vacancies in field staff positions, which have been covered using overtime. Equipment repairs and maintenance costs are higher than anticipated, primarily due to pump repairs and replacements at water treatment facilities and wells. Additionally, vehicle repair costs managed by the Fleet Department have surpassed the budget as a result of increased prices for parts and the need for several unexpected repairs. Operating supplies are also over budget, mainly due to rising costs for brass and polyvinyl chloride (PVC) materials.

However, there are offsetting savings available in other areas. The Health Insurance account has a surplus due to open positions. Actual costs for Buildings and Grounds repairs have been significantly lower than projected. Gasoline and oil expenses are below budget due to lower fuel prices, and non-fleet vehicle repair costs have also been less than expected. Communication services are under budget following the conversion of several plants to sentinel/supervisory control and data acquisition (SCADA) units for monitoring. Additionally, costs for personal protective equipment (PPE) have been lower than anticipated due to reduced contractual pricing.

This request is for a one-time reallocation of funds.

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 2024-2025 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 442 - 512101	UTILITIES WATER SYSTEM REGULAR SALARIES & WAGES	\$50,000
4520 - 442 - 523101	UTILITIES WATER SYSTEM HEALTH INSURANCE	\$25,000
4520 - 442 - 531109	UTILITIES WATER SYSTEM PROFESSIONAL SERVICES	\$15,000
4520 - 442 - 541101	UTILITIES WATER SYSTEM COMMUNICATIONS SERVICES	\$15,000
4520 - 442 - 546101	UTILITIES WATER SYSTEM REPAIRS/MAINT - BLDGS & GRNDS	\$40,000
4520 - 442 - 552101	UTILITIES WATER SYSTEM GASOLINE, OIL & LUBRICANTS	\$20,000
4520 - 442 - 552119	UTILITIES WATER SYSTEM OPER SUPPLIES - PPE	\$5,000
4520 - 442 - 552257	UTILITIES WATER SYSTEM PARTS - VEHICLE / EQUIPMENT	\$20,000
		<hr/> \$190,000 <hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 442 - 514101	UTILITIES WATER SYSTEM OVERTIME	\$50,000
4520 - 442 - 546257	UTILITIES WATER SYSTEM REPAIRS/MAINT - FLEET MANAGMNT	\$50,000
4520 - 442 - 546301	UTILITIES WATER SYSTEM REPAIRS/MAINT - EQUIPMENT	\$40,000
4520 - 442 - 552108	UTILITIES WATER SYSTEM OPERATING SUPPLIES	\$50,000
		<hr/> \$190,000 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19470

Agenda Date: 7/1/2025

Agenda No.: 5.1.18.

SUBJECT:

Multiple Funds - Multiple Cost Centers - \$52,000

INITIATOR:

James Banta, Fire Chief

DEPARTMENT:

Fire Rescue

DESCRIPTION/BACKGROUND:

Marion County Fire Rescue, in partnership with Facilities Management, is working to finalize key components for the new Station 13, including IT enhancements and bay floors. To ensure the project stays on schedule and the station opens within this fiscal year, remaining funds from Fire Protection Impact Fees and Reserves from Contingencies to Fire Station Orange Springs (FRC000031) will be used. This strategic funding approach supports the timely completion of Station 13 in Orange Springs.

BUDGET/IMPACT:

Increase Fire Protection Impact Fee Trust Fund by \$5,249.

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 2024-2025 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1120 - 300 - 599101	FIRE RESCUE SERVICES RESERVE FOR CONTINGENCIES	\$46,751
		<hr/>
		<u>\$46,751</u>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1120 - 300 - 562102	FIRE RESCUE SERVICES BUILDINGS - CIP	\$46,751
		<hr/>
		<u>\$46,751</u>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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 2024-2025 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 PROTECTION IMPACT FEE TF:

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1121 - 000 - 399991	FIRE PROTECTION IMPACT FEE TF DEPARTMENT OPEN BALANCES FWD-CASH-REGULAR	\$5,059
1121 - 721 - 361110	FIRE PROTECTION IMPACT FEE INTEREST-BOARD	\$190
		<hr/>
		<u>\$5,249</u>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1121 - 721 - 562102	FIRE PROTECTION IMPACT FEE BUILDINGS - CIP	\$5,249
		<hr/>
		<u>\$5,249</u>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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
Journals 2025-10-2 and 2025-10-3
Effective Date 07/01/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
FRC000031 -CIP FIRAMB-REHABL CNS-300	Fire Station Orange Springs	562102	482,000	46,751	528,751
FRC000031 -CIP FIRAMB-REHABL CNS-721	Fire Station Orange Springs	562102	-	5,249	5,249
			482,000	52,000	534,000



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19621

Agenda Date: 7/1/2025

Agenda No.: 5.1.19.

SUBJECT:

Stormwater Fund - Stormwater Program - \$910,000

INITIATOR:

Stevem Cohoon, County Engineer

DEPARTMENT:

Office of the County Engineer

DESCRIPTION/BACKGROUND:

Additional funding is needed in Contract Services - Other - Misc in the Stormwater fund. There is an ongoing sinkhole repair project on a DRA that has already exhausted the designated line item, and an additional project is soon to begin. A total of \$910,000 will be transferred to Contract Services. \$500,000 will be transferred from Improvements Other than Buildings and \$410,000 will come from Stormwater Projects Unassigned.

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 2024-2025 BUDGET**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the STORMWATER PROGRAM:

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1131 - 430 - 563101	STORMWATER PROGRAM IMPROVE OTHER THAN BUILDINGS	\$500,000
1131 - 430 - 563102	STORMWATER PROGRAM IMPROVE - CIP	\$410,000
		<hr/> \$910,000 <hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1131 - 430 - 534101	STORMWATER PROGRAM CONTRACT SERV - OTHER - MISC	\$910,000
		<hr/> \$910,000 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 1st day of July, 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.: 2025-19478

Agenda Date: 7/1/2025

Agenda No.: 5.2.1.

SUBJECT:

Transfer Project Funds and Amend the Capital Improvement Program - Marion County Utility Fund - \$120,000

INITIATOR:

Tony Cunningham, P.E., Director

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

Marion County Utilities (MCU) set up a project to replace the water lines in the Sun Country subdivision and funded an amount to do design work. MCU has decided to delay this project for the time being. There is a need to replace the grit removal system at the Silver Springs Shores Wastewater Treatment Facility. These funds in the Sun Country water line project can be utilized for this replacement. This request is to transfer the funds from CIP project UTC000082 (Sun Country Water Main) to CIP project UTC000138 (Wastewater Treatment Plant Improvement). When it is determined that the Sun Country water lines can be replaced, the project will be utilized. This is a one-time request.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Motion to approve the transfer of project funds and amend the CIP.

Project Adjustments
PAJ 2025-10-5
Effective Date 7/01/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
UTC000138-CIP UTILITY-REHABL CNS-448	Wastewater Treatment Plant Improvement	563102	15,128,660	120,000	15,248,660
UTC000082-CIP UTILITY-REHABL INF-448	Sun Country Water Main	563102	120,000	(120,000)	-
			15,248,660	-	15,248,660



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19592

Agenda Date: 7/1/2025

Agenda No.: 5.2.2.

SUBJECT:

**Transfer Project Funds and Amend the Capital Improvement Program - Infrastructure Surtax
Capital Project Fund - \$452,274**

INITIATOR:

Steven Cohoon, P.E., County Engineer

DEPARTMENT:

Office of the County Engineer

DESCRIPTION/BACKGROUND:

Projects STC073833 - SE Maricamp Road Resurfacing and STC073877 - NW 60th Ave Resurfacing have been completed, and all final invoices have been paid. These projects resulted in budget savings of \$351,049 and \$101,225, respectively. Of the total remaining funds, \$22,025 will be transferred to STC073884 - NW Hwy 320 Resurfacing to cover the final invoice. The remaining balance of \$430,249 will be allocated to STC073889 - SW 27th Ave at SW 66th St..

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Motion to approve the transfer of project funds and amend the Capital Improvement Program.

Project Adjustments
PAJ 2025-10-13
Effective Date 7/01/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
STC073877-CIP TRANSP-REHABL CNS-738	NW 60th Ave Resurfacing	563220	1,217,806	(101,225)	1,116,581
STC073883-CIP TRANSP-REHABL CNS-738	SE Maricamp Rd Resurfacing	563220	8,650,089	(351,049)	8,299,040
STC073884-CIP TRANSP-REHABL CNS-738	NW HWY 320 Resurfacing	563220	2,050,240	22,025	2,072,265
STC073889-CIP TRANSP-NEWINF CNS-738	SW 27th Ave At SW 66th St Roundabout	563220	3,500,000	430,249	3,930,249
			15,418,135	-	15,418,135



**Marion County
Board of County Commissioners**

Procurement Services

2631 SE Third St
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

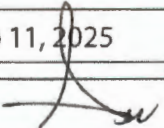
PROJECT CLOSE OUT MEETING REQUEST FORM

Project Name	NW 60TH AVE RESURFACE		
Project Code	STC073877	Contract Number	24B-249
End-Using Dept.	OFFICE OF THE COUNTY ENGINEER		
Project Budget	\$1,217,806 ✓		
Final Project Costs	\$1,116,581 ✓		
Remaining Funds	\$101,225.00 ✓		
Funding Restrictions (Grant, Etc.)			
Construction Manager Name	GERALD HICKMAN		

Documentation Provided

Copy of Dept. Acceptance letter: ☐ Yes ☒ No

Date Final Request for Payment Received Feb 11, 2025

Facilities Director/ Project Manager Signature:  Douglas L. Hunter 6/13/25

Administrative Use

Date Meeting Request Received: Date of Project Close Out Meeting

Project Completion Certification (To be completed & signed during CPM):

Recommendation for Remaining Project Funds

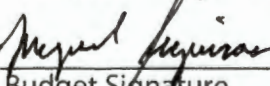
\$22,025 to STC073884-CIP TRANSP-REHABL CNS-738
\$79,200 to STC073889-CIP TRANSP-NEWINF CNS-738


Department Signature Date 6/13/25

Information Technology Signature Date

Facilities Management Signature Date

Procurement Services Signature Date


Budget Signature Date 6.16.25

Administration/Fiscal Signature Date



**Marion County
Board of County Commissioners**

Procurement Services

2631 SE Third St
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

PROJECT CLOSE OUT MEETING REQUEST FORM

Project Name	SE MARICAMP RD RESURFACE		
Project Code	STC073883	Contract Number	23B-084
End-Using Dept.	OFFICE OF THE COUNTY ENGINEER		
Project Budget	\$8,650,089 ✓		
Final Project Costs	\$8,299,040 ✓		
Remaining Funds	\$351,049.00 ✓		
Funding Restrictions (Grant, Etc.)			
Construction Manager Name	GERALD HICKMAN		

Documentation Provided

Copy of Dept. Acceptance letter: ☐ Yes ☒ No

Date Final Request for Payment Received May 27, 2025

Facilities Director/ Project Manager Signature: [Signature]

Administrative Use

Date Meeting Request Received: Date of Project Close Out Meeting

Project Completion Certification (To be completed & signed during CPM):

Recommendation for Remaining Project Funds

\$351,049 to STC073889-CIP TRANSP-NEWINF CNS-738

Douglas A. Winton 6/13/25
Department Signature Date

Information Technology Signature Date

Debbie Cole Digitally signed by Debbie Cole
Date: 2025.06.13 13:31:02 -04'00'

Procurement Services Signature Date

Facilities Management Signature Date

[Signature] 6-16-25
Budget Signature Date

Administration/Fiscal Signature Date



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19577

Agenda Date: 7/1/2025

Agenda No.: 5.3.1.

SUBJECT:

Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 036100, 037240, 043073, 044653, 045169, 046238, 048668 and Information Technology's List

INITIATOR:

Jennifer Cole, Finance Director

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Disposition of assets from various departments as listed on attached forms.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Request Approval of Acquisition - Disposition forms.



GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG
ACQUISITION - DISPOSITION FORM



TO: Finance

From: Utilities

Date: 06/09/2025

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
036100	Utilities	T401537/60
Description		Year Aquired
Pump, Water, Honda WDP30XK1AT, 3 inch		2002

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: 2025.06.17 17:45:25 -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: Fire Rescue

Date: 06/10/2025

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
037240	Fire Logistics	6103
Description		Year Aquired
F001040 SUPERVAC PPV		2003

Acquisition: ☐

Asset/Vehicle Number Being Replaced:
(If Applicable)

Please attach a copy of the invoice
for acquisitions

Disposal: ☒

Disposal Reason: Exceeds Useful Life

Disposal Method: Discarded

Disposal Location: Department

Transfer: ☐

Department Receiving Transfer:

Authorized Signature:

Robert Wayne Graff Jr. Digitally signed by Robert Wayne Graff Jr.
Date: 2025.06.10 08:30:49 -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: Utilities

Date: 06/09/2025

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
043073	Utilites	44872
Description		Year Aquired
Line Locator, Handheld, Metrotech 9890		2008

Acquisition: ☐

Asset/Vehicle Number Being Replaced:
(If Applicable)

Please attach a copy of the invoice
for acquisitions

Disposal: ☒

Disposal Reason: Obsolete

Disposal Method: Send to Auction

Disposal Location: Delivered to Fleet

Transfer: ☐

Department Receiving Transfer:

Authorized Signature: Joshua Kramer Digitally signed by Joshua Kramer
Date: 2025.06.17 17:45:01 -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: Fire Rescue

Date: 01/08/2025

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
44653	Fire Rescue	1FDUF4HT9BEA48359
Description		Year Aquired
2011 Ford F450 Ambulance		2011

Acquisition: ☐

Asset/Vehicle Number Being Replaced:
(If Applicable)

Please attach a copy of the invoice
for acquisitions

Disposal: ☒

Disposal Reason: Repair costs exceed value

Disposal Method: Send to Auction

Disposal Location: Delivered to Fleet

Transfer: ☐

Department Receiving Transfer:

Authorized Signature: Joe Rinaudo Digitally signed by Joe Rinaudo
Date: 2025.01.08 08:28:58 -05'00'

Secondary Signature:

(If Applicable)

Fleet Signature:

(If Applicable)

Mark Williams Digitally signed by Mark Williams
Date: 2025.06.17 10:49:46 -04'00'

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: Fire Rescue

Date: 01/08/2025

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
45169	Fire Rescue	1FDRF3GT4BEA74773
Description		Year Aquired
2011 Ford F350 Ambulance		2011

Acquisition: ☐

Asset/Vehicle Number Being Replaced:
(If Applicable)

Please attach a copy of the invoice
for acquisitions

Disposal: ☒

Disposal Reason: Repair costs exceed value

Disposal Method: Send to Auction

Disposal Location: Delivered to Fleet

Transfer: ☐

Department Receiving Transfer:

Authorized Signature: Joe Rinaudo Digitally signed by Joe Rinaudo
Date: 2025.01.08 08:24:29 -05'00'

Secondary Signature:

(If Applicable)

Fleet Signature:

(If Applicable)

Mark Williams Digitally signed by Mark Williams
Date: 2025.06.17 10:51:30 -04'00'

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: Fire Rescue

Date: 01/08/2025

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
46238	Fire Rescue	1GB3CZCG1DF175950
Description		Year Aquired
2013 Chevrolet 3500 Ambulance		2013

Acquisition: ☐

Asset/Vehicle Number Being Replaced:
(If Applicable)

Please attach a copy of the invoice
for acquisitions

Disposal: ☒

Disposal Reason: Repair costs exceed value

Disposal Method: Send to Auction

Disposal Location: Delivered to Fleet

Transfer: ☐

Department Receiving Transfer:

Authorized Signature: Joe Rinaudo Digitally signed by Joe Rinaudo
Date: 2025.01.08 08:15:49 -05'00'

Secondary Signature:

(If Applicable)

Fleet Signature:

(If Applicable)

Mark Williams Digitally signed by Mark Williams
Date: 2025.06.17 10:53:17 -04'00'

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: Fire Rescue

Date: 06/17/2025

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
48668	Fire Rescue	1FVACWCY9GHHG5769
Description		Year Aquired
2016 FREIGHTLINER M2 4X2 Ambulance		2016

Acquisition: ☐

Asset/Vehicle Number Being Replaced:
(If Applicable)

Please attach a copy of the invoice
for acquisitions

Disposal: ☒

Disposal Reason: Repair costs exceed value

Disposal Method: Send to Auction

Disposal Location: Delivered to Fleet

Transfer: ☐

Department Receiving Transfer:

Authorized Signature: Joe Rinaudo Digitally signed by Joe Rinaudo
Date: 2025.06.17 09:13:01 -04'00'

Secondary Signature:

(If Applicable)

Fleet Signature:

(If Applicable)

Mark Williams Digitally signed by Mark Williams
Date: 2025.06.17 10:55:14 -04'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.



GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG
ACQUISITION - DISPOSITION FORM



TO: Finance

From: Information Technology

Date: 06/13/2025

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
See Attached List		
Description		Year Aquired
See attached list		

Acquisition: ☐

Asset/Vehicle Number Being Replaced:
(If Applicable)

Please attach a copy of the invoice
for acquisitions

Disposal: ☒

Disposal Reason:

Disposal Method:

Recycled

Disposal Location:

Transfer: ☐

Department Receiving Transfer:

Authorized Signature: Vann, Michael Digitally signed by Vann, Michael
Date: 2025.06.13 11:58:16 -04'00'

Secondary Signature:

(If Applicable)

Fleet Signature:

(If Applicable)

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

Asset	Description	Serial Number	Fiscal Yr.
045987	42U Deep Server Rack	DFGBQV1	2012
041334	Cisco Catalyst 3560	CAT1020N25E	2007
049759	20170098 Latitude 5580 Laptop	10P70G2	2017
050144	20180014 Latitude 5580 Laptop	H1Y06H2	2018
050766	20180174 Latitude 5580 Laptop	HFZBPN2	2018
050953	20180284 Power Edge R230 Server	84Q9HQ2	2018
0521994	20190003 Latitude 5414 Rugged Laptop	DG46TG2	2019
052196	20190005 Latitude 5414 Rugged Laptop	2G46TG2	2019
052205	20190023 Latitude 5290 Laptop	FZ6JMQ2	2019
052286	20190060 Precision Tower 3620	9JCL9T2	2019
052250	20190085 Latitude 5580 Laptop	HP2GTT2	2019
052256	20190092 Precision Tower 3620 Desktop	B6YRCV2	2019
052468	20190376 Latitude 7212 Rugged Laptop	1WRDTG2	2019
052475	20190383 Latitude 7212 Rugged Laptop	7TRDTG2	2019
052482	20190390 Latitude 7212 Rugged Laptop	JRRDTG2	2019
052486	20190394 Latitude 7212 Rugged Laptop	4ZRDTG2	2019
052503	20190411 Latitude 7212 Rugged Laptop	JWRDTG2	2019
052509	20190417 Latitude 7212 Rugged Extreme Tablet	DSRDTG2	2019
052987	20200178 Precision 3630	4FNXY23	2020
53632	20200477 Precision 5550 Desktop	DR3MZ53	2020
54062	20200601 Latitude 5510 Laptop	GHJ0M53	2020
54061	20200602 Latitude 5510 Laptop	5L5ZM53	2020
54060	20200603 Latitude 5510 Laptop	26Q0M53	2020
53714	20200604 Latitude 5510 Laptop	61WQ063	2020



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19383

Agenda Date: 7/1/2025

Agenda No.: 6.1.

SUBJECT:

PUBLIC HEARING to Authorize Year Five (5) of the Annual Non-Ad Valorem Special Assessments to Enhance Medicaid Payments for Local Services and Adoption of a Resolution Relating to Same

INITIATOR:

Matthew G. Minter, County Attorney

DEPARTMENT:

County Attorney

DESCRIPTION/BACKGROUND:

In 2021, the Board of County Commissioners passed Marion County Ordinance 21-18, which provided for additional funding to hospitals providing inpatient and outpatient services to help offset local hospitals Medicaid deficiencies. Pursuant to the Ordinance, the Board of County Commissioners must adopt an Annual Final Assessment Resolution to memorialize the final rate applicable for the Fiscal Year.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve Year Five (5) of the Annual Non-Ad Valorem Special Assessment, adoption of the attached Resolution, and authorize the Chairman and Clerk to execute same.

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

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AFFIDAVIT OF PUBLICATION

Victoria Ryder
Not specified
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 Public Notices, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

06/11/2025

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 06/11/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$363.60

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KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF HEARING REGARD-
ING IMPOSING AND
COLLECTING A NON-AD
VALOREM SPECIAL ASSES-
MENT
FROM SPECIFIED HOSPITAL
PROPERTIES

Notice is hereby given that the Board of County Commissioners of Marion County, Florida, will conduct a public hearing pursuant to Ordinance No. 21-18 to consider the approval of the imposition and collection of a non-ad valorem special assessment against each private for-profit and not-for-profit hospital that provides inpatient hospital services and that holds a right of possession and right of use to real property in Marion County (each, an "Assessed Property"). The list of affected hospitals is included at the conclusion of this notice.

The assessment is intended to finance intergovernmental transfers, provided consistent with federal guidelines, that fund the non-federal share of certain Medicaid and/or Medicaid managed care payments. As a result, the assessment directly and specially benefits Assessed Properties and supports the provision of health care services to Medicaid, indigent, and uninsured members of the County's community.

The public hearing will be held at the Board of County Commissioners chambers at McPherson Governmental Campus auditorium, 601 SE 25th Ave., Ocala, FL, on July 1, 2025 at 10:00 AM, or as soon thereafter as the matter can be heard. At that time, the Board will receive public comment on the proposed special assessment.

The Marion County Municipal Service Office has prepared the Non-Ad Valorem Assessment Roll being considered for approval. The roll contains the names of the Assessed Properties, the assessment rate, and the amount of the special assessment to be imposed against each Assessed Property. The Non-Ad Valorem Assessment Roll is available for inspection at the Marion County Municipal Service Office during regular business hours from June 24, 2025 through July 1st, 2025. The assessment rate set forth in the Non-Ad Valorem Assessment Roll to be levied against each Assessed Property shall be an amount not to exceed 2.20% of the Net Inpatient Revenue and not to exceed 13.53% of the Net Outpatient Revenue of each Assessed Property. At the date and time set forth in this notice, the Board of County Commissioners may: (1) approve the Non-Ad Valorem Assessment Roll, with such amendments as it deems just and right, and (2) adopt a resolution (the "Assessment Resolution") that describes: (a) the Medicaid payments proposed for funding from proceeds of the assessment, (b) the benefits to the Assessed Properties, (c) the methodology for computing the assessed amounts, and (d) the method of collection, including how and when the assessment is to be paid.

All interested persons have a right to appear at the hearing and to file written objections with the Board prior to the resolution vote. All objections to the Non-Ad Valorem Assessment Roll being considered for approval must be made in writing, and filed with the County by June 30, 2025. Written objections should be sent to the attention of the Marion County office at 601 SE 25th Ave., Ocala, FL 34471.

The amount of the assessment is to be collected pursuant to an additional and alternative method, as specified in § 197.2631, Fla. Stat. Details will be included in the Assessment Resolution.

If you are a person with disability who needs any accommodation to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator at (352) 438-2345 at least forty-eight (48) hours prior to the public hearing if you need special accommodations.

Pursuant to § 286.0105, Fla. Stat., if a person decides to appeal any decision of the Board of County Commissioners on any matter considered at the public hearing, he or she will need a record of the proceedings. For such purpose, a person appealing the decision may need to ensure the creation of a verbatim record, which captures the testimony and evidence upon which the appeal is based.

Marion County, FLORIDA

List of Affected Properties:
The special assessment is to be levied against each private for-profit and not-for-profit hospital operating under a Florida hospital license affiliated with the following providers of inpatient hospital services that holds a right of possession and right of use to real property in Marion County, Florida:
Hospital Name: AdventHealth Ocala
Hospital Address: 1560 SW 1st Ave., Ocala, FL 34471
Parcel ID: 20150557
Hospital Name: Encompass Health Rehabilitation Hospital of Ocala
Hospital Address: 2275 SW 22nd Ln., Ocala, FL 34471
Parcel ID: 20130329
Hospital Name: HCA Florida Ocala
Hospital Address: 1431 SW 1st Ave., Ocala, FL 34471
Parcel ID: 20180570
Hospital Name: Kindred Hospital Ocala
Hospital Address: 1500 SW 1st Ave., 5th Floor, Ocala, FL 34471
Parcel ID: 20060052
Hospital Name: The Vines Hospital
Hospital Address: 3130 SW 27th Ave., Ocala, FL 34471
Parcel ID: 20050448



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Wicker Chad (Dept) MSTU - 4155
 Last First
 (Title) Director (Phone) 352-438-2660
 Signature [Signature] Date 6/5/25

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ New Document ☐ Review & Comment ☐ RESUBMIT LRM No. _____
☒ Approve as to Form ☐ Other

Description of Request

Please review the attached Resolution for the Annual Non-Ad Valorem Special Assessments to Enhance Medicaid Payments. Public Hearing is set for July 1, 2025 at 10:00 AM.

For more information or discussion, contact: ☐ Same as above
 (Name) Cline Cara (Title) Administrative Services Coordinator (Phone) 352-438-2652
 Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, July 1, 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. 2025-500

☒ Linda Blackburn
Asst. County Attorney

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- AT at 4:45 pm, Jun 05, 2025

Attorney Signature: [Signature] Date June 10, 2025

Staff Signature: [Signature] Date: 6/10/25 Returned: ☒ Department ☐ Admin ☐ _____

Completed

RESOLUTION NO. 25-R-_____

AN ASSESSMENT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING AND ADOPTING A NON-AD VALOREM SPECIAL ASSESSMENT WITHIN THE COUNTY LIMITS FOR THE PURPOSE OF BENEFITING ASSESSED PROPERTIES THROUGH SUPPLEMENTAL PAYMENT PROGRAMS FOR LOCAL SERVICES; FINDING AND DETERMINING THAT CERTAIN REAL PROPERTY IS SPECIALLY BENEFITED BY THE ASSESSMENT; COLLECTING THE ASSESSMENT AGAINST THE REAL PROPERTY; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENT AND THE METHOD OF ITS COLLECTION; AUTHORIZING AND DIRECTING THE PUBLICATION OF NOTICES IN CONNECTION THEREWITH; PROVIDING FOR CERTAIN OTHER AUTHORIZATIONS AND DELEGATIONS OF AUTHORITY AS NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, hospitals in Marion County’s jurisdiction (the “Hospitals”) annually provide millions of dollars of uncompensated care to uninsured persons and those who qualify for Medicaid because Medicaid, on average, covers only 60% of the costs of the health care services actually provided by Hospitals to Medicaid-eligible persons, leaving Hospitals with significant uncompensated costs; and

WHEREAS, the State of Florida (the “State”) received federal authority to establish the Statewide Medicaid Managed Care Hospital directed payment program (the “DPP”) to offset Hospitals’ uncompensated Medicaid costs and improve quality of care provided to Florida’s Medicaid population; and

WHEREAS, Hospitals have asked Marion County (the “County”) to impose a non-ad valorem special assessment upon certain real property interests held by the Hospitals to help finance the non-federal share of the DPP program; and

WHEREAS, the only real properties interests that will be subject to the non-ad valorem assessments authorized herein are those belonging to the Hospitals; and

WHEREAS, the County recognizes that one or more of the Hospitals within the County’s boundaries may be located upon real property leased from governmental entities and that such Hospitals may be assessed because courts do not make distinctions on the application of special assessments based on “property interests” but rather on the distinction of the classifications of real property being assessed; and

WHEREAS, the funding raised by the County assessment will, through intergovernmental transfers (“IGTs”) provided consistent with federal guidelines, support additional funding for Medicaid payments to Hospitals; and

WHEREAS, the County acknowledges that the Hospital properties assessed will benefit directly and especially from the assessment as a result of the above-described additional funding provided to said Hospitals; and

WHEREAS, the County has determined that a logical relationship exists between the services provided by the Hospitals, which will be supported by the assessment, and the special and particular benefit to the real property of the Hospitals; and

WHEREAS, the County has an interest in promoting access to health care for its low-income and uninsured residents; and

WHEREAS, leveraging additional federal support through the above-described IGTs to fund supplemental payments to the Hospitals for health care services directly and specifically benefits the Hospitals’ property interests and supports their continued ability to provide those services; and

WHEREAS, imposing an assessment limited to Hospital properties to help fund the provision of these services and the achievement of certain quality standards by the Hospitals to residents of the County is a valid public purpose that benefits the health, safety, and welfare of the citizens of the County; and

WHEREAS, the assessment ensures the financial stability and viability of the Hospitals providing such services; and

WHEREAS, the Hospitals are important contributors to the County’s economy, and the financial benefit to these Hospitals directly and specifically supports their mission, as well as their ability to grow, expand, and maintain their facilities in concert with the population growth in the jurisdiction of the County; and

WHEREAS, the Board finds the assessment will enhance the Hospitals’ ability to grow, expand, maintain, improve, and increase the value of their Marion County properties and facilities under all present circumstances and those of the foreseeable future; and

WHEREAS, the County is proposing a properly apportioned assessment by which all Hospitals will be assessed at a uniform rate that is compliant with 42 C.F.R. § 433.68(d); and

WHEREAS, on July 6, 2021, the Board of County Commissioners adopted Ordinance 21-18, enabling the County to levy a uniform non-ad valorem special assessment, which is fairly and reasonably apportioned among the Hospitals’ property interests within the County’s jurisdictional limits, to establish and maintain a system of funding for IGTs to support the non-federal share of Medicaid payments, thus directly and specially benefitting Hospital properties.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA:

Section 1. Definitions. As used in this Resolution, the following capitalized terms, not otherwise defined herein or in the Ordinance, shall have the meanings below, unless the context otherwise requires.

Assessed Property means the real property in the County to which an Institutional Health Care Provider holds a right of possession and right of use through an ownership or leasehold interest, thus making the property subject to the Assessment.

Assessment means a non-ad valorem special assessment imposed by the County on Assessed Property to fund the non-federal share of supplemental payment programs that will benefit Hospitals providing Local Services in the County.

Assessment Coordinator means the person appointed to administer the Assessment imposed pursuant to this Article, or such person's designee.

Board means the Board of County Commissioners of Marion County, Florida.

Comptroller means the Marion County Comptroller, ex officio Clerk to the Board, or other such person as may be duly authorized to act on such person's behalf.

County means Marion County, Florida.

Fiscal Year means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

Institutional Health Care Provider means a private for-profit or not-for-profit hospital that provides inpatient hospital services.

Local Services means the provision of health care services to Medicaid, indigent, and uninsured members of the Marion County community.

Non-Ad Valorem Assessment Roll means the special assessment roll prepared by the County.

Ordinance means the Marion County Local Provider Participation Fund Ordinance codified in Chapter 16, Article VI of the Marion County Code of Ordinances.

Tax Collector means the Marion County Tax Collector.

Section 2. Authority. Pursuant to Article VIII, Section 1(f) of the Constitution of the State of Florida, Chapter 125 of the Florida Statutes, and the Marion County Local Provider Participation Fund Ordinance, the Board is hereby authorized to impose a special assessment

against private for-profit and not-for-profit Hospitals located within the County to fund the non-federal share of supplemental payment programs associated with Local Services.

Section 3. Special Assessment. The non-ad valorem special assessment discussed herein shall be imposed, levied, collected, and enforced against Assessed Properties located within the County. Proceeds from the Assessment shall be used to benefit Assessed Properties through supplemental payment programs that will benefit the Assessed Properties for Local Services.

When imposed, the Assessment shall constitute a lien upon the Assessed Properties owned by Hospitals and/or a lien upon improvements on the Property made by Hospital leaseholders equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Payments made by Assessed Properties may not be passed along to patients of the Assessed Property as a surcharge or as any other form of additional patient charge. Failure to pay may cause foreclosure proceedings, which could result in loss of title, to commence.

Section 4. Assessment Scope, Basis, and Use. Funds generated from the Assessment shall be used only to:

1. Provide to the Florida Agency for Health Care Administration the non-federal share for the DPP to be made directly or indirectly in support of hospitals serving Medicaid beneficiaries; and
2. Reimburse the County for administrative costs associated with the implementation of the Assessment authorized by the Ordinance.

If, at the end of the Fiscal Year, additional amounts remain in the local provider participation fund, the Board is hereby authorized either (a) to retain such amounts in the fund to transfer to the Agency in the next fiscal year for use as the non-federal share of supplemental payment programs, or (b) if requested to do so by the Assessed Properties, to refund to Assessed Properties, in proportion to amounts paid in during the Fiscal Year, all or a portion of the unutilized local provider participation fund.

If, after the Assessment funds are transferred to the Agency, the Agency returns some or all transferred funding to the County (including, but not limited to, a return of the non-federal share after a disallowance of matching federal funds), the Board is hereby authorized to refund to Assessed Properties, in proportion to amounts paid in during the Fiscal Year, the amount of such returned funds.

Section 5. Computation of Assessment. The Assessment amount shall not exceed 2.20% of Net Inpatient Revenue and shall not exceed 13.53% of Net Outpatient Revenue for each Assessed Property specified in the attached Non-Ad Valorem Assessment Roll. The amount of the Assessment required of each Assessed Property may not exceed an amount that, when added to the amount of other hospital assessments levied by the state or local government, exceeds the maximum percent of the aggregate net patient revenue of all assessed Hospitals in the state permitted by 42 C.F.R. § 433.68(f)(3)(i)(A). Assessments for each Assessed Property will be

derived from data contained in cost reports and/or in the Florida Hospital Uniform Reporting System, as available from the Florida Agency for Health Care Administration.

Section 6. Timing and Method of Collection. The amount of the assessment is to be collected pursuant to the Alternative Method outlined in §197.3631, Fla Stat.

The County shall provide Assessment bills by first class mail to the owner of each affected Hospital. The bill or accompanying explanatory material shall include: (1) a reference to this Resolution, (2) the total amount of the Hospital's Assessment for the appropriate period, (3) the location at which payment will be accepted, (4) the date on which the Assessment is due, and (5) a statement that the Assessment constitutes a lien against assessed property and/or improvements equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

No act of error or omission on the part of the Comptroller, Property Appraiser, Tax Collector, Assessment Coordinator, Board, or their deputies or employees shall operate to release or discharge any obligation for payment of the Assessment imposed by the Board under the Ordinance and this resolution.

Section 7. Obligation to Make Payment. Institutional Health Care Providers are under no obligation to make payment until the Centers for Medicare & Medicaid Services (CMS) approves Florida's preprint for the DPP for the period or periods starting October 1, 2024, and concluding September 30, 2025.

Section 8. Public Hearing. Per the notice provided on June 11, 2025, the Board has heard and considered objections of all interested persons prior to rendering a decision on the Assessment and attached Non-Ad Valorem Assessment Roll.

Section 9. Responsibility for Enforcement. The County and its agent, if any, shall maintain the duty to enforce the prompt collection of the Assessment by the means provided herein. The duties related to collection of assessments may be enforced at the suit of any holder of obligations in a court of competent jurisdiction by mandamus or other appropriate proceedings or actions.

Section 10. Severability. If any clause, section, or provision of this resolution is declared unconstitutional or invalid for any reason or cause, the remaining portion hereof shall be in full force and effect and shall be valid as if such invalid portion thereof had not been incorporated herein.

Section 11. Effective Date. This Resolution to be effective immediately upon adoption. This Resolution duly adopted this 1st day of July, 2025.

DULY ADOPTED in regular session this 1st day of July, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FL

KATHY BRYANT
CHAIRMAN

ATTEST:

Gregory C. Harrell, Clerk of Court and
Comptroller

For use and reliance of Marion County only,
Approved as to form and legal sufficiency:

Matthew G. Minter, County Attorney

D

[Attachment- Assessment Roll]

BENEFIT ASSESSMENT ROLL
FOR
IMPOSING AND
COLLECTING A NON-AD VALOREM SPECIAL
ASSESSMENT

Tangible Parcel No.	Lien Number	Name and Address of Owner				Tangible Parcel No.	Amounts of Annual Benefits and Assessments Against
1	000001	Advent Health Ocala 1500 SW 1st Ave Ocala, FL 34471 Parcel #: 20150557				1	\$31,365,271.00
2	000002	Encompass Health Rehabilitation Hospital of Ocala 2275 SW 22nd Ln Ocala, FL 34471 Parcel #: 20130329				1	\$705,335.00
3	000003	HCA Florida Ocala Hospital 1431 SW 1st Ave Ocala, FL 34471 Parcel #: 20180570				1	\$50,741,254.00
4	0000004	Kindred Hospital Ocala 1500 SW 1st Ave 5th floor Ocala, FL 34471 Parcel #: 20060852				1	\$187,175.00

IMPOSING AND COLLECTING A
NON-AD VALOREM SPECIAL ASSESSMENT

Page 1 of 2

Tangible Parcel No.	Lien Number	Name and Address of Owner	Street Name or Number	Tangible Parcel No.	Amounts of Annual Benefits and Assessments Against
5	0000005	The Vines Hospital 3130 SW 27th Ave Ocala, FL 34471 Parcel #: 20050448		1	\$372,012.00
TOTALS				5	\$83,371,047.00



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19600

Agenda Date: 7/1/2025

Agenda No.: 6.2.

SUBJECT:

PUBLIC HEARING to Consider an Ordinance to Amend Article XI of Chapter 10 of the Marion County Code to Add a New Category of Transportation Impact Fees: Fast-Food Restaurant with Drive-Thru; Adding a New Subsection 10-282(b) Adopting a Marion County Transportation Fee Update Study Supplement Dated June 6, 2025; Amending the Transportation Impact Fee Schedule in Section 10-327 to include the New Category and Fee Amount; Including Findings, and Administrative Procedures

INITIATOR:

Tracy Straub, P.E., Assistant County Administrator

DEPARTMENT:

Administration

DESCRIPTION/BACKGROUND:

This Public Hearing is required to adopt an Ordinance that amends article XI of chapter 10 of the Marion County Code to add a new rate category for fast-food restaurants with drive-thru to the transportation impact fees.

On May 23, 2025, the Board adopted updated transportation impact fees with collection to start on October 1, 2025 at 70% of the study rate, increasing 10% annually to 100% of the study rate. During the May 23, 2025 Public Hearing, the Board requested that fast-food restaurants with drive-thru be studied for consideration as its own rate category.

Attached, for the Board's consideration and public comment is a supplement to the February 28, 2025 study for fast-food restaurants with drive-thru.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve and authorize the Chairman to execute the Ordinance to Amend Article XI of Chapter 10 of the Marion County Code to Add a New Category of Transportation Impact Fees: Fast-Food Restaurant with Drive-Thru; Adding a New Subsection 10-282(b) Adopting a Marion County Transportation Fee Update Study Supplement Dated June 6, 2025; Amending the Transportation Impact Fee Schedule in Section 10-327 to include the New Category and Fee Amount; Including Findings, and Administrative Procedures.



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Ashlyne Tuck
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:

06/20/2025

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 06/20/2025


Legal Clerk


Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$264.16

Tax Amount: \$0.00

Payment Cost: \$264.16

Order No: 11416070

Customer No: 533707

PO #:

of Copies:

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KAITLYN FELTY
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, TO AMEND ARTICLE XI OF CHAPTER 10 OF THE MARION COUNTY CODE TO ADD A NEW CATEGORY OF TRANSPORTATION IMPACT FEES: FAST-FOOD RESTAURANT WITH DRIVE-THRU; ADDING A NEW SUBSECTION 10-282(b) ADOPTING A MARION COUNTY TRANSPORTATION FEE UPDATE STUDY SUPPLEMENT DATED JUNE 6, 2025; AMENDING THE TRANSPORTATION IMPACT FEE SCHEDULE IN SECTION 10-327 TO INCLUDE THE NEW CATEGORY AND FEE AMOUNT; INCLUDING FINDINGS, AND ADMINISTRATIVE PROCEDURES

THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS proposes to consider the adoption of an Ordinance Amending Article XI of the Marion County Code to Add a New Category of Transportation Impact Fees: Fast-Food Restaurant with Drive-Thru.

The public hearing will be held by the Marion County Board of County Commissioners on Tuesday, July 1, 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 17th Day of June, 2025

BOARD OF COUNTY
COMMISSIONERS
MARION COUNTY FLORIDA

KATHY BRYANT, CHAIRMAN
PUBLISH DATE: June 20, 2025

11416070

ORDINANCE NO. 25-__

AN ORDINANCE TO AMEND ARTICLE XI OF CHAPTER 10 OF THE MARION COUNTY CODE TO ADD A NEW CATEGORY OF TRANSPORTATION IMPACT FEES: FAST-FOOD RESTAURANT WITH DRIVE-THRU; ADDING A NEW SUBSECTION 10-282(b) ADOPTING A MARION COUNTY TRANSPORTATION FEE UPDATE STUDY SUPPLEMENT DATED JUNE 6, 2025; AMENDING THE TRANSPORTATION IMPACT FEE SCHEDULE IN SECTION 10-327 TO INCLUDE THE NEW CATEGORY AND FEE AMOUNT; INCLUDING FINDINGS, AND ADMINISTRATIVE PROCEDURES.

WHEREAS, Marion County, Florida, imposes and collects Impact Fees for Transportation Facilities, as provided in Article XI of Chapter 10 of the Marion County Code of Ordinances; and

WHEREAS, Article XI of Chapter 10 of the Marion County Code of Ordinances was amended by the adoption of County Ordinance No. 2025-18 on May 23, 2025, which among other things, updated Marion County Code Section 10-327, the Transportation Impact Fee Schedule; and

WHEREAS, during the public hearing for the adoption of Ordinance No. 2025-18, the Board determined that Section 10-327 did not differentiate fast-food restaurants with drive-through service from traditional dine-in restaurants and that there is a need to adopt a new land use type in the Transportation Impact Fee Schedule for fast-food restaurants with drive-through service due to their significantly higher traffic generation rates than dine-in restaurants; and

WHEREAS, the Board then directed that the County obtain a current Technical Study from Benesch, the County's Impact Fee Consultant, to support transportation impact fee rates specific to fast-food restaurants with drive-through service; and

WHEREAS, Benesch has submitted to Marion County its **Transportation Impact Fee Update Study Supplement** dated **June 6, 2025** ("Update Supplement") that provides such support for transportation impact fee rates specific to fast-food restaurants with drive-through service, and implementation of the recommendations within that Update Supplement necessitates that the Marion County Board of County Commissioners ("Board") make certain amendments to Chapter 10, Article XI of the Marion County Code; and

WHEREAS, the Board hereby finds that the adoption of the recommendations of the Update Supplement, and the imposition of transportation impact fee rates specific to the new category of fast-food restaurant with drive-thru, is in the best interests of the health, safety, and welfare of the citizens of Marion County; and

WHEREAS, upon adoption of this Ordinance, notice of the transportation impact fee rates for the category of fast-food restaurant with drive-thru shall be provided in accordance with Section 10-284 of the Marion County Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. ADOPTION OF NEW PARAGRAPH 10-282(b) of the MARION COUNTY CODE. A new paragraph 10-282(b) of the Marion County Code is hereby created to read as follows:

Sec. 10-282. Adoption of Impact Fee Technical Studies.

...

(b) The Board hereby adopts and incorporates by reference the Technical Study entitled **“Marion County Transportation Impact Fee Update Study Supplement”** dated **June 6, 2025** and prepared by Benesch, including the assumptions, conclusions, supporting data sources, and findings therein, which Technical Study is on file with the office of the County Administrator and available for public inspection.

SECTION 3. Amendment of Section 10-321 of the MARION COUNTY CODE.

Section 10-321 of the Marion County Code, entitled Findings, is hereby amended to add a new finding (13), as follows:

Sec. 10-321. Findings.

It is hereby ascertained, determined and declared:

...

(13) The Technical Study entitled **“Marion County Transportation Impact Fee Update Study Supplement”** dated June 6, 2025 and prepared by Benesch, including the assumptions, conclusions, supporting data sources, and findings therein, was employed in the calculation of the transportation impact fee rates imposed here is the most recent and localized data available for the Major Road Network System and was not more than 4 years old at the time of the study, and sets forth a reasonable methodology and analysis for the determination of the impact of **new fast-food restaurants with drive-thru features** on the needs and costs of additional transportation Capital Improvements in Marion County. The transportation impact fees rates included herein were adopted within twelve (12) months of the initiation of the technical study.

SECTION 4. AMENDMENT OF SECTION 10-327 OF THE MARION COUNTY CODE FEE SCHEDULE. Section 10-327 of the Marion County Code, entitled

Transportation Impact Fee Schedule, paragraph (b) is hereby amended by the addition of in the fee schedule ITE LUC **category 934** for the land use category (LUC) of **Fast-Food Restaurant with Drive-Thru**, under the heading of **SERVICES** in such Fee Schedule, the rates of which category shall take effect in accordance with the publication of notice provisions Section 5 of this Ordinance, but in no event earlier than October 1, 2025, as follows:

Marion County

Calculated Transportation Impact Fee Rates

70% 80% 90% 100%

ITE	Land Use	Unit	Transportation Impact Fee	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027	Oct. 1, 2028
RESIDENTIAL:							
210	Single Family (Detached) - 1,500 sf or less	du	\$4,388	\$3,072	\$3,510	\$3,949	\$4,388
	Single Family (Detached) - 1,501 to 2,499 sf	du	\$5,318	\$3,723	\$4,254	\$4,786	\$5,318
	Single Family (Detached) - 2,500 sf and greater	du	\$5,855	\$4,099	\$4,684	\$5,270	\$5,855
215	Single Family (Attached)	du	\$4,606	\$3,224	\$3,685	\$4,145	\$4,606
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	\$3,590	\$2,513	\$2,872	\$3,231	\$3,590
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	\$2,412	\$1,688	\$1,930	\$2,171	\$2,412
240	Mobile Home Park	du	\$1,945	\$1,362	\$1,556	\$1,751	\$1,945
251	Senior Adult Housing - Detached	du	\$1,962	\$1,373	\$1,570	\$1,766	\$1,962
252	Senior Adult Housing - Attached	du	\$1,319	\$923	\$1,055	\$1,187	\$1,319
TRANSIENT, ASSISTED, GROUP:							
253	Congregate/Assisted Care Facility	du	\$520	\$364	\$416	\$468	\$520
310	Hotel	room	\$2,364	\$1,655	\$1,891	\$2,128	\$2,364
320	Motel	room	\$1,136	\$795	\$909	\$1,022	\$1,136
620	Nursing Home	bed	\$611	\$428	\$489	\$550	\$611
RECREATION:							
411	Public Park	acre	\$343	\$240	\$274	\$309	\$343
416	RV Park/Campground	site	\$680	\$476	\$544	\$612	\$680
420	Marina	berth	\$1,339	\$937	\$1,071	\$1,205	\$1,339
430	Golf Course	hole	\$16,971	\$11,880	\$13,577	\$15,274	\$16,971
445	Movie Theater	screen	\$19,609	\$13,726	\$15,687	\$17,648	\$19,609
492	Racquet Club/Health Spa	1,000 sf	\$15,512	\$10,858	\$12,410	\$13,961	\$15,512
495	Recreational Community Center	1,000 sf	\$12,405	\$8,684	\$9,924	\$11,165	\$12,405
INSTITUTIONS:							
520	Elementary School (Private)	student	\$678	\$475	\$542	\$610	\$678
522	Middle School (Private)	student	\$637	\$446	\$510	\$573	\$637
525	High School (Private)	student	\$657	\$460	\$526	\$591	\$657
540	University/Junior College (7,500 or more students)	student	\$1,125	\$788	\$900	\$1,013	\$1,125

	fewer students) (
550	University/Junior College (more than 7,500 students)	student	\$835	\$585	\$668	\$752	\$835
560	Church	1,000 sf	\$2,462	\$1,723	\$1,970	\$2,216	\$2,462
565	Day Care Center	1,000 sf	\$6,365	\$4,456	\$5,092	\$5,729	\$6,365
590	Library	1,000 sf	\$21,904	\$15,333	\$17,523	\$19,714	\$21,904
MEDICAL:							
610	Hospital	1,000 sf	\$5,213	\$3,649	\$4,170	\$4,692	\$5,213
640	Animal Hospital/Veterinary Clinic	1,000 sf	\$2,773	\$1,941	\$2,218	\$2,496	\$2,773
OFFICE:							
710	Office	1,000 sf	\$4,766	\$3,336	\$3,813	\$4,289	\$4,766
720	Medical Office/Clinic	1,000 sf	\$10,961	\$7,673	\$8,769	\$9,865	\$10,961
770	Business Park	1,000 sf	\$5,638	\$3,947	\$4,510	\$5,074	\$5,638
RETAIL:							
822	Retail 6,000 sfgla or less	1,000 sfgla	\$1,866	\$1,306	\$1,493	\$1,679	\$1,866
822	Retail 6,001 to 40,000 sfgla	1,000 sfgla	\$3,182	\$2,227	\$2,546	\$2,864	\$3,182
821	Retail 40,001 to 150,000 sfgla	1,000 sfgla	\$6,435	\$4,505	\$5,148	\$5,792	\$6,435
820	Retail greater than 150,000 sfgla	1,000 sfgla	\$6,944	\$4,861	\$5,555	\$6,250	\$6,944
840/ 841	New/Used Auto Sales	1,000 sf	\$8,247	\$5,773	\$6,598	\$7,422	\$8,247
850	Supermarket	1,000 sf	\$9,530	\$6,671	\$7,624	\$8,577	\$9,530
862	Home Improvement Superstore	1,000 sf	\$4,030	\$2,821	\$3,224	\$3,627	\$4,030
880/ 881	Pharmacy/Drug Store with or w/o Drive-Thru	1,000 sf	\$5,992	\$4,194	\$4,794	\$5,393	\$5,992
890	Furniture Store	1,000 sf	\$1,939	\$1,357	\$1,551	\$1,745	\$1,939
SERVICES:							
911	Bank/Savings Walk-In	1,000 sf	\$5,792	\$4,054	\$4,634	\$5,213	\$5,792
912	Bank/Savings Drive-In	1,000 sf	\$10,370	\$7,259	\$8,296	\$9,333	\$10,370
931	Restaurant	1,000 sf	\$18,790	\$13,153	\$15,032	\$16,911	\$18,790
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$49,319	\$34,523	\$39,455	\$44,387	\$49,319
n/a	Small Local Restaurant	1,000 sf	\$8,855	\$6,199	\$7,084	\$7,970	\$8,855
941	Quick Lube	service bay	\$9,497	\$6,648	\$7,598	\$8,547	\$9,497
942	Automobile Care Center	1,000 sf	\$6,694	\$4,686	\$5,355	\$6,025	\$6,694
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$6,480	\$4,536	\$5,184	\$5,832	\$6,480
945	Gas Station w/Convenience Store 2,000 to 5,499 sq	fuel pos.	\$9,947	\$6,963	\$7,958	\$8,952	\$9,947
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948	Automated Car Wash	car tunnel	*	*	*	*	*
INDUSTRIAL:							
110	General Light Industrial	1,000 sf	\$2,145	\$1,502	\$1,716	\$1,931	\$2,145
140	Manufacturing	1,000 sf	\$2,083	\$1,458	\$1,666	\$1,875	\$2,083
150	Warehousing	1,000 sf	\$755	\$529	\$604	\$680	\$755
151	Mini-Warehouse	1,000 sf	\$425	\$298	\$340	\$383	\$425

154	High-Cube Transload and Short-Term Warehouse	1,000 sf	\$621	\$435	\$497	\$559	\$621
n/a	Mine/Commercial Excavation	1,000 cy	\$2.86	\$2.00	\$2.29	\$2.57	\$2.86

* Rate to be established by a new County study and adopted by subsequent ordinance amendment.

SECTION 5. NOTICE OF IMPACT FEES. The impact fees and rates for Fast-Food Drive-Thru restaurants adopted by this ordinance shall take effect following ninety (90) days from the publication of notice thereof. The notice shall be published once in a newspaper of general circulation within the County, which notice shall include: (A) a brief and general description of the specific transportation impact fees; (B) a description of the geographic area in which the transportation impact fees will be collected; (C) the transportation impact fee rates to be imposed for the specific Impact Fee Land Use Category; and (D) that the published rates will go into effect for all building permit applications received for the specific Impact Fee Land Use Category on the date specified in the notice, which date shall not be sooner than ninety (90) days after the date of publication of the notice.

SECTION 6. MISCELLANEOUS.

(a) If any clause, section, or provision of this Ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of this Ordinance shall remain in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

(b) It is the intention of the Board, and it is ordained that the relevant provisions of this Ordinance may be re-numbered or re-lettered to accomplish such

intentions; and that the word "Ordinance" may be changed to "Article" or any other appropriate word in the Code of Ordinances.

(c) The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

(d) 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 the 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; provided that the impact fee rates shall take effect following the required publication of notice of such rates as provided herein.

DULY ADOPTED this ____ day of July, 2025 by a vote of ____ in favor and ____ opposed.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

Kathy Bryant, Chairman

Attest:

Gregory C. Harrell
Clerk of the Circuit Court

APPROVED AS TO FORM:

Matthew "Guy" Minter
County Attorney

Marion County

Calculated Transportation Impact Fee Rates

Calculated Transportation Impact Fee Rates				70%	80%	90%	100%
ITE	Land Use	Unit	Transportation Impact Fee	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027	Oct. 1, 2028
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* Rate to be established by a new County study and adopted by subsequent ordinance amendment.



Marion County Transportation Impact Fee Update Study Supplement

June 6, 2025

Prepared for:

**Marion County
Planning Department**
2710 E. Silver Springs Blvd
Ocala, Florida 34470
ph (352) 438-2601

Prepared by:

Benesch
1000 N. Ashley Dr., #400
Tampa, Florida 33602
ph (813) 224-8862
E-mail: nkamp@benesch.com

Marion County TIF: Fast Food Restaurant w/Drive-Thru

The Marion County Transportation Impact Fee (TIF) final report was issued on February 28, 2025. The fee schedule included in the report did not contain a calculation for a “Fast Food w/Drive-Thru” land use. At the request of the Board of County Commissioners during the adoption hearing, the impact fee rate was calculated using information presented in Tables 1 and 2.

Table 1 presents the Florida Studies data on trip generation rate, trip length, and percent new trips related to fast food restaurants with drive-through windows. This table also includes the calculation for a blended trip generation rate, utilizing Florida Studies data and ITE 11th Edition data on trip generation. Table 2 applies the trip length adjustment factor that was established for service uses in Marion County. Table 3 presents the detailed calculation and resulting transportation impact fee rate for the “Fast Food w/Drive-Thru” land use. Additional information on the input variables used in this calculation can be found in the *Marion County Transportation Impact Fee Study; February 28th, 2025*.

Table 1

Land Use 934: Fast Food Restaurant with Drive-Through Window

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTM	Source
Tampa, FL	-	Mar-86	61	-	-	-	2.70	-	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	306	-	-	-	-	65.0	-	Kimley-Horn & Associates
Pinellas Co, FL	2.20	Aug-89	81	48	502.80	11a-2p	1.70	59.0	504.31	Tindale Oliver
Pinellas Co, FL	4.30	Oct-89	456	260	660.40	1 day	2.30	57.0	865.78	Tindale Oliver
Tarpon Springs, FL	-	Oct-89	233	114	-	7a-7p	3.60	49.0	-	Tindale Oliver
Marion Co, FL	1.60	Jun-91	60	32	962.50	48hrs.	0.91	53.3	466.84	Tindale Oliver
Marion Co, FL	4.00	Jun-91	75	46	625.00	48hrs.	1.54	61.3	590.01	Tindale Oliver
Collier Co, FL	-	Aug-91	66	44	-	-	1.91	66.7	-	Tindale Oliver
Collier Co, FL	-	Aug-91	118	40	-	-	1.17	33.9	-	Tindale Oliver
Hernando Co, FL	5.43	May-96	136	82	311.83	9a-6p	1.68	60.2	315.27	Tindale Oliver
Hernando Co, FL	3.13	May-96	168	82	547.34	9a-6p	1.59	48.8	425.04	Tindale Oliver
Orange Co, FL	8.93	1996	-	-	377.00	-	-	-	-	Orange County
Lake Co, FL	2.20	Apr-01	376	252	934.30	-	2.50	74.6	1742.47	Tindale Oliver
Lake Co, FL	3.20	Apr-01	171	182	654.90	-	-	47.8	-	Tindale Oliver
Lake Co, FL	3.80	Apr-01	188	137	353.70	-	3.30	70.8	826.38	Tindale Oliver
Pasco Co, FL	2.66	Apr-02	100	46	283.12	9a-6p	-	46.0	-	Tindale Oliver
Pasco Co, FL	2.96	Apr-02	486	164	515.32	9a-6p	2.72	33.7	472.92	Tindale Oliver
Pasco Co, FL	4.42	Apr-02	168	120	759.24	9a-6p	1.89	71.4	1024.99	Tindale Oliver
Total Size	48.8	18	4,463	Average Trip Length: 2.11						
ITE	213.0	71		Weighted Average Trip Length: 2.05						
Blended total	261.8					Weighted Percent New Trip Average: 57.9				
	34.0					Weighted Average Trip Generation Rate: 530.19				
						ITE Average Trip Generation Rate: 467.48				
						Blend of FL Studies and ITE Average Trip Generation Rate: 479.17				

Table 2

Trip Length Adjustment

ITE LUC	Land Use	Base Trip Length	Trip Length Source	Trip Length Adjustment Factor	Assessable Trip Length ⁽¹⁾
SERVICES:					
934	Fast Food Restaurant w/Drive-Thru	2.05	Table 1	1.05	2.15

Base trip length multiplied by the trip length adjustment factor

Table 3
Calculated Transportation Impact Fee: Fast Food Restaurant w/Drive-Thru

Gasoline Tax \$\$ per gallon to capital: \$0.242 Facility life (years): 25 Interest rate: 2.45%								Unit Construction Cost: \$4,722,000 Capacity per lane mile: 15,200 Fuel Efficiency: 19.47 mpg Effectivedays per year: 365		Interstate/Toll Facility Adjustment Factor: 13.5% Cost per VMC: \$310.66			
ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length ⁽¹⁾	Total Trip Length	Percent New Trips	% New Trips Source	Net VMT ⁽²⁾	Total Impact Cost	Annual Gas Tax	Gas Tax Credit	Net Impact Fee
SERVICES:													
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	479.17	Blend ITE 11th & FL Studies	2.15	2.65	58%	FL Studies	258.43	\$80,283	\$1,671	\$30,964	\$49,319

1) Source: Table 2
2) Net VMT calculated as ((Trip Generation Rate* Trip Length* % New Trips) * (1-Interstate/Toll Facility Adjustment Factor)/2). This reflects the unit of vehicle-miles of capacity consumed per unit of development and is multiplied by the cost per vehicle miles of capacity



Marion County Transportation Impact Fee Update Study

Final Report
February 28, 2025

Prepared for:

**Marion County
Planning Department**
2710 E. Silver Springs Blvd
Ocala, Florida 34470
ph (352) 438-2601

Prepared by:

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Marion County Transportation Impact Fee Update Study

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Appendix A: Demand Component

Appendix B: Cost Component

Appendix C: Credit Component

Appendix D: Calculated Transportation Impact Fee Schedule

Introduction

Marion County is continuing to experience population growth, with a projected countywide increase of 107,000 persons by 2050, or an average annual growth rate of 0.9 percent as estimated by the Bureau of Business & Economic Research (BEBR), ranking in the top third of Florida counties (17th out of 67 counties). Marion County ranked 15th for residential permitting in 2023, indicating high levels of new development. This continuing growth requires additional capital facilities. Marion County's Transportation Impact Fee was most recently updated in 2015 with the calculated rates being discounted before adoption. In accordance with the County's impact fee ordinance requirements and to reflect most recent and localized data, the County retained Benesch to update the technical study that will be the basis for the updated fee schedule. This report serves as the technical study to support the calculation of the updated impact fees. Data presented in this report represents the most recent and localized data available at the time of this update study. All data and support material used in this analysis are incorporated by reference as set forth in this document.

This report serves as the technical study to support the calculation of the updated impact fees. Data presented in this report represents the most recent and localized data available at the time of this update study. All data and support material used in this analysis are incorporated by reference as set forth in this document.

The figures calculated in this study represent the technically defensible level of impact fees that the County could charge; however, the Board of County Commissioners may choose to discount the fees as a policy decision.

Methodology

The methodology used for the transportation impact fee study continues to follow a consumption-based impact fee approach in which new development is charged based upon the proportion of vehicle-miles of travel (VMT) that each unit of new development is estimated to consume of a lane mile of roadway network.

Under this methodology, the fees assess a proportionate share cost for the entire transportation network in the county, including classified City, County and State roadways, with the exception of local/neighborhood roads and interstate highways/toll facilities. Generally, neighborhood

roads are the obligation of the developers and are part of the site/subdivision approvals. Toll facilities are funded by toll revenues through Florida Turnpike Enterprise or local toll authorities and interstate highways are funded with earmarked federal and statewide strategic intermodal systems funds and planned for at the state level with minimal local input and minimum or no local funding.

Included in this document is the necessary support material used in the calculation of the transportation impact fee. The general equation used to compute the impact fee for a given land use is:

$$\text{[Demand x Cost]} - \text{Credit} = \text{Fee}$$

The “demand” for travel placed on a transportation system is expressed in units of Vehicle-Miles of Travel (daily vehicle-trip generation rate x the trip length x the percent new trips [of total trips]) for each land use contained in the impact fee schedule. Trip generation represents the average daily rates since new development consumes trips on a daily basis.

The “cost” of building new capacity typically is expressed in units of dollars per vehicle-mile of roadway capacity.

The “credit” is an estimate of future non-impact fee revenues generated by new development that are allocated to provide roadway capacity expansion. The impact fee is considered to be an “up front” payment for a portion of the cost of building a vehicle-mile of capacity that is directly related to the amount of capacity consumed by each unit of land use contained in the impact fee schedule, that is not paid for by future tax revenues generated by the new development activity. These credits are required under the supporting case law for the calculation of impact fees where a new development activity must be reasonably assured that they are not being charged twice for the same level of service. More specifically, the input variables used in the fee equation are as follows:

Demand Variables:

- Trip generation rate
- Trip length
- Trip length adjustment factor
- Percent new trips
- Interstate & toll facility adjustment factor

Cost Variables:

- Roadway cost per lane-mile
- Roadway capacity added per lane mile constructed

Credit Variables:

- Equivalent gas tax credit (pennies)
- Present worth
- Fuel efficiency
- Effective days per year

Legal Overview

In Florida, legal requirements related to impact fees have primarily been established through case law since the 1980's. Impact fees must comply with the "dual rational nexus" test, which requires that they:

- Be supported by a study demonstrating that the fees are proportionate in amount to the need created by new development paying the fee; and
- Be spent in a manner that directs a proportionate benefit to new development, typically accomplished through establishment of benefit districts and a list of capacity-adding projects included in the County's Capital Improvement Plan, Capital Improvement Element, or another planning document/Master Plan.

In 2006, the Florida legislature passed the "Florida Impact Fee Act," which recognized impact fees as "an outgrowth of home rule power of a local government to provide certain services within its jurisdiction." § 163.31801(2), Fla. Stat. The statute – concerned with mostly procedural and methodological limitations – did not expressly allow or disallow any particular public facility type from being funded with impact fees. The Act did specify procedural and methodological prerequisites, such as the requirement of the fee being based on most recent and localized data, a 90-day requirement for fee changes, and other similar requirements, most of which were common to the practice already.

More recent legislation further affected the impact fee framework in Florida, including the following:

- **HB 227 in 2009:** The Florida legislation statutorily clarified that in any action challenging an impact fee, the government has the burden of proving by a preponderance of the

evidence that the imposition or amount of the fee meets the requirements of state legal precedent or the Impact Fee Act and that the court may not use a deferential standard.

- **SB 360 in 2009:** Allowed fees to be decreased without the 90-day notice period required to increase the fees and purported to change the standard of legal review associated with impact fees. SB 360 also required the Florida Department of Community Affairs (now the Department of Commerce) and Florida Department of Transportation (FDOT) to conduct studies on “mobility fees,” which were completed in 2010.
- **HB 7207 in 2011:** Required a dollar-for-dollar credit, for purposes of concurrency compliance, for impact fees paid and other concurrency mitigation required.
- **HB 319 in 2013:** Applied mostly to concurrency management authorities, but also encouraged local governments to adopt alternative mobility systems using a series of tools identified in section 163.3180(5)(f), Florida Statutes, including:
 - Adoption of long-term strategies to facilitate development patterns that support multi-modal solutions, including urban design, and appropriate land use mixes, including intensity and density.
 - Adoption of an area-wide level of service not dependent on any single road segment function.
 - Exempting or discounting impacts of locally desired development, such as development in urban areas, redevelopment, job creation, and mixed use on the transportation system.
 - Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment, with convenient interconnection to transit.
 - Establishing multi-modal level of service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide adequate level of mobility.
 - Reducing impact fees or local access fees to promote development within urban areas, multi-modal transportation districts, and a balance of mixed-use development in certain areas or districts, or for affordable or workforce housing.

Also, under HB 319, a mobility fee funding system expressly must comply with the dual rational nexus test applicable to traditional impact fees. Furthermore, any mobility fee revenues collected must be used to implement the local government’s plan, which serves as the basis to demonstrate the need for the fee. Finally, under HB 319, an alternative mobility system, that is not mobility fee-based, must not impose upon new development any responsibility for funding an existing transportation deficiency.

- **HB 207 in 2019:** Included the following changes to the Impact Fee Act along with additional clarifying language:
 - Impact fees cannot be collected prior to building permit issuance; and
 - Impact fee revenues cannot be used to pay debt service for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential and commercial construction.
- **HB 7103 in 2019:** Addressed multiple issues related to affordable housing/linkage fees, impact fees, and building services fees. In terms of impact fees, the bill required that when local governments increase their impact fees, the outstanding impact fee credits for developer contributions should also be increased. This requirement was to operate prospectively; however, HB 337 that was signed in 2021 deleted this clause and making all outstanding credits eligible for this adjustment. This bill also allowed local governments to waive/reduce impact fees for affordable housing projects without having to offset the associated revenue loss.
- **SB 1066 in 2020:** Added language allowing impact fee credits to be assignable and transferable at any time after establishment from one development or parcel to another that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or district within the same local government’s jurisdiction. In addition, added language indicating any new/increased impact fee not being applicable to current or pending permit applications submitted prior to the effective date of an ordinance or resolution imposing new/increased fees.
- **HB 1339 in 2020:** Required reporting of various impact fee related information within the annual financial audit report submitted to the Department of Financial Services.
- **HB 337 in 2021:** Placed limits on the amount and frequency of fee increases, but also included a clause to exceed these restrictions if the local governments can demonstrate extraordinary circumstances, hold two public workshops discussing these circumstances and the increases are approved by two-thirds of the governing body.
- **HB 479 in 2024:** Required interlocal agreements between counties and municipalities when both entities collect a transportation impact fee in a municipality. Placed limits on timing of impact fee study completion and adoption and data used in the studies.

The following paragraphs provide further detail on the generally applicable legal standards.

Impact Fee Definition

- An impact fee is a one-time capital charge levied against new development.

- An impact fee is designed to cover the portion of the capital costs of infrastructure capacity consumed by new development.
- The principal purpose of an impact fee is to assist in funding the implementation of projects identified in the Capital Improvements Element (CIE) and other capital improvement programs for the respective facility/service categories.
- Examples of impact fee eligible projects include new road construction, lane addition projects, turn lane additions/intersection improvements.

Impact Fee vs. Tax

- An impact fee is generally regarded as a regulatory function established based upon the specific benefit to the user related to a given infrastructure type and is not established for the primary purpose of generating revenue for the general benefit of the community, as are taxes.
- Impact fee expenditures must convey a proportional benefit to the fee payer. This is accomplished through the establishment of benefit districts, where fees collected in a benefit district are spent in the same benefit district.
- An impact fee must be tied to a proportional need for new infrastructure capacity created by new development.

This technical report has been prepared to support legal compliance with existing case law and statutory requirements.

Demand Component

Travel Demand

The amount of transportation system consumed by a unit of new development is calculated using the following variables and is a measure of the vehicle-miles of new travel a unit of development places on the roadway system:

- Number of daily trips generated;
- Average length of those trips; and
- Proportion of travel that is new travel, rather than travel that is already on the transportation system.

The trip characteristics variables were primarily obtained from two sources: (1) similar studies conducted throughout Florida (Florida Studies Database) and (2) the Institute of Transportation Engineers' (ITE) Trip Generation Handbook (11th Edition). The Florida Trip Characteristics Studies Database is included in Appendix A and contains several studies conducted in Marion County. This database was used to determine trip length, percent new trips, and the trip generation rate for several land uses.

Trip Length Adjustment Factor

This variable is used to adjust the average trip length obtained from the Florida Studies Database when the trip lengths in a jurisdiction appear significantly different than the average trip lengths observed in other jurisdictions. Using the Central Florida Regional Planning Model (CFRPM v7), the average trip lengths for Marion County were calculated for different trip types, including home-based work, home-based shopping, and home-based social/recreation, among others. These model trip lengths suggested that trip lengths in Marion County are typically longer than trip lengths observed in other counties throughout Florida. As such, the trip lengths for residential land uses (including hotels and motels) were increased by 15 percent and the trip lengths for non-residential uses were increased by five (5) percent.

Interstate & Toll Facility Adjustment Factor

This variable was used to recognize that interstate highway and toll facility improvements are funded by the State (specifically, the Florida Department of Transportation) using earmarked State and Federal funds or through toll revenues. Typically, impact fees are not used to pay for these improvements and the portion of travel occurring on the interstate/toll facility system is subtracted from the total travel for each use.

To calculate the interstate and toll (I/T) facility adjustment factor, the loaded highway network file was generated for the CFRPM v7. A select zone analysis was run for all traffic analysis zones located within the Marion County in order to differentiate trips with an origin and/or destination within the county versus trips that simply passed through the county.

The analysis reviewed trips on all interstate and toll facilities within Marion County (Interstate 75). The limited access vehicle-miles of travel (Limited Access VMT) for county-generated trips with an origin and/or destination within county was calculated for the identified limited access facilities. Next, the total VMT was calculated for all county-generated trips with an origin and/or destination within Marion County for all roads, including limited access facilities.

The I/T adjustment factor of 13.5 percent was determined by dividing the total limited access VMT by the total County VMT. Total County VMT reduced by this factor is representative of only the roadways that are eligible to be funded with transportation impact fee revenues. Appendix A, Table A-1 provides further detail on this calculation.

Land Use Changes

As part of this update study, the following land uses were revised/added to the County's fee schedule to better reflect type of uses being developed in Marion County.

Single Family (Attached) and Multi-Family Housing

The current transportation impact fee schedule includes "multi-family (1 & 2 stories)" and "multi-family (3 & more stories)" land uses. Due to changes included in the ITE 11th Edition Handbook these uses were re-organized as the following:

- **LUC 215: Single Family (Attached), measured per "dwelling unit"**
- **LUC 220: Multi-Family (Low-Rise, 1-3 Floors), measured per "dwelling unit"**
- **LUC 221/222: Multi-Family (Mid/High-Rise, 4+ Floors), measured per "dwelling unit"**

Gas Station w/Convenience Re-Alignment

Consistent with the updated data in the ITE 11th Edition Handbook, the existing LUC 853 (Convenience Market w/Gasoline, per 1,000 sf) was removed from the County's transportation impact fee schedule and replaced with the following uses:

- **LUC 944: Gas Station w/Conv. Store <2,000 sq ft, measured per "fuel position"**
- **LUC 945: Gas Station w/Conv. Store 2,000-5,499 sq ft, measured per "fuel position"**
- **LUC 945: Gas Station w/Conv. Store 5,500+ sq ft, measured per "fuel position"**

Staff Recommendations

The following land uses were added to the transportation impact fee schedule at the request of County staff to reflect recent development trends:

- **LUC 251: Senior Adult Housing (Detached), measured per "dwelling unit"**
 - This land use was added to differentiate between regular single family (LUC 210) and single family development that is age-restricted
- **LUC 416: RV Park/Campground, measured per "site"**
- **LUC 420: Marina, measured per "berth"**
- **LUC 435: Recreational Community Center, measured per "1,000 sf"**
- **LUC 445: Movie Theater, measured per "screen"**
- **LUC 948: Automated Car Wash, measured per "car tunnel"**
- **LUC n/a: Mining Excavation, measured per "1,000 cy"**

Cost Component

Cost information from Marion County and other counties in Florida was reviewed to develop a unit cost for all phases involved in the construction of one lane-mile of roadway capacity. Appendix B provides the data and other supporting information utilized in this analysis.

County Roadway Costs

This section examines the right-of-way (ROW), construction, and other cost components associated with county roads with respect to transportation capacity expansion improvements in Marion County. In addition to local data, cost data for recently bid/completed/ongoing roadway projects throughout Florida was used to supplement the cost data for county roadway improvements. The roadway cost was separated into four components: design, right-of-way (ROW), construction, and construction engineering/inspection (CEI).

Design and CEI

The design cost factor for county roads is estimated as a percentage of the construction cost per lane mile. This factor was determined based on a review of design-to-construction cost ratios from local improvements and from other jurisdictions throughout Florida. For purposes of this study, the design cost for county roads is estimated as **11 percent** of the construction cost per lane mile. Additional details are provided in Appendix B, Tables B-2 and B-3.

The CEI cost factor for county roads is estimated as a percentage of the construction cost per lane mile. This factor is determined based on a review of CEI-to-construction cost ratios from other jurisdictions throughout Florida. For purposes of this study, the CEI cost for county roads is estimated as **nine (9) percent** of the construction cost per lane mile. Additional details are provided in Appendix B, Table B-11.

Right-of-Way

The ROW cost reflects the total cost of the acquisitions along a corridor that were necessary to have sufficient cross-section width to widen an existing road or, in the case of new construction, to build a new road. Similar to design and CEI, The ROW cost factor for county roads is estimated as a percentage of the construction cost per lane mile. This factor was determined based on a review of estimated cost for planned projects in Marion County and a review of the ROW-to-construction ratios observed in other jurisdictions throughout Florida. Estimated cost for planned projects in Marion County indicate ROW ratios ranging from three (3) percent to 132

percent of construction cost, with an average of 45 percent. In the case of other Florida jurisdictions, the ROW factors range from 10 percent to 60 percent of construction, with an average of 35 percent. For impact fee calculations, a factor of **40 percent** was estimated. Additional details are provided in Appendix B, Tables B-4 and B-5.

Construction Cost

The construction cost for county roads was based on a review of recent local improvements, estimate costs for upcoming projects in Marion County, and projects from other jurisdictions in Florida. Recent local improvements (from FY 2020) included the following improvements:

- SW 49th Avenue (South Seg. A & E) from 0.7 miles S of CR 484 to Marion Oaks Trail
- Florida Crossroads Commerce Park Road from south terminus to Highway 484
- CR 484 from Marion Oaks Pass to Marion Oaks Course

Costs for these local improvements ranged from \$1.2 million to \$2.2 million per lane mile with a weighted average cost of \$1.5 million per lane mile. When indexed to current dollars, this figure increases to approximately \$2.4 million per lane mile.

Estimated construction cost for planned improvements in Marion County ranges from \$1.4 million per lane mile to \$4.8 million per lane mile with a weighted average construction cost of \$2.7 million per lane mile.

In addition to local improvements, a review of recently bid projects located throughout Florida was conducted. From this dataset, the counties that are more suburban/rural in nature (similar to Marion County) were separated and this subset of counties had a weighted average construction cost of \$3.3 million per lane mile for projects since FY 2020.

Based on a review of the local historical and planned projects and statewide projects, construction cost was estimated at **\$2.7 million per lane mile** for county roads (curb & gutter) for the transportation impact fee calculations. Additional information is presented in Appendix B, Tables B-6 through B-8.

To determine the cost per lane mile for county roads with rural-design characteristics (open drainage), the relationship between urban and rural-designed roadway costs from the FDOT District 7 Long Range Estimates (LRE)¹ was reviewed. Based on these cost estimates, the costs for rural roadways are estimated at approximately 76 percent of the costs for urban roadways.

¹ This data was not available for FDOT District 5

Additional detail is provided in Appendix B, Table B-1.

As shown in Table 1, a total cost of **\$4.3 million per lane mile** for county roads was used in the transportation impact fee calculation.

Table 1
Estimated Total Cost per Lane Mile for County Roads

Cost Phase	Cost per Lane Mile		
	Curb & Gutter (Urban) Design	Open Drainage (Rural) Design ⁽⁵⁾	Weighted Average ⁽⁶⁾
Design ⁽¹⁾	\$297,000	\$226,000	\$293,000
Right-of-Way ⁽²⁾	\$1,080,000	\$821,000	\$1,067,000
Construction ⁽³⁾	\$2,700,000	\$2,052,000	\$2,668,000
CEI ⁽⁴⁾	\$243,000	\$185,000	\$240,000
Total Cost	\$4,320,000	\$3,284,000	\$4,268,000
Lane Mile Distribution ⁽⁷⁾	95%	5%	100%

1) Design is estimated at 11% of construction costs.

2) Right-of-Way cost is estimated at 40% of construction costs

3) Source: Based on a review of local projects (Appendix B, Tables B-6 and B-7) and statewide capacity expansion projects (Appendix B, Table B-8)

4) CEI cost is estimated at 9% of construction costs

5) Rural design (open drainage) costs are estimated at 76% of the urban (curb & gutter) costs (Appendix B, Table B-1)

6) Lane mile distribution (Item 7) multiplied by the design, ROW, construction, and CEI phase cost by improvement type to develop a weighted average cost per lane mile

7) Source: Appendix B, Table B-12, Items (c) and (d)

Note: All figures rounded to nearest \$000

State Roadway Costs

This section examines the right-of-way, construction and other cost components associated with state roads with respect to transportation capacity expansion improvements in Marion County. For this purpose, recent data from state roadway projects bid in Marion County and throughout Florida and FDOT's Long Range Estimates were used to identify and provide supporting cost data for state improvements. The cost for each roadway capacity-expansion project was separated into four phases: design, CEI, ROW, and construction.

Design and CEI

Similar to the county roads, the design and CEI cost factors for state roads were estimated as a percentage of the construction cost per lane mile. These factors were determined based on a

review of design/CEI-to-construction cost ratios from other jurisdictions throughout Florida. For purposes of this study, design and CEI costs for state roads were each estimated at **11 percent** of construction phase costs. Additional details are provided in Appendix B, Table B-3 (design) and Table B-11 (CEI).

Right-of-Way

Given the limited data on ROW costs for state roads in Marion County and based on experience in other jurisdictions, the ROW cost ratio calculation for county roads was also applied to state roads. Using this ROW-to-construction ratio of **40 percent**, the ROW cost for state roads (urban design) is approximately \$1.6 million per lane mile.

Construction

The construction cost for state roads was based on a review of recent local improvements, local estimates, and projects from other jurisdictions in Florida. Recent local improvements (from FY 2015) included the following project:

- SR 35 (Baseline Rd) from SE 96th Place Rd to SR 464 (SE Maricamp Rd); Construction cost per lane mile of \$2.7 million.

Recent local estimates included the following projects:

- SR 40 from E. of CR 314 to E. of CR 314A
- SR 40 from E. of CR 314A to Levy Hammock Rd

Cost estimates for these future improvements ranges from \$5.3 million to \$8.0 million per lane mile.

With limited recent local state road cost data available, historical data from the 2015 Marion County Transportation Impact Fee Update Study was also reviewed to estimate the state road construction cost per lane mile. During the 2015 study period, local state road improvements averaged **80 percent** of the average cost of the statewide database (\$2.7 million per lane mile).

Similar to the 2015 update, the state roadway projects costs in other Florida jurisdictions were reviewed. The cost database (which dates back to 2014) includes a total of 67 projects from 32 different counties with a weighted average cost of approximately \$4.4 million per lane mile (all improvements have urban-design characteristics). In the case of counties that are more suburban/rural in nature (similar to Marion County), the construction cost averages \$4.5 million

per lane mile. When more recent projects are considered (2017+), the average construction cost increases to approximately \$5.1 million per lane mile.

Considering all datasets, the construction cost for state roads was estimated at \$5.0 million per lane mile to be representative of current costs. This figure was adjusted by 20 percent to reflect the lower local bid and the approach used in the 2015 Study, which resulted in a construction cost of **\$4.0 million per lane mile** (\$5.0 million × 80%) for state roads (urban; curb & gutter design) for purposes of the impact fee calculations. Additional information is provided in Appendix B, Tables B-9 and B-10.

To determine the cost per lane mile for state roads with rural-design characteristics (open drainage), the relationship between urban and rural-designed roadway costs from the FDOT District 7 Long Range Estimates (LRE) was reviewed. As mentioned previously, the costs for rural roadways are estimated at approximately 76 percent of the costs for urban roadways. Additional details are provided in Appendix B, Table B-1.

As shown in Table 2, a total cost of **\$5.2 million per lane mile** for state roads was used in the transportation impact fee calculations.

Table 2
Estimated Total Cost per Lane Mile for State Roads

Cost Phase	Cost per Lane Mile		
	Curb & Gutter (Urban) Design	Open Drainage (Rural) Design ⁽⁵⁾	Weighted Average ⁽⁶⁾
Design ⁽¹⁾	\$440,000	\$334,000	\$350,000
Right-of-Way ⁽²⁾	\$1,600,000	\$1,216,000	\$1,274,000
Construction ⁽³⁾	\$4,000,000	\$3,040,000	\$3,184,000
CEI ⁽⁴⁾	\$440,000	\$334,000	\$350,000
Total Cost	\$6,480,000	\$4,924,000	\$5,158,000
Lane Mile Distribution ⁽⁷⁾	15%	85%	100%

1) Design is estimated at 11% of construction costs.

2) Right-of-way cost is estimated at 40% of construction costs

3) Source: Based on Appendix B, Tables B-9 and B-10, adjusted to 80% based on 2015 report findings

4) CEI cost is estimated at 11% of construction costs

5) Rural design (open drainage) costs are estimated at 76% of the urban (curb & gutter) costs

6) Lane mile distribution (Item 7) multiplied by the design, ROW, construction, and CEI phase cost by improvement type to develop a weighted average cost per lane mile

7) Source: Appendix B, Table B-12, Items (e) and (f)

Note: All figures rounded to nearest \$000

Summary of Costs (Blended Cost Analysis)

The weighted average cost per lane mile for county and state roads is presented in Table 3. The resulting weighted average cost of approximately \$4.72 million per lane mile was utilized as the unit cost input in the calculation of the transportation impact fee schedule. The weighted average cost per lane mile includes county and state roads and is based on weighting the lane miles of roadway improvements in Marion County's 2045 Long Range Transportation Plan (Cost Feasible Plan).

It should be noted that the cost estimates developed for this impact fee study reflect a large sample size from several communities over the last several years. When compared to the smaller sample of improvements observed over the last two to three years along with significant cost increases since the pandemic, the data and estimates used in this study represent a conservative approach. Additionally, these estimates account for Marion County's suburban/rural nature, which tends to moderate roadway costs compared to some of the larger, more urbanized counties that are experiencing higher construction and land acquisition costs.

Table 3
Estimated Cost per Lane Mile for County and State Roadway Projects

Cost Type	County Roads⁽¹⁾	State Roads⁽²⁾	County and State Roads⁽³⁾
Design	\$293,000	\$350,000	\$322,000
Right-of-Way	\$1,067,000	\$1,274,000	\$1,173,000
Construction	\$2,668,000	\$3,184,000	\$2,931,000
CEI	\$240,000	\$350,000	\$296,000
Total	\$4,268,000	\$5,158,000	\$4,722,000
Lane Mile Distribution ⁽⁴⁾	49%	51%	100%

1) Source: Table 1

2) Source: Table 2

3) Lane mile distribution (Item 4) multiplied by the individual component costs for county and state roads and added together to develop a weighted average cost per lane-mile

4) Source: Appendix B, Table B-12; Items (a) and (b)

Vehicle-Miles of Capacity Added per Lane Mile

An additional component of the transportation impact fee equation is the capacity added per lane-mile of roadway constructed (also known as the maximum service volume added per lane mile). To calculate the vehicle-miles of capacity (VMC) per lane mile of constructed future

roadway, an analysis of the Marion County 2045 LRTP's Cost Feasible Plan was conducted to summarize improvements that will be built in Marion County in the future.

Table 4
Weighted Average Capacity Added per Lane Mile

Source	Lane Mile Added ⁽¹⁾	Vehicle-Miles of Capacity Added ⁽²⁾	VMC Added per Lane Mile ⁽³⁾
County Roads	76.62	976,563	12,700
State Roads	80.32	1,408,145	17,500
Total	156.94	2,384,708	
Weighted Average VMC Added per Lane Mile⁽⁴⁾			15,200

1) Source: Appendix B, Table B-12

2) Source: Appendix B, Table B-12

3) Vehicle-miles of capacity added (Item 2) divided by lane miles added (Item 1), rounded to nearest '00

4) Total VMC added (Item 2) divided by total lane miles added (Item 1), rounded to nearest '00

Cost per Vehicle-Mile of Capacity

The transportation cost per unit of development is assessed based on the cost per vehicle-mile of capacity. As shown in Tables 3 and 4, the cost and capacity for roadways in Marion County have been calculated based on typical roadway improvements.

The cost per VMC figure is used in the transportation impact fee calculation to determine the total cost per unit of development based on vehicle-miles of travel consumed. For each vehicle-mile of travel that is added to the transportation system, approximately \$311 of capacity is consumed.

Table 5
Cost per Vehicle-Mile of Capacity Added

Source	Cost per Lane Mile ⁽¹⁾	Average VMC Added per Lane Mile ⁽²⁾	Cost per VMC ⁽³⁾
County Roads	\$4,268,000	12,700	\$336.06
State Roads	\$5,158,000	17,500	\$294.74
Weighted Average	\$4,722,000	15,200	\$310.66

1) Source: Table 3

2) Source: Table 4

3) Average VMC added per lane mile (Item 2) divided by cost per lane mile (Item 1)

Credit Component

Capital Improvement Credit

The credit component of the impact fee accounts for the existing funding sources that are being allocated to roadway capacity expansion projects (excluding impact fee funds). This section summarizes the credit calculations for non-impact fee contributions. Additional details are provided in Appendix C.

The present value of the portion of non-impact fee funding generated by new development over a 25-year period that is allocated to capacity expansion projects was credited against the cost of the system consumed by travel associated with new development. In order to provide a connection to the demand component, which is measured in terms of travel, the non-impact fee dollars were converted to a fuel tax equivalency.

County Credit

A review of the County's FY 2019-2024 historical expenditures and the FY 2025-2029 Transportation Improvement Program (TIP) indicated that a combination of sales tax, impact fees, fuel tax, and grants are used to fund roadway capacity expansion. Based on this review, a credit of 14.8 equivalent pennies of fuel tax was included in the transportation impact fee calculation. This credit excludes the portion of expenditures funded with impact fee revenues.

Additionally, the County is using fuel tax revenues to retire debt service used to fund roadway capacity expansion improvements. The fuel tax dedication for the Public Improvement Bond, Series 2016, totals approximately 1.8 pennies of additional county credit. As shown in Table 6, a total fuel tax equivalent revenue credit of 16.6 pennies is recognized for county expenditures.

State Credit

As shown in Table 6, State expenditures in Marion County were reviewed, and a credit for the transportation capacity-expansion portion attributable to state projects was estimated (excluding expenditures on limited access facilities). This review, which included 10 years of historical expenditures and five (5) years of planned expenditures, indicated that FDOT spending amounts to an average of \$16.8 million per year and generates an equivalent gas tax credit of 7.6 pennies annually. The use of a 15-year period results in a reasonably stable state revenue credit, since it accounts for the volatility in FDOT spending in a given county over short time periods.

In summary, for transportation improvements, Marion County is allocating an average of 16.6 equivalent pennies, while FDOT is contributing an average of 7.6 equivalent pennies, annually. A total credit of **24.2 equivalent pennies** was included in the transportation impact fee calculations to recognize future capital revenues that are expected to be generated by new development from all non-impact fee revenues.

Table 6
Equivalent Pennies of Gas Tax Revenue

Credit	Average Annual Expenditures	Value per Penny ⁽⁴⁾	Equivalent Pennies per Gallon ⁽⁵⁾
County Revenues ⁽¹⁾	\$32,765,267	\$2,212,871	\$0.148
County Debt Service ⁽²⁾	\$3,963,454	\$2,212,871	\$0.018
State Revenues ⁽³⁾	<u>\$16,845,006</u>	\$2,212,871	\$0.076
Total	\$53,573,727		\$0.242

1) Source: Appendix C, Table C-2

2) Source: Appendix C, Table C-3

3) Source: Appendix C, Table C-4

4) Source: Appendix C, Table C-1

5) Average annual expenditures divided by the value per penny (Item 4) divided by 100

Present Worth Variables

- **Facility Life:** The roadway facility life used in the impact fee analysis is 25 years, which represents the reasonable life of a roadway.
- **Interest Rate:** This is the discount rate at which gasoline tax revenues might be bonded. It is used to compute the present value of the gasoline taxes generated by new development. The discount rate of 2.45 percent was used in the impact fee calculation based on recent interest rates provided by Marion County.

Fuel Efficiency

The fuel efficiency (i.e., the average miles traveled per gallon of fuel consumed) of the fleet of motor vehicles was estimated using the quantity of gasoline consumed by travel associated with a particular land use.

Appendix C, Table C-9 documents the calculation of fuel efficiency value based on the following equation, where “VMT” is vehicle miles of travel and “MPG” is fuel efficiency in terms of miles per gallon.

$$Fuel\ Efficiency = \sum VMT_{Roadway\ Type} \div \sum \left(\frac{VMT_{Vehicle\ Type}}{MPG_{Vehicle\ Type}} \right)_{Roadway\ Type}$$

The methodology uses non-interstate VMT and average fuel efficiency data for passenger vehicles (i.e., passenger cars and other 2-axle, 4-tire vehicles, such as vans, pickups, and SUVs) and large trucks (i.e., single-unit, 2-axle, 6-tire or more trucks and combination trucks) to calculate the total gallons of fuel used by each of these vehicle types.

The combined total VMT for the vehicle types is then divided by the combined total gallons of fuel consumed to calculate, in effect, a “weighted” fuel efficiency value that reflects the existing fleet mix of traffic on non-interstate roadways. The VMT and average fuel efficiency data were obtained from the most recent Federal Highway Administration’s *Highway Statistics 2022*. Based on the calculation completed in Appendix C, Table C-9, the fuel efficiency rate to be used in the updated impact fee equation is 19.47 miles per gallon.

Effective Days per Year

An effective 365 days per year of operation was assumed for all land uses in the proposed fee. However, this will not be the case for all land uses since some uses operate only on weekdays (e.g., office buildings) and/or only seasonally (e.g., schools). The use of 365 days per year, therefore, provides a conservative estimate, ensuring that non-impact fee contributions are adequately credited against the fee.

Calculated Transportation Impact Fee Schedule

Detailed impact fee calculations for each land use are included in Appendix D, which includes the major land use categories and the impact fees for the individual land uses contained in each of the major categories. For each land use, Appendix D illustrates the following:

- Demand component variables (trip rate, trip length, and percent of new trips);
- Total impact fee cost;
- Annual capital improvement credit;
- Present value of the capital improvement credit; and
- Net transportation impact fee.

It should be noted that the net impact fee illustrated in Appendix D is not necessarily a recommended fee, but instead represents the technically calculated impact fee per unit of land use that could be charged in Marion County.

For clarification purposes, it may be useful to walk through the calculation of an impact fee for one of the land use categories. In the following example, the net impact fee is calculated for the single-family residential detached land use category (ITE LUC 210) using information from the impact fee schedules included in Appendix D. For each land use category, the following equations are utilized to calculate the net impact fee:

$$\text{Net Impact Fee} = \text{Total Impact Cost} - \text{Capital Improvement Credit}$$

Where:

Total Transportation Impact Cost = $\left(\left[\text{Trip Rate} \times \text{Adjusted Trip Length} \times \% \text{ New Trips} \right] / 2 \right) \times (1 - \text{Interstate/Toll Facility Adjustment Factor}) \times (\text{Cost per Vehicle-Mile of Capacity})$

Capital Improvement Credit = Present Value (Annual Capital Improvement Credit), given 2.45% interest rate & a 25-year facility life

Annual Capital Improvement Credit = $\left(\left[\text{Trip Rate} \times \text{Total Trip Length} \times \% \text{ New Trips} \right] / 2 \right) \times (\text{Effective Days per Year} \times \$/\text{Gallon to Capital}) / \text{Fuel Efficiency}$

Each of the inputs has been discussed previously in this document; however, for purposes of this example, brief definitions for each input are provided in the following paragraphs, along with the actual inputs used in the calculation of the fee for the single-family detached residential land use category (1,500 to 2,499 sq ft):

- *Trip Rate* = the average daily trip generation rate, in vehicle-trips/day (7.81)
- *Assessable Trip Length* = the average trip length on collector roads or above, for the category, in vehicle-miles (6.62) (excluding local neighborhood roads)
- *Trip Length Adjustment Factor* = used to adjust the trip length for local conditions (+15%)
- *Adjusted Trip Length* = the assessable trip length multiplied by the trip length adjustment factor ($6.62 * (1+15\%) = 7.61$)
- *Total Trip Length* = the assessable trip length plus an adjustment factor of half a mile, which is added to the trip length to account for the fact that gas taxes are collected for travel on all roads including local roads ($7.61 + 0.50 = 8.11$)
- *% New Trips* = adjustment factor to account for trips that are already on the roadway (100%)
- *Divide by 2* = the total daily miles of travel generated by a particular category (i.e., $\text{rate} * \text{length} * \% \text{ new trips}$) is divided by two to prevent the double-counting of travel generated between two land use codes since every trip has an origin and a destination
- *Interstate/Toll Facility Adjustment Factor* = discount factor to account for travel demand occurring on interstate highways and/or toll facilities (13.5%)
- *Cost per Lane Mile* = unit cost to construct one lane mile of roadway, in \$/lane-mile (\$4,722,000)
- *Average Capacity Added per Lane Mile* = represents the average daily traffic on one travel lane at capacity for one lane mile of roadway, in vehicles/lane-mile/day (15,200)
- *Cost per Vehicle-Mile of Capacity* = unit of vehicle-miles of capacity consumed per unit of development (\$310.66)
- *Present Value* = calculation of the present value of a uniform series of cash flows, gas tax payments in this case, given an interest rate, “i,” and a number of periods, “n;” for 2.45% interest and a 25-year facility life, the uniform series present worth factor is 18.5302
- *Effective Days per Year* = 365 days
- *\$/Gallon to Capital* = the amount of equivalent gas tax revenue per gallon of fuel that is used for capital improvements, in \$/gallon (\$0.242)
- *Fuel Efficiency* = average fuel efficiency of vehicles, in vehicle-miles/gallon (19.47)

Transportation Impact Fee Calculation

Using these inputs, a net impact fee can be calculated for the single-family residential detached (1,500 to 2,499 sf) land use category as follows:

Transportation Impact Fee:

$$\text{Total Impact Cost} = ([7.81 * 7.61 * 1.0] / 2) * (1 - 0.135) * (\$310.66) = \textbf{\$7,986}$$

$$\text{Annual Cap. Improv. Credit} = ([7.81 * 8.11 * 1.0] / 2) * 365 * (\$0.242 / 19.47) = \$144$$

$$\text{Capital Improvement Credit} = \$144 * 18.5302 = \$2,668$$

$$\text{Net Impact Fee} = \$7,986 - \$2,668 = \textbf{\$5,318}$$

Table 7 presents the full list of calculated transportation impact fee rates as well as the rates calculated in the *2015 Marion County Transportation Impact Fee Update Study* and the current adopted impact fee rates.

Transportation Impact Fee Comparison

As part of the work effort in developing Marion County's transportation impact fee program, a comparison of calculated fees to transportation impact fee schedules adopted in other jurisdictions was completed, as shown in Table 8.

Note that differences in fee levels for a given land use can be caused by several factors, including the year of the technical study, adoption percentage, study methodology including variation in costs, credits, and travel demand, land use categories included in the fee schedule, etc.

Table 7
Calculated Transportation Impact Fee Rates

ITE LUC	Land Use	Unit	Calculated Impact Fee (2015)	Current Impact Fee (2025)	Calculated Impact Fee (2025)	Calculated (2015) to Calc. (2025)	Current (2025) to Calc. (2025)
RESIDENTIAL:							
210	Single Family (Detached) - 1,500 sf or less	du	\$5,473	\$1,093	\$4,388	-20%	301%
	Single Family (Detached) - 1,501 to 2,499 sf	du	\$6,994	\$1,397	\$5,318	-24%	281%
	Single Family (Detached) - 2,500 sf and greater	du	\$7,821	\$1,562	\$5,855	-25%	275%
215	Single Family (Attached)*	du	\$4,520	\$903	\$4,606	2%	410%
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	\$4,520	\$903	\$3,590	-21%	298%
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	\$2,844	\$568	\$2,412	-15%	325%
240	Mobile Home Park	du	\$2,575	\$514	\$1,945	-24%	278%
251	Senior Adult Housing - Detached*	du	\$5,473	\$1,093	\$1,962	-64%	80%
252	Senior Adult Housing - Attached*	du	\$4,520	\$903	\$1,319	-71%	46%
253	Congregate/Assisted Care Facility	du	\$921	\$185	\$520	-44%	181%
LODGING:							
310	Hotel	room	\$3,544	\$375	\$2,364	-33%	530%
320	Motel	room	\$2,525	\$267	\$1,136	-55%	325%
RECREATION:							
411	Public Park	acre	\$1,286	\$136	\$343	-73%	152%
416	RV Park/Campground*	site	n/a	\$514	\$680	n/a	32%
420	Marina*	berth	n/a	\$427	\$1,339	n/a	214%
430	Golf Course	hole	\$26,228	\$2,774	\$16,971	-35%	512%
445	Movie Theater*	screen	n/a	\$2,610	\$19,609	n/a	651%
492	Racquet Club/Health Spa	1,000 sf	\$19,530	\$2,065	\$15,512	-21%	651%
495	Recreational Community Center*	1,000 sf	n/a	\$2,065	\$12,405	n/a	501%
INSTITUTIONS:							
520	Elementary School (Private)	student	\$516	\$55	\$678	31%	1133%
522	Middle School (Private)	student	\$721	\$76	\$637	-12%	738%
525	High School (Private)	student	\$759	\$80	\$657	-13%	721%
540	University/Junior College (7,500 or fewer students) (Private)	student	\$1,471	\$156	\$1,125	-24%	621%
550	University/Junior College (more than 7,500 students) (Private)	student	\$1,095	\$116	\$835	-24%	620%
560	Church	1,000 sf	\$3,880	\$410	\$2,462	-37%	500%
565	Day Care Center	1,000 sf	\$12,463	\$1,318	\$6,365	-49%	383%
590	Library	1,000 sf	\$22,482	\$2,377	\$21,904	-3%	821%
MEDICAL:							
610	Hospital	1,000 sf	\$8,310	\$879	\$5,213	-37%	493%
620	Nursing Home	bed	\$753	\$80	\$611	-19%	664%
640	Animal Hospital/Veterinary Clinic	1,000 sf	\$5,094	\$539	\$2,773	-46%	414%
OFFICE:							
710	Office	1,000 sf	\$6,391	\$676	\$4,766	-25%	605%
720	Medical Office/Clinic	1,000 sf	\$14,444	\$1,528	\$10,961	-24%	617%
770	Business Park	1,000 sf	\$7,420	\$785	\$5,638	-24%	618%
RETAIL:							
822	Retail 6,000 sf gla or less	1,000 sf gla	\$4,177	\$442	\$1,866	-55%	322%
822	Retail 6,001 to 40,000 sf gla	1,000 sf gla	\$9,592	\$1,014	\$3,182	-67%	214%
821	Retail 40,001 to 150,000 sf gla	1,000 sf gla	\$9,592	\$1,014	\$6,435	-33%	535%
820	Retail greater than 150,000 sf gla	1,000 sf gla	\$9,592	\$1,014	\$6,944	-28%	585%
840/841	New/Used Auto Sales	1,000 sf	\$12,532	\$1,325	\$8,247	-34%	522%
850	Supermarket	1,000 sf	\$14,089	\$1,490	\$9,530	-32%	540%
862	Home Improvement Superstore	1,000 sf	\$5,851	\$619	\$4,030	-31%	551%
880/881	Pharmacy/Drug Store with or w/o Drive-Thru	1,000 sf	\$7,475	\$791	\$5,992	-20%	658%
890	Furniture Store	1,000 sf	\$2,050	\$217	\$1,939	-5%	794%
SERVICES:							
911	Bank/Savings Walk-In	1,000 sf	\$16,265	\$1,720	\$5,792	-64%	237%
912	Bank/Savings Drive-In	1,000 sf	\$21,367	\$2,260	\$10,370	-51%	359%
931	Restaurant	1,000 sf	\$26,502	\$2,803	\$18,790	-29%	570%
n/a	Small Local Restaurant	1,000 sf	\$12,668	\$1,340	\$8,855	-30%	561%
941	Quick Lube	service bay	\$12,613	\$1,334	\$9,497	-25%	612%
942	Automobile Care Center	1,000 sf	\$9,902	\$1,047	\$6,694	-32%	539%
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$8,033	\$850	\$6,480	-19%	662%
945	Gas Station w/Convenience Store 2,000 to 5,499 sq ft	fuel pos.	\$8,033	\$850	\$9,947	24%	1070%
	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$8,033	\$850	\$13,012	62%	1431%
947	Self-Service Car Wash	service bay	\$7,674	\$811	\$5,691	-26%	602%
948	Automated Car Wash*	car tunnel	n/a	\$811	\$100,351	-	12274%
INDUSTRIAL:							
110	General Light Industrial	1,000 sf	\$4,048	\$428	\$2,145	-47%	401%
140	Manufacturing	1,000 sf	\$2,212	\$234	\$2,083	-6%	790%
150	Warehousing	1,000 sf	\$2,058	\$218	\$755	-63%	246%
151	Mini-Warehouse	1,000 sf	\$733	\$78	\$425	-42%	445%
154	High-Cube Transload and Short-Term Warehouse	1,000 sf	\$967	\$102	\$621	-36%	509%
n/a	Mine/Commercial Excavation	1,000 cy	n/a	n/a	\$2.86	n/a	n/a

*current rate shown is based on similar land use in the County's impact fee schedule; in certain cases, rates have been adjusted to account for a change in the unit of measure

Table 8
Transportation Impact Fee Comparison

Land Use	Unit ⁽²⁾	Marion County		Levy County ⁽⁵⁾	Citrus County ⁽⁶⁾	Sumter County ⁽⁷⁾	Pasco County ⁽⁸⁾			Lake County ⁽⁹⁾		Volusia County ⁽¹⁰⁾	Alachua County ⁽¹¹⁾
		Calculated ⁽³⁾	Existing ⁽⁴⁾				Urban	Suburban	Rural	North/Central	NE/Wekiva/S		
Date of Last Update		2025	2015	2014	2021	2024	2021	2021	2021	2022	2022	2022	2007
Assessed Portion of Calculated⁽¹⁾		100%	11-20%	40%	100%	SFR@79%	100%	100%	100%	SFR@57%	SFR@74%	100%	85%
Residential:													
Single Family (2,000 sf)	du	\$5,318	\$1,397	\$1,410	\$3,864	\$2,999	\$6,384	\$9,377	\$10,722	\$2,952	\$3,806	\$5,464	\$4,146
Non-Residential:													
Light Industrial	1,000 sf	\$2,145	\$428	\$640	\$858	\$1,355	\$0	\$0	\$0	\$1,306	\$1,850	\$2,418	\$2,857
Office (50,000 sq ft)	1,000 sf	\$4,766	\$676	\$1,481	\$2,368	\$2,663	\$0	\$0	\$0	\$2,709	\$3,507	\$5,396	\$4,275
Retail (125,000 sq ft)	1,000 sfgla	\$6,435	\$1,014	\$1,710	\$2,320	\$4,246	\$7,756	\$9,695	\$12,118	\$3,167	\$4,102	\$6,324	\$6,062

1) Represents the portion of the maximum calculated fee for each respective county that is actually charged. Fees may have been lowered/raised through indexing or policy discounts. Does not account for moratoriums/suspensions

2) Du = dwelling unit

3) Source: Appendix D, Table D-1

4) Source: Marion County Growth Services Department, Planning Division

5) Source: Levy County Community Development Department

6) Source: Citrus County Growth Management Department, Land Development Division

7) Source: Sumter County Planning & Development Services Department. Fees shown were adopted in 2024 in compliance with the 50% increase limit for F.S. 163.31801

8) Source: Pasco County Planning & Development Department

9) Source: Lake County Office of Planning and Zoning & Municode. Fees shown will be phased in annually to 95% of the full calculated rates by January 2027

10) Source: Volusia County Growth and Resource Management Department

11) Source: Alachua County Growth Management Department, Building Division

Transportation Impact Fee Benefit Districts

As part of the update of the transportation impact fee program, the existing impact fee benefit districts (illustrated in Map 1) were reviewed. As discussed previously, the dual rational nexus test requires that the fee payer receives a proportionate benefit. Establishing benefit districts enhances the County's ability to meet this requirement, showing a close connection to the fee-payer and their resulting benefit, by restricting revenues to specific areas of the county where the fee is collected. Benefit district boundaries are typically influenced by geographic (i.e., lakes and rivers) or man-made boundaries/barriers (i.e., roads, highways, municipal limits) which in some way restrict traffic, travel patterns, growth patterns and other similar variables.

District Boundaries

Currently, Marion County has two transportation impact fee districts, east and west, with Interstate 75 dividing the county. As shown in Table 9, this alignment results in an even split of developable land within each benefit district. Developable land is defined as the total land area less bodies of water and conservation land.

Table 9
Marion County Developable Land

Item	D1: West	D2: East	Total
Total Area	532.34	1,130.20	1,662.54
Water Area	14.07	152.04	166.11
Conservation Area	40.25	503.97	544.22
Developable Area	478.02	474.19	952.21
Developable %	50.2%	49.8%	100.0%

Source: Marion County Open Data Portal; GIS

As shown in Table 10, the existing benefit district alignment has also resulted in a relatively even split of transportation impact fee revenue collections. This indicates that both districts have experienced similar growth levels and are generating similar levels of revenue. If a jurisdiction has too many benefit districts, a situation can occur where projects in certain districts cannot be funded for long periods of time until sufficient impact fee revenues accumulate. The revenues from the current alignment show that this is not the case in Marion County, though recent years show increased development in the west.

Table 10
Transportation Impact Fee Revenues by Benefit District

Year	West	East	Total
FY 2016/17	\$224,450	\$293,829	\$518,279
FY 2017/18	\$1,376,368	\$1,651,761	\$3,028,128
FY 2018/19	\$1,769,077	\$2,058,738	\$3,827,814
FY 2019/20	\$2,142,031	\$2,333,616	\$4,475,647
FY 2020/21	\$3,581,609	\$3,040,116	\$6,621,725
FY 2021/22	\$5,732,631	\$3,624,372	\$9,357,003
FY 2022/23	\$6,754,394	\$3,001,449	\$9,755,844
FY 2023/24	<u>\$10,013,598</u>	<u>\$3,442,584</u>	<u>\$13,456,182</u>
Total	\$31,594,158	\$19,446,465	\$51,040,623
%	62%	38%	100%

Source: Marion County Planning Department

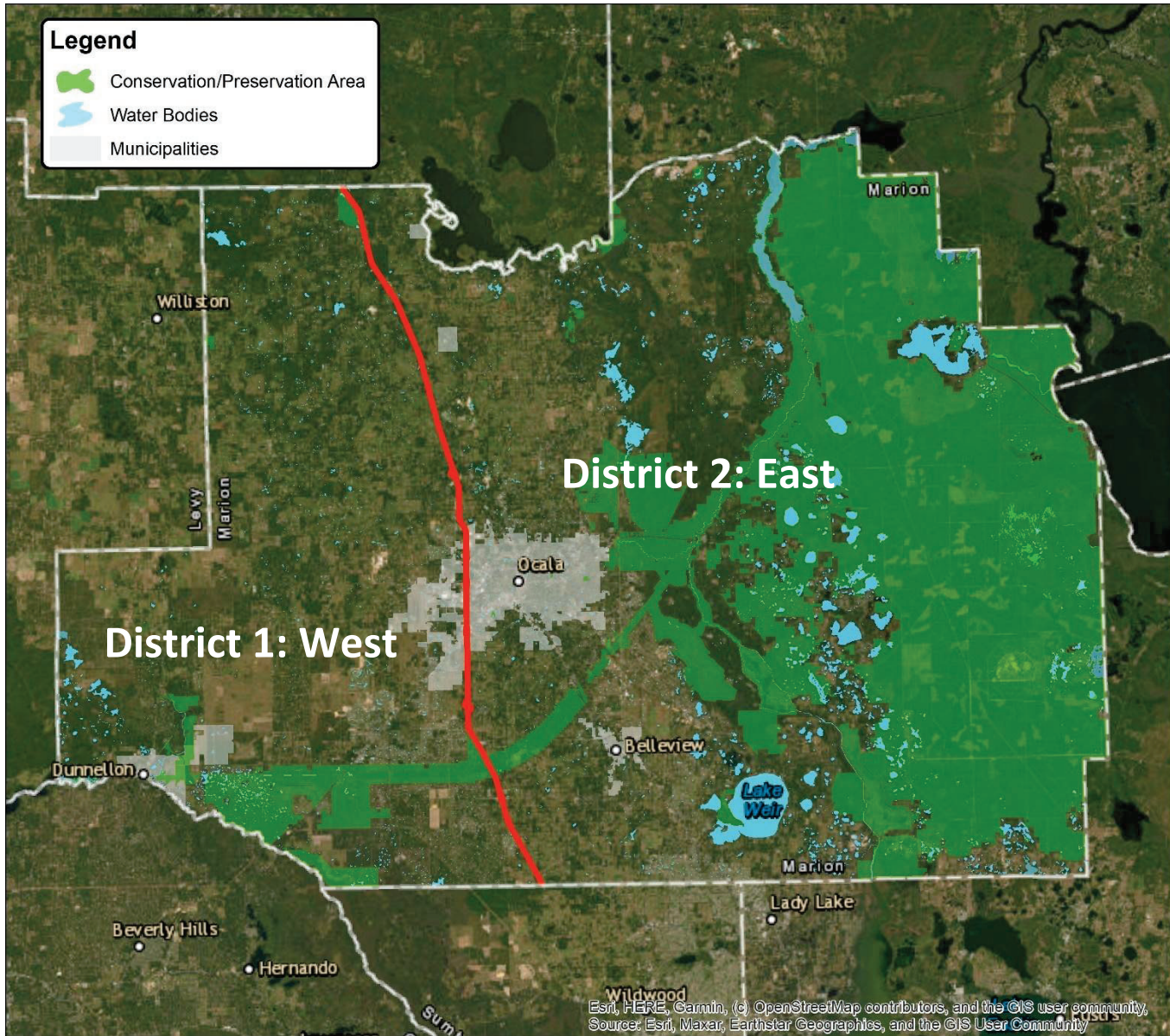
Impact Fee Revenue Use Across Districts

For certain projects, revenues from adjacent districts can be pooled together. Although this approach creates some flexibility, it requires an evaluation of each project on a case-by-case basis. Generally, any improvement that extends into both the east and west benefit districts would be eligible for transportation impact fee revenues from either district.

Benefit Districts Recommendations

Based on a review of geographic characteristics, historical impact fee revenue collections, and discussions with County staff, no changes are recommended to the existing benefit district boundaries.

Map 1: Existing Transportation Impact Fee Benefit Districts



Economic Growth Strategy

In addition to calculating the full transportation impact fee levels, this study also updates the economic growth strategy approach to impact fee calculations, which was developed in 2015 and considers the existing development's ability to absorb new growth.

As presented in Appendix C, in addition to impact fees, the County uses sales and fuel tax revenues and grants to fund the transportation system. In terms of the economic growth strategy calculations, it is important to note the following:

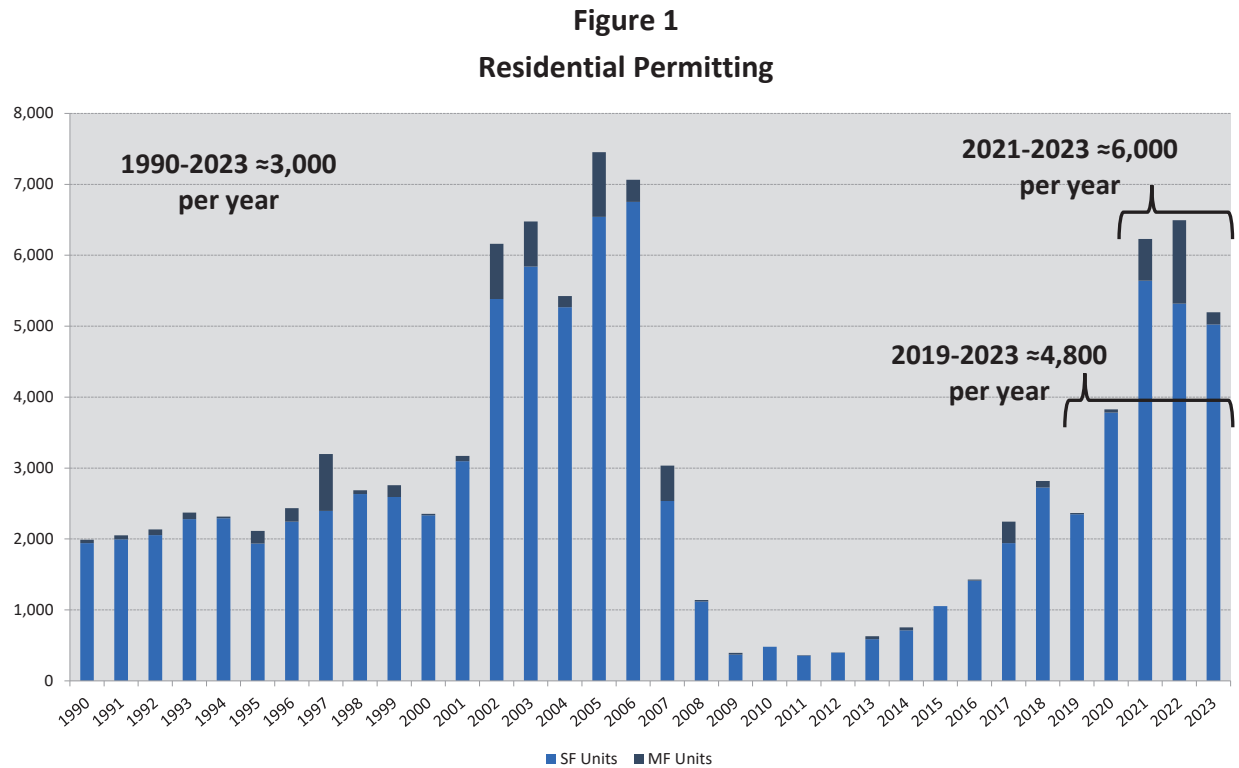
Consistent with the methodology used by many Florida jurisdictions, impact fee calculations are based on the adopted LOS standard, which is lower than the current achieved LOS. In other words, under the current methodology, even with the full impact fee, unless the County uses other revenue sources, the current achieved LOS for the system will deteriorate and more congestion will be experienced. As such, the standard methodology used for transportation impact fees results in fee levels that slow down the degradation of the system but does not generate sufficient revenues to maintain the existing conditions when they are better than the adopted LOS standard.

The economic growth strategy calculations are based on the County's historical and future estimated non-impact fee funding toward transportation capital capacity projects including funding from the State. Excluding funding dedicated toward paying the debt service, the County could provide discounts up to \$50 million per year and still maintain the adopted LOS standards on a countywide average. If other revenue sources become available or allocation from the current funding sources are reduced, this figure will need to be revised.

As mentioned, even at full maximum calculated impact fee levels, impact fee revenues will not be sufficient to maintain the County's current LOS, which is better than the adopted LOS standard. Providing any level of impact fee discount, without utilizing any additional/alternative revenue sources, is likely to increase the deterioration of the current LOS.

Revenue Projections

The transportation impact fee projections in this report are based on recent permitting levels in Marion County. Figure 1 presents residential permitting figures since 1990.



Source: U.S. Census Bureau

Given fluctuations in permitting levels, a range of revenue scenarios were developed. For the low-end, residential permitting was based on the average permitting levels between 2019 and 2023 in the County (approximately 4,800 units). For the high-end, residential permitting was based on the activity between 2021 and 2023 (approximately 6,000 units).

The following additional assumptions/estimates are incorporated into the projections:

- One option for impact fees implemented at the full calculated rate (extraordinary circumstances qualification would need to be adopted);
- One option for impact fees implemented at the 50 percent capped rates, pursuant to F.S. 163.31801. Resulting rates are presented in Appendix D, Table D-2;
- Residential permitting consists primarily of the “Single Family Detached” land use;

- Non-residential revenues account for approximately 15 percent of the total revenue collected based on historical road impact fee revenue distribution; and
- Benesch validated the revenue model by comparing the transportation revenue estimates to actual collections over the past five years. This resulted in an adjustment factor of 80 percent to the revenue projections.

As shown in Table 11, Marion County has the potential to generate between \$117 million and \$144 million in transportation impact fee revenues over the next five years if the impact fee rates are adopted as 100 percent. If the capped rates are adopted, the revenue potential is between \$46 million and \$57 million over the next five years.

Table 11
Transportation Impact Fee Revenue Projections

Rates	Annual (Low-End)	Annual (High-End)	5-Yr Estimate (Low-End)	5-Yr Estimate (High-End)
Full Calculated	\$23,474,000	\$28,874,000	\$117,370,000	\$144,370,000
F.S. 163.31801 Capped	\$9,225,000	\$11,338,000	\$46,125,000	\$56,690,000

Source: Based on recent permitting levels and calculated fee rates from this report

For impact fee purposes, revenue projections serve only as an overall guideline in planning future infrastructure needs. In their simplest form, impact fees charge each unit of new growth for the net cost (total cost less credits) of infrastructure needed to serve that unit of growth. If the growth rates remain high, the County will have more impact fee revenues to fund growth related projects sooner rather than later. If the growth rate slows down, less revenue will be generated and the timing and need for future infrastructure improvements will be later rather than sooner.

Appendix A

Demand Component

Appendix A: Demand Component

This appendix presents detailed calculations for the demand component of the transportation impact fee study.

Interstate & Toll Facility Adjustment Factor

Table A-1 presents the interstate and toll facility adjustment factor used in the calculation of the transportation impact fee. This variable is based on data from the Central Florida Regional Planning Model v7, specifically the 2045 projected vehicle-miles of travel of all county-generated trips on all in-county roadways. It should be noted that the adjustment factor excludes all external-to-external trips, which represent traffic that goes through Marion County, but does not necessarily stop in the county. This traffic is excluded from the analysis since it does not come from development within the county. The I/T adjustment factor is used to reduce the VMT that the impact fee charges for each land use.

Table A-1
Interstate/Toll Facility Adjustment Factor

Facility Type	Total	
	VMT	%
Interstate/Toll	1,446,243	13.5%
Other Roads	9,274,914	86.5%
Total	10,721,157	100.0%

Source: CFRPM v7, 2045

Florida Studies Trip Characteristics Database

The Florida Studies Trip Characteristics Database includes approximately 345 studies on 40 different residential and non-residential land uses collected over the last 30 years. Data from these studies include trip generation, trip length, and percent new trips for each land use. This information has been used in the development of impact/multi-modal/mobility fees and the creation of land use plan category trip characteristics for communities throughout Florida and the U.S.

Benesch estimates trip generation rates for all land uses in an impact fee schedule using data from studies in the Florida Studies Database and the Institute of Transportation Engineers' (ITE) *Trip Generation* reference report (11th edition). In instances, when both ITE *Trip Generation*

reference report (11th edition) and Florida Studies trip generation rate (TGR) data are available for a particular land use, the data is typically blended together to increase the sample size and provide a more valid estimate of the average number of trips generated per unit of development. If no Florida Studies data is available, only TGR data from the ITE reference report is used in the fee calculation.

The trip generation rate for each respective land use is calculated using machine counts that record daily traffic into and out of the site studied. The traffic count hoses or video cameras are set at entrances to residential subdivisions for residential land uses and at all access points for non-residential land uses. Trip generation data were collected during specific weekdays for a period of 72 consecutive hours, or three days. In some cases, manual counts were also collected periodically during the week to verify the accuracy of the machine traffic counts.

The trip length information is obtained through origin-destination surveys that ask respondents where they came from prior to arriving at the site and where they intended to go after leaving the site. For residential study sites, the data were collected through road-side patron interviews. For non-residential study sites, the data was collected through on-site patron interviews. The interviews were generally conducted between 7:00 a.m. and 6:00 p.m. allowing for data to be collected for both work and non-work type trips. The results of these surveys were used to estimate average trip length by land use.

The percent new trip variable is based on assigning each trip collected through the origin-destination survey process a trip type (primary, secondary, diverted, and captured). The percent new trip variable is then calculated as 1 minus the percentage of trips that are captured. Benesch has published an article entitled, *Measuring Travel Characteristics for Transportation Impact Fees*, ITE Journal, April 1991, on the data collection methodology for trip characteristics studies.

Table A-2

Land Use 151: Mini-Warehouse

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Orange Co, FL	89.6	2006	-	-	1.23	-	-	-	-	Orange County
Orange Co, FL	84.7	2006	-	-	1.39	-	-	-	-	Orange County
Orange Co, FL	93.0	2006	-	-	1.51	-	-	-	-	Orange County
Orange Co, FL	107.0	2007	-	-	1.45	-	-	-	-	Orange County
Orange Co, FL	77.0	2009	-	-	2.18	-	-	-	-	Tindale Oliver
Orange Co, FL	93.7	2012	-	-	1.15	-	-	-	-	Tindale Oliver
Total Size	545.0		6		Average Trip Length: n/a					
ITE	880.0		16		Weighted Average Trip Length: n/a					
Blended total	1,425.0				Weighted Percent New Trip Average: -					
					Weighted Average Trip Generation Rate:					1.47
					ITE Average Trip Generation Rate:					1.45
					Blend of FL Studies and ITE Average Trip Generation Rate:					1.46

Table A-3

Land Use 210: Single Family - Detached

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTM	Source
Sarasota Co, FL	76	Jun-93	70	70	10.03	-	6.00	-	60.18	Sarasota County
Sarasota Co, FL	79	Jun-93	86	86	9.77	-	4.40	-	42.99	Sarasota County
Sarasota Co, FL	135	Jun-93	75	75	8.05	-	5.90	-	47.50	Sarasota County
Sarasota Co, FL	152	Jun-93	63	63	8.55	-	7.30	-	62.42	Sarasota County
Sarasota Co, FL	193	Jun-93	123	123	6.85	-	4.60	-	31.51	Sarasota County
Sarasota Co, FL	97	Jun-93	33	33	13.20	-	3.00	-	39.60	Sarasota County
Sarasota Co, FL	282	Jun-93	146	146	6.61	-	8.40	-	55.52	Sarasota County
Sarasota Co, FL	393	Jun-93	207	207	7.76	-	5.40	-	41.90	Sarasota County
Hernando Co, FL	76	May-96	148	148	10.01	9a-6p	4.85	-	48.55	Tindale Oliver
Hernando Co, FL	128	May-96	205	205	8.17	9a-6p	6.03	-	49.27	Tindale Oliver
Hernando Co, FL	232	May-96	182	182	7.24	9a-6p	5.04	-	36.49	Tindale Oliver
Hernando Co, FL	301	May-96	264	264	8.93	9a-6p	3.28	-	29.29	Tindale Oliver
Charlotte Co, FL	135	Oct-97	230	-	5.30	9a-5p	7.90	-	41.87	Tindale Oliver
Charlotte Co, FL	142	Oct-97	245	-	5.20	9a-5p	4.10	-	21.32	Tindale Oliver
Charlotte Co, FL	150	Oct-97	160	-	5.00	9a-5p	10.80	-	54.00	Tindale Oliver
Charlotte Co, FL	215	Oct-97	158	-	7.60	9a-5p	4.60	-	34.96	Tindale Oliver
Charlotte Co, FL	257	Oct-97	225	-	7.60	9a-5p	7.40	-	56.24	Tindale Oliver
Charlotte Co, FL	345	Oct-97	161	-	7.00	9a-5p	6.60	-	46.20	Tindale Oliver
Charlotte Co, FL	368	Oct-97	152	-	6.60	9a-5p	5.70	-	37.62	Tindale Oliver
Charlotte Co, FL	383	Oct-97	516	-	8.40	9a-5p	5.00	-	42.00	Tindale Oliver
Charlotte Co, FL	441	Oct-97	195	-	8.20	9a-5p	4.70	-	38.54	Tindale Oliver
Charlotte Co, FL	1,169	Oct-97	348	-	6.10	9a-5p	8.00	-	48.80	Tindale Oliver
Collier Co, FL	90	Dec-99	91	-	12.80	8a-6p	11.40	-	145.92	Tindale Oliver
Collier Co, FL	400	Dec-99	389	-	7.80	8a-6p	6.40	-	49.92	Tindale Oliver
Lake Co, FL	49	Apr-02	170	-	6.70	7a-6p	10.20	-	68.34	Tindale Oliver
Lake Co, FL	52	Apr-02	212	-	10.00	7a-6p	7.60	-	76.00	Tindale Oliver
Lake Co, FL	126	Apr-02	217	-	8.50	7a-6p	8.30	-	70.55	Tindale Oliver
Pasco Co, FL	55	Apr-02	133	-	6.80	8a-6p	8.12	-	55.22	Tindale Oliver
Pasco Co, FL	60	Apr-02	106	-	7.73	8a-6p	8.75	-	67.64	Tindale Oliver
Pasco Co, FL	70	Apr-02	188	-	7.80	8a-6p	6.03	-	47.03	Tindale Oliver
Pasco Co, FL	74	Apr-02	188	-	8.18	8a-6p	5.95	-	48.67	Tindale Oliver
Pasco Co, FL	189	Apr-02	261	-	7.46	8a-6p	8.99	-	67.07	Tindale Oliver
Marion Co, FL	102	Apr-02	167	-	8.02	7a-6p	5.10	-	40.90	Kimley-Horn & Associates
Marion Co, FL	105	Apr-02	169	-	7.23	7a-6p	7.22	-	52.20	Kimley-Horn & Associates
Marion Co, FL	124	Apr-02	170	-	6.04	7a-6p	7.29	-	44.03	Kimley-Horn & Associates
Marion Co, FL	132	Apr-02	171	-	7.87	7a-6p	7.00	-	55.09	Kimley-Horn & Associates
Marion Co, FL	133	Apr-02	209	-	8.04	7a-6p	4.92	-	39.56	Kimley-Horn & Associates
Citrus Co, FL	111	Oct-03	273	-	8.66	7a-6p	7.70	-	66.68	Tindale Oliver
Citrus Co, FL	231	Oct-03	155	-	5.71	7a-6p	4.82	-	27.52	Tindale Oliver
Citrus Co, FL	306	Oct-03	146	-	8.40	7a-6p	3.94	-	33.10	Tindale Oliver
Citrus Co, FL	364	Oct-03	345	-	7.20	7a-6p	9.14	-	65.81	Tindale Oliver
Citrus Co, FL	374	Oct-03	248	-	12.30	7a-6p	6.88	-	84.62	Tindale Oliver
Lake Co, FL	42	Dec-06	122	-	11.22	-	5.56	-	62.61	Tindale Oliver
Lake Co, FL	51	Dec-06	346	-	18.22	-	9.46	-	172.36	Tindale Oliver
Lake Co, FL	59	Dec-06	144	-	12.07	-	10.79	-	130.24	Tindale Oliver
Lake Co, FL	90	Dec-06	194	-	9.12	-	5.78	-	52.71	Tindale Oliver
Lake Co, FL	239	Dec-06	385	-	7.58	-	8.93	-	67.69	Tindale Oliver
Hernando Co, FL	232	Apr-07	516	-	8.02	7a-6p	8.16	-	65.44	Tindale Oliver
Hernando Co, FL	95	Apr-07	256	-	8.08	7a-6p	5.88	-	47.51	Tindale Oliver
Hernando Co, FL	90	Apr-07	338	-	7.13	7a-6p	5.86	-	41.78	Tindale Oliver
Hernando Co, FL	58	Apr-07	153	-	6.16	7a-6p	8.39	-	51.68	Tindale Oliver
Collier Co, FL	74	Mar-08	503	-	12.81	7a-6p	3.05	-	39.07	Tindale Oliver
Collier Co, FL	97	Mar-08	512	-	8.78	7a-6p	11.29	-	99.13	Tindale Oliver
Collier Co, FL	315	Mar-08	1,347	-	6.97	7a-6p	6.55	-	45.65	Tindale Oliver
Collier Co, FL	42	Mar-08	314	-	9.55	7a-6p	10.98	-	104.86	Tindale Oliver
Total Size	10,380	55	13,130	Average Trip Length: 6.83		Weighted Average Trip Length: 6.62		Weighted Average Trip Generation Rate: 7.81		

Table A-4

LUC 215: Single Family Attached Housing

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTM	Source
Hernando Co, FL	31	May-96	31	31	6.12	9a-6p	-	-	-	Tindale Oliver
Hernando Co, FL	128	May-96	198	198	6.47	9a-6p	-	-	-	Tindale Oliver
Pasco Co, FL	229	Apr-02	198	198	4.77	9a-6p	-	-	-	Tindale Oliver
Pasco Co, FL	248	Apr-02	353	353	4.24	9a-6p	-	-	-	Tindale Oliver
Total Size	636	4	780	Average Trip Length: -		Weighted Average Trip Length: -		Weighted Average Trip Generation Rate: 4.97		
ITE	2,640	22						ITE Average Trip Generation Rate: 7.20		
Blended total	3,276							Blend of FL Studies and ITE Average Trip Generation Rate: 6.77		

Table A-5

LUC 220/221/222: Multi-Family/Apartment

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTMT	Source
Sarasota Co, FL	212	Jun-93	42	42	5.78	-	5.20	-	30.06	Sarasota County
Sarasota Co, FL	243	Jun-93	36	36	5.84	-	-	-	-	Sarasota County
Marion Co, FL	214	Apr-02	175	175	6.84	-	4.61	-	31.53	Kimley-Horn & Associates
Marion Co, FL	240	Apr-02	174	174	6.96	-	3.43	-	23.87	Kimley-Horn & Associates
Marion Co, FL	288	Apr-02	175	175	5.66	-	5.55	-	31.41	Kimley-Horn & Associates
Marion Co, FL	480	Apr-02	175	175	5.73	-	6.88	-	39.42	Kimley-Horn & Associates
Marion Co, FL	500	Apr-02	170	170	5.46	-	5.94	-	32.43	Kimley-Horn & Associates
Lake Co, FL	250	Dec-06	135	135	6.71	-	5.33	-	35.76	Tindale Oliver
Lake Co, FL	157	Dec-06	265	265	13.97	-	2.62	-	36.60	Tindale Oliver
Lake Co, FL	169	Dec-06	212	-	8.09	-	6.00	-	48.54	Tindale Oliver
Lake Co, FL	226	Dec-06	301	-	6.74	-	2.17	-	14.63	Tindale Oliver
Hernando Co, FL	312	Apr-07	456	-	4.09	-	5.95	-	24.34	Tindale Oliver
Hernando Co, FL	176	Apr-07	332	-	5.38	-	5.24	-	28.19	Tindale Oliver
Total Size	3,467		13	2,648						
							Average Trip Length:	4.91		
							Weighted Average Trip Length:	5.21		

Table A-6

Land Use 240: Mobile Home Park

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTMT	Source
Marion Co, FL	67	Jul-91	22	22	5.40	48hrs.	2.29	-	12.37	Tindale Oliver
Marion Co, FL	82	Jul-91	58	58	10.80	24hr.	3.72	-	40.18	Tindale Oliver
Marion Co, FL	137	Jul-91	22	22	3.10	24hr.	4.88	-	15.13	Tindale Oliver
Sarasota Co, FL	996	Jun-93	181	181	4.19	-	4.40	-	18.44	Sarasota County
Sarasota Co, FL	235	Jun-93	100	100	3.51	-	5.10	-	17.90	Sarasota County
Marion Co, FL	188	Apr-02	147	-	3.51	24hr.	5.48	-	19.23	Kimley-Horn & Associates
Marion Co, FL	227	Apr-02	173	-	2.76	24hr.	8.80	-	24.29	Kimley-Horn & Associates
Marion Co, FL	297	Apr-02	175	-	4.78	24hr.	4.76	-	22.75	Kimley-Horn & Associates
Hernando Co, FL	1,892	May-96	425	425	4.13	9a-6p	4.13	-	17.06	Tindale Oliver
Total Size	4,121		9	1,303						
							Average Trip Length:	4.84		
							Weighted Average Trip Length:	4.60		

Weighted Average Trip Generation Rate: 4.17

Table A-7

Land Use 251: Senior Adult Housing - Detached

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTMT	Source
Lakeland, FL	67	3/28-4/2/90	26	24	3.50	9am-4pm	2.44	-	8.54	Tindale Oliver
Marion Co, FL	778	Apr-02	175	-	2.96	24hr.	3.49	-	10.33	Kimley-Horn & Associates
Marion Co, FL	877	Apr-02	209	-	2.91	24hr.	5.90	-	17.17	Kimley-Horn & Associates
Marion Co, FL	1,054	Apr-02	173	-	3.65	24hr.	6.00	-	21.90	Kimley-Horn & Associates
Marion Co, FL	3,076	Apr-02	198	-	2.63	24hr.	5.16	-	13.57	Kimley-Horn & Associates
Marion Co, FL	3,625	Apr-02	164	-	2.50	24hr.	5.83	-	14.58	Kimley-Horn & Associates
Total Size	9,477		6	945						
ITE	9,690		15							
Blended total	19,167									
							Average Trip Length:	4.80		
							Weighted Average Trip Length:	5.42		

Weighted Average Trip Generation Rate: 2.75
ITE Average Trip Generation Rate: 4.31
Blend of FL Studies and ITE Average Trip Generation Rate: 3.54

Table A-8

Land Use 252: Senior Adult Housing - Attached

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTMT	Source
Sun City Center, FL	208	Oct-91	726	726	2.46	24hr.	-	-	-	Tindale Oliver
Total Size	208		1							
ITE	432		6							
Blended total	640									
							Average Trip Length:	-		
							Weighted Average Trip Length:	-		

Weighted Average Trip Generation Rate: 2.46
ITE Average Trip Generation Rate: 3.24
Blend of FL Studies and ITE Average Trip Generation Rate: 2.99

Table A-9

Land Use 253: Congregate Care Facility

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTMT	Source
Pinellas Park, FL	72	Aug-89	25	19	3.50	9am-5pm	2.20	79.0	7.70	Tindale Oliver
Palm Harbor, FL	200	Oct-89	58	40	-	9am-5pm	3.40	69.0	-	Tindale Oliver
Total Size	272		2	83						
ITE	720		4							
Blended total	992									
							Average Trip Length:	2.80		
							Weighted Average Trip Length:	3.08		

Weighted Percent New Trip Average: 71.6

Table A-10

Land Use 310: Hotel

Location	Size (Rooms)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	174	Aug-89	134	106	12.50	7-11a/3-7p	6.30	79.0	62.21	Tindale Oliver
Pinellas Co, FL	114	Oct-89	30	14	7.30	12-7p	6.20	47.0	21.27	Tindale Oliver
Orange Co, FL	123	1997	-	-	6.32	-	-	-	-	Orange County
Orange Co, FL	120	1997	-	-	5.27	-	-	-	-	Orange County
Orange Co, FL	146	1997	-	-	7.61	-	-	-	-	Orange County
Orange Co, FL	252	1997	-	-	5.63	-	-	-	-	Orange County
Orange Co, FL	172	1997	-	-	6.36	-	-	-	-	Orange County
Orange Co, FL	170	1997	-	-	6.06	-	-	-	-	Orange County
Orange Co, FL	128	1997	-	-	6.10	-	-	-	-	Orange County
Orange Co, FL	200	1997	-	-	4.56	-	-	-	-	Orange County
Orange Co, FL	112	1998	-	-	2.78	-	-	-	-	Orange County
Orange Co, FL	130	1998	-	-	9.12	-	-	-	-	Orange County
Orange Co, FL	106	1998	-	-	7.34	-	-	-	-	Orange County
Orange Co, FL	98	1998	-	-	7.32	-	-	-	-	Orange County
Orange Co, FL	120	1998	-	-	5.57	-	-	-	-	Orange County
Orange Co, FL	70	1999	-	-	1.85	-	-	-	-	Orange County
Orange Co, FL	123	1999	-	-	4.81	-	-	-	-	Orange County
Orange Co, FL	123	1999	-	-	3.70	-	-	-	-	Orange County
Orange Co, FL	211	2000	-	-	2.23	-	-	-	-	Orange County
Orange Co, FL	144	2000	-	-	7.32	-	-	-	-	Orange County
Orange Co, FL	105	2001	-	-	5.25	-	-	-	-	Orange County
Orange Co, FL	891	2005	-	-	5.69	-	-	-	-	Orange County
Orange Co, FL	1,584	2005	-	-	5.88	-	-	-	-	Orange County
Orange Co, FL	210	2006	-	-	4.88	-	-	-	-	Orange County
Orange Co, FL	1,499	2006	-	-	4.69	-	-	-	-	Orange County
Orange Co, FL	144	-	-	-	4.74	-	-	-	-	Orange County
Orange Co, FL	148	-	-	-	7.61	-	-	-	-	Orange County
Orange Co, FL	160	-	-	-	6.19	-	-	-	-	Orange County
Orange Co, FL	130	-	-	-	4.29	-	-	-	-	Orange County
Orange Co, FL	130	-	-	-	3.40	-	-	-	-	Orange County
Orange Co, FL	144	-	-	-	7.66	-	-	-	-	Orange County
Orange Co, FL	100	-	-	-	7.37	-	-	-	-	Orange County
Orange Co, FL	190	-	-	-	4.71	-	-	-	-	Orange County
Orange Co, FL	1,501	2011	-	-	3.50	-	-	-	-	Tindale Oliver
Orange Co, FL	174	2011	-	-	7.03	-	-	-	-	Tindale Oliver
Orange Co, FL	238	2014	-	-	4.05	-	-	-	-	Tindale Oliver
Total Size	10,184	36	164	Average Trip Length: 6.25						
ITE	1,036	7		Weighted Average Trip Length: 6.26						
Blended total	11,220			Weighted Percent New Trip Average:				66.3		

Table A-11

Land Use 320: Motel

Location	Size (Rooms)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	48	Oct-89	46	24	-	10a-2p	2.80	65.0	-	Tindale Oliver
Pinellas Co, FL	54	Oct-89	32	22	-	12p-7p	3.80	69.0	-	Tindale Oliver
Pinellas Co, FL	120	Oct-89	26	22	-	2p-7p	5.20	84.6	-	Tindale Oliver
Total Size	222	3	104	Average Trip Length: 3.93						
ITE	654	6		Weighted Average Trip Length: 4.34						
Weighted Percent New Trip Average:								76.6		

Table A-12

Land Use 445: Movie Theater

Location	Size (Screens)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	8	Oct-89	151	116	113.10	2p-8p	2.70	77.0	235.13	Tindale Oliver
Pinellas Co, FL	12	Sep-89	122	116	63.40	2p-8p	1.90	95.0	114.44	Tindale Oliver
Total Size	20	2	273	Average Trip Length:		2.30				
				Weighted Average Trip Length:		2.22				
Weighted Percent New Trip Average:								87.8		
Weighted Average Trip Generation Rate:								83.28		
ITE Average Trip Generation Rate:								220.00		
Blend of FL Studies and ITE Average Trip Generation Rate:								114.83		

Table A-13

Land Use 565: Day Care Center

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	5.6	Aug-89	94	66	66.99	7a-6p	1.90	70.0	89.10	Tindale Oliver
Pinellas Co, FL	10.0	Sep-89	179	134	66.99	7a-6p	2.10	75.0	105.51	Tindale Oliver
Tampa, FL	-	Mar-86	28	25	-	-	2.60	89.0	-	Kimley-Horn & Associates
Total Size	15.6	3	301	Average Trip Length:			2.20			
ITE	135.0	27		Weighted Average Trip Length:			2.03			
Blended total	150.6			Weighted Percent New Trip Average:			73.2			
								Weighted Average Trip Generation Rate:		66.99
								ITE Average Trip Generation Rate:		47.62
								Blend of FL Studies and ITE Average Trip Generation Rate:		49.63

Table A-14

Land Use 620: Nursing Home

Location	Size (Beds)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTM	Source
Lakeland, FL	120	Mar-90	74	66	2.86	11a-4p	2.59	89.0	6.59	Tindale Oliver
		1	74							
							Average Trip Length:	2.59		
							Weighted Average Trip Length:	2.59		
							Weighted Percent New Trip Average:			89.0
							Weighted Average Trip Generation Rate:			2.86
							ITE Average Trip Generation Rate:			3.06
							Blend of FL Studies and ITE Average Trip Generation Rate:			3.02

Table A-15

Land Use 640: Animal Hospital/Veterinary Clinic

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTM	Source
St. Petersburg, FL	4.0	-	-	-	21.50	-	-	-	-	Tindale Oliver
Clearwater, FL	3.0	Sep-89	-	-	44.00	-	1.90	70.0	-	Tindale Oliver
Clearwater, FL	2.0	Aug-89	-	-	-	-	1.90	70.0	-	Tindale Oliver
Total Size	7.0		3	0						
ITE	18.0		6							
	25.0									
							Average Trip Length:	1.90		
							Weighted Average Trip Length:	1.90		
							Weighted Percent New Trip Average:			70.0
							Weighted Average Trip Generation Rate:			31.14
							ITE Average Trip Generation Rate:			21.50
							Blend of FL Studies and ITE Average Trip Generation Rate:			24.20

Table A-16

Land Use 710: General Office Building

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTM	Source
Sarasota Co, FL	14.3	Jun-93	14	14	46.85	-	11.30	-	529.41	Sarasota County
Gwinnett Co, GA	98.0	Dec-92	-	-	4.30	-	5.40	-	-	Street Smarts
Gwinnett Co, GA	180.0	Dec-92	-	-	3.60	-	5.90	-	-	Street Smarts
Pinellas Co, FL	187.0	Oct-89	431	388	18.49	7a-5p	6.30	90.0	104.84	Tindale Oliver
St. Petersburg, FL	262.8	Sep-89	291	274	-	7a-5p	3.40	94.0	-	Tindale Oliver
		5	736							
							Average Trip Length:	6.46		
							Weighted Average Trip Length:	5.15		
							Weighted Percent New Trip Average:			92.3

Table A-17

LUC 720: Small Medical/Dental Office Building: 10,000 sf or Less

Site	Size (1,000 sf)	Tues., Jan 11		Wedn., Jan 12		Thur., Jan 13		TOTAL		AVERAGE		AVERAGE (per 1,000 sf)		
		IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	TOTAL
Site 1	2.100	35	35	22	22	13	13	70	70	23.33	23.33	11.11	11.11	22.22
Site 2	3.000	40	40	52	52	53	53	145	145	48.33	48.33	16.11	16.11	32.22
Site 3	2.000	28	28	19	21	24	26	71	75	23.67	25.00	11.84	12.50	24.34
Site 4	1.000	30	30	52	52	57	57	139	139	46.33	46.33	46.33	46.33	92.66
Site 5	3.024	31	32	43	43	24	24	98	99	32.67	33.00	10.80	10.91	21.71
Site 6	1.860	22	24	19	17	11	11	52	52	17.33	17.33	9.32	9.32	18.64
Average												17.59	17.71	35.30
Average (excluding Site 4)												11.84	11.99	23.83

Table A-18

Land Use 720: Medical-Dental Office Building

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTM	Source
Tampa, FL	-	Mar-86	33	26	-	-	6.00	79.0	-	Kimley-Horn & Associates
Palm Harbor, FL	14.6	Oct-89	104	76	33.98	9a-5p	6.30	73.0	156.27	Tindale Oliver
St. Petersburg, FL	-	Nov-89	34	30	57.20	9a-4p	1.20	88.0	-	Tindale Oliver
Hernando Co, FL	58.4	May-96	390	349	28.52	9a-6p	6.47	89.5	165.09	Tindale Oliver
Hernando Co, FL	28.0	May-96	202	189	49.75	9a-6p	6.06	93.8	282.64	Tindale Oliver
Charlotte Co, FL	11.0	Oct-97	-	186	49.50	9a-5p	4.60	92.1	209.67	Tindale Oliver
Charlotte Co, FL	28.0	Oct-97	-	186	31.00	9a-5p	3.60	81.6	91.04	Tindale Oliver
Charlotte Co, FL	30.4	Oct-97	-	324	39.80	9a-5p	3.30	83.5	109.68	Tindale Oliver
Citrus Co, FL	38.9	Oct-03	-	168	32.26	8-6p	6.80	97.1	213.03	Tindale Oliver
Citrus Co, FL	10.0	Nov-03	-	340	40.56	8-630p	6.20	92.4	232.33	Tindale Oliver
Citrus Co, FL	5.3	Dec-03	-	20	29.36	8-5p	5.25	95.2	146.78	Tindale Oliver
Orange Co, FL	50.6	2009	-	-	26.72	-	-	-	-	Orange County
Orange Co, FL	23.5	2010	-	-	16.58	-	-	-	-	Tindale Oliver
		13	763							
							Average Trip Length:	5.07		
							Weighted Average Trip Length:	5.55		
							Weighted Percent New Trip Average:			88.9

Table A-19

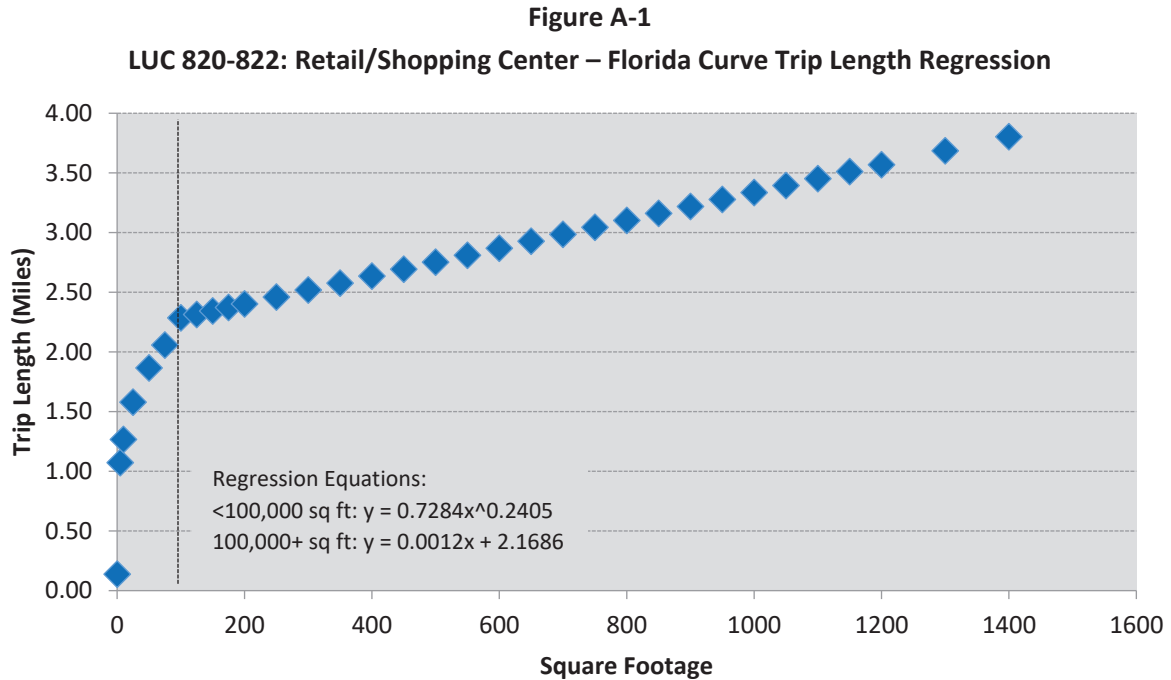
Land Use 770: Business Park

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTMT	Source
Collier Co, FL	14.1	May-99	-	55	33.48	8a-6p	3.60	72.7	87.62	Tindale Oliver
Collier Co, FL	66.0	May-99	-	43	11.53	8a-6p	5.70	79.0	51.92	Tindale Oliver
Collier Co, FL	211.1	May-99	-	284	17.91	8a-6p	5.40	93.0	89.94	Tindale Oliver
Total Size	291.2		3							
ITE	6,288.0		16							
Blended total	6,579.2									
							Average Trip Length:	4.90		
							Weighted Average Trip Length:	5.38		
							Weighted Percent New Trip Average:			88.8
							Weighted Average Trip Generation Rate:			17.22
							ITE Average Trip Generation Rate:			12.44
							Blend of FL Studies and ITE Average Trip Generation Rate:			12.65

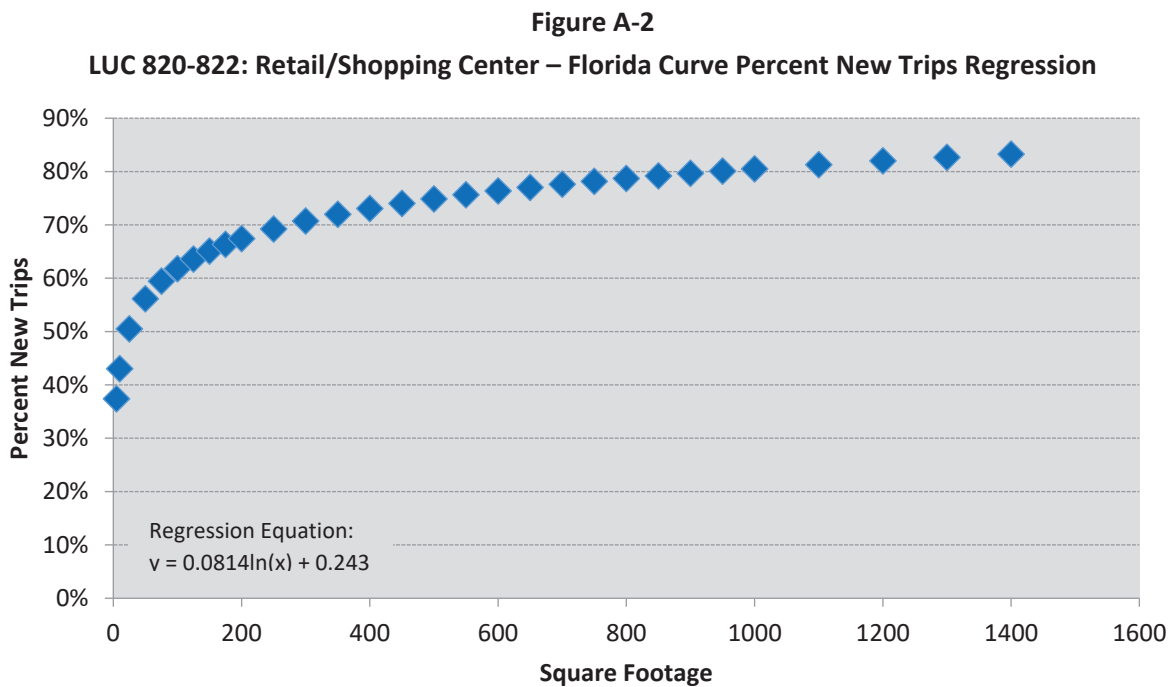
Table A-20

Land Use 820/821/822: Retail/Shopping Center

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTMT	Source
Tampa, FL	-	Mar-86	527	348	-	-	-	66.0	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	170	-	-	-	1.70	-	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	354	269	-	-	-	76.0	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	144	-	-	-	2.50	-	-	Kimley-Horn & Associates
St. Petersburg, FL	1,192.0	Aug-89	384	298	-	11a-7p	3.60	78.0	-	Tindale Oliver
St. Petersburg, FL	132.3	Sep-89	400	368	77.00	10a-7p	1.80	92.0	127.51	Tindale Oliver
Largo, FL	425.0	Aug-89	160	120	26.73	10a-6p	2.30	75.0	46.11	Tindale Oliver
Dunedin, FL	80.5	Sep-89	276	210	81.48	9a-5p	1.40	76.0	86.69	Tindale Oliver
Pinellas Park, FL	696.0	Sep-89	485	388	-	9a-6p	3.20	80.0	-	Tindale Oliver
Seminole, FL	425.0	Oct-89	674	586	-	-	-	87.0	-	Tindale Oliver
Hillsborough Co, FL	134.0	Jul-91	-	-	-	-	1.30	74.0	-	Tindale Oliver
Hillsborough Co, FL	151.0	Jul-91	-	-	-	-	1.30	73.0	-	Tindale Oliver
Collier Co, FL	-	Aug-91	68	64	-	-	3.33	94.1	-	Tindale Oliver
Collier Co, FL	-	Aug-91	208	154	-	-	2.64	74.0	-	Tindale Oliver
Sarasota/Bradenton, FL	109.0	Sep-92	300	185	-	12a-6p	-	61.6	-	King Engineering Associates, Inc.
Ocala, FL	133.4	Sep-92	300	192	-	12a-6p	-	64.0	-	King Engineering Associates, Inc.
Sarasota Co, FL	110.0	Jun-93	58	58	122.14	-	3.20	-	-	Sarasota County
Sarasota Co, FL	146.1	Jun-93	65	65	51.53	-	2.80	-	-	Sarasota County
Sarasota Co, FL	157.5	Jun-93	57	57	79.79	-	3.40	-	-	Sarasota County
Sarasota Co, FL	191.0	Jun-93	62	62	66.79	-	5.90	-	-	Sarasota County
Hernando Co, FL	107.8	May-96	608	331	77.60	9a-6p	4.68	54.5	197.85	Tindale Oliver
Charlotte Co, FL	88.0	Oct-97	-	-	73.50	9a-5p	1.80	57.1	75.56	Tindale Oliver
Charlotte Co, FL	191.9	Oct-97	-	-	72.00	9a-5p	2.40	50.9	87.97	Tindale Oliver
Charlotte Co, FL	51.3	Oct-97	-	-	43.00	9a-5p	2.70	51.8	60.08	Tindale Oliver
Lake Co, FL	67.8	Apr-01	246	177	102.60	-	3.40	71.2	248.37	Tindale Oliver
Lake Co, FL	72.3	Apr-01	444	376	65.30	-	4.50	59.0	173.37	Tindale Oliver
Pasco Co, FL	65.6	Apr-02	222	-	145.64	9a-5p	1.46	46.9	99.62	Tindale Oliver
Pasco Co, FL	75.8	Apr-02	134	-	38.23	9a-5p	2.36	58.2	52.52	Tindale Oliver
Citrus Co, FL	185.0	Oct-03	-	784	55.84	8a-6p	2.40	88.1	118.05	Tindale Oliver
Citrus Co, FL	91.3	Nov-03	-	390	54.50	8a-6p	1.60	88.0	76.77	Tindale Oliver
							Average Trip Length:	2.71		



Source: Regression analysis based on FL Studies data for LUC 820-822. This curve, along with the average development size presented in the ITE 11th Edition Handbook, was used to estimate the trip length for retail land uses



Source: Regression analysis based on FL Studies data for LUC 820-822. This curve, along with the average development size presented in the ITE 11th Edition Handbook, was used to estimate the percent new trips for retail land uses

Table A-21

Land Use 840/841: New/Used Automobile Sales

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTMT	Source
St.Petersburg, FL	43.0	Oct-89	152	120	-	9a-5p	4.70	79.0	-	Tindale Oliver
Clearwater, FL	43.0	Oct-89	136	106	29.40	9a-5p	4.50	78.0	103.19	Tindale Oliver
Orange Co, FL	13.8	1997	-	-	35.75	-	-	-	-	Orange County
Orange Co, FL	34.4	1998	-	-	23.45	-	-	-	-	Orange County
Orange Co, FL	66.3	2001	-	-	28.50	-	-	-	-	Orange County
Orange Co, FL	39.1	2002	-	-	10.48	-	-	-	-	Orange County
Orange Co, FL	116.7	2003	-	-	22.18	-	-	-	-	Orange County
Orange Co, FL	51.7	2007	-	-	40.34	-	-	-	-	L-TEC
Orange Co, FL	36.6	-	-	-	15.17	-	-	-	-	Orange County
Orange Co, FL	216.4	2008	-	-	13.45	-	-	-	-	Orange County
Total Size	618.0		10	288	Average Trip Length: 4.60					
ITE (840)	648.0		18		Weighted Average Trip Length: 4.60					
ITE (841)	28.0		14		Weighted Percent New Trip Average: 78.5					
Blended total	1,294.0				Weighted Average Trip Generation Rate: 21.04					
					ITE Average Trip Generation Rate (LUC 840): 27.84					
					ITE Average Trip Generation Rate (LUC 841): 27.06					
					Blend of FL Studies and ITE Average Trip Generation Rate: 24.58					

Table A-22

Land Use 850: Supermarket

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTMT	Source
Palm Harbor, FL	62.0	Aug-89	163	62	106.26	9a-4p	2.08	56.0	123.77	Tindale Oliver
Total Size	62.0		1	163	Average Trip Length: 2.08					
ITE	1,144.0		22		Weighted Average Trip Length: 2.08					
Blended total	1,206.0				Weighted Percent New Trip Average: 56.0					
					Weighted Average Trip Generation Rate: 106.26					
					ITE Average Trip Generation Rate: 93.84					
					Blend of FL Studies and ITE Average Trip Generation Rate: 94.48					

Table A-23

Land Use 880/881: Pharmacy with and without Drive-Through Window

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTMT	Source
Pasco Co, FL	11.1	Apr-02	138	38	88.97	-	2.05	27.5	50.23	Tindale Oliver
Pasco Co, FL	12.0	Apr-02	212	90	122.16	-	2.04	42.5	105.79	Tindale Oliver
Pasco Co, FL	15.1	Apr-02	1192	54	97.96	-	2.13	28.1	58.69	Tindale Oliver
Total Size	38.2		3	1,542	Average Trip Length: 2.07					
ITE (LUC 880)	66.0		6		Weighted Average Trip Length: 2.08					
ITE (LUC 881)	208.0		16		Weighted Percent New Trip Average: 32.4					
Blended total	312.2				Average Trip Generation Rate: 103.03					
					ITE Average Trip Generation Rate (LUC 880): 90.08					
					ITE Average Trip Generation Rate (LUC 881): 108.40					
					Blend of FL Studies and ITE Average Trip Generation Rate: 103.86					

Table A-24

Land Use 890: Furniture Store

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTMT	Source
Largo, FL	15.0	7/28-30/92	64	34	-	-	4.63	52.5	-	Tindale Oliver
Tampa, FL	16.9	Jul-92	68	39	-	-	7.38	55.7	-	Tindale Oliver
Total Size	31.90		2	132	Average Trip Length: 6.01					
ITE	779.0		19		Weighted Average Trip Length: 6.09					
Blended total	810.90				Weighted Percent New Trip Average: 54.2					

Table A-25

Land Use 912: Bank/Savings w/Drive-Thru

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTMT	Source
Tampa, FL	-	Mar-86	77	-	-	-	2.40	-	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	211	-	-	-	-	54.0	-	Kimley-Horn & Associates
Clearwater, FL	0.4	Aug-89	113	52	-	9a-6p	5.20	46.0	-	Tindale Oliver
Largo, FL	2.0	Sep-89	129	94	-	-	1.60	73.0	-	Tindale Oliver
Seminole, FL	4.5	Oct-89	-	-	-	-	-	-	-	Tindale Oliver
Marion Co, FL	2.3	Jun-91	69	29	-	24hr.	1.33	42.0	-	Tindale Oliver
Marion Co, FL	3.1	Jun-91	47	32	-	24hr.	1.75	68.1	-	Tindale Oliver
Marion Co, FL	2.5	Jul-91	57	26	-	48hrs.	2.70	45.6	-	Tindale Oliver
Collier Co, FL	-	Aug-91	162	96	-	24hr.	0.88	59.3	-	Tindale Oliver
Collier Co, FL	-	Aug-91	116	54	-	-	1.58	46.6	-	Tindale Oliver
Collier Co, FL	-	Aug-91	142	68	-	-	2.08	47.9	-	Tindale Oliver
Hernando Co, FL	5.4	May-96	164	41	-	9a-6p	2.77	24.7	-	Tindale Oliver
Marion Co, FL	2.4	Apr-02	70	-	-	24hr.	3.55	54.6	-	Kimley-Horn & Associates
Marion Co, FL	2.7	May-02	50	-	246.66	24hr.	2.66	40.5	265.44	Kimley-Horn & Associates
Total Size	25.2		14	1,407	Average Trip Length: 2.38					
ITE	114.0		19		Weighted Average Trip Length: 2.46					
Blended total	139.2				Weighted Percent New Trip Average: 46.2					
	116.7				Weighted Average Trip Generation Rate: 246.66					
					ITE Average Trip Generation Rate: 100.35					
					Blend of FL Studies and ITE Average Trip Generation Rate: 103.73					

Table A-26

Land Use 931: Fine Dining Restaurant

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	76	62	-	-	2.10	82.0	-	Kimley-Horn & Associates
St. Petersburg, FL	7.5	Oct-89	177	154	-	11a-2p/4-8p	3.50	87.0	-	Tindale Oliver
Clearwater, FL	8.0	Oct-89	60	40	110.63	10a-2p/5-9p	2.80	67.0	207.54	Tindale Oliver
Total Size	15.5	3	313	Average Trip Length:		2.80				
ITE	90.0	10		Weighted Average Trip Length:		3.14				
Blended total	105.5			Weighted Percent New Trip Average:		76.7				
	98.0			Weighted Average Trip Generation Rate:		110.63				
				ITE Average Trip Generation Rate:		83.84				
				Blend of FL Studies and ITE Average Trip Generation Rate:		86.03				

Table A-27

Land Use 934: Fast Food Restaurant with Drive-Through Window

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	61	-	-	-	2.70	-	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	306	-	-	-	-	65.0	-	Kimley-Horn & Associates
Pinellas Co, FL	2.20	Aug-89	81	48	502.80	11a-2p	1.70	59.0	504.31	Tindale Oliver
Pinellas Co, FL	4.30	Oct-89	456	260	660.40	1 day	2.30	57.0	865.78	Tindale Oliver
Tarpon Springs, FL	-	Oct-89	233	114	-	7a-7p	3.60	49.0	-	Tindale Oliver
Marion Co, FL	1.60	Jun-91	60	32	962.50	48hrs	0.91	53.3	466.84	Tindale Oliver
Marion Co, FL	4.00	Jun-91	75	46	625.00	48hrs	1.54	61.3	590.01	Tindale Oliver
Collier Co, FL	-	Aug-91	66	44	-	-	1.91	66.7	-	Tindale Oliver
Collier Co, FL	-	Aug-91	118	40	-	-	1.17	33.9	-	Tindale Oliver
Hernando Co, FL	5.43	May-96	136	82	311.83	9a-6p	1.68	60.2	315.27	Tindale Oliver
Hernando Co, FL	3.13	May-96	168	82	547.34	9a-6p	1.59	48.8	425.04	Tindale Oliver
Orange Co, FL	8.93	1996	-	-	377.00	-	-	-	-	Orange County
Lake Co, FL	2.20	Apr-01	376	252	934.30	-	2.50	74.6	1742.47	Tindale Oliver
Lake Co, FL	3.20	Apr-01	171	182	654.90	-	-	47.8	-	Tindale Oliver
Lake Co, FL	3.80	Apr-01	188	137	353.70	-	3.30	70.8	826.38	Tindale Oliver
Pasco Co, FL	2.66	Apr-02	100	46	283.12	9a-6p	-	46.0	-	Tindale Oliver
Pasco Co, FL	2.96	Apr-02	486	164	515.32	9a-6p	2.72	33.7	472.92	Tindale Oliver
Pasco Co, FL	4.42	Apr-02	168	120	759.24	9a-6p	1.89	71.4	1024.99	Tindale Oliver
Total Size	48.8	18	4,463	Average Trip Length:		2.11				
ITE	213.0	71		Weighted Average Trip Length:		2.05				

Table A-28

Land Use 942: Automobile Care Center

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	5.5	Sep-89	34	30	37.64	9a-5p	2.40	88.0	79.50	Tindale Oliver
Jacksonville, FL	2.3	2/3-4/90	124	94	-	9a-5p	3.07	76.0	-	Tindale Oliver
Jacksonville, FL	2.3	2/3-4/90	110	74	-	9a-5p	2.96	67.0	-	Tindale Oliver
Jacksonville, FL	2.4	2/3-4/90	132	87	-	9a-5p	2.32	66.0	-	Tindale Oliver
Lakeland, FL	5.2	Mar-90	24	14	-	9a-4p	1.36	59.0	-	Tindale Oliver
Lakeland, FL	-	Mar-90	54	42	-	9a-4p	2.44	78.0	-	Tindale Oliver
Orange Co, FL	25.0	Nov-92	41	39	-	2-6p	4.60	-	-	LCE, Inc.
Orange Co, FL	36.6	-	-	-	15.17	-	-	-	-	Orange County
Orange Co, FL	7.0	-	-	-	46.43	-	-	-	-	Orange County
Total Size	86.2	9	519	Average Trip Length:		2.74				
ITE	102.0	6		Weighted Average Trip Length:		3.62				
Blended total	188.2			Weighted Percent New Trip Average:		72.2				
	151.1			Weighted Average Trip Generation Rate:		22.14				
				ITE Average Trip Generation Rate (adjusted):		31.10				
				Blend of FL Studies and ITE Average Trip Generation Rate:		28.19				

Table A-29

Land Use 944: Gasoline/Service Station

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	0.6	Nov-89	70	14	-	8am-5pm	1.90	23.0	-	Tindale Oliver
Collier Co, FL	-	Aug-91	168	40	-	-	1.01	23.8	-	Tindale Oliver
Total Size	0.6	1	238	Average Trip Length:		1.46				
ITE (vfp)	144.0	18		Weighted Average Trip Length:		1.90				
				Weighted Percent New Trip Average:		23.0				

Land Use 945: Convenience Store/Gas Station - Mid-Size Blend

ITE	48	Conv. Store 2,000 to 3,999 sf:	265.12
ITE	5	Conv. Store 4,000 to 5,499 sf:	257.13
	53	Blend of ITE Average Trip Generation Rates for Convenience Store/Gas Station 2,000 to 5,499 sf:	264.38

Table A-30

Land Use 947: Self-Service Car Wash

Location	Size (Bays)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	10	Nov-89	111	84	-	8am-5pm	2.00	76.0	-	Tindale Oliver
Clearwater, FL	-	Nov-89	177	108	-	10am-5pm	1.30	61.0	-	Tindale Oliver
Collier Co, FL	11	Dec-09	304	-	30.24	-	2.50	57.0	-	Tindale Oliver
Collier Co, FL	8	Jan-09	186	-	22.75	-	1.96	72.0	-	Tindale Oliver
Total Size	29	4	778	Average Trip Length: 1.94						
Total Size (TGR)	19	2		Weighted Average Trip Length: 2.18						
ITE	5	1		Weighted Percent New Trip Average: 67.7						
Blended total	24			Weighted Average Trip Generation Rate: 27.09						
				ITE Average Trip Generation Rate: 108.00						
				Blend of FL Studies and ITE Average Trip Generation Rate: 43.94						

Single Family Residential Trip Generation Rate Tiering

As part of this study, the single family residential trip generation rate tiering was prepared. An analysis was completed on the comparative relationship between housing size and household travel behavior. This analysis utilized data from the 2022 National Household Travel Survey (NHTS) and the 2021 American Housing Survey (AHS) to examine overall trip-making characteristics of households in the United States.

Table A-31 presents that trip characteristics being utilized in the calculated transportation impact fee schedule for the single family (detached) land use. The 2022 NHTS database was used to assess average annual household vehicle miles of travel (VMT) for various annual household income levels. In addition, the 2021 AHS database was used to compare median annual family/household incomes with housing unit size. It is important to recognize that the use of the income variable in each of these databases is simply to provide a convenient linking mechanism between household VMT from the NHTS and housing unit size from the AHS.

Table A-31

Calculated Single Family Trip Characteristics

Calculated Values Excluding Tiering	Trip Rate	Assessable Trip Length	Daily VMT
Single Family (Detached)	7.81	7.61	59.43

Source: Appendix A, Table A-4; Trip length includes 15% adjustment factor

The results of the NHTS and AHS analyses are included in Tables A-32 and A-33. First, the data shown in Table A-32 indicates that the average income in the U.S. for families/households living in housing units between 1,501 and 2,499 sq ft in size (\$74,416) is higher than the overall average income for the U.S. (\$66,289). In Table A-33, annual average household VMT was calculated from the NHTS database for several different income levels and ranges related to the resulting AHS income data in Table A-32.

Table A-32
Annual Income by Housing Size

2021 AHS Average Income Data by Housing Size	Annual Income ⁽¹⁾
1,500 sf or less	\$51,697
1,501 to 2,499 sf	\$74,416
2,500 sf or more	\$90,699
Average of All Houses	\$66,289

Source: American Housing Survey for the United States in 2021

1) Weighted average of annual income for each tier

Table A-33
NHTS VMT Annual VMT by Income Category

2022 NHTS Travel Data by Annual HH Income	Annual VMT/HH	Days	Daily VMT	Ratio to Mean	Normalized to 1.055
Total (All Homes)	15,634	365	42.83	1.000	-
Average of \$51,697	13,594	365	37.24	0.869	0.824
Average of \$74,416	16,496	365	45.19	1.055	1.000
Average of \$90,699	18,138	365	49.69	1.160	1.100

Source: 2022 National Household Travel Survey Database, Federal Highway Administration

To calculate a corresponding trip rate for the new tiers it was necessary to rely on comparative ratios. As an example, consider the \$51,697 annual income category. First, it was determined that the average annual household VMT for this income level is 13,594 miles. This figure was then compared to the overall average annual VMT per household in the U.S. and normalized to the average of the \$74,416 (16,496 miles) category to derive a ratio of 0.824.

Next, the normalized ratio was applied to the daily VMT for the average single family housing unit size (1,500 sq ft or less) to generate a daily VMT of 48.97 for the tier, as shown in Table A-34. This daily VMT figure was then divided by the proposed assessable trip length of 7.61 miles to obtain a trip generation rate of 6.43 trips per day.

Table A-34
Trip Generation Rate by Single Family Land Use Tier

Estimation of Trip Rate by Tier	Trip Rate ⁽¹⁾	Assessable Trip Length ⁽²⁾	Daily VMT ⁽³⁾	Ratio to Mean ⁽⁴⁾
<i>Single Family (Detached)</i>				
1,500 sf or less	6.43	7.61	48.97	0.824
1,501 to 2,499 sf	7.81	7.61	59.43	1.000
2,500 sf or larger	8.59	7.61	65.37	1.100

1) Daily VMT (Item 3) divided by assessable trip length (Item 2) for each tier

2) Source: Table A-31

3) Ratio to the mean (Item 4) multiplied by the total daily VMT for the 1,501 to 2,499 sq tier

4) Source: Table A-33

Table A-35 illustrates the impact that the trip generation rate tiers for the single family (detached) land use have on the County's calculated transportation impact fee rate.

Table A-35
Net Impact Fee by Single Family Land Use Tier

Impact of Tiering on Fee Schedule	Trip Rate ⁽¹⁾	Assessable Trip Length ⁽²⁾	Daily VMT ⁽³⁾	Net Fee ⁽⁴⁾
<i>Single Family (Detached)</i>				
1,500 sf or less	6.43	7.61	48.97	\$4,388
1,501 to 2,499 sf	7.81	7.61	59.43	\$5,318
2,500 sf or larger	8.59	7.61	65.37	\$5,855

1) Source: Table A-34, Item 1

2) Source: Table A-31

3) Source: Table A-34, Item 3

4) Source: Appendix D, Table D-1

Trip Length Adjustment

Table A-36 details the base trip length, trip length data source, and the adjusted trip length value for each land use in the transportation impact fee schedule. As discussed previously, trip lengths for residential and hotel/motel land uses were increased by 15 percent and for non-residential land uses by 5 percent.

Table A-36
Trip Length Adjustment Calculation

ITE LUC	Land Use	Base Trip Length	Trip Length Source	Trip Length Adjustment Factor	Assessable Trip Length ⁽¹⁾
RESIDENTIAL:					
210	Single Family (Detached) - 1,500 sf or less	6.62	Appendix A, Table A-3	1.15	7.61
	Single Family (Detached) - 1,501 to 2,499 sf	6.62	Appendix A, Table A-3	1.15	7.61
	Single Family (Detached) - 2,500 sf and greater	6.62	Appendix A, Table A-3	1.15	7.61
215	Single Family (Attached)	6.62	Same as LUC 210	1.15	7.61
220	Multi-Family Housing (Low-Rise, 1-3 floors)	5.21	Appendix A, Table A-5	1.15	5.99
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	5.21	Appendix A, Table A-5	1.15	5.99
240	Mobile Home Park	4.60	Appendix A, Table A-6	1.15	5.29
251	Senior Adult Housing - Detached	5.42	Appendix A, Table A-7	1.15	6.23
252	Assisted Care Living Facility (ACLF)	4.34	Based on LUC 251 (adjusted) ⁽²⁾	1.15	4.99
LODGING:					
310	Hotel	6.26	Appendix A, Table A-10	1.15	7.20
320	Motel	4.34	Appendix A, Table A-11	1.15	4.99
RECREATION:					
411	Public Park	5.15	Same as LUC 710	1.05	5.41
416	RV Park/Campground	4.60	Same as LUC 240	1.05	4.83
420	Marina	6.62	Same as LUC 210	1.05	6.95
430	Golf Course	6.62	Same as LUC 210	1.05	6.95
445	Movie Theater	2.22	Appendix A, Table A-12	1.05	2.33
492	Racquet Club/Health Spa	5.15	Same as LUC 710	1.05	5.41
495	Recreational Community Center	5.15	Same as LUC 710	1.05	5.41
INSTITUTIONS:					
520	Elementary School (Private)	3.31	Based on LUC 210 (adjusted) ⁽³⁾	1.05	4.30
522	Middle School (Private)	3.31	Based on LUC 210 (adjusted) ⁽³⁾	1.05	4.30
525	High School (Private)	3.31	Based on LUC 210 (adjusted) ⁽³⁾	1.05	4.30
540	University/Junior College (7,500 or fewer students) (Private)	6.62	Same as LUC 210	1.05	6.95
550	University/Junior College (more than 7,500 students) (Private)	6.62	Same as LUC 210	1.05	6.95
560	Church	3.93	Midpoint of LUC 710 & LUC 820 (Table A-20)	1.05	4.13
565	Day Care Center	2.03	Appendix A, Table A-13	1.05	2.13
590	Library	6.62	Same as LUC 210	1.05	6.95
MEDICAL:					
610	Hospital	6.62	Same as LUC 210	1.05	6.95
620	Nursing Home	2.59	Appendix A, Table A-14	1.05	2.72
640	Animal Hospital/Veterinary Clinic	1.90	Appendix A, Table A-15	1.05	2.00
OFFICE:					
710	Office	5.15	Appendix A, Table A-16	1.05	5.41
720	Medical Office/Clinic	5.55	Appendix A, Table A-18	1.05	5.83
770	Business Park	5.38	Appendix A, Table A-19	1.05	5.65
RETAIL:					
822	Retail 6,000 sf gla or less	1.12	Appendix A: Fig. A-1 (6k sf gla)	1.05	1.18
822	Retail 6,001 to 40,000 sf gla	1.48	Appendix A: Fig. A-1 (19k sf gla)	1.05	1.55
821	Retail 40,001 to 150,000 sf gla	1.94	Appendix A: Fig. A-1 (59k sf gla)	1.05	2.04
820	Retail greater than 150,000 sf gla	2.80	Appendix A: Fig. A-1 (538k sf gla)	1.05	2.94
840/841	New/Used Auto Sales	4.60	Appendix A, Table A-21	1.05	4.83
850	Supermarket	2.08	Appendix A, Table A-22	1.05	2.18
862	Home Improvement Superstore	2.33	Appendix A: Fig. A-1 (135k sf gla)	1.05	2.45
880/881	Pharmacy/Drug Store with or w/o Drive-Thru	2.08	Appendix A, Table A-23	1.05	2.18
890	Furniture Store	6.09	Appendix A, Table A-24	1.05	6.39
SERVICES:					
911	Bank/Savings Walk-In	2.46	Same as LUC 912	1.05	2.58
912	Bank/Savings Drive-In	2.46	Appendix A, Table A-25	1.05	2.58
931	Restaurant	3.14	Appendix A, Table A-26	1.05	3.30
n/a	Small Local Restaurant	2.05	Same as LUC 934 (Table A-27)	1.05	2.15
941	Quick Lube	3.62	Same as LUC 942	1.05	3.80
942	Automobile Care Center	3.62	Appendix A, Table A-28	1.05	3.80
944	Gas Station w/Convenience Store <2,000 sq ft	1.90	Appendix A, Table A-29	1.05	2.00

Table A-36 (continued)
Trip Length Adjustment Calculation

ITE LUC	Land Use	Base Trip Length	Trip Length Source	Trip Length Adjustment Factor	Assessable Trip Length ⁽¹⁾
SERVICES:					
945	Gas Station w/Convenience Store 2,000 to 5,499 sq ft	1.90	Same as LUC 944	1.05	2.00
	Gas Station w/Convenience Store 5,500+ sq ft	1.90	Same as LUC 944	1.05	2.00
947	Self-Service Car Wash	2.18	Appendix A, Table A-30	1.05	2.29
948	Automated Car Wash	2.18	Same as LUC 947	1.05	2.29
INDUSTRIAL:					
110	General Light Industrial	5.15	Same as LUC 710	1.05	5.41
140	Manufacturing	5.15	Same as LUC 710	1.05	5.41
150	Warehousing	5.15	Same as LUC 710	1.05	5.41
151	Mini-Warehouse	3.51	Midpoint of LUC 710 & LUC 820 (<50k sq ft)	1.05	3.69
154	High-Cube Transload and Short-Term Warehouse	5.15	Same as LUC 710	1.05	5.41
n/a	Mine/Commercial Excavation	14.82	Collier County Mines TCS Study, 2009	1.05	15.56

- 1) Assessable trip length calculated as (Base Trip Length * Trip Length Adjustment Factor)
- 2) The trip length was based on LUC 251 base trip length (5.42) but adjusted by the ratio of the single family (LUC 210) base trip length (6.62) to the multi-family (LUC 220) base trip length (5.21). $\text{Adj} = 5.21 / 6.62 = 80\%$. $\text{TL} = 80\% \times 5.42 = 4.34$ (base TL)
- 3) The trip length for schools was estimated at 50% of the LUC 210 base trip length ($6.62 / 2 = 3.31$), based on travel demand modeling throughout Florida

Appendix B

Cost Component

Appendix B: Cost Component

This appendix presents detailed calculations for the cost component of the transportation impact fee update. Supporting data and estimates are provided for all cost variables, including:

- Design
- Right-of-Way
- Construction
- Construction Engineering/Inspection
- Roadway Capacity

Urban-Design vs. Rural-Design

Due to limited construction data for roadways with rural-design (open drainage) characteristics, the cost per lane mile for these types of roads was calculated using an adjustment factor. This factor was based on the rural-to-urban (curb & gutter) cost ratio from the most recent District 7 Long Range Estimates (LRE) provided by FDOT². As shown in **Table B-1**, the costs for rural-design roadway capacity expansion (new road construction or lane addition) is approximately **76 percent** of the construction costs for urban-design roadway improvements.

Table B-1
Urban/Rural-Design Cost Factor

Improvement	Construction Cost per Lane Mile		
	Open Drainage Rural Design	Curb & Gutter Urban Design	Ratio
0-2 Lanes	\$5,730,246	\$8,819,029	65%
0-4 Lanes	\$4,620,100	\$6,191,312	75%
0-6 Lanes	\$3,937,944	\$5,027,827	78%
2-4 Lanes	\$6,427,040	\$7,810,495	82%
4-6 Lanes	\$6,732,892	\$8,426,464	80%
Average	\$5,489,644	\$7,255,025	76%

Source: FDOT District 7 Long Range Estimates, 2024; this data was not available for FDOT District 5

² This data was not available for FDOT District 5

Design

County Roadways

The design cost factor for county roads is estimated as a percentage of the construction cost per lane mile. This factor is determined based on a review of design-to-construction cost ratios from local future improvements and from other jurisdictions throughout Florida. As shown in **Table B-2**, design cost estimates for local planned improvements range from one (1) percent to 38 percent with a weighted average of 11 percent. As shown in **Table B-3**, the design factors for other communities throughout Florida ranged from six (6) percent to 14 percent with a weighted average of 11 percent. For purposes of this study, the design cost for county roads is estimated at **11 percent** of the construction cost per lane mile.

State Roadways

Similar to the county roads, the design cost factor for state roads is estimated as a percentage of the construction cost per lane mile. As shown in **Table B-3**, the design factors obtained from other Florida jurisdictions ranged from 10 percent to 11 percent with a weighted average of 11 percent. The design cost for state roads is estimated at **11 percent** of the construction cost per lane mile for impact fee calculation purposes.

Table B-2

Design Cost Factor for County Roads – Planned Improvements in Marion County

Road	Scope	Improv.	Length	Lanes Added	Lane Miles Added	Design	Construction/ CEI	Construction Only	Design-to-Construction Ratio
EMERALD RD EXTENSION	From SE 92nd Loop to Florida Northern Railroad	New 2-Lane	1.80	2	3.60	\$200,000	\$15,117,800	\$13,757,198	1%
NW 49TH/35TH ST PH 3 (FKA 3A & 3B)	From NE 35th St to N End of Limerock Pit	New 4-Lane	3.40	4	13.60	\$501,871	\$27,329,248	\$24,869,616	2%
SW 90TH ST	From SW 60th Ave to 0.8 mi E of SW 60th Ave	New 2-Lane	0.80	2	1.60	\$450,000	\$2,500,000	\$2,275,000	20%
CR 484 WIDENING PH 1	From Marion Oaks Blvd to CR 475A	4 to 6 Lanes	1.80	2	3.60	\$2,500,000	\$12,540,000	\$11,411,400	22%
MARION OAKS MANOR EXTENSION PH 1	From SW 49th Ave to Marion Oaks Ln	Add 2 Lanes	3.00	2	6.00	\$3,243,095	\$15,300,000	\$13,923,000	23%
NE 35TH ST PH 2	From CR 200A to NE 25th Ave	Add 2 Lanes	1.20	2	2.40	\$200,000	\$6,000,000	\$5,460,000	4%
NE 35TH ST PH 3	From NE 25th Ave to NE 36th Ave	Add 2 Lanes	1.00	2	2.00	\$345,000	\$5,000,000	\$4,550,000	8%
NW 44TH AVE	From NW 63rd St to CR 326	Add 2 Lanes	1.40	2	2.80	\$840,000	\$8,200,000	\$7,462,000	11%
NW 60TH AVE EXTENSION	From US 27 to NW 49th St	New 4-Lane	0.90	4	3.60	\$720,000	\$7,000,000	\$6,370,000	11%
SW 38TH/40TH ST PH A	From SW 80th Ave to SW 60th Ave	Add 2 Lanes	1.90	2	3.80	\$3,265,019	\$20,000,000	\$18,200,000	18%
SW 38TH/40TH ST PH B	From SW 60th Ave to SW 43rd Ct	Add 2 Lanes	1.90	2	3.80	\$3,310,000	\$9,500,000	\$8,645,000	38%
SW 49TH AVE - NORTH	From Marion Oaks Trail to SW 95th St	New 4-Lane	3.40	4	13.60	\$1,700,000	\$36,000,000	\$32,760,000	5%
SW 80TH AVE - SEGMENT 1	From SW 90th St to 1/2 mi N of SW 38th St	Add 2 Lanes	4.50	2	9.00	\$3,174,630	\$24,350,000	\$22,158,500	14%
SW 80TH AVE - SEGMENT 2	From 0.5 mi N of SW 38th St to 0.25 mi S of SR 40	Add 2 Lanes	1.75	2	3.50	\$1,300,000	\$9,000,000	\$8,190,000	16%
CR 484 WIDENING PH 2	From CR 475A to CR 475	4 to 6 Lanes	2.00	2	4.00	\$800,000	\$9,600,000	\$8,736,000	9%
CR 484 WIDENING PH 3	From SR 200 to Marion Oaks Pass	Add 2 Lanes	5.30	2	10.60	\$4,242,400	\$45,000,000	\$40,950,000	10%
SE 92ND LOOP EXTENSION	From US Hwy 441 to SE 36th Ave	New 2-Lane	0.50	2	1.00	\$350,000	\$2,500,000	\$2,275,000	15%
NE 35TH ST PH 4	From NE 36th Ave to SR 40	Add 2 Lanes	2.60	2	5.20	\$1,300,000	\$13,000,000	\$11,830,000	11%
CR 475	From SE 32nd St to SE 59th St	Add 2 Lanes	1.90	2	3.80	\$1,320,000	\$13,200,000	\$12,012,000	11%
CR 35	From SR 40 to NE 35th St	Add 2 Lanes	0.40	2	0.80	\$500,000	\$3,900,000	\$3,549,000	14%
CR 42 WIDENING	From SE 36th Ave to US 301	Add 2 Lanes	2.75	2	5.50	\$1,650,000	\$13,750,000	\$12,512,500	13%
SW 60TH AVE	From SR 200 to N of US 27	4 to 6 Lanes	7.30	2	14.60	\$4,380,000	\$43,800,000	\$39,858,000	11%
SE 92ND LOOP	From US Hwy 441 to SR 35	Add 2 Lanes	1.60	2	3.20	\$984,000	\$8,200,000	\$7,462,000	13%
BANYAN RD EXTENSION	From Pecan Pass to Almond Rd	New 2-Lane	0.70	2	1.40	\$500,000	\$7,000,000	\$6,370,000	8%
CR 42 WIDENING	From CR 475 to SE 36th Ave	Add 2 Lanes	2.00	2	4.00	\$1,200,000	\$10,000,000	\$9,100,000	13%
SW 80TH ST	From SW 80th Ave to SR 200	Add 2 Lanes	1.50	2	3.00	\$900,000	\$9,000,000	\$8,190,000	11%
SE MARICAMP RD	From SE 31st St to Midway Rd	4 to 6 Lanes	4.40	2	8.80	\$3,062,000	\$38,276,000	\$34,831,160	9%
Total					138.80	\$42,938,015	\$415,063,048	\$377,707,374	11%

Source: Marion County

Table B-3

Design Cost Factor for County & State Roads – Other Florida Jurisdictions

Year	County	County Roadways (Cost per Lane Mile)			State Roadways (Cost per Lane Mile)		
		Design	Constr.	Design Ratio	Design	Constr.	Design Ratio
2014	Indian River	\$159,000	\$1,598,000	10%	\$196,000	\$1,776,000	11%
2015	Collier	\$270,000	\$2,700,000	10%	\$270,000	\$2,700,000	10%
2015	Brevard	\$242,000	\$2,023,000	12%	\$316,000	\$2,875,000	11%
2015	Sumter	\$210,000	\$2,100,000	10%	\$276,000	\$2,505,000	11%
2015	Marion	\$167,000	\$2,668,000	6%	\$227,000	\$2,060,000	11%
2015	Palm Beach	\$224,000	\$1,759,000	13%	\$333,000	\$3,029,000	11%
2017	St. Lucie	\$220,000	\$2,200,000	10%	\$341,000	\$3,100,000	11%
2017	Clay	\$239,000	\$2,385,000	10%	-	-	-
2019	Collier	\$385,000	\$3,500,000	11%	-	-	-
2019	Sumter	\$315,000	\$2,862,000	11%	\$370,000	\$3,365,000	11%
2020	Indian River	\$291,000	\$2,647,000	11%	\$395,000	\$3,593,000	11%
2020	Hillsborough	\$484,000	\$4,036,000	12%	\$486,000	\$4,421,000	11%
2020	Hernando	\$232,000	\$2,108,000	11%	\$348,000	\$3,163,000	11%
2021	Manatee	\$308,000	\$2,800,000	11%	-	-	-
2021	Flagler	\$258,000	\$2,582,000	10%	-	-	-
2022	Lake	\$215,000	\$2,145,000	10%	-	-	-
2022	Volusia	\$188,000	\$2,350,000	8%	-	-	-
2023	Manatee	\$546,000	\$3,900,000	14%	-	-	-
2024	Hendry	\$220,000	\$2,000,000	11%	\$440,000	\$4,000,000	11%
2024	St. Johns	\$257,000	\$2,573,000	10%	\$381,000	\$3,812,000	10%
Average		\$272,000	\$2,547,000	11%	\$337,000	\$3,108,000	11%

Source: Each respective jurisdiction

Right-of-Way

The ROW cost reflects the total cost of the acquisitions along a corridor that are necessary to have sufficient cross-section width to widen an existing road or, in the case of new construction, build a new road.

County Roadways

For impact fee purposes, the ROW cost for county roads is estimated as a percentage of the construction cost per lane mile. This factor was determined through a review of the ROW-to-construction cost ratios from estimates for future local improvements and from other jurisdictions throughout Florida.

As shown in **Table B-4**, estimated costs for local planned improvements indicate ROW cost ratios ranging from three (3) percent to 132 percent with a weighted average of 45 percent. As shown in **Table B-5**, the ROW-to-construction factors from other jurisdictions range from 10 percent to 60 percent with an average of 35 percent.

Based on a review of these data sets and discussions with Marion County staff, ROW costs were estimated at approximately **40 percent** of the construction costs. This midpoint considers the wide range of ROW cost ratios and provides a conservative estimate for the impact fee calculation.

State Roadways

Similar to county roads, the ROW cost for state roads was estimated as a percentage of the construction cost per lane mile. As shown in **Table B-5**, the ROW-to-construction factor for state roads in other jurisdictions ranged from 20 percent to 60 percent with a weighted average of 38 percent.

Based on a review of this data set and discussions with Marion County staff, it was estimated that the county roadway factor of **40 percent** of construction would also be representative of the ROW cost for state roads.

Table B-4
Right-of-Way Cost Factor for County Roads – Planned Improvements in Marion County

Road	Scope	Improv.	Length	Lanes Added	Lane Miles Added	ROW	Construction/ CEI	Construction Only	ROW-to-Construction Ratio
EMERALD RD EXTENSION	From SE 92nd Loop to Florida Northern Railroad	New 2-Lane	1.80	2	3.60	\$4,717,819	\$15,117,800	\$13,757,198	34%
NW 49TH/35TH ST PH 3 (FKA 3A & 3B)	From NE 35th St to N End of Limerock Pit	New 4-Lane	3.40	4	13.60	\$8,088,214	\$27,329,248	\$24,869,616	33%
SW 90TH ST	From SW 60th Ave to 0.8 mi E of SW 60th Ave	New 2-Lane	0.80	2	1.60	\$70,000	\$2,500,000	\$2,275,000	3%
CR 484 WIDENING PH 1	From Marion Oaks Blvd to CR 475A	4 to 6 Lanes	1.80	2	3.60	\$14,040,000	\$12,540,000	\$11,411,400	123%
MARION OAKS MANOR EXTENSION PH 1	From SW 49th Ave to Marion Oaks Ln	Add 2 Lanes	3.00	2	6.00	\$7,500,000	\$15,300,000	\$13,923,000	54%
NE 35TH ST PH 2	From CR 200A to NE 25th Ave	Add 2 Lanes	1.20	2	2.40	\$2,072,211	\$6,000,000	\$5,460,000	38%
NE 35TH ST PH 3	From NE 25th Ave to NE 36th Ave	Add 2 Lanes	1.00	2	2.00	\$3,500,000	\$5,000,000	\$4,550,000	77%
NW 44TH AVE	From NW 63rd St to CR 326	Add 2 Lanes	1.40	2	2.80	\$700,000	\$8,200,000	\$7,462,000	9%
NW 60TH AVE EXTENSION	From US 27 to NW 49th St	New 4-Lane	0.90	4	3.60	\$2,250,000	\$7,000,000	\$6,370,000	35%
SW 38TH/40TH ST PH A	From SW 80th Ave to SW 60th Ave	Add 2 Lanes	1.90	2	3.80	\$5,308,086	\$20,000,000	\$18,200,000	29%
SW 38TH/40TH ST PH B	From SW 60th Ave to SW 43rd Ct	Add 2 Lanes	1.90	2	3.80	\$6,390,000	\$9,500,000	\$8,645,000	74%
SW 49TH/40TH AVE PH 1	From SW 66th St to SW 42nd St	New 4-Lane	1.70	4	6.80	\$1,036,961	\$18,095,153	\$16,466,589	6%
SW 49TH AVE - NORTH	From Marion Oaks Trail to SW 95th St	New 4-Lane	3.40	4	13.60	\$11,898,513	\$36,000,000	\$32,760,000	36%
SW 80TH AVE - SEGMENT 1	From SW 90th St to 1/2 mi N of SW 38th St	Add 2 Lanes	4.50	2	9.00	\$6,091,140	\$24,350,000	\$22,158,500	27%
SW 80TH AVE - SEGMENT 2	From 0.5 mi N of SW 38th St to 0.25 mi S of SR 40	Add 2 Lanes	1.75	2	3.50	\$6,300,000	\$9,000,000	\$8,190,000	77%
NW 80TH/70TH AVE - SEGMENT 3	From SR 40 to US 27	Add 2 Lanes	3.76	2	7.52	\$7,462,578	\$24,087,055	\$21,919,220	34%
CR 484 WIDENING PH 2	From CR 475A to CR 475	4 to 6 Lanes	2.00	2	4.00	\$2,000,000	\$9,600,000	\$8,736,000	23%
CR 484 WIDENING PH 3	From SR 200 to Marion Oaks Pass	Add 2 Lanes	5.30	2	10.60	\$13,500,000	\$45,000,000	\$40,950,000	33%
SE 92ND LOOP EXTENSION	From US Hwy 441 to SE 36th Ave	New 2-Lane	0.50	2	1.00	\$3,000,000	\$2,500,000	\$2,275,000	132%
NE 35TH ST PH 4	From NE 36th Ave to SR 40	Add 2 Lanes	2.60	2	5.20	\$7,800,000	\$13,000,000	\$11,830,000	66%
CR 475	From SE 32nd St to SE 59th St	Add 2 Lanes	1.90	2	3.80	\$6,600,000	\$13,200,000	\$12,012,000	55%
CR 35	From SR 40 to NE 35th St	Add 2 Lanes	0.40	2	0.80	\$2,000,000	\$3,900,000	\$3,549,000	56%
CR 42 WIDENING	From SE 36th Ave to US 301	Add 2 Lanes	2.75	2	5.50	\$6,875,000	\$13,750,000	\$12,512,500	55%
SW 60TH AVE	From SR 200 to N of US 27	4 to 6 Lanes	7.30	2	14.60	\$26,280,000	\$43,800,000	\$39,858,000	66%
SE 92ND LOOP	From US Hwy 441 to SR 35	Add 2 Lanes	1.60	2	3.20	\$5,500,000	\$8,200,000	\$7,462,000	74%
BANYAN RD EXTENSION	From Pecan Pass to Almond Rd	New 2-Lane	0.70	2	1.40	\$5,000,000	\$7,000,000	\$6,370,000	78%
CR 42 WIDENING	From CR 475 to SE 36th Ave	Add 2 Lanes	2.00	2	4.00	\$5,000,000	\$10,000,000	\$9,100,000	55%
SW 80TH ST	From SW 80th Ave to SR 200	Add 2 Lanes	1.50	2	3.00	\$450,000	\$9,000,000	\$8,190,000	5%
SE MARICAMP RD	From SE 31st St to Midway Rd	4 to 6 Lanes	4.40	2	8.80	\$17,160,000	\$38,276,000	\$34,831,160	49%
Total					153.12	\$188,590,522	\$457,245,256	\$416,093,183	45%

Source: Marion County

Table B-5
ROW Cost Factor for County & State Roads – Other Florida Jurisdictions

Year	County	County Roadways (Cost per Lane Mile)				State Roadways (Cost per Lane Mile)		
		ROW	Constr.	ROW Ratio		ROW	Constr.	ROW Ratio
2014	Indian River	\$656,000	\$1,598,000	41%		\$781,000	\$1,776,000	44%
2015	Collier	\$863,000	\$2,700,000	32%		\$863,000	\$2,700,000	32%
2015	Brevard	\$708,000	\$2,023,000	35%		\$1,006,000	\$2,785,000	36%
2015	Sumter	\$945,000	\$2,100,000	45%		\$1,127,000	\$2,505,000	45%
2015	Marion	\$1,001,000	\$1,668,000	60%		\$1,236,000	\$2,060,000	60%
2015	Palm Beach	\$721,000	\$1,759,000	41%		\$1,333,000	\$3,029,000	44%
2017	St. Lucie	\$990,000	\$2,200,000	45%		\$1,395,000	\$3,100,000	45%
2017	Clay	\$954,000	\$2,385,000	40%		-	-	-
2018	Collier	\$1,208,000	\$3,500,000	35%		\$1,208,000	\$3,500,000	35%
2019	Sumter	\$1,202,000	\$2,862,000	42%		\$1,447,000	\$3,365,000	43%
2020	Indian River	\$529,000	\$2,647,000	20%		\$718,000	\$3,593,000	20%
2020	Hillsborough	\$1,448,000	\$2,897,000	50%		\$1,448,000	\$2,897,000	50%
2020	Hernando	\$844,000	\$2,108,000	40%		\$1,265,000	\$3,163,000	40%
2021	Manatee	\$1,120,000	\$2,800,000	40%		-	-	-
2021	Flagler	\$258,000	\$2,582,000	10%		-	-	-
2022	Lake	\$1,073,000	\$2,145,000	50%		-	-	-
2022	Volusia	\$470,000	\$2,350,000	20%		-	-	-
2023	Manatee	\$741,000	\$3,900,000	19%		-	-	-
2023	Marion	\$840,000	\$2,400,000	35%		\$1,190,000	\$3,400,000	35%
2024	Hendry	\$400,000	\$2,000,000	20%		\$800,000	\$4,000,000	20%
2024	St. Johns	\$900,000	\$2,573,000	35%		\$1,335,000	\$3,812,000	35%
Average		\$851,000	\$2,438,000	35%		\$1,143,000	\$3,046,000	38%

Source: Each respective jurisdiction

Construction

County Roads

The construction cost for county roads (curb & gutter, urban section design) was based on recent local projects, local estimates, and the cost of recent projects in other jurisdictions in Florida. A review of local construction cost data from recent years identified three improvements:

- SW 49th Ave (South Seg. A & E) from 0.7 miles S. of CR 484 to Marion Oaks Trail
- FL Crossroads Commerce Park Rd from S. terminus to Hwy 484
- CR 484 from Marion Oaks Pass to Marion Oaks Course

Costs for these local improvements ranged from \$1.2 million per lane mile to \$2.2 million per lane mile with a weighted average cost of \$1.5 million per lane mile, as shown in **Table B-6**. This figure increases to approximately \$2.4 million per lane mile when indexed, which is explained further later in this section.

Estimates for the planned projects in Marion County were also reviewed. As shown in **Table B-7**, these include 29 future improvements ranging from \$1.4 million per lane mile to \$4.8 million per lane mile with a weighted average construction cost of \$2.7 million per lane mile.

In addition to local improvements, a review of recently bid projects throughout Florida was conducted. As shown in **Table B-8**, a total of 46 projects from 15 different counties were identified with a weighted average cost of approximately \$3.6 million per lane mile (all improvements have urban-design characteristics). From this dataset, the counties that are more suburban/rural in nature (similar to Marion County) were separated. This subset of suburban/rural counties had a weighted average construction cost of \$3.0 million per lane mile. This subset was then furthered narrowed to only include improvements since 2020, which resulted in a construction cost to \$3.3 million per lane mile

Construction Indexing Analysis

In addition to the review of local and statewide roadway construction improvements, several cost indices were reviewed, including:

- Producer Price Index (PPI) for Highway & Street Construction
- National Highway Construction Cost Index

This review focused on the construction cost increases over the last five years (2020 to 2024), where many jurisdictions in Florida experienced a significant increase in roadway construction costs. These indices ranged from a 42 percent increase to a 66 percent increase, with an average of approximately **54 percent**. When applied to the local project costs from Table B-6, the average construction cost per lane mile increases from \$1.6 million to \$2.4 million per lane mile.

Based on a review of the local project costs, local cost estimates, and cost of statewide projects, a construction cost of **\$2.7 million per lane mile** for county roads (curb & gutter) was utilized in the impact fee calculations. This figure is slightly above the indexed local improvements but is consistent with the estimates for planned projects in Marion County and conservative compared to recent improvements throughout Florida, providing a reasonable estimate for impact fee calculation purposes.

Table B-6

Local Roadway Construction Costs – Recent County Road Improvements in Marion County

ID	On	From	To	Improvement	Bid Year	Length	Lanes Added	Lane Miles Added	Curb & Gutter vs Open Drainage	Construction/CEI Cost	Construction Cost	Construction Cost per Lane Mile	Construction Cost (Indexed) ⁽¹⁾	Construction Cost per Lane Mile
Recent Projects														
TIP077251	SW 49th Ave - South Seg. A & E	0.7 mi S of CR 484	Marion Oaks Tr	New 4-Ln Rd	FY 2020	1.38	4	5.52	Curb & Gutter	\$7,310,158	\$6,652,244	\$1,205,000	\$10,244,000	\$1,856,000
TIP077701	FL Crossroads Commerce Park Rd	S Terminus	Hwy 484	New 2-Ln Rd	FY 2020	1.10	2	2.20	Curb & Gutter	\$3,515,279	\$3,198,904	\$1,454,000	\$4,926,000	\$2,239,000
TIP077733	CR 484	Marion Oaks Pass	Marion Oaks Course	2 to 4 Lanes	FY 2020	1.50	2	3.00	Curb & Gutter	\$7,401,206	<u>\$6,735,097</u>	\$2,245,000	<u>\$10,372,000</u>	\$3,457,000
Total								10.72			\$16,586,245	\$1,547,000	\$25,542,000	\$2,383,000

Source: Marion County

1) Figures reflect 54% increase based on PPI, and NHCCI indices

Table B-7

Local Roadway Construction Costs – Planned Improvements in Marion County

Road	Scope	Improv.	Length	Lanes Added	Lane Miles Added	Construction/CEI	Construction Only	Constr. CpLM
EMERALD RD EXTENSION	From SE 92nd Loop to Florida Northern Railroad	New 2-Lane	1.80	2	3.60	\$15,117,800	\$13,757,198	\$3,821,444
NW 49TH/35TH ST PH 3 (FKA 3A & 3B)	From NE 35th St to N End of Limerock Pit	New 4-Lane	3.40	4	13.60	\$27,329,248	\$24,869,616	\$1,828,648
SW 90TH ST	From SW 60th Ave to 0.8 mi E of SW 60th Ave	New 2-Lane	0.80	2	1.60	\$2,500,000	\$2,275,000	\$1,421,875
CR 484 WIDENING PH 1	From Marion Oaks Blvd to CR 475A	4 to 6 Lanes	1.80	2	3.60	\$12,540,000	\$11,411,400	\$3,169,833
MARION OAKS MANOR EXTENSION PH 1	From SW 49th Ave to Marion Oaks Ln	Add 2 Lanes	3.00	2	6.00	\$15,300,000	\$13,923,000	\$2,320,500
NE 35TH ST PH 2	From CR 200A to NE 25th Ave	Add 2 Lanes	1.20	2	2.40	\$6,000,000	\$5,460,000	\$2,275,000
NE 35TH ST PH 3	From NE 25th Ave to NE 36th Ave	Add 2 Lanes	1.00	2	2.00	\$5,000,000	\$4,550,000	\$2,275,000
NW 44TH AVE	From NW 63rd St to CR 326	Add 2 Lanes	1.40	2	2.80	\$8,200,000	\$7,462,000	\$2,665,000
NW 60TH AVE EXTENSION	From US 27 to NW 49th St	New 4-Lane	0.90	4	3.60	\$7,000,000	\$6,370,000	\$1,769,444
SW 38TH/40TH ST PH A	From SW 80th Ave to SW 60th Ave	Add 2 Lanes	1.90	2	3.80	\$20,000,000	\$18,200,000	\$4,789,474
SW 38TH/40TH ST PH B	From SW 60th Ave to SW 43rd Ct	Add 2 Lanes	1.90	2	3.80	\$9,500,000	\$8,645,000	\$2,275,000
SW 49TH/40TH AVE PH 1	From SW 66th St to SW 42nd St	New 4-Lane	1.70	4	6.80	\$18,095,153	\$16,466,589	\$2,421,557
SW 49TH AVE - NORTH	From Marion Oaks Trail to SW 95th St	New 4-Lane	3.40	4	13.60	\$36,000,000	\$32,760,000	\$2,408,824
SW 80TH AVE - SEGMENT 1	From SW 90th St to 1/2 mi N of SW 38th St	Add 2 Lanes	4.50	2	9.00	\$24,350,000	\$22,158,500	\$2,462,056
SW 80TH AVE - SEGMENT 2	From 0.5 mi N of SW 38th St to 0.25 mi S of SR 40	Add 2 Lanes	1.75	2	3.50	\$9,000,000	\$8,190,000	\$2,340,000
NW 80TH/70TH AVE - SEGMENT 3	From SR 40 to US 27	Add 2 Lanes	3.76	2	7.52	\$24,087,055	\$21,919,220	\$2,914,790
CR 484 WIDENING PH 2	From CR 475A to CR 475	4 to 6 Lanes	2.00	2	4.00	\$9,600,000	\$8,736,000	\$2,184,000
CR 484 WIDENING PH 3	From SR 200 to Marion Oaks Pass	Add 2 Lanes	5.30	2	10.60	\$45,000,000	\$40,950,000	\$3,863,208
SE 92ND LOOP EXTENSION	From US Hwy 441 to SE 36th Ave	New 2-Lane	0.50	2	1.00	\$2,500,000	\$2,275,000	\$2,275,000
NE 35TH ST PH 4	From NE 36th Ave to SR 40	Add 2 Lanes	2.60	2	5.20	\$13,000,000	\$11,830,000	\$2,275,000
CR 475	From SE 32nd St to SE 59th St	Add 2 Lanes	1.90	2	3.80	\$13,200,000	\$12,012,000	\$3,161,053
CR 35	From SR 40 to NE 35th St	Add 2 Lanes	0.40	2	0.80	\$3,900,000	\$3,549,000	\$4,436,250
CR 42 WIDENING	From SE 36th Ave to US 301	Add 2 Lanes	2.75	2	5.50	\$13,750,000	\$12,512,500	\$2,275,000
SW 60TH AVE	From SR 200 to N of US 27	4 to 6 Lanes	7.30	2	14.60	\$43,800,000	\$39,858,000	\$2,730,000
SE 92ND LOOP	From US Hwy 441 to SR 35	Add 2 Lanes	1.60	2	3.20	\$8,200,000	\$7,462,000	\$2,331,875
BANYAN RD EXTENSION	From Pecan Pass to Almond Rd	New 2-Lane	0.70	2	1.40	\$7,000,000	\$6,370,000	\$4,550,000
CR 42 WIDENING	From CR 475 to SE 36th Ave	Add 2 Lanes	2.00	2	4.00	\$10,000,000	\$9,100,000	\$2,275,000
SW 80TH ST	From SW 80th Ave to SR 200	Add 2 Lanes	1.50	2	3.00	\$9,000,000	\$8,190,000	\$2,730,000
SE MARICAMP RD	From SE 31st St to Midway Rd	4 to 6 Lanes	4.40	2	8.80	\$38,276,000	\$34,831,160	\$3,958,086
Total					153.12	\$457,245,256	\$416,093,183	\$2,717,432

Source: Marion County

Table B-8

Construction Cost – County Road Improvements from Other Florida Jurisdictions

County	County Classification	District	Description	From	To	Year	Feature	Design	Length	Lanes Added	Lane Miles Added	Construction Cost	Construction Cost per Lane Mile
URBAN Counties; Curb & Gutter													
Orange	Urban	5	CR 535 Seg. F	Overstreet Rd	Fossick Rd	2014	2 to 4	Curb & Gutter	0.60	2	1.20	\$3,263,746	\$2,719,788
Hillsborough	Urban	7	Boyette Rd, Ph. III	Donneymoor Dr	Bell Shoals Rd	2014	2 to 4	Curb & Gutter	1.84	2	3.68	\$25,720,068	\$6,989,149
Orange	Urban	5	International Dr	Westwood Blvd	Westwood Blvd	2015	4 to 6	Curb & Gutter	2.20	2	4.40	\$16,775,875	\$3,812,699
Orange	Urban	5	Reams Rd	Delmar Ave	Taborfield Ave	2017	2 to 4	Curb & Gutter	0.36	2	0.72	\$3,409,584	\$4,735,533
Orange	Urban	5	Destination Pkwy 1B/2A	Tradeshow Blvd	Lake Cay	2017	2 to 4	Curb & Gutter	0.78	2	1.56	\$6,110,403	\$3,916,925
Hillsborough	Urban	7	Bruce B. Downs Blvd, Seg. A	Bearss Ave	Palm Springs Blvd	2017	4 to 8	Curb & Gutter	3.56	4	14.24	\$37,155,153	\$2,609,210
Hillsborough	Urban	7	Bruce B. Downs Blvd, Seg. D	Pebble Creek Dr	Pasco Co. Line	2018	4 to 8	Curb & Gutter	1.36	4	5.44	\$17,755,778	\$3,263,930
Hillsborough	Urban	7	CR 580 (Sam Allen Rd)	SR 39A (Paul Buchman Hwy)	Park Rd	2018	2 to 4	Curb & Gutter	2.00	2	4.00	\$23,200,000	\$5,800,000
Palm Beach	Urban	4	Roebuck Rd	Jog Rd	Haverhill Rd	2018	2 to 5	Curb & Gutter	1.03	3	3.10	\$5,154,028	\$1,662,590
Palm Beach	Urban	4	Lyons Rd	Clint Moore Rd	N of LWDD L-39 Canal	2018	2 to 4	Curb & Gutter	0.70	2	1.40	\$3,163,022	\$2,259,301
Orange	Urban	5	Holden Ave	John Young Pkwy	Orange Blossom Tr	2019	0/2 to 4	Curb & Gutter	1.24	2/4	3.50	\$8,798,771	\$5,371,077
Orange	Urban	5	Boggy Creek Rd N	South Access Rd	Wetherbee Rd	2019	2 to 4	Curb & Gutter	1.29	2	2.58	\$8,585,774	\$3,327,819
Palm Beach	Urban	4	Hood Rd	E. of FL Turnpike	W. of Central Blvd	2019	2 to 4	Curb & Gutter	0.95	2	1.90	\$12,686,954	\$6,677,344
Palm Beach	Urban	4	Silver Beach Rd	E. of Congress Ave	Old Dixie/Pre. Barack Obama Hwy	2019	2 to 3	Curb & Gutter	0.90	1	0.90	\$4,478,355	\$4,975,950
Hillsborough	Urban	7	19th Ave NE	US 41	US 301	2019	2 to 4	Curb & Gutter	6.08	2	12.16	\$67,919,173	\$5,585,458
Hillsborough	Urban	7	Big Bend Rd	US 41/Simmons Loop	Covington Gardens Dr/US Hwy 301	2019	4 to 6	Curb & Gutter	1.75	2	3.50	\$48,417,488	\$13,833,568
Total (2014-2023); Urban Counties ONLY									Count:	16	64.28	\$302,594,172	\$4,707,000
SUBURBAN/RURAL Counties; Curb & Gutter													
Collier	Suburban/Rural	1	Golden Gate Blvd	Wilson Blvd	Desoto Blvd	2014	2 to 4	Curb & Gutter	2.40	2	4.80	\$16,003,504	\$3,334,063
Brevard	Suburban/Rural	5	St. Johns Heritage Pkwy	SE of I-95 Intersection	US 192 (Space Coast Pkwy)	2014	0 to 2	Curb & Gutter	3.11	2	6.22	\$16,763,567	\$2,695,107
Sarasota	Suburban/Rural	1	Bee Ridge Rd	Mauna Loa Blvd	Iona Rd	2014	2 to 4	Curb & Gutter	2.68	2	5.36	\$14,066,523	\$2,624,351
St. Lucie	Suburban/Rural	4	W Midway Rd (CR 712)	Selwitz Rd	25th St	2014	2 to 4	Curb & Gutter	1.00	2	2.00	\$15,359,926	\$7,679,963
Lake	Suburban/Rural	5	N. Hancock Rd Ext.	Old 50	Gatewood Dr	2014	0/2 to 4	Curb & Gutter	1.50	2/4	5.00	\$8,185,574	\$1,637,115
Polk	Suburban/Rural	1	CR 655 & CR 559A	Pace Rd & N of CR 559A	N. of CR 559A & SR 599	2014	2 to 4	Curb & Gutter	2.60	2	5.20	\$10,793,552	\$2,075,683
Volusia	Suburban/Rural	5	Howland Blvd	Courtland Blvd	N. of SR 415	2014	2 to 4	Curb & Gutter	2.08	2	4.16	\$11,110,480	\$2,670,788
Polk	Suburban/Rural	1	Ernie Caldwell Blvd	Pine Tree Tr	US 17/92	2015	0 to 4	Curb & Gutter	2.41	4	9.64	\$19,535,391	\$2,026,493
Flagler	Suburban/Rural	5	Old Kings Rd Ext.	Forest Grove Dr	Matanzas Woods Pkwy	2015	0 to 4	Curb & Gutter	0.52	4	2.08	\$4,831,579	\$2,322,875
Manatee	Suburban/Rural	1	44th Ave E	15th St E	19th St Ct E	2015	2 to 4	Curb & Gutter	0.45	2	0.90	\$5,454,438	\$6,060,487
Hendry	Suburban/Rural	1	Helms Rd Ext.	SR 29	SR 80	2015	0 to 4	Curb & Gutter	2.60	4	10.40	\$14,678,000	\$1,411,346
Volusia	Suburban/Rural	5	LPGA Blvd	Jimmy Ann Dr/Grand Reserve	Derbyshire Rd	2016	2 to 4	Curb & Gutter	0.68	2	1.36	\$3,758,279	\$2,763,440
St. Lucie	Suburban/Rural	4	W Midway Rd (CR 712)	25th St	US 1	2016	2 to 4	Curb & Gutter	1.60	2	3.20	\$31,483,319	\$9,838,537
Lake	Suburban/Rural	5	CR 466A, Ph. I	US 27/441	Sunny Ct	2016	2 to 4	Curb & Gutter	0.44	2	0.88	\$3,237,561	\$3,679,047
Manatee	Suburban/Rural	1	44th Ave E	19th St Ct E	30th St E	2016	0 to 4	Curb & Gutter	0.90	4	3.60	\$11,763,178	\$3,267,549
Lake	Suburban/Rural	5	CR 466A, Ph. IIIA	Poinsettia Ave	Century Ave	2018	2 to 4	Curb & Gutter	0.42	2	0.84	\$3,368,889	\$4,010,582
Volusia	Suburban/Rural	5	Williamson Blvd	LPGA Blvd	Strickland Range Rd	2019	2 to 4	Curb & Gutter	0.93	2	1.86	\$4,951,165	\$2,661,917
Lake	Suburban/Rural	5	North Hancock Rd	CR 561A	Minneola Interchange	2018	0 to 2	Curb & Gutter	1.20	2	2.40	\$2,902,256	\$1,209,273
Lee	Suburban/Rural	1	Alico Rd	Ben Hill Griffin Pkwy	E. of Airport Haul Rd	2018	2 to 4	Curb & Gutter	1.78	2	3.56	\$18,062,562	\$5,073,753
Lee	Suburban/Rural	1	Homestead Rd	S. of Sunrise Blvd	N. of Alabama Rd	2018	2 to 4	Curb & Gutter	2.25	2	4.50	\$14,041,919	\$3,120,426
Lake	Suburban/Rural	5	Citrus Grove Rd, Ph. I	W. of Grassy Lake Rd	Hancock Rd	2019	0 to 4	Curb & Gutter	0.87	4	3.48	\$5,751,614	\$1,652,763
Lake	Suburban/Rural	5	Education Ave	Grassy Lake Rd	US 27	2019	0 to 2	Curb & Gutter	1.22	2	2.44	\$3,324,769	\$1,362,610
Hernando	Suburban/Rural	7	Cortez Blvd Frontage Rd @ I-75			2020	0 to 2	Curb & Gutter	0.62	2	1.24	\$2,064,688	\$1,665,071
Volusia	Suburban/Rural	5	Howland Blvd	Providence Blvd	Elkcam Blvd	2020	2 to 4	Curb & Gutter	2.38	2	4.76	\$11,290,456	\$2,371,945
Volusia	Suburban/Rural	5	Orange Camp Rd	MLK Blvd	I-4	2020	2 to 4	Curb & Gutter	2.23	2	4.46	\$8,741,920	\$1,960,072
Volusia	Suburban/Rural	5	10th St	Myrtle Ave	US-1	2020	0/2 to 4	Curb & Gutter	0.47	2/4	1.42	\$9,456,399	\$6,659,436
Lake	Suburban/Rural	5	Citrus Grove Rd, Ph. III	US 27	Scrub Jay Ln	2020	2 to 4	Curb & Gutter	0.81	2	1.62	\$6,434,819	\$3,972,110
Manatee	Suburban/Rural	1	Ft Hamer Rd	US 301	69th St E	2021	0 to 4	Curb & Gutter	0.75	4	3.00	\$11,637,711	\$3,879,237
Manatee	Suburban/Rural	1	44th Ave E	44th Ave Plaza E	Lakewood Ranch Blvd	2023	0 to 4	Curb & Gutter	2.50	4	10.00	\$29,809,786	\$2,980,979
Manatee	Suburban/Rural	1	Moccasin Wallow Rd	W of 115th Ave E	US 301	2023	2 to 4	Curb & Gutter	1.30	2	2.60	\$16,647,973	\$6,403,067
Total (2014-2023); Suburban/Rural Counties ONLY									Count:	30	112.98	\$335,511,797	\$2,970,000
Total (2020-2023); Suburban/Rural Counties ONLY									Count:	8	29.10	\$96,083,752	\$3,302,000
URBAN & SUBURBAN/RURAL Counties; Curb & Gutter													
Total (2014-2023); Urban & Suburban/Rural Counties									Count:	46	177.26	\$638,105,969	\$3,600,000

Source: Data obtained from each respective county (Building and Public Works Departments)

State Roads

The construction cost for state roads (curb & gutter, urban section design) was based primarily on the cost of local recent projects/estimates, projects in other communities in Florida and an adjustment based on information from the 2015 Marion County Transportation Impact Fee Update Study.

The construction cost for state roads (curb & gutter, urban section design) was based on recent local projects, local estimates, and the cost of recent projects in other jurisdictions in Florida. A review of local construction cost data from recent years identified three improvements:

- SR 35 (Baseline Rd) from SE 96th Place Rd to SR 464 (SE Maricamp Rd) (2015)
- SR 40 from E. of CR 314 to E. of CR 314A (planned project)
- SR 40 from E. of CR 314A to Levy Hammock Rd (planned project)

Costs for these local improvements ranged from \$2.7 million to \$8.0 million per lane mile with a weighted average cost of \$5.1 million per lane mile, as shown in **Table B-9**.

As shown in **Table B-10**, a total of 67 projects from 33 different counties were identified with a weighted average cost of approximately \$4.4 million per lane mile (all improvements have urban-design characteristics). From this dataset, the counties that are more suburban/rural in nature (similar to Marion) were separated. This subset of suburban/rural counties had a weighted average construction cost of \$4.5 million per lane mile. When looking at more recent improvements (2017+), the average construction cost increase to \$5.1 million per lane mile.

Based on these data sets, the state road construction cost was estimated at approximately \$5.0 million per lane mile. Given the limited local data available, data from the 2015 Marion County TIF Update Study was also reviewed. In that report, local state road improvements averaged \$2.1 million per lane mile while the statewide database at the time averaged \$2.7 million per lane mile. Therefore, the local Marion County improvements were approximately 80 percent of the costs of statewide improvements. Through a review of the local and statewide estimates, this ratio was applied to the current cost of state projects (app. \$5.0 million), resulting in **\$4.0 million per lane mile** (\$5.0 M from B-10 × 80%) for state roads (curb & gutter).

Table B-9

Local Roadway Construction Costs – Recent/Planned State Road Improvements in Marion County

ID	On	From	To	Improvement	Construction Year	Length	Lanes Added	Lane Miles Added	Construction Cost	Construction Cost per Lane Mile
238693-1	SR 35 (Baseline Rd)	SE 96th Place Rd	SR 464 (SE Maricamp Rd)	2 to 4 Lanes	2015	3.75	2	7.50	\$20,430,000	\$2,724,000
410674-3	SR 40	E. of CR 314	E. of CR 314A	2 to 4 Lanes	TBD	6.14	2	12.28	\$65,100,000	\$5,301,000
410674-4	SR 40	E. of CR 314A	Levy Hammock Rd	2 to 4 Lanes	TBD	2.66	2	5.32	\$42,800,000	\$8,045,000
Total								25.10	\$128,330,000	\$5,113,000

Source: Florida Department of Transportation

Table B-10

Construction Cost – State Road Improvements from Other Florida Jurisdictions

County	County Classification	District	Description	From	To	Year	Feature	Design	Length	Lanes Added	Lane Miles Added	Construction Cost	Construction Cost per Lane Mile
URBAN Counties; Curb & Gutter													
Broward	Urban	4	SR 7 (US 441)	N. of Hallandale Beach	N. of Fillmore St	2014	4 to 6	Curb & Gutter	1.79	2	3.58	\$30,674,813	\$8,568,384
Broward	Urban	4	Andrews Ave Ext.	Pompano Park Place	S. of Atlantic Blvd	2014	2 to 4	Curb & Gutter	0.36	2	0.72	\$3,177,530	\$4,413,236
Miami-Dade	Urban	6	SR 823/NW 57th Ave	W. 65th St	W. 84th St	2014	4 to 6	Curb & Gutter	1.00	2	2.00	\$17,896,531	\$8,948,266
Miami-Dade	Urban	6	SR 823/NW 57th Ave	W. 53rd St	W. 65th St	2014	4 to 6	Curb & Gutter	0.78	2	1.56	\$14,837,466	\$9,511,196
Orange	Urban	5	SR 50	SR 429 (Western Beltway)	E. of West Oaks Mall	2014	4 to 6	Curb & Gutter	2.56	2	5.12	\$34,275,001	\$6,694,336
Orange	Urban	5	SR 15 (Hofner Rd)	Lee Vista Blvd	Conway Rd	2015	2 to 4	Curb & Gutter	3.81	2	7.62	\$37,089,690	\$4,867,413
Miami-Dade	Urban	6	SR 977/Krome Ave/SW 177th Ave	S of SW 136th St	S. of SR 94 (SW 88th St/Kendall Dr)	2016	0 to 4	Curb & Gutter	3.50	4	14.00	\$32,129,013	\$2,294,930
Broward	Urban	4	SW 30th Ave	Griffin Rd	SW 45th St	2016	2 to 4	Curb & Gutter	0.24	2	0.48	\$1,303,999	\$2,716,665
Hillsborough	Urban	7	SR 43 (US 301)	SR 674	S. of CR 672 (Balm Rd)	2016	2 to 6	Curb & Gutter	3.77	4	15.08	\$43,591,333	\$2,890,672
Miami-Dade	Urban	6	NW 87th Ave/SR 25 & SR 932	NW 74th St	NW 103rd St	2016	0 to 4	Curb & Gutter	1.93	4	7.72	\$28,078,366	\$3,637,094
Hillsborough	Urban	7	SR 60 (Adamo Dr)	E of US 301	W of Falkenburg Rd	2017	4 to 6	Curb & Gutter	0.96	2	1.92	\$21,100,000	\$10,989,583
Hillsborough	Urban	7	US 301	Sun City Center Blvd	Balm Rd	2017	2 to 6	Curb & Gutter	3.80	4	15.20	\$50,800,000	\$3,342,105
Orange	Urban	5	SR 423 (John Young Pkwy)	SR 50 (Colonial Dr)	Shader Rd	2017	4 to 6	Curb & Gutter	2.35	2	4.70	\$27,752,000	\$5,904,681
Palm Beach	Urban	4	SR 80	W. of Lion County Safari Rd	Forest Hill Blvd	2018	4 to 6	Curb & Gutter	7.20	2	14.40	\$32,799,566	\$2,277,748
Miami-Dade	Urban	6	SR 847 (NW 47th Ave)	SR 860 (NW 183rd St)	N. of NW 199th St	2018	2 to 4	Curb & Gutter	1.31	2	2.62	\$18,768,744	\$7,163,643
Miami-Dade	Urban	6	SR 847 (NW 47th Ave)	N. of NW 199th St and S of NW 203 St	Premier Pkwy and N of S Snake CR Canal	2018	2 to 4	Curb & Gutter	1.09	2	2.18	\$10,785,063	\$4,947,277
Orange	Urban	5	SR 414 (Maitland Blvd)	E. of I-4	E. of CR 427 (Maitland Ave)	2018	4 to 6	Curb & Gutter	1.39	2	2.78	\$7,136,709	\$2,567,162
Miami-Dade	Urban	6	SR 997 (Krome Ave)	SW 312 St	SW 232nd St	2019	2 to 4	Curb & Gutter	3.64	2	7.28	\$30,374,141	\$2,172,272
Miami-Dade	Urban	6	SR 25 (Okeechobee Rd)	Broward Co. Line	W of Heft	2021	4 to 6	Curb & Gutter	4.59	2	9.18	\$42,309,680	\$4,608,898
Broward	Urban	4	University Dr	SR 834 (Sample Rd)	Sawgrass Expwy	2022	4 to 6	Curb & Gutter	1.50	2	3.00	\$12,660,719	\$4,220,240
Total (2014-2023); Urban Counties ONLY									Count:	20	121.14	\$497,540,364	\$4,107,000
SUBURBAN/RURAL Counties; Curb & Gutter													
Okeechobee	Suburban/Rural	1	SR 70	NE 34th Ave	NE 80th Ave	2014	2 to 4	Curb & Gutter	3.60	2	7.20	\$23,707,065	\$3,292,648
Martin	Suburban/Rural	4	CR 714/Indian St	Turnpike/Martin Downs Blvd	W. of Mapp Rd	2014	2 to 4	Curb & Gutter	1.87	2	3.74	\$14,935,957	\$3,993,571
Pinellas	Suburban/Rural	7	43rd St Extension	S. of 118th Ave	40th St	2014	0 to 4	Curb & Gutter	0.49	4	1.96	\$4,872,870	\$2,486,158
Nassau	Suburban/Rural	2	SR 200 (A1A)	W. of Still Quarters Rd	W. of Ruben Ln	2014	4 to 6	Curb & Gutter	3.05	2	6.10	\$18,473,682	\$3,028,472
Charlotte	Suburban/Rural	1	US 41 (SR 45)	Enterprise Dr	Sarasota County Line	2014	4 to 6	Curb & Gutter	3.62	2	7.24	\$31,131,016	\$4,299,864
Duval	Suburban/Rural	2	SR 243 (JIA N Access)	Airport Rd	Pelican Park (I-95)	2014	0 to 2	Curb & Gutter	2.60	2	5.20	\$14,205,429	\$2,731,813
Desoto	Suburban/Rural	1	US 17	CR 760A (Nocatee)	Heard St	2014	2 to 4	Curb & Gutter	4.40	2	8.80	\$29,584,798	\$3,361,909
Hendry	Suburban/Rural	1	SR 82 (Immokalee Rd)	Lee County Line	Collier County Line	2015	2 to 4	Curb & Gutter	1.27	2	2.54	\$7,593,742	\$2,989,662
Clay	Suburban/Rural	2	SR 21	S. of Branan Field	Old Jennings Rd	2015	4 to 6	Curb & Gutter	1.45	2	2.90	\$15,887,487	\$5,478,444
Putnam	Suburban/Rural	2	SR 15 (US 17)	Horse Landing Rd	N. Boundary Rd	2015	2 to 4	Curb & Gutter	1.99	2	3.98	\$13,869,804	\$3,484,875
Osceola	Suburban/Rural	5	SR 500 (US 192/441)	Eastern Ave	Nova Rd	2015	4 to 6	Curb & Gutter	3.18	2	6.36	\$16,187,452	\$2,545,197
Osceola	Suburban/Rural	5	SR 500 (US 192/441)	Aeronautical Blvd	Budinger Ave	2015	4 to 6	Curb & Gutter	3.94	2	7.88	\$34,256,621	\$4,347,287
Lake	Suburban/Rural	5	SR 25 (US 27)	N. of Boggy Marsh Rd	N. of Lake Louisa Rd	2015	4 to 6	Curb & Gutter	6.52	2	13.03	\$37,503,443	\$2,878,238
Seminole	Suburban/Rural	5	SR 15/600	Shepard Rd	Lake Mary Blvd	2015	4 to 6	Curb & Gutter	3.63	2	7.26	\$42,712,728	\$5,883,296
Sarasota	Suburban/Rural	1	SR 45A (US 41) (Venice Bypass)	Gulf Coast Blvd	Bird Bay Dr W	2015	4 to 6	Curb & Gutter	1.14	2	2.28	\$16,584,224	\$7,273,782
St. Lucie	Suburban/Rural	4	SR 614 (Indrio Rd)	W. of SR 9 (I-95)	E. of SR 607 (Emerson Ave)	2016	2 to 4	Curb & Gutter	3.80	2	7.60	\$22,773,660	\$2,996,534
Seminole	Suburban/Rural	5	SR 46	Mellonville Ave	E. of SR 415	2016	2 to 4	Curb & Gutter	2.83	2	5.66	\$26,475,089	\$4,677,578
Citrus	Suburban/Rural	7	SR 55 (US 19)	W. Green Acres St	W. Jump Ct	2016	4 to 6	Curb & Gutter	2.07	2	4.14	\$27,868,889	\$6,731,616
Walton	Suburban/Rural	3	SR 30 (US 98)	Emerald Bay Dr	Tang-o-mar Dr	2016	4 to 6	Curb & Gutter	3.37	2	6.74	\$42,140,000	\$6,252,226
Duval	Suburban/Rural	2	SR 201	S. of Baldwin	N. of Baldwin (Bypass)	2016	0 to 4	Curb & Gutter	4.11	4	16.44	\$50,974,795	\$3,100,657
Hardee	Suburban/Rural	1	SR 35 (US 17)	S. of W. 9th St	N. of W. 3rd St	2016	0 to 4	Curb & Gutter	1.11	4	4.44	\$14,067,161	\$3,168,280
Alachua	Suburban/Rural	2	SR 20 (SE Hawthorne Rd)	E. of US 301	E. of Putnam Co. Line	2017	2 to 4	Curb & Gutter	1.70	2	3.40	\$11,112,564	\$3,268,401
Okaloosa	Suburban/Rural	3	SR 30 (US 98)	CR 30F (Airport Rd)	E. of Walton Co. Line	2017	4 to 6	Curb & Gutter	3.85	2	7.70	\$33,319,378	\$4,327,192
Bay	Suburban/Rural	3	SR 390 (St. Andrews Blvd)	E. of CR 2312 (Baldwin Rd)	Jenks Ave	2017	2 to 6	Curb & Gutter	1.33	4	5.32	\$14,541,719	\$2,733,406
Pasco	Suburban/Rural	7	SR 54	E. of CR 577 (Curley Rd)	E. of CR 579 (Morris Bridge Rd)	2017	2 to 4/6	Curb & Gutter	4.50	2/4	11.80	\$41,349,267	\$3,504,175
Lake	Suburban/Rural	5	SR 46 (US 441)	W. of SR 500	E. of Round Lake Rd	2017	2 to 6	Curb & Gutter	2.23	4	8.92	\$27,677,972	\$3,102,912
Wakulla	Suburban/Rural	3	SR 369 (US 19)	N. of SR 267	Leon Co. Line	2018	2 to 4	Curb & Gutter	2.24	2	4.48	\$15,646,589	\$3,492,542
St. Lucie	Suburban/Rural	4	SR 713 (Kings Hwy)	S. of SR 70	SR 9 (I-95) Overpass	2018	2 to 4	Curb & Gutter	3.42	2	6.84	\$45,162,221	\$6,602,664

Table B-10 (continued)
Construction Cost – State Road Improvements from Other Florida Jurisdictions

County	County Classification	District	Description	From	To	Year	Feature	Design	Length	Lanes Added	Lane Miles Added	Construction Cost	Construction Cost per Lane Mile
<i>SUBURBAN/RURAL Counties; Curb & Gutter</i>													
Citrus	Suburban/Rural	7	SR 55 (US 19)	W. Jump Ct	CR 44 (W Fort Island Tr)	2018	4 to 6	Curb & Gutter	4.81	2	9.62	\$50,444,444	\$5,243,705
Sarasota	Suburban/Rural	1	SR 45A (US 41) (Venice Bypass)	Center Rd	Gulf Coast Blvd	2018	4 to 6	Curb & Gutter	1.19	2	2.38	\$15,860,000	\$6,663,866
Seminole	Suburban/Rural	5	SR 46	Orange Blvd	N. Oregon St (Wekiva Section 7B)	2019	4 to 6	Curb & Gutter	1.30	2	2.60	\$17,848,966	\$6,864,987
Duval	Suburban/Rural	2	Jax National Cemetery Access Rd	Lannie Rd	Arnold Rd	2019	0 to 2	Curb & Gutter	3.26	2	6.52	\$11,188,337	\$1,716,003
Pasco	Suburban/Rural	7	SR 52	W. of Suncoast Pkwy	E. of SR 45 (US 41)	2019	4 to 6	Curb & Gutter	4.64	2	9.28	\$45,307,439	\$4,882,267
Hernando	Suburban/Rural	7	SR 50	Windmere Rd	E of US 301	2019	4 to 6	Curb & Gutter	5.60	2	11.20	\$52,736,220	\$4,708,591
Hernando	Suburban/Rural	7	CR 578 (County Line Rd)	Suncoast Pkwy	US 41 @ Ayers Rd	2019	0 to 4	Curb & Gutter	1.49	4	5.96	\$20,155,312	\$3,381,764
Putnam	Suburban/Rural	2	SR 20	Alachua/Putnam Co. Line	SW 56th Ave	2019	2 to 4	Curb & Gutter	6.95	2	13.90	\$45,290,778	\$3,258,329
Bay	Suburban/Rural	3	SR 390 (St. Andrews Blvd)	SR 368 (23rd St)	E of CR 2312 (Baldwin Rd)	2019	2 to 6	Curb & Gutter	2.47	4	9.88	\$41,711,427	\$4,221,804
Lake	Suburban/Rural	5	SR 500 (US 441)	Lake Ella Rd	Avenida Central	2020	4 to 6	Curb & Gutter	4.08	2	8.16	\$44,960,000	\$5,509,804
Polk	Suburban/Rural	1	SR 542 (Dundee Rd)	MP 2.685	MP 6.211	2020	2 to 4	Curb & Gutter	3.52	2	7.04	\$43,563,143	\$6,187,946
St. Lucie	Suburban/Rural	4	Port St. Lucie Blvd	S of Alcantarra Blvd	S of Darwin Blvd	2021	2 to 4	Curb & Gutter	0.71	2	1.42	\$11,372,179	\$8,008,577
Seminole	Suburban/Rural	5	SR 426/CR 419	Pine Ave	Avenue B	2021	2 to 4	Curb & Gutter	1.39	2	2.78	\$19,997,789	\$7,193,449
Leon	Suburban/Rural	3	SR 263 (Capital Circle)	CR 2203 (Springhill Rd)	SR 371 (Orange Ave)	2022	2 to 6	Curb & Gutter	2.34	4	9.36	\$64,267,058	\$6,866,139
Brevard	Suburban/Rural	5	Galaxy Way	Kennedy Pkwy	Space Commerce Way	2023	2 to 4	Curb & Gutter	2.67	2	5.34	\$26,159,982	\$4,898,873
Bay	Suburban/Rural	3	SR 30A (US 98)	Mandy Ln	E of Nautilus St	2023	4 to 6	Curb & Gutter	2.27	2	4.54	\$49,730,089	\$10,953,764
Bay	Suburban/Rural	3	SR 30A (US 98)	E of Nautilus St	E of R Jackson Blvd	2023	4 to 6	Curb & Gutter	2.29	2	4.58	\$59,960,604	\$13,091,835
Volusia	Suburban/Rural	5	SR 15 (US 17)	S of Spring St	Lake Winona Rd	2023	2 to 4	Curb & Gutter	1.55	2	3.10	\$14,764,285	\$4,762,673
St. Lucie	Suburban/Rural	4	CR 712 (Midway Rd)	W. of Jenkins Rd	Selvitz Rd	2023	2 to 4	Curb & Gutter	0.79	2	1.58	\$22,928,072	\$14,511,438
Total (2014-2023); Suburban/Rural Counties ONLY									Count:	47	299.19	\$1,352,861,746	\$4,522,000
Total (2017-2023); Suburban/Rural Counties ONLY									Count:	26	167.70	\$847,055,834	\$5,051,000
Total (2020-2023); Suburban/Rural Counties ONLY									Count:	10	47.90	\$357,703,201	\$7,468,000
<i>URBAN & SUBURBAN/RURAL Counties; Curb & Gutter</i>													
Total (2014-2023); Urban & Suburban/Rural Counties									Count:	67	420.33	\$1,850,402,110	\$4,402,000
Total (2020-2023); Urban & Suburban/Rural Counties									Count:	12	60.08	\$412,673,600	\$6,869,000

Source: Florida Department of Transportation

Construction Engineering/Inspection

County Roadways

The CEI cost factor for county roads is estimated as a percentage of the construction cost per lane mile. This factor is determined based on a review of CEI-to-construction cost ratios from other jurisdictions throughout Florida. As shown in **Table B-11**, the CEI factors ranged from three (3) percent to 17 percent with a weighted average of nine (9) percent. For purposes of this study, the CEI cost for county roads is estimated at **nine (9) percent** of the construction cost per lane mile.

State Roadways

Similarly, the CEI cost for state roads is estimated as a percentage of the construction cost per lane mile based on a review of CEI-to-construction cost ratios from other Florida jurisdictions. As shown in **Table B-11**, the CEI factors ranged from 10 percent to 11 percent with a weighted average of 11 percent. Given this, the CEI cost for state roads is estimated at **11 percent** of the construction cost per lane mile.

Table B-11
CEI Cost Factor for County & State Roads – Other Florida Jurisdictions

Year	County	County Roadways (Cost per Lane Mile)				State Roadways (Cost per Lane Mile)		
		CEI	Constr.	CEI Ratio		CEI	Constr.	CEI Ratio
2014	Indian River	\$143,000	\$1,598,000	9%		\$196,000	\$1,776,000	11%
2015	Collier	\$270,000	\$2,700,000	10%		\$270,000	\$2,700,000	10%
2015	Brevard	\$344,000	\$2,023,000	17%		\$316,000	\$2,875,000	11%
2015	Sumter	\$147,000	\$2,100,000	7%		\$250,000	\$2,505,000	10%
2015	Marion	\$50,000	\$1,668,000	3%		\$227,000	\$2,060,000	11%
2015	Palm Beach	\$108,000	\$1,759,000	6%		\$333,000	\$3,029,000	11%
2017	St. Lucie	\$198,000	\$2,200,000	9%		\$341,000	\$3,100,000	11%
2017	Clay	\$191,000	\$2,385,000	8%		-	-	-
2019	Collier	\$315,000	\$3,500,000	9%		\$385,000	\$3,500,000	11%
2019	Sumter	\$258,000	\$2,862,000	9%		\$370,000	\$3,365,000	11%
2020	Indian River	\$238,000	\$2,647,000	9%		\$395,000	\$3,593,000	11%
2020	Hillsborough	\$363,000	\$4,036,000	9%		\$486,000	\$4,421,000	11%
2020	Hernando	\$189,000	\$2,108,000	9%		\$348,000	\$3,163,000	11%
2021	Manatee	\$252,000	\$2,800,000	9%		-	-	-
2021	Flagler	\$232,000	\$2,582,000	9%		-	-	-
2022	Lake	\$172,000	\$2,145,000	8%		-	-	-
2022	Volusia	\$259,000	\$2,350,000	11%		-	-	-
2023	Manatee	\$429,000	\$3,900,000	11%		-	-	-
2023	Marion	\$216,000	\$2,400,000	9%		\$374,000	\$3,400,000	11%
2024	Hendry	\$180,000	\$2,000,000	9%		\$440,000	\$4,000,000	11%
2024	St. Johns	\$257,000	\$2,573,000	10%		\$381,000	\$3,812,000	10%
Average		\$229,000	\$2,492,000	9%		\$341,000	\$3,153,000	11%

Source: Each respective jurisdiction

Roadway Capacity

As shown in **Table B-12**, the average capacity per lane mile was based on the projects in the Marion County 2045 Long Range Transportation's cost feasible roadway projects lists. The listing of projects reflects the mix of improvements that will yield the vehicle-miles of capacity (VMC) that will be built in Marion County. The resulting weighted average capacity per lane mile of approximately 15,200 was used in the transportation impact fee calculations.

Table B-12
Marion County 2045 Long Range Transportation Plan – Cost Feasible Plan

ID	Jurisdiction	Facility	From	To	Description	Curb & Gutter vs. Open Drainage	Project Length	# of Existing Lanes	# of Future Lanes	Lane Miles Added	Initial Capacity	Future Capacity	Added Capacity	Vehicle-Miles of Capacity Added	VMC Added per Lane Mile
R1	State	SR 200	Citrus County Line	CR 484	Widen to 4 lanes	open drainage	5.98	2	4	11.96	14,000	55,700	41,700	249,366	20,850
R5	State	US 441	CR 42	SE 132nd Street Rd	Widen to 6 lanes	open drainage	1.33	4	6	2.66	38,430	56,805	18,375	24,439	9,188
R7	State	SR 326	CR 200A	NE 36th Avenue	Add 2 lanes	open drainage	1.18	2	4	2.36	22,400	37,300	14,900	17,582	7,450
R9	State	US 27	I-75	NW 27th Avenue	Widen to 6 lanes	curb & gutter	1.18	4	6	2.36	38,430	56,805	18,375	21,683	9,188
R10	State	SR 35	CR 25	SE 92nd Place Rd	Widen to 4 lanes	curb & gutter	1.77	4	6	3.54	22,890	42,525	19,635	34,754	9,818
R12	State	SR 40	SW 140th Avenue	CR 328	Widen to 4 lanes	open drainage	3.00	2	4	6.00	14,000	55,700	41,700	125,100	20,850
R13	State	SR 40	SW 60th Avenue	I-75	Widen to 6 lanes	curb & gutter	2.00	4	6	4.00	38,430	56,805	18,375	36,750	9,188
R14	State	SR 40	I-75	SW 27th Avenue	Widen to 6 lanes	curb & gutter	0.95	4	6	1.90	38,430	56,805	18,375	17,456	9,187
R15	State	US 41	SR 40	Levy County Line	Widen to 4 lanes	open drainage	7.10	2	4	14.20	14,000	55,700	41,700	296,070	20,850
3423	State	SR 40	E of CR 314	CR 314A	Widen to 4 lanes	open drainage	5.85	2	4	11.70	14,000	55,700	41,700	243,945	20,850
3442	State	SR 326	SR 25/US 301/US 441	Old US 301/CR 200A	Widen to 4 lanes	open drainage	2.30	2	4	4.60	17,920	29,840	11,920	27,416	5,960
4106742	State	SR 40	from end of 4 lanes	to East of CR 314	Widen to 4 lanes	open drainage	4.89	2	4	9.78	14,000	55,700	41,700	203,913	20,850
3424	State	SR 40	CR 314A	Levy Hammock Rd	Widen to 4 lanes	open drainage	2.63	2	4	5.26	14,000	55,700	41,700	109,671	20,850
R16	Non-State	NW 49th/35th St	NW 44th Ave	North End of Limerock Pit	New 4 lane div w/interchange	curb & gutter	1.00	0	4	4.00	0	32,940	32,940	32,940	8,235
R17	Non-State	SW 44th Avenue	SR 200	SW 20th Street	Widen to 4 lanes	curb & gutter	1.81	2	4	3.62	20,160	33,570	13,410	24,272	6,705
R18	Non-State	SW 44th Avenue	SW 20th Street	SR 40	Widen to 4 lanes	curb & gutter	1.28	2	4	2.56	19,530	32,940	13,410	17,165	6,705
R19	Non-State	SW 44th Avenue	SR 40	NW 10th Street	New 4 lane	curb & gutter	0.80	0	4	3.20	0	32,940	32,940	26,352	8,235
R28	Non-State	NW 49th/35th St	1.1mi W of NW 44th Ave	NW 44th Ave	New 2 lane	curb & gutter	1.10	0	2	2.20	0	15,930	15,930	17,523	7,965
R30	Non-State	NW 44th Avenue	NW 60th Street	SR 326	Widen to 4 lanes	curb & gutter	1.37	2	4	2.74	29,340	67,770	38,430	52,649	19,215
R36	Non-State	NE 35th Street	W Anthony Rd	CR 200A	Widen to 4 lanes	curb & gutter	1.21	2	4	2.42	11,232	24,336	13,104	15,856	6,552
R38	Non-State	NE 35th Street	CR 200A	NE 25th Avenue	Widen to 4 lanes	curb & gutter	1.21	2	4	2.42	11,232	24,336	13,104	15,856	6,552
R39	Non-State	NE 35th Street	NE 25th Avenue	NE 36th Avenue	Widen to 4 lanes	curb & gutter	1.00	2	4	2.00	11,232	24,336	13,104	13,104	6,552
R40	Non-State	Emerald Rd Extension	SE 92nd Loop	Florida Northern Railroad	New 2 lane	curb & gutter	1.94	0	2	3.88	0	29,340	29,340	56,920	14,670
R56	Non-State	SW 49th/40th Ave	SW 66th St	SW 42nd St Flyover	New 4 lane divided	curb & gutter	1.54	0	4	6.16	0	35,820	35,820	55,163	8,955
R61	Non-State	SW 49th Ave	CR 484	900 Feet N of Marion Oaks Tr	New 4 lane divided	curb & gutter	0.77	0	4	3.08	0	35,820	35,820	27,581	8,955
R65	Non-State	NW 70th Ave	US 27	NW 43rd St/NW 49th Street	Widen to 4 lanes	curb & gutter	0.76	2	4	1.52	10,224	22,752	12,528	9,521	6,264
R66	Non-State	SW 70th/80th Ave	SW 38th St	SR 40	Widen to 4 lanes	curb & gutter	2.49	2	4	4.98	29,340	67,770	38,430	95,691	19,215
R70	Non-State	SW 38th St	SW 60th Ave	SW 43rd Ct	Widen to 4 lanes	curb & gutter	1.53	2	4	3.06	12,744	28,656	15,912	24,345	7,956
R73	Non-State	CR 42	US 441	CR 25	Widen to 4 lanes	curb & gutter	3.79	2	4	7.58	29,340	67,770	38,430	145,650	19,215
R74	Non-State	NW 70th/80th Ave	SR 40	US 27	Widen to 4 lanes	curb & gutter	3.36	2	4	6.72	29,340	67,770	38,430	129,125	19,215
R75	Non-State	SW 70th/80th Ave	SW 90th St	SW 38th St	Widen to 4 lanes	curb & gutter	4.10	2	4	8.20	29,340	67,770	38,430	157,563	19,215
R76	Non-State	SW 49th Ave	Marion Oaks Manor	SW 142nd Pl Rd	Widen to 4 lanes	curb & gutter	1.10	2	4	2.20	15,930	35,820	19,890	21,879	9,945
R77	Non-State	SW 165th St	Marion Oaks Blvd	Marion Oaks Lane	Widen to 4 lanes	open drainage	1.24	2	4	2.48	15,930	35,820	19,890	24,664	9,945
-	Non-State	SW 90th St	SW 60th Ave	0.8 miles E of SW 60th Ave	New 2 lane	open drainage	0.80	0	2	1.60	0	15,930	15,930	12,744	7,965
Total										156.94				2,384,708	15,200
Total: Non-State Projects ONLY										76.62	49% (a)			976,563	12,700
Total: State Projects ONLY:										80.32	51% (b)			1,408,145	17,500
Total: Non-State, Curb & Gutter Projects ONLY										72.54	95% (c)				
Total: Non-State, Open Drainage Projects ONLY										4.08	5% (d)				
Total: State, Curb & Gutter Projects ONLY										11.80	15% (e)				
Total: State, Open Drainage Projects ONLY										68.52	85% (f)				

Source: Marion County 2045 Long Range Transportation Plan & the Marion County TPO's Congestion Management Plan (CMP)

Appendix C

Credit Component

Appendix C: Credit Component

This appendix presents the detailed calculations for the credit component. County fuel taxes that are collected in Marion County are listed below, along with a few pertinent characteristics of each.

1. Constitutional Fuel Tax (2¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county. Collected in accordance with Article XII, Section 9 (c) of the Florida Constitution.
- The State allocated 80 percent of this tax to Counties after first withholding amounts pledged for debt service on bonds issued pursuant to provisions of the State Constitution for road and bridge purposes.
- The 20 percent surplus can be used to support the road construction program within the county.
- Counties are not required to share the proceeds of this tax with their municipalities.

2. County Fuel Tax (1¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Primary purpose of these funds is to help reduce a County's reliance on ad valorem taxes.
- Proceeds are to be used for transportation-related expenses, including the reduction of bond indebtedness incurred for transportation purposes. Authorized uses include acquisition of rights-of-way; the construction, reconstruction, operation, maintenance, and repair of transportation facilities, roads, bridges, bicycle paths, and pedestrian pathways; or the reduction of bond indebtedness incurred for transportation purposes.
- Counties are not required to share the proceeds of this tax with their municipalities.

3. Ninth-Cent Fuel Tax (1¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Proceeds may be used to fund transportation expenditures.
- To accommodate statewide equalization, this tax is automatically levied on diesel fuel in every county, regardless of whether a County is levying the tax on motor fuel at all.
- Counties are not required to share the proceeds of this tax with their municipalities.

4. 1st Local Option Tax (up to 6¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.

- Proceeds may be used to fund transportation expenditures.
- To accommodate statewide equalization, all six cents are automatically levied on diesel fuel in every county, regardless of whether a county is levying the tax on motor fuel at all or at the maximum rate.
- Proceeds are distributed to a county and its municipalities according to a mutually agreed upon distribution ratio, or by using a formula contained in the Florida Statutes.
- Marion County has adopted all six pennies of this local option tax.

5. 2nd Local Option Tax (up to 5¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Proceeds may be used to fund transportation expenditures needed to meet requirements of the capital improvements element of an adopted Local Government Comprehensive Plan.
- Proceeds are distributed to a county and its municipalities according to a mutually agreed upon distribution scheme, or by using a formula contained in the Florida Statutes.
- Marion County has adopted all five pennies of this local option tax.

Each year, the Florida Legislature's Office of Economic and Demographic Research (EDR) produces the *Local Government Financial Information Handbook*, which details the estimated local government revenues for the upcoming fiscal year. Included in this document are the estimated distributions of the various fuel tax revenues for each county in the state. The 2023-24 data represent projected fuel tax distributions to Marion County for the current fiscal year. Table C-1 shows the distribution per penny for each of the fuel levies, and then the calculation of the weighted average for the value of a penny of fuel tax. The weighting procedure considers the differing amounts of revenues generated for the various types of fuel taxes. It is estimated that approximately \$2.21 million will be generated annually for the County from one penny of fuel tax in Marion County.

Revenues from other sources, such as infrastructure sales tax, grants, etc. are converted to gas tax equivalent using this dollar value as a conversion factor. This conversion is needed to be able to relate associate funding to travel by each land use.

Table C-1
Estimated Fuel Tax Distribution Allocated to Capital Programs for
Marion County & Municipalities, FY 2023-24⁽¹⁾

Tax	Amount of Levy per Gallon	Total Distribution	Distribution per Penny
Constitutional Fuel Tax	\$0.02	\$5,113,185	\$2,556,593
County Fuel Tax	\$0.01	\$2,261,090	\$2,261,090
9th Cent Fuel Tax	\$0.01	\$2,528,025	\$2,528,025
1st Local Option (1-6 cents)	\$0.06	\$14,225,572	\$2,370,929
2nd Local Option (1-5 cents)	\$0.05	\$9,065,197	\$1,813,039
Total	\$0.15	\$33,193,069	
Weighted Average per Penny⁽²⁾			\$2,212,871

1) Source: Florida Legislature's Office of Economic and Demographic Research, <http://edr.state.fl.us/content/local-government/reports/-->

2) The weighted average distribution per penny is calculated by taking the sum of the total distribution and dividing that value by the sum of the total levies per gallon (multiplied by 100).

Capital Improvement Credit

For the calculated impact fee, the capital improvement credit includes capacity-expansion expenditures for roadway improvements in Marion County.

County Capital Project Funding

A review of the County's historical (FY 2019-2024) expenditures and current (FY 2025-2029) Transportation Improvement Program indicated that a combination of sales tax, fuel tax, impact fees, and bonds are used to fund transportation capacity expansion improvements. As shown in Table C-2, Marion County allocates approximately 14.8 equivalent pennies of fuel tax revenue to capacity expansion projects such as new road construction, lane additions, and intersection improvements (excluding impact fee revenues).

Table C-2
County Fuel Tax Equivalent Pennies

Source	Cost of Projects	Number of Years	Revenue from 1 Penny ⁽³⁾	Equivalent Pennies ⁽⁴⁾
Historical FY 2019-2024 County Expenditures ⁽¹⁾	\$82,774,874	6	\$2,212,871	\$0.062
Marion FY 2025-2029 TIP Expenditures ⁽²⁾	\$277,643,068	5	\$2,212,871	\$0.251
Total	\$360,417,942	11	\$2,212,871	\$0.148

1) Source: Table C-5

2) Source: Table C-6

3) Source: Table C-1

4) Cost of projects divided by number of years divided by revenue from 1 penny (Item 3) divided by 100

Additionally, the County is currently using fuel tax revenues to retire debt that was issued to fund capacity expansion improvements, specifically, the Series 2016 Public Improvement Revenue Refunding Bond. As shown in Table C-3, a credit of 1.8 pennies is allocated toward outstanding debt service in Marion County.

Table C-3
County Debt Service Fuel Tax Equivalent Pennies

Source	Cost of Projects	Number of Years	Revenue from 1 Penny ⁽³⁾	Equivalent Pennies ⁽⁴⁾
Public Improvement Bond, Series 2016 ⁽¹⁾	\$19,817,268	5	\$2,212,871	\$0.018
Total	\$19,817,268			\$0.018

1) Source: Table C-7

2) Source: Table C-1

3) Cost of projects divided by number of years divided by revenue from 1 penny (Item 3) divided by 100

State Capital Project Funding

In the calculation of the equivalent pennies of fuel tax from the State, funding on transportation capacity-expansion projects spanning a 15-year period (from FY 2015 to FY 2029) were reviewed. This included projects such as lane additions, new road construction, intersection improvements, interchanges, traffic signal projects, and other capacity-addition projects. The use of a 15-year period, for purposes of developing a state credit for roadway capacity expansion projects, results in a stable credit, as it accounts for the volatility in FDOT spending in the county over short periods of time.

The total cost of the transportation capacity-expansion projects for the “historical” periods and the “future” period:

- FY 2015-2019 work plan equates to 8.5 pennies
- FY 2020-2024 work plan equates to 7.5 pennies

- FY 2025-2029 work plan equates to 6.9 pennies

The combined weighted average over the 15-year period of state expenditure for capacity-expansion transportation projects results in a total of 7.6 equivalent pennies. Table C-4 documents this calculation. The specific projects that were used in the equivalent penny calculations are summarized in Table C-8.

Table C-4
State Fuel Tax Equivalent Pennies

Source	Cost of Projects ⁽¹⁾	Number of Years	Revenue from 1 Penny ⁽³⁾	Equivalent Pennies ⁽⁴⁾
Projected Work Program, FY 2025 to 2029 ⁽¹⁾	\$76,057,860	5	\$2,212,871	\$0.069
Historical Work Program, FY 2020 to 2024 ⁽¹⁾	\$82,624,531	5	\$2,212,871	\$0.075
Historical Work Program, FY 2015 to 2019 ⁽¹⁾	<u>\$93,992,698</u>	5	\$2,212,871	\$0.085
Total	\$252,675,089	15	\$2,212,871	\$0.076

1) Source: Table C-8

2) Source: Table C-8

3) Source: Table C-8

4) Source: Table C-1

5) Cost of projects divided by number of years divided by revenue from 1 penny (Item 2) divided by 100

Table C-5

Marion County Historical Transportation Capacity Expenditures (FY 2019-2024)

On	From	To	Improvement	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
CR 42	at SE 182ND AVE RD		Add Turn Lanes	\$0	\$0	\$0	\$13,010	\$32,143	\$865,984	\$911,137
CR 475A AT SW 66TH ST	at SW 66th St		Roundabout	\$0	\$0	\$0	\$0	\$0	\$145,192	\$145,192
CR 475A ELEVATED ROADWAY	600' S of SW 55th St Rd	SW 42nd St	Elevated Roadway	\$0	\$0	\$0	\$0	\$0	\$186,953	\$186,953
CR 484	MARION OAKS PASS	MARION OAKS COURSE	Add 2 Lanes	\$621,509	\$6,526,662	\$1,751,758	\$0	\$0	\$0	\$8,899,929
EMERALD RD EXTENSION	SE 92ND LOOP	FLORIDA NORTHERN RAILROAD	New 2 Lane	\$0	\$0	\$0	\$102,383	\$453,906	\$194,832	\$751,121
FCCP - SW 145TH PLACE RD EXTENSION	INTERNAL	INTERNAL	N/A	\$0	\$0	\$0	\$0	\$0	\$88,996	\$88,996
FLORIDA CROSSROADS COMMERCE PARK RD	S TERMINUS	HWY 484	New 2 Lane	\$86,447	\$3,326,375	\$188,904	\$0	\$0	\$0	\$3,601,726
MISC PROJECTS			ROW Acquisition	\$111,149	\$11,828	\$188,525	\$133,462	\$314,996	\$0	\$759,960
NE 35TH ST PH 3	NE 25TH AVE	NE 36TH AVE	Add 2 Lanes	\$1,190	\$102,724	\$0	\$51,362	\$0	\$0	\$155,276
NW 49TH/35TH ST PH 2C	NW 44TH AVE	N End of Limerock Pit	New 4 Lane Dividedw/ Interchange	\$0	\$855,461	\$0	\$0	\$0	\$11,700,000	\$12,555,461
NW 49TH/35TH ST PH 3 (FKA 3A & 3B)	CR 225A	NW 44TH AVE	Add 4 Lane Road	\$0	\$0	\$62,532	\$142,071	\$197,497	\$276,809	\$678,909
NW 70TH AVE (WEC)	at US 27		Intersection Improvement	\$0	\$219,457	\$826,617	\$3,380,947	\$2,455,712	\$228,457	\$7,111,190
NW 80TH AVE (WEC)	at SR 40		Intersection Improvement	\$0	\$205,466	\$42,625	\$3,199,616	\$3,023,444	\$749,880	\$7,221,031
NW NE 35TH ST PH 1A	US 441	600' E of W ANTHONY RD	Add 2 Lanes	\$1,920,036	\$1,837,746	\$0	\$0	\$0	\$0	\$3,757,782
NW/NE 35TH ST PH 1B	600' E of W ANTHONY RD	CR 200A	Add 2 Lanes	\$600,384	\$1,002,666	\$177,264	\$16,550	\$0	\$0	\$1,796,864
SW 49TH 40TH AVE PH2	SW 95TH ST	SW 80TH ST	New 4 Lane Divided	\$1,516,306	\$3,660,406	\$465	\$0	\$0	\$0	\$5,177,177
SW 49TH 40TH AVE PH3	SW 80TH ST	100' S of SW 66TH ST	New 4 Lane Divided	\$22,473	\$5,036,342	\$372,487	\$0	\$0	\$0	\$5,431,302
SW 49TH AVE - NORTH	MARION OAKS TRAIL	SW 95TH ST	New 4 Lane Divided	\$0	\$0	\$0	\$1,219,401	\$4,597,122	\$5,130,272	\$10,946,795
SW 49TH AVE - SOUTH SEGMENT A	CR 484	900 ft N of MARION OAKS TRAIL	New 4 Lane Divided	\$0	\$240,847	\$1,952,085	\$2,872,149	\$1,791,346	\$771,189	\$7,627,616
SW 49TH AVE - SOUTH SEGMENT E	0.7 mi S of CR 484	CR 484	New 4 Lane Divided	\$0	\$3,048,331	\$72,427	\$0	\$0	\$0	\$3,120,758
SW 49TH AVE - SOUTH SEGMENTS A & E	0.7 mi S of CR 484	MARION OAKS TRAIL	New 4 Lane Divided	\$200,308	\$21,880	\$38,345	\$0	\$0	\$2,410	\$262,943
SW 49TH/40TH AVE PH 1	SW 66TH ST	SW 42ND ST FLYOVER	New 4 Lane Divided	\$0	\$0	\$16,760	\$9,475	\$206,646	\$552,097	\$784,978
SW 60TH AVE	SW 90TH ST	SW 80TH ST	Signalization Projects	\$0	\$31,655	\$81,908	\$46,792	\$0	\$0	\$160,355
SW/NW 80TH/70TH AVE	SW 90th St	1/2 mi N of US 27	Add 2 Lanes	\$0	\$176,903	\$173,232	\$291,288	\$0	\$0	\$641,423
Total				\$5,079,802	\$26,304,749	\$5,945,934	\$11,478,506	\$13,072,812	\$20,893,071	\$82,774,874

Source: Marion County

Table C-6

Marion County FY 2025-2029 Transportation Improvement Program

Description	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Total
Capacity Projects						
Emerald Rd Extension from SE 92nd Loop to FL Northern RR	\$10,400,000	\$0	\$0	\$0	\$0	\$10,400,000
NW 49TH/35th St Ph 3 (FKA 3A & 3B) from CR 225A to NW 44th Ave	\$27,020,000	\$0	\$0	\$0	\$0	\$27,020,000
NW 80th/70th Ave from SR 40 to US 27	\$0	\$5,716,724	\$0	\$0	\$0	\$5,716,724
NE 35th St Ph 1B from 600' E of W Anthony Rd to CR 200A	\$0	\$0	\$8,979,000	\$0	\$0	\$8,979,000
SW 49th Ave - North from Marion Oaks Trail to SW 95th St	\$0	\$11,192,844	\$27,200,000	\$0	\$0	\$38,392,844
SW 38TH/40th St Ph A from SW 80th Ave to SW 60th Ave	\$0	\$0	\$15,100,000	\$0	\$0	\$15,100,000
Marion Oaks Manor Ext Ph 1 from SW 49th Ave to Marion Oaks Ln	\$1,377,000	\$0	\$0	\$4,500,000	\$15,300,000	\$21,177,000
SW/NW 80th Ave from 0.5 mi N of SW 38th St to 0.25 mi S of SR 40	\$0	\$1,300,000	\$0	\$4,700,000	\$8,000,000	\$14,000,000
SW 80th Ave from SW 80th St to 1/2 mi N of SW 38th St	\$607,000	\$2,600,000	\$3,000,000	\$9,110,000	\$0	\$15,317,000
CR 475A from SW 66th St to 1.8 mi N of SW 66th St	\$4,000,000	\$13,800,000	\$0	\$0	\$900,000	\$18,700,000
NE 35th St Ph 2 from CR 200A to NE 25th Ave	\$0	\$666,667	\$1,266,667	\$666,666	\$1,000,000	\$3,600,000
NE 35th St Ph 3 from NE 25th Ave to NE 36th Ave	\$0	\$625,000	\$625,000	\$625,000	\$970,000	\$2,845,000
Marion Oaks Manor Ext Ph 2 from Marion Oaks Ln to CR 475	\$0	\$3,068,100	\$6,125,000	\$14,000,000	\$20,090,000	\$43,283,100
CR 484 Widening Ph 1 from Marion Oaks Blvd to CR 475A	\$1,200,000	\$14,040,000	\$12,540,000	\$0	\$0	\$27,780,000
SW 38TH/40th St Ph B from SW 60th Ave to SW 43rd Ct	\$0	\$0	\$3,000,000	\$12,200,000	\$0	\$15,200,000
NW 44th Ave from NW 63rd St to CR 326	\$0	\$0	\$840,000	\$700,000	\$7,000,000	\$8,540,000
SW 60th Ave North Ext from US 27 to NW 49th St	\$0	\$0	\$300,000	\$0	\$720,000	\$1,020,000
CR 484 Widening Ph 2 from CR 475A to CR 475	\$0	\$0	\$0	\$572,400	\$0	\$572,400
Total	\$44,604,000	\$53,009,335	\$78,975,667	\$47,074,066	\$53,980,000	\$277,643,068

Source: Marion County FY 2025-2029 TIP

Table C-7
Series 2016 Public Improvement Revenue Refunding Bond

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
6/1/2025			\$225,890.00	\$225,890.00	
12/1/2025	\$3,515,000	2.450%	\$225,890.00	\$3,740,890.00	\$3,966,780.00
6/1/2026			\$182,831.25	\$182,831.25	
12/1/2026	\$3,595,000	2.450%	\$182,831.25	\$3,777,831.25	\$3,960,662.50
6/1/2027			\$138,792.50	\$138,792.50	
12/1/2027	\$3,685,000	2.450%	\$138,792.50	\$3,823,792.50	\$3,962,585.00
6/1/2028			\$93,651.25	\$93,651.25	
12/1/2028	\$3,770,000	2.450%	\$93,651.25	\$3,863,651.25	\$3,957,302.50
6/1/2029			\$47,468.75	\$47,468.75	
12/1/2029	\$3,875,000	2.450%	\$47,468.75	\$3,922,468.75	\$3,969,937.50
Totals	\$18,440,000	2.450%	\$1,377,267.50	\$19,817,267.50	\$19,817,267.50
Payments Remaining (2025-2029)					\$19,817,268
% Dedicated to Roadway Capacity Expansion Projects					100%
Portion Dedicated to Roadway Capacity Expansion					\$19,817,268
Number of Years of Remaining Payments					5

Source: Marion County

Table C-8

Florida Department of Transportation, District 5 – Marion County Work Program FY 2015-2029

ItemSeg	Description	Wkms Description	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
238648-1	SR 45 (US 41) FROM SW 110TH ST TO NORTH OF SR 40	ADD LANES & RECONSTRUCT	\$3,825,771	\$5,467,607	\$1,994,105	\$8,010,352	\$2,181,656	\$3,254	\$623,192	\$5,941	\$755,196	\$351,805	\$4,493	\$0	\$0	\$0	\$0	\$23,223,372
238651-1	SR 200 FROM CITRUS CO LINE TO CR 484	ADD LANES & RECONSTRUCT	\$492,467	\$530,670	\$135,388	\$31,886	\$2,745	\$114	\$0	\$60	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$6,193,330
238677-1	SR 35 (BASELINE RD) FROM MARICAMP RD (CR 464) TO SR 40 (SILVER SPRINGS)	ADD LANES & RECONSTRUCT	\$10,939	\$6,197	\$7,103	\$1,868	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,107
238677-4	SR 35 / BELLEVUE BYPASS FROM US 27/441 TO SR 35	NEW ROAD CONSTRUCTION	\$918	\$134	\$0	\$0	\$0	\$0	\$142	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,194
238693-1	SR 35 BASELINE ROAD FROM SE 92N/BELLEVUE BY PASS TO SR 464/MARICAMP	ADD LANES & RECONSTRUCT	\$23,560,091	\$2,020,068	\$1,785,974	\$1,358,236	\$291,286	\$72,719	\$34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,088,408
238719-1	SR 40 FROM CR 328 TO SW 80TH AVE (CR 225A)	ADD LANES & RECONSTRUCT	\$271,448	\$755,507	\$450,219	\$913	\$0	\$99	\$26	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,478,212
238720-1	SR 40 FROM SR 45 (US 41) TO CR 328	ADD LANES & RECONSTRUCT	\$54	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54
410674-1	SR 40 FROM END OF 4 LN SECTION TO LAKE CO LINE	POB&E/EMO STUDY	\$0	\$45	\$264	\$9,810	\$819	\$16,359	\$10,231	\$7,675	\$1,825	\$519	\$1,097	\$0	\$0	\$0	\$0	\$48,644
410674-2	SR 40 FROM END OF 4 LANES TO EAST OF CR 314	ADD LANES & RECONSTRUCT	\$27,481	\$1,116,688	\$394,112	\$1,233,672	\$838,054	\$990,822	\$3,737,746	\$2,405,692	\$9,920	\$314,867	\$19,093	\$0	\$0	\$0	\$0	\$11,088,147
410674-3	SR 40 FROM EAST OF CR 314 TO EAST OF CR 314A	ADD LANES & RECONSTRUCT	\$25,073	\$1,080,909	\$147,538	\$160,497	\$410,249	\$309	\$1,034	\$1,881,509	\$41,270	\$2,611,105	\$17,965,627	\$14,733,000	\$13,435,148	\$4,725,000	\$1,320,245	\$58,538,513
410674-4	SR 40 FROM CR 314 A TO LEVY HAMMOCK ROAD	ADD LANES & RECONSTRUCT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,709,970	\$25,567	\$15,560	\$205,000	\$0	\$0	\$0	\$0	\$2,956,097
413019-4	MARION TRAFFIC ENGINEERING CONTRACTS	TRAFFIC SIGNALS	\$253,542	\$451,288	\$627,966	\$648,091	\$667,024	\$710,465	\$738,634	\$808,617	\$830,674	\$910,154	\$988,772	\$1,037,115	\$1,017,450	\$0	\$0	\$9,689,792
416220-1	SR 326 FROM W OF CR 35 TO E OF CR 35	TRAFFIC SIGNALS	\$576	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$576
424186-1	SE 92ND LOOP (BELLEVUE BYPASS) FROM US27/441 TO SR35	NEW ROAD CONSTRUCTION	\$6,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,320
424186-2	SE 92ND LOOP (BELLEVUE BYPASS) NORTH PHASE FROM CR 25 TO SR 35	NEW ROAD CONSTRUCTION	\$6,659,779	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,659,779
424186-3	SE 92ND LOOP (BELLEVUE BYPASS) SOUTH PHASE FROM US 441 TO CR 25	NEW ROAD CONSTRUCTION	\$4,834,454	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,834,454
424186-4	SE 92ND LOOP (BELLEVUE BYPASS) FROM US 27/441 TO SR 35	NEW ROAD CONSTRUCTION	\$196,515	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$196,515
427198-1	SR 500 (US 27) AT NW 110TH AVE (CR464B)	ADD LEFT TURN LANE(S)	\$208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$208
430252-1	OCALA ITS COUNTYWIDE MARION COUNTY	ITS COMMUNICATION SYSTEM	\$0	\$0	\$0	\$0	\$293,054	\$885,105	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,178,159
430986-1	SR 45 (US41) AT SW 61ST STREET INTERSECTION	ADD TURN LANE(S)	\$147	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$147
431797-1	NE 25TH AVENUE FROM NE 14TH STREET (SR492) TO NE 35TH STREET	ADD LANES & RECONSTRUCT	\$40,415	\$927,105	\$57,844	\$122,929	\$75,536	\$361	\$333	\$192	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,224,715
431797-2	NE 25TH AVENUE FROM NE 14TH STREET (SR492) TO NE 24TH STREET	ADD LANES & RECONSTRUCT	\$0	\$0	\$0	\$0	\$8,757	\$0	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,007
431797-3	NE 25TH AVENUE FROM NE 24TH STREET TO NE 35TH STREET	ADD LANES & RECONSTRUCT	\$0	\$0	\$0	\$0	\$1,383	\$552	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,935
431798-1	NE 36TH AVENUE FROM SR 492 (NE 14TH ST) TO NE 35TH STREET	ADD LANES & RECONSTRUCT	\$94,512	\$13,255	\$8,553	\$118,060	\$604,638	\$211	\$515	\$22,886	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$862,630
431798-2	NE 36TH AVENUE FROM SR 492 (NE 14TH ST) TO NE 20TH PLACE	ADD LANES & RECONSTRUCT	\$0	\$837,634	\$66,145	\$287,289	\$14,929	\$9,047	\$1,167	\$215	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,216,426
431798-4	NE 36TH AVENUE FROM NORTH OF NE 25TH STREET TO NE 35TH STREET	ADD LANES & RECONSTRUCT	\$0	\$973,906	\$6,981	\$26,509	\$30,641	\$22,514	\$647	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,061,198
432421-1	SR 40 FROM NE 25TH AVENUE TO W OF NE 10TH ST	INTERSECTION IMPROVEMENT	\$12,971	\$1,068,726	\$29,019	\$838	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,111,552
433206-1	CR 484 AT MARION OAKS TRAIL	INTERSECTION IMPROVEMENT	\$0	\$289,054	\$516	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$289,570
433651-1	CR 484 FROM SW 20TH AVENUE TO CR 475A	INTERCHANGE IMPROVEMENT	\$26,174	\$183,899	\$24,023	\$223,407	\$974,460	\$1,619,119	\$439,962	\$13,897,774	\$1,919,101	\$664,366	\$914,987	\$0	\$0	\$0	\$0	\$20,987,292
433652-1	SR 40 INTERSECTIONS AT SW 40TH AVENUE AND SW 27TH AVENUE	ADD TURN LANE(S)	\$138,619	\$30,424	\$10,624	\$35,941	\$12,983	\$494	\$376,544	\$2,094,163	\$501,581	\$130,283	\$183,969	\$0	\$0	\$0	\$0	\$3,515,625
433660-1	US 441 @ SR 464	TRAFFIC OPS IMPROVEMENT	\$22,999	\$22,654	\$10,771	\$20,391	\$94,897	\$83,548	\$181,391	\$65,453	\$252	\$1,279	\$164,809	\$4,516,874	\$21,240	\$0	\$0	\$5,206,558
433661-1	US 441 FROM SR 40 TO SR 40A (SW BROADWAY)	TRAFFIC OPS IMPROVEMENT	\$6,320	\$16,150	\$7,002	\$6,264	\$4,250	\$149,748	\$653,737	\$4,997,816	\$75,893	\$347,658	\$268,532	\$0	\$0	\$0	\$0	\$6,533,730
433665-1	SR 40 CORRIDOR OPERATIONAL IMPROVEMENTS FROM US 441 TO NW 1ST AVE	INTERSECTION IMPROVEMENT	\$12,867	\$460,256	\$5,774	\$445	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$479,342
434844-1	CR 42 AT SE 182ND	ADD LEFT TURN LANE(S)	\$24,454	\$300	\$257	\$0	\$0	\$0	\$0	\$0	\$297,447	\$0	\$0	\$0	\$0	\$0	\$0	\$322,458
434844-2	CR 42 AT SE 182ND	ADD LEFT TURN LANE(S)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$117,532	\$2,543	\$5,525	\$0	\$0	\$0	\$0	\$125,600
435209-2	NW 49TH ST FROM NW 70TH (CR 225) TO NW 44TH AVE	ADD LANES & RECONSTRUCT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000
435492-1	SR 40 INTERSECTION IMPROVEMENTS AT MARTIN LUTHER KING BLVD	INTERSECTION IMPROVEMENT	\$8	\$568	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$576
435492-2	SR 40 INTERSECTION IMPROVEMENTS AT MARTIN LUTHER KING BLVD.	INTERSECTION IMPROVEMENT	\$0	\$0	\$741,246	\$104	\$0	\$0	\$144	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$741,494
435547-2	SW 44TH EXTENSION FROM SR 200 TO SR 40	NEW ROAD CONSTRUCTION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
435547-3	CITY OF OCALA NW44TH AVENUE EXTENSION PROJECT	NEW ROAD CONSTRUCTION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000,000
435549-1	SW 49TH AVE RD FROM SW 95TH STREET TO SW 66TH STREET	NEW ROAD CONSTRUCTION	\$0	\$0	\$0	\$0	\$4,687,837	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,687,837
435659-1	SR 200 @ SW 38TH CT FROM W OF 38TH CT TO E OF 38TH CT	ADD TURN LANE(S)	\$0	\$3,611	\$602	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,290
435659-2	SR 200 @ I-75/W OF I-75 TO E OF I-75 ADDING LEFT & RIGHT TURN LANES	ADD TURN LANE(S)	\$0	\$864,383	\$35,108	\$4,146,085	\$137,495	\$576,767	\$740,612	\$900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,501,501
435660-2	SR 326 FROM SR 326 RKR CROSS 627142B TO E OF CR 25A (NW GAINESVILLE RD)	ADD TURN LANE(S)	\$396,147	\$29,208	\$46,330	\$89,482	\$684,438	\$1,354,173	\$119,940	\$7,720	\$1,059	\$0	\$0	\$0	\$0	\$0	\$0	\$2,728,497
435686-1	SR 500 / US 441 @ SE 98TH LANE	ADD LEFT TURN LANE(S)	\$0	\$0	\$0	\$237,646	\$15,149	\$1,184,596	\$8,138	\$26,768	\$54,993	\$19,071	\$0	\$0	\$0	\$0	\$0	\$1,546,361
436361-1	ITS OPERATIONAL SUPPORT- MARION COUNTY CMGC CONTRACT	ITS COMMUNICATION SYSTEM	\$0	\$0	\$0	\$0	\$0	\$0	\$105,606	\$2,296,678	\$27,196	\$122,374	\$16,343	\$0	\$0	\$0	\$0	\$2,568,197
436361-2	ITS OPERATIONAL SUPPORT- CITY OF OCALA	ITS COMMUNICATION SYSTEM	\$0	\$0	\$0	\$0	\$0	\$0	\$95,104	\$606,876	\$5,250	\$217	\$0	\$0	\$0	\$0	\$0	\$707,447
436407-1	SUNSET HARBOR ROAD AT US 441	INTERSECTION IMPROVEMENT	\$8,473	\$0	\$0	\$22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,495
436407-2	SUNSET HARBOR ROAD AT US 441 INTERSECTION	INTERSECTION IMPROVEMENT	\$0	\$0	\$54,925	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54,925
436691-1	NW 10TH AVE / NE 14TH ST / SR 492 @ SE AGNEW RD	TRAFFIC OPS IMPROVEMENT	\$0	\$0	\$0	\$4,441	\$334,537	\$33,454	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$372,432
436881-1	US 27/US 441 @ CR 42	TRAFFIC SIGNALS	\$0	\$0	\$0	\$876	\$0	\$0	\$216,932	\$8,219	\$790,546	\$25,690	\$189	\$0	\$0	\$0	\$0	\$1,042,452
445701-1	SE ABSHIER BLVD FROM SE HAMES RD TO N OF SE AGNEW RD	TRAFFIC SIGNALS	\$0	\$0	\$0	\$1,125	\$0	\$0	\$457,204	\$71,738	\$3,401,546	\$194,374	\$7,064	\$0	\$0	\$0	\$0	\$4,133,051
445800-1	E SR 40 @ SR 492	TRAFFIC SIGNALS	\$0	\$0	\$0	\$0	\$0	\$0	\$481,952	\$2,355,110	\$5,788	\$294,904	\$54,257	\$0	\$0	\$0	\$0	\$3,192,011
447603-1	NW 10TH/NE 14TH ST SR 492 TO NE 25TH AVE	TRAFFIC SIGNALS	\$0	\$0	\$0	\$250	\$0	\$0	\$2,483	\$408,366	\$19,035	\$1,652,440	\$62,650	\$0	\$0	\$0	\$0	\$2,145,224
449277-1	CR 484 AT THE INTERSECTION OF MARION OAKS BLVD	INTERSECTION IMPROVEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$356,167	\$0	\$0	\$0	\$0	\$356,167
449277-2	CR 484 AT THE INTERSECTION OF MARION OAKS BLVD	INTERSECTION IMPROVEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$92,163	\$0	\$0	\$0	\$0	\$92,163
449317-1	CR 484 AT SW 135TH ST RD	ADD LEFT TURN LANE(S)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$263,886	\$0	\$0	\$0	\$0	\$263,886
449317-2	CR 484 AT SW 135TH ST RD	ADD LEFT TURN LANE(S)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108,219	\$0	\$0	\$0	\$0	\$108,219
449443-1	NE 8TH AVE FROM SR 40 TO SR 492	ROUNDABOUT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,452,800	\$0	\$0	\$4,452,800
450340-1	EMERALD ROAD EXTENSION FROM SE 92ND LOOP TO CR464 (SE MARICAMP RD)	NEW ROAD CONSTRUCTION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,695,763	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,695,763
451060-1	CR 42 AT CR 25 INTERSECTION IMPROVEMENTS	INTERSECTION IMPROVEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$385,850	\$0	\$0	\$0	\$385,850
451060-2	CR 42 AT CR 25 INTERSECTION IMPROVEMENTS	INTERSECTION IMPROVEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$204,296	\$0	\$0	\$0	\$0	\$204,296
453201-1	NW 49TH ST. FROM NW 70TH AVE (CR 225A) TO NW 44TH AVE	RIGHT OF WAY ACQUISITION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
455106-1	MARION COUNTY TSMCA	TRAFFIC SIGNALS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$494,000	\$509,000	\$0	\$1,003,000
455106-2	CITY OF OCALA TSMCA	TRAFFIC SIGNALS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$504,000	\$519,000	\$0	\$1,023,000
Total			\$40,949,742	\$17,150,244	\$6,648,389	\$16,877,506	\$12,366,817	\$7,713,972	\$8,993,578	\$35,680,338	\$21,577,434	\$8,659,209	\$23,387,138	\$20,672,839	\$23,926,638	\$5,723,000	\$2,348,245	\$252,675,089
Total (5-year Summaries)						FY 2015 to FY 2019: \$93,992,696												

Table C-9

Average Motor Vehicle Fuel Efficiency – Excluding Interstate Travel

Travel			
Vehicle Miles of Travel (VMT) @			
	22.8	7.3	
Other Arterial Rural	329,742,000,000	52,696,000,000	382,438,000,000
Other Rural	325,232,000,000	32,997,000,000	358,229,000,000
Other Urban	1,485,169,000,000	102,144,000,000	1,587,313,000,000
Total	2,140,143,000,000	187,837,000,000	2,327,980,000,000

Percent VMT	
@ 22.8 mpg	@ 7.3 mpg
86%	14%
91%	9%
94%	6%
92%	8%

Fuel Consumed			
	Gallons @ 22.8 mpg	Gallons @ 7.3 mpg	
Other Arterial Rural	14,462,368,421	7,218,630,137	21,680,998,558
Other Rural	14,264,561,404	4,520,136,986	18,784,698,390
Other Urban	65,138,991,228	13,992,328,767	79,131,319,995
Total	93,865,921,053	25,731,095,890	119,597,016,943

Total Mileage and Fuel	
2,327,980	miles (millions)
119,597	gallons (millions)
19.47	mpg

Source: U.S. Department of Transportation, Federal Highway Administration, *Highway Statistics 2022*, Section V, Table VM-1
 Annual Vehicle Distance Traveled in Miles and Related Data - 2022 by Highway Category and Vehicle Type
<http://www.fhwa.dot.gov/policyinformation/statistics.cfm>

Table C-10
Annual Vehicle Distance Travelled in Miles and Related Data – 2022⁽¹⁾
By Highway Category and Vehicle Type

Updated: February 2024								TABLE VM-1		
YEAR	ITEM	LIGHT DUTY VEHICLES SHORT WB ⁽²⁾	MOTOR-CYCLES	BUSES	LIGHT DUTY VEHICLES LONG WB ⁽²⁾	SINGLE-UNIT TRUCKS ⁽³⁾	COMBINATION TRUCKS	SUBTOTALS		ALL MOTOR VEHICLES
								ALL LIGHT VEHICLES ⁽²⁾	SINGLE-UNIT 2-AXLE 6-TIRE OR MORE AND COMBINATION TRUCKS	
	Motor-Vehicle Travel (millions of vehicle-miles):									
2022	Interstate Rural	148,757	1,164	1,601	50,143	11,677	61,652	198,900	73,328	274,993
2022	Other Arterial Rural	229,877	2,233	2,231	99,865	19,332	33,364	329,742	52,696	386,901
2022	Other Rural	221,526	3,294	2,293	103,707	19,890	13,106	325,232	32,997	363,816
2022	All Rural	600,160	6,691	6,125	253,714	50,899	108,122	853,874	159,021	1,025,711
2022	Interstate Urban	378,935	2,842	2,624	104,686	20,397	49,710	483,621	70,108	559,194
2022	Other Urban	1,158,710	14,232	9,741	326,459	64,928	37,216	1,485,169	102,144	1,611,287
2022	All Urban	1,537,646	17,074	12,365	431,144	85,325	86,927	1,968,790	172,252	2,170,481
2022	Total Rural and Urban ⁽⁵⁾	2,137,805	23,765	18,490	684,859	136,224	195,049	2,822,664	331,272	3,196,191
2022	Number of motor vehicles registered ⁽²⁾	197,080,414	9,567,664	954,119	61,464,968	11,083,997	3,249,824	258,545,382	14,333,821	283,400,986
2022	Average miles traveled per vehicle	10,847	2,484	19,379	11,142	12,290	60,018	10,917	23,111	11,278
2022	Person-miles of travel (millions) ⁽⁴⁾	3,284,669	24,369	391,991	1,007,240	136,224	195,049	4,291,909	331,272	5,039,542
2022	Fuel consumed (thousand gallons)	86,040,199	540,572	2,497,605	37,939,063	17,180,850	28,218,175	123,979,262	45,399,024	172,416,463
2022	Average fuel consumption per vehicle (gallons)	437	56	2,618	617	1,550	8,683	480	3,167	608
2022	Average miles traveled per gallon of fuel consumed	24.8	44.0	7.4	18.1	7.9	6.9	22.8	7.3	18.5
(1) The FHWA estimates national trends by using State reported Highway Performance and Monitoring System (HPMS) data, fuel consumption data (MF-21), vehicle registration data (MV-1), other data such as the R.L. Polk vehicle data, and a host of modeling techniques.										
(2) Light Duty Vehicles Short WB - passenger cars, light trucks, vans and sport utility vehicles with a wheelbase (WB) equal to or less than 121 inches. Light Duty Vehicles Long WB - large passenger cars, vans, pickup trucks, and sport/utility vehicles with wheelbases (WB) larger than 121 inches. All Light Duty Vehicles - passenger cars, light trucks, vans and sport utility vehicles regardless of wheelbase.										
(3) Single-Unit - single frame trucks that have 2-Axes and at least 6 tires or a gross vehicle weight rating exceeding 10,000 lbs.										
(4) For 2021 and 2020, the vehicle occupancy is estimated by the FHWA from the 2017 National Household Travel Survey (NHTS) and the annual R.L. Polk Vehicle registration data; For single unit truck and heavy trucks, 1 motor vehicle mile traveled = 1 person-mile traveled.										
(5) VMT data are based on the latest HPMS data available; it may not match previous published results.										

Appendix D
Calculated Transportation Impact Fee Schedule

Appendix D: Calculated Transportation Impact Fee Schedule

This appendix presents the detailed fee calculations for each land use in the Marion County transportation impact fee schedule.

- Table D-1: Marion County Calculation Transportation Impact Fee Schedule
- Table D-2: Marion County Maximum Allowable Transportation Impact Fee Rates

Table D-1

Calculated Transportation Impact Fee Schedule

Gasoline Tax \$\$ per gallon to capital: \$0.242 Facility life (years): 25 Interest rate: 2.45%				County Revenues: \$0.166 State Revenues: \$0.076				Unit Construction Cost: Capacity per lane mile: 15,200 Fuel Efficiency: 19.47 mpg Effectivedays per year: 365		Interstate/Toll Facility Adjustment Factor: Cost per VMC: \$310.66					
ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length ⁽¹⁾	Total Trip Length	Percent New Trips	% New Trips Source	Net VMT ⁽²⁾	Total Impact Cost	Annual Gas Tax	Gas Tax Credit	Net Impact Fee	Current Impact Fee ⁽³⁾	% Change
RESIDENTIAL:															
210	Single Family (Detached) - 1,500 sf or less	du	6.43	Appendix A: Table A-34	7.61	8.11	100%	n/a	21.16	\$6,575	\$118	\$2,187	\$4,388	\$1,093	302%
	Single Family (Detached) - 1,501 to 2,499 sf	du	7.81	Appendix A: Table A-34	7.61	8.11	100%	n/a	25.71	\$7,986	\$144	\$2,668	\$5,318	\$1,397	281%
	Single Family (Detached) - 2,500 sf and greater	du	8.59	Appendix A: Table A-34	7.61	8.11	100%	n/a	28.27	\$8,783	\$158	\$2,928	\$5,855	\$1,562	275%
215	Single Family (Attached)	du	6.77	Blend ITE 11th & FL Studies	7.61	8.11	100%	n/a	22.28	\$6,922	\$125	\$2,316	\$4,606	\$903	410%
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	6.74	ITE 11th Edition	5.99	6.49	100%	n/a	17.46	\$5,424	\$99	\$1,834	\$3,590	\$903	298%
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	4.54	ITE 11th Edition	5.99	6.49	100%	n/a	11.76	\$3,654	\$67	\$1,242	\$2,412	\$568	325%
240	Mobile Home Park	du	4.17	FL Studies	5.29	5.79	100%	n/a	9.54	\$2,964	\$55	\$1,019	\$1,945	\$514	278%
251	Senior Adult Housing - Detached	du	3.54	Blend ITE 11th & FL Studies	6.23	6.73	100%	n/a	9.54	\$2,963	\$54	\$1,001	\$1,962	\$1,093	80%
252	Senior Adult Housing - Attached	du	2.99	Blend ITE 11th & FL Studies	4.99	5.49	100%	n/a	6.45	\$2,005	\$37	\$686	\$1,319	\$903	46%
253	Congregate/Assisted Care Facility	du	2.33	Blend ITE 11th & FL Studies	3.54	4.04	72%	FL Studies	2.57	\$798	\$15	\$278	\$520	\$184	183%
LODGING:															
310	Hotel	room	5.56	Blend ITE 11th & FL Studies	7.20	7.70	66%	FL Studies	11.43	\$3,550	\$64	\$1,186	\$2,364	\$375	530%
320	Motel	room	3.35	ITE 11th Edition	4.99	5.49	77%	FL Studies	5.57	\$1,729	\$32	\$593	\$1,136	\$267	326%
RECREATION:															
411	Public Park	acre	0.78	ITE 11th Edition	5.41	5.91	90%	Based on LUC 710	1.64	\$510	\$9	\$167	\$343	\$136	152%
416	RV Park/Campground	site	1.62	ITE 11th Edition (Adjusted) ⁽⁴⁾	4.83	5.33	100%	Same as LUC 240	3.38	\$1,051	\$20	\$371	\$680	\$514	32%
420	Marina	berth	2.41	ITE 11th Edition	6.95	7.45	90%	Based on LUC 710	6.52	\$2,025	\$37	\$686	\$1,339	\$427	214%
430	Golf Course	hole	30.38	ITE 11th Edition	6.95	7.45	90%	Based on LUC 710	82.19	\$25,532	\$462	\$8,561	\$16,971	\$2,774	512%
445	Movie Theater	screen	114.83	Blend ITE 11th & FL Studies	2.33	2.83	88%	FL Studies	101.83	\$31,635	\$649	\$12,026	\$19,609	\$2,610	651%
492	Racquet Club/Health Spa	1,000 sf	34.50	ITE 11th Edition	5.41	5.91	94%	FL Studies	75.88	\$23,573	\$435	\$8,061	\$15,512	\$2,065	651%
495	Recreational Community Center	1,000 sf	28.82	ITE 11th Edition	5.41	5.91	90%	Based on LUC 710	60.69	\$18,854	\$348	\$6,449	\$12,405	\$2,065	501%

Table D-1 (continued)
Calculated Transportation Impact Fee Schedule

ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length ⁽¹⁾	Total Trip Length	Percent New Trips	% New Trips Source	Net VMT ⁽²⁾	Total Impact Cost	Annual Gas Tax	Gas Tax Credit	Net Impact Fee	Current Impact Fee ⁽³⁾	% Change
INSTITUTIONS:															
520	Elementary School (Private)	student	2.27	ITE 11th Edition	4.30	4.80	80%	Based on LUC 710 (adjusted) ⁽⁵⁾	3.38	\$1,049	\$20	\$371	\$678	\$55	1133%
522	Middle School (Private)	student	2.10	ITE 11th Edition	4.30	4.80	80%	Based on LUC 710 (adjusted) ⁽⁵⁾	3.12	\$971	\$18	\$334	\$637	\$76	738%
525	High School (Private)	student	1.94	ITE 11th Edition	4.30	4.80	90%	Based on LUC 710	3.25	\$1,009	\$19	\$352	\$657	\$80	721%
540	University/Junior College (7,500 or fewer students) (Private)	student	2.00	ITE Regression Analysis	6.95	7.45	90%	Based on LUC 710	5.41	\$1,681	\$30	\$556	\$1,125	\$156	621%
550	University/Junior College (more than 7,500 students) (Private)	student	1.50	ITE Regression Analysis	6.95	7.45	90%	Based on LUC 710	4.06	\$1,261	\$23	\$426	\$835	\$116	620%
560	Church	1,000 sf	7.60	ITE 11th Edition	4.13	4.63	90%	Based on LUC 710	12.22	\$3,796	\$72	\$1,334	\$2,462	\$410	501%
565	Day Care Center	1,000 sf	49.63	Blend ITE 11th & FL Studies	2.13	2.63	73%	FL Studies	33.38	\$10,368	\$216	\$4,003	\$6,365	\$1,318	383%
590	Library	1,000 sf	72.05	ITE 11th Edition	6.95	7.45	49%	Orange Co. 2004 Road IF Update	106.12	\$32,967	\$597	\$11,063	\$21,904	\$2,377	822%
MEDICAL:															
610	Hospital	1,000 sf	10.77	ITE 11th Edition	6.95	7.45	78%	Midpoint of LUC 310 & LUC 720	25.25	\$7,844	\$142	\$2,631	\$5,213	\$879	493%
620	Nursing Home	bed	3.02	Blend ITE 11th & FL Studies	2.72	3.22	89%	FL Studies	3.16	\$982	\$20	\$371	\$611	\$80	664%
640	Animal Hospital/Veterinary Clinic	1,000 sf	24.20	Blend ITE 11th & FL Studies	2.00	2.50	70%	FL Studies	14.65	\$4,552	\$96	\$1,779	\$2,773	\$539	415%
OFFICE:															
710	Office	1,000 sf	10.84	ITE 11th Edition	5.41	5.91	92%	FL Studies	23.33	\$7,249	\$134	\$2,483	\$4,766	\$676	605%
720	Medical Office/Clinic	1,000 sf	23.83	FL Studies	5.83	6.33	89%	FL Studies	53.48	\$16,613	\$305	\$5,652	\$10,961	\$1,528	617%
770	Business Park	1,000 sf	12.65	Blend ITE 11th & FL Studies	5.65	6.15	89%	FL Studies	27.51	\$8,547	\$157	\$2,909	\$5,638	\$785	618%
RETAIL:															
822	Retail 6,000 sf g/a or less	1,000 sf g/a	54.45	ITE 11th Edition	1.18	1.68	39%	Appendix A: Fig. A-2 (6k sf g/a)	10.84	\$3,367	\$81	\$1,501	\$1,866	\$442	322%
822	Retail 6,001 to 40,000 sf g/a	1,000 sf g/a	54.45	ITE 11th Edition	1.55	2.05	48%	Appendix A: Fig. A-2 (19k sf g/a)	17.52	\$5,443	\$122	\$2,261	\$3,182	\$442	620%
821	Retail 40,001 to 150,000 sf g/a	1,000 sf g/a	67.52	ITE 11th Edition	2.04	2.54	57%	Appendix A: Fig. A-2 (59k sf g/a)	33.96	\$10,549	\$222	\$4,114	\$6,435	\$1,014	535%
820	Retail greater than 150,000 sf g/a	1,000 sf g/a	37.01	ITE 11th Edition	2.94	3.44	75%	Appendix A: Fig. A-2 (538k sf g/a)	35.30	\$10,965	\$217	\$4,021	\$6,944	\$1,014	585%
840/841	New/Used Auto Sales	1,000 sf	24.58	Blend ITE 11th & FL Studies	4.83	5.33	79%	FL Studies	40.56	\$12,602	\$235	\$4,355	\$8,247	\$1,325	522%
850	Supermarket	1,000 sf	94.48	Blend ITE 11th & FL Studies	2.18	2.68	56%	FL Studies	49.89	\$15,497	\$322	\$5,967	\$9,530	\$1,490	540%
862	Home Improvement Superstore	1,000 sf	30.74	ITE 11th Edition	2.45	2.95	64%	Appendix A: Fig. A-2 (135k sf g/a)	20.85	\$6,476	\$132	\$2,446	\$4,030	\$619	551%

Table D-1 (continued)
Calculated Transportation Impact Fee Schedule

ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length ⁽¹⁾	Total Trip Length	Percent New Trips	% New Trips Source	Net VMT ⁽²⁾	Total Impact Cost	Annual Gas Tax	Gas Tax Credit	Net Impact Fee	Current Impact Fee ⁽³⁾	% Change
RETAIL:															
880/881	Pharmacy/Drug Store with or w/o Drive-Thru	1,000 sf	103.86	Blend ITE 11th & FL Studies	2.18	2.68	32%	FL Studies	31.34	\$9,735	\$202	\$3,743	\$5,992	\$791	658%
890	Furniture Store	1,000 sf	6.30	ITE 11th Edition	6.39	6.89	54%	FL Studies	9.40	\$2,921	\$53	\$982	\$1,939	\$217	794%
SERVICES:															
911	Bank/Savings Walk-In	1,000 sf	57.94	ITE 11th Edition (Adjusted) ⁽⁶⁾	2.58	3.08	46%	Same as LUC 912	29.74	\$9,239	\$186	\$3,447	\$5,792	\$1,720	237%
912	Bank/Savings Drive-In	1,000 sf	103.73	Blend ITE 11th & FL Studies	2.58	3.08	46%	FL Studies	53.24	\$16,541	\$333	\$6,171	\$10,370	\$2,260	359%
931	Restaurant	1,000 sf	86.03	Blend ITE 11th & FL Studies	3.30	3.80	77%	FL Studies	94.55	\$29,371	\$571	\$10,581	\$18,790	\$2,803	570%
n/a	Small Local Restaurant ⁽⁷⁾	1,000 sf	86.03	Same as LUC 931	2.15	2.65	58%	Same as LUC 934 (Appendix A)	46.40	\$14,414	\$300	\$5,559	\$8,855	\$2,803	216%
941	Quick Lube	service bay	40.00	ITE 11th Edition	3.80	4.30	72%	Same as LUC 942	47.33	\$14,704	\$281	\$5,207	\$9,497	\$1,334	612%
942	Automobile Care Center	1,000 sf	28.19	Blend ITE 11th & FL Studies	3.80	4.30	72%	FL Studies	33.36	\$10,363	\$198	\$3,669	\$6,694	\$1,047	539%
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	172.01	ITE 11th Edition	2.00	2.50	23%	FL Studies	34.22	\$10,631	\$224	\$4,151	\$6,480	\$850	662%
945	Gas Station w/Convenience Store 2,000 to 5,499 sq ft	fuel pos.	264.38	ITE 11th Edition (Adjusted) ⁽⁸⁾	2.00	2.50	23%	Same as LUC 944	52.60	\$16,340	\$345	\$6,393	\$9,947	\$850	1070%
	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	345.75	ITE 11th Edition	2.00	2.50	23%	Same as LUC 944	68.79	\$21,369	\$451	\$8,357	\$13,012	\$850	1431%
947	Self-Service Car Wash	service bay	43.94	Blend ITE 11th & FL Studies	2.29	2.79	68%	FL Studies	29.59	\$9,193	\$189	\$3,502	\$5,691	\$811	602%
948	Automated Car Wash	car tunnel	775.00	ITE 11th Edition (Adjusted) ⁽⁹⁾	2.29	2.79	68%	Same as LUC 947	521.95	\$162,149	\$3,335	\$61,798	\$100,351	\$811	12274%
INDUSTRIAL:															
110	General Light Industrial	1,000 sf	4.87	ITE 11th Edition	5.41	5.91	92%	Same as LUC 710	10.48	\$3,257	\$60	\$1,112	\$2,145	\$428	401%
140	Manufacturing	1,000 sf	4.75	ITE 11th Edition	5.41	5.91	92%	Same as LUC 710	10.23	\$3,176	\$59	\$1,093	\$2,083	\$234	790%
150	Warehousing	1,000 sf	1.71	ITE 11th Edition	5.41	5.91	92%	Same as LUC 710	3.68	\$1,144	\$21	\$389	\$755	\$218	246%
151	Mini-Warehouse	1,000 sf	1.46	Blend ITE 11th & FL Studies	3.69	4.19	92%	Same as LUC 710	2.14	\$666	\$13	\$241	\$425	\$78	445%
154	High-Cube Transload and Short-Term Warehouse	1,000 sf	1.40	ITE 11th Edition	5.41	5.91	92%	Same as LUC 710	3.01	\$936	\$17	\$315	\$621	\$78	696%
n/a	Mine/Commercial Excavation ⁽¹⁰⁾	1,000 cy	0.01	Florida Studies	15.56	16.06	97%	Florida Studies	0.07	\$20.28	\$0.94	\$17.42	\$2.86	-	-

1) Source: Appendix A, Table A-35

2) Net VMT calculated as ((Trip Generation Rate* Trip Length* % New Trips) * (1-Interstate/Toll Facility Adjustment Factor)/2). This reflects the unit of vehicle-miles of capacity consumed per unit of development and is multiplied by the cost per vehicle miles of capacity.

- 3) Source: Marion County Growth Services Department, Planning Division. Current rate for Multi-Family Low-Rise is shown for “Single Family Attached”. The 2015 calculated rate for Assisted Living Facility (adjusted to 20%) is shown for “Senior Adult Housing – Detached” and “Assisted Care Living Facility”
- 4) The ITE 11th Edition trip generation rate was adjusted to reflect the average occupancy rate of 60 percent based on data provided by the Marion County Property Appraiser’s Office and the Florida Association of RV Parks and Campgrounds
- 5) The percent new trips for schools was estimated at 90% based on LUC 710, but was then adjusted to 80% to provide a conservative fee rate. This adjustment reflects the nature of elementary and middle school uses where attendees are unable to drive and are typically dropped off by parents/guardians on their way to another destination.
- 6) The ITE 11th Edition trip generation rate for PM Peak Hour of Adjacent traffic was adjusted by the ratio of Daily to PM Peak Hour for LUC 912 to approximate a daily TGR.
- 7) This rate should only be applied to small local restaurants that are not part of a multi-location restaurant chain.
- 8) Due to only slight variation, the trip generation rates for LUC 945 2,000 to 3,999 sq ft and 4,000 to 5,499 sq ft were combined into a weighted average trip generation rate for a single land use tier of 2,000 to 5,499 sq ft.
- 9) The ITE 11th Edition trip generation rate for PM Peak Hour of Adjacent traffic was adjusted by a factor of 10 to approximate the Daily TGR.
- 10) The mines land use impact fee rate was calculated using a TGR of 0.01 per cy, a TL (unadjusted) of 14.82 miles, a PNT of 97% based on the 2009 Collier County Mines Trip Characteristics Study, Tindale Oliver. Fuel efficiency value estimated at 6.5 gallons per mile.

Table D-2
Maximum Allowable Transportation Impact Fee Rates

ITE LUC	Land Use	Unit	Current Transp. Impact Fee ⁽¹⁾	Calculated Transp. Impact Fee (2025) ⁽²⁾	Current to Calc. (2025)	Maximum Allowable Rates for 2025 ⁽³⁾	Current to Max. (2025)
RESIDENTIAL:							
210	Single Family (Detached) - Less than 1,500 sf	du	\$1,093	\$4,388	301%	\$1,639	50.0%
	Single Family (Detached) - 1,501 to 2,499 sf	du	\$1,397	\$5,318	281%	\$2,095	50.0%
	Single Family (Detached) - 2,500 sf and greater	du	\$1,562	\$5,855	275%	\$2,343	50.0%
215	Single Family (Attached)*	du	\$903	\$4,606	410%	\$1,354	49.9%
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	\$903	\$3,590	298%	\$1,354	49.9%
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	\$568	\$2,412	325%	\$852	50.0%
240	Mobile Home Park	du	\$514	\$1,945	278%	\$771	50.0%
251	Senior Adult Housing - Detached*	du	\$1,093	\$1,962	80%	\$1,639	50.0%
252	Senior Adult Housing - Attached*	du	\$903	\$1,319	46%	\$1,319	46.1%
253	Congregate/Assisted Care Facility	du	\$184	\$520	183%	\$276	50.0%
LODGING:							
310	Hotel	room	\$375	\$2,364	530%	\$562	49.9%
320	Motel	room	\$267	\$1,136	325%	\$400	49.8%
RECREATION:							
411	Public Park	acre	\$136	\$343	152%	\$204	50.0%
416	RV Park/Campground*	site	\$514	\$680	32%	\$680	32.3%
420	Marina*	berth	\$427	\$1,339	214%	\$640	49.9%
430	Golf Course	hole	\$2,774	\$16,971	512%	\$4,161	50.0%
445	Movie Theater*	screen	\$2,610	\$19,609	651%	\$3,915	50.0%
492	Racquet Club/Health Spa	1,000 sf	\$2,065	\$15,512	651%	\$3,097	50.0%
495	Recreational Community Center*	1,000 sf	\$2,065	\$12,405	501%	\$3,097	50.0%
INSTITUTIONS:							
520	Elementary School (Private)	student	\$55	\$678	1133%	\$82	49.1%
522	Middle School (Private)	student	\$76	\$637	738%	\$114	50.0%
525	High School (Private)	student	\$80	\$657	721%	\$120	50.0%
540	University/Junior College (7,500 or fewer students) (Private)	student	\$156	\$1,125	621%	\$234	50.0%
550	University/Junior College (more than 7,500 students) (Private)	student	\$116	\$835	620%	\$174	50.0%
560	Church	1,000 sf	\$410	\$2,462	500%	\$615	50.0%
565	Day Care Center	1,000 sf	\$1,318	\$6,365	383%	\$1,977	50.0%
590	Library	1,000 sf	\$2,377	\$21,904	821%	\$3,565	50.0%
MEDICAL:							
610	Hospital	1,000 sf	\$879	\$5,213	493%	\$1,318	49.9%
620	Nursing Home	bed	\$80	\$611	664%	\$120	50.0%
640	Animal Hospital/Veterinary Clinic	1,000 sf	\$539	\$2,773	414%	\$808	49.9%
OFFICE:							
710	Office	1,000 sf	\$676	\$4,766	605%	\$1,014	50.0%
720	Medical Office/Clinic	1,000 sf	\$1,528	\$10,961	617%	\$2,292	50.0%
770	Business Park	1,000 sf	\$785	\$5,638	618%	\$1,177	49.9%
RETAIL:							
822	Retail 6,000 sf gla or less	1,000 sf gla	\$442	\$1,866	322%	\$663	50.0%
822	Retail 6,001 to 40,000 sf gla	1,000 sf gla	\$1,014	\$3,182	214%	\$1,521	50.0%
821	Retail 40,001 to 150,000 sf gla	1,000 sf gla	\$1,014	\$6,435	535%	\$1,521	50.0%
820	Retail greater than 150,000 sf gla	1,000 sf gla	\$1,014	\$6,944	585%	\$1,521	50.0%
840/841	New/Used Auto Sales	1,000 sf	\$1,325	\$8,247	522%	\$1,987	50.0%
850	Supermarket	1,000 sf	\$1,490	\$9,530	540%	\$2,235	50.0%
862	Home Improvement Superstore	1,000 sf	\$619	\$4,030	551%	\$928	49.9%
880/881	Pharmacy/Drug Store with or w/o Drive-Thru	1,000 sf	\$791	\$5,992	658%	\$1,186	49.9%
890	Furniture Store	1,000 sf	\$217	\$1,939	794%	\$325	49.8%
SERVICES:							
911	Bank/Savings Walk-In	1,000 sf	\$1,720	\$5,792	237%	\$2,580	50.0%
912	Bank/Savings Drive-In	1,000 sf	\$2,260	\$10,370	359%	\$3,390	50.0%
931	Restaurant	1,000 sf	\$2,803	\$18,790	570%	\$4,204	50.0%
n/a	Small Local Restaurant	1,000 sf	\$1,340	\$8,855	561%	\$2,010	50.0%
941	Quick Lube	service bay	\$1,334	\$9,497	612%	\$2,001	50.0%
942	Automobile Care Center	1,000 sf	\$1,047	\$6,694	539%	\$1,570	50.0%
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$850	\$6,480	662%	\$1,275	50.0%
945	Gas Station w/Convenience Store 2,000 to 5,499 sq ft	fuel pos.	\$850	\$9,947	1070%	\$1,275	50.0%
	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$850	\$13,012	1431%	\$1,275	50.0%
947	Self-Service Car Wash	service bay	\$811	\$5,691	602%	\$1,216	49.9%
948	Automated Car Wash*	car tunnel	\$811	\$100,351	12274%	\$1,216	49.9%

Table D-2 (continued)
Maximum Allowable Transportation Impact Fee Rates

ITE LUC	Land Use	Unit	Current Transp. Impact Fee ⁽¹⁾	Calculated Transp. Impact Fee (2025) ⁽²⁾	Current to Calc. (2025)	Maximum Allowable Rates for 2025 ⁽³⁾	Current to Max. (2025)
INDUSTRIAL:							
110	General Light Industrial	1,000 sf	\$428	\$2,145	401%	\$642	50.0%
140	Manufacturing	1,000 sf	\$234	\$2,083	790%	\$351	50.0%
150	Warehousing	1,000 sf	\$218	\$755	246%	\$327	50.0%
151	Mini-Warehouse	1,000 sf	\$78	\$425	445%	\$117	50.0%
154	High-Cube Transload and Short-Term Warehouse	1,000 sf	\$102	\$621	509%	\$153	50.0%
n/a	Mine/Commercial Excavation	1,000 cy	n/a	\$2.86	n/a	\$2.86	-

1) Source: Marion County Growth Services Department, Planning Division

2) Source: Appendix D, Table D-2

3) Pursuant to F.S. 163.31801, impact fee increases cannot exceed 50% of the current adopted rate

*Current rate shown is based on similar land use in the County's impact fee schedule; in certain cases, rates have been adjusted to account for a change in the unit of measure

- LUC 215 = Multi-Family Housing (Low-Rise) rate is shown
- LUC 251 = Single Family (Detached) Less than 1,500 sf rate is shown
- LUC 252 = Multi-Family Housing (Low-Rise) rate is shown
- LUC 416 = Mobile Home Park rate is shown
- LUC 420 = Retail rate is shown (converted to "per berth")
- LUC 445 = Racquet Club/Health Spa rate is shown (converted to "per screen")
- LUC 948 = Self-Service Car Wash rate is shown (converted to "per car tunnel")

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, REGARDING IMPACT FEES FOR TRANSPORTATION FACILITIES; FINDING EXTRAORDINARY CIRCUMSTANCES EXIST NECESSITATING AN INCREASE IN TRANSPORTATION IMPACT FEE RATES IN EXCESS OF THOSE PHASE-IN LIMITATIONS SET FORTH IN SECTION 163.31801, FLORIDA STATUTES; REDESIGNATING ARTICLE XI OF CHAPTER 10 OF THE MARION COUNTY CODE OF ORDINANCES AS "IMPACT FEES;" PROVIDING CERTAIN RECITALS; AMENDING ARTICLE XI OF CHAPTER 10 OF THE MARION COUNTY CODE REGARDING IMPACT FEES FOR TRANSPORTATION FACILITIES, INCLUDING SECTION 10-271 SHORT TITLE, AUTHORITY, AND APPLICABILITY, SECTION 10-272 INTENT AND PURPOSE, SECTION 10-273 DEFINITIONS, SECTION 10-275 WHO MUST PAY IMPACT FEES, SECTION 10-277 REBATE OF IMPACT FEES PAID, SECTION 10-278 INDEPENDENT IMPACT ANALYSIS, SECTION 10-279 LOCAL STUDIES; FIVE-YEAR UPDATE, SECTION 10-280 REVIEW HEARINGS BEFORE A HEARING OFFICER, SECTION 10-321 FINDINGS, SECTION 10-322 COMPUTATION OF AMOUNT OF FEES, SECTION 10-323 DEVELOPER CONTRIBUTION CREDITS, SECTION 10-325 USE OF FUNDS, SECTION 10-327 TRANSPORTATION IMPACT FEE SCHEDULE; REPEALING SECTION 10-282 OF THE MARION COUNTY CODE ON INDEXING; REPEALING SECTION 10-283 OF THE MARION COUNTY CODE ON ANNUAL INDEXING PROCEDURE; ADOPTING A NEW SECTION 10-282 OF THE MARION COUNTY CODE ON ADOPTION OF IMPACT FEE TECHNICAL STUDIES; ADOPTING A NEW SECTION 10-283 OF THE MARION COUNTY CODE ON ADMINISTRATIVE CHARGES; ADOPTING A NEW SECTION 10-286 OF THE MARION COUNTY CODE ON EXEMPTIONS; ADOPTING A NEW SECTION 10-287 OF THE MARION COUNTY CODE ON PENALTIES AND LIENS; ADOPTING A NEW SECTION 10-324 OF THE MARION COUNTY CODE ON DEFINITIONS APPLICABLE TO TRANSPORTATION IMPACT FEES; REPEALING SECTION 10-326 OF THE MARION COUNTY CODE ON MOBILE HOME IMPACT FEES; DIRECTING THE PROVISION OF NOTICE OF IMPACT FEE RATES; PROVIDING FOR SEVERABILITY, CODIFICATION, LIBERAL CONSTRUCTION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Marion County, Florida currently imposes and collects Impact Fees for Transportation Facilities, as provided in Chapter 10, Article XI of the Marion County Code of Ordinances (“Marion County Code”); and

WHEREAS, pursuant to Section 10-279, the County recently completed a new technical study pertaining to the Transportation Impact Fees, and implementation of the recommendations within that study, along with recent updates to state law pertaining to impact fees, necessitates that the Marion County Board of County Commissioners (“Board”) make certain amendments to Chapter 10, Article XI of the Marion County Code; and

WHEREAS, in accordance with Section 163.31801(6), Florida Statutes, the Board has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances set forth in the demonstrated-need analysis, entitled “Marion County Transportation Impact Fee Supplement, Demonstration of Extraordinary Circumstances,” dated March 19, 2025, and prepared by Benesch; and

WHEREAS, based upon the findings and conclusions in the demonstrated-need analysis and after considering all information and comment provided at the publicly-noticed workshops, the Board hereby finds that the County has experienced extraordinary circumstances -- including rapid population growth, significant increases in building permits leading to growth in demand for Public Facilities capacity, significant increases in Capital Improvement and land costs, and projected revenue losses if the Transportation Impact Fees are not increased – that justify the need to exceed the statutory phase-in limitations set forth in Section 163.31801(6), Florida Statutes; and

WHEREAS, the Board hereby finds based on the extraordinary circumstances set forth in the demonstrated-need analysis that it is necessary and in the best interests of the health, safety, and welfare of the citizens of Marion County to impose the updated Transportation Impact Fee rates set forth herein; and

WHEREAS, upon adoption of this Ordinance, notice of the Transportation Impact Fee rates imposed herein shall be provided in accordance with Section 10-284 of the Marion County Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. REDESIGNATING ARTICLE XI OF CHAPTER 10 OF THE MARION COUNTY CODE. Article XI of Chapter 10 of the Marion County Code is hereby redesignated from "Impact Fee for Transportation Facilities" to "Impact Fees."

SECTION 3. AMENDMENT OF SECTION 10-271 OF THE MARION COUNTY CODE. Section 10-271 of the Marion County Code, entitled Short Title, Authority and Applicability, is hereby amended as follows

Sec. 10-271. Short title, authority ~~and applicability.~~

(a) This article shall be known and may be cited as the "Marion County Impact Fee Ordinance ~~for Transportation Facilities.~~"

(b) The Board of County Commissioners of Marion County (~~hereafter the "board"~~) has the authority to adopt this article pursuant to Article VIII, Section 1 of the Florida Constitution and Chapters 125 and 163, Florida Statutes.

(c) ~~Chapter 336, Florida Statutes, invests the board with general superintendence and control of all county roads and structures within Marion County including all collector roads in the unincorporated areas of~~

~~Marion County and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas and all urban minor arterial roads not in the state highway system.~~

[underline indicates additions; strikethrough indicates deletions]

SECTION 4. AMENDMENT OF SECTION 10-272 OF THE MARION COUNTY

CODE. Section 10-272 of the Marion County Code, entitled Intent and Purpose, is hereby amended as follows:

Sec. 10-272. Intent, and purpose, and findings.

(a) This article is intended to implement and be consistent with the Marion County Comprehensive Plan to assess new development a pro rata share of the costs required to finance Infrastructure and Capital Improvements to Public Facilities ~~transportation—improvements~~ necessitated by new development.

(b) The purpose of this article is to ensure that new development bears a fair share of the cost of capital expenditures necessary to provide Public Facilities in the County as contemplated by the comprehensive plan. ~~require the impact generating land development activity within the county to provide for capital improvements and additions to the Major Road Network System system which are necessitated by impact generating land development activity through the payment of impact fees.~~

(c) This Article shall not be construed to permit the collection of Impact Fees from Impact Generating Land Development Activity in excess of the amount reasonably anticipated to offset the cost of the demand from the Impact Generating Land Development Activity.

(d) This Article is intended to be consistent with the principles for allocating a fair share of the cost of new Public Facilities to new users. This article is intended to require development to contribute its proportionate share of the funds, land, or public facilities necessary to accommodate any impacts having a rational nexus to the proposed development and for which the need is reasonably attributable to the proposed development.

(e) The State of Florida through the enactment of Sections 163.3203 and 163.31801, Florida Statutes, has found that Impact Fees are an important source of revenue for a local government to use in funding the Capital Improvements and Infrastructure necessitated by new growth and that Impact Fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction provided that any Impact

Fee adoption or amendment must meet certain minimum standards as set out in Section 163.31801, Florida Statutes.

(f) The implementation of Impact Fees for Public Facilities to assist the County in funding growth-necessitated improvements is in the best interests of the citizens of Marion County, Florida.

(g) The Administrative Charge authorized for the Impact Fees pursuant to Section 10-282 is equal to or less than the actual costs of administration and collection of the Impact Fees in accordance with Section 163.31801, Florida Statutes, or its statutory successor in function.

(h) Providing incentives for the creation of Private Schools by exempting Private Schools from the County's Impact Fees serves to reduce the burden on public educational facilities, benefit the community as a whole and constitutes a valid public purpose. Further Private Schools may provide fiscal benefits to the County in excess of the cost of the project's impact to the County's Public Facilities that provides additional justification for exempting Private Schools from the County's Impact Fees.

[underline indicates additions; ~~strikethrough~~ indicates deletions]

SECTION 5. AMENDMENT OF SECTION 10-273 OF THE MARION COUNTY

CODE. Section 10-273 of the Marion County Code, entitled Definitions, is hereby amended as follows:

Sec. 10-273. General Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adequate security means cash, a cashier's check, a letter of credit, property, or any other thing of value reasonably acceptable to the county.

Accessory Building or Structure means a detached, subordinate Building, meeting all property development regulations, the use of which is clearly incidental and related to the use of the principal Building or use of Land and which is located on the same lot as the principal Building or use.

Administrative Charge means the fee imposed in Section 10-283 to offset the actual costs associated with the collection and administration of Impact Fees imposed pursuant to this Article. The Administrative Charge is in addition to the Impact Fees imposed for Impact Generating Land Development Activity.

Alternative Impact Fee means any alternative Impact Fee calculated by an applicant and approved by the Board pursuant to Section 10-278 hereof.

Apartment means a structure that includes more than one dwelling unit. For impact fee determining purposes, duplex, triplex and quadruplex shall be categorized as "Apartment Residential 1-2 stories (per dwelling unit)."

Arterial road means a road providing service which is relatively continuous and of relatively high traffic volume, long average trip length, high operating speed, and high mobility importance. In addition, every United States numbered highway is an arterial road.

Board means the Marion County Board of County Commissioners.

Building means any structure, either temporary or permanent, designed or built for the support, enclosure shelter or protection of persons, chattels or property of any kind. This term shall include manufactured homes, trailers, mobile homes or any vehicles serving in any way the function of a Building. This term shall not include temporary construction sheds or trailers erected to assist in construction and maintained during the term of a construction.

Building area means the area expressed in square feet (sf) included within surrounding exterior walls, or exterior walls and fire walls, exclusive of courts, but including all Floor Area. The area of a Building or portion of a Building without surrounding walls shall be the usable area under the horizontal projection of the roof or floor above. Building Area is the applicable unit of measurement for those Impact Fee Land Use Categories where the Impact Fee is determined based on square feet (sf).

Building permit means that development permit issued by the County or a city under the authority of law that is required before the construction or siting of a structure Building or portion thereof and, for purposes of this Article on Impact Fees, includes move-on permits, electrical permits, tie-down permits, or other development approvals for those structures or Buildings, such as a Mobile Home, that do not require a Building Permit to be constructed or occupied.

Capital improvement means any project eligible for inclusion as a road project in the Major Road Network System system, including expenditures for transportation planning, right of way acquisition, engineering, and construction, and facility planning, land acquisition, site improvements, and necessary off-site improvements. The term does not include routine or periodic maintenance as those terms are defined in subsections 334.03(18) or (23), Florida Statutes (2015). This term also does not include routine resurfacing.

Certificate of Occupancy means the official document or certificate issued by the County or a city under the authority of law, authorizing the occupancy of any Building or parts thereof and, for purposes of this Article on Impact Fees, includes move-on permits, electrical permits, tie-down permits, or

other development approvals for those structures or Buildings, such as a Mobile Home, that do not require a Certificate of Occupancy to be occupied.

~~Collector road means a road providing service which is of average traffic volume, trip length, and operating speed. Such a road also collects and distributes traffic between local roads or arterial roads and serves as a linkage between land access and mobility needs.~~

County means Marion County, Florida.

County Administrator means the chief administrative officer of the County appointed by the Board or such person's designee.

~~Development order means an order granting a comprehensive plan amendment changing the land use of property or an order granting or granting with conditions an application for a development permit as defined in subsection 163.3164(156), Florida Statutes.~~

~~Developer contribution means a feepayer's donation and conveyance of land, Capital Improvements, or Infrastructure as a contribution to the County's Public Facilities, right-of-way or drainage retention areas for, or contribution toward or construction of, off-site road improvements to the Major Road Network System.~~

Dwelling unit (du) means a Building, or a portion thereof, which is designed for residential occupancy, consisting of one or more rooms which are arranged, designed or used to provide complete independent living quarters for one or more persons and includes permanent provisions for living, sleeping, eating, cooking, and sanitation. The terms shall not include hotels, motels, time-shares, tourist or trailer camps allowing a rental of less than three months, or residential facilities which provide 24 hours a day medical care.

Encumbered means monies committed by contract or purchase order in a manner that obligates the county to expend the Encumbered amount upon delivery or completion of goods, services or real property provided by a vendor, supplier, contractor, or owner. For purposes of the Transportation Impact Fee, the execution of an agreement with the Florida Department of Transportation by the County for the construction of improvements or additions to a designated improvement to the state highway system, with or without reimbursement, shall be considered to have encumbered Transportation Impact Fees collected for that improvement or addition.

Existing land development activity means the most intense use of land since January 1, 1990. In the case of a building that has been vacant since January 1, 1990, the last documented use of the building shall be used. In the case of the Ocala Redevelopment Area, as defined by resolution 88-52 of the City of Ocala Council, the most intensive use of the land since 1965 shall be used. The board may, by resolution, adopt a different period of time for county and municipal community redevelopment areas.

Feepayer shall means a person who is commencing Land Development Activity covered by this article. A Feepayer may also be referred to as the applicant or developer.

Floor Area shall mean the sum of the gross floor area for each of a Building's stories, measured from the exterior faces of the structure.

Government Property means property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency or political subdivision thereof, a city, a special district, or a school district.

Generation of traffic shall mean the production or attraction of traffic.

Impact Fees means the fees imposed by the Board pursuant to this Article.

Impact Fee Land Use Category means those categories of land use incorporated in the impact fee rate schedules adopted in this Article XI, as identified by ITE LUC code.

Impact generating land development activity means land development activity designed or intended to permit a use of the land which will cause an increased the impact on the County's Public Facilities generation of vehicle-miles of travel for such land development activity.

Independent Impact Analysis means a study prepared by an applicant and submitted to the County Administrator pursuant to Section 10-278.

ITE LUC means the Impact Fee Land Use Category based on the publication Trip Generation Manual, 11th Edition, 2021, as supplemented, published by the Institute of Transportation Engineers, or the most recent edition thereof.

Land means the earth, water, and air above, below, or on the surface, and includes any improvements or structures customarily regarded as land.

Land development activity means is any activity which requires the issuance of a Building Permit.

Major road network system means all principal and minor arterial roads, and major and minor collector roads within Marion County, including proposed arterial and collector roads of this type. The Major Road Network System shall also include new roads approved by the board by resolution and those proposed section line roads, required to be dedicated and/or constructed as part of new final development orders, which the county determines to meet collector or arterial road definition. The Major Road Network System shall also include arterial and collector roads shown on the Marion County Comprehensive Plan Future Traffic Circulation Functional Classification Map, or listed in the transportation planning organization's (TPO's) long range transportation plan (LRTP) or the county transportation improvement plan (TIP) or municipal capital improvement plans (CIP) or capital improvement elements.

A-Mobile home is means a structure transportable in one or more sections which is eight (8) feet or more in width and which is built upon an integral chassis and designed to be used as a dwelling unit when connected to the required utilities. This definition also includes manufactured homes.

A-Multifamily residence is means a building or portion thereof, used for residential purposes, and which contains two (2) or more separate dwelling units.

Nonresidential means Impact Generating Land Development Activity that is not Residential.

Owner means the person holding legal title to the real property.

~~Off-site road improvement means a road improvement, which meets the definition of a capital improvement, located outside the boundaries of the parcel proposed for development, which is required in order to serve the development's external trips on the Major Road Network System. Off-site road improvements do not include access improvements.~~

Person means individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other entity.

Private School means a nonpublic school that provides instructional services that meet the intent of Section 1003.01(16), Florida Statutes, for children in any grade from kindergarten through high school, but not including home education programs or personalized education programs, as defined in Section 1002.01, Florida Statutes, or private tutoring programs as provided in Section 1002.43, Florida Statutes..

Public Facilities means major capital facilities for which the Board imposes an Impact Fee pursuant to this Article XI, Chapter 10 of the Marion County Code.

Residential means Impact Generating Land Development Activity consisting of Mobile Homes, Multifamily Residences, or Single Family Residences.

~~Right-of-way means land in which the state, the department of transportation, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility.~~

~~Road shall include highways, streets, sidewalks, bike lanes or paths, alleys, multi-modal facilities associated with road capacity only, and other ways open to travel by the public, including the roadbed, right-of-way, and all culverts, drains, sluices, ditches, water storage areas, drainage retention areas, waterways, embankments, slopes, retaining walls, and bridges necessary for the maintenance of travel.~~

~~Road construction district shall have the meaning ascribed to it in section 10-325 of this article.~~

~~Road necessary to provide direct access to the development shall mean road improvements and right-of-way dedications for any road or intersection improvement that is not part of the Major Road Network System system, and whose function at the time of its construction is primarily to allow access to the development.~~

A *Single-family residence* is means a detached dwelling unit used for single family residential purposes, and for the purposes of calculating the Impact Fee rate, includes Mobile Homes that are not within a mobile home park.

~~Site-related road improvements are road improvements and right-of-way dedications which do not meet the same needs as the impact fee and which are (a) internal, on-site land or facilities required by local regulations, or (b) off-site improvements necessary to provide safe and adequate services to the development. Site-related improvements include, but are not limited to, the following: (1) site driveways and roads; (2) right and left turn lanes leading to those driveways; (3) traffic control measures for those driveways; (4) frontage roads; and (5) road necessary to provide direct access to the development.~~

Site Plan means, for the purposes of this Article, a plan approved by the County or a city to ensure that development activities occur in compliance with all land development regulations and specifying the specific arrangement of Buildings and other improvements on site in relation to each other, existing site conditions, and information on the nature and intensity of land use.

Technical study means is the periodic methodological study prepared by a qualified consultant in order to determine the amount of impact fees imposed by this article, as adopted pursuant to section 10-282 hereof.

[underline indicates additions; strikethrough indicates deletions]

SECTION 6. AMENDMENT OF SECTION 10-275 OF THE MARION COUNTY

CODE. Section 10-275 of the Marion County Code, entitled Who Must Pay Impact Fees, is hereby amended as follows:

Sec. 10-275. Who must pay impact fees.

(a) Any person who, ~~after the effective date of this article,~~ shall commence any new impact generating land development activity, shall be required to pay the impact fees in the manner and amount set forth in this article.

(b) In the case of a change of use, redevelopment, or modification of an existing use which requires the issuance of a building permit, Site Plan approval, or a Certificate of Occupancy, the impact fee shall be based upon

the net increase in the impact fee for the new use as compared to the existing use land development activity. If a subsequent change in the nature of an existing use land development activity, or a replacement of the existing use land development activity to be permitted generates additional traffic impact on the Public Facilities, then the new use land development activity shall pay impact fees only to the extent of the net increase in the impact of the use land development activity. The amount of the impact fee that is due as a result of the change in land use shall be paid prior as a condition of to the issuance of a certificate of occupancy for construction or remodeling. If the change of land use does not require the issuance of a building permit, or site plan approval, or a Certificate of Occupancy, then there shall be no requirement to pay an impact fee. The planning division shall calculate the impact fee due to a change in use. Under no circumstances will a refund of the impact fee be granted for change of use. Where portable buildings utilized for education have paid an impact fee at one site and such buildings are relocated to another site, no additional impact fees will be required for such relocation.

(c) Any land development activity, for which a complete application for a building permit has been submitted prior to the effective date of any impact fee increase, may pay impact fees for that land development activity at the rate in effect at the time a complete application for a building permit has been submitted, provided however, this provision shall apply only as long as such building permit remains valid.

(d) Notwithstanding any provision to the contrary, any modification to an existing use which does not exceed five hundred (500) square feet, and the addition of a room to a residential structure which does not create an additional dwelling unit, shall be deemed de minimis impacts and no impact fee shall be due for such modifications. Except for residential additions, which do not create an additional dwelling unit, de minimis impact modifications shall be limited to one per calendar year per parcel. The addition of a dwelling unit greater than (one thousand) 1,000 s.f.g.l.a. in size, to a parcel already occupied by a single-family residence, when not attached to such single-family residence by a habitable space, shall be considered as an additional dwelling unit subject to payment of a separate impact fee.

(e) Reserved. The payment of the impact fees shall be in addition to all other fees, charges, or assessments due for the issuance of a Building Permit or Certificate of Occupancy.

(f) Education facilities. The board hereby finds that providing incentives for the creation of private educational facilities reduces the burden on public educational facilities, benefits the community as a whole and constitutes a valid public purpose. The board further finds that private educational facilities may provide fiscal benefits to the county in excess of the cost of the project's impact to the county's Major Road Network System. The board further finds that by operation of state law public educational facilities are

~~exempt from the payment of impact fees. Therefore, the board may, in its sole discretion, grant a partial or total rebate of all impact fees actually paid in cash on account of an impact generating land development activity when the original occupant of such development activity was a private educational facility from kindergarten through high school, upon letter application from the fee payer. To be considered for such rebate, an application for rebate must be filed with the county administrator within seven (7) years of the date of payment of such Fees, and the improvements must still be in use as a private educational facility as of the date of the application. Payment of any rebates made to the applicant shall be made from the county's general fund.~~

[underline indicates additions; ~~strikethrough~~ indicates deletions]

SECTION 7. AMENDMENT OF SECTION 10-277 OF THE MARION COUNTY

CODE. Section 10-277 of the Marion County Code, entitled Rebate of Fees Paid, is hereby amended as follows:

Sec. 10-277. Rebate of fees paid.

(a) Any funds not expended or Encumbered by the end of the calendar quarter immediately following seven (7) years from the date on which the impact fee was paid ~~may~~ shall be returned to the feepayer with interest at the rate earned in the impact fee ordinance trust fund, if any, in accordance with the procedures in this section.

(b) The Board may, by resolution, extend for up to three (3) years the date at which the funds may be rebated. Such an extension shall be made upon a finding that within the three-year period, eligible improvements are scheduled to be constructed that are reasonably attributable to the feepayer's land development activity and that the fees for which the time of rebate is extended shall be spent for those Capital Improvements or Infrastructure.

(c) For purposes of computation of time and expenditure of collected fees, the first fees collected shall be deemed the first fees Encumbered or expended spent. ~~For purposes of this section, funds shall be considered expended when contracts(s) have been awarded by the county committing the funds or when the funds have actually been spent, whichever is earlier.~~ Rebates shall be made only in accordance with the following procedures:

(1) To qualify for a rebate, the feepayer or his successor in interest must submit a petition for a rebate within one hundred eighty (180) days of the time identified in subsection (a) or (b) above, as applicable.

(2) The petition for rebate shall be submitted to the county administrator or his designee and shall contain:

a. A notarized sworn statement that the petitioner is the then current owner of the property on behalf of which the impact fee was paid;

b. A copy of the dated receipt issued for payment of such fee, or such other record as would indicate payment of such fee;

c. A certified copy of the latest recorded deed; and

d. A copy of the most recent ad valorem tax bill.

(3) The county administrator or his designee shall review the rebate application within thirty (30) days from the date of its receipt and determine whether an impact fee rebate is appropriate. If rebate is determined not to be appropriate, the applicant will be notified in writing.

(4) Any impact fee collected shall be rebated to the feepayer or his successor in interest if the fees have not been spent or encumbered prior to the time identified in subsection 10-277(a) or (b) above. ~~Impact fees collected shall be deemed to be spent or encumbered on the basis that the first fee collected shall be the first fee spent.~~

(5) Any application submitted after the one hundred eighty- ~~(180-)~~ day period provided in subsection 10-277(c) shall not be accepted and the applicant shall have no further right to a rebate of impact fees. The impact fee rebate shall be made to the applicant within sixty (60) days of such determination of appropriateness as indicated in subsection 10-277(c)(3).

[underline indicates additions; strikethrough indicates deletions]

SECTION 8. AMENDMENT OF SECTION 10-278 OF THE MARION COUNTY

CODE. Section 10-278 of the Marion County Code, entitled Independent Impact Analysis, is hereby amended as follows:

Sec. 10-278. Independent impact analysis.

(a) At the option of the feepayer, ~~the~~ an Alternative Impact Fee may be computed by the use of an independent impact analysis. The person who prepares the independent impact analysis shall be approved by the county administrator or his designee on the basis of professional training and experience in the preparation of impact analyses. The feepayer shall be responsible for preparation of a complete independent impact analysis, which must be submitted to the County Administrator prior to the issuance of a Certificate of Occupancy for the subject Impact Generating Land Development Activity. Upon review and analysis, and the county administrator or his designee shall submit a recommendation to the board to accept, reject or modify that analysis and the proposed Alternative Impact Fee. The Board shall determine whether to accept, reject, or modify the

Independent Impact Analysis and the Alternative Impact Fee ~~The decision of the board may be appealed to the circuit court within thirty (30) days of the decision.~~

(b) If the an Alternative Impact Fee is computed by an independent impact analysis, the analysis must be consistent with the following:

(1) The independent impact analysis shall be based on data, information, assumptions, and the methodology defined in the independent impact analysis guidelines provided in the Marion County Impact Fee Administrative Procedures Manual .The independent impact analysis shall study all demand component variables utilized in the formula and shall not be acceptable if less than all demand components are studied. The independent impact analysis shall utilize the cost and audit components set forth in the most current applicable technical study referenced herein or the Independent Impact Analysis may utilize alternative data sources provided that (i) the alternative source is a generally accepted standard source of planning information and cost impact analysis performed pursuant to a generally accepted methodology consistent with the applicable Technical Study and (ii) the alternative source is based upon the most recent and localized data that is available within 4 years of the Independent Impact Analysis submission and adequate to support the conclusions contained in such study. For purposes of any Independent impact Analysis, the Impact Generating Land Development Activity shall be presumed to have the maximum impact on the Capital Facilities for the appropriate Impact Fee Land Use Category.

(2) If the independent impact analysis is prepared in connection with a contribution agreement ~~by which terms the fee will be paid at the time of discretionary action by the board~~, the statement shall be submitted by the county administrator or his designee to the board for its review and at the same time it considers the ~~action to be taken~~ contribution agreement.

(3) If the independent impact analysis covers a development located within a municipality, the county shall make a copy of the analysis available for municipal review and comment.

(c) A processing and review fee of five hundred dollars (\$500.00) shall be submitted with the independent impact analysis, which fee is equal to or less than the County's anticipated actual costs associated with the review and administration of an Independent Impact Analysis. County staff processing and reviewing the analysis shall keep records of the time and cost of such review and if the total cost of processing and review is less than five hundred dollars (\$500.00), a rebate of the difference shall be provided to the applicant.

(d) An Applicant who submits an Independent Impact Analysis for a proposed Alternative Impact Fee pursuant to this section and desires the issuance of a Certificate of Occupancy prior to the resolution of a pending Alternative Impact Fee shall pay the applicable Impact Fee at the time of

said application for Certificate of Occupancy. Said payment shall be deemed "Under Protest" and shall not be construed as a waiver of any rights. Any difference in the amount of the Impact Fees after resolution of the pending Alternative Impact Fee shall be refunded or paid, as applicable.

[underline indicates additions; ~~strikethrough~~ indicates deletions]

SECTION 9. AMENDMENT OF SECTION 10-279 of the MARION COUNTY

CODE. Section 10-279 of the Marion County Code, Local Studies; Five-Year Updates, is hereby amended as follows:

Sec. 10-279. - ~~Local studies; five-year updates~~Review Requirement.

This Article and the Technical Study for each Impact Fee imposed herein shall be reviewed by the County approximately every five (5) years. The initial and each subsequent review shall consider but not be limited to all components of the applicable Technical Study. The purpose of this review is to demonstrate that the Impact Fees do not exceed reasonably anticipated costs associated with growth necessitated improvements to the Public Facilities. In the event the review of this Article and a Technical Study required by this section alters or changes the assumptions, conclusions and findings of the Technical Study then said study shall be amended and updated to reflect the assumptions, conclusions and findings of such reviews and the applicable Impact Fees shall be amended in accordance therewith. Once a Technical Study is initiated, if the Impact Fee rates are going to be increased, those increases must be adopted within twelve (12) months.

~~The county administrator or his designee shall periodically perform studies, as directed by the board, to determine whether the data utilized to establish the impact fees stated herein are consistent with local experience. At least every five (5) years, the county administrator shall inform the board regarding the progress of and results obtained in such studies, and may make recommendations regarding changes to the impact fees. The county administrator may recommend to the board the performance of studies within such five-year period consistent with local experience, as necessary.~~

[underline indicates additions; ~~strikethrough~~ indicates deletions]

SECTION 10. AMENDMENT OF SECTION 10-280 OF THE MARION COUNTY

CODE. Section 10-280 of the Marion County Code, Review Hearings Before a Hearing Officer, is hereby amended as follows:

Sec. 10-280. - Review hearings before a hearing officer.

* * *

- (b) Such a hearing shall be limited to the review of the following:
- (1) The application or calculation of the appropriate impact fee pursuant to this Article section 10-322.
 - (2) The application or calculation of the appropriate rebate of impact fee pursuant to section 10-277.
 - (3) The refusal or valuation of developer impact fee credit for dedication of land or construction of improvements.
 - (4) The county's administrator's rejection of an independent impact analysis pursuant to Section 10-278.
 - (5) A claim that the new fee schedule constitutes an unlawful impairment of an existing construction or development contract.

* * *

- (g) The application fee for appeals to the hearing officer shall be eight hundred dollars (\$800.00), which fee is equal to or less than the County's anticipated actual costs associated with the review and administration of such an appeal. This fee and shall be paid when the applicant files his request to a review hearing with the zoning director. If the total fees paid to the hearing officer for issuance of the hearing officer's final order on review is less than eight hundred dollars (\$800.00), the county will provide a rebate of the excess application fee to the applicant.

[underline indicates additions; ~~striketrough~~ indicates deletions; *** indicates omitted text that was not amended]

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SECTION 11. REPEAL OF SECTION 10-282 THE MARION COUNTY CODE.

Section 10-282 of the Marion County Code, entitled Indexing, is hereby repealed in its entirety.

SECTION 12. REPEAL OF SECTION 10-283 OF THE MARION COUNTY CODE.

Section 10-283 of the Marion County Code, entitled Annual Indexing Procedure, is hereby repealed in its entirety.

SECTION 13. ADOPTION OF NEW SECTION 10-282 OF THE MARION COUNTY CODE. A new Section 10-282 of the Marion County Code, entitled Adoption of Impact Fee Technical Studies, is hereby created to read as follows:

Sec. 10-282. Adoption of Impact Fee Technical Studies.

(a) The Board hereby adopts and incorporates by reference the Technical Study entitled "Marion County Transportation Impact Fee Study," dated February 28, 2025 and prepared by Benesch, including the assumptions, conclusions, supporting data sources, and findings therein as to the determination of the anticipated costs of Capital Improvements and additions to the Major Road Network System required to accommodate growth, which Technical Study is on file with the office of the County Administrator and available for public inspection.

SECTION 14. ADOPTION OF NEW SECTION 10-283 OF THE MARION COUNTY CODE. A new Section 10-283 of the Marion County Code, entitled Administrative Charges, is hereby created to read as follows:

Sec. 10-282. Administrative Charges. In addition to the Impact Fees imposed in this Article, the County or city, whichever entity is collecting the Impact Fee, may charge an additional \$25 Administrative Charge for each Residential Impact Fee collected and an additional \$35 Administrative Charge for each Nonresidential Impact Fee collected to defray the costs of collecting and administering the Impact Fees, which charges are equal to or less than the actual costs of administration and collection.

SECTION 15. ADOPTION OF NEW SECTION 10-286 OF THE MARION COUNTY CODE. A new Section 10-286 of the Marion County Code, entitled Exemptions, is hereby created to read as follows:

Sec. 10-286. Exemptions.

(a) The following shall be exempted wholly or in part from payment of the transportation impact fee:

(1) Alterations or expansion of an existing Building where no additional units are created, the use is not changed, and where no additional impact on Public Facilities is caused by the alterations or expansions over and above that produced by the existing use.

(2) The construction of Accessory Buildings or Structures which will not produce additional impact on Public Facilities over and above that produced by the principal Building or use of the land.

(3) The replacement of an existing Mobile Home on the same Land, provided the applicant presents evidence to the County Administrator that the existing Mobile Home was licensed by the State of Florida, located in Marion County and use as a residence since January 1, 1990. Evidence may include a mobile home certificate of payment, electric utility service statements, tax roll records or other such records that demonstrate that the existing Mobile Home was used as a residence. A statement from any individual verifying the residence is not acceptable.

(4) Government Property, including public schools and charter schools.

(5) Private Schools.

(b) Any claim of exemption must be made no later than the time of application for a Certificate of Occupancy. Any claim not so made shall be deemed waived.

SECTION 16. ADOPTION OF NEW SECTION 10-287 OF THE MARION COUNTY CODE. A new Section 10-287 of the Marion County Code, entitled Penalties, is hereby created to read as follows:

Sec. 10-287. Penalties. A violation of this Article shall be prosecuted as provided in Section 125.69, Florida Statutes; however, in addition to or in lieu of any criminal prosecution, Marion County shall have the power to sue in civil court or to use the code enforcement process as provided by Chapter 162, Florida Statutes to enforce the provisions of this Article.

SECTION 17. AMENDMENT OF SECTION 10-321 OF THE MARION COUNTY

CODE. Section 10-321 of the Marion County Code, entitled Findings, is hereby amended as follows:

Sec. 10-321. Findings.

It is hereby ascertained, determined and declared:

(1) Development necessitated by the growth contemplated in the Marion County Comprehensive Plan and the Technical Study for Transportation Impact Fees will require Capital Improvements and additions to the Major Road Network System to accommodate the new development generated by such growth and maintain the standards of service provided by the Major Road Network System. Both existing development and development necessitated by the growth contemplated in the comprehensive plan will require improvements and additions to the Major Road Network System system to accommodate and maintain traffic at the level of service adopted by municipalities and the county.

(2) Future growth, as represented by Impact Generating Land Development Activity, should contribute to the cost of Capital Improvements and additions to the Major Road Network System required to accommodate traffic generated by such growth as contemplated in the comprehensive plan.

(3) The required Capital Improvements and additions to the Major Road Network System needed to accommodate existing traffic at the level of service adopted by municipalities and the county shall be financed by revenue sources of municipalities and the county other than transportation impact fees. The required Capital Improvements to the Major Road Network System needed to eliminate any deficiencies shall be financed by revenues other than Transportation Impact Fees.

(4) Implementation of a the Transportation Impact Fees structure, to require future impact generating land development activity to contribute the cost of required transportation capital improvements and additions, is an integral and vital element of the regulatory plan of growth management incorporated in the comprehensive plan of the county.

(5) There is a rational nexus between future growth, as measured by Impact Generating Land Development Activity, and the need to expand the Major Road Network System through the acquisition and construction of new Buildings, equipment, Right-of-Way, Land, transportation improvements, and other Capital Improvements in order to maintain the standards of service currently provided by the Major Road Network System. The Transportation Impact Fees adopted herein for each Impact Fee Land

Use Category are proportional to impact expected to be generated by Impact Generating Land Development Activity.

(56) The Board expressly finds that Capital Improvements and additions to the Major Road Network System provide a benefit to all Impact Generating Land Development Activity within the county in excess of the Transportation Impact Fee and the collection of Transportation Impact Fees is the a major source of funding for the county five (5) year transportation improvement program. The Board has determined that ad valorem tax revenue and other revenues will not be sufficient to provide the Capital Improvements to the Major Road Network System that are necessary to accommodate new Impact Generating Land Development Activity within the County.

(7) The purpose of this Article is to require payment of Transportation Impact Fees by those who engage in Impact Generating Land Development Activity to provide for the cost of Capital Improvements to the Major Road Network System that are required to accommodate such growth. This Article shall not be construed to permit the collection of Transportation Impact Fees in excess of the amount reasonably anticipated to offset the demand on the Major Road Network System generated by such applicable Impact Generating Land Development Activity.

(68) In recognition that transportation planning is an evolving process, it is the intent of the Board that needed Capital Improvements to the Major Road Network System be identified and evaluated periodically to ensure ~~insure~~ Transportation Impact Fee revenues are allocated to provide benefits to new development as required by law. By periodically reevaluating Transportation Impact Fees and planned road improvements, the County can ensure ~~insure~~ fees are imposed equitably and lawfully and are utilized effectively based upon actual and anticipated growth needs at the time of their imposition. Therefore, the cost of reviewing, updating, and adjusting this division is necessary to ensure ~~insure~~ that Transportation Impact Fees are imposed and administered in accordance with applicable law.

(79) The County has a responsibility to provide and maintain all roads ~~in~~ the County Road System in Marion County and cooperates with cities and the State of Florida in the provision of non-County Roads in the Major Road Network System, including Collector and Arterial Roads within the City Street System and the State Highway System. ~~in both the unincorporated areas as well as the incorporated areas.~~ New Impact Generating Land Development Activity occurring both within unincorporated and incorporated areas ~~has impacts upon the Major Road Network System and county road system and state highway system within Marion County.~~ placing a fair share of the burden of the cost of providing the Capital Improvements and additions to the Major Road Network System required by Impact Generating Land Development Activity within incorporated areas constitutes a county purpose. In recognition of these findings, it is the intent of the Board to impose the Transportation Impact Fee on all Impact

Generating Land Development Activity occurring within the county, including areas within municipal boundaries.

(810) The technical study entitled "Marion County Transportation Impact Fee Update Study" dated ~~June 15, 2015~~February 28, 2025, prepared by ~~Tindale Oliver and Associates Benesch~~, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the needs for and costs of additional transportation Capital Improvements facilities in Marion County.

(11) The data set forth in the Technical Study which was employed in the calculation of the Transportation Impact Fee rates imposed herein is the most recent and localized data available for the Major Road Network System and was not more than 4 years old at the time of the updated Technical Study. The increased Transportation Impact Fee rates included herein were adopted within twelve (12) months of the initiation of the Technical Study.

(12) The Transportation Impact Fees collected by the County pursuant to this Article may be used to pay existing debt related to the construction of Capital Improvements or for previously approved Capital Improvements. The Board legislatively finds and determines that these Capital Improvements funded by the Transportation Impact Fees are proportional and have a rational nexus to the impacts generated by new development that contributes Transportation Impact Fees towards the funding of these facilities and that there is available capacity to serve those properties from the debt funded infrastructure from previously approved projects.

[underline indicates additions; ~~strikethrough~~ indicates deletions]

SECTION 18. AMENDMENT OF SECTION 10-322 OF THE MARION COUNTY

CODE. Section 10-322 of the Marion County Code, entitled Computation of Amount of Fees, is hereby amended as follows:

Sec. 10-322. Computation of amount of fees.

(a) All Impact Generating Land Development Activity within the County, including all municipal areas, shall pay the Transportation Impact Fees, as established in this division, as a condition of issuance of a Certificate of Occupancy.

(b) At the time a complete application for a building permit is submitted for the construction of an impact generating land development activity, the county will determine the amount of Transportation Impact Fees to be paid. The impact fee shall be in the amounts set forth in section 10-327 and payable pursuant to Section 10-276.

(c) If the Impact Generating Land Development Activity includes fractional units, the fee shall be computed to the appropriate fraction.

(d) If the Impact Generating Land Development Activity is requested for mixed uses, then the Transportation Impact Fee shall be determined through using the schedule adopted in Section 10-327 by apportioning the space committed to uses specified on the schedule.

(e) Pursuant to Section 10-275, in the case of a change of use, redevelopment or modification of an existing use which requires the issuance of a building permit, Site Plan approval, or certificate of occupancy, the impact fee shall be based on the net increase in the impact fee for the new use as compared to the existing ~~usel~~and development activity.

(~~e~~f) If the land development activity being commenced cannot be classified into an Impact Fee Land Use Category ~~development type~~ identified in section 10-327, ~~then the fee payer may, at his option, use:~~

(1) The County Administrator shall use the fee schedule for the most nearly comparable Impact Fee Land Use Category to determine the Transportation Impact Fee. The County Administrator shall be guided in the selection of a comparable type by Florida Department of Transportation (FDOT) and/or Institute of Transportation Engineers (ITE) traffic generation statistics. If the County Administrator determines that there is no comparable type of land use on the above fee schedule, then the County Administrator shall determine the fee by:

(a) Using traffic generation statistics contained in the most recent edition of the Trip Generation Manual published by the Institute of Transportation Engineers or trip generation statistics supplied and certified by a registered state professional engineer;

(b) Using for average trip length the average trip length of all average trip lengths for the applicable land use type as set out in this article (i.e., residential, office and financial, industrial, recreational, institutional, retail) that were used in calculating the above fee schedule;

(c) Using as a percent new trips the average percent new trips for the applicable land use type (i.e., residential, office and financial, industrial, recreational, institutional, retail) that were used in calculating the above fee schedule; and

(d) Applying the formula set forth in applicable Technical Study to calculate the Transportation Impact Fee.

~~The current edition of the Institute of Transportation Engineers (ITE) manual entitled Trip Generation and the methodology used in the impact fee Study, to determine the trip generation component of the transportation impact fee.~~

(2) Or the feepayer may at his option determine the amount of Transportation Impact Fees by use of an independent impact analysis pursuant to section 10-278 of this article.

(dg) Any person undertaking an Impact Generating Land Development Activity ~~land development activity subject to impact fee payment~~ who is in doubt as to the type or amount of any Impact Fees due may request, in writing, a nonbinding statement of Impact Fees due for the Impact Generating Land Development Activity ~~land development activity~~ from the County Administrator or his designee, who shall expeditiously respond, in writing, to the request. The County Administrator may require sufficient drawings or plans related to the proposed development ~~to permit as a basis for his written answer.~~

[underline indicates additions; strikethrough indicates deletions]

SECTION 19. AMENDMENT OF SECTION 10-323 OF THE MARION COUNTY

CODE. Section 10-323 of the Marion County Code, entitled Developer Contribution

Credits, is hereby amended as follows:

Sec. 10-323. Developer contributions/~~credits~~.

(a) A credit shall be granted against the transportation impact fee imposed in ~~this Article section 10-322~~ pursuant to a written impact fee credit agreement that has been approved by the board for certain conveyance of right-of-way, including any required water retention areas, or for the contribution toward or construction of off-site road improvements to the Major Road Network System required to be made pursuant to a development order by the county, a municipal development order that is the subject of a written impact fee credit agreement approved by the board for credit, or pursuant to an voluntary impact fee credit agreement made in connection with impact generating land development activity. Such conveyances or improvements shall be subject to the following standards:

(1) The ~~conveyance of right-of-way or other Land~~ shall be an integral part of the Major Road Network System; which ~~is~~ are scheduled for ~~right-of-way~~ acquisition in the five (5) year county transportation improvement plan (TIP) or any municipal five (5) year CIP. The board may,

by super majority vote, allow impact fee credits for conveyance of right-of-way for projects anticipated for acquisition beyond the five (5) year county TIP or beyond the first five (5) years of any municipal CIP.

(2) The off-site road improvements to be constructed shall be an integral part of the Major Road Network System which are scheduled for construction in the five (5) year county TIP or any municipal CIP, and shall exclude site-related road improvements. The board may, by super majority vote, allow for impact fee credits for construction of off-site road improvements for projects anticipated for construction beyond the five (5) year county TIP or beyond the first five (5) years of any municipal CIP.

(3) Conveyance of right-of-way and off-site road improvements on principal and minor arterial or major or minor collector roads identified in the TPO long range transportation plan may be approved for a credit agreement by a supermajority vote of the board.

(4) All conveyances of right-of-way or off-site road improvements, together with appurtenant right-of-way or easements required by the county, shall be conveyed to the county pursuant to ordinances, resolutions or regulations then in effect and in a form acceptable to the county attorney provided however, this requirement may be waived by the board where conveyance is to any municipality or the state.

(5) If the development order requires the developer to contribute land or a ~~public facility~~ Capital Improvement or construct, expand, or pay for land acquisition or construction or expansion of a ~~public facility~~ Capital Improvement, or portion thereof, which complies with the requirements of subsections 10-323(a)(1) through (3), and the developer is also subject to impact fees or exactions to meet the same needs, the developer shall receive a Transportation Impact Fee credit on a dollar-for-dollar basis at fair market value as of the date of conveyance pursuant to ~~may enter into an impact fee credit agreement with the county in conformance with subsection (f). that credits a development order exaction or fee toward an impact fee or exaction for the same need.~~ For purposes of this section, the contribution or construction will meet the same needs if the improvement complies with the requirements of subsection 10-323(3). The nongovernmental developer need not be required, by virtue of this credit, to competitively bid or negotiate any part of the construction or design of the ~~facility~~ Capital Improvement, unless otherwise required by the county, or unless the estimated cost of construction exceeds two million dollars (\$2,000,000.00), in which case the project shall be competitively bid unless waived by the board.

(6) Any credit granted for conveyance of right-of-way or ~~other Land, or contribution or construction of other~~ Capital Improvements shall be valued in accordance with subsection 10-323(ed).

(7) Any developer seeking a credit against impact fees for development within any municipality shall contact the county impact fee coordinator immediately and the county shall review all traffic studies and

participate with the city during negotiation of the development order to be submitted to the board for approval.

(b) A feepayer who desires to contribute land or construct an off-site road improvement in lieu of payment, or in partial payment, of the Transportation Impact Fee shall, prior to issuance of a building permit, submit to the county administrator or his designee a proposed plan for the contribution of the land or for the construction of the off-site road improvement to the Major Road Network System. The county administrator or his designee shall review the proposed plan to determine if it meets the requirements of section 10-323. If the amended proposed plan meets the requirements for credit, the county administrator or his designee shall submit the proposed plan to the board. If the proposed plan does not meet the requirements for credit, the county administrator or his designee shall notify the applicant in writing. Upon such notice, the applicant may amend the application to meet the requirements for credit and, if applicable, may request the board to add all or a portion of the proposed off-site road improvements to the county transportation improvement plan during its yearly update. ~~If the amended proposed plan meets the requirements for credit, the county administrator or his designee shall resubmit the proposed plan to the board. In the case of a credit requiring a supermajority vote, the county administrator or his designee shall also submit the proposed plan to the board.~~ The proposed plan of construction, dedication or contribution shall include:

(1) A designation and legal description of the impact generating land development activity for which the plan is being submitted;

(2) ~~A list of the contemplated off-site road improvements~~ Land or Capital Improvements to be donated;

(3) A legal description and a written appraisal prepared in conformity with subsection 10-323(ed)(1) of this section of any land proposed to be dedicated or conveyed;

(4) An estimate of proposed construction costs certified by a registered professional engineer; and

(5) A proposed time schedule for completion of the proposed plan of construction, dedication or conveyance.

* * *

(d) ~~The amount of developer credit to~~ shall be applied to reduce the transportation impact fee on a dollar-for-dollar basis at fair market value and shall be determined according to the following standards of valuation:

(1) The value of contributed land shall be based upon a written appraisal of fair market value by a qualified and professional appraiser acceptable to the county and based on an appraisal of the fair market value of the property to be contributed, as of the date of the contribution. However, the county may require submission of an additional appraisal by an

appraiser selected by the county, at the expense of the applicant, if the appraisal submitted by the applicant is in excess of the value derived on the basis of the current county property appraiser's assessment multiplied by a factor of 1.50.

(2) The actual cost of construction of off-site road improvements to the Major Road Network System shall be based upon costs certified by a professional engineer. However, in no event shall any credit be granted for the construction of off-site road improvements in excess of the estimated costs approved by the county unless the construction project is competitively bid, in which case the credit shall be the actual cost or one hundred twenty (120) percent of the bid amounts whichever is less.

* * *

(f) Upon approval for the contribution of land or construction of off-site road improvements, an impact fee credit agreement shall be entered into between the county and the owner. A nonrefundable processing, review and audit fee of two thousand five hundred dollars (\$2,500.00), which fee is equal to or less than the County's anticipated actual costs associated with the processing, review, and audit of the developer contribution credit, shall be due once the plan has been approved and prior to the preparation of an impact fee credit agreement by the county attorney. The agreement shall include, but not be limited to:

* * *

(4) The duration of the agreement shall be for a period of five (5) years unless the applicant requests a longer period in which the board may approve a period of up to twenty (20) years. All credits available under an impact fee credit agreements shall be transferable within the applicable Road Construction District or to a development within an adjoining road construction district if the construction or contributions that generated the credit will provide direct benefit to the assignee development. In no event shall the duration exceed twenty (20) years, exclusive of any moratoria, from the date of recording in the official records.

* * *

(10) A requirement that the credit for the ~~road~~ Transportation impact fees identified in the agreement shall run with the land for which the transportation impact fee is being assessed and shall be reduced ~~by the entire amount of the transportation impact fee due for each building permit issued thereon until the development project is either completed or the credits are exhausted or no longer available.~~

* * *

(h) Any road right-of-way or Land ~~required~~ to be dedicated to the county ~~as a condition of development approval~~ shall be dedicated no later than the time at which impact fees are required to be paid under this section. The portion of the fee represented by a credit for construction shall be deemed

paid when the construction is completed and accepted by the county for maintenance or when adequate security for the completion of the construction has been provided.

(i) Any developer contribution credit granted from the transportation impact fee shall only be for construction or contributions made to the Major Road Network System to accommodate growth within the respective road construction district where the impact generating land development activity is located. Credits granted under this section shall run with the land and may be assigned to other developments, regardless of ownership, within the same road construction district or to a development within an adjoining road construction district if the construction or contributions that generated the credit will provide direct benefit to the assignee development.

(j) If the Transportation Impact Fee rates are increased after a credit is granted under this section, the credit holder shall be entitled to the full benefit of the intensity or density prepaid by the credit amount as of the date the credit was established.

[underline indicates additions; ~~striketrough~~ indicates deletions; *** indicates omitted text that was not amended]

SECTION 20. ADOPTION OF NEW SECTION 10-324 OF THE MARION COUNTY CODE. A new Section 10-324 of the Marion County Code, entitled Definitions Applicable to Transportation Impact Fees, is hereby created to read as follows:

Sec. 10-324. Definitions Applicable to Transportation Impact Fees.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Arterial Road means a Road providing service which is relatively continuous and of relatively high traffic volume, long average trip length, high operating speed, and high mobility importance. In addition, every State of Florida and United States numbered highway is an Arterial Road.

Capital Improvement means a fixed capital expenditure or fixed capital outlay providing additional capacity to the Major Road Network System, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvements to the Major Road Network System that have a life expectancy of at least five years; related Land acquisition, Land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the Public Facility into service. The term "capital improvement" is intended to be consistent with the term "infrastructure" in Section 163.31801, Florida Statutes.

Collector Road means a Road providing service which is of average traffic volume, trip length, and operating speed. Such a road also collects and distributes traffic between local roads or Arterial Roads and serves as a linkage between land access and mobility needs.

Major Road Network System means all principal and minor Arterial Roads and major and minor Collector Roads within Marion County, including Roads within the state highway system as defined in Section 334.03(24), Florida Statutes, and proposed Arterial and Collector Roads, but excluding the city street system as defined in Section 334.03(3), Florida Statutes, local roads as defined in Section 334.03(14), Florida Statutes, interstate highways, and toll facilities. The Major Road Network System shall also include new Roads approved by the Board by resolution and those proposed section line Roads, required to be dedicated and/or constructed as part of new final development orders, which the County determines to meet Collector Road or Arterial Road definitions. The Major Road Network System shall also include Arterial Roads and Collector Roads shown on the Marion County Comprehensive Plan Future Traffic Circulation Functional Classification Map, or listed in the transportation planning organization's (TPO's) long range transportation plan (LRTP) or the county transportation improvement plan (TIP) or municipal capital improvement plans (CIP) or capital improvement elements.

Off-site Road Improvement means a Road improvement, which meets the definition of a Capital Improvement, located outside the boundaries of the parcel proposed for development, which is required to serve the development's external trips on the Major Road Network System. Off-site road improvements do not include Site-related Road Improvements.

Right-of-Way means land in which the state, the department of transportation, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility.

Road shall include highways, streets, sidewalks, bike lanes or paths, alleys, multi-modal facilities associated with road capacity only, and other ways open to travel by the public, including the roadbed, right-of-way, and all culverts, drains, sluices, ditches, water storage areas, drainage retention areas, waterways, embankments, slopes, retaining walls, and bridges necessary for the maintenance of travel.

Road Construction District shall have the meaning ascribed to it in Section 10-325 of this Article.

Site-related Road Improvements are road improvements and right-of-way dedications which do not qualify as Capital Improvements, as defined herein, and which are internal, on-site land or facilities required by local regulations. Site-related improvements include, but are not limited to, the following: (1) site driveways and roads; (2) right and left turn lanes leading to those driveways; (3) traffic control measures for those driveways; (4)

frontage roads; and (5) road necessary to provide direct access to the development.

Transportation Impact Fee means the fees imposed pursuant to this Article to fund growth-necessitated Capital Improvements to the Major Road Network System.

SECTION 21. AMENDMENT OF SECTION 10-325 OF THE MARION COUNTY

CODE. Section 10-325 of the Marion County Code, entitled Use of Funds, is hereby amended as follows:

Sec. 10-325. Use of funds.

(a) All Transportation Impact Fee funds collected under this division are ~~expressly designated for the accommodation of impacts reasonably attributable to the proposed development, and shall be used solely for the purpose of to provide growth-necessitated Capital Improvements for roads on to the County's Major Road Network System. , and not for maintenance or operations.~~ Funds on deposit in the respective Transportation Impact Fee trust accounts shall not be used for any expenditure that would be classified as a maintenance or repair expense, nor shall they be used on local roads or on interstate highways. Transportation Impact Fees may be used for the following purposes, including, but not limited to:

- (1) Design and construction plan preparation;
- (2) Permitting;
- (3) Right-of-way and other Lands acquisition, including costs of acquisition or condemnation;
- (4) Construction of new through lanes;
- (5) Construction of new turn lanes;
- (6) Construction of new bridges;
- (7) Construction of new drainage facilities in conjunction with new roadway construction;
- (8) Purchase and installation of new traffic signalization;
- (9) Construction of new curbs, medians and shoulders;
- (10) Construction management and inspection;
- (11) Surveying and soils and material testing;
- (12) Fees for professional services, including, but not limited to, architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, construction managements, and consultant fees

to study and update this division and to provide specific trip characteristic studies;

(13) Environmental mitigation costs;

(14) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the county to provide funds to construct or acquire Capital off-site roadway Improvements on to the Major Road Network System if allowable in accordance with Section 163.31801(4)(i), Florida Statutes. Funds on deposit in the respective Transportation Impact Fee trust accounts shall not be used for any expenditure that would be classified as a maintenance or repair expense, nor shall they be used on local roads or on interstate highways;

(15) Intelligent transportation system costs that increase roadway capacity or optimize the use of roadway capacity or optimize the use of road capacity including but not limited to, new traffic signals, computerized signalization systems, computerized traffic monitoring systems and computerized changeable message systems;

(16) Construction of sidewalks, multi-use trails, bicycle lanes that are linearly adjacent to a capital roadway improvement

(17) Construction of mass transit enhancements (e.g., transit shelters, bus turnouts or bus bulbs);

(17) Site development and on-site and off-site improvements incidental to construction of Capital Improvements;

(18) Relocating utilities required by construction of Capital Improvements; and

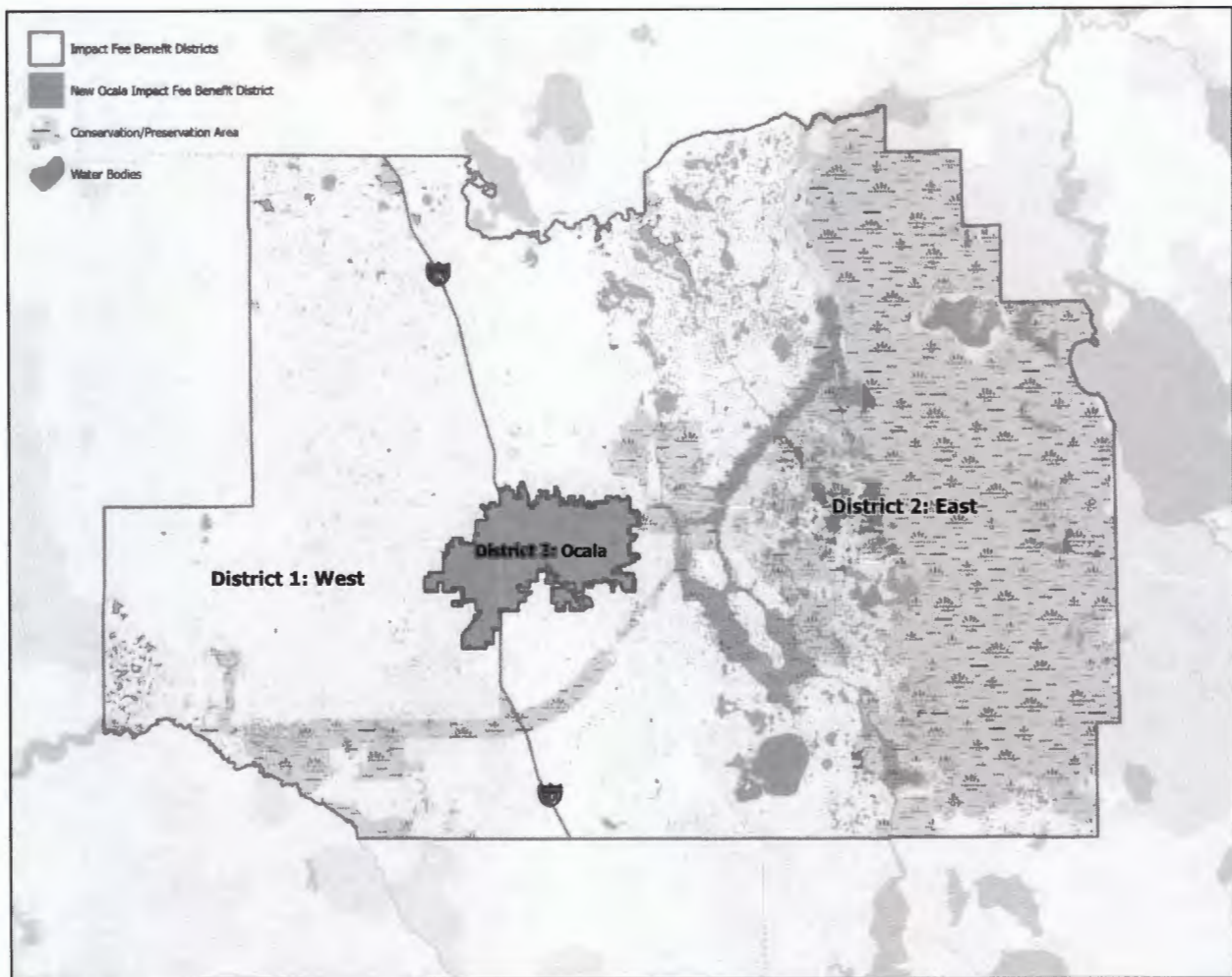
(19) Repayment of any monies borrowed from any budgetary fund of the County which was used to fund growth-necessitated Capital Improvements to the Major Road Network System.

(b) There are hereby established ~~two~~ three (3) road construction districts as shown ~~below on Exhibit A~~ and described as follows:

(1) West county district: The west county district includes all lands in unincorporated and incorporated Marion County, which are west of I-75, but excluding all Lands within the Ocala District; and

(2) East county district: The east county district includes all lands in unincorporated and incorporated Marion County, which are east of I-75 but excluding all Lands within the Ocala District; and

(3) Ocala District: The Ocala District includes all lands within the incorporated area of the City of Ocala as it exists on the effective date of this Article, including all enclaves within the incorporated area, as such term in defined in Section 171.031(5), Florida Statutes.



(c) Proceeds collected from road Transportation Impact Fees and all interest accrued on such funds shall be used solely within the road construction district from which the fees have been collected, in effect at the time impact fees were paid, or for projects in other road construction districts which are of direct benefit to the district from which funds were collected. The board County Administrator may approve the use of funds collected in one district for a project in another district after a specific finding that the project will be a direct benefit to the district where funds were collected. ~~There were previously four (4) road construction districts as established by Ordinance No. 94-33, which districts are depicted herein and attached hereto as Exhibit B. Solely for the purpose of expenditure of transportation impact fees that have been collected within those four (4) districts before the effective date of this article, those four (4) districts and their corresponding trust accounts shall remain in effect until all funds that were previously collected within any of those districts has been spent within such district, or within another district based on a specific board finding of direct benefit as provided above.~~

(d) There is hereby established a Marion County Transportation Impact Fee Ordinance Trust Fund for each road construction district for the purpose of ensuring that the fees collected pursuant to this division are designated and held separately to provide growth-necessitated Capital Improvements in accordance with this Article for use in an accommodation of impacts reasonably attributable to the proposed land development activity within the road construction district from which they are collected. Transportation Impact Fees shall be deposited into the appropriate trust fund immediately upon receipt.

(e) Funds shall be encumbered and expended in the order in which they are collected. Any proceeds in a trust fund account on deposit, not immediately necessary for expenditure, may be invested in interest bearing assets. All income derived from this investment shall be added to and retained in the trust fund account.

(f) Each year, at the time the annual county budget is reviewed, the county administrator or his designee shall propose appropriations to be spent from the road construction district trust fund. After review of the county administrator's recommendation, the board shall approve, modify, or deny the recommended expenditures of the trust fund monies. Any amounts not appropriated from a trust fund account, together with any interest earnings, shall be carried over in the specific trust fund account to the following fiscal year period.

[underline] indicates additions; ~~strikethrough~~ indicates deletions

SECTION 22. AMENDMENT OF SECTION 10-327 OF THE MARION COUNTY

CODE. Section 10-327 of the Marion County Code, entitled Transportation Impact Fee Schedule, is hereby amended as follows:

Sec. 10-327. Transportation Impact Fee schedule.

(a) Except as otherwise provided by the terms of this article, all Impact Generating Land Development Activity shall pay the transportation impact fees set forth in the ~~shall be paid in accordance with the schedule set forth below~~ as a condition of issuance of a Certificate of Occupancy. The Impact Fee rates in this subsection (a) shall remain in effect until the updated rates in subsection (b) go into effect.

MARION COUNTY TRANSPORTATION IMPACT FEE SCHEDULE

ITE LUC	Land Use	Unit	Impact Fee Amount
	<i>RESIDENTIAL:</i>		
210	Single family (detached)—1,500 s.f. or less	du	\$1,093.00

	Single family (detached)—Greater than 1,500 s.f. and less than 2,500 s.f.	du	1,397.00
	Single family (detached)—2,500 s.f. or greater	du	1,562.00
220	Multi-family (apartment); 1—2 stories	du	903.00
222/223	Multi-family (apartment); 3+ stories	du	568.00
240	Mobile home park	du	514.00
252	Assisted care living facility (ACLF)	du	184.00
	<i>LODGING:</i>		
310	Hotel	room	375.00
320	Motel	room	267.00
	<i>RECREATION:</i>		
412	General recreation/county park	acre	136.00
430	Golf course	hole	2,774.00
492	Racquet club/health spa	1,000 s.f.	2,065.00
520	Elementary school (private)	student	55.00
522	Middle school (private)	student	76.00
530	High school (private)	student	80.00
540	University/Jr. College (7,500 or fewer students) (private)	student	156.00
550	University/Jr. College (more than 7,500 students) (private)	student	116.00
560	Church	1,000 s.f.	410.00
565	Day care center	1,000 s.f.	1,318.00
590	Library	1,000 s.f.	2,377.00
610	Hospital	1,000 s.f.	879.00
620	Nursing home	bed	80.00
640	Animal hospital/veterinary clinic	1,000 s.f.	539.00
	<i>OFFICE:</i>		
710	Office	1,000 s.f.	676.00
720	Medical office/clinic	1,000 s.f.	1,528.00
770	business park	1,000 s.f.	785.00
	<i>RETAIL:</i>		
820	Retail 6,000 s.f.g.l.a. or less	1,000 s.f.g.l.a.	442.00
820	Retail greater than 6,000 s.f.g.l.a.	1,000 s.f.g.l.a.	1,014.00
841	New/used auto sales	1,000 s.f.	1,325.00
850	Supermarket	1,000 s.f.	1,490.00
853	Convenience market w/gasoline	1,000 s.f.	3,963.00
862	Home improvement superstore	1,000 s.f.	619.00
880/881	Pharmacy/drug store with or w/o drive-thru	1,000 s.f.	791.00
890	Furniture store	1,000 s.f.	217.00
911	Bank/savings walk-in	1,000 s.f.	1,720.00
912	Bank/savings drive-in	1,000 s.f.	2,260.00
931	Restaurant	1,000 s.f.	2,803.00
n/a	Small local restaurant	1,000 s.f.	1,340.00

941	Quick lube	service bay	1,334.00
942	Automobile care center	1,000 s.f.	1,047.00
944	Gas/service station	fuel pos.	850.00
947	Self-service car wash	service bay	811.00
INDUSTRIAL:			
110	General light industrial	1,000 s.f.	428.00
140	Manufacturing	1,000 s.f.	234.00
150	Warehousing	1,000 s.f.	218.00
151	Mini-warehouse	1,000 s.f.	78.00
152	High-cube warehouse	1,000 s.f.	102.00

(b) Except as otherwise provided by the terms of this Article, effective on October 1, 2025 and each subsequent October 1 as specified in the schedule below, all Impact Generating Land Development Activity shall pay the Transportation Impact Fees set forth in the schedule below as a condition of issuance of a Certificate of Occupancy.

Marion County

Transportation Impact Fee Rates

ITE	Land Use	Unit	Effective Oct. 1, 2025	Effective Oct. 1, 2026	Effective Oct. 1, 2027	Effective Oct. 1, 2028
RESIDENTIAL:						
210	Single Family (Detached) - 1,500 sf or less	du	\$3,072	\$3,510	\$3,949	\$4,388
	Single Family (Detached) - 1,501 to 2,499 sf	du	\$3,723	\$4,254	\$4,786	\$5,318
	Single Family (Detached) - 2,500 sf and greater	du	\$4,099	\$4,684	\$5,270	\$5,855
215	Single Family (Attached)	du	\$3,224	\$3,685	\$4,145	\$4,606
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	\$2,513	\$2,872	\$3,231	\$3,590
221/ 222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	\$1,688	\$1,930	\$2,171	\$2,412
240	Mobile Home Park	du	\$1,362	\$1,556	\$1,751	\$1,945
251	Senior Adult Housing - Detached	du	\$1,373	\$1,570	\$1,766	\$1,962
252	Senior Adult Housing - Attached	du	\$923	\$1,055	\$1,187	\$1,319
TRANSIENT, ASSISTED, GROUP:						

253	Congregate/Assisted Care Facility	du	\$364	\$416	\$468	\$520
310	Hotel	room	\$1,655	\$1,891	\$2,128	\$2,364
320	Motel	room	\$795	\$909	\$1,022	\$1,136
620	Nursing Home	bed	\$428	\$489	\$550	\$611
RECREATION:						
411	Public Park	acre	\$240	\$274	\$309	\$343
416	RV Park/Campground	site	\$476	\$544	\$612	\$680
420	Marina	berth	\$937	\$1,071	\$1,205	\$1,339
430	Golf Course	hole	\$11,880	\$13,577	\$15,274	\$16,971
445	Movie Theater	screen	\$13,726	\$15,687	\$17,648	\$19,609
492	Racquet Club/Health Spa	1,000 sf	\$10,858	\$12,410	\$13,961	\$15,512
495	Recreational Community Center	1,000 sf	\$8,684	\$9,924	\$11,165	\$12,405
INSTITUTIONS:						
520	Elementary School (Private)	student	\$475	\$542	\$610	\$678
522	Middle School (Private)	student	\$446	\$510	\$573	\$637
525	High School (Private)	student	\$460	\$526	\$591	\$657
540	University/Junior College (7,500 or fewer students) (Private)	student	\$788	\$900	\$1,013	\$1,125
550	University/Junior College (more than 7,500 students) (Private)	student	\$585	\$668	\$752	\$835
560	Church	1,000 sf	\$1,723	\$1,970	\$2,216	\$2,462
565	Day Care Center	1,000 sf	\$4,456	\$5,092	\$5,729	\$6,365
590	Library	1,000 sf	\$15,333	\$17,523	\$19,714	\$21,904
MEDICAL:						
610	Hospital	1,000 sf	\$3,649	\$4,170	\$4,692	\$5,213
640	Animal Hospital/Veterinary Clinic	1,000 sf	\$1,941	\$2,218	\$2,496	\$2,773
OFFICE:						
710	Office	1,000 sf	\$3,336	\$3,813	\$4,289	\$4,766
720	Medical Office/Clinic	1,000 sf	\$7,673	\$8,769	\$9,865	\$10,961
770	Business Park	1,000 sf	\$3,947	\$4,510	\$5,074	\$5,638
RETAIL:						
822	Retail 6,000 sfgla or less	1,000 sfgla	\$1,306	\$1,493	\$1,679	\$1,866
822	Retail 6,001 to 40,000 sfgla	1,000 sfgla	\$2,227	\$2,546	\$2,864	\$3,182

821	Retail 40,001 to 150,000 sfgla	1,000 sfgla	\$4,505	\$5,148	\$5,792	\$6,435
820	Retail greater than 150,000 sfgla	1,000 sfgla	\$4,861	\$5,555	\$6,250	\$6,944
840/ 841	New/Used Auto Sales	1,000 sf	\$5,773	\$6,598	\$7,422	\$8,247
850	Supermarket	1,000 sf	\$6,671	\$7,624	\$8,577	\$9,530
862	Home Improvement Superstore	1,000 sf	\$2,821	\$3,224	\$3,627	\$4,030
880/ 881	Pharmacy/Drug Store with or w/o Drive-Thru	1,000 sf	\$4,194	\$4,794	\$5,393	\$5,992
890	Furniture Store	1,000 sf	\$1,357	\$1,551	\$1,745	\$1,939
SERVICES:						
911	Bank/Savings Walk-In	1,000 sf	\$4,054	\$4,634	\$5,213	\$5,792
912	Bank/Savings Drive-In	1,000 sf	\$7,259	\$8,296	\$9,333	\$10,370
931	Restaurant	1,000 sf	\$13,153	\$15,032	\$16,911	\$18,790
n/a	Small Local Restaurant	1,000 sf	\$6,199	\$7,084	\$7,970	\$8,855
941	Quick Lube	service bay	\$6,648	\$7,598	\$8,547	\$9,497
942	Automobile Care Center	1,000 sf	\$4,686	\$5,355	\$6,025	\$6,694
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$4,536	\$5,184	\$5,832	\$6,480
945	Gas Station w/Convenience Store 2,000 to 5,499 sq ft	fuel pos.	\$6,963	\$7,958	\$8,952	\$9,947
	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$9,108	\$10,410	\$11,711	\$13,012
947	Self-Service Car Wash	service bay	\$3,984	\$4,553	\$5,122	\$5,691
948	Automated Car Wash	car tunnel	*	*	*	*
INDUSTRIAL:						
110	General Light Industrial	1,000 sf	\$1,502	\$1,716	\$1,931	\$2,145
140	Manufacturing	1,000 sf	\$1,458	\$1,666	\$1,875	\$2,083
150	Warehousing	1,000 sf	\$529	\$604	\$680	\$755
151	Mini-Warehouse	1,000 sf	\$298	\$340	\$383	\$425
154	High-Cube Transload and Short-Term Warehouse	1,000 sf	\$435	\$497	\$559	\$621
n/a	Mine/Commercial Excavation	1,000 cy	\$2.00	\$2.29	\$2.57	\$2.86

*Rate to be established by a new County study and adopted by subsequent ordinance amendment.

[underline indicates additions; strikethrough indicates deletions]

SECTION 23. REPEAL OF SECTION 10-326 OF THE MARION COUNTY CODE.

Section 10-326 of the Marion County Code, entitled Mobile Home Impact Fees, is hereby repealed in its entirety.

SECTION 24. NOTICE OF IMPACT FEES.

(a) In accordance with Section 10-284 of the Marion County Code, no later than July 1, 2025, the County Administrator is hereby directed to publish a notice once in a newspaper of general circulation within the County which notice shall include: (A) a brief and general description of the Transportation Impact Fees, (B) a description of the geographic area in which the Transportation Impact Fees will be collected; (C) the Transportation Impact Fees rates to be imposed for each Impact Fee Land Use Category; and (D) that the updated Transportation Impact Fees rates will go into effect for all Building Permit applications received on October 1, 2025 and thereafter in accordance with the phased in rate schedule adopted in Section 10-327(b).

(b) In the event, this notice is not published at least ninety (90) days prior to the initial October 1, 2025 implementation dates for the increased Transportation Impact Fees, then the initial October 1, 2025 implementation date shall be adjusted to ensure that the increased Transportation Impact Fees rates are not implemented earlier than ninety (90) days after the date of publication of the notice.

(c) In the event the Transportation Impact Fee rate for an Impact Fee Land Use Category is decreasing, then that rate shall initially go into effect for all Impact Generating Land Development Activity that applies for a Building Permit on or after June 1, 2025

following the effective date of this Ordinance as provided in Section 25(d), notwithstanding the implementation dates specified in Section 10-327(b).

(d) The obligations herein for the payment of the Transportation Impact Fees shall apply to all Impact Generating Land Development Activity that applies for a Building Permit on or after the applicable implementation date.

SECTION 25. MISCELLANEOUS.

(a) If any clause, section or provision of this Ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

(b) It is the intention of the Board, and it is hereby ordained that the relevant provisions of this Ordinance shall become and be made a part of the Marion County Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Article" or other appropriate word.

(c) The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

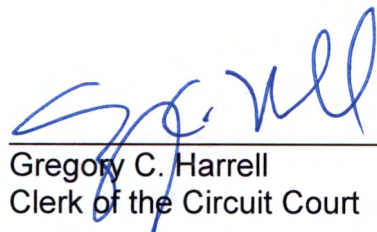
(d) A copy of this Ordinance as enacted shall be filed by the Clerk of the Board by email with the Office of the Secretary of the State of Florida within ten (10) days after enactment, and this Ordinance shall take effect upon receipt of official acknowledgment from the Secretary of State that this Ordinance has been filed with such office; provided the revisions to the Transportation Impact Fees rates shall become effective as provided in Sections 22 and 24 hereof.

DULY ADOPTED this 23 day of May, 2025 by a vote of 4 in favor and
1 opposed.


**MARION COUNTY BOARD OF COUNTY
COMMISSIONERS**


Kathy Bryant, Chairman

Attest:


Gregory C. Harrell
Clerk of the Circuit Court

APPROVED AS TO FORM:


County Attorney

RECEIVED NOTICE FROM SECRETARY OF STATE
ON JUNE 3, 2025 ADVISING ORDINANCE WAS
FILED ON JUNE 2, 2025.



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 TO AMEND ARTICLE XI OF CHAPTER 10 OF THE MARION COUNTY CODE TO ADD A NEW CATEGORY OF TRANSPORTATION IMPACT FEES: FAST-FOOD RESTAURANT WITH DRIVE-THRU; ADDING A NEW SUBSECTION 10-282(b) ADOPTING A MARION COUNTY TRANSPORTATION FEE UPDATE STUDY SUPPLEMENT DATED JUNE 6, 2025; AMENDING THE TRANSPORTATION IMPACT FEE SCHEDULE IN SECTION 10-327 TO INCLUDE THE NEW CATEGORY AND FEE AMOUNT; INCLUDING FINDINGS, AND ADMINISTRATIVE PROCEDURES.

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 **20th day of June, 2025**.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

A transportation impact fee is a one-time capital charge levied against new development to provide a source of funding to Marion County to provide new transportation facilities necessary to accommodate the new traffic on public roads attributable to new development. Transportation impact fees can provide a significant source of funding for the County's future capital transportation projects to minimize the financial impact on existing residents caused by new traffic-generating development. The County's population is projected to increase by 107,000 persons by 2050 and providing adequate funding for needed capital facilities is necessary to maintain the quality of life expected by Marion County residents. The County last established transportation impact fee rates in 2015, but the rates that were then adopted were significantly lower than the rates supported by the technical study at that time. After the Covid pandemic, Marion County has experienced accelerated population growth with the result that available revenues for construction of new transportation facilities have not kept pace with that growth. Further aggravating that phenomenon has been the major increases in the cost of planning, designing, permitting, and constructing new transportation facilities.

Although the Florida Impact Fee Act, Section 163.31801(6) contains a presumptive schedule of caps on annual impact fee increases, this proposed ordinance amends the Transportation Impact Fee Ordinance to establish fees for a brand-new category of land use. These are high traffic generation uses.

There is a rational nexus between future growth, as measured by new construction, and the need to provide new transportation facilities to maintain traffic levels of service in Marion County. Requiring new growth to pay for its transportation-related impacts is in the best interests of the public and enhances the quality of life for Marion County residents.

Pursuant to the Notice provisions of the ordinance in Section 24, the new impact fees will not take effect before October 1, 2025.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in unincorporated Marion County, if any:

Upon adoption of the ordinance and after the effective date of the new impact fee rates any businesses that plan to engage in new development in the County (i.e. build a new structure, expand an existing structure etc.) within the County will be subject to the following impact fee rates:

ITE	Land Use	Unit	Transportation Impact Fee
SERVICES:			
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$49,319

(a) An estimate of direct compliance costs that businesses may reasonably incur; and (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; **There are no direct compliance costs, but all Impact Generating Land Development Activity (land development that results in a greater impact on the County's major roadway network system) occurring in Marion County will pay the Transportation Impact Fees at the rates listed above as a condition of obtaining a certificate of occupancy, electrical permit, or other similar authorization.**

(c) An estimate of Marion County regulatory costs, including estimated revenues from any new charges or fees to cover such costs. **There are no regulatory costs, but Marion County will incur expenses for the property administration of this ordinance at an annual estimated cost of less than \$75,000.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **Indeterminate. It is anticipated that the primary businesses directly impacted by the transportation impact fees, in terms of paying the fees, are general contractors. However, there are both local and large corporate contractors operating in Marion County. On the other side of the equation, the ordinance will provide additional funding for transportation projects in Marion County and engineers, planners, and road builders will financially benefit from those new projects.**

4. Additional information the governing body deems useful (if any): **The ordinance provides for impact fee credits and other provisions to ameliorate the effects of the fees in specific circumstances.**



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19542

Agenda Date: 7/1/2025

Agenda No.: 7.1.1.

SUBJECT:

Request Approval of a Resolution Authorizing Acquisition of Real Property Interests by Gift, Purchase, or Eminent Domain for the SW NW 80th 70th Avenue Segment 1A Road Improvement Project in Marion County, Florida

INITIATOR:

Matthew G. Minter, County Attorney

DEPARTMENT:

County Attorney

DESCRIPTION/BACKGROUND:

One resolution is presented for Board approval for the acquisition of an interest in real property as to which we have not yet been able to acquire by negotiations. The County is seeking to acquire the parcel to construct road improvements related to the SW NW 80th 70th Avenue Segment 1A Road Improvement Project, which will widen the North and South bound lanes of NW/SW 80th Avenue, relieving traffic flow on both Hwy 40 and NW/SW 80th Avenue, and surrounding collector roads. The resolution provides for acquisition either by negotiation, based on binding offers from the County for up to 120% of the full compensation values determined by our appraiser, or eminent domain. If negotiations are unsuccessful, then the Resolution authorizes proceeding with acquisition by eminent domain. Florida Statutes require the adoption of a resolution authorizing acquisition of property by eminent domain, and this resolution will satisfy that requirement.

BUDGET/IMPACT:

Budget impact is currently indeterminate but is initially based on the County's appraisal. The amount for the acquisition parcel included in this resolution is \$2,000.00. If litigation is required, the final value determinations will be made by a jury trial, and the County will be responsible for statutory attorney fees and expert costs as well.

RECOMMENDED ACTION:

Motion to approve the Resolution and authorize the Chairman and the Clerk of Court to execute same.

RESOLUTION NO. 25-R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PURSUANT TO ARTICLE X, SECTION 6, FLORIDA CONSTITUTION, AND CHAPTERS 73, 74, 127, and 337 FLORIDA STATUTES (2023), AUTHORIZING APPROPRIATE OFFICERS OR AGENTS OF THE COUNTY TO ACQUIRE CERTAIN INTERESTS IN REAL PROPERTY BY GIFT, PURCHASE, OR EMINENT DOMAIN FOR THE SW NW 80th 70th AVENUE SEGMENT 1A ROAD IMPROVEMENT PROJECT IN MARION COUNTY, FLORIDA; MAKING FINDINGS OF FACT FOR PUBLIC PURPOSE AND NECESSITY; AND PROVIDING AN EFFECTIVE DATE.

OWNERS:

**Emerichip Ocala West, LLC
105 Westwood Place, Suite 400
Brentwood, Tennessee 37027
c/o Corporation Service Company
1201 Hays Street
Tallahassee, Florida 32301**

**TAX IDENTIFICATION NUMBER:
PROJECT PARCEL NUMBERS:**

**3530-0000-04
1**

- ☐ Fee Simple Whole Take
- ☒ Fee Simple Partial Right of Way
- ☐ Drainage Easement
- ☐ Temporary Construction Easement
- ☐ Fee Simple Drainage Retention Area

WHEREAS, Art. X, Sec. 6, Florida Constitution, provides general restrictions on the government's exercise of its power of eminent domain, including, but not limited to, the provision that no private property shall be taken except for a public purpose and with full compensation therefore paid to each owner or secured by deposit in the registry of the court and available to the owner; and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(a) provides that each county of the state is delegated authority to exercise the right and power of eminent domain; that is, the right to appropriate property, except state or federal, for any county purpose; and

WHEREAS, Section 127.02, Fla. Stat. (2023) provides that the board of county commissioners may not exercise its power of eminent domain unless the board adopts a resolution authorizing the acquisition of a property, real or personal, by eminent domain for any county use or purpose designated in such resolution, subject to the limitations set forth in Sections 73.013 and 73.014, Fla. Stat. (2023); and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(b) further provides that each county is further authorized to exercise the eminent domain power granted to the Department of Transportation by s. 337.27(1), the transportation corridor protection provisions of Section 337.273, Fla. Stat. (2023) and the right of entry onto property pursuant to Section 337.274, Fla. Stat. (2023); and

WHEREAS, Section 337.27, Fla. Stat. (2023), subsection (1) grants the Department of Transportation the power of eminent domain to condemn all necessary lands and property, including rights of access, air, view, and light, whether public or private, for the purpose of securing and utilizing transportation rights-of-way, including, but not limited to, any lands reasonably necessary for securing applicable permits, areas necessary for management of access, borrow pits, drainage ditches, water retention areas, rest areas, replacement access for landowners whose access is impaired due to the construction of a facility, and replacement rights-of-way for relocated rail and utility facilities; for existing, proposed, or anticipated transportation facilities on the State Highway System or State Park Road System; or in a transportation corridor designated by the department; or for the purpose of screening, relocation, removal, or disposal of junkyards and scrap metal processing facilities. The department shall also have the power to condemn any material and property for such purposes; and

WHEREAS, Section 337.273, Fla. Stat. (2023) provides in part at subsection (1)(c) that the designation and management of transportation corridors and the planning and development of transportation facilities within transportation corridors will substantially assist in allowing government to alleviate traffic congestion and transportation facility overcrowding, aid in the development of an effective transportation system that is coordinated with land use planning, assist in planning for future growth, enable compliance with concurrency requirements, and alleviate the heretofore described health, safety, and welfare liabilities to the public; and

WHEREAS, the Project that is the subject of this Resolution is the SW NW 80th 70th AVENUE SEGMENT 1A ROAD IMPROVEMENT PROJECT described in the Preliminary Engineering Report originally prepared by Guerra Development Corporation and approved by the Marion County Board of County Commissioners on December 7, 2021, with an update on July 16, 2024 and has been listed on the approved Transportation Improvement Program adopted by Marion County; and

WHEREAS, the Board of County Commissioners, as part of its approval of the foregoing Preliminary Engineering Report, considered alternative designs and routes,

cost, safety, environmental factors, and long term area planning in concluding that the acquisition of the specific property interests identified herein is necessary and in the best interests of the public, and that all conditions precedent to the acquisition of such property interests have been, or will be met, prior to commencement of the filing of an action in eminent domain with respect to such property interests; and

WHEREAS, Section 337.274, Fla. Stat. (2023), provides that the Department of Transportation and its authorized agents and employees are authorized to enter upon any lands, waters, and premises, upon giving reasonable notice to the landowner, for the purpose of making surveys, soundings, drillings, appraisals, environmental assessments, archeological assessments, and examinations necessary to perform its duties and functions; and any such entry shall not be deemed a trespass or an entry that would constitute a taking in an eminent domain proceeding. The department shall make reimbursement for any actual damages to such lands, water, and premises as a result of such activities; and

WHEREAS, Ch. 73, Fla. Stat. (2023) provides general substantive and procedural requirements and limitations on a county's exercise of the power of eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (1), provides requirements for pre-suit negotiation with the fee owner of the property to be acquired by eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (2) provides requirements for notification of business owners, including lessees, who operate a business located on the property to be acquired; and

WHEREAS, Chapter 74, Fla. Stat. (2023) provides authority and procedures for counties to take possession and title of parcels or property interests acquired by eminent domain in advance of entry of final judgment; and

WHEREAS, the Board of County Commissioners of Marion County (hereafter, "Board") is undertaking a project for the construction of roadway and related improvements for the SW NW 80th 70th AVENUE SEGMENT 1A ROAD IMPROVEMENT PROJECT in Marion County, Florida (hereafter, "**Project**"); and

WHEREAS, the Project may include the undertaking or making some or all of the following improvements, construction or related activities: construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping; relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities,

WHEREAS, the Board has determined that it is in the best interests of the citizens of Marion County and for the safe and efficient movement of vehicular and pedestrian traffic, to construct the Project in Marion County, Florida, without limitation, by performing, undertaking or making, some or all of the following improvements, construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping; relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities, and

WHEREAS, the Project is and has been listed on the approved Transportation Improvement Program adopted by the Board of County Commissioners; and

WHEREAS, the Project will widen the westerly north-south corridor of 80th/70th Avenue for a 10.5 mile segment beginning at SW 90th Street, and continuing north following SW 80th Avenue across Hwy 40, continuing north following NW 80th Avenue to NW 70th Avenue Road and ending approximately 0.5 miles north of US Hwy 27 in Marion County, Florida and will alleviate traffic congestion on other facilities, and connect to other major collector and arterial roads.

WHEREAS, the County Engineer has caused to be designed the Project, compiled construction plans for the Project, and has determined the area and location of properties necessary for final construction of the Project and to accommodate anticipated right-of-way requirements in the reasonably foreseeable future. The County has determined the necessity to acquire the property interest of Fee Simple Partial Right of Way (hereinafter, "the property interest") from **The Project Parcel** described in **Exhibit "A,"** and **Exhibit "B,"** attached hereto and incorporated herein by reference, in order to construct the Project as designed; and

WHEREAS, the Board hereby finds and determines that all conditions precedent to acquiring the property interests described and identified in **Exhibit "A,"** and **Exhibit "B"** have been met by Marion County. Specifically, before approving the acquisition of the property interests described herein, the Board has considered and weighed, where applicable, factors of safety, benefits to the public, costs, availability of alternatives, long range area planning and environmental factors, as well as any other relevant factors. The Board further finds that the required notifications to appropriate state and local agencies have been made. The Board further finds that all necessary governmental permits have been obtained or there is a reasonable probability that such permits will be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, as follows:

Section 1. **Adoption.** The Board hereby adopts the facts contained in the foregoing WHEREAS Clauses and the same are made a part of this Resolution.

Section 2. **Construction Plans.** The County has surveyed and located its line or area of construction, and developed construction plans reflecting the property interest to be acquired from the **Project Parcels** described in **Exhibit “A” and Exhibit “B”** hereof required for the Project, which plans and maps have been reviewed by the Board and are approved for use (as they now exist or as hereafter updated, revised or corrected as set forth below), and such plans and maps may be filed with the Clerk of the Circuit Court in and for Marion County, Florida, together with a certified copy of this Resolution. (The information, if any, in the attached **Exhibit “A” and Exhibit “B”** as to the name of the property owner, the property’s tax identification number, and the legal description of the property interest to be acquired from **the Project Parcel** is for information purposes only. Such information may be corrected or updated by the County Attorney or County Engineer or his or her designee.

Section 3. **Public Purpose and Necessity.** The Board hereby finds and determines that the road improvement Project described herein is for a public purpose and the condemnation of the property interest to be acquired from **the Project Parcel** is necessary for the construction of such Project.

Section 4. **Description of Property.** The Board further authorizes the County Surveyor or Project surveyor and County Attorney to correct minor errors or scrivener’s errors to the description of the property interest to be acquired from **the Project Parcel** if any, with regard to the condemnation proceeding authorized herein without further action of this Board.

Section 5. **Purchase of Property.** The Office of the County Engineer is authorized to acquire the property interests described in the Project Parcels by gift, purchase, or condemnation. In furtherance thereof, the Office of the County Engineer is authorized to make a binding offer to the property owner or his or her representative to acquire such property interests in an amount not to exceed 120% of the current full compensation appraised value of such interests including any severance damages as determined by the county’s engaged real estate appraiser in an up-to date appraisal, and business damages, if any, without further authorization from the Board. Should the County purchase the property interest to be acquired from **the Project Parcel**, prior to the commencement of condemnation proceedings, or prior to acquiring title to said Parcel in the condemnation proceedings, the County Attorney is authorized to omit or dismiss said parcel so acquired from the condemnation proceedings.

Section 6. The County, its officers, employees and attorneys, are hereby authorized and directed, if necessary, to institute and prosecute such actions as may be proper for the acquisition of the fee simple title in **the Project Parcel** by eminent domain proceedings pursuant to Chapters 73 and 76, Florida Statutes.

Section 7. **Authority of County Engineer Regarding Construction Plans.** The County Engineer or her designee is authorized to have the construction plans

updated, revised or corrected, and to utilize such plans in the condemnation action, including binding the Board to said plans, updates, revisions or corrections, without further action of the Board.

Section 8. **Interest to Be Acquired.** Pursuant to Section 127.01, Fla. Stat. (2023), subsection (1)(a), the fee simple absolute title to all property so taken and acquired shall vest in the county unless the county seeks to condemn a lesser particular right or estate in such property. In this case, the Board hereby determines that the property interest to be acquired from **the Project Parcel** is Fee Simple Partial Right of Way, and the Board authorizes the acquisition of such interest by the acquisition of said Parcel.

Section 9. **Acquisition in Advance of Final Judgment.** The Board hereby authorizes the County Attorney to take possession and title of the takings from **the Project Parcel** in advance of the entry of final judgment, including by filing a declaration of taking pursuant to Section 74.031, Florida Statutes.

Section 10. **Directions to Clerk of Circuit Court.** The Clerk of the Circuit Court of Marion County, Florida, is directed to accept for deposit any and all funds delivered by the County with respect to the acquisition of the property interest from **the Project Parcel** and costs and expenses related thereto in the Registry of the Circuit Court for the Fifth Judicial Circuit in and for Marion County, Florida, as required by law in condemnation proceedings.

Section 11. **Effective Date.** This Resolution shall take effect immediately upon adoption.

DULY RESOLVED this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

KATHY BRYANT, CHAIRMAN

ATTEST:

GREGORY C. HARRELL, CLERK

EXHIBIT "A"

Parent Parcel I.D.# 3530-0000-04

Project Parcel 1
Fee Simple Right-of-way Taking

DESCRIPTION:

A PORTION OF TRACT "Y" OF CIRCLE SQUARE WOODS, AS RECORDED IN PLAT BOOK "P", PAGES 30 THROUGH 103, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4871, PAGE 1661 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3,550.00 FEET, A CENTRAL ANGLE OF 00°29'42", AND A CHORD BEARING AND DISTANCE OF S.05°17'50"W., 30.68 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE WESTERLY RIGHT OF WAY OF S.W. 80TH AVENUE (120' RIGHT OF WAY PER OFFICIAL RECORDS BOOK 2220, PAGE 122 AND OFFICIAL RECORDS BOOK 5042, PAGE 1393), A DISTANCE OF 30.68 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, N.46°55'14"W., 45.76 FEET TO THE SOUTHERLY RIGHT OF WAY OF S.W. 90TH STREET (PER S.W. 90TH STREET, PLAT BOOK 12, PAGES 124 & 125); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY, S.88°53'11"E., 36.26 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.01 ACRES, MORE OR LESS.

EXHIBIT “B”

~~EXHIBIT A~~ *pg 1 of 2*
SKETCH OF DESCRIPTION FOR
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST,
MARION COUNTY, FLORIDA

" PARCEL 1 "

DESCRIPTION:

A PORTION OF TRACT "Y" OF CIRCLE SQUARE WOODS, AS RECORDED IN PLAT BOOK "P", PAGES 30 THROUGH 103, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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NOTES:

1. DATE OF SKETCH: DECEMBER 1, 2024.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4871, PAGE 1661 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

LEGEND:


- LINE BREAK
R/W RIGHT-OF-WAY
CONC. CONCRETE
LS LAND SURVEYOR
LB LICENSED BUSINESS
NO. NUMBER
CL CENTERLINE
P.C. POINT OF CURVATURE
P.I. POINT OF INTERSECTION
L ARC LENGTH
R RADIUS
Δ DELTA (CENTRAL ANGLE)
CB CHORD BEARING
CH CHORD DISTANCE
○ CHANGE IN DIRECTION

SURVEYOR'S CERTIFICATION:

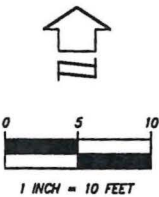
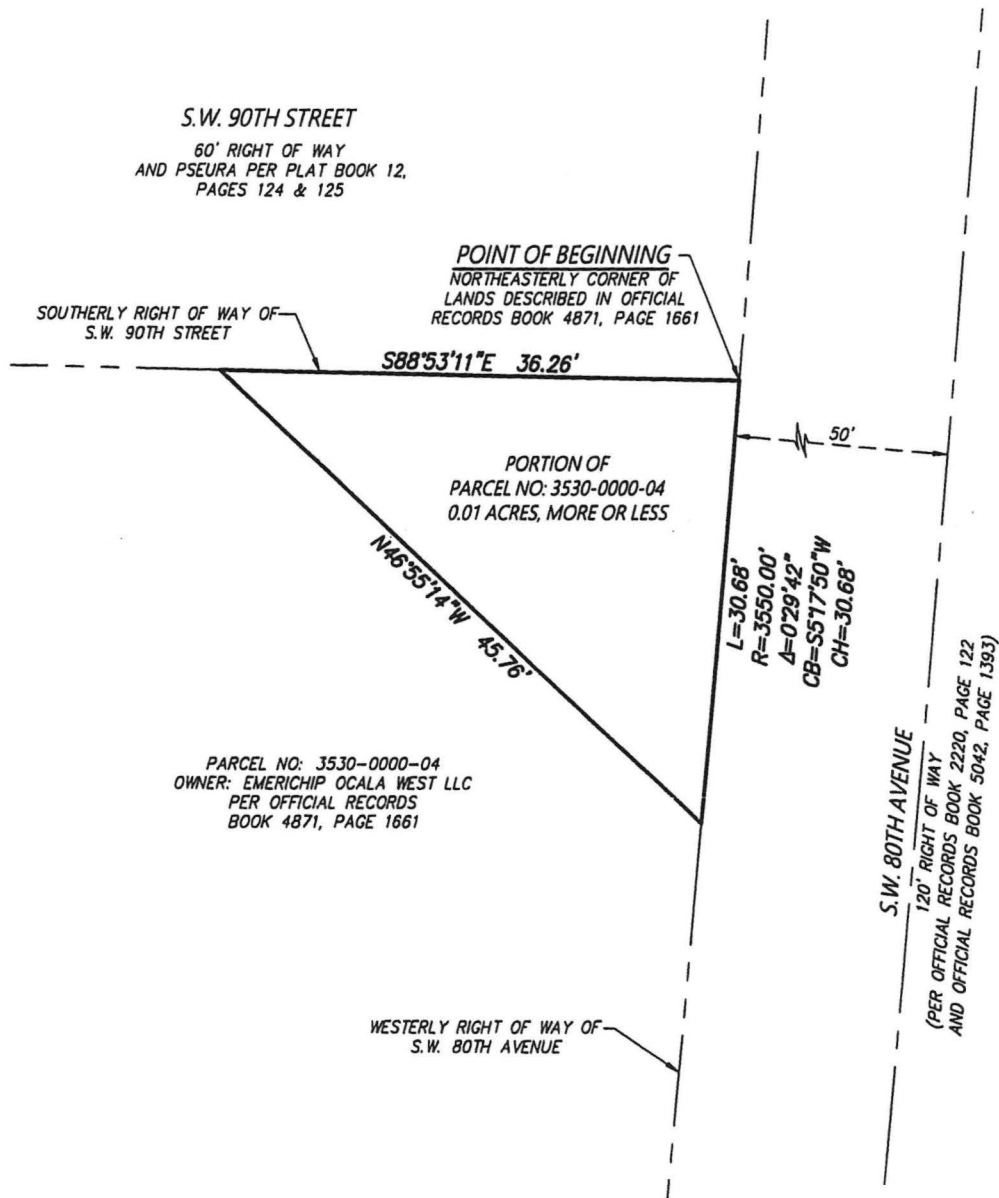
I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

 JCH CONSULTING GROUP, INC. LAND DEVELOPMENT, SURVEYING & MAPPING PLANNING • ENVIRONMENTAL • G.I.S. 10111 E. STATE STREET, SUITE 100, CHICAGO, IL 60642 TEL: 773.444.1400 FAX: 773.444.1401 WWW.JCH-ILL.COM	DRAWN:	M.A.	J.O.#231215
	REVISED:		DWG.#231215SK (PARCEL 1)
	CHECKED:	C.J.H.	SHEET 1 OF 2
	APPROVED:	C.J.H.	PARCEL 3530-0000-04
	SCALE:	---	COPYRIGHT © DECEMBER, 2024

SKETCH OF DESCRIPTION FOR
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST,
MARION COUNTY, FLORIDA
" PARCEL 1 "



NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

 **JCH**
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. 18101 CHRISTOPHER J. HUGHES, P.S.M., C.F.M., L.S.M.
1535 SW 11TH STREET, OCALA, FLORIDA 34601
PHONE 352.491.1422 WWW.JCH2.COM

DRAWN:	M.A.	J.O.#231215
REVISED:		DWG.#231215SK (PARCEL 1)
CHECKED:	C.J.H.	SHEET 2 OF 2
APPROVED:	C.J.H.	PARCEL 3530-0000-04
SCALE: 1" = 10'	COPYRIGHT © DECEMBER, 2024	



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19543

Agenda Date: 7/1/2025

Agenda No.: 7.1.2.

SUBJECT:

Request Approval of a Resolution Authorizing Acquisition of Real Property Interests by Gift, Purchase, or Eminent Domain for the SW 40th Ave / SW 49th Ave Improvement Phase 1 Project in Marion County, Florida

INITIATOR:

Matthew G. Minter, County Attorney

DEPARTMENT:

County Attorney

DESCRIPTION/BACKGROUND:

One resolution is presented for Board approval for the acquisition of interests in real property as to which we have not yet been able to acquire by negotiations. The County is seeking to acquire the parcels to construct road improvements related to the SW 40th Ave / SW 49th Ave Improvement Phase 1 Project, which will extend SW 49th Avenue north to SW 43rd Court Road, relieving traffic flow on Interstate 75, SW 66th Street, SW 27th Avenue, and surrounding collector roads. The resolution provides for acquisition either by negotiation, based on binding offers from the County for up to 120% of the full compensation values determined by our appraiser, or eminent domain. If negotiations are unsuccessful, then the Resolution authorizes proceeding with acquisition by eminent domain. Florida Statutes require the adoption of a resolution authorizing acquisition of property by eminent domain, and this resolution will satisfy that requirement.

BUDGET/IMPACT:

Budget impact is currently indeterminate but is initially based on the County's appraisal. The combined amount for all acquisition parcels included in this resolution is \$48,565.00. If litigation is required, the final value determinations will be made by a jury trial, and the County will be responsible for statutory attorney fees and expert costs as well.

RECOMMENDED ACTION:

Motion to approve the Resolution and authorize the Chairman and the Clerk of Court to execute same.

RESOLUTION NO. 25-R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PURSUANT TO ARTICLE X, SECTION 6, FLORIDA CONSTITUTION, AND CHAPTERS 73, 74, 127, and 337 FLORIDA STATUTES (2023), AUTHORIZING APPROPRIATE OFFICERS OR AGENTS OF THE COUNTY TO ACQUIRE CERTAIN INTERESTS IN REAL PROPERTY BY GIFT, PURCHASE, OR EMINENT DOMAIN FOR RIGHT OF WAY FOR THE SW 40th AVE / SW 49th AVE IMPROVEMENT PHASE 1 PROJECT IN MARION COUNTY, FLORIDA; MAKING FINDINGS OF FACT FOR PUBLIC PURPOSE AND NECESSITY; AND PROVIDING AN EFFECTIVE DATE.

OWNERS:

Heathbrook I, LLC
23632 Calabasas Road, Suite 107
Calabasas, CA 91302
Heathbrook II, LLC
23632 Calabasas Road, Suite 107
Calabasas, CA 91302

TAX IDENTIFICATION NUMBER:
PROJECT PARCEL NUMBERS:

23874-000-19
24, 25

- ☐ Fee Simple Whole Take
- ☒ Fee Simple Partial Right of Way (Parcel 24)
- ☐ Drainage Easement
- ☒ Temporary Construction Easement (Parcel 25)
- ☐ Fee Simple Drainage Retention Area

WHEREAS, Art. X, Sec. 6, Florida Constitution, provides general restrictions on the government's exercise of its power of eminent domain, including, but not limited to, the provision that no private property shall be taken except for a public purpose and with full compensation therefore paid to each owner or secured by deposit in the registry of the court and available to the owner; and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(a) provides that each county of the state is delegated authority to exercise the right and power of eminent

domain; that is, the right to appropriate property, except state or federal, for any county purpose; and

WHEREAS, Section 127.02, Fla. Stat. (2023) provides that the board of county commissioners may not exercise its power of eminent domain unless the board adopts a resolution authorizing the acquisition of a property, real or personal, by eminent domain for any county use or purpose designated in such resolution, subject to the limitations set forth in Sections 73.013 and 73.014, Fla. Stat. (2023); and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(b) further provides that each county is further authorized to exercise the eminent domain power granted to the Department of Transportation by s. 337.27(1), the transportation corridor protection provisions of Section 337.273, Fla. Stat. (2023) and the right of entry onto property pursuant to Section 337.274, Fla. Stat. (2023); and

WHEREAS, Section 337.27, Fla. Stat. (2023), subsection (1) grants the Department of Transportation the power of eminent domain to condemn all necessary lands and property, including rights of access, air, view, and light, whether public or private, for the purpose of securing and utilizing transportation rights-of-way, including, but not limited to, any lands reasonably necessary for securing applicable permits, areas necessary for management of access, borrow pits, drainage ditches, water retention areas, rest areas, replacement access for landowners whose access is impaired due to the construction of a facility, and replacement rights-of-way for relocated rail and utility facilities; for existing, proposed, or anticipated transportation facilities on the State Highway System or State Park Road System; or in a transportation corridor designated by the department; or for the purpose of screening, relocation, removal, or disposal of junkyards and scrap metal processing facilities. The department shall also have the power to condemn any material and property for such purposes; and

WHEREAS, Section 337.273, Fla. Stat. (2023) provides in part at subsection (1)(c) that the designation and management of transportation corridors and the planning and development of transportation facilities within transportation corridors will substantially assist in allowing government to alleviate traffic congestion and transportation facility overcrowding, aid in the development of an effective transportation system that is coordinated with land use planning, assist in planning for future growth, enable compliance with concurrency requirements, and alleviate the heretofore described health, safety, and welfare liabilities to the public; and

WHEREAS, the Project that is the subject of this Resolution is the SW 40th AVE / SW 49th AVE IMPROVEMENT PHASE 1 PROJECT described in the Preliminary Engineering Report originally prepared by Cardno TBE and approved by the Marion County Board of County Commissioners on April 27, 2010 and has been listed on the approved Transportation Improvement Program adopted by Marion County; and

WHEREAS, the Board of County Commissioners, as part of its approval of the foregoing Preliminary Engineering Report, considered alternative designs and routes, cost, safety, environmental factors, and long term area planning in concluding that the acquisition of the specific property interests identified herein is necessary and in the best interests of the public, and that all conditions precedent to the acquisition of such property interests have been, or will be met, prior to commencement of the filing of an action in eminent domain with respect to such property interests; and

WHEREAS, Section 337.274, Fla. Stat. (2023), provides that the Department of Transportation and its authorized agents and employees are authorized to enter upon any lands, waters, and premises, upon giving reasonable notice to the landowner, for the purpose of making surveys, soundings, drillings, appraisals, environmental assessments, archeological assessments, and examinations necessary to perform its duties and functions; and any such entry shall not be deemed a trespass or an entry that would constitute a taking in an eminent domain proceeding. The department shall make reimbursement for any actual damages to such lands, water, and premises as a result of such activities; and

WHEREAS, Ch. 73, Fla. Stat. (2023) provides general substantive and procedural requirements and limitations on a county's exercise of the power of eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (1), provides requirements for pre-suit negotiation with the fee owner of the property to be acquired by eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (2) provides requirements for notification of business owners, including lessees, who operate a business located on the property to be acquired; and

WHEREAS, Chapter 74, Fla. Stat. (2023) provides authority and procedures for counties to take possession and title of parcels or property interests acquired by eminent domain in advance of entry of final judgment; and

WHEREAS, the Board of County Commissioners of Marion County (hereafter, "Board") is undertaking a project for the construction of roadway and related improvements for the SW 40th AVE / SW 49th AVE IMPROVEMENT PHASE 1 PROJECT in Marion County, Florida (hereafter, "**Project**"); and

WHEREAS, the Project may include the undertaking or making some or all of the following improvements, construction or related activities: construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping; relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities,

WHEREAS, the Board has determined that it is in the best interests of the citizens of Marion County and for the safe and efficient movement of vehicular and pedestrian traffic, to construct the Project in Marion County, Florida, without limitation, by performing, undertaking or making, some or all of the following improvements, construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping; relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities, and

WHEREAS, the Project is and has been listed on the approved Transportation Improvement Program adopted by the Board of County Commissioners; and

WHEREAS, the Project will develop the SW 40th AVE / SW 49th AVE IMPROVEMENT PHASE 1 PROJECT and will alleviate traffic congestion on other facilities, and connect to other major collector and arterial roads.

WHEREAS, the County Engineer has caused to be designed the Project, compiled construction plans for the Project, and has determined the area and location of properties necessary for final construction of the Project and to accommodate anticipated right-of-way requirements in the reasonably foreseeable future. The County has determined the necessity to acquire the property interest of Fee Simple Partial Right of Way and Temporary Construction Easement (hereinafter, "the property interests") from **The Project Parcels** described in **Exhibit "A," and Exhibit "B,"** attached hereto and incorporated herein by reference, in order to construct the Project as designed; and

WHEREAS, the Board hereby finds and determines that all conditions precedent to acquiring the property interests described and identified in **Exhibit "A," and Exhibit "B"** have been met by Marion County. Specifically, before approving the acquisition of the property interests described herein, the Board has considered and weighed, where applicable, factors of safety, benefits to the public, costs, availability of alternatives, long range area planning and environmental factors, as well as any other relevant factors. The Board further finds that the required notifications to appropriate state and local agencies have been made. The Board further finds that all necessary governmental permits have been obtained or there is a reasonable probability that such permits will be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, as follows:

Section 1. **Adoption.** The Board hereby adopts the facts contained in the foregoing WHEREAS Clauses and the same are made a part of this Resolution.

Section 2. **Construction Plans.** The County has surveyed and located its line or area of construction, and developed construction plans reflecting the property interest to be acquired from the **Project Parcels** described in **Exhibit "A" and Exhibit "B"** hereof

required for the Project, which plans and maps have been reviewed by the Board and are approved for use (as they now exist or as hereafter updated, revised or corrected as set forth below), and such plans and maps may be filed with the Clerk of the Circuit Court in and for Marion County, Florida, together with a certified copy of this Resolution. (The information, if any, in the attached **Exhibit “A” and Exhibit “B”** as to the name of the property owner, the property’s tax identification number, and the legal description of the property interest to be acquired from **the Project Parcels** is for information purposes only. Such information may be corrected or updated by the County Attorney or County Engineer or his or her designee.

Section 3. **Public Purpose and Necessity.** The Board hereby finds and determines that the road improvement Project described herein is for a public purpose and the condemnation of the property interests to be acquired from **the Project Parcels** is necessary for the construction of such Project.

Section 4. **Description of Property.** The Board further authorizes the County Surveyor or Project surveyor and County Attorney to correct minor errors or scrivener’s errors to the description of the property interests to be acquired from **the Project Parcels** if any, with regard to the condemnation proceeding authorized herein without further action of this Board.

Section 5. **Purchase of Property.** The Office of the County Engineer is authorized to acquire the property interests described in the Project Parcels by gift, purchase, or condemnation. In furtherance thereof, the Office of the County Engineer is authorized to make a binding offer to the property owner or his or her representative to acquire such property interests in an amount not to exceed 120% of the current full compensation appraised value of such interests including any severance damages as determined by the county’s engaged real estate appraiser in an up-to date appraisal, and business damages, if any, without further authorization from the Board. Should the County purchase the property interests to be acquired from **the Project Parcels**, prior to the commencement of condemnation proceedings, or prior to acquiring title to said Parcel in the condemnation proceedings, the County Attorney is authorized to omit or dismiss said parcel so acquired from the condemnation proceedings.

Section 6. The County, its officers, employees and attorneys, are hereby authorized and directed, if necessary, to institute and prosecute such actions as may be proper for the acquisition of the property interests in **the Project Parcels** by eminent domain proceedings pursuant to Chapters 73 and 76, Florida Statutes.

Section 7. **Authority of County Engineer Regarding Construction Plans.** The County Engineer or her designee is authorized to have the construction plans updated, revised or corrected, and to utilize such plans in the condemnation action, including binding the Board to said plans, updates, revisions or corrections, without further action of the Board.

Section 8. **Interest to Be Acquired.** Pursuant to Section 127.01, Fla. Stat. (2023), subsection (1)(a), the fee simple absolute title to all property so taken and acquired shall vest in the county unless the county seeks to condemn a lesser particular right or estate in such property. In this case, the Board hereby determines that the property interests to be acquired from **the Project Parcels** is Fee Simple Partial Right of Way or Temporary Construction Easement, as depicted on Page 1 of this Resolution. and the Board authorizes the acquisition of such interests by the acquisition of said Parcel.

Section 9. **Acquisition in Advance of Final Judgment.** The Board hereby authorizes the County Attorney to take possession and title of the takings from **the Project Parcels** in advance of the entry of final judgment, including by filing a declaration of taking pursuant to Section 74.031, Florida Statutes.

Section 10. **Directions to Clerk of Circuit Court.** The Clerk of the Circuit Court of Marion County, Florida, is directed to accept for deposit any and all funds delivered by the County with respect to the acquisition of the property interests from **the Project Parcels** and costs and expenses related thereto in the Registry of the Circuit Court for the Fifth Judicial Circuit in and for Marion County, Florida, as required by law in condemnation proceedings.

Section 11. **Effective Date.** This Resolution shall take effect immediately upon adoption.

DULY RESOLVED this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

KATHY BRYANT, CHAIRMAN

ATTEST:

GREGORY C. HARRELL, CLERK

EXHIBIT "A"

Parent Parcel I.D.# 23874-000-19

Project Parcel 24 Fee Simple Right-of-way Taking

DESCRIPTION: (RIGHT OF WAY TAKING) #24

A PORTION OF LOT 18 OF EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.E. CORNER OF SAID LOT 18; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 18, N.89°32'09"W., A DISTANCE OF 30.38 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°31'19"E., A DISTANCE OF 24.13 FEET; THENCE N.89°17'21"E., A DISTANCE OF 10.10 FEET; THENCE N.00°31'19"E., A DISTANCE OF 365.54 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 18; THENCE ALONG SAID NORTH BOUNDARY, S.89°29'28"E., A DISTANCE OF 19.36 FEET TO THE N.E. CORNER OF SAID LOT 18, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF S.W. 40TH AVENUE, RIGHT OF WAY WIDTH VARIES; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WEST RIGHT OF WAY LINE, S.00°23'13"W., A DISTANCE OF 389.86 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.18 ACRES MORE OR LESS.

Project Parcel 25 Temporary Construction Easement

DESCRIPTION: (TEMPORARY CONSTRUCTION EASEMENT) #25

A PORTION OF LOT 18 OF EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SAID LOT 18; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 18, N.89°32'09"W., A DISTANCE OF 30.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.89°32'09"W., A DISTANCE OF 29.90 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°31'19"E., A DISTANCE OF 389.91 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 18; THENCE ALONG SAID NORTH BOUNDARY, S.89°29'28"E., A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°31'19"W., A DISTANCE OF 365.54 FEET; THENCE S.89°17'21"W., A DISTANCE OF 10.10 FEET; THENCE S.00°31'19"W., A DISTANCE OF 24.13 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.35 ACRES MORE OR LESS.

EXHIBIT “B”

SKETCH OF DESCRIPTION FOR:
HEATHBROOK I, LLC

DESCRIPTION: (RIGHT OF WAY TAKING) #24

A PORTION OF LOT 18 OF EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SEE SHEET 2 OF 2 FOR SKETCH AND LEGEND

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

NOTES:

1. DATE OF SKETCH: JANUARY 23, 2024
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47"W.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
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***NOTE* ~ THIS IS NOT A SURVEY!**

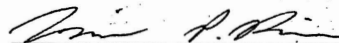
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

1/24/2024

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM



TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES

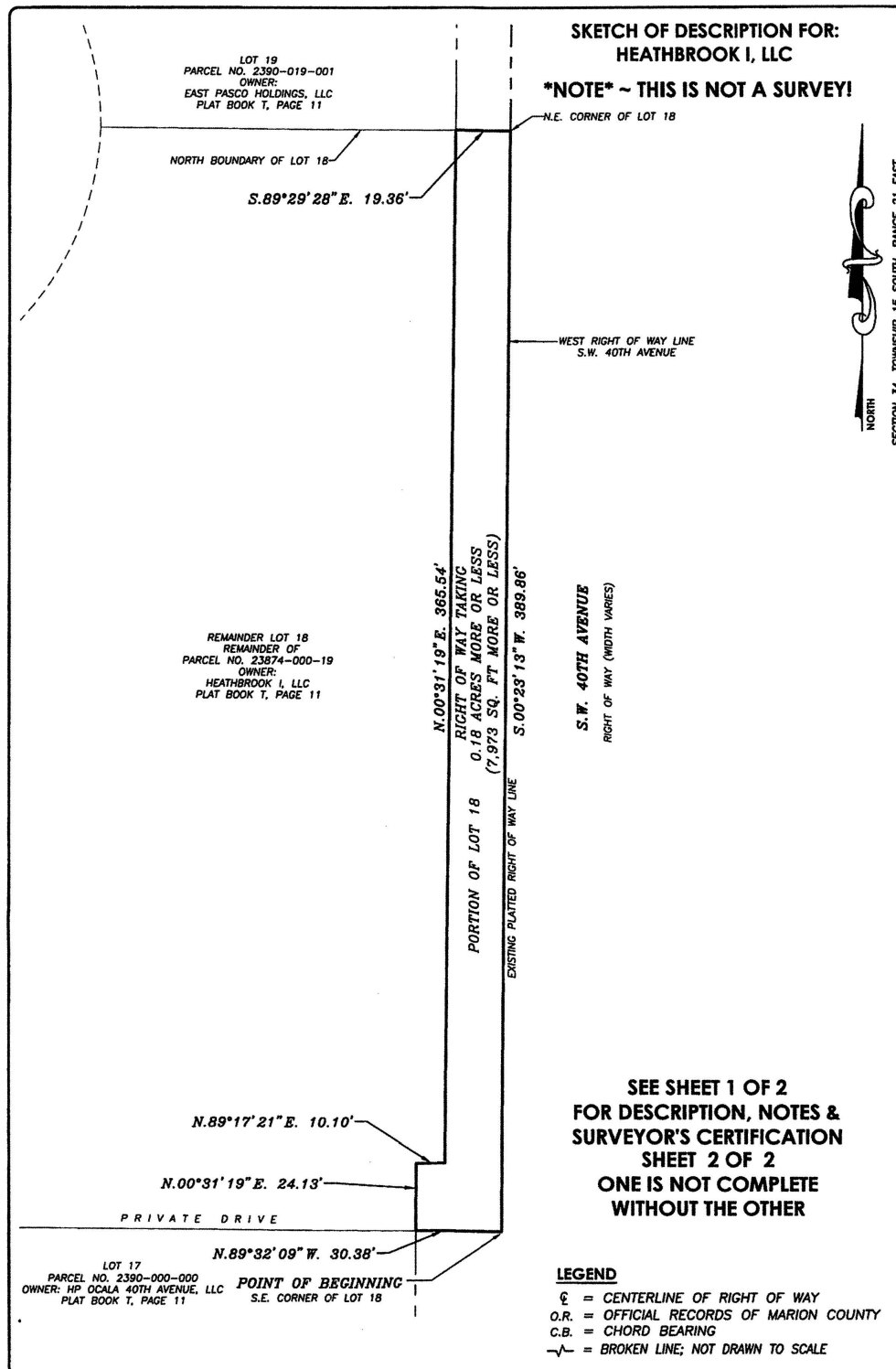
PROFESSIONAL SURVEYORS & MAPPERS

Onkhurol Professional Park • 1309 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34471
PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rmBarrineau.com

REGINALD M. BARRINEAU, P.S.M., FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897



DRAWN:	T.P.B.	J.O.# 15056
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	R-O-W LOT 18
APPROVED:	T.P.B.	SHEET 1 OF 2
COPYRIGHT © JANUARY, 2023		



R.M. BARRINEAU AND ASSOCIATES PROFESSIONAL SURVEYORS & MAPPERS Oakhurst Professional Park • 1309 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34471 PHONE (352) 622-3133 • FAX (352) 389-3771 • www.rmBarrineau.com REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5981 TRAVIS P. BARRINEAU, P.S.M. - LB 5987	DRAWN:	T.P.B.	J.O.# 15056
	REVISED:		DWG.# 15056 SK TAKING
	CHECKED:	T.P.B.	R-O-W LOT 18
	APPROVED:	T.P.B.	SHEET 2 OF 2
	SCALE: 1" = 40'		COPYRIGHT © JANUARY, 2024

SKETCH OF DESCRIPTION FOR:
HEATHBROOK I, LLC

DESCRIPTION: (TEMPORARY CONSTRUCTION EASEMENT) #25

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SEE SHEET 2 OF 2 FOR SKETCH AND LEGEND

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

NOTES:

1. DATE OF SKETCH: FEBRUARY 16, 2024
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
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SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

2/19/2024

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM



TRAVIS P. BARRINEAU, P.S.M., LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES

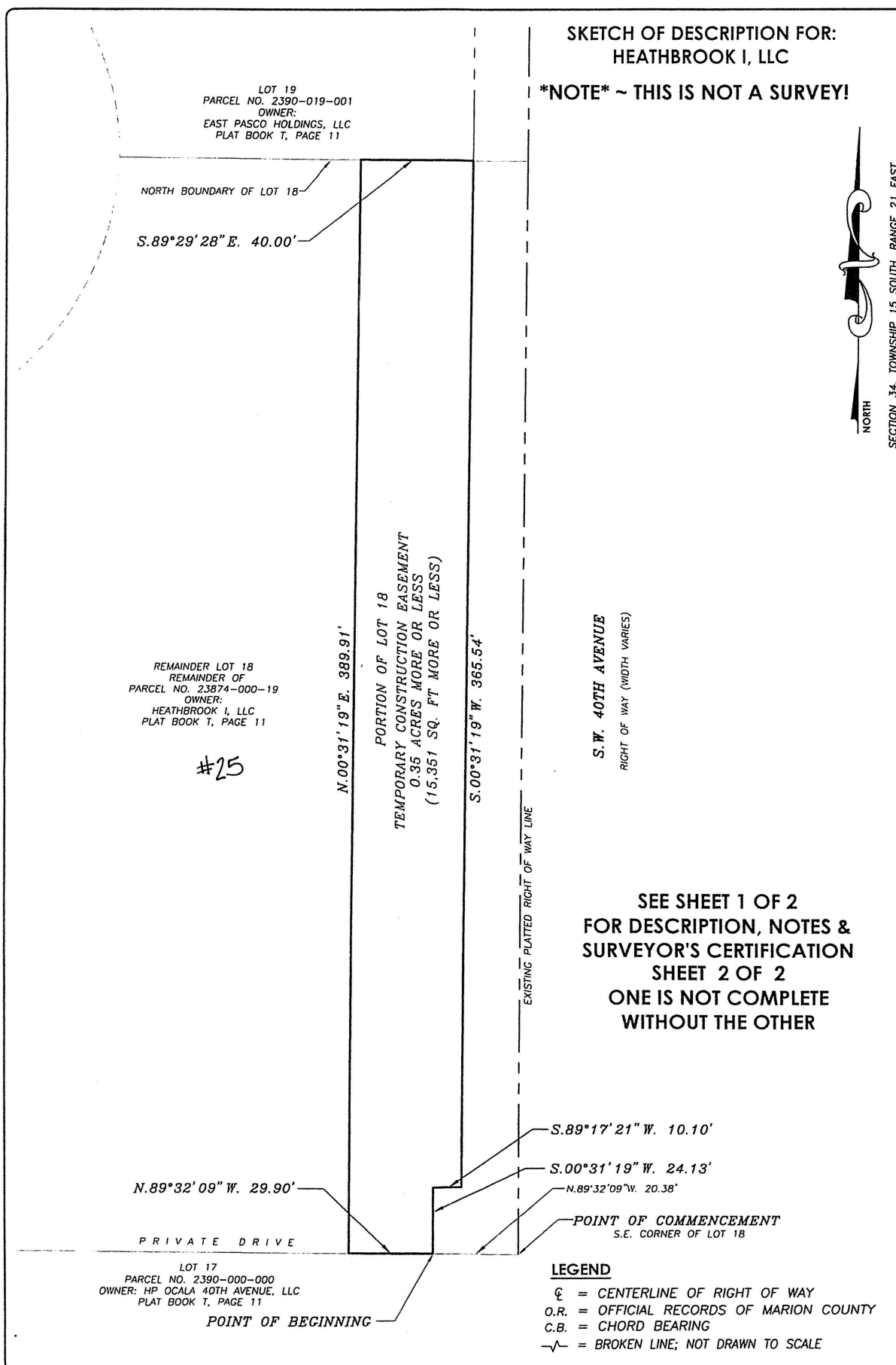
PROFESSIONAL SURVEYORS & MAPPERS

Oakhurst Professional Park • 1309 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34471
PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rmBarrineau.com

REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	T.P.B.	J.O.# 15056
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	T-C-E LOT 18_R
APPROVED:	T.P.B.	SHEET 1 OF 2

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R.M. BARRINEAU
AND ASSOCIATES
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REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	T-C-E LOT 18_R
APPROVED:	T.P.B.	SHEET 2 OF 2
SCALE: 1" = 40		COPYRIGHT © FEBRUARY, 2024



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19623

Agenda Date: 7/1/2025

Agenda No.: 7.1.3.

SUBJECT:

Request Approval of the Mediated Settlement Agreement for the NW/SW 80th Ave and Hwy 40 Intersection from 1300' South of West Hwy 40 to 1600' North of West Hwy 40 Road and Drainage Improvement Project Fee Simple Right-of-Way Taking and Temporary Construction Easement Parcels (Budget Impact - Neutral; expenditure of \$1,884,951)

INITIATOR:

Matthew G. Minter, County Attorney

DEPARTMENT:

County Attorney

DESCRIPTION/BACKGROUND:

Improvements to SW 80th Avenue and SR 40 are in the County's current Transportation Improvement Program (TIP). It is necessary for the County to acquire parcels of real property to construct the project, including parcels for road right of way, intersection improvements, drainage easements and drainage retention areas and temporary construction easements. The acquisitions that are the subject of this agenda item are being acquired from Michael Vecchio. Mr. Vecchio's property consists of 26.91 acres of mostly unimproved land and is situated at the 400 block of SW 80th Avenue just to the South of the intersection of SR 40 and NW/SW 80th Avenue. The property is located less than a mile from the World Equestrian Center. While the property currently has a Low Residential land use and A-1 zoning, it is located within the Urban Service Area and the owner desired to develop the site for either an apartment complex or employment center.

From the parent tract, the County is acquiring almost eight (8) acres for stormwater retention facilities necessitated by the new roadway improvements, and a small temporary construction easement.

The County's appraiser valued the parent tract at \$75,000/ acre for a total value of \$2,018,250, in October 2024. The owner's appraiser valued the parent tract at \$130,000 / acre for a total value of approximate \$3.5 million. The difference was due to the different "highest and best use" conclusions of the two appraisers. The County's appraiser's conclusion was that of "mini-equestrian farms" similar to that of other uses proximate to the WEC, and the owner's conclusion was for high-density residential. Thus, there was a difference in the value of the acquisition of \$55,000 an acre. A second source of compensation related to the issue of "severance damages." The County's appraiser found no severance damages, whereas the owner's appraiser concluded that the reduction in size of the parent tract would make the site no longer economically feasible for high density residential and thus computed severance damages based on a value of the remainder at the County's value of \$75,000 / acre over the remaining approximate 19 acres, with a resulting severance damages claim of over \$1,000,000.

The County's appraiser thus concluded full compensation at \$618,422.00 in his October 2024 appraisal, whereas the owner's appraiser concluded full compensation at over \$2.2 million in his May

2025 appraisal.

The parties agreed to submit the issue of valuation to a voluntary mediation through Circuit Court Mediator Larry Gendzier. Mr. Gendzier had previously been a long-time FDOT District 5 eminent domain attorney. Mr. Vecchio was represented by attorney Joseph Hanratty.

County Attorney, Matthew Minter and County Engineer, Steven Cohoon have reached a Mediated Settlement Agreement with Michael Vecchio and his attorney, pending Board approval. A copy of the Mediated Settlement Agreement is attached hereto.

As outlined in the Agreement, Marion County shall pay said Defendant the total sum of the One Million Eight Hundred Eighty-Four Thousand, Seven Hundred and Eighty-One and 00/100 Dollars (\$1,884,781.00) including \$1,550,000 as full compensation for the property taken, and attorney and expert fees for the owner's appraiser, engineer, and land planner. The County will deposit this payment into the Clerk of Court's registry plus a \$170.00 Registry Deposit Fee, for a total expense of \$1,844,951.00.

It is estimated that trying this case could result in additional litigation costs of between \$125,000 and \$200,000. Therefore, this mediated settlement agreement is in the County's best interests.

In addition, the County Attorney's office is requesting Board authorization to submit to the Court a Stipulated Order of Taking and Final Judgment consistent with the attached mediated settlement agreement.

BUDGET/IMPACT:

Transportation Capital Projects Fund- \$1,884,951.00 as outlined below:

\$1,179,751.92 from STC073868-CIP TRANSP-NEWINF ROW-738 - VJ738541 - 561301

\$705,199.08 from TIP77700B-TIP ROADS-TFCTRL ROW-772 - VJ738541 - 561301

RECOMMENDED ACTION:

Motion to approve the Mediated Settlement Agreement for the NW/SW 80th Ave & Hwy 40 Intersection from 1300' South of West Hwy 40 to 1600' North of West Hwy 40 Road and Drainage Improvement Project Fee Simple Right-of-Way Taking and Temporary Construction Easement Parcels and authorize the County Attorney to submit a joint Stipulated Order of Taking and Final Judgment consistent with the Settlement Agreement.

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA**

MARION COUNTY, a political
Subdivision of the State of Florida,
Petitioner,

CASE NO. 2025-CA-0573

vs.

MICHAEL P. VECCHIO,
and GEORGE ALBRIGHT,
as MARION COUNTY TAX COLLECTOR;
and JIMMIE COWAN, as MARION COUNTY
PROPERTY APPRAISER; and all unknown spouses
of the above, if any; their heirs, devisees, assigns,
grantees, creditors, lessees, executors, administrators,
mortgagees, judgment creditors, trustees, lien holders,
persons in possession, successors in interest, or any
and all other persons having or claiming to have
any right, title, or interest by, through, under or
against the above-named Defendants, or otherwise
claiming any right, title, or interest in the
real property interests described in this
action,

PARCEL NOS.: 1, 2

Defendants.

MEDIATED SETTLEMENT AGREEMENT

As a result of a Mediation Conference held on June 20, 2025, the parties reached the following Settlement Agreement subject to the approval of the Marion County Board of County Commissioners:

1. Petitioner will pay to Respondent, Michael Vecchio, the sum of \$1,550,000.00 in full settlement of all claims for compensation from Petitioner whatsoever, including severance damages, business damages, but excluding attorney's fees, experts' fees, and costs.

2. In addition to the settlement amount referenced in Paragraph 1 of this Agreement, Petitioner will pay \$272,631.00 in total attorney's fees and attorney litigation costs in this case, including fees related to monetary and non-monetary benefits and supplemental proceedings, if any.

3. In addition to the settlement amount referenced in Paragraph 1 of this Agreement, Petitioner will pay \$62,150.00 in total experts' fees and costs in this case.

4. Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved Stipulated Order of Taking and Final Judgment in this matter as soon as practical hereafter, but not prior to the satisfaction of all conditions contained herein.

5. Petitioner will pay Respondent the balance due of \$1,884,781.00 within twenty (20) days of the actual date of receipt by the Petitioner's counsel of a conformed copy of the aforesaid Stipulated Final Judgment from the Court.

6. The property acquired by Petitioner for the DRA and the 30 foot strip along the southern boundary is in Fee Simple granting unto the Respondent the right of access along the 30 foot strip. Respondent may place a gate along the entrance at 80th Avenue but shall provide either keys or code to permit the Marion County access to the pond or to maintain the drainage pipe. The parties shall draft language in the Stipulated Order of Taking and Final Judgement providing for these rights of access and fencing.

7. Attached hereto is an addendum to this Agreement.

_____ Yes X No

8. This Agreement, dated June 2025, contains all of the agreements of the parties.




Petitioner, Marion County



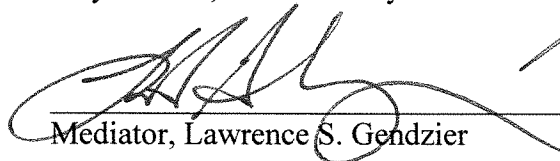
Respondent, Michael Vecchio



Atty for Pet., Matthew Guy Minter



Atty for Resp., Joseph Hanratty



Mediator, Lawrence S. Gendzier



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19526

Agenda Date: 7/1/2025

Agenda No.: 7.2.1.

SUBJECT:

Request Approval of a Modification Agreement Between Marion County and Lauren Hall (McKittrick) (Budget Impact - None)

INITIATOR:

Cheryl Butler, Director

DEPARTMENT:

Community Services

DESCRIPTION/BACKGROUND:

On May 19, 2006, Community Services assisted Lauren Hall with State Housing Initiatives Partnership (SHIP) Housing Program funds. Ms. Hall was approved for down payment and closing cost assistance in the amount of \$59,000 for the property located at 5723 NE 14th Avenue, Ocala, FL 34479, parcel number 1501-003-005. The Mortgage and Promissory Note was recorded with the Marion County Clerk of the Court on May 26, 2006, and will reach maturity the first day of June 2036.

Ms. Hall married in 2023, she has requested a modification to her SHIP Mortgage and Note to reflect her name change and to add her husband, Craig McKittrick.

Staff recommends approval of the modification.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve and authorize the Chairman and Clerk to execute the Mortgage Modification between Marion County and Lauren Hall (McKittrick) and all necessary documents associated with the Marion County SHIP Housing Program.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Gonzalez Abigail (Dept) Community Services - 1025 ☐
 Last First
 (Title) CSS (Phone) 8779
 Signature [Signature] Date 5/20/2025

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. 2025-272
☐ Legal Opinion ☐ Other

Description of Request

The wrong template was used. Please the updated modification.

For more information or discussion, contact: ☒ Same as above

(Name) _____ (Title) _____ (Phone) _____
 Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: June 17, 2025

Agenda Deadline Date for Legal: May 28, 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. 2025-272 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

Outcome:

☐ Approved as to form and legal sufficiency
☒ Approved with revisions: ☒ Suggested ☒ Completed
☐ Other:

Date Received:

RECEIVED

By Marion County Attorney- AT at 8:18 am, May 21, 2025

Attorney Signature: [Signature] Date: 5/21/25

Staff Signature: [Signature] Date: 5/21/25 Returned: ☒ Department ☐ Admin ☐

Completed

Record and Return to:

Marion County Community Services Department
2710 E. Silver Springs Blvd.
Ocala, FL 34470

This Document Prepared By:

Marion County Community Services Department
2710 E. Silver Springs Blvd.
Ocala, FL 34470

Property Appraiser's Parcel ID No.: 11501-003-005

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is entered into on June 13, 2025 by and between LAUREN HALL, A SINGLE WOMAN, (hereinafter "Borrower") and Marion County, a Political Subdivision of the State of Florida (herein "Lender"), organized and existing under the laws of the State of Florida whose address is 601 SE 25th Ave. Ocala, FL 34471 with reference to the following facts:

1. Borrower has executed a Promissory Note (the "Note") in favor of the Lender in the original principal sum of \$59,000.00 dated May 19th, 2006, which is secured by a Mortgage (the "Mortgage") of even date, recorded on May 26th, 2006, BOOK 04451 PGS 0944-0950 in the official records of Marion County, Florida

WHEREAS, the Borrower(s) have requested the Lender modify certain terms of the Note and Mortgage, and

WHEREAS, the Lender is agreeable to the terms of the requested Modification of Mortgage and Note, and

WHEREAS, the parties desire to restate the modified terms of said loan so that there will be no misunderstanding of the matter,

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective June 13, 2025
2. The parties intend that the Note and Mortgage be modified only to the extent provided herein and all other terms and provisions of the Note and Mortgage, shall remain unaltered by this modification.
3. Mortgage will be modified to change the Borrower from LAUREN HALL, A SINGLE WOMAN to LAUREN MCKITTRICK, A MARRIED WOMAN and to add her husband CRAIG MCKITTRICK, A MARRIED MAN, as Borrower. Lauren McKittrick and Craig McKittrick shall have all rights and duties of Borrower under the Note and Mortgage.
4. The Borrower hereby warrants and covenants that the Mortgage is a valid second mortgage lien upon the property and that said Mortgage is superior in lien and dignity to any other lien or encumbrance which may have attached to the property, with the exception of the first mortgage to SUNTRUST MORTGAGE, INC.. Borrower further covenants that there have been no intervening liens or encumbrances filed against the borrower or the property since the execution and recording of the Mortgage, except as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their signs and seals on day first mentioned above.

Signed, sealed, and delivered

In the presence of:

Vanessa Tucker
 Witness Signature
Vanessa Tucker
 Witness Print Name 2710 E 33. Blvd, Ocala, FL 34470

Lauren McKittrick
 Borrower Signature
Lauren McKittrick
 Borrower Printed Name

[Signature]
 Witness Signature
[Signature]
 Witness Print Name 2710 E 33. Blvd, Ocala, FL 34470

[Signature]
 Borrower Signature
Craig McKittrick
 Borrower Printed Name

STATE OF FLORIDA
 COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of X physical presence or
 _____ online notarization, this June 13th day of 2025 by Craig
+ Lauren McKittrick who is/are _____ personally known to me or has/have produced
X FLDL as identification and who did not take an oath.

Seal



ABIGAIL GONZALEZ
 Notary Public
 State of Florida
 Comm# HH343182
 Expires 12/20/2026

[Signature]
 Signature - Notary Public (Seal)

Print Name: Abigail Gonzalez
 My Commission Expires: 12/20/2026

ATTEST:

MARION COUNTY,
 a political subdivision of the State of Florida

 Gregory C. Harrell
 Clerk of Court

By: _____
 Kathy Bryant
 Chairman

Date: _____

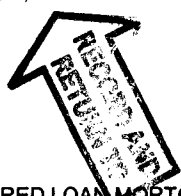
Date: _____

FOR USE AND RELIANCE OF
 MARION COUNTY ONLY,
 APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY

Matthew Minter
 Matthew Minter
 County Attorney

61.00
206.50

FAT-1086-1169576



DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 05/26/2006 02:54:53 PM

FILE #: 2006086052 OR BK 04451 PGS 0944-0950

RECORDING FEES 61.00

MORT DOC TAX 206.50

DEFERRED LOAN MORTGAGE

Prepared By and Return To:

Marion County Community Services Department
2303 SE 17th Street, Suite 101
Ocala, Florida 34471

HOME and SHIP

MORTGAGE

THIS SUBORDINATE MORTGAGE is made this 19th day of May, 2006, between Mortgagor, **LAUREN HALL, A SINGLE WOMAN**, (herein "Borrower"), and the Mortgagee, Marion County Board of County Commissioners (Community Services Department) (herein "Lender"), organized and existing under the laws of the State of Florida whose address is 2303 SE 17th Street, Suite 101, Ocala, Florida 34471.

WHEREAS, Borrow is indebted to Lender in the principal sum of **FIFTY-NINE THOUSAND DOLLARS** and 00/100 Dollars (**\$59,000.00**), which indebtedness is evidenced by Borrower's note dated **MAY 19, 2006** (herein "NOTE").

In addition to this Loan, the Borrower obtained a Mortgage Loan (the "First Mortgage Loan") on even date to this Mortgage from **SUNTRUST MORTGAGE, INC.** (the "Senior Lien Holder") which loan is secured by a first mortgage lien on the Property (the First Mortgage"). The documents evidencing or securing the First Mortgage Loan are collectively referred to herein as the First Mortgage Loan Documents.

IN CONSIDERATION of the aggregate sum named in the Promissory Note hereinafter described, and the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant, bargain, sell, convey and confirm unto Lender, in fee simple, all those certain lands, situate, lying and being in Marion County, Florida, described as follows:

Lot 5, Block 3, OAKVIEW FIRST ADDITION, as per plat thereof recorded in Plat Book F, Page 74, Public Records of Marion County, Florida. Parcel ID#11501-003-005

which has the address of **5723 NE 14th AVENUE, OCALA, FLORIDA 34479** (herein "Property Address")

ANY DEFAULT UNDER THE TERMS OF THE FIRST MORTGAGE SHALL CONSTITUTE A DEFAULT UNDER THE TERMS OF THIS SECOND MORTGAGE, AND THE LENDER HEREIN SHALL HAVE ALL THE RIGHTS AND PRIVILEGES GRANTED TO IT UNDER THE TERMS OF THIS SECOND MORTGAGE IN THE EVENT OF SUCH DEFAULT. LENDER, AT ITS DISCRETION, AND WITHOUT ANY DUTY TO DO SO, MAY CURE ANY DEFAULT IN SAID FIRST MORTGAGE. CURE BY LENDER OF THE FIRST MORTGAGE SHALL NOT BE CONSTRUED AS A CURE BY BORROWER UNDER THE TERMS OF THIS MORTGAGE.

THIS MORTGAGE IS GIVEN TO MARION COUNTY, FLORIDA AND IS EXEMPT FROM TAXATION PURSUANT TO SECTIONS 199.183, 420.513, FLORIDA STATUTES.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property", whether now owned or hereafter acquired by Borrower;

AND Borrower covenants that Borrower is lawfully seized of the Property hereby conveyed and has full power and lawful right to mortgage, grant, and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

CONDITIONED, HOWEVER, that if Borrower shall pay or cause to be paid to Lender, its successors or assigns, together with such interest as may be provided for in the Promissory Note or by this Second Mortgage, prior to maturity, the principal sum of **FIFTY-NINE THOUSAND Dollars (\$59,000.00)**, at final maturity, if not sooner paid, as stated in that certain Promissory Note of even date herewith ("Note"), and if Borrower shall fully perform all the covenants, conditions and terms of this Mortgage, then this Mortgage shall be void, otherwise this Mortgage shall remain in full force and effect until the Note is paid in full.

Borrower and Lender covenant and agree as follows:

1. First Mortgage Modifications. Lender consents to any modifications of the first mortgage, including repayment terms; provided, however, that the principal amount of the first mortgage is not increased.

2. Payment of Indebtedness. Borrower shall pay all principal and interest and other sums of money payable according to the terms of the Note and this Mortgage.

3. Taxes and Assessments. Borrower shall pay, before they become delinquent, all taxes and assessments of every nature affecting the Property, and all other charges and encumbrances which now or hereafter are a lien upon the Property or any part thereof. Notwithstanding the foregoing, Borrower shall have the right to contest any tax or assessment made against the Property provided that Borrower shall comply with the appropriate procedures for such contest established by law, ordinance or otherwise.

4. No Waste. Borrower will permit, commit or suffer no waste, impairment or deterioration of the Property and will keep and maintain all improvements now or hereafter on the Property in sound condition and good repair.

5. Insurance. Borrower shall keep the Property insured for their full insurable value against loss by fire, flood if so required, and other losses normally covered by an extended coverage endorsement. All policies of insurance which insure against any loss or damage to the Property shall provide for loss payable to Lender, without contribution by Lender, pursuant to Lender clauses satisfactory to Lender.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, delinquent taxes, lack of or inadequate insurance, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, after at least ten (10) days notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender shall become additional indebtedness of Borrower secured by this Mortgage and shall bear interest at the rate of twelve percent (12%) per annum.

7. Acceleration. The whole of the indebtedness hereby secured shall become due and payable, at the option of Lender, (i) after default in the performance of any covenant herein, which default remains uncured for fifteen (15) days after notice of said default, or (ii) upon institution of foreclosure proceedings of any other mortgage or lien affecting the Property which is not dismissed within fifteen (15) days thereafter, and this Mortgage may be foreclosed, and all costs and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Borrower and same are secured hereby.

8. Transfer of Property. In the event the Borrower ceases to use the Property as Borrower's principal residence, or otherwise transfers, assigns, sells, refinances, mortgages, or in any manner disposes of all or a portion of the Property, or any interest therein, then at the Lender's option, the whole of the indebtedness secured hereby shall become immediately due and payable and such outstanding indebtedness shall bear interest at the rate of twelve percent (12%) per annum from the date of such cessation of use as Borrower's principal residence or transfer, assignment, sale, refinance, mortgage or other conveyance until paid in full. Should the outstanding indebtedness not be satisfied on the date of such transfer, assignment, sale, refinance, mortgage or other conveyance, this Mortgage may be foreclosed, and all costs and expenses of collections by foreclosure or otherwise, including attorney's fees, shall be paid by Borrower and secured hereby.

9. Receiver. In the event suit is instituted to foreclose this Mortgage or to enforce payment of the Note, or the performance of any covenant or obligation hereunder, Lender shall be entitled to the appointment of a receiver to take charge of the Property, to collect the rents, issues and profits there from, and to complete any construction and care for the jurisdiction thereof as a matter of right to the Lender and all rents, profits, incomes, issues and revenues of the Property are hereby assigned and pledged as further security for payment of the indebtedness hereby secured with the right on the part of Lender at any time after default hereunder, which default remains uncured upon the expiration of any applicable curative period, to demand and receive the same and apply the same on the indebtedness hereby secured.

10. Condemnation. In the event the Property, or any part thereof, shall be condemned or taken for public use under powers of eminent domain, Lender shall have the right to demand that all money awarded for the appropriation thereof, or damage to the Property, whether by reason of such condemnation or by agreement of the parties in lieu thereof shall be paid to Lender up to the amount of the outstanding indebtedness of the obligation secured hereby. Such condemnation or application shall not otherwise affect or vary the obligation of Borrower to pay the indebtedness.

11. Notice. Except for any notice required under applicable law to be given in another manner: a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein; and b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address state herein or to such other address as Lender may designate by notice to Borrower as provided herein.

12. Persons Bound. All covenants and stipulations in these presents contained shall bind the heirs, executors and administrators, successors and assigns of Borrower and Lender, and shall inure to the benefit of and be available to the successors and assigns of Borrower and Lender, as appropriate.

13. Usage. The use of any gender herein shall include all genders, and the word "Borrower", if it appears that there is more than one, shall, wherever herein used, be construed in the plural; and all the covenants, agreements and undertakings herein set forth shall be joint and several.

14. Severability. If any provision of this Mortgage shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, shall be affected thereby, but instead shall be enforceable to the maximum extent permitted by law.

15. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Mortgage.

16. Time of Essence. It is specifically agreed that time is of the essence of this mortgage.

17. Insolvency. Should a receiver be appointed for Borrower or should Borrower become unable to pay its debts as they mature, then this Mortgage and the Note shall become immediately due and payable and Lender shall have the right at its option to immediately foreclose this Mortgage without notice.

18. Applicable Law. This Mortgage shall be governed by, and construed in accordance with, the laws of the State of Florida.

19. Compliance with Laws. Borrower warrants and represents that Borrower has complied, and shall hereafter comply, with all valid laws, rules, ordinances and regulations of the Federal, state and local government, and all agencies and subdivisions thereof which laws, rules, ordinances and regulations apply or relate to the Property.

20. Remedies Cumulative. In the event of a default in payments due under the Note which remains uncured for fifteen (15) days after the due date, or in the event of any other default hereunder which remains uncured for fifteen (15) days after notice from Borrower to Lender, Lender shall have, in addition to the rights and remedies specified herein, all other rights and remedies provided by law or in the Note. The remedies of Lender, as provided herein or in the Note, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefore may arise. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy or recourse as to a subsequent event.

21. Foreclosure of First Mortgage. In the event of a foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

22. Conflict with First Mortgage or Note. If any provision of this Promissory Note or this second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

23. Loan Intended as Personal Benefit. The loan secured by this Mortgage was made by Lender to Borrower pursuant to Lender's Affordable Housing Programs. The loan, therefore, is made at an interest rate and upon terms generally more favorable to the Borrower than would otherwise be available to the public at large. Accordingly, Borrower understands that this loan is intended to be a personal benefit and not solely as an instrument to increase the value of this property, or as a benefit that can be transferred to successive owners of the property. Therefore, the Borrower agrees to occupy the home for a period of two (2) years as the owner-occupant. A prepayment penalty of \$5,000 will be due and payable if transfer of the property is made within the first two (2) years of closing.

24. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any. The maturity date of this Mortgage shall be the first day of JUNE, 2036.

YH

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

Marydale Owen
Witness Signature

MARYDALE OWEN
Witness Name Printed

Marydale Owen
Witness Signature

MARYDALE OWEN
Witness Name Printed

Lauren Hall
Borrower Signature

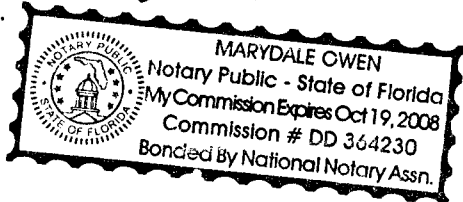
LAUREN HALL

Borrower

STATE OF FLORIDA)
)
COUNTY OF MARION)

The foregoing mortgage was acknowledged before me this 19 day of May, 2006, by LAUREN HALL who is/are personally known to me or produced ch. Alexson as identification and who did (did not) take an oath.

Seal



Marydale Owen
Signature - Notary Public (SEAL)

Print Name: MARYDALE OWEN
My Commission Expires: _____

WITNESS/ATTEST:

LENDER:
BOARD OF COUNTY COMMISSIONERS,
MARION COUNTY, FLORIDA

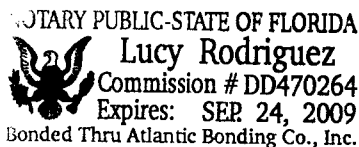
Nicki Hunter
By: NICKI HUNTER

Evelyn Rusciorelli
By: EVELYN RUSCIOLELLI
DIRECTOR

STATE OF FLORIDA)
)
COUNTY OF MARION)

The foregoing mortgage was acknowledged before me this 19th day of May, 2006, by EVELYN RUSCIOLELLI who is personally known to me and who did not take an oath.

Seal



Lucy Rodriguez
Signature - Notary Public (SEAL)

Print Name: LUCY RODRIGUEZ
My Commission Expires: September 24, 2009

**MARION COUNTY
COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

DEFERRED PAYMENT LOAN

DATE: MAY 19, 2006

\$59,000.00

Marion County, Florida

FOR VALUE RECEIVED, the undersigned promises to pay to the order of MARION COUNTY BOARD OF COUNTY COMMISSIONERS (Community Services Department), herein called the "County", or its successors, at 2303 SE 17th Street, Suite 101, Ocala, Florida 34471, or at such place as the County may designate in writing, the principal sum of **FIFTY-NINE THOUSAND Dollars (\$59,000.00)**. This note shall bear interest at 0% per annum except as provided below.

In the event the undersigned ceases to use the real property as undersigned's principal residence, or otherwise transfers, assigns, sells, refinances or in any manner disposes of all or a portion of the property, or any interest therein, which is subject to this Mortgage described below securing this Promissory Note, then the principal amount hereunder shall immediately become due and payable and such outstanding principal shall bear interest at the rate of twelve percent (12%) per annum from the date of such cessation of use as maker's principal residence, transfer, assignment, sale, mortgage, refinance or other conveyance until paid in full.

This Promissory Note may be prepaid in full at any time without penalty.

This Promissory Note and Mortgage securing payment of this Promissory Note are expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note of even date herewith made by Borrower and secured by that certain First Mortgage from Borrower to **SUNTRUST MORTGAGE, INC.** also of even date herewith.

Any payment not made when due, shall bear interest at the rate of twelve percent (12%) per annum until paid, and in addition the undersigned will pay County a "late charge" equal to five percent of any payment due hereunder which is more than fifteen days past due which shall be for the purpose of reimbursing County for out-of-pocket direct expenses incurred by reason of such late payment.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by County, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify County, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

The County shall have the optional right to declare the amount of the total balance hereof to be due and forthwith payable in advance of the maturity date of any sum due hereunder upon the failure to perform in accordance with any of the terms and conditions of the Mortgage securing this Promissory Note or in the payment of any amount due under this Promissory Note. Upon exercise of this option by the County, the entire unpaid principal shall bear interest at twelve percent (12%) per annum. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the right as to any continuing failure or breach or any subsequent failure or breach. Exercise of this option shall be without notice to the undersigned, notice of such exercise being hereby expressly waived.

Time is of the essence in the enforcement of this Promissory Note and, in case this Promissory Note is collected by law or through an attorney at law, or under advice therefrom, the undersigned agrees to pay all costs of collection, including reasonable attorney's fees.

Reasonable attorney's fees are defined to include, without limitation, all fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after trial,

JK

proceedings and appeals, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings, and the cost of paraprofessional personnel working under the supervision of an attorney.

The remedies of the County, as provided herein or in the Mortgage, shall be cumulative and concurrent, and may be pursued regularly, successively or together, at the sole discretion of the County, and may be exercised as often as occasion therefore shall arise. No act of omission or commission of County, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by County and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy or recourse as to a subsequent event.

All persons now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, and diligence in collection; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed or postponed by the County hereof and further consent that the collateral security or any part thereof may be released, exchanged, added to or substituted for County hereof, without in any wise modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that the County, in order to enforce payment of this Promissory Note, shall not be required first to institute any suit or to exhaust any of its remedies against Maker or any other person or party to become liable hereunder.

This Promissory Note and the instruments securing it have been executed and delivered in, and their terms and provisions are to be governed and construed by the laws of the State of Florida.

If more than one party shall execute this Promissory Note, the term "undersigned", as used herein, shall mean all parties signing this Promissory Note and each of them, who shall be jointly and severally obligated hereunder.

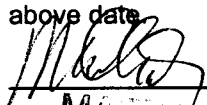
In this Promissory Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

If any provision of this Promissory Note or Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

The maturity date of this Note shall be the first day of JUNE, 2036.


IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the


above date



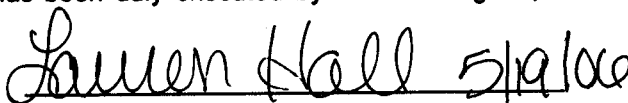
MARY DALE OWEN

Witness Print Name





Witness Print Name



5/19/00

LAUREN HALL

Borrower

Borrower



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19536

Agenda Date: 7/1/2025

Agenda No.: 7.2.2.

SUBJECT:

Request Approval of Second Amendment of Marion County Standard Professional Service Agreement New Construction Project Between Habitat for Humanity of Marion County, Inc. and Marion County (Budget Impact - None)

INITIATOR:

Cheryl Butler, Director

DEPARTMENT:

Community Services

DESCRIPTION/BACKGROUND:

On November 14, 2023, Habitat for Humanity of Marion County, Inc. (Habitat) submitted a proposal to Community Services for State Housing Initiative Partnership (SHIP) funding for the construction of six (6) single-family homes on surplus properties designated for affordable housing under Resolution No. 22-R-252. The original agreement, approved by the Board on March 5, 2024, provided Habitat with SHIP loan funding not to exceed \$180,000 per home, with a sales price cap of \$200,000 per home. The agreement included \$30,000 in down payment and closing cost assistance per homebuyer as part of the build price.

On May 21, 2024, the Board approved the first amendment to the agreement to accommodate a parcel swap after one of the originally conveyed parcels was determined not to be zoned for residential use.

The Second Amendment now presented for Board consideration continues to build upon the original project approved on November 14, 2023. This amendment seeks to modify the original agreement by increasing the down payment and closing cost assistance from \$30,000 to \$50,000 per homebuyer. This adjustment is intended to enhance affordability and ensure long-term housing stability for the income-qualified families purchasing these homes.

All other terms and conditions of the original agreement remain in effect, including Habitat's obligation to construct each home to required standards, maintain affordability guidelines, and meet income eligibility requirements.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve and authorize the Chairman and Clerk to execute all necessary documentation associated with Marion County Standard Professional Services Agreement between Marion County and Habitat for Humanity of Marion County, Inc.



LEGAL REQUEST MEMORANDUM (LRM)

RECEIVED

JUN 13 2025

COMMUNITY SERVICES

From: (Name) Gonzalez Abigail (Dept) Community Services - 1025 ☒
 Last First
 (Title) CSS (Phone) 8779
 Signature [Signature] Date 6/12/2025

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

Second amendment on New Construction contract with Habitat for Humanity to increase the amount of down payment and closing costs from \$30,000 to \$50,000. The overall funding amount will not need to be increased.

For more information or discussion, contact: ☒ Same as above
 (Name) _____ (Title) _____ (Phone) _____
 Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: July 1, 2025

Agenda Deadline Date for Legal: 6/19/2025 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. 2025-519

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 Attorney

Outcome:

☒ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other: _____

Date Received:

RECEIVED

By Marion County Attorney- AT at 3:07 pm, Jun 12, 2025

Attorney Signature: [Signature] Date 6/12/25

Staff Signature: [Signature] Date: 6/12/25 Returned: ☒ Department ☐ Admin ☐ _____

Completed

**SECOND AMENDMENT
MARION COUNTY
STANDARD PROFESSIONAL SERVICE AGREEMENT
NEW CONSTRUCTION PROJECT**

In accordance with the agreement entitled "Marion County Standard Professional Services Agreement, New Construction Project, dated March 5, 2024, (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **Habitat for Humanity of Marion County, Inc.** whose address is 1321 SE 25th Loop, Suite 103, Ocala, FL 34471 a not-for-profit corporation organized under the laws of the State of Florida; possessing FEIN **59-2992077**, (hereinafter referred to as "SPONSOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS, pursuant to the Agreement, COUNTY conveyed surplus properties to SPONSOR for use in developing affordable housing; and

WHEREAS, the Parties desire to increase the Purchase Assistance award amount provided to income eligible applicants who will purchase the home; and

WHEREAS, the parties wish to alter the terms of the Agreement to reflect this new understanding.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY and SPONSOR hereto agree as follows:

1. **Incorporation of Recitals & Exhibits.** The Parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.
2. **Part of the Agreement.** This Second Amendment shall be deemed to amend and become part of the Agreement.
3. **Terms.** All references in the Agreement to the Purchase Assistance of Thirty Thousand Dollars and Zero Cents (\$30,000.00), as defined above, are deleted and replaced by Purchase Assistance up to Fifty Thousand Dollars and Zero Cents (\$50,000.00), as defined above.

FY 2022-2025 LHAP
Habitat for Humanity of Marion County, Inc New Construction
Expires October 5th, 2025
Community Services

4. **In Full Force.** All provisions of the Agreement not specifically amended herein shall remain in full force and effect. Specifically, the funding provided in the Agreement is in no way altered by this Amendment.

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have entered into this Second Amendment by their duly authorized officers on the date of the last signature below.

ATTEST:

MARION COUNTY, a political subdivision of the State of Florida

Gregory C. Harrell
Clerk of Court

By: _____
Kathy Bryant
Chairman

Date: _____

Date: _____

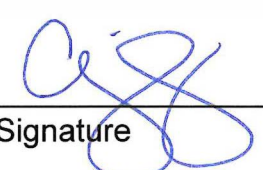
FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



Matthew Minter
County Attorney

WITNESS:

**HABITAT FOR HUMANITY OF MARION
COUNTY, INC.**

 6/17/25

Signature Date

Abigail Gonzalez

Printed Name

By:  _____

Printed Name: Rob Peters

Its: President and CEO

WITNESS:

Date: 6/17/25 _____

 6/17/25

Signature Date

Vanessa Tucker

Printed Name



Marion County

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File #:	2024-15021		
Type:	Consent	Status:	Agenda Ready
File created:	5/1/2024	Meeting Body	Board of County Commissioners
On agenda:	5/21/2024	Final action:	
Title:	Request Approval of First Amendment to Marion County Standard Professional Service Agreement New Construction Project Dated March 5, 2024 Between Marion County and Habitat for Humanity of Marion County, Inc. (Budget Impact - None)		
Attachments:	1. LRM 2024-371 , 2. First Amendment , 3. Release of Right of Reverter , 4. HABITAT FULLY EXECUTED CONTRACT 3.5.24 , 5. Location Map 9037-1209-06		

[Text](#)**SUBJECT:**

Request Approval of First Amendment to Marion County Standard Professional Service Agreement New Construction Project Dated March 5, 2024 Between Marion County and Habitat for Humanity of Marion County, Inc. (Budget Impact - None)

INITIATOR:

Cheryl Martin, Director

DEPARTMENT:

Community Services

DESCRIPTION/BACKGROUND:

On November 14, 2023, Habitat for Humanity of Marion County, Inc. (Habitat) submitted a proposal to Community Services for State Housing Initiative Partnership (SHIP) funding for the construction of six (6) single-family homes on six surplus properties designated for affordable housing per Resolution Number 22-R-252. This will provide families and individuals in Marion County with affordable housing options.

The County approved an Agreement on March 5, 2024, to construct the six (6) single-family homes on the surplus properties. It has been determined that one (1) of the properties (Parcel Number 8009-1265-06) conveyed pursuant to the Marion County Standard Professional Services Agreement, executed on March 5, 2024, is not zoned accordingly for residential.

- County shall receive from Habitat ownership of Parcel Number 8009-1265-06 by means of Release of Right of Reverter, RETURNED PROPERTY;
- Habitat shall receive from County ownership of Parcel Number 9037-1209-06, REPLACED PROPERTY.

Also, under Consent is a secondary agenda item from the County Engineer transferring 9037-1209-06 to Habitat.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve and authorize the Chairman and Clerk to execute all necessary documentation associated with the First Amendment to Marion County Standard Professional Services Agreement between Marion County and Habitat for Humanity of Marion County, Inc.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Gonzalez Abigail (Dept) Community Services - 1025 ☐
(Title) Client Service Specialist (Phone) 352-671-8779
Signature [Signature] Date 4/19/24

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

Approval of the First Amendment of Marion County Standard Professional Service Agreement New Construction Project with Habitat for Humanity to remove PID 8009-1265-06 and replace it with PID 9037-1209-06.

Approval of Release of Right of Reverter to revert PID 8009-1265-06 back to the County that was conveyed to Habitat under Resolution 24-R-84. Office of the County Engineer will be doing a new resolution and Statute 125 Deed to convey a new PID to Habitat.

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: May 21, 2024
Agenda Deadline Date for Legal: April 26, 2024 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. 2024-371

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- AT at 9:20 am, Apr 22, 2024

Attorney Signature: [Signature] Date 4/22/24

Staff Signature: Ashlynn Yuck Date: 4/22/24 Returned: ☒ Department ☐ Admin ☐ _____
Completed

**FIRST AMENDMENT
MARION COUNTY
STANDARD PROFESSIONAL SERVICE AGREEMENT
NEW CONSTRUCTION PROJECT**

In accordance with the agreement entitled "Marion County Standard Professional Services Agreement, New Construction Project, dated March 5, 2024, (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Habitat for Humanity of Marion County, Inc.** whose address is 1321 SE 25th Loop, Suite 103, Ocala, FL 34471 a not-for-profit corporation organized under the laws of the State of Florida; possessing FEIN **59-2992077**, (hereinafter referred to as "SPONSOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS, pursuant to the Agreement, COUNTY conveyed surplus properties to SPONSOR for use in developing affordable housing; and

WHEREAS, SPONSOR has determined that among the properties conveyed the property bearing Marion County Property Appraiser ID 8009-1265-06 is not economically feasible for its purposes; and

WHEREAS, SPONSOR seeks to convey back to COUNTY parcel ID 8009-1265-06; and

WHEREAS, the Parties agree that COUNTY shall convey to SPONSOR a different parcel to be used by SPONSOR as set forth in the Agreement; and

WHEREAS, the parties wish to alter the terms of the Agreement to reflect this new understanding.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY and SPONSOR hereto agree as follows:

1. **Incorporation of Recitals & Exhibits.** The Parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.


2. **Part of the Agreement.** This Amendment shall be deemed to amend and become part of the Agreement.
3. **Conveyance SPONSOR to COUNTY.** Contemporaneous with entry of this Amendment, COUNTY shall receive from SPONSOR ownership of Parcel ID 8009-1265-06 ("RETURNED PROPERTY") described as:
 SEC 08 TWP 16 RGE 21
 PLAT BOOK O PAGE 164
 MARION OAKS UNIT 9
 BLK 1265 LOT 6
4. **Conveyance COUNTY to SPONSOR.** Contemporaneous with entry of this Amendment, SPONSOR shall receive from COUNTY ownership of Parcel ID 9037-1209-06 ("REPLACED PROPERTY") described as:
 SEC 35 TWP 16 RGE 24
 PLAT BOOK J PAGE 320
 SILVER SPRINGS SHORES UNIT 37
 BLK 1209 LOT 6
5. **Terms.** All references in the Agreement to the RETURNED PROPERTY, as defined above, are deleted and replaced by the REPLACED PROPERTY, as defined above.
6. **In Full Force.** All provisions of the Agreement not specifically amended herein shall remain in full force and effect. Specifically, the funding provided in the Agreement is in no way altered by this Amendment.

(Remainder of page intentionally left blank. Signature page follows.)

FY 2022-2025 LHAP
Habitat for Humanity of Marion County, Inc New Construction
Expires October 5th, 2025
Community Services

IN WITNESS WHEREOF, the parties have entered into this First Amendment by their duly authorized officers on the date of the last signature below.

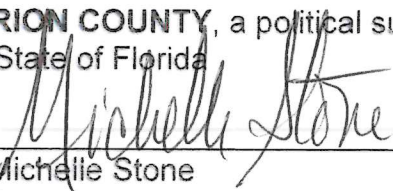
ATTEST:



Gregory C. Harrell
Clerk of Court

Date: May 21, 2024

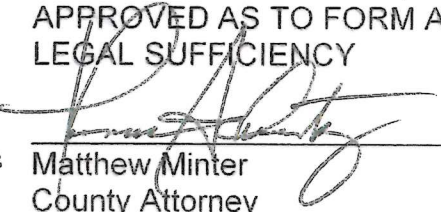
MARION COUNTY, a political subdivision of
the State of Florida

By: 

Michelle Stone
Chair

Date: May 21, 2024

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

For: 

Matthew Minter
County Attorney

WITNESS:



Signature


4/26/24

Date

Abigail Gonzalez

Printed Name

WITNESS:



Signature

4/26/24

Date

Dana R. Ammann

Printed Name

**HABITAT FOR HUMANITY OF MARION
COUNTY, INC.**

By: 

Printed Name: Rob Peters

Its: President and CEO

Date: 4/26/24



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File #:	2024-14259		
Type:	Consent	Status:	Agenda Ready
File created:	2/21/2024	Meeting Body	Board of County Commissioners
On agenda:	3/5/2024	Final action:	
Title:	Request Approval of Marion County Standard Professional Services Agreement New Construction Project Between Marion County and Habitat for Humanity of Marion County, Inc. (Budget Impact - Neutral; not to exceed \$1,080,000)		
Attachments:	1. LRM 2024-31 , 2. Habitat New Construction Full Contract , 3. Location Maps for 6 Surplus Parcels		

[Text](#)

SUBJECT:

Request Approval of Marion County Standard Professional Services Agreement New Construction Project Between Marion County and Habitat for Humanity of Marion County, Inc. (Budget Impact - Neutral; not to exceed \$1,080,000)

INITIATOR:

Cheryl Martin, Director

DEPARTMENT:

Community Services

DESCRIPTION/BACKGROUND:

On November 14, 2023, Habitat for Humanity of Marion County, Inc. (Habitat) submitted a proposal to Community Services for State Housing Initiative Partnership (SHIP) funding for the construction of six (6) single family homes on six surplus properties designated for affordable housing per Resolution No. 22-R-252. This will provide families and individuals in Marion County with affordable housing options.

The County will provide a SHIP loan to Habitat for each home constructed, not to exceed \$180,000 each. The sales price for each home will not exceed \$200,000 and must be sold to income eligible homebuyers who will receive \$30,000 for down payment and closing cost assistance out of the build price of \$180,000. Habitat will retain \$20,000 upon sale, repaying \$150,000 to Community services to satisfy its loan. Each home will be built as concrete block homes with minimum standard of three (3) bedrooms, two (2) bathrooms. Each homebuyer must be approved by the County for income eligibility.

Also, under Consent is a secondary agenda item from the County Engineer transferring the following properties to Habitat: Parcel Numbers 9033-1076-04, 9034-1062-16, 9034-1071-07, 8005-0852-22, 8009-1265-06, and 8009-1171-28.

Staff recommends providing SHARP funding to Habitat for six (6) single family homes with a focus to serve 80% area median income (AMI) households, not to exceed 120% AMI. This project aligns with the Empower Marion for Success II plan "Develop incentive options for development of housing in identified strategic areas".

BUDGET/IMPACT:

Neutral; not to exceed \$1,080,000

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 Habitat for Humanity of Marion County, Inc.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Gonzalez Abigail (Dept) Community Services - 1025 ☒
 Last First
 (Title) Client Service Specialist (Phone) 352-671-8779
 Signature Abigail Date 1/9/24

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

Contract between County and Habitat for Humanity for the construction of 6 new single family residences (SFR) using State Housing Initiatives Partnership (SHIP) funding.

Exhibit F consist of 6 separate mortgage and notes, 1 for each property to be used.

This contract is similar to LRM2020-778

For more information or discussion, contact: ☒ Same as above

(Name) _____ (Title) _____ (Phone) _____
 Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: February 20, 2024

Agenda Deadline Date for Legal: January 17, 2024 Agenda Deadline Date for Admin: February 8, 2024

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. 2024-31

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:

Marion County Attorney
 Received:
 01/09/2024

Attorney Signature: Thomas Schwartz Date: 1/26/24
 Staff Signature: Anthony Luck Date: 1/26/24 Returned: ☒ Department ☐ Admin ☐
 Completed

RECIEVED
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 COMMUNITY SERVICES

**MARION COUNTY
 STANDARD PROFESSIONAL SERVICES AGREEMENT
 NEW CONSTRUCTION PROJECT**

This MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT, (this "Agreement") made and entered by and between **Marion County**, a political subdivision of the State of Florida, (hereinafter called the "COUNTY") and **Habitat For Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, FEIN# 59-2992077 (hereinafter referred to as "SPONSOR"), and COUNTY and SPONSOR hereby agreeing as follows:

WITNESSETH:

WHEREAS, COUNTY's long term Community Development goal is to develop viable communities by providing decent housing and a suitable living environment and expanding economic opportunities; and

WHEREAS, the William E. Sadowski Affordable Housing Act adopted by the State of Florida in 1992 provided a dedicated revenue source for affordable housing in Florida and created the State Housing Initiatives Partnership (SHIP) Program; and

WHEREAS, COUNTY is the recipient of State Housing Initiatives Partnership (SHIP) grant funds from Florida Housing Finance Corporation ("FHFC"); and

WHEREAS, SPONSOR has submitted a proposal for use of SHIP funds for an eligible project under the SHIP regulations governed by Sections, 420.907-420.9079, Florida Statutes ("F.S."), the Marion County SHIP Local Housing Assistance Plan; and Chapter 67-37, Florida Administrative Code; and

WHEREAS, the COUNTY and the SPONSOR desire to provide new construction, in accordance with this Agreement and the aforementioned Local Housing Assistance Plans; and

WHEREAS, COUNTY has determined that SPONSOR's proposed Surplus Property project, as more fully described herein and referred to as the "Project" meets SHIP requirements and SPONSOR has been determined to have the capacity to undertake and complete the Project; and

WHEREAS, it is necessary for COUNTY and SPONSOR to enter into an Agreement for the implementation of the Project; now therefore

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. **STANDARD TERMS.** SPONSOR and COUNTY mutually agree to abide by the Standard Terms, **Exhibit A** hereto, and the Scope of Work/Funding which is attached to this Agreement as **Exhibit B**.
2. **FUNDING.** COUNTY, through its Community Services Department (the "Department"), shall reimburse SPONSOR utilizing SHIP funds for allowable costs, determined by COUNTY, in an amount not to exceed **ONE MILLION EIGHTY THOUSAND DOLLARS AND ZERO Cents (\$1,080,000.00)** for services performed under the terms of this Agreement and detailed in **Exhibit B**. In the event the Project costs exceed the stated amount, SPONSOR shall be responsible for any excess. In the event the Project does not use all of the funds, excess shall be returned to COUNTY.
3. **SERVICES AND PERFORMANCE.**
 - A. COUNTY shall transfer ownership of six (6) COUNTY owned surplus properties, as described in **Exhibit C** (singular each the "Property," plural the "Properties") to SPONSOR. SPONSOR previously submitted to COUNTY an Application for Conveyance of the surplus properties and was approved in Resolution 24-R-_____, the Resolution for Conveyance of Real Property.
 - B. SPONSOR shall construct one (1) affordable single-family home more fully described in **Exhibit B** (singular "Home," plural the "Homes") on each of the Properties making a total of six (6) affordable single-family homes.
 - C. SPONSOR shall then market and sell each Home to income eligible Homebuyers (defined herein). Initial eligibility shall be determined by SPONSOR, using, in part, the criteria set forth on **EXHIBIT D**. Final determination of Homebuyer eligibility will be determined by COUNTY through the Department (defined herein).
 - D. Contemporaneous with this Agreement, SPONSOR shall execute the Declaration of Restrictive Covenants, a substantial copy is attached hereto as **Exhibit E** hereto, and same shall, at SPONSOR's cost, be recorded against each of the Properties.
 - E. SPONSOR and COUNTY mutually agree to furnish, each to the other, the

respective services, information and items as described in the attached exhibits.

4. TIMELINE.

A. The Work (defined herein) shall commence upon the start date set forth in the Notice to Proceed, with final completion of Home construction, as proven by Certificate of Occupancy, thirty (30) days to receive proper permits, three hundred sixty (360) calendar days from the Effective Date of this Agreement (the "Construction Time."). An additional one hundred eighty (180) calendar days shall be allowed for marketing and closing on sale of the constructed Homes (the "Sales Time.") The Construction Time and Sales Time shall be completed no later than five hundred seventy (570) days from the Effective Date of this Agreement (the "Term."). Work shall proceed in a timely manner without delays.

5. **INSURANCE.** SPONSOR shall maintain comprehensive general liability insurance, property and casualty or builder's risk insurance, Worker's Compensation as set forth in Section "17" of the Standard Terms, **Exhibit A** hereto.

6. MISCELLANEOUS.

A. The following exhibits are hereby incorporated into this Agreement as a part hereof, as though fully set forth herein.

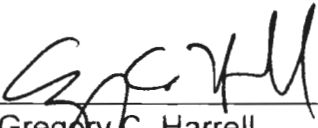
- | | | |
|-----|------------------|---|
| (1) | <i>Exhibit A</i> | <i>Standard Terms</i> |
| (2) | <i>Exhibit B</i> | <i>Scope of Work/Funding</i> |
| (3) | <i>Exhibit C</i> | <i>Property Legal Descriptions</i> |
| (4) | <i>Exhibit D</i> | <i>Marion County Income Limits Adjusted to Family Size 2023</i> |
| (5) | <i>Exhibit E</i> | <i>Declaration of Restrictive Covenant</i> |
| (6) | <i>Exhibit F</i> | <i>Mortgage and Note</i> |

[Remainder of page remains blank. Signature page follows.]

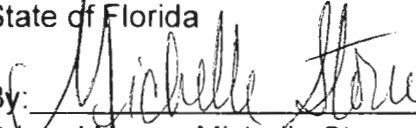
FY 2022-2025 LHAP
 Habitat for Humanity of Marion County, Inc New Construction
 Expires October 5th, 2025
 Community Services

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

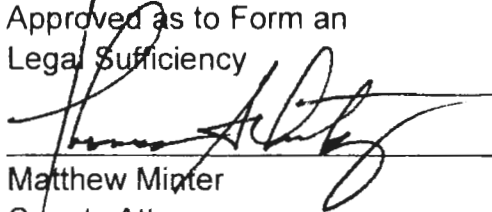
ATTEST:


 Gregory C. Harrell
 Clerk of Court
 Date: March 5, 2024

MARION COUNTY, a political subdivision of the
 State of Florida


By: 
 Printed Name: Michelle Stone
 Chairman
 Date: March 5, 2024

For Use and Reliance of
 Marion County Only,
 Approved as to Form and
 Legal Sufficiency

For: 
 Matthew Minter
 County Attorney

WITNESS:

**HABITAT FOR HUMANITY OF
 MARION COUNTY, INC.**


 Sign Name: _____ Date: 2/16/24

Abigail Gonzalez
 Print Name


 Sign Name: _____ Date: 2/16/24

Dana Ammann
 Print Name

By: 

Print Name: Rob Peters

Title: President & CEO

Date: 2/16/24

**MARION COUNTY
 SHIP SPONSOR STANDARD TERMS
 FOR CONSTRUCTION AND SALE**

SECTION 1 – DEFINITIONS

- A. **AFFORDABILITY PERIOD** - is hereby defined as the period the SHIP-assisted Home must meet the requirements for a qualified low-income family and the housing must be the principal residence of the family throughout the period. For purchase projects, the Affordability Period begins on the date of Homebuyer closing and is in effect for the appropriate minimum number of years based on SHIP funding amount and at the direction of COUNTY.
- B. **CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE** – is hereby defined as that portion of the Florida Administrative Code pertaining to State Housing Initiatives Partnership Program and is one (1) of the three (3) Governing Regulations.
- C. **DEPARTMENT** - is hereby defined as the Department of Community Services, 2710 E. Silver Springs Blvd., Ocala, FL 34470, which is administering the SHIP Program for COUNTY. For the purpose of this Agreement and all administration of SHIP funds, Department shall act on behalf of COUNTY in the execution and fiscal and programmatic control of this Agreement. The term "approval by COUNTY" or like term used in this Agreement shall in no way relieve SPONSOR from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.
- D. **DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")** – is defined as the Federal agency responsible for national policy and programs that address America's housing needs, that improve and develop the Nation's communities, and enforce fair housing laws.
- E. **DIRECTOR** — is hereby defined as the Director of the Department of Community Services for COUNTY.
- F. **EFFECTIVE DATE OF THIS AGREEMENT** – is hereby defined as the date of the last signature on the Agreement.
- G. **FINAL COMPLETION** – is defined as competition by the General Contractor and acceptance by COUNTY of the Work, including all corrected punch list items; and completion of exterior and interior finish; final inspection completed with written verification by the Building Department; and COUNTY's receipt of the following:

General Contractor's final Application for Payment requesting release of retainage (if any); General Contractor's one (1) year warranty documents [see, Section "6(F)" of **Exhibit B**]; General Contractor's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the COUNTY, or 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.

- H. FLORIDA HOUSING FINANCE CORPORATION ("FHFC") – is the public corporation and a public body corporate and politic created within the Department of Economic Opportunity in Section 420.504, F.S..
- I. GOVERNING REGULATIONS – are defined as the pertinent regulations governing this Agreement consisting of:
 - (1) The State Housing Initiatives Partnership Act, Sections 420.907-420.9079, F.S.,
 - (2) Chapter 67-37, Florida Administrative Code; and
 - (3) The Marion County State Housing Initiatives Partnership Local Housing Assistance Plan for Fiscal Years 2022-2023, 2023-2024, and 2024-2025, adopted by Resolution 22-R-249.
- J. HOME or HOMES - is hereby defined as the single family home or homes constructed in the Project.
- K. HOMEBUYER — is hereby defined as an eligible family based on gross income (<120% of area median income based on family size); as defined as 24 C.F.R. part 5, and Section 420.9071(19), (20) or (28), F.S. purchased Property must be maintained as the primary residence as required by Section 420.9071(10), F.S.; and ownership must utilize a 99-year leasehold interest.
- L. LHAP – is hereby defined as the Marion County State Housing Initiatives Partnership Local Housing Assistance Plan on file and approved by the Florida Housing Finance Corporation pertaining to the year from which the funding for the Project is drawn. Funding is provided for SPONSOR'S Project from Fiscal Year FY 23-24 and, therefore, the LHAP governing this Agreement is for Fiscal Years 2022-2023, 2023-2024, and 2024-2025, adopted by Resolution 22-R-249. LHAP

- is one (1) of the three (3) Governing Regulations. SPONSOR acknowledges receipt of a copy of the LHAP and same is incorporated herein as if set forth in full.
- M. PROGRAM – is hereby defined as the SHIP Program, is hereby defined as the State Housing Initiatives Partnership Program created pursuant to the State Housing Initiatives Partnership Act, Sections 420.907-9079, F.S..
 - N. PROJECT - is hereby defined as SPONSOR's Surplus Property Project more fully described in **Exhibit B** and approved by this Agreement for SHIP assistance.
 - O. PROJECT COMPLETION - is hereby defined as the date all Project was closed and transferred to an eligible homebuyer.
 - P. RECAPTURE — is hereby defined as funds that are recouped by COUNTY in accordance with the recapture provisions of its local housing assistance plan pursuant to Section 420.9075(5)(j), F.S., from eligible persons or eligible sponsors, which funds were not used for assistance to an eligible household for an eligible activity, when there is a default on the terms of a grant award or loan award. For the Project, COUNTY has made a loan to SPONSOR on each of the six (6) Homes. The method COUNTY has chosen to recoup the SHIP assistance from SPONSOR is that each loan becomes due and payable at the end of the Term of this Agreement for each Home not sold or for each Home sold to an ineligible Homebuyer. Additionally, the loan to SPONSOR for each respective Home is due and payable to COUNTY at the time each Home is sold to an eligible Homebuyer, as set forth in LHAP Section II(C)(5)(e).
 - Q. SHIP - is hereby defined as the State Housing Initiatives Partnership Act.
 - R. SUBSTANTIAL CONSTRUCTION COMPLETION - is hereby defined as the date that Work is sufficiently complete that a Homebuyer can enjoy occupancy of the Work and the Architect and/or Engineer has prepared a Certificate of Substantial Completion, establishing the date of Substantial Completion. COUNTY must be in receipt of Certificate of Occupancy or Certificate of Completion, final permits, and a prepared complete punch list.
 - S. THE STATE HOUSING INITIATIVES PARTNERSHIP ACT - is hereby defined as Sections 420.907-420.9079, F.S., and is one (1) of the three (3) "Governing Regulations."

- T. WORK - is hereby defined as all the professional, technical and construction services to be rendered or provided by SPONSOR as described herein at **Exhibit B**.

SECTION 2 -TERM OF AGREEMENT

- A. SPONSOR expressly agrees to complete all Work required by this Agreement in accordance with the timeline set forth in **Exhibit B**.
- B. Timely completion of the Work specified in this Agreement is an integral and essential part of performance.
- C. The expenditure of SHIP funds is subject to State deadlines and failure to complete a project within such deadlines could result in COUNTY's loss of State funds. By the acceptance and execution of this Agreement, it is understood and agreed by SPONSOR that the Project (more fully described in **Exhibit B**) will be completed as expeditiously as possible and that SPONSOR will make every effort to ensure that the Project will proceed and will not be delayed.
- D. Time is of the essence. Failure to meet deadlines in this Agreement can result in cancellation of this Agreement and the revocation of SHIP funds.
- E. As it is mutually agreed that in the performance of this Agreement compliance with SHIP regulations is critical, SPONSOR shall cause the Governing Regulations and the terms of this Agreement to be inserted in all agreements and sub-agreements relative to the Work tasks required by this Agreement in order to ensure that the Project will be completed fully SHIP compliant. It is intended that such provisions inserted in any agreements and sub-agreement be, to the fullest extent permitted by law and equity, binding for the benefit of COUNTY and enforceable by COUNTY against SPONSOR and its successors and assigns to the Project or any part thereof or any interest therein.
- F. In the event SPONSOR is unable to meet the timeline set forth in **Exhibit B** or complete the services because of delays resulting from Acts of God, untimely review and approval by COUNTY and other governmental authorities having jurisdiction over the Project, or other delays beyond SPONSOR's control and are not caused by SPONSOR, COUNTY shall grant a reasonable extension of time for completion of the Work. It shall be the responsibility of SPONSOR to notify COUNTY promptly in writing whenever a delay is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.

SECTION 3 - SCOPE OF WORK

- A. A detailed Scope of Work is attached as **Exhibit B**. SPONSOR, in close coordination with COUNTY, shall perform all Work necessary to complete the development and occupancy of the Project in full compliance with the terms of this Agreement.
- B. It is understood that SPONSOR will provide a specific working budget and realistic timetable in accordance with **Exhibit B** as relates to: construction, soft costs, development fees, and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate SHIP and non-SHIP funds to activities or line items.
- C. The Work shall be performed in essentially the manner proposed in SPONSOR's proposal as received by COUNTY on November 14, 2023. The parties specifically agree that the aforementioned SPONSOR's proposal shall be considered to be a part and portion of this Agreement and SPONSOR acknowledges receipt of a copy of same.

SECTION 4 - BUDGET AND REIMBURSEMENT OF EXPENSES

- A. COUNTY shall provide SHIP funds in an amount not to exceed **One Million Eighty Thousand Dollars and Zero Cents (\$1,080,000.00)** (the "Funds") in accordance with the budget hereby attached as **Exhibit B**.
- B. The Funds are comprised of Project expenses, each more fully described in **Exhibit B**.
- C. COUNTY reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
- D. SPONSOR may submit a final invoice upon Final Completion as defined in Section "1(G)" above.

SECTION 5 - PROJECT REQUIREMENTS

- A. SPONSOR agrees to comply with all requirements of the SHIP Program set forth in the Governing Regulations.
- B. **SPONSOR SHALL ENSURE THAT HOMEBUYER IS BOUND TO COMPLY WITH ALL RELEVANT TERMS OF THIS AGREEMENT, ALL EXHIBITS**

HERETO and the Governing Regulations of SHIP.

- C. Sponsor shall ensure and document that any contractor, subcontractor or participant awarded work under this Agreement is currently licensed and insured and has not been debarred, suspended or ineligible to perform work by COUNTY, FHFC, and HUD. To determine if a contractor, subcontractor or participant has been debarred, suspended or ineligible, go to COUNTY's list and <https://www.sam.gov/SAM/>.
- D. SPONSOR will ensure that any expenditure of SHIP funds will be in compliance with the Governing Regulations and acknowledges that SHIP funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for Work completed.
- E. The Home shall be acquired by a Homebuyer whose family qualifies as low- to moderate-income, defined as not to exceed one hundred twenty percent (120%) of Area Median Income, in accordance with the Income Chart published annually by FHFC. Income is calculated by annualizing verified sources of income for the household, and consists of the amount of income expected to be received in a household during the twelve (12) months following the effective date of the determination.
- F. SPONSOR and COUNTY shall make the initial determination of eligibility of Homebuyer using, in part, the criteria set forth in **EXHIBIT B and EXHIBIT D**. Homebuyer Eligibility:
 - 1. SPONSOR and COUNTY shall make the initial determination.
 - 2. COUNTY shall make the final determination of Homebuyer eligibility and notify SPONSOR and Homebuyer in writing.
 - 3. COUNTY shall then issue an award letter to Homebuyer.
- G. Homebuyer Costs.
Homebuyer shall pay from its own funds each of the following:
 - 1. First Lender's application fee, if one is charged (to be credited at closing to the first lender's appraisal);
 - 2. Home inspections fee; and
 - 3. Credit reports.
- H. Purchase Assistance.
 - 1. Each eligible Homebuyer shall receive purchase assistance of SHIP funds from COUNTY in the form of a no interest second position loan. If eligible Homebuyer receives additional assistance from the Homeownership Pool

- (HOP) Program, SHIP funds from COUNTY shall be in the form of a no interest third position loan.
 2. Homebuyer shall execute a promissory note in favor of COUNTY and a mortgage securing payment of the note.
 3. Upon closing, COUNTY shall file a release or satisfaction of SPONSOR's mortgage on the subject Property.
- I. Affordability Period.
1. This Project is subject to an Affordability Period of twenty (20) years in accordance with the Governing regulation, specifically LHAP Section II (C) "New Construction – Home Ownership- Community Land Trust."
 2. The affordability Period is imposed upon SPONSOR upon its execution of the loan documents with COUNTY but will be released from the obligation upon repayment of the SHIP funds.
 3. Upon receipt of SHIP purchase assistance, Homebuyer shall be subject to the affordability Period beginning upon the date of closing and expiring twenty (20) years thereafter.
 4. During the affordability Period, the SHIP assistance will be program income pursuant to Section 420.9071 (24) F.S., meaning the Homebuyer shall be responsible to repay COUNTY's loan of SHIP funds, upon:
 - a. Sale of the Home;
 - b. Transfer of title (voluntary or involuntary, including foreclosures);
 - c. Refinancing to access equity;
 - d. Failure to maintain the Home as Homebuyer's principal residence, including renting the home; or
 - e. Death of Homebuyer.
 5. In the event foreclosure is filed against a Home during the affordability period, COUNTY shall have the option to purchase the Home for Ten and No/100 Dollars (\$10.00).
- J. In the selection of occupants for Project Homes, SPONSOR shall comply with all nondiscrimination requirements of 24 CFR 92.350 and Sections 760.20-760.37 of the F.S..
- K. SPONSOR will comply with COUNTY's and SPONSOR's Affirmative Fair Housing Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966, in marketing the Homes for sale as follows:
1. SPONSOR will use the Fair Housing Logo in all of its advertising for Properties built with SHIP funds.



2. SPONSOR will post a fair housing poster in its office in a location that is visible to the public being served under the SHIP program. For a copy of the poster go to:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf
 3. All advertising, applications and marketing tools prepared by SPONSOR for the sale of SHIP assisted Homes shall include the following language "We comply with the Fair Housing Law. Our office does not discriminate based on race, color, ancestry, national origin, religion, sex, marital status, familial status or disability".
 4. Post a fair housing poster in its office in a location that is visible to the public being served under the SHIP Program. For a copy of the poster go to:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf
 5. Provide all program participants with a copy of the "Fair Housing Equal Agreement for All" brochure. A copy of the brochure can be found at:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12146.pdf
- L. SPONSOR agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to the Project (program literature, brochures, and letterhead, project signs) must recognize Marion County and the FHFC SHIP Program as providing funds for the Project.
- M. SPONSOR certifies that at the time of completion and throughout the Affordability Period, the Project shall meet:
1. The requirements of **Exhibit B** hereto;
 2. The standards of the Florida Building Code and all applicable local codes, standards, ordinances, and zoning ordinances;
 3. The Accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 4. The design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619), in the event the Property is rehabilitated at any time during the Affordability Period; and

5. Energy Efficient Best Practices as defined in Section 420.9075(3)(d), F.S., as: Innovative design, green building principles, storm resistant construction or other elements that reduce long-term costs relating to maintenance, utilities or insurance.
- N. COUNTY has the right to suspend SPONSOR from consideration for the award of future agreements:
1. If SPONSOR has failed to comply with the Program or violated Agreement provisions, the character of which is regarded to be so serious as to justify such action, including but not limited to:
 - a. Failure without good cause to perform in accordance with specifications or within the time limits provided in this Agreement;
 - b. A past record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more agreements;
 - c. Any other cause determined to be so serious and compelling as to affect responsibility as a provider under the Program; or
 - d. Has been involved in litigation with COUNTY.
 2. The length of any suspension of SPONSOR from consideration of future awards is at the discretion of COUNTY and said discretion will be exercised reasonably and fairly.

SECTION 6 - FUNDING AND METHOD OF PAYMENT

- A. Funding for this Agreement is contingent on the availability of funds and continued authorization for Program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.
- B. The maximum amount payable by COUNTY under this Agreement shall be **One Million Eighty Thousand Dollars and Zero Cents (\$1,080,000.00)**. The SHIP Funds provided by COUNTY to SPONSOR shall be in the form of a deferred payment loan, zero (0%) percent interest. Upon execution of this Agreement, as to each of the six (6) Homes, SPONSOR shall execute a promissory note in the amount of One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00) plus the value of the land based on Marion County Property Appraiser's value per home and shall execute a mortgage securing same. COUNTY shall record each mortgage at SPONSOR's expense, in the public records of Marion County, Florida. SPONSOR shall be released from each mortgage upon sale of each respective Home to an income eligible Homebuyer.
- C. The method of payment:

1. COUNTY agrees to pay SPONSOR in accordance with the following schedule: For projects of Thirty-Six Thousand and No/100 Dollars (\$36,000.00) or less SPONSOR will receive a single payment at project competition. For projects in excess of Thirty-Six Thousand and No/100 Dollars (\$36,000.00), a progress payment of twenty percent (20%) ("Draw") shall be made according to the following schedule:
 - a. First Draw: Upon obtaining permits, site preparation, and foundation, minus applicable recording fees for COUNTY mortgage and note;
 - b. Second Draw: Upon completion of exterior block laying, interior framing, roof faming and shingle installation, and beginning of rough in;
 - c. Third Draw: Upon completion of rough in, to include plumbing, mechanical, and electrical work;
 - d. Fourth Draw: Upon completion of dry in, stucco, ductwork, insulation, drywall, and install of exterior doors, interior doors, and windows; and
 - e. Fifth/Final Draw: Upon Final Completion as defined in Section "1G" above.
 2. SPONSOR shall submit a SHIP Program Request for Payment Form, for reimbursement of Eligible Costs. Eligible Costs shall mean those costs provided for in **Exhibit B**. COUNTY Construction Coordinator or COUNTY staff designee will perform a site visit to inspect the work and ensure that the costs have been incurred and the Work is eligible for payment. If required, the Work must have passed a required building inspection at the time the draw request is made. SPONSOR must submit to Department proof of passing all required inspections.
 3. If at Final Completion, COUNTY's Construction Coordinator or Designee recommends corrective action to be taken pursuant to this Agreement, SPONSOR has the option to pay for the corrective Work or deduct the cost of the corrective work from the Agreement sum.
- D. All SHIP funds not expended within the Term of this Agreement shall remain in the custody and control of COUNTY. COUNTY may reallocate unexpended SHIP funds to other SHIP Program projects.
- E. SPONSOR shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from COUNTY for such subcontracted Work or supplies, if all required and supporting documentation is provided and the Work is completed in accordance with this Agreement.

- F. Any documentation required under this Agreement, must be submitted within sixty (60) days after Project Completion. Any requests or documentation submitted after that date may not be honored by COUNTY, at the sole discretion of COUNTY.
- G. SPONSOR shall furnish to COUNTY all reports as may be necessary to comply with the Governing Regulations, and all applicable laws, guidelines, and conditions specified in this Agreement.

SECTION 7 - REPAYMENT OF LOAN

- A. All SHIP funds are subject to repayment in the event the Project does not meet the Project requirements as outlined in this Agreement.
- B. All net sales proceeds from the sale of Homes are immediately due and payable to COUNTY and must be returned to COUNTY as repayment of SPONSOR's SHIP loan.
- C. Prior to closing of the sale of each Home, SPONSOR shall provide to COUNTY the estimated settlement statement, along with a reconciliation statement and Homebuyer's draft note and mortgage, with notation and reference to the Recapture provision and COUNTY's right of first refusal in the event of foreclosure.

SECTION 8 - PROCUREMENT STANDARDS

- A. SPONSOR shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. SPONSOR's procurement procedures must be approved by COUNTY.
- B. Beginning January 1, 2021, Section 448.095, F.S., requires SPONSOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SPONSOR from entering into this agreement unless it is in compliance therewith. Information provided by SPONSOR is subject to review for the most current version of the State of Federal policies at the time of the award of this Agreement.
 - 1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
 - 2. SPONSOR has agreed to perform in accordance with the requirements of this Section and agrees:
 - a. It is registered and uses the E-Verify system to verify the work authorization status of all newly hired employees.

- b. COUNTY shall immediately terminate this Agreement if COUNTY has a good faith belief that SPONSOR has knowingly violated Section 448.09(1), F.S., that is, that SPONSOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private, or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c. When SPONSOR enters into a contract with a General Contractor, contractor, or subcontractor for the performance of this Agreement, SPONSOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
- d. SPONSOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e. SPONSOR shall immediately terminate the Contracting Party if SPONSOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), F.S., as set forth above.
- f. If COUNTY has a good faith belief that SPONSOR's Contracting Party has knowingly violated Section 448.09(1), F.S., but that SPONSOR has otherwise complied, COUNTY shall promptly order SPONSOR to terminate the Contracting Party. SPONSOR agrees that upon such an order, SPONSOR shall immediately terminate the Contracting Party. SPONSOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SPONSOR.
- g. If COUNTY terminates this Agreement with SPONSOR, SPONSOR may not be awarded a public contract for a least one (1) year after the date of termination.
- h. SPONSOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
- i. Any such termination under this Section is not a breach of this Agreement and may not be considered as such.
- j. SPONSOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and make such records available to COUNTY or other authorized governmental entities.
- k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

SECTION 9 - CONFLICT OF INTEREST PROVISIONS

- A.** SPONSOR will comply with COUNTY Conflict of Interest as follows:

No employee, agent, consultant, officer or elected official or appointed official of SPONSOR who exercises or have exercised any function or responsibility with respect to SHIP activities assisted under or who are in position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a SHIP assisted activity, or have a financial interest in any agreement, subcontract or agreement with respect to a SHIP assisted activity or with respect to the proceed of the SHIP assisted activity, either for themselves or those with whom they have a family or business ties, during their tenure or for one (1) year thereafter. This prohibition includes any SHIP benefits or financial assistance associated with SHIP projects or programs administered by SPONSOR, including:

1. Occupancy of a home in a SHIP assisted project;
2. Receipt of SHIP homebuyer acquisition assistance; or
3. Receipt of SHIP owner-occupied rehabilitation assistance.

- B. SPONSOR certifies that it is and that SPONSOR and anyone employed thereby shall be in compliance with subsection "9(A)" above throughout this Agreement

SECTION 10 - COUNTY RESPONSIBILITIES

- A. COUNTY shall furnish SPONSOR with the following services and information from existing COUNTY records and COUNTY files:
1. COUNTY shall provide to SPONSOR information regarding its requirements for the Project.
 2. COUNTY will provide SPONSOR with any changes in SHIP regulations or program limits that affect the Project, including but not limited to income limits, Property value limits and/or rent limits.
 3. COUNTY will conduct progress inspections of Work completed to protect its interests as lender and regulatory authority for the Project, and will provide information to SPONSOR regarding any progress inspections or monitoring to assist it in ensuring compliance.
 4. COUNTY's review and approval of the Work will relate only to overall compliance with the general requirements of this Agreement and SHIP regulations, and all COUNTY regulations and ordinances.
 5. COUNTY shall monitor, review, and evaluate the financial procedures of SPONSOR through documents submitted to COUNTY and on-site monitoring. SPONSOR shall provide to COUNTY such reports, and make available to COUNTY such records that will be necessary for a proper financial evaluation. With reasonable notice (generally ten [10] working days) being given to SPONSOR, COUNTY shall schedule at least one (1) on-site visit during the term of this Agreement and other visits that may be

needed.

6. Nothing contained herein shall relieve SPONSOR of any responsibility as provided under this Agreement.

SECTION 11 – PUBLIC RECORDS.

- A. If, under this Agreement SPONSOR is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), under Florida Statutes, SPONSOR shall:
 1. Keep and maintain public records required by COUNTY to perform the Project;
 2. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if SPONSOR does not transfer the records to COUNTY; and,
 4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SPONSOR or keep and maintain public records required by COUNTY to perform this Project. If SPONSOR transfers all public records to COUNTY upon completion of this Agreement, SPONSOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SPONSOR keeps and maintains public records upon completion of this Agreement, SPONSOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.
 - B. If SPONSOR fails to provide requested public records to COUNTY within a reasonable time, COUNTY may immediately terminate this Agreement and SPONSOR may be subject to penalties under Section 119.10, Florida Statutes.
 - C. Public Records.
- IF SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO**

**PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
 CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Office of Public Relations
 601 SE 25th Ave., Ocala, FL 34471
 Phone: 352-438-2300 Fax: 352-438-2309
 Email: PublicRelations@MarionFL.org**

SECTION 12 - SUSPENSION & TERMINATION

- A. In accordance with the Governing Regulations suspension or termination may occur if SPONSOR materially fails to comply with any term of the award and, additionally, the award may be terminated for convenience.
- B. If, through any cause, SPONSOR shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SPONSOR shall violate any of the covenants, Agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to SPONSOR of such termination and specifying the effective date thereof, as least five (5) days before the effective date of such termination. In such event, SPONSOR shall be entitled to receive just and equitable compensation for any Work satisfactorily completed thereunder to the date of said termination. Notwithstanding the above, SPONSOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by SPONSOR, and COUNTY may withhold any payments to SPONSOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from SPONSOR is determined whether by court of competent jurisdiction or otherwise.

SECTION 13 - TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate for its convenience this Agreement at any time by giving at least thirty (30) days written notice to SPONSOR. If this Agreement is terminated by COUNTY, as provided herein, COUNTY will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the Work as of the date of notice.

SECTION 14 - DEFAULT AND LOSS OF GRANT FUNDS

- A. If SPONSOR fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, and more particularly if SPONSOR refuses or fails to proceed with the Work with such diligence as will ensure its completion within the time fixed by timeline set forth in **Exhibit B** of this Agreement, SPONSOR shall be in default and notice in writing shall be given to SPONSOR of such default by COUNTY or an agent of COUNTY. If SPONSOR fails to cure such default within such time as may be required by such notice, COUNTY may, at its option, terminate and cancel this Agreement.
- B. In the event of such termination, all grant funds awarded to SPONSOR pursuant to this Agreement shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. In such event, SPONSOR will no longer be entitled to receive any compensation for Work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for the Project.
- C. Such termination shall not affect or terminate any of the rights of COUNTY as against SPONSOR then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to COUNTY under the law and the note, mortgage and Declaration of Restrictive Covenant (if in effect), including but not limited to compelling SPONSOR to complete the Project in accordance with the terms of this Agreement, in a court of equity.

SECTION 15 - INSPECTION, MONITORING & ACCESS TO RECORDS

- A. All records will be maintained by SPONSOR for five (5) years after the Affordability Period of Homebuyer ends.
- B. COUNTY, FHFC, and HUD, or any of their duly appointed representatives, reserve the right to inspect, monitor, observe work and services performed by SPONSOR and audit the records of SPONSOR at any and all reasonable times during performance of the Agreement and for a five (5) years after final payment is made under this Agreement.
- C. Access shall be immediately granted to COUNTY and the Florida Housing Corporation, or any of their duly authorized representatives to any books, documents, papers, project site access, and records of SPONSOR or its contractors which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcription.

SECTION 16 - GENERAL CONDITIONS

- A. SPONSOR shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement nor enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to COUNTY and without the prior written approval of COUNTY of the proposed subcontract. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be SPONSOR's responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.
- B. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof. No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.
- C. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.
- D. SPONSOR further warrants and agrees to include or cause to be included the criteria and requirements of this Agreement in every non-exempt subcontract. COUNTY also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.
- E. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.
- F. SPONSOR and its employees and agents shall be deemed to be Independent Contractors, and not agents or employees of COUNTY, and shall not attain any rights or benefits under the civil service or pension ordinances of COUNTY, or any rights generally afforded classified or unclassified employee; further, they shall not be deemed entitled to state Compensation benefits as an employee of COUNTY.

SECTION 17 - INSURANCE

- A. SPONSOR, during the construction period, shall keep the Property acquired under this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and in such amounts as COUNTY may require. The insurance requirements shall remain in effect until the Property is sold to an income eligible buyer. "Marion County, Board of County Commissioners" shall be named as an Additional Insured.
- B. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate combined single limit for bodily injury liability and Property damage liability. The Certificate must show an appropriate endorsement (ISO CG2501) or greater with "Marion County, Board of County Commissioners" shown as an Additional Insured.
- C. SPONSOR shall maintain Workers' Compensation insurance as required by law. Employers liability limits should be at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease. COUNTY need not be named as an Additional Insured, but a "subrogation waiver endorsement is required."
- D. SPONSOR shall submit to COUNTY, prior to the distribution of any funds under this Agreement, a Certificate of Insurance as proof of insurance coverage and upon request a copy of all policies evidencing such coverage. The Certificate must be issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+, showing the "Marion County Board of County Commissioners" as an Additional Insured. The Community Services Director should be shown as the Certificate Holder, and the Certificate should provide for a thirty (30) day cancellation notice to that address set forth *supra*. COUNTY reserves the right to request proof that the insurance premium for such policies effective during the term of this Agreement has been paid.
- E. These insurance requirements shall not relieve or limit the liability of SPONSOR. COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect SPONSOR interests or liabilities, but are merely minimums. No insurance is provided by COUNTY under this Agreement to cover the contractors and subcontractors.
- F. Insurance required of SPONSOR or any other insurance of SPONSOR shall be considered primary and insurance or self-insurance of COUNTY shall be considered excess, as may be applicable to claims against COUNTY which arise

out of this Agreement. Insurance written on a "Claims Made" form is acceptable only at the option of COUNTY'S Contracting Officer upon recommendation of Risk Management.

- G. SPONSOR shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred (100%) percent of replacement value of the completed structure until Project Completion. Such Builder's Risk policy shall be an all risk form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim and shall contain a loss payable clause to include COUNTY of Marion, Florida. SPONSOR shall furnish to COUNTY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of Work under this Agreement. Coverage shall not cease and is to remain in force until all Work is completed.
- H. No Work shall be commenced under this Agreement until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

SECTION 18 – INDEMNIFICATION

- A. SPONSOR shall at all times hereafter indemnify, hold harmless and defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of SPONSOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by COUNTY, any sums due to SPONSOR under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.
- B. Any contract between SPONSOR and its General Contractor or any other third party to provide the construction related services set forth herein, shall include the following provisions:
 - 1. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Marion County, its officers and employees,

from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement.

2. This indemnification of Marion County shall survive the term of this Agreement.

- C. Indemnification obligations of the SPONSOR to COUNTY survive the term of the Agreement.

SCOPE OF WORK/FUNDING

1. **THE PROJECT.**

SPONSOR shall construct one (1) single family Home on each of the six (6) Properties and sell each Home to eligible Homebuyers.

Marion County will assist the Builder with construction costs associated with producing affordable, owner-occupied housing for eligible home buyers. The State Housing Initiatives Program ("SHIP") assistance funds will be used for this project.

2. **SHIP PROGRAM REQUIREMENTS**

A. **Homeowner Residency:**

All properties for development must be located within the Marion County limits, but outside the City of Ocala Limits.

B. **Maximum Sales Price:**

\$200,000.00 (per unit)

C. **Eligible Housing Type:**

Eligible housing is any real property, CONCRETE BLOCK CONSTRUCTION, detached single- family home, excluding mobile homes, located within the County, outside the City of Ocala limits, which is designated and intended for the primary purpose of providing decent, safe, and sanitary residential units which are designed to meet Chapter 553, Florida Statutes.

D. **Eligible Homebuyers:**

1. Income limits: 120% of Area Median Income based on family size (the County will income qualify each homebuyer). (See chart pg. 38)
2. Not a current homeowner.
3. Complete a certified Homebuyer Counseling course and Community Land Trust Certificate prior to closing.
4. Be Income certified (income eligible and verified, appropriate credit report, asset verification) by the Country prior to signing a sales contract.
5. Homebuyer may qualify with COUNTY for Purchase Assistance of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) plus the land value based on Marion County Property Appraisers per home for down payment and closing costs
6. The home will be placed in a Community Land Trust.
7. Homebuyer shall secure first mortgage financing through a County approved lender approved lender list is found on our web site:

<http://www.marioncountyfl.org/departments-agencies/departments-a-n/community-services/homebuyer-purchase-assistance>

3. **FUNDING**

- A. The Builder understands that this Project will be funded with SHIP funds.
- B. Each home will be funded up to a maximum of \$180,000.00 plus the value of the land based on Marion County Property Appraisers value per home.
- C. SHIP Funds provided by County to the Builder shall be in the form of deferred payment, 0% interest loan provided at draws at first 20%, 40%, 60%, 80%, and 100% at final completion. (See Site Visit Report for Invoice Reimbursement Form)
- D. The County shall execute and record in the Public Records of Marion County, Florida, a Developer's Lien of \$180,000.00 plus the value of the land based on Marion County Property Appraisers per home. The lien will be released upon completion of the Project and execution of the Mortgage and Promissory Note with the homebuyer.
- E. Upon closing of the property with an eligible homebuyer, SPONSOR will repay the County the entire amount of SHIP funds loaned.
- F. If the home does not sell within the time period allotted (19 months from Notice to Proceed), to an income eligible homebuyer, Builder will repay County a penalty of 10% non-completion fee not to exceed \$10,000.00.
- G. The maximum sales price will be \$200,000.00
- H. Builder to agree home MUST be sold to an income eligible homebuyer.
- I. For each Home, if there is no sales contract on the Home within five hundred and forty (540) calendar days from the Effective Date of this Agreement, SPONSOR will repay COUNTY the entire amount loaned for each unsold Property, plus up to a ten percent (10%) non-completion fee, not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).
- J. To comply with SHIP assistance, closing on sale of all Homes constructed under this Project or the payback of funds to COUNTY for any unsold Home(s) must be finalized within five hundred and seventy (570) days of the Effective Date of this Agreement.

4 **THE PROPERTIES**

A. Contemporaneous with the Effective Date of this Agreement, SPONSOR shall receive from COUNTY ownership of the Properties, identified as six (6) surplus parcels more fully described on **Exhibit C** hereto and bearing Marion County Property Appraiser Parcel ID numbers:

- 1. 9033-1076-04;
- 2. 9034-1062-16;

3. 9034-1071-07;
4. 8005-0852-22;
5. 8009-1265-06; and
6. 8009-1171-28

- B. Each Property location complies with SHIP regulations as each is within the geographical limits of Marion County, but **outside** the City of Ocala.

5. **TIMELINE.**

- A. Time is of the essence.
- B. To comply with SHIP assistance, closing on sale of all Homes constructed under this Project or the payback of funds to COUNTY for any unsold Home(s) must be finalized within five hundred forty (570) days of the Effective Date of this Agreement.
- C. For each Home, if there is no sales contract on the Home within five hundred and forty (570) calendar days from the Effective Date of this Agreement, SPONSOR will repay COUNTY the entire amount loaned for each unsold Property, plus up to a ten percent (10%) non-completion fee, not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).
- D. SPONSOR shall perform the Project according to the following timeline:
 1. **Permitting Time:**
 Calculated as: Thirty (30) calendar days from the Effective Date of this Agreement.
 2. **Construction Time:**
 Calculated as: Three hundred sixty (360) calendar days from the Effective Date of this Agreement.
 3. **Sales Time, i.e., Time to Closing Date:**
 Calculated as: One Hundred Eighty (180) calendar days from date of issuance of Certificate of Occupancy.
 4. **Entire Project:**
 Calculated as: Five hundred seventy (570) calendar days from the Effective Date of this Agreement.

6. **SPONSOR SELECTS GENERAL CONTRACTOR.**

- A. SPONSOR selects the General Contractor for the Project within the criteria set forth in this Agreement.
- B. SPONSOR may opt to use different General Contractor for any or all of the

Properties as SPONSOR deems in the best interest of the Project.

7. **GENERAL CONTRACTOR SELECTION CRITERIA**

- A. Eligible General Contractor is defined as the following:
 - 1. Minimum three (3) years' experience in building and/or operations management in new residential housing construction.
 - 2. Licensed and must be in good standing with the Marion County Building Department. General Contractor must be registered and complete all required educational training and associated exams with Florida DBPR.
 - 3. Shows evidence of understanding and following the Fair Housing Rules and Regulations and to include Federal Employment Standards.
 - 4. Holds the necessary insurance coverage, as described below.
 - 5. Contractor is not currently on the SAM.Gov debarred list.
- B. General Contractor shall ensure that it is appropriately licensed for the intended work and that the necessary construction permit(s) are obtained.
- C. General Contractor shall provide evidence of organizational capacity, Performance Delivery Plan, financial capacity, and past experiences as it pertains to construction of single-family homes.
 - 1. Organizational capacity identifies the General Contractor's organizational ability to successfully complete the Agreement by identifying and describing key staff position(s) and their line responsibilities. Key staff positions must include an experienced on-site Project Manager.
 - 2. A Performance Delivery Plan describes how the General Contractor will integrate and align deliverables, so it presents a logical and clear flow in the General Contractor's current operations.
 - 3. Financial capacity is demonstrated by the provision of a performance bond or similar security.
 - 4. Past experience must include the construction of three (3) single family homes.
- D. Bidding General Contractor shall submit:
 - 1. Two (2) copies of approved blueprints ready for permitting and development cost on each Home to be constructed.
 - 2. A timeline that accurately reflects all stages of construction needed.
 - 3. One (1) set of printed, approved architectural floor plans for each Home to be constructed.

- E. Bidding General Contractor may submit preferred interior/exterior design elements, including products and equipment.

8. **GENERAL CONTRACTOR RESPONSIBILITIES**

- A. Obtain proper and required permits.
- B. Properly manage home until real estate closing.
- C. Arrange in-progress inspections as required. Submit in-progress report and work schedule to SPONSOR Staff.
- D. Review and approve/disapprove change orders from sub-contractors with SPONSOR.
- E. Complete Punch List items:
 - 1. Punch list preparation and inspection will be conducted by COUNTY Community Services Project Coordinator, COUNTY Staff Designee, and/or COUNTY Building Department Representative along with SPONSOR.
- F. Provide Final Completion documents as required in Section "1(G)" of ***Exhibit A*** hereto.
- G. Warranty each Home:
 - 1. General Contractor shall guarantee to correct any Work that fails to conform to this Agreement and the Contract Documents within one (1) year from the date of final payment.
 - 2. General Contractor shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the Work or within a period of one (1) year from the date of final payment.
 - 3. The provisions of this subsection apply to Work done by subcontractors as well as work done by General Contractor.
 - 4. General Contractor shall furnish the Homebuyer with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished.
 - 5. For each Home constructed provide SPONSOR a complete site survey for each Property.

9. **GENERAL CONTRACTOR AND SPONSOR JOINT RESPONSIBILITIES**

- A. Complete Home construction on time and on budget.
- B. Property manage Home until real estate closing.
- C. Assist in marketing the sale of the Home as early as the start of construction.
 - 1. In the selection of homebuyers, the Builder shall comply with all nondiscrimination requirements of 24 CFR 92.350 and Sections 760.20-760.37 of the Florida Statutes.

2. Comply with the County's Affirmative Fair Housing Policy as follows:
 - a. All advertising, applications and marketing tools prepared by the Builder for the sale of SHIP-Assisted Units shall include the following language and Fair Housing Logo:

"We comply with the Fair Housing Law. Our office does not discriminate on the basis of race, color, ancestry, national origin, religion, sex, marital status, familial status or disability".



- b. Post a fair housing poster in its office in a location that is visible to the public being served under the HOME program. For a copy of the poster go to:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf
 - c. Provide all program participants with a copy of the "Fair Housing Equal Opportunity for All" brochure. A copy of the brochure can be found at:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12146.pdf
 3. Any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (program literature, brochures, and letterhead, project signs) must recognize the Marion County Board of County Commissioners, and SHIP as providing funds for this Project.
- D. Submit all potential homebuyers to the County for income qualification.
- E. Carry the appropriate insurance:
As applicable, during the Project, 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. Builder shall provide 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-. All policies must show "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers compensation and professional liability policies. County shall be added to all third-party coverage required as an "ADDITIONAL INSURED," but only to the extent of the risk obligations assumed hereunder by Builder.

The Marion County Board of County Commissioners should be shown as the Certificate Holder, and the Certificate should provide for thirty (30) day cancellation notice to that address with policies for the following:

1. Business Auto Liability

- a. 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 Builder does not own vehicles, the Builder 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.
- b. Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an additional insured in respects to: Liability arising out of activities performed by or on behalf of Builder; products and completed operations of Builder; or automobiles owned, leased, hired or borrowed by Builder. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers. County requires policies to be endorsed with CA 20 48 or similar endorsement providing equal or broader Additional Insured coverage.
- c. Builder's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Builder's insurance and shall be non-contributory.

2. Worker's Compensation

- a. Coverage to apply for all employees at statutory limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshore men & Harbor Workers Act. Employer's Liability limits for not less than \$1,000,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- b. Builder will ensure its insurance carrier waive all subrogation rights against County for all losses or damages which occur during this project 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.

- c. For any Builder who has exempt status as an individual, County requires proof of workers' compensation insurance coverage for that Builder's employees. If the Builder or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of the Builder. The Builder is required to provide proof of coverage for their employees.

3. Commercial General Liability

- a. Coverage must be afforded under a Commercial General Liability policy with limits not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate; for Bodily Injury, Property Damage and Personal and Advertising Injury \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate for Products and Completed Operations.
- b. Policy must include coverage for Contractual Liability, Independent Contractors and contain no exclusions for explosion, collapse or underground.
- c. Marion 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 – Designated Person or Organization or equivalent.
- d. Builder's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Builder's insurance and shall be non-contributory.

10. CONSTRUCTION REQUIREMENTS

- A. Contractor will provide a suitable, buildable lot(s) on a county-maintained road, in a location acceptable to the County and SHIP, outside the city limits of Ocala. Bidding Contractor will prepare scope of work ready for bid purposes and develop a cost estimate on each home to be constructed. Scope of work shall accurately reflect all stages of construction needed. One set of printed, approved architectural floor plans is required to be submitted with each home constructed. Contractor may submit preferred interior/exterior design elements, including products and equipment. ALL HOMES MUST BE OF CONCRETE BLOCK CONSTRUCTION.
- B. Obtain proper and required permits.
- C. Arrange in-progress inspections as required. Submit in-progress

- report and work schedule to County's Community Services Project Coordinator.
- D. Review and approve/disapprove change orders from sub-contractors with the County.
 - E. The Builder will incorporate, as appropriate, accessibility features, universal design, and green features in the units.
 - F. Total square footage will be between 1,100 and 1,200 living area.
 - G. Warranty each home:
 - 1. Contractor shall guarantee to correct any Work that fails to conform to the Contract Documents and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the Work or within a period of one (1) year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by the Contract Documents. These provisions apply to work done by subcontractors as well as work done by Builder. Furthermore, Builder shall furnish the homeowner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished.
 - H. For each home constructed:
 - 1. Awarded Contractor to provide Community Services a complete site survey for each property. Contractor responsible to clear lots of trees and large rocks. Provide proper land fill dirt and compaction to grade site properly.
 - 2. The home will be constructed of CONCRETE BLOCK.
 - 3. Concrete side walk from front door to driveway. Back sliding glass door concrete pad minimum (7ft. wide x 7ft. deep)
 - 4. Complete well system, septic tank and drain field.
 - a. Contractor shall set up a maintenance service contract for the new septic systems for a minimum of the first (2) two-years after installation.
 - 5. Electrical service pole and equipment, per NEC, complete.
 - 6. 2 options will be available for vehicle storage: Contractor to indicate which option will be provided on bid sheet.
 - a. Car garage door with electric powered opener and two remotes.
 - b. Covered Carport design with minimum 8ft. x 8ft. attached storage closet.
 - 7. Air handler and water heater installed in laundry room, dedicated closet or located in garage and must be properly sized to home.
 - 8. Minimum bedroom sizes of 10 ft. by 10 ft.

9. Master bedroom closet, walk-in preferred.
10. Closets: standard size white wire coated shelving, closet maid preferred.
11. Standard size insulated exterior doors and vinyl sliding back door with sliding screen. Exterior doors with adjustable threshold, weather strip and bottom door sweep. Composite exterior doors, jamb and trim will be accepted.
12. Windows to be single hung, double pane insulated with screens and marble window stools preferred.
13. Mini blinds preferred but not required.
14. Hip roof design construction. Felt Buster® High Traction Synthetic Roofing felt, or County approved equivalent, and 30-year architectural shingles. Aluminum drip edge and fascia.
15. Carpeting in all bedrooms.
16. Neutral color and pattern (18in. x 18in.) ceramic floor tile in kitchen, dining room, laundry room, front door area and hallway.
17. Master bathroom; Shower may be recessed in concrete floor to accommodate shower pan. Provide additional blocking for handicap grab bars.
18. Guest bathroom; Sterling Ensemble white 4-piece alcove tub/shower kit or county approved equivalent (common size: 30in. X 60in.)
19. All bathroom and kitchen plumbing fixtures to be Delta manufactured or county approved equivalent. Toilets to be elongated and ADA compliant. Complete.
20. Ceiling fans with 4 light combo in bedrooms and living room. Prefer Energy Star® products.
21. All light bulbs throughout home to be LED.
22. Water Heater to carry 6 to 12-year warranty.
23. Kitchen countertops and back splashes Wilson Art® or Formica® brand laminates. Include back splash.
24. Kitchen and bathroom cabinets to be solid wood face frames, raised panel doors and solid wood drawer faces.
25. Kitchen appliances will include an oven, stove, range hood, refrigerator with ice machine hook-ups and dishwasher.
26. Double basin kitchen sink with Delta stainless 1-handle high-arc kitchen faucet with side spray, or County approved equivalent.
27. Synthetic marble tops/sink combination for bathrooms.
28. First Alert® or County approved equivalent AC hardwired combination smoke and carbon monoxide detectors.
29. Complete HVAC systems to be Rheem®, Trane®,

- Rudd®, Carrier®, Bryant®, manufacturer, minimum 15 seer or County approved equivalent. Must be Energy Star.
30. Sod minimum; sod front yard completely and provide two (2) rows around back and sides of home. Basic landscape and shrub package.
 31. Provide and install house numbers and mail box.

LEGAL DESCRIPTION OF PROPERTY

1. **9033-1076-04**
SEC 24 TWP 16 RGE 23
PLAT BOOK J PAGE 294
SILVER SPRINGS SHORES UNIT 33
BLK 1076 LOT 4
2. **9034-1062-16**
SEC 25 TWP 16 RGE 23
PLAT BOOK J PAGE 286
SILVER SPRINGS SHORES UNIT 34
BLK 1062 LOT 16
3. **9034-1071-07**
SEC 36 TWP 16 RGE 23
PLAT BOOK J PAGE 286
SILVER SPRINGS SHORES UNIT 34
BLK 1071 LOT 7
4. **8005-0852-22**
SEC 23 TWP 17 RGE 21
PLAT BOOK O PAGE 81
MARION OAKS UNIT 5
BLK 852 LOT 22
5. **8009-1265-06**
SEC 8 TWP 17 RGE 21
PLAT BOOK O PAGE 164
MARION OAKS UNIT 9
BLK 1265 LOT 6
6. **8009-1171-28**
SEC 21 TWP 17 RGE 21
PLAT BOOK O PAGE 164
MARION OAKS UNIT 9
BLK 1171 LOT 28

MARION COUNTY, FLORIDA
INCOME LIMITS ADJUSTED TO FAMILY SIZE
2023

Median Income: \$71,100	30%	50%	80%	120%	140%
Household Size					
1 PERSON	\$14,580.00	\$23,050.00	\$36,900.00	\$55,320.00	\$64,540.00
2 PERSON	\$19,720.00	\$26,350.00	\$42,150.00	\$63,240.00	\$73,780.00
3 PERSON	\$24,860.00	\$29,650.00	\$47,400.00	\$71,160.00	\$83,020.00
4 PERSON	\$30,000.00	\$32,900.00	\$52,650.00	\$78,960.00	\$92,120.00
5 PERSON	\$35,140.00	\$35,550.00	\$56,900.00	\$85,320.00	\$99,540.00
6 PERSON	\$38,200.00	\$38,200.00	\$61,100.00	\$91,680.00	\$106,960.00
7 PERSON	\$40,800.00	\$40,800.00	\$65,300.00	\$97,920.00	\$114,240.00
8 PERSON	\$43,450.00	\$43,450.00	\$69,500.00	\$104,280.00	\$121,660.00
SHIP & HHRP					
FHFC POSTED 5/18/23					
HUD eff. 5/15/23					

This Instrument Prepared by:
County Attorney for
Marion County
Return to:
Marion County Community
Services Department
2710 E. Silver Springs Blvd.
Ocala, FL 34470

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Declaration") is executed by **HABITAT FOR HUMANITY OF MARION COUNTY, INC.**, a not-for-profit corporation, organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, FEIN# 59-2992077.

RECITALS

WHEREAS, HABITAT FOR HUMANITY OF MARION COUNTY, INC., is the owner (the "Owner") of those certain parcels of vacant land located in the County of Marion, State of Florida (the "State"), which are more fully described on **Exhibit A** hereto (the "Properties"); and

WHEREAS Owner has applied for and been granted the Properties as well as financing to be used for improvement of the Properties by Marion County, a political subdivision of the State of Florida (the "County"); and

WHEREAS, the funds used to finance the improvement of the Properties are provided by State Housing Initiatives Partnership ("SHIP"), a housing program funded by the State; and

WHEREAS, SHIP regulations impose certain restrictions for a limited time upon Owner's use of the Properties, more particularly restrictions on the future use and future ownership of the Properties; and

WHEREAS, Owner wishes to accept said SHIP funds and to accept the restrictions set forth herein, and agrees that said restrictions on the Properties are intended to run with the land as more fully set forth herein; and

WHEREAS, as part of the financing, Owner has contemporaneously hereto executed an agreement entitled "Marion County Standard Professional Services Agreement New Construction Project" (the "Agreement"); and

WHEREAS, the purpose of this Declaration is to ensure that the use and occupancy restrictions contained in the Agreement, shall be covenants that run with the land for a period of twenty (20) years that begins to run upon Owner's sale of the completed project to a homebuyer and same is binding on all the successors and assigns of the Owner, as set forth herein.

NOW THEREFORE, in consideration of the foregoing premises, the making, receiving and ensuring of the loan, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner declares as follows:

1. **USE RESTRICTIVE COVENANT.**

- A. From and after the Effective Date above, the six (6) single family home to be constructed on the Properties (collectively the "Home") shall maintain the following occupancy restrictions:
 - 1) Owner of the Properties is bound by the terms of the Agreement between Owner and Marion County entered contemporaneously hereto.
 - 2) The Homes shall each be purchased by a buyer that qualifies as an income-eligible household with an income below one hundred twenty percent (120%) of the most current Ocala, FL MSA area median income as published by HUD and adjusted for family size ("Homebuyer").
 - 3) Any Homebuyer shall be income qualified by and shall receive purchase assistance from Marion County.
- B. **Binding Upon Successors in Interest.** This Declaration and the covenants set forth herein restricting the use and occupancy of the Properties shall be and are covenants running with, touching, and encumbering the Properties, binding upon the Owner and all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Properties, and are not merely personal covenants of the Owner.
- C. **Any Conveyance is Subject to this Declaration.** Any and all requirements of the laws of the State to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the land. Each and every contract, deed, or other instrument hereafter executed conveying the Properties or a portion thereof (excluding instruments granting security interests) shall expressly provide that such conveyance is subject to this Declaration, provided, however, that the covenants contained herein shall survive and be effective regardless of whether

such contract, deed or other instrument hereafter executed conveying the Properties or a portion thereof provides that such conveyance is subject to this Declaration.

2. **ENFORCEMENT.** In the event of a breach or threatened breach of this Declaration, any party adversely affected by such breach, the county or municipality where the Properties is located, the State, or the United States of America shall be entitled to institute proceedings at law or in equity for relief from the consequences of said breach including seeking injunctive relief to prevent a violation thereof. The prevailing party in any such action shall be awarded its costs and expenses, including reasonable attorneys' fees, which shall be deemed to have accrued on the commencement of such action and shall be awarded whether or not such action is prosecuted to judgment.
3. **SUPERIORITY.** The charges and burdens of this Declaration are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust hereafter made affecting the Properties or any part thereof, including any improvements now or hereafter placed thereon, and notwithstanding a foreclosure or other voluntary or involuntary transfer of title pursuant to such instrument, shall remain in full force and effect, but are subordinate to the security interests of record on the Effective Date. Provided, however, that a breach of any of the restrictions hereof shall not defeat or render invalid the lien or charge of any mortgage or deed of trust. The charges and burdens of this Declaration are not intended to either create a lien upon the Properties, or grant any right of foreclosure, to any person or party.
4. **RELEASE.** Any person or entity having or acquiring fee or leasehold title to the Properties or any portion thereof shall be required to comply with this Declaration only during the period such person or entity is the fee or leasehold owner of the Properties, and thereafter shall be released therefrom, except that such person or entity shall continue to be liable for, and shall not be released from liability for, obligations, liabilities or responsibilities that accrue or accrued during said period of ownership. Although persons or entities may be released under this paragraph, the restrictions of this Declaration shall continue to be restrictions upon the Properties, running with the land, and shall inure to the benefit of, and be binding upon, their successors and assigns in title or interest.
5. **APPROVAL OF COUNTY.** Marion County has sole and absolute discretion in the approval of any transfer of ownership from the Owner to any party. All of the provisions of the Agreement between Owner and Marion County, as same may be amended or supplemented, shall also apply to any subsequent owner during the SHIP Affordability Period, whether or not duly approved by County.
6. **TRANSFEREES BOUND.** The Properties must be held in fee simple title. Owner

covenants and agrees that in the event it sells or otherwise transfers ownership of the Properties, it will enter into such agreements with the purchaser or transferee as may be prescribed by County which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.

7. **NECESSARY ACTIONS.** Owner agrees to evict any tenant or take such other corrective action as is determined necessary by an Authorized Officer of County in order to comply with the covenants contained in this Agreement. County shall also have the right to take any and all action which it deems appropriate in order to enforce compliance with the covenants of this Agreement.
8. **TIME.** The undersigned agrees that this restrictive covenant shall be deemed a covenant running with the land, and shall be and **remain in full force and effect during the twenty (20) year SHIP Affordability Period, that begins to run from the date of sale from Owner to homebuyer** and shall be binding upon the undersigned, its successors and assigns for that time period.
9. **NO OTHER OWNERS.** The Owner certifies that as of the date of execution of this instrument, the undersigned Properties Owner represents all of the owners of the Properties, whether by single ownership, joint tenancy, or tenancy by the entireties.

[This portion of the page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF Owner has entered into this Declaration of Restrictive Covenant on the date set forth above.

**HABITAT FOR HUMANITY OF
MARION COUNTY, INC.**

(Signed name of witness)

By: _____

Printed Name: _____

(Printed name of witness)

Its: _____

(Signed name of witness)

Date: _____

(Signed name of witness)

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____ as _____ of Habitat for Humanity of Marion County, Inc.

(SEAL)

Notary Public, State of Florida

_____ Personally Known
OR
_____ Produced Identification
Type of Identification Produced: _____

Exhibit A
LEGAL DESCRIPTION OF PROPERTY

1. **9033-1076-04**
SEC 24 TWP 16 RGE 23
PLAT BOOK J PAGE 294
SILVER SPRINGS SHORES UNIT 33
BLK 1076 LOT 4
2. **9034-1062-16**
SEC 25 TWP 16 RGE 23
PLAT BOOK J PAGE 286
SILVER SPRINGS SHORES UNIT 34
BLK 1062 LOT 16
3. **9034-1071-07**
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SEC 21 TWP 17 RGE 21
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MARION OAKS UNIT 9
BLK 1171 LOT 28

*FY 2022-2025 LHAP
Habitat for Humanity of Marion County, Inc., New Construction
Expires October 5th, 2025
Community Services*

EXHIBIT F

Record and Return to:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Rec. Fees: \$112.00
DS: \$689.50

This Document Prepared By:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Property Appraiser's Parcel ID No.: 9033-1076-04
Owner: Habitat for Humanity of Marion County, INC.

**MORTGAGE LIEN
FOR REAL PROPERTY ACQUIRED OR IMPROVED
IN WHOLE OR IN PART WITH SHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee") and **Habitat for Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, and ("Mortgagor").

WHEREAS, Mortgagee is the administrator of the State of Florida Housing Initiative Partnership (SHIP); and

WHEREAS, pursuant to law, SHIP has made available to Mortgagor, through Mortgagee, certain funds to be used in the acquisition of certain real property described herein; and

WHEREAS, upon completion of acquisition Mortgagor will construct a single-family unit and subsequently sell the unit to low income eligible people and families according to 24 CFR 92.252 and in accordance with the separate agreement between Mortgagor and Mortgagee executed **March 5, 2024**, entitled SHIP Single Family Housing Construction Agreement (the "Agreement"); and

WHEREAS, this Mortgage shall constitute a lien on the property to ensure performance as described herein, as set forth in the promissory note of even date between the parties (the "Note") and as set forth in the Agreement entered into by the parties, until released as provided herein;

NOW, THEREFORE in consideration of the financial assistance granted herein and in order to secure the payment of both the principal, and interest, and any other sums payable on the Note or this Mortgage and the performance and observance of all the provisions hereof, of the Note, and of the Agreement, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in Marion County, Florida, more particularly described as follows:

FY 2022-2025 LHAP
 Habitat for Humanity of Marion County, Inc., New Construction
 Expires September 20th, 2025
 Community Services

EXHIBIT F

Parcel ID # **9033-1076-04**
SEC 24 TWP 16 RGE 23
PLAT BOOK J PAGE 294
SILVER SPRINGS SHORES UNIT 33
BLK 1076 LOT 04

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. SHIP funds in the amount of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Seventeen Thousand Dollars and 00/100 (\$17,000.00)**, for a total of **One Hundred Ninety Seven Thousand and 00/100 (\$197,000.00)** have been provided to or for the benefit of Mortgagor to assist in the acquisition and/or construction of the Mortgaged Property.
3. Mortgagor warrants that Mortgagor has good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except as Mortgagee has agreed to accept in writing, and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.
4. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.
5. This Mortgage shall terminate upon the real estate closing representing the sale to a qualified homebuyer. Upon termination or expiration, Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of Marion County, Florida.

6. Mortgagor further covenants and agrees to pay when due, without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.
7. Mortgagor further covenants and agrees to promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation, hereafter passed against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by the Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
8. Mortgagor further covenants and agrees to maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
9. Mortgagor further covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
10. Mortgagor further covenants and agrees that if Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes, Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees, an other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.
11. Mortgagor further covenants and agrees that Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the Mortgaged Property hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the rate of interest provided herein and all such sums and interest thereon shall be secured hereby.
12. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisement laws.

13. If default occurs in payment of the principal or interest of the Note or any part thereof when due, or in payment, when due or any other sum secured hereby, or in performance of any Mortgagor's obligations, covenants or agreements hereunder, in the Note or in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand, which are hereby expressly waived, in which event, Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, including all such other costs, expense and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the rate provided herein from and after the date of any such default of Mortgagor.
14. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements in this Mortgage, the Note or the Agreement:
 - A) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the Mortgaged Property and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including those past due as well as those accruing thereafter; and
 - B) Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the Mortgaged Property, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order and Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable and benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issue and profits actually received by Mortgagee.

15. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one (1) parcel of real property, Mortgagee may, at its option, exhaust any one or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.
16. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made until sale and closing from the date hereof, to the same extent as if such future advances were made on the date of the

execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

17. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt, hereby secured by reason of any past, present, or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.
18. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, in the Note and/or in the Agreement, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:
 - A) Release any person liable for payment of all or part of the indebtedness or for performance of any obligation;
 - B) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
 - C) Exercise or refrain from exercising or waive any right Mortgagee may have;
 - D) Accept additional security of any kind; and
 - E) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.
19. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
20. Mortgagor hereby waives all right of homestead exemption if any, in the Mortgaged Property.
21. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable

thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

22. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by the Mortgage and the Note is personal to Mortgagor. Mortgagee extended the funds to Mortgagor based upon the representations made in the Mortgagor's application and the Agreement between the parties as well as Mortgagee's judgment of the ability of Mortgagor to perform under this Mortgage, the Note and the Agreement and Mortgagee's judgment of the ability of Mortgagor to repay all sums due under this Mortgage. Therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property unless in compliance with SHIP regulations and with written approval by Mortgagee.
24. COMPLIANCE WITH ENVIRONMENTAL LAWS:

- A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
- B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
- C) Indemnification.
 - (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including

strict liability), damages, injuries, expense (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.
- D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:
- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or
 - (2) Any complaint, order, citation or notice with regard to air emission, water discharges; or
 - (3) Any other environmental, health or safety matter affecting Mortgagor;
- (All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.
- E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.
25. Breach: Any breach of any warranty, representation or agreement contained in this Mortgage, the Note, or the Agreement shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provide in this Mortgage, or otherwise permitted by law.
26. In the event any one or more of the provisions contained in this Mortgage, the Note, or the Agreement, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage,

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 Expires October 5th, 2025
 Community Services

EXHIBIT F

but this Mortgage shall be construed as if such invalid illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

27. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given the effect as though following this covenant in consecutive order.
28. Mortgagor understands and agrees that this Mortgage shall be recorded in the public records of Marion County, Florida, and that this Mortgage shall be a legal and binding contract and a lien on the Mortgaged Property described herein, enforceable in the courts of the State of Florida.

[This portion of page intentionally blank. Signatures to follow.]

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IN WITNESS THEREOF, Mortgagor has executed this Mortgage on the _____ day of _____, 2024

WITNESS:

Signed, sealed, and delivered
in our presence as witnesses:

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is _____ personally known to me _____ or _____ who produced FDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

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EXHIBIT F

Property Appraiser's Parcel ID No.: 9033-1076-04

**MARION COUNTY
 COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

\$197,000.00

DATE: _____, 2024

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay MARION COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (Community Services Department), (the "Lender"), or its successors, the principal sum of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Seventeen Thousand and 00/100 (\$17,000.00)**, for a total of **One Hundred Ninety Seven Thousand Dollars and 00/100 (\$197,000.00)** or such other amount as may be advanced by Lender from time to time hereunder, and to pay interest on the outstanding principal balance at the rate of zero (0%) percent from the above date until fully paid. Payment shall be due upon sale, transfer, or refinance of the collateral securing this Note to Marion County, or if its units are used for purposes other than construction of a single-family unit to see low income eligible people.

In the event the undersigned ceases to use the Property as intended, or otherwise transfers, assigns, sells, refinances or in any manner disposes of all or a portion of the Property, or any interest therein, which is subject to the Mortgage described below securing this Note, then the principal amount hereunder shall immediately become due from the date of such cessation.

This Note and all other obligations of the Borrower, are secured by a lien on collateral in the form of real property located in Marion County, Florida (the "Security"), pursuant to a Mortgage Lien for Real Property Acquired Or Improved In Whole Or In Part With SHIP Funds (the "Mortgage") held by Lender. The Borrower and Lender have also entered into an Agreement Between Marion County and Contractor for SHIP Funds (hereafter the Agreement"). The terms and conditions contained in the Mortgage and Agreement are incorporated herein and made a part hereof as fully as if set forth herein. This Note, Mortgage, and the Agreement are collectively referred to as the "Loan Documents". Reference herein to the Loan Documents is made for a statement of the rights and remedies of Lender with respect to such collateral. Borrower shall not sell, lease or transfer all or any part of the Security or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lender's prior written consent prior to discharge.

1. Payment.

- A) Maturity. The purpose of this Note is to provide Borrower SHIP funds for the acquisition of real property. The maturity date of this Note shall be the date of real estate closing for sale to a qualified homebuyer or on this 5th day of October, 2025; whichever occurs first.
- B) Where to Make Payment. Sums due under this Note shall be payable to the Marion County Community Services, Marion County, Florida, 2710 E. Silver Springs Blvd. Ocala, FL 34470, or such other place as the Note holder may designate.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to sell home to qualified homebuyer or (b) an event of default occurs under any of the Loan Documents between Borrower and Lender, (collectively "Event of Default").

3. Acceleration.

Upon the occurrence of any Event of Default, the outstanding principal hereof and all accrued interest thereon, at the option of Lender, shall become and be immediately due and payable without notice or demand.

4. Relationship of Borrower and Lender.

Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of Lender and Borrower. The terms hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note. Market conditions as of the date of this Note have been considered.

5. Costs/Attorney's Fees.

Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including but without limitation commencement of non-judicial foreclosure or private sale), in case the unpaid principal sum of this Note is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the Security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by the Note, whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegal, law clerks, and other staff members operating under the supervision of an attorney, as permitted by law. Any payment or award of attorney's fees shall include as part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

6. Indemnification

Borrower shall at all times hereafter indemnify, hold harmless and defend LENDER, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of LENDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LENDER until all of LENDER's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LENDER.

7. Waiver.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Presentment. Waive Lender's diligence, presentment, protest and demand for payment, notice of protest of demand, of nonpayment, of dishonor and of maturity and all other notices, filing suit and diligence in collecting this Note, in enforcing any of the security rights or in a proceeding against the Security.
- B. Time is of the Essence. Agree that time is of the essence of every provision hereof.
- C. Substitution. Agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon.
- D. Renewals, Extensions, Modifications. Consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or the terms contained in any of the Loan Documents, including time for payment.
- E. Statute of Limitations. Expressly waive to the full extent of the law, the right, if any, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note.
- F. No Exhaustion of Remedies. Agree that Lender shall not be required first to institute any suit or exhaust its remedies against Borrower or any other person or party to become liable hereunder, or against the Security in order to enforce payment of this Note.
- G. Remain Liable. Agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Lender of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

8. Rights and Remedies of Lender.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Lender May Waive. Agree that Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.
- B. Cumulative. The rights and remedies of Lender as provided in this Note and in the Mortgage, shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Security encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment hereof, or otherwise, at the sole discretion of Lender.
- C. No Waiver. Failure of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by Lender of payment hereunder that is less than any payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. A waiver or release with reference to one Event of Default shall not be construed as a continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent Event of Default.

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9. Waiver of Jury Trial.

Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly, and voluntarily made by Borrower, and Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way, modify or nullify its effect.

10. Governing Law.

This Note is executed and delivered in Marion County, Florida, and shall be construed and enforced according to the laws of the State of Florida.

The maturity date of this Note shall be the 5th day of October, 2025.

[Remainder of page intentionally left blank. Signature page follows.]

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Habitat for Humanity of Marion County, Inc., New Construction
Expires October 5th, 2025
Community Services

EXHIBIT F

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

WITNESS:

Signed, sealed, and delivered
in our presence as witnesses:

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

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Habitat for Humanity of Marion County, Inc., New Construction
Expires October 5th, 2025
Community Services*

EXHIBIT F

Record and Return to:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Rec. Fees: \$112.00
DS: \$682.50

This Document Prepared By:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Property Appraiser's Parcel ID No.: 9034-1062-16
Owner: Habitat for Humanity of Marion County, INC.

**MORTGAGE LIEN
FOR REAL PROPERTY ACQUIRED OR IMPROVED
IN WHOLE OR IN PART WITH SHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee") and **Habitat for Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, and ("Mortgagor").

WHEREAS, Mortgagee is the administrator of the State of Florida Housing Initiative Partnership (SHIP); and

WHEREAS, pursuant to law, SHIP has made available to Mortgagor, through Mortgagee, certain funds to be used in the acquisition of certain real property described herein; and

WHEREAS, upon completion of acquisition Mortgagor will construct a single-family unit and subsequently sell the unit to low income eligible people and families according to 24 CFR 92.252 and in accordance with the separate agreement between Mortgagor and Mortgagee executed **March 5, 2024**, entitled SHIP Single Family Housing Construction Agreement (the "Agreement"); and

WHEREAS, this Mortgage shall constitute a lien on the property to ensure performance as described herein, as set forth in the promissory note of even date between the parties (the "Note) and as set forth in the Agreement entered into by the parties, until released as provided herein;

NOW, THEREFORE in consideration of the financial assistance granted herein and in order to secure the payment of both the principal, and interest, and any other sums payable on the Note or this Mortgage and the performance and observance of all the provisions hereof, of the Note, and of the Agreement, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in Marion County, Florida, more particularly described as follows:

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 Habitat for Humanity of Marion County, Inc., New Construction
 Expires October 5th, 2025
 Community Services

EXHIBIT F

Parcel ID # **9034-1062-16**
SEC 25 TWP 16 RGE 23
PLAT BOOK J PAGE 286
SILVER SPRINGS SHORES UNIT 34
BLK 1062 LOT 16

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. SHIP funds in the amount of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Fifteen Thousand Dollars and 00/100 (\$15,000.00)**, for a total of **One Hundred Ninety Five Thousand and 00/100 (\$195,000.00)** have been provided to or for the benefit of Mortgagor to assist in the acquisition and/or construction of the Mortgaged Property.
3. Mortgagor warrants that Mortgagor has good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except as Mortgagee has agreed to accept in writing, and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.
4. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.
5. This Mortgage shall terminate upon the real estate closing representing the sale to a qualified homebuyer. Upon termination or expiration, Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of Marion County, Florida.

6. Mortgagor further covenants and agrees to pay when due, without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.
7. Mortgagor further covenants and agrees to promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation, hereafter passed against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by the Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
8. Mortgagor further covenants and agrees to maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
9. Mortgagor further covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
10. Mortgagor further covenants and agrees that if Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes, Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees, and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.
11. Mortgagor further covenants and agrees that Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the Mortgaged Property hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the rate of interest provided herein and all such sums and interest thereon shall be secured hereby.
12. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisement laws.

13. If default occurs in payment of the principal or interest of the Note or any part thereof when due, or in payment, when due or any other sum secured hereby, or in performance of any Mortgagor's obligations, covenants or agreements hereunder, in the Note or in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand, which are hereby expressly waived, in which event, Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, including all such other costs, expense and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the rate provided herein from and after the date of any such default of Mortgagor.
14. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements in this Mortgage, the Note or the Agreement:
 - A) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the Mortgaged Property and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including those past due as well as those accruing thereafter; and
 - B) Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the Mortgaged Property, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order and Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable and benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issue and profits actually received by Mortgagee.
15. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one (1) parcel of real property, Mortgagee may, at its option, exhaust any one or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.
16. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made until sale and closing from the date hereof, to the same extent as if such future advances were made on the date of the

execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagor to Mortgagee under this future advance clause.

17. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt, hereby secured by reason of any past, present, or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.
18. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, in the Note and/or in the Agreement, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:
 - A) Release any person liable for payment of all or part of the indebtedness or for performance of any obligation;
 - B) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
 - C) Exercise or refrain from exercising or waive any right Mortgagee may have;
 - D) Accept additional security of any kind; and
 - E) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.
19. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
20. Mortgagor hereby waives all right of homestead exemption if any, in the Mortgaged Property.
21. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable

thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

22. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by the Mortgage and the Note is personal to Mortgagor. Mortgagee extended the funds to Mortgagor based upon the representations made in the Mortgagor's application and the Agreement between the parties as well as Mortgagee's judgment of the ability of Mortgagor to perform under this Mortgage, the Note and the Agreement and Mortgagee's judgment of the ability of Mortgagor to repay all sums due under this Mortgage. Therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property unless in compliance with SHIP regulations and with written approval by Mortgagee.
24. COMPLIANCE WITH ENVIRONMENTAL LAWS:
 - A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
 - B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
 - C) Indemnification.
 - (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including

strict liability), damages, injuries, expense (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.
- D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:
- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or
 - (2) Any complaint, order, citation or notice with regard to air emission, water discharges; or
 - (3) Any other environmental, health or safety matter affecting Mortgagor;
- (All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.
- E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.
25. Breach: Any breach of any warranty, representation or agreement contained in this Mortgage, the Note, or the Agreement shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provide in this Mortgage, or otherwise permitted by law.
26. In the event any one or more of the provisions contained in this Mortgage, the Note, or the Agreement, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage,

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 Expires October 5th, 2025
 Community Services

EXHIBIT F

but this Mortgage shall be construed as if such invalid illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

27. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given the effect as though following this covenant in consecutive order.
28. Mortgagor understands and agrees that this Mortgage shall be recorded in the public records of Marion County, Florida, and that this Mortgage shall be a legal and binding contract and a lien on the Mortgaged Property described herein, enforceable in the courts of the State of Florida.

[This portion of page intentionally blank. Signatures to follow.]

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IN WITNESS THEREOF, Mortgagor has executed this Mortgage on the _____ day of _____, 2024

WITNESS:

Signed, sealed, and delivered
 in our presence as witnesses:

Habitat for Humanity of Marion County, INC.

 Witness Signature

By: _____

Printed Name: _____

 Witness Name Printed

Its: _____

 Witness Signature

 Witness Name Printed

**STATE OF FLORIDA
 COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is _____ personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

 Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

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 Expires October 5th, 2025
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EXHIBIT F

Property Appraiser's Parcel ID No.: 9034-1062-16

**MARION COUNTY
 COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

\$195,000.00

DATE: _____, 2024

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay MARION COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (Community Services Department), (the "Lender"), or its successors, the principal sum of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Fifteen Thousand and 00/100 (\$15,000.00)**, for a total of **One Hundred Ninety Five Thousand Dollars and 00/100 (\$195,000.00)** or such other amount as may be advanced by Lender from time to time hereunder, and to pay interest on the outstanding principal balance at the rate of zero (0%) percent from the above date until fully paid. Payment shall be due upon sale, transfer, or refinance of the collateral securing this Note to Marion County, or if its units are used for purposes other than construction of a single-family unit to see low income eligible people.

In the event the undersigned ceases to use the Property as intended, or otherwise transfers, assigns, sells, refinances or in any manner disposes of all or a portion of the Property, or any interest therein, which is subject to the Mortgage described below securing this Note, then the principal amount hereunder shall immediately become due from the date of such cessation.

This Note and all other obligations of the Borrower, are secured by a lien on collateral in the form of real property located in Marion County, Florida (the "Security"), pursuant to a Mortgage Lien for Real Property Acquired Or Improved In Whole Or In Part With SHIP Funds (the "Mortgage") held by Lender. The Borrower and Lender have also entered into an Agreement Between Marion County and Contractor for SHIP Funds (hereafter the Agreement"). The terms and conditions contained in the Mortgage and Agreement are incorporated herein and made a part hereof as fully as if set forth herein. This Note, Mortgage, and the Agreement are collectively referred to as the "Loan Documents". Reference herein to the Loan Documents is made for a statement of the rights and remedies of Lender with respect to such collateral. Borrower shall not sell, lease or transfer all or any part of the Security or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lender's prior written consent prior to discharge.

1. Payment.

- A) Maturity. The purpose of this Note is to provide Borrower SHIP funds for the acquisition of real property. The maturity date of this Note shall be the date of real estate closing for sale to a qualified homebuyer or on this 5th day of **October, 2025**; whichever occurs first.
- B) Where to Make Payment. Sums due under this Note shall be payable to the Marion County Community Services, Marion County, Florida, 2710 E. Silver Springs Blvd. Ocala, FL 34470, or such other place as the Note holder may designate.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to sell home to qualified homebuyer or (b) an event of default occurs under any of the Loan Documents between Borrower and Lender, (collectively "Event of Default").

3. Acceleration.

Upon the occurrence of any Event of Default, the outstanding principal hereof and all accrued interest thereon, at the option of Lender, shall become and be immediately due and payable without notice or demand.

4. Relationship of Borrower and Lender.

Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of Lender and Borrower. The terms hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note. Market conditions as of the date of this Note have been considered.

5. Costs/Attorney's Fees.

Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including but without limitation commencement of non-judicial foreclosure or private sale), in case the unpaid principal sum of this Note is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the Security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by the Note, whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegal, law clerks, and other staff members operating under the supervision of an attorney, as permitted by law. Any payment or award of attorney's fees shall include as part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

6. Indemnification

Borrower shall at all times hereafter indemnify, hold harmless and defend LENDER, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of LENDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LENDER until all of LENDER's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LENDER.

7. Waiver.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Presentment. Waive Lender's diligence, presentment, protest and demand for payment, notice of protest of demand, of nonpayment, of dishonor and of maturity and all other notices, filing suit and diligence in collecting this Note, in enforcing any of the security rights or in a proceeding against the Security.
- B. Time is of the Essence. Agree that time is of the essence of every provision hereof.
- C. Substitution. Agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon.
- D. Renewals, Extensions, Modifications. Consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or the terms contained in any of the Loan Documents, including time for payment.
- E. Statute of Limitations. Expressly waive to the full extent of the law, the right, if any, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note.
- F. No Exhaustion of Remedies. Agree that Lender shall not be required first to institute any suit or exhaust its remedies against Borrower or any other person or party to become liable hereunder, or against the Security in order to enforce payment of this Note.
- G. Remain Liable. Agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Lender of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

8. Rights and Remedies of Lender.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Lender May Waive. Agree that Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.
- B. Cumulative. The rights and remedies of Lender as provided in this Note and in the Mortgage, shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Security encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment hereof, or otherwise, at the sole discretion of Lender.
- C. No Waiver. Failure of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by Lender of payment hereunder that is less than any payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. A wavier or release with reference to one Event of Default shall not be construed as a continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent Event of Default.

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9. Waiver of Jury Trial.

Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly, and voluntarily made by Borrower, and Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way, modify or nullify its effect.

10. Governing Law.

This Note is executed and delivered in Marion County, Florida, and shall be construed and enforced according to the laws of the State of Florida.

The maturity date of this Note shall be the 5th day of October, 2025.

[Remainder of page intentionally left blank. Signature page follows.]

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Habitat for Humanity of Marion County, Inc., New Construction
Expires October 5th, 2025
Community Services

EXHIBIT F

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

WITNESS:

Signed, sealed, and delivered
in our presence as witnesses:

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

*FY 2022-2025 LHAP
Habitat for Humanity of Marion County, Inc., New Construction
Expires October 5th, 2025
Community Services*

EXHIBIT F

Record and Return to:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Rec. Fees: \$112.00
DS: \$682.50

This Document Prepared By:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Property Appraiser's Parcel ID No.: 9034-1071-07
Owner: Habitat for Humanity of Marion County, INC.

**MORTGAGE LIEN
FOR REAL PROPERTY ACQUIRED OR IMPROVED
IN WHOLE OR IN PART WITH SHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee") and **Habitat for Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, and ("Mortgagor").

WHEREAS, Mortgagee is the administrator of the State of Florida Housing Initiative Partnership (SHIP); and

WHEREAS, pursuant to law, SHIP has made available to Mortgagor, through Mortgagee, certain funds to be used in the acquisition of certain real property described herein; and

WHEREAS, upon completion of acquisition Mortgagor will construct a single-family unit and subsequently sell the unit to low income eligible people and families according to 24 CFR 92.252 and in accordance with the separate agreement between Mortgagor and Mortgagee executed **March 5, 2024**, entitled SHIP Single Family Housing Construction Agreement (the "Agreement"); and

WHEREAS, this Mortgage shall constitute a lien on the property to ensure performance as described herein, as set forth in the promissory note of even date between the parties (the "Note") and as set forth in the Agreement entered into by the parties, until released as provided herein;

NOW, THEREFORE in consideration of the financial assistance granted herein and in order to secure the payment of both the principal, and interest, and any other sums payable on the Note or this Mortgage and the performance and observance of all the provisions hereof, of the Note, and of the Agreement, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in Marion County, Florida, more particularly described as follows:

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 Habitat for Humanity of Marion County, Inc., New Construction
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 Community Services

EXHIBIT F

Parcel ID # **9034-1071-07**
SEC 36 TWP 16 RGE 23
PLAT BOOK J PAGE 286
SILVER SPRINGS SHORES UNIT 34
BLK 1071 LOT 7

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. SHIP funds in the amount of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Fifteen Thousand Dollars and 00/100 (\$15,000.00)**, for a total of **One Hundred Ninety Five Thousand and 00/100 (\$195,000.00)** have been provided to or for the benefit of Mortgagor to assist in the acquisition and/or construction of the Mortgaged Property.
3. Mortgagor warrants that Mortgagor has good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except as Mortgagee has agreed to accept in writing, and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.
4. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.
5. This Mortgage shall terminate upon the real estate closing representing the sale to a qualified homebuyer. Upon termination or expiration, Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of Marion County, Florida.

6. Mortgagor further covenants and agrees to pay when due, without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.
7. Mortgagor further covenants and agrees to promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation, hereafter passed against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by the Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
8. Mortgagor further covenants and agrees to maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
9. Mortgagor further covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
10. Mortgagor further covenants and agrees that if Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes, Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees, an other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.
11. Mortgagor further covenants and agrees that Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the Mortgaged Property hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the rate of interest provided herein and all such sums and interest thereon shall be secured hereby.
12. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.

13. If default occurs in payment of the principal or interest of the Note or any part thereof when due, or in payment, when due or any other sum secured hereby, or in performance of any Mortgagor's obligations, covenants or agreements hereunder, in the Note or in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand, which are hereby expressly waived, in which event, Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, including all such other costs, expense and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the rate provided herein from and after the date of any such default of Mortgagor.
14. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements in this Mortgage, the Note or the Agreement:
 - A) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the Mortgaged Property and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including those past due as well as those accruing thereafter; and
 - B) Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the Mortgaged Property, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order and Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable and benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issue and profits actually received by Mortgagee.
15. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one (1) parcel of real property, Mortgagee may, at its option, exhaust any one or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.
16. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made until sale and closing from the date hereof, to the same extent as if such future advances were made on the date of the

execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

17. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt, hereby secured by reason of any past, present, or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.
18. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, in the Note and/or in the Agreement, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:
 - A) Release any person liable for payment of all or part of the indebtedness or for performance of any obligation;
 - B) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
 - C) Exercise or refrain from exercising or waive any right Mortgagee may have;
 - D) Accept additional security of any kind; and
 - E) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.
19. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
20. Mortgagor hereby waives all right of homestead exemption if any, in the Mortgaged Property.
21. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable

thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

22. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by the Mortgage and the Note is personal to Mortgagor. Mortgagee extended the funds to Mortgagor based upon the representations made in the Mortgagor's application and the Agreement between the parties as well as Mortgagee's judgment of the ability of Mortgagor to perform under this Mortgage, the Note and the Agreement and Mortgagee's judgment of the ability of Mortgagor to repay all sums due under this Mortgage. Therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property unless in compliance with SHIP regulations and with written approval by Mortgagee.
24. COMPLIANCE WITH ENVIRONMENTAL LAWS:

- A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
- B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
- C) Indemnification.
 - (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including

strict liability), damages, injuries, expense (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.
- D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:
- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or
 - (2) Any complaint, order, citation or notice with regard to air emission, water discharges; or
 - (3) Any other environmental, health or safety matter affecting Mortgagor;
- (All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.
- E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.
25. Breach: Any breach of any warranty, representation or agreement contained in this Mortgage, the Note, or the Agreement shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provide in this Mortgage, or otherwise permitted by law.
26. In the event any one or more of the provisions contained in this Mortgage, the Note, or the Agreement, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage,

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 Expires October 5th, 2025
 Community Services

EXHIBIT F

but this Mortgage shall be construed as if such invalid illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

27. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given the effect as though following this covenant in consecutive order.
28. Mortgagor understands and agrees that this Mortgage shall be recorded in the public records of Marion County, Florida, and that this Mortgage shall be a legal and binding contract and a lien on the Mortgaged Property described herein, enforceable in the courts of the State of Florida.

[This portion of page intentionally blank. Signatures to follow.]

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IN WITNESS THEREOF, Mortgagor has executed this Mortgage on the _____ day of _____, 2024

WITNESS:

Signed, sealed, and delivered
 in our presence as witnesses:

Habitat for Humanity of Marion County, INC.

 Witness Signature

By: _____

Printed Name: _____

 Witness Name Printed

Its: _____

 Witness Signature

 Witness Name Printed

**STATE OF FLORIDA
 COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is _____ personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

 Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

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Property Appraiser's Parcel ID No.: 9034-1071-07

**MARION COUNTY
 COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

\$195,000.00

DATE: _____, 2024

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay MARION COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (Community Services Department), (the "Lender"), or its successors, the principal sum of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Fifteen Thousand and 00/100 (\$15,000.00)**, for a total of **One Hundred Ninety Five Thousand Dollars and 00/100 (\$195,000.00)** or such other amount as **may be advanced by Lender from time to time hereunder**, and to pay interest on the outstanding principal balance at the rate of zero (0%) percent from the above date until fully paid. Payment shall be due upon sale, transfer, or refinance of the collateral securing this Note to Marion County, or if its units are used for purposes other than construction of a single-family unit to see low income eligible people.

In the event the undersigned ceases to use the Property as intended, or otherwise transfers, assigns, sells, refinances or in any manner disposes of all or a portion of the Property, or any interest therein, which is subject to the Mortgage described below securing this Note, then the principal amount hereunder shall immediately become due from the date of such cessation.

This Note and all other obligations of the Borrower, are secured by a lien on collateral in the form of real property located in Marion County, Florida (the "Security"), pursuant to a Mortgage Lien for Real Property Acquired Or Improved In Whole Or In Part With SHIP Funds (the "Mortgage") held by Lender. The Borrower and Lender have also entered into an Agreement Between Marion County and Contractor for SHIP Funds (hereafter the Agreement"). The terms and conditions contained in the Mortgage and Agreement are incorporated herein and made a part hereof as fully as if set forth herein. This Note, Mortgage, and the Agreement are collectively referred to as the "Loan Documents". Reference herein to the Loan Documents is made for a statement of the rights and remedies of Lender with respect to such collateral. Borrower shall not sell, lease or transfer all or any part of the Security or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lender's prior written consent prior to discharge.

1. Payment.

- A) Maturity. The purpose of this Note is to provide Borrower SHIP funds for the acquisition of real property. The maturity date of this Note shall be the date of real estate closing for sale to a qualified homebuyer or on this 5th day of **October, 2025**; whichever occurs first.
- B) Where to Make Payment. Sums due under this Note shall be payable to the Marion County Community Services, Marion County, Florida, 2710 E. Silver Springs Blvd. Ocala, FL 34470, or such other place as the Note holder may designate.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to sell home to qualified homebuyer or (b) an event of default occurs under any of the Loan Documents between Borrower and Lender, (collectively "Event of Default").

3. Acceleration.

Upon the occurrence of any Event of Default, the outstanding principal hereof and all accrued interest thereon, at the option of Lender, shall become and be immediately due and payable without notice or demand.

4. Relationship of Borrower and Lender.

Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of Lender and Borrower. The terms hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note. Market conditions as of the date of this Note have been considered.

5. Costs/Attorney's Fees.

Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including but without limitation commencement of non-judicial foreclosure or private sale), in case the unpaid principal sum of this Note is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the Security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by the Note, whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegal, law clerks, and other staff members operating under the supervision of an attorney, as permitted by law. Any payment or award of attorney's fees shall include as part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

6. Indemnification

Borrower shall at all times hereafter indemnify, hold harmless and defend LENDER, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of LENDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LENDER until all of LENDER's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LENDER.

7. Waiver.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Presentment. Waive Lender's diligence, presentment, protest and demand for payment, notice of protest of demand, of nonpayment, of dishonor and of maturity and all other notices, filing suit and diligence in collecting this Note, in enforcing any of the security rights or in a proceeding against the Security.
- B. Time is of the Essence. Agree that time is of the essence of every provision hereof.
- C. Substitution. Agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon.
- D. Renewals, Extensions, Modifications. Consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or the terms contained in any of the Loan Documents, including time for payment.
- E. Statute of Limitations. Expressly waive to the full extent of the law, the right, if any, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note.
- F. No Exhaustion of Remedies. Agree that Lender shall not be required first to institute any suit or exhaust its remedies against Borrower or any other person or party to become liable hereunder, or against the Security in order to enforce payment of this Note.
- G. Remain Liable. Agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Lender of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

8. Rights and Remedies of Lender.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Lender May Waive. Agree that Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.
- B. Cumulative. The rights and remedies of Lender as provided in this Note and in the Mortgage, shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Security encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment hereof, or otherwise, at the sole discretion of Lender.
- C. No Waiver. Failure of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by Lender of payment hereunder that is less than any payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. A waiver or release with reference to one Event of Default shall not be construed as a continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent Event of Default.

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9. Waiver of Jury Trial.

Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly, and voluntarily made by Borrower, and Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way, modify or nullify its effect.

10. Governing Law.

This Note is executed and delivered in Marion County, Florida, and shall be construed and enforced according to the laws of the State of Florida.

The maturity date of this Note shall be the 5th day of October, 2025.

[Remainder of page intentionally left blank. Signature page follows.]

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 Habitat for Humanity of Marion County, Inc., New Construction
 Expires October 5th, 2025
 Community Services

EXHIBIT F

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

WITNESS:

Signed, sealed, and delivered
 in our presence as witnesses:

Habitat for Humanity of Marion County, INC.

 Witness Signature

By: _____

Printed Name: _____

 Witness Name Printed

Its: _____

 Witness Signature

 Witness Name Printed

**STATE OF FLORIDA
 COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

 Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

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Habitat for Humanity of Marion County, Inc., New Construction
Expires October 5th, 2025
Community Services*

EXHIBIT F

Record and Return to:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Rec. Fees: \$112.00
DS: \$705.60

This Document Prepared By:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Property Appraiser's Parcel ID No.: 8005-0852-22
Owner: Habitat for Humanity of Marion County, INC.

**MORTGAGE LIEN
FOR REAL PROPERTY ACQUIRED OR IMPROVED
IN WHOLE OR IN PART WITH SHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee") and **Habitat for Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, and ("Mortgagor").

WHEREAS, Mortgagee is the administrator of the State of Florida Housing Initiative Partnership (SHIP); and

WHEREAS, pursuant to law, SHIP has made available to Mortgagor, through Mortgagee, certain funds to be used in the acquisition of certain real property described herein; and

WHEREAS, upon completion of acquisition Mortgagor will construct a single-family unit and subsequently sell the unit to low income eligible people and families according to 24 CFR 92.252 and in accordance with the separate agreement between Mortgagor and Mortgagee executed **March 5, 2024**, entitled SHIP Single Family Housing Construction Agreement (the "Agreement"); and

WHEREAS, this Mortgage shall constitute a lien on the property to ensure performance as described herein, as set forth in the promissory note of even date between the parties (the "Note") and as set forth in the Agreement entered into by the parties, until released as provided herein;

NOW, THEREFORE in consideration of the financial assistance granted herein and in order to secure the payment of both the principal, and interest, and any other sums payable on the Note or this Mortgage and the performance and observance of all the provisions hereof, of the Note, and of the Agreement, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in Marion County, Florida, more particularly described as follows:

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 Habitat for Humanity of Marion County, Inc., New Construction
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Parcel ID # **8005-0852-22**
SEC 23 TWP 17 RGE 21
PLAT BOOK O PAGE 081
MARION OAKS UNIT 5
BLK 852 LOT 22

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. SHIP funds in the amount of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Twenty One Thousand Five Hundred Fifty Three Dollars and 00/100 (\$21,553.00)**, for a total of **Two Hundred and One Thousand Five Hundred Fifty Three Dollars and 00/100 (\$201,553.00)** have been provided to or for the benefit of Mortgagor to assist in the acquisition and/or construction of the Mortgaged Property.
3. Mortgagor warrants that Mortgagor has good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except as Mortgagee has agreed to accept in writing, and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.
4. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.
5. This Mortgage shall terminate upon the real estate closing representing the sale to a qualified homebuyer. Upon termination or expiration, Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of Marion County, Florida.

6. Mortgagor further covenants and agrees to pay when due, without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.
7. Mortgagor further covenants and agrees to promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation, hereafter passed against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by the Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
8. Mortgagor further covenants and agrees to maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
9. Mortgagor further covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
10. Mortgagor further covenants and agrees that if Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes, Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees, and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.
11. Mortgagor further covenants and agrees that Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the Mortgaged Property hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the rate of interest provided herein and all such sums and interest thereon shall be secured hereby.
12. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.

13. If default occurs in payment of the principal or interest of the Note or any part thereof when due, or in payment, when due or any other sum secured hereby, or in performance of any Mortgagor's obligations, covenants or agreements hereunder, in the Note or in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand, which are hereby expressly waived, in which event, Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, including all such other costs, expense and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the rate provided herein from and after the date of any such default of Mortgagor.
14. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements in this Mortgage, the Note or the Agreement:
 - A) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the Mortgaged Property and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including those past due as well as those accruing thereafter; and
 - B) Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the Mortgaged Property, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order and Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable and benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issue and profits actually received by Mortgagee.

15. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one (1) parcel of real property, Mortgagee may, at its option, exhaust any one or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.
16. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made until sale and closing from the date hereof, to the same extent as if such future advances were made on the date of the

execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

17. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt, hereby secured by reason of any past, present, or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.
18. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, in the Note and/or in the Agreement, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:
 - A) Release any person liable for payment of all or part of the indebtedness or for performance of any obligation;
 - B) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
 - C) Exercise or refrain from exercising or waive any right Mortgagee may have;
 - D) Accept additional security of any kind; and
 - E) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.
19. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
20. Mortgagor hereby waives all right of homestead exemption if any, in the Mortgaged Property.
21. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable

thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

22. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by the Mortgage and the Note is personal to Mortgagor. Mortgagee extended the funds to Mortgagor based upon the representations made in the Mortgagor's application and the Agreement between the parties as well as Mortgagee's judgment of the ability of Mortgagor to perform under this Mortgage, the Note and the Agreement and Mortgagee's judgment of the ability of Mortgagor to repay all sums due under this Mortgage. Therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property unless in compliance with SHIP regulations and with written approval by Mortgagee.
24. COMPLIANCE WITH ENVIRONMENTAL LAWS:

- A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
- B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
- C) Indemnification.
 - (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including

strict liability), damages, injuries, expense (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

- D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:

- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or
- (2) Any complaint, order, citation or notice with regard to air emission, water discharges; or
- (3) Any other environmental, health or safety matter affecting Mortgagor;

(All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.

- E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.

25. Breach: Any breach of any warranty, representation or agreement contained in this Mortgage, the Note, or the Agreement shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provide in this Mortgage, or otherwise permitted by law.
26. In the event any one or more of the provisions contained in this Mortgage, the Note, or the Agreement, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage,

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 Expires October 5th, 2025
 Community Services

EXHIBIT F

but this Mortgage shall be construed as if such invalid illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

27. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given the effect as though following this covenant in consecutive order.
28. Mortgagor understands and agrees that this Mortgage shall be recorded in the public records of Marion County, Florida, and that this Mortgage shall be a legal and binding contract and a lien on the Mortgaged Property described herein, enforceable in the courts of the State of Florida.

[This portion of page intentionally blank. Signatures to follow.]

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IN WITNESS THEREOF, Mortgagor has executed this Mortgage on the _____ day of _____, 2024

WITNESS:

Signed, sealed, and delivered
in our presence as witnesses:

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

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Property Appraiser's Parcel ID No.: 8005-0852-22

**MARION COUNTY
COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

\$201,553.00

DATE: _____, 2024

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay MARION COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (Community Services Department), (the "Lender"), or its successors, the principal sum of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Twenty One Thousand Five Hundred Fifty Three Dollars and 00/100 (\$21,553.00)**, for a total of **Two Hundred and One Thousand Five Hundred Fifty Three Dollars and 00/100 (\$201,553.00)** or such other amount as may be advanced by Lender from time to time hereunder, and to pay interest on the outstanding principal balance at the rate of zero (0%) percent from the above date until fully paid. Payment shall be due upon sale, transfer, or refinance of the collateral securing this Note to Marion County, or if its units are used for purposes other than construction of a single-family unit to see low income eligible people.

In the event the undersigned ceases to use the Property as intended, or otherwise transfers, assigns, sells, refinances or in any manner disposes of all or a portion of the Property, or any interest therein, which is subject to the Mortgage described below securing this Note, then the principal amount hereunder shall immediately become due from the date of such cessation.

This Note and all other obligations of the Borrower, are secured by a lien on collateral in the form of real property located in Marion County, Florida (the "Security"), pursuant to a Mortgage Lien for Real Property Acquired Or Improved In Whole Or In Part With SHIP Funds (the "Mortgage") held by Lender. The Borrower and Lender have also entered into an Agreement Between Marion County and Contractor for SHIP Funds (hereafter the Agreement"). The terms and conditions contained in the Mortgage and Agreement are incorporated herein and made a part hereof as fully as if set forth herein. This Note, Mortgage, and the Agreement are collectively referred to as the "Loan Documents". Reference herein to the Loan Documents is made for a statement of the rights and remedies of Lender with respect to such collateral. Borrower shall not sell, lease or transfer all or any part of the Security or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lender's prior written consent prior to discharge.

1. Payment.

- A) Maturity. The purpose of this Note is to provide Borrower SHIP funds for the acquisition of real property. The maturity date of this Note shall be the date of real estate closing for sale to a qualified homebuyer or on this 5th day of **October, 2025**; whichever occurs first.
- B) Where to Make Payment. Sums due under this Note shall be payable to the Marion County Community Services, Marion County, Florida, 2710 E. Silver Springs Blvd. Ocala, FL 34470, or such other place as the Note holder may designate.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to sell home to qualified homebuyer or (b) an event of default occurs under any of the Loan Documents between Borrower and Lender, (collectively "Event of Default").

3. Acceleration.

Upon the occurrence of any Event of Default, the outstanding principal hereof and all accrued interest thereon, at the option of Lender, shall become and be immediately due and payable without notice or demand.

4. Relationship of Borrower and Lender.

Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of Lender and Borrower. The terms hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note. Market conditions as of the date of this Note have been considered.

5. Costs/Attorney's Fees.

Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including but without limitation commencement of non-judicial foreclosure or private sale), in case the unpaid principal sum of this Note is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the Security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by the Note, whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegal, law clerks, and other staff members operating under the supervision of an attorney, as permitted by law. Any payment or award of attorney's fees shall include as part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

6. Indemnification

Borrower shall at all times hereafter indemnify, hold harmless and defend LENDER, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of LENDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LENDER until all of LENDER's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LENDER.

7. Waiver.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Presentment. Waive Lender's diligence, presentment, protest and demand for payment, notice of protest of demand, of nonpayment, of dishonor and of maturity and all other notices, filing suit and diligence in collecting this Note, in enforcing any of the security rights or in a proceeding against the Security.
- B. Time is of the Essence. Agree that time is of the essence of every provision hereof.
- C. Substitution. Agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon.
- D. Renewals, Extensions, Modifications. Consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or the terms contained in any of the Loan Documents, including time for payment.
- E. Statute of Limitations. Expressly waive to the full extent of the law, the right, if any, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note.
- F. No Exhaustion of Remedies. Agree that Lender shall not be required first to institute any suit or exhaust its remedies against Borrower or any other person or party to become liable hereunder, or against the Security in order to enforce payment of this Note.
- G. Remain Liable. Agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Lender of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

8. Rights and Remedies of Lender.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Lender May Waive. Agree that Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.
- B. Cumulative. The rights and remedies of Lender as provided in this Note and in the Mortgage, shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Security encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment hereof, or otherwise, at the sole discretion of Lender.
- C. No Waiver. Failure of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by Lender of payment hereunder that is less than any payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. A waiver or release with reference to one Event of Default shall not be construed as a continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent Event of Default.

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9. Waiver of Jury Trial.

Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly, and voluntarily made by Borrower, and Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way, modify or nullify its effect.

10. Governing Law.

This Note is executed and delivered in Marion County, Florida, and shall be construed and enforced according to the laws of the State of Florida.

The maturity date of this Note shall be the 5th day of October, 2025.

[Remainder of page intentionally left blank. Signature page follows.]

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Habitat for Humanity of Marion County, Inc., New Construction
Expires October 5th, 2025
Community Services*

EXHIBIT F

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

WITNESS:

Signed, sealed, and delivered
in our presence as witnesses:

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

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Habitat for Humanity of Marion County, Inc., New Construction
Expires October 5th, 2025
Community Services*

EXHIBIT F

Record and Return to:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Rec. Fees: \$112.00

DS: \$705.60

This Document Prepared By:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Property Appraiser's Parcel ID No.: 8009-1265-06

Owner: Habitat for Humanity of Marion County, INC.

**MORTGAGE LIEN
FOR REAL PROPERTY ACQUIRED OR IMPROVED
IN WHOLE OR IN PART WITH SHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee") and **Habitat for Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, and ("Mortgagor").

WHEREAS, Mortgagee is the administrator of the State of Florida Housing Initiative Partnership (SHIP); and

WHEREAS, pursuant to law, SHIP has made available to Mortgagor, through Mortgagee, certain funds to be used in the acquisition of certain real property described herein; and

WHEREAS, upon completion of acquisition Mortgagor will construct a single-family unit and subsequently sell the unit to low income eligible people and families according to 24 CFR 92.252 and in accordance with the separate agreement between Mortgagor and Mortgagee executed **March 5, 2024**, entitled SHIP Single Family Housing Construction Agreement (the "Agreement"); and

WHEREAS, this Mortgage shall constitute a lien on the property to ensure performance as described herein, as set forth in the promissory note of even date between the parties (the "Note") and as set forth in the Agreement entered into by the parties, until released as provided herein;

NOW, THEREFORE in consideration of the financial assistance granted herein and in order to secure the payment of both the principal, and interest, and any other sums payable on the Note or this Mortgage and the performance and observance of all the provisions hereof, of the Note, and of the Agreement, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in Marion County, Florida, more particularly described as follows:

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 Habitat for Humanity of Marion County, Inc., New Construction
 Expires October 5th, 2025
 Community Services

EXHIBIT F

Parcel ID # **8009-1265-06**
SEC 08 TWP 17 RGE 21
PLAT BOOK O PAGE 164
MARION OAKS UNIT 9
BLK 1265 LOT 6

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. SHIP funds in the amount of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Twenty One Thousand Five Hundred Twenty Five Dollars and 00/100 (\$21,525.00)**, for a total of **Two Hundred and One Thousand Five Hundred Twenty Five Dollars and 00/100 (\$201,525.00)** have been provided to or for the benefit of Mortgagor to assist in the acquisition and/or construction of the Mortgaged Property.
3. Mortgagor warrants that Mortgagor has good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except as Mortgagee has agreed to accept in writing, and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.
4. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.
5. This Mortgage shall terminate upon the real estate closing representing the sale to a qualified homebuyer. Upon termination or expiration, Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of Marion County, Florida.

6. Mortgagor further covenants and agrees to pay when due, without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.
7. Mortgagor further covenants and agrees to promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation, hereafter passed against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by the Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
8. Mortgagor further covenants and agrees to maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
9. Mortgagor further covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
10. Mortgagor further covenants and agrees that if Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes, Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees, an other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.
11. Mortgagor further covenants and agrees that Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the Mortgaged Property hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the rate of interest provided herein and all such sums and interest thereon shall be secured hereby.
12. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisalment laws.

13. If default occurs in payment of the principal or interest of the Note or any part thereof when due, or in payment, when due or any other sum secured hereby, or in performance of any Mortgagor's obligations, covenants or agreements hereunder, in the Note or in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand, which are hereby expressly waived, in which event, Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, including all such other costs, expense and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the rate provided herein from and after the date of any such default of Mortgagor.
14. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements in this Mortgage, the Note or the Agreement:
 - A) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the Mortgaged Property and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including those past due as well as those accruing thereafter; and
 - B) Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the Mortgaged Property, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order and Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable and benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issue and profits actually received by Mortgagee.
15. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one (1) parcel of real property, Mortgagee may, at its option, exhaust any one or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.
16. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made until sale and closing from the date hereof, to the same extent as if such future advances were made on the date of the

execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

17. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt, hereby secured by reason of any past, present, or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.
18. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, in the Note and/or in the Agreement, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:
 - A) Release any person liable for payment of all or part of the indebtedness or for performance of any obligation;
 - B) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
 - C) Exercise or refrain from exercising or waive any right Mortgagee may have;
 - D) Accept additional security of any kind; and
 - E) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.
19. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
20. Mortgagor hereby waives all right of homestead exemption if any, in the Mortgaged Property.
21. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable

thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

22. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by the Mortgage and the Note is personal to Mortgagor. Mortgagee extended the funds to Mortgagor based upon the representations made in the Mortgagor's application and the Agreement between the parties as well as Mortgagee's judgment of the ability of Mortgagor to perform under this Mortgage, the Note and the Agreement and Mortgagee's judgment of the ability of Mortgagor to repay all sums due under this Mortgage. Therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property unless in compliance with SHIP regulations and with written approval by Mortgagee.
24. COMPLIANCE WITH ENVIRONMENTAL LAWS:

- A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
- B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
- C) Indemnification.
 - (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including

strict liability), damages, injuries, expense (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.
- D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:
- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or
 - (2) Any complaint, order, citation or notice with regard to air emission, water discharges; or
 - (3) Any other environmental, health or safety matter affecting Mortgagor;
- (All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.
- E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.
25. Breach: Any breach of any warranty, representation or agreement contained in this Mortgage, the Note, or the Agreement shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provide in this Mortgage, or otherwise permitted by law.
26. In the event any one or more of the provisions contained in this Mortgage, the Note, or the Agreement, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage,

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Expires October 5th, 2025
Community Services*

EXHIBIT F

but this Mortgage shall be construed as if such invalid illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

27. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given the effect as though following this covenant in consecutive order.
28. Mortgagor understands and agrees that this Mortgage shall be recorded in the public records of Marion County, Florida, and that this Mortgage shall be a legal and binding contract and a lien on the Mortgaged Property described herein, enforceable in the courts of the State of Florida.

[This portion of page intentionally blank. Signatures to follow.]

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Habitat for Humanity of Marion County, Inc., New Construction
Expires October 5th, 2025
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IN WITNESS THEREOF, Mortgagor has executed this Mortgage on the _____ day of _____, 2024

WITNESS:

Signed, sealed, and delivered
in our presence as witnesses:

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

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 Habitat for Humanity of Marion County, Inc., New Construction
 Expires October 5th, 2025
 Community Services

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Property Appraiser's Parcel ID No.: 8005-0852-22

**MARION COUNTY
 COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

\$201,525.00

DATE: _____, 2024

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay MARION COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (Community Services Department), (the "Lender"), or its successors, the principal sum of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Twenty One Thousand Five Hundred Twenty Five Dollars and 00/100 (\$21,525.00)**, for a total of **Two Hundred and One Thousand Five Hundred Twenty Five Dollars and 00/100 (\$201,525.00)** or such other amount as may be advanced by Lender from time to time hereunder, and to pay interest on the outstanding principal balance at the rate of zero (0%) percent from the above date until fully paid. Payment shall be due upon sale, transfer, or refinance of the collateral securing this Note to Marion County, or if its units are used for purposes other than construction of a single-family unit to see low income eligible people.

In the event the undersigned ceases to use the Property as intended, or otherwise transfers, assigns, sells, refinances or in any manner disposes of all or a portion of the Property, or any interest therein, which is subject to the Mortgage described below securing this Note, then the principal amount hereunder shall immediately become due from the date of such cessation.

This Note and all other obligations of the Borrower, are secured by a lien on collateral in the form of real property located in Marion County, Florida (the "Security"), pursuant to a Mortgage Lien for Real Property Acquired Or Improved In Whole Or In Part With SHIP Funds (the "Mortgage") held by Lender. The Borrower and Lender have also entered into an Agreement Between Marion County and Contractor for SHIP Funds (hereafter the Agreement"). The terms and conditions contained in the Mortgage and Agreement are incorporated herein and made a part hereof as fully as if set forth herein. This Note, Mortgage, and the Agreement are collectively referred to as the "Loan Documents". Reference herein to the Loan Documents is made for a statement of the rights and remedies of Lender with respect to such collateral. Borrower shall not sell, lease or transfer all or any part of the Security or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lender's prior written consent prior to discharge.

1. Payment.

- A) Maturity. The purpose of this Note is to provide Borrower SHIP funds for the acquisition of real property. The maturity date of this Note shall be the date of real estate closing for sale to a qualified homebuyer or on this 5th day of **October, 2025**; whichever occurs first.
- B) Where to Make Payment. Sums due under this Note shall be payable to the Marion County Community Services, Marion County, Florida, 2710 E. Silver Springs Blvd. Ocala, FL 34470, or such other place as the Note holder may designate.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to sell home to qualified homebuyer or (b) an event of default occurs under any of the Loan Documents between Borrower and Lender, (collectively "Event of Default").

3. Acceleration.

Upon the occurrence of any Event of Default, the outstanding principal hereof and all accrued interest thereon, at the option of Lender, shall become and be immediately due and payable without notice or demand.

4. Relationship of Borrower and Lender.

Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of Lender and Borrower. The terms hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note. Market conditions as of the date of this Note have been considered.

5. Costs/Attorney's Fees.

Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including but without limitation commencement of non-judicial foreclosure or private sale), in case the unpaid principal sum of this Note is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the Security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by the Note, whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegal, law clerks, and other staff members operating under the supervision of an attorney, as permitted by law. Any payment or award of attorney's fees shall include as part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

6. Indemnification

Borrower shall at all times hereafter indemnify, hold harmless and defend LENDER, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of LENDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LENDER until all of LENDER's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LENDER.

7. Waiver.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Presentment. Waive Lender's diligence, presentment, protest and demand for payment, notice of protest of demand, of nonpayment, of dishonor and of maturity and all other notices, filing suit and diligence in collecting this Note, in enforcing any of the security rights or in a proceeding against the Security.
- B. Time is of the Essence. Agree that time is of the essence of every provision hereof.
- C. Substitution. Agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon.
- D. Renewals, Extensions, Modifications. Consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or the terms contained in any of the Loan Documents, including time for payment.
- E. Statute of Limitations. Expressly waive to the full extent of the law, the right, if any, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note.
- F. No Exhaustion of Remedies. Agree that Lender shall not be required first to institute any suit or exhaust its remedies against Borrower or any other person or party to become liable hereunder, or against the Security in order to enforce payment of this Note.
- G. Remain Liable. Agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Lender of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

8. Rights and Remedies of Lender.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Lender May Waive. Agree that Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.
- B. Cumulative. The rights and remedies of Lender as provided in this Note and in the Mortgage, shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Security encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment hereof, or otherwise, at the sole discretion of Lender.
- C. No Waiver. Failure of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by Lender of payment hereunder that is less than any payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. A waiver or release with reference to one Event of Default shall not be construed as a continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent Event of Default.

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9. Waiver of Jury Trial.

Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly, and voluntarily made by Borrower, and Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way, modify or nullify its effect.

10. Governing Law.

This Note is executed and delivered in Marion County, Florida, and shall be construed and enforced according to the laws of the State of Florida.

The maturity date of this Note shall be the 5th day of October, 2025.

[Remainder of page intentionally left blank. Signature page follows.]

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 Habitat for Humanity of Marion County, Inc., New Construction
 Expires October 5th, 2025
 Community Services

EXHIBIT F

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

WITNESS:

Signed, sealed, and delivered
 in our presence as witnesses:

Habitat for Humanity of Marion County, INC.

 Witness Signature

By: _____

Printed Name: _____

 Witness Name Printed

Its: _____

 Witness Signature

 Witness Name Printed

**STATE OF FLORIDA
 COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

 Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

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Expires October 5th, 2025
Community Services*

EXHIBIT F

Record and Return to:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Rec. Fees: \$112.00
DS: \$704.55

This Document Prepared By:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Property Appraiser's Parcel ID No.: 8009-1171-28
Owner: Habitat for Humanity of Marion County, INC.

**MORTGAGE LIEN
FOR REAL PROPERTY ACQUIRED OR IMPROVED
IN WHOLE OR IN PART WITH SHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee") and **Habitat for Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, and ("Mortgagor").

WHEREAS, Mortgagee is the administrator of the State of Florida Housing Initiative Partnership (SHIP); and

WHEREAS, pursuant to law, SHIP has made available to Mortgagor, through Mortgagee, certain funds to be used in the acquisition of certain real property described herein; and

WHEREAS, upon completion of acquisition Mortgagor will construct a single-family unit and subsequently sell the unit to low income eligible people and families according to 24 CFR 92.252 and in accordance with the separate agreement between Mortgagor and Mortgagee executed **March 5, 2024**, entitled SHIP Single Family Housing Construction Agreement (the "Agreement"); and

WHEREAS, this Mortgage shall constitute a lien on the property to ensure performance as described herein, as set forth in the promissory note of even date between the parties (the "Note") and as set forth in the Agreement entered into by the parties, until released as provided herein;

NOW, THEREFORE in consideration of the financial assistance granted herein and in order to secure the payment of both the principal, and interest, and any other sums payable on the Note or this Mortgage and the performance and observance of all the provisions hereof, of the Note, and of the Agreement, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in Marion County, Florida, more particularly described as follows:

FY 2022-2025 LHAP
 Habitat for Humanity of Marion County, Inc., New Construction
 Expires October 5th, 2025
 Community Services

EXHIBIT F

Parcel ID # **8009-1171-28**
SEC 21 TWP 17 RGE 21
PLAT BOOK O PAGE 164
MARION OAKS UNIT 9
BLK 1171 LOT 28

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. SHIP funds in the amount of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Twenty One Thousand Two Hundred Fifty Dollars and 00/100 (\$21,250.00)**, for a total of **Two Hundred and One Thousand Two Hundred Fifty Dollars and 00/100 (\$201,250.00)** have been provided to or for the benefit of Mortgagor to assist in the acquisition and/or construction of the Mortgaged Property.
3. Mortgagor warrants that Mortgagor has good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except as Mortgagee has agreed to accept in writing, and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.
4. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.
5. This Mortgage shall terminate upon the real estate closing representing the sale to a qualified homebuyer. Upon termination or expiration, Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of Marion County, Florida.

6. Mortgagor further covenants and agrees to pay when due, without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.
7. Mortgagor further covenants and agrees to promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation, hereafter passed against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by the Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
8. Mortgagor further covenants and agrees to maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
9. Mortgagor further covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
10. Mortgagor further covenants and agrees that if Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes, Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees, and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.
11. Mortgagor further covenants and agrees that Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the Mortgaged Property hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the rate of interest provided herein and all such sums and interest thereon shall be secured hereby.
12. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisement laws.

13. If default occurs in payment of the principal or interest of the Note or any part thereof when due, or in payment, when due or any other sum secured hereby, or in performance of any Mortgagor's obligations, covenants or agreements hereunder, in the Note or in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand, which are hereby expressly waived, in which event, Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, including all such other costs, expense and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the rate provided herein from and after the date of any such default of Mortgagor.
14. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements in this Mortgage, the Note or the Agreement:
 - A) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the Mortgaged Property and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including those past due as well as those accruing thereafter; and
 - B) Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the Mortgaged Property, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order and Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable and benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issue and profits actually received by Mortgagee.
15. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one (1) parcel of real property, Mortgagee may, at its option, exhaust any one or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.
16. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made until sale and closing from the date hereof, to the same extent as if such future advances were made on the date of the

execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagor to Mortgagee under this future advance clause.

17. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt, hereby secured by reason of any past, present, or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.
18. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, in the Note and/or in the Agreement, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:
 - A) Release any person liable for payment of all or part of the indebtedness or for performance of any obligation;
 - B) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
 - C) Exercise or refrain from exercising or waive any right Mortgagee may have;
 - D) Accept additional security of any kind; and
 - E) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.
19. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
20. Mortgagor hereby waives all right of homestead exemption if any, in the Mortgaged Property.
21. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable

thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

22. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by the Mortgage and the Note is personal to Mortgagor. Mortgagee extended the funds to Mortgagor based upon the representations made in the Mortgagor's application and the Agreement between the parties as well as Mortgagee's judgment of the ability of Mortgagor to perform under this Mortgage, the Note and the Agreement and Mortgagee's judgment of the ability of Mortgagor to repay all sums due under this Mortgage. Therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property unless in compliance with SHIP regulations and with written approval by Mortgagee.
24. COMPLIANCE WITH ENVIRONMENTAL LAWS:
 - A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
 - B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
 - C) Indemnification.
 - (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including

strict liability), damages, injuries, expense (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.
- D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:
- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or
 - (2) Any complaint, order, citation or notice with regard to air emission, water discharges; or
 - (3) Any other environmental, health or safety matter affecting Mortgagor;
- (All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.
- E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.
25. Breach: Any breach of any warranty, representation or agreement contained in this Mortgage, the Note, or the Agreement shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provide in this Mortgage, or otherwise permitted by law.
26. In the event any one or more of the provisions contained in this Mortgage, the Note, or the Agreement, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage,

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 Expires October 5th, 2025
 Community Services

EXHIBIT F

but this Mortgage shall be construed as if such invalid illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

27. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given the effect as though following this covenant in consecutive order.
28. Mortgagor understands and agrees that this Mortgage shall be recorded in the public records of Marion County, Florida, and that this Mortgage shall be a legal and binding contract and a lien on the Mortgaged Property described herein, enforceable in the courts of the State of Florida.

[This portion of page intentionally blank. Signatures to follow.]

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IN WITNESS THEREOF, Mortgagor has executed this Mortgage on the _____ day of _____, 2024

WITNESS:

Signed, sealed, and delivered
 in our presence as witnesses:

Habitat for Humanity of Marion County, INC.

 Witness Signature

By: _____

Printed Name: _____

 Witness Name Printed

Its: _____

 Witness Signature

 Witness Name Printed

**STATE OF FLORIDA
 COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

 Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

FY 2022-2025 LHAP
 Habitat for Humanity of Marion County, Inc., New Construction
 Expires October 5th, 2025
 Community Services

EXHIBIT F

Property Appraiser's Parcel ID No.: 8005-0852-22

**MARION COUNTY
 COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

\$201,250.00

DATE: _____, 2024

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay MARION COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (Community Services Department), (the "Lender"), or its successors, the principal sum of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Twenty One Thousand Two Hundred Fifty Dollars and 00/100 (\$21,250.00)**, for a total of **Two Hundred and One Thousand Two Hundred Fifty Dollars and 00/100 (\$201,250.00)** or such other amount as may be advanced by Lender from time to time hereunder, and to pay interest on the outstanding principal balance at the rate of zero (0%) percent from the above date until fully paid. Payment shall be due upon sale, transfer, or refinance of the collateral securing this Note to Marion County, or if its units are used for purposes other than construction of a single-family unit to see low income eligible people.

In the event the undersigned ceases to use the Property as intended, or otherwise transfers, assigns, sells, refinances or in any manner disposes of all or a portion of the Property, or any interest therein, which is subject to the Mortgage described below securing this Note, then the principal amount hereunder shall immediately become due from the date of such cessation.

This Note and all other obligations of the Borrower, are secured by a lien on collateral in the form of real property located in Marion County, Florida (the "Security"), pursuant to a Mortgage Lien for Real Property Acquired Or Improved In Whole Or In Part With SHIP Funds (the "Mortgage") held by Lender. The Borrower and Lender have also entered into an Agreement Between Marion County and Contractor for SHIP Funds (hereafter the Agreement"). The terms and conditions contained in the Mortgage and Agreement are incorporated herein and made a part hereof as fully as if set forth herein. This Note, Mortgage, and the Agreement are collectively referred to as the "Loan Documents". Reference herein to the Loan Documents is made for a statement of the rights and remedies of Lender with respect to such collateral. Borrower shall not sell, lease or transfer all or any part of the Security or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lender's prior written consent prior to discharge.

1. Payment.

- A) Maturity. The purpose of this Note is to provide Borrower SHIP funds for the acquisition of real property. The maturity date of this Note shall be the date of real estate closing for sale to a qualified homebuyer or on this 5th day of October, 2025; whichever occurs first.
- B) Where to Make Payment. Sums due under this Note shall be payable to the Marion County Community Services, Marion County, Florida, 2710 E. Silver Springs Blvd. Ocala, FL 34470, or such other place as the Note holder may designate.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to sell home to qualified homebuyer or (b) an event of default occurs under any of the Loan Documents between Borrower and Lender, (collectively "Event of Default").

3. Acceleration.

Upon the occurrence of any Event of Default, the outstanding principal hereof and all accrued interest thereon, at the option of Lender, shall become and be immediately due and payable without notice or demand.

4. Relationship of Borrower and Lender.

Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of Lender and Borrower. The terms hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note. Market conditions as of the date of this Note have been considered.

5. Costs/Attorney's Fees.

Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including but without limitation commencement of non-judicial foreclosure or private sale), in case the unpaid principal sum of this Note is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the Security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by the Note, whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegal, law clerks, and other staff members operating under the supervision of an attorney, as permitted by law. Any payment or award of attorney's fees shall include as part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

6. Indemnification

Borrower shall at all times hereafter indemnify, hold harmless and defend LENDER, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of LENDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LENDER until all of LENDER's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LENDER.

7. Waiver.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Presentment. Waive Lender's diligence, presentment, protest and demand for payment, notice of protest of demand, of nonpayment, of dishonor and of maturity and all other notices, filing suit and diligence in collecting this Note, in enforcing any of the security rights or in a proceeding against the Security.
- B. Time is of the Essence. Agree that time is of the essence of every provision hereof.
- C. Substitution. Agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon.
- D. Renewals, Extensions, Modifications. Consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or the terms contained in any of the Loan Documents, including time for payment.
- E. Statute of Limitations. Expressly waive to the full extent of the law, the right, if any, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note.
- F. No Exhaustion of Remedies. Agree that Lender shall not be required first to institute any suit or exhaust its remedies against Borrower or any other person or party to become liable hereunder, or against the Security in order to enforce payment of this Note.
- G. Remain Liable. Agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Lender of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

8. Rights and Remedies of Lender.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Lender May Waive. Agree that Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.
- B. Cumulative. The rights and remedies of Lender as provided in this Note and in the Mortgage, shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Security encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment hereof, or otherwise, at the sole discretion of Lender.
- C. No Waiver. Failure of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by Lender of payment hereunder that is less than any payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. A waiver or release with reference to one Event of Default shall not be construed as a continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent Event of Default.

FY 2022-2025 LHAP
Habitat for Humanity of Marion County, Inc., New Construction
Expires October 5th, 2025
Community Services

EXHIBIT F

9. Waiver of Jury Trial.

Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly, and voluntarily made by Borrower, and Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way, modify or nullify its effect.

10. Governing Law.

This Note is executed and delivered in Marion County, Florida, and shall be construed and enforced according to the laws of the State of Florida.

The maturity date of this Note shall be the 5th day of October, 2025.

[Remainder of page intentionally left blank. Signature page follows.]

FY 2022-2025 LHAP
 Habitat for Humanity of Marion County, Inc., New Construction
 Expires October 5th, 2025
 Community Services

EXHIBIT F

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

WITNESS:

Signed, sealed, and delivered
 in our presence as witnesses:

Habitat for Humanity of Marion County, INC.

 Witness Signature

By: _____

Printed Name: _____

 Witness Name Printed

Its: _____

 Witness Signature

 Witness Name Printed

**STATE OF FLORIDA
 COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FDL as identification and who did take an oath.

Seal

 Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19537

Agenda Date: 7/1/2025

Agenda No.: 7.2.3.

SUBJECT:

Request Approval to Submit the 2025-26 Marion County Regional Opioid Abatement Plan to the Department of Children and Families (Budget Impact - None)

INITIATOR:

Cheryl Butler, Director

DEPARTMENT:

Community Services

DESCRIPTION/BACKGROUND:

On March 1, 2022, the Board approved an Interlocal Agreement with the City of Ocala to establish a Regional Settlement Committee for managing opioid settlement funds awarded to Marion County as part of the State of Florida's lawsuit against opioid manufacturers and distributors. The State designated the Department of Children and Families (DCF) to oversee the distribution and use of these settlement funds. As part of the agreement, each community is required to submit an annual Opioid Abatement Plan outlining how the funds will be used to address opioid-related issues.

On June 12, 2025, the Regional Opioid Settlement Committee, formed under the Interlocal Agreement, reviewed and approved the proposed 2025-26 Marion County Regional Opioid Abatement Plan.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve submission to DCF of the 2025-26 Marion County Regional Opioid Abatement Plan and authorize the Chairman and Clerk to execute all necessary documents associated with the plan.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Stephens Kendall (Dept) Community Services - 5220
Last First
(Title) Community Development Ambassador (Phone) 352-671-8659
Signature Kendall Stephens Date Monday, June 16, 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 and approve the 2025-2026 Marion County Regional Opioid Abatement Plan.

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, July 1, 2025
Agenda Deadline Date for Legal: Friday, June 6, 2025 Agenda Deadline Date for Admin: Thursday, June 19, 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. 2025-523

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☒ Thomas Schwartz, Asst. County Attorney ☐ Valdoston Shealey, Asst. County Attorney

Outcome:

Date Received:

☒ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

RECEIVED

By Marion County Attorney- AT at 4:28 pm, Jun 16, 2025

Attorney Signature: [Signature] Date: 6/18/25
Staff Signature: [Signature] Date: 6/18/25 Returned: ☒ Department ☐ Admin ☐
Completed

2025-2026 MARION COUNTY REGIONAL OPIOID ABATEMENT PLAN



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Overview

Marion County, Florida, is confronting the opioid crisis with a robust and strategic Opioid Abatement Plan tailored to the specific needs of its residents. Our community has pledged to employ evidence-based solutions, expand access to recovery services, and collaborate across sectors to address this public health emergency.

As we head into FY25-26, the County's Regional Opioid Settlement Committee has voted to maintain the existing funding priorities from the previous fiscal year, outlined in the plan below. In January 2025, the County entered into an interlocal agreement with the Marion County Hospital District (MCHD) to facilitate the invitation-to-apply process for unexpended, encumbered funds (excluding the Central Receiving Facility). Under this agreement, MCHD is responsible for accepting and reviewing applications, making funding recommendations to the Committee, coordinating contracts with selected providers, and monitoring compliance with the terms of those contracts.

Notable milestones from FY24-25 include the successful execution of the interlocal agreement with MCHD to advance fund distribution and the ribbon cutting of the County's first completed project, the Women's Residential Facility with SMA Healthcare.

The plan below outlines our funding priorities and the amount of funds dedicated to each area, and any associated hiring, fixed capital outlay projects, and vehicle purchases.

Funding Allocation

In Marion County, opioid settlement funds are renewed on an annual basis to support long-term, evidence-based solutions addressing the opioid crisis. The Opioid Settlement Committee seeks to partner with organizations that not only demonstrate the capacity to deliver impactful services but also show strong financial capacity — including sound fiscal management practices, the ability to manage grant funds responsibly, and experience in administering similar funding. Additionally, organizations must have appropriate oversight bodies in place to monitor the use of funds, ensure compliance, and track measurable outcomes. A clear sustainability plan is required, outlining how programs will be maintained over time, how additional funding sources will be leveraged, and how services will continue to generate lasting community impact beyond each funding cycle.

Schedule A: Core Strategies

The following areas will be funded in alignment with Schedule A:

1. Expansion of Warm Hand-off Programs & Recovery Services

(see page 2, letter E, of Schedule A: Core Strategies, page 24 of the Regional Opioid Plan)

- **Amount Encumbered:** \$2,300,000
- **Description:** The Central Receiving Facility (CRF) project in Marion County aims to establish a comprehensive, coordinated system of behavioral health services that provides immediate and effective responses for individuals experiencing mental health crises or substance use emergencies. Operated by SMA Healthcare, the CRF will integrate inpatient crisis stabilization, inpatient addiction receiving and detoxification, and care coordination under one system. This centralized approach ensures seamless service delivery across all points of entry and exit, targeting individuals in need of emergent behavioral health interventions.

By creating a single point of access, the CRF will enhance the quality and accessibility of care while addressing critical system inefficiencies. Key goals include reducing

unnecessary emergency room visits, diverting individuals from jail, decreasing law enforcement processing times, instituting services that enhance warm hand-offs such as certified peer support specialists/ navigators and improving overall outcomes through standardized assessments and telehealth-enabled service delivery. Through improved care coordination and timely referrals, the CRF will serve as a vital hub, connecting individuals in crisis to the right services quickly and efficiently, ultimately strengthening Marion County's behavioral health infrastructure.

This project currently encumbers funds for capital expenditures but may include operational expenditures in the future.

- **Service Provider/Vendor:** SMA Healthcare, Inc.
- **Hiring:** N/A
- **Capital Outlay:** Renovation of existing facilities
- **Vehicle Purchases:** N/A

2. Pregnant & Postpartum Women

(see page 1, letter C, of Schedule A: Core Strategies, page 23 of the Regional Opioid Plan)

- **Amount Expended:** \$500,000
- **Description:** The Women and Children Residential Treatment Program will provide comprehensive, evidence-based residential treatment for women, including pregnant and postpartum women, and women with children, in a safe, structured, and supportive environment. Housed within SMA Healthcare's new dedicated women's residential facility, the program is designed to meet the unique needs of women with co-occurring mental health and substance use disorders. Services will be gender-specific and culturally competent, incorporating individual, group, and family counseling; trauma-informed care; parenting education; life skills development; case management; vocational and educational support; and access to medical and mental health treatment.

This program will fill a critical gap in Marion County, where there are currently no residential treatment options for addicted pregnant women or mothers with children. Upon completion of facility renovations, SMA Healthcare will be able to serve this high-need population, including accommodating substance-exposed newborns up to one year of age. With an average length of stay of approximately six months, the program aims to provide lasting recovery support while fostering healthier outcomes for both mothers and their young children.

This project currently encumbers funds for capital expenditures but may include operational expenditures in the future.

- **Service Provider/Vendor:** SMA Healthcare, Inc.
- **Hiring:** N/A
- **Capital Outlay:** Renovation of existing facilities
- **Vehicle Purchases:** N/A

Schedule B: Approved Uses

The following areas will be funded in alignment with Schedule B:

1. Connections to Care

(see page 5, letter C, of Schedule B: Approved Uses, page 27 of the Regional Opioid Plan)

- **Amount Encumbered:** \$750,000
- **Description:** Funding has been encumbered for this priority area; however, it has not yet been awarded. The provider designated by the Regional Opioid Settlement

Committee is currently accepting applications from our community's CORE partners that are contracted with Lutheran Services Florida (LSF). The Coordinated Opioid Recovery (CORE) Network is an initiative launched by Governor Ron DeSantis in 2022 to combat the opioid crisis in Florida. CORE connects individuals experiencing overdoses to immediate medical treatment and long-term recovery support. This includes stabilization in emergency departments, followed by a "warm handoff" to outpatient clinics that offer medication-assisted treatment (MAT), mental health services, primary care, and social support services such as housing and employment assistance.

- **Service Provider/Vendor:** Marion County Fire Rescue, Ocala Fire Rescue, SMA Healthcare, Inc., HCA Healthcare, Inc., AdventHealth
- **Hiring:** TBD
- **Capital Outlay:** TBD
- **Vehicle Purchases:** TBD

2. Support People in Treatment & Recovery

(see page 4, letter B, of Schedule B: Approved Uses, page 26 of the Regional Opioid Plan)

- **Amount Encumbered:** \$480,676
- **Description:** Funding has been encumbered for this priority area; however, it has not yet been awarded. The provider designated by the Regional Opioid Settlement Committee is currently accepting applications for a project that will provide comprehensive wrap-around services with a focus on recovery/supportive housing for individuals in recovery for OUD and any co-occurring SUD/MH conditions. This initiative aims to support long-term stability and recovery by addressing both housing and supportive service needs.
- **Service Provider/Vendor:** TBD
- **Hiring:** TBD
- **Capital Outlay:** TBD
- **Vehicle Purchases:** TBD

Total Funding & Distribution

Funding amounts outlined in the core strategies and approved uses above may be reallocated to one of the other specified core strategies/approved uses based on need.

- **Total Settlement Funds: \$5,935,865**
- **Schedule A Allocation: \$2,800,000**
- **Schedule B Allocation: \$1,230,676**
- **Funds Available (for priorities outlined in plan): \$1,608,396**
- **Administrative Funds: \$296,793**

Implementation Timeline (July 2025 – June 2026)

Renovations to the Central Receiving Facility are currently underway with construction expected to take 18 months to complete. We are currently accepting applications for the approved uses outlined above under Schedule B, as well as for the "funds available" noted under "Total Funding & Distribution," until all available funding has been awarded.

Monitoring and Evaluation

The County meets regularly with the Marion County Hospital District to prepare for Regional Opioid Settlement Committee meetings, review project applications, and discuss project logistics. These meetings also serve as a forum to begin aligning on project objectives and outcomes, ensuring that each initiative complies with the State's Core Strategies and Approved Uses, as well as the terms of the contract entered into with the Marion County Hospital District. As outlined in the interlocal agreement, the Hospital District is also required to provide quarterly reports on the status of these projects to ensure compliance.

Conclusion

In summary, Marion County's FY25–26 Opioid Abatement Plan remains firmly aligned with the State's Core Strategies and Approved Uses. This year, we will continue to prioritize the expansion of recovery services through the development of the Central Receiving Facility, as well as specialized support for pregnant and postpartum women through our renovation of SMA's Women's Residential Building. Additionally, we are committed to advancing initiatives under Schedule B that strengthen connections to care and support individuals in treatment and recovery—particularly through services like peer navigation, MAT initiation, and transitional housing. Through strategic funding, strong oversight, and close collaboration with the Marion County Hospital District, we are focused on implementing high-impact, sustainable solutions that improve outcomes for those affected by the opioid crisis.

**INTERLOCAL AGREEMENT FOR THE
EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into on this 1st day of March, 2022 (“Effective Date”), by and between the City of Ocala (hereinafter referred to as the “CITY”), and the Marion County Board of County Commissioners (hereinafter referred to as the “COUNTY”) (each hereinafter referred to as “Party,” collectively “Parties”).

WHEREAS:

A. A local, state, and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics (“opioids”) and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation; and

B. Marion County and the municipalities within its boundaries have suffered harm from the opioid epidemic; and

C. The State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and the CITY and COUNTY are litigating participants in that action; and

D. The State of Florida and lawyers representing various local governments involved in the Opioid Litigation have proposed the Florida Plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

E. The current draft of the Florida Memorandum of Understanding, approved by CITY and COUNTY and attached hereto as Exhibit A (the “Florida Plan”) sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

F. CITY and COUNTY recognize that local control over settlement funds is in the best interest of all persons within the geographic boundaries of Marion County, and ensures that settlement funds are available and used to address opioid-related impacts within Marion County; and

G. CITY and COUNTY wish for the County to be a “Qualified County” and receive Regional funds pursuant to the Florida Plan, as it may be amended; and

H. CITY and COUNTY are both members of the Marion County Heroin/Opioid Task Force, which was established in 2017 in response to the dramatic increase in opioid-related drug misuse and opioid-related deaths within the geographic boundaries of Marion County; and

I. The Marion County Heroin/Opioid Task Force meets periodically to study and analyze data related to the opioid epidemic and abatement programming; and

J. CITY and COUNTY provide, either directly or through contract, substance abuse prevention, recovery, and treatment services to the citizens of Marion County; and

K. The Parties have an abatement plan that is being utilized to respond to the opioid epidemic; and

L. Marion County Hospital District is a dependent special tax district created by the State of Florida, governed by Chapter 2008-273, Laws of Florida, with its trustees appointed by COUNTY; and

M. COUNTY entered into a Memorandum of Understanding with the Marion County Hospital District related to the funding of the designated behavioral health services provider for the County on September 30th, 2019, providing that the Marion County Hospital District shall provide the County's local matching funding obligations to the designated behavioral health services provider; and

N. Pursuant to the Hospital District Memorandum of Understanding, the Marion County Hospital District provides funding to SMA Healthcare, Inc., for the provision of substance abuse prevention, recovery, and treatment services including a centralized access system to assist persons suffering from substance abuse disorders by assessing individuals and determining the immediacy and type of treatment needed, and to link individuals with the most appropriate services; detox services; and medication assisted treatment; and

O. COUNTY funds the operations of multiple problem-solving court programs including several drug court, DUI court, veterans' treatment court, mental health court, and teen court; and

P. These problem-solving court programs provide necessary support for and referrals to additional substance abuse prevention, recovery, and treatment services; and

Q. Substance abuse prevention, recovery, and treatment training is provided through the problem-solving courts; and

R. Through the problem-solving courts, COUNTY funds prevention, recovery, and treatment services including training materials and expenses, drug screening and remote breathalyzer equipment; and

S. COUNTY funds a program through its local Salvation Army to assist probationers who are in the DUI court access recovery and prevention services such as drug screening, remote breathalyzers and referral to substance abuse treatment and required DUI classes; and

T. COUNTY operates a Mobile Integrated Healthcare Community Paramedicine Program; and

U. CITY, as a recipient of grant funding from the Centers for Disease Control administered by the Florida Department of Health in Marion County, operates community paramedicine services to Marion County residents who are at risk of overdose, who have recently overdosed, or who have a history of substance abuse; and

V. CITY currently also provides a Narcan Leave Behind Program, Medically Assisted Treatment services through Park Place Behavioral Health Care, and an Opioid Amnesty Program to the residents of Marion County; and

W. It is the intent of the Parties to use the proceeds from settlements with from opioid litigation to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices"; and

X. Pursuant to the Florida Plan, to be considered a Qualified County and obtain direct allocation of a portion of the settlement funds, the Parties must enter into an agreement related to the expenditure of Opioid Funds; and

Y. Pursuant to the Florida Plan, such Opioid Funds must be expended towards forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction; and

Z. The Parties recognize that it is in the best interest of the Parties for COUNTY to be a Qualified County under the Florida Plan; to agree to a framework for the expenditure of settlement funds; and to document the provision of substance abuse prevention, recovery, and treatment services to the citizens of Marion County by the Parties; and

AA. The Parties intend to continue to negotiate in good faith and enter into an amendment to this Agreement ("Amendment") concerning matters that remain unresolved on the Effective Date; and

BB. The Parties are acting pursuant to general law and Section 163.01, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and incorporated into this Agreement by this statement.

2. **DEFINITIONS.** Unless otherwise defined herein, all defined terms in the Florida Plan are incorporated herein and shall have the same meanings as in the Florida Plan. Further, the terms set forth below shall have the following definitions:

2.1. "Opioid Settlement Funds" shall mean the amount of the Regional Funding disbursed to COUNTY in its role as a Qualified County under the Florida Plan.

2.2. "Beneficiaries" shall mean any organizations receiving funds from the "Opioid Settlement Funds" for the provision of opioid-related programs or services.

3. CONDITIONS PRECEDENT. This Agreement shall become effective upon the occurrence of the following conditions precedent:

- 3.1. Execution of this Agreement by the CITY and COUNTY; and
- 3.2. Execution of all documents necessary to effectuate the Florida Plan in its final form; and
- 3.3. Marion County being determined by the State of Florida to qualify as a Qualified County to receive Regional Funding under the Florida Plan; and
- 3.4. Filing of this Agreement with the Clerk of the Circuit Court for Marion County as required by Florida Statutes, Section 163.01.

4. COMMITTEE; EXPENDITURE OF OPIOID SETTLEMENT FUNDS; RECORDING.

4.1. Joint Opioid Settlement Fund Administration Committee. There is hereby established the Marion County – City of Ocala Joint Opioid Settlement Fund Administration Committee (the “Committee”).

4.2. The Committee shall be comprised of one member appointed by CITY, one member appointed by COUNTY, one member appointed by the Administrative Judge of the Fifth Judicial Circuit in and for Marion County, Florida, one member appointed by the Marion County Hospital District, one member appointed by the Marion County Children’s Alliance, one member appointed by the Chief of Ocala Fire Rescue, one member appointed by the Chief of Marion County Fire Department, one member appointed by the Chief of Ocala Police Department, one member appointed by the Marion County Sheriff, one member appointed by the Director of the Florida Department of Health in Marion County, and one member appointed by an affirmative vote of at least two-thirds (2/3) of the foregoing members who is a resident of Ocala/Marion County in active recovery. The Committee shall have the right to either remove or appoint additional nonvoting Committee members from time to time by 2/3 supermajority vote as it deems necessary.

4.3. Committee Quorum; Supermajority. Quorum necessary to conduct Committee business shall consist of six (6) members. An affirmative vote of at least two-thirds (2/3) of Committee members present shall be required to approve regular Committee business. An affirmative vote of at least three-quarters (3/4) of Committee members present shall be required to approve a budget, any amendment thereto, or any appropriation of funds, notwithstanding whether such approvals are final or advisory in nature.

4.4. Committee Responsibilities and Authority. The Committee’s responsibilities and authority shall be memorialized in the Amendment.

4.5. Expenditure of Settlement Funds. Unless and until the Committee is formed pursuant to this Agreement, as it may be amended, and authorized to expend funds (or recommend the expenditure of funds to each party), no expenditure of Opioid Settlement Funds shall occur without the approval of CITY and COUNTY. Opioid Settlement Funds

shall be deposited with the Clerk of Court until disbursements are authorized as provided for in this Agreement as it may be amended. Further, Opioid Settlement Funds shall only be expended in accordance with the requirements of this Agreement and the Florida Plan and shall not be used to supplement COUNTY or CITY budgets, but rather shall be used for Approved Purposes, which may include expansion of, but not replace existing funding for, previously established CITY or COUNTY programs.

4.6. **Records and Reporting.** Upon formation, the Committee shall be subject to Florida public records and open meeting laws, Chapter 119, Florida Statutes, and Section 286.011, Florida Statutes, and the records of the Committee shall be available to the Parties. All meetings of the Committee shall be publically noticed and appropriate minutes shall be taken in accordance with applicable law. Except as provided below, COUNTY shall provide the State with all required reporting on the use of Opioid Settlement Funds. To the extent CITY receives Opioid Settlement Funds, CITY must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the Florida Plan.

5. TERM AND TERMINATION. The term of this Agreement and the obligations hereunder commences upon the satisfaction of all conditions precedent, runs concurrently with the Florida Plan, and will continue until one (1) year after the expenditure of all Opioid Settlement Funds, unless otherwise terminated in accordance with the provisions of this Agreement and the Florida Plan. Sections 7, 8, and 12 will remain in effect after termination or expiration of this Agreement. Either party may terminate this Agreement for convenience and without cause upon thirty (30) days' notice to the other party. Upon such termination, COUNTY shall tender any and all Opioid Settlement Funds, not otherwise contractually obligated, in its possession to the Managing Entity providing services for Marion County.

6. COUNTERPARTS. This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement.

7. NON-APPROPRIATION. This Agreement is not a general obligation of either party. It is understood that neither this Agreement nor any representation by any official, officer or employee of either party creates any obligation to appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed. The obligations of either party as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from Opioid Settlement Funds annually which are designated for regional use pursuant to the terms of the Florida Plan. No liability shall be incurred by either party beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by either party for any or all of this Agreement for a new fiscal period, such party is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. Each party agrees to promptly notify the other party in writing of any subsequent non-appropriation.

8. INDEMNIFICATION. CITY and COUNTY shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of section 768.28, Florida Statutes, by either Party. Nothing

herein shall be construed as consent by either Party to be sued by third Parties for any matter arising out of this Agreement.

9. SEVERABILITY. If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

10. AMENDMENTS TO AGREEMENT. This Agreement may be amended, in writing, upon the express written approval of the governing bodies of the Parties.

11. FILING OF AGREEMENT. COUNTY shall file this Agreement with the Clerk of the Circuit court as provided in Section 163.01(11), Florida Statutes.

12. GOVERNING LAW. The laws of the State of Florida shall govern this Agreement.

13. NOTICES. Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the Parties at the addresses specified on the Party's signature page to this Agreement.

14. ENTIRETY, CONSTRUCTION OF AGREEMENT. This Agreement represents the understanding between the Parties in its entirety and no other agreements, either oral or written, exist between the Parties. The Exhibits are attached and incorporated into this Agreement by this reference. The Parties acknowledge that they fully reviewed this agreement and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any Party as if they were the drafter of this Agreement. Each Party warrants that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to sign and bind that Party. All conditions and assurances required by this Agreement are binding on Parties and their authorized successors in interest.

INTENTIONAL PAGE BREAK – SIGNATURES FOLLOW

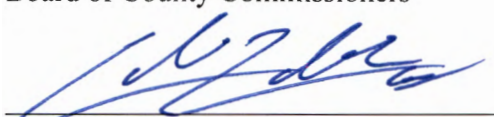
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes set forth herein.

MARION COUNTY

601 SE 25th Ave.

Ocala, FL 34471

By: Carl Zalak, III, Chairman
Board of County Commissioners

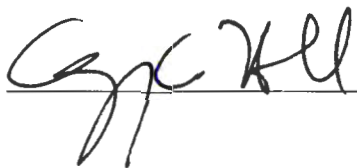


Signature

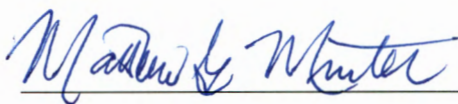
March 1, 2022

Date

ATTEST:
Gregory C. Harrell, Clerk



APPROVED AS TO FORM:
Matthew Minter, County Attorney



CITY OF OCALA

110 SE Watula Ave.

Ocala, FL 34471

By: Ire Bethea, Sr.
City Council President

Signature

Date

ATTEST:
Angel B. Jacobs, City Clerk

APPROVED AS TO FORM:
Robert W. Batsel, Jr., City Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes set forth herein.

MARION COUNTY

601 SE 25th Ave.
Ocala, FL 34471

By: Carl Zalak, III, Chairman
Board of County Commissioners

Signature

Date

ATTEST:
Gregory C. Harrell, Clerk

APPROVED AS TO FORM:
Matthew Minter, County Attorney

CITY OF OCALA
110 SE Watula Ave.
Ocala, FL 34471

By: Ire Bethea, Sr.
City Council President

Ire Bethea Sr.

Signature

03/01/2022

Date

ATTEST:
Angel B. Jacobs, City Clerk







APPROVED AS TO FORM:
Robert W. Batsel, Jr., City Attorney

Angel B. Jacobs

RWB

TITLE	PRESSING FOR SIGNATURE: Interlocal Agreement for Opioid...
FILE NAME	FOR SIGNATURE- Op...2-22-2022 TLK.pdf
DOCUMENT ID	289a3d245515a47ae9e48dcd0bae13097eb1114d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

 SENT	03 / 03 / 2022 08:49:18 UTC-5	Sent for signature to Ire Bethea, Sr- Council President (ibethea@ocalafl.org) and Angel Jacobs, City Clerk (ajacobs@ocalafl.org) from tkimball@ocalafl.org IP: 216.255.240.104
 VIEWED	03 / 03 / 2022 15:05:20 UTC-5	Viewed by Ire Bethea, Sr- Council President (ibethea@ocalafl.org) IP: 24.250.133.62
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PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) **City/County Fund**- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) **Regional Fund**- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) **State Fund** - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. **Regional Fund Sliding Scale-** The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. **Opioid Abatement Taskforce or Council -** The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("Core Strategies")¹, such that a minimum of ___% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually.¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank -- to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
- 6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Fund media campaigns to prevent opioid misuse.
- 2. Corrective advertising or affirmative public education campaigns based on evidence.
- 3. Public education relating to drug disposal.
- 4. Drug take-back disposal or destruction programs.
- 5. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 7. Engage non-profits and faith-based communities as systems to support prevention.
- 8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
- 11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19538

Agenda Date: 7/1/2025

Agenda No.: 7.2.4.

SUBJECT:

Request Approval to Submit the 2025-26 Marion County Opioid Abatement Plan to the Department of Children and Families (Budget Impact - None)

INITIATOR:

Cheryl Butler, Director

DEPARTMENT:

Community Services

DESCRIPTION/BACKGROUND:

The State of Florida, along with multiple Florida cities and counties, including the City of Ocala and Marion County, participated in the National Prescription Opiate Litigation (MDL No. 2804). As a result of this settlement, the State established two funding streams: (1) regional opioid settlement funds, overseen locally by the Regional Settlement Committee established under the Interlocal Agreement approved by the Board on March 1, 2022, and (2) direct allocations to individual counties and municipalities.

The State of Florida designated the Department of Children and Families (DCF) to oversee both funding streams and requires each recipient to submit an annual Opioid Abatement Plan outlining how the settlement funds will be utilized in accordance with the State's approved guidelines.

In addition to participating in the regional settlement process, Marion County receives a direct allocation of funds to address local opioid-related priorities. The proposed 2025-26 Marion County Opioid Abatement Plan (County Direct Allocation) reflects the County's strategy for utilizing its local share of settlement funds in alignment with the overall objectives of the State Settlement Plan and complementary to the Regional Opioid Abatement Plan approved by the Regional Settlement Committee on June 12, 2025.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve submission to DCF of the 2025-26 Marion County Opioid Abatement Plan and authorize the Chairman and Clerk to execute all necessary documents associated with the plan.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Stephens Kendall (Dept) Community Services - 5220
Last First
(Title) Community Development Ambassador (Phone) 352-671-8659
Signature Kendall Stephens Date Monday, June 16, 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 and approve the 2025-2026 Marion County Opioid Abatement Plan.

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, July 1, 2025
Agenda Deadline Date for Legal: Friday, June 6, 2025 Agenda Deadline Date for Admin: Thursday, June 19, 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. 2025-531

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- AT at 10:12 am, Jun 18, 2025

Attorney Signature: [Signature] Date 6/18/25
Staff Signature: Ashlynn Fuchs Date: 6/18/25 Returned: ☒ Department ☐ Admin ☐ _____
Completed



2025-2026 MARION COUNTY OPIOID ABATEMENT PLAN

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Overview

In Marion County, Florida, we stand at a critical juncture in our ongoing battle against the opioid crisis - a challenge that has deeply affected our communities, families, and individuals across various walks of life. Recognizing the complexity and the devastating impact of Opioid Use Disorder (OUD), our Opioid Abatement Plan is a comprehensive, strategic response designed to address this epidemic holistically. This plan, tailored to the unique needs and circumstances of Marion County, aims to implement a multifaceted approach, focusing on treatment, prevention, and continuous research and education.

Our commitment is to provide effective, evidence-based strategies that encompass a broad spectrum of interventions. We understand that the path toward healing and recovery is not uniform; hence, our plan is inclusive, considering the diverse needs of our population.

This plan is not just a document; it's a pledge to our community. It's a pledge to employ every resource at our disposal, to collaborate across sectors, and to innovate continuously to ensure that we are doing the utmost to combat this crisis. We are dedicated to creating a future for Marion County where the shadow of opioid addiction is replaced with hope, health, and a renewed sense of community resilience.

Funding Allocation

Schedule A: Core Strategies

The following areas will be funded in alignment with Schedule A:

1. Prevention Programs

(see letter G of Schedule A: Core Strategies)

- **Amount Encumbered:** \$513,028
- **Description:** Funding has been encumbered for a future initiative aimed at enhancing the capacity of Emergency Medical Services (EMS) and law enforcement personnel to respond effectively to individuals impacted by opioid use and co-occurring behavioral health conditions. While a specific project has not yet been selected, the initiative aligns with the approved uses under the Florida Opioid Settlement Agreement to hire or train behavioral health workers in support of first responder-led interventions. The project is expected to support training and coordination efforts for first responders involved in pre-arrest diversion programs, post-overdose response teams, or similar strategies. The overarching goal is to reduce recidivism, connect individuals to treatment and recovery services, and improve outcomes for those at risk of opioid-related harm through early and compassionate intervention.
- **Service Provider/ Vendor:** TBD
- **Hiring:** TBD
- **Capital Outlay:** N/A
- **Vehicle Purchases:** TBD

Schedule B: Approved Uses

The following areas will be funded in alignment with Schedule B:

2. Support People in Treatment & Recovery

(see letter B of Schedule B: Approved Uses)

- **Amount Encumbered:** \$200,000

- **Description:** Funding has been encumbered for a future initiative aimed at providing behavioral health support to Marion County employees and their families experiencing co-occurring mental health and substance use disorders, including opioid use disorder (OUD). While a provider has not yet been selected, the proposed project aligns with approved uses under the Florida Opioid Settlement Agreement, specifically focusing on hiring or training behavioral health professionals to expand evidence-based support services.
This project will enhance access to confidential counseling, peer-support, recovery case management, and other wrap-around services tailored to the unique needs of public employees coping with the effects of opioid and substance misuse. The goal is to foster a healthier, more resilient workforce by addressing behavioral health challenges with a compassionate, comprehensive care approach.
- **Service Provider/ Vendor:** TBD
- **Hiring:** One Mental Health Provider
- **Capital Outlay:** N/A
- **Vehicle Purchases:** TBD

Total Funding & Distribution

Funding amounts outlined in the core strategies and approved uses above may be reallocated to one of the other specified core strategies/approved uses based on need.

- **Total Settlement Funds: \$1,301,056**
- **Schedule A Allocation: \$513,028**
- **Schedule B Allocation: \$200,000**
- **Funds Available (for priorities outlined in plan): \$522,976**
- **Administrative Funds: \$65,052**

Implementation Timeline (July 2025 – June 2026)

As of now, funds have been formally encumbered for both initiatives outlined above but no specific providers have been selected. The implementation phase is anticipated to begin in FY25–26, with a strong focus on identifying and engaging service providers that demonstrate the capacity to meet the priorities outlined in the Florida Opioid Settlement Agreement. Additionally, in FY25-26 Marion County will also work to determine how best to prioritize the remaining “funds available”.

Monitoring and Evaluation

Once the opioid settlement funds are awarded, our county plans to put in place a monitoring process to help ensure the funds are used appropriately. This may include regular reports, financial reviews, and checks to track progress toward the goals of the settlement plan.

Conclusion

In summary, Marion County's Opioid Abatement Plan represents a committed, strategic effort to address the opioid crisis with thoughtful, evidence-based initiatives tailored to our community's unique needs. As we move forward with awarding funds and implementing key programs, we remain dedicated to transparency, accountability, and collaboration to maximize the impact of these resources.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19625

Agenda Date: 7/1/2025

Agenda No.: 7.3.1.

SUBJECT:

Request Approval of Health Center Access Option for Employees and Dependents Not on County-Sponsored Insurance (Budget Impact - None)

INITIATOR:

Sara Caron, Director

DEPARTMENT:

Human Resources

DESCRIPTION/BACKGROUND:

Marion County has partnered with My Health Onsite for an employee health center, which is scheduled to open in August 2025. This announcement has been well received by all employees, including those who are not on our County-sponsored insurance.

Allowing the option of Health Center Access will permit those employees and dependents who are on other insurance (such as Medicaid, Tricare, or a non-County plan) to have access to the Employee Health Center for a minimal cost, and no cost to the County or Constitutional Offices.

After comparing local concierge plans, the following is presented for approval:

Single Plan (employee only): \$50 per month

Family Plan: \$85 per month

The fees will be payroll deducted, and the employee will acknowledge that if they are referred out to a specialist or other provider, it will not be free or be paid for by the County; they will need to utilize their other insurance. The fees collected will be deposited into the Insurance Fund to help offset the cost of the contract for services with My Health Onsite.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve Health Center Access option for employees and dependents not on County-sponsored insurance, effective October 1, 2025.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19571

Agenda Date: 7/1/2025

Agenda No.: 7.4.1.

SUBJECT:

Request Approval of Bid Award: 25B-112 DRA Fence Line and Rip Rap Treatment - J & J Aquatics Specialists, LLC, Lake City, FL (Budget Impact - Neutral; expenditure of \$61,022)

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 provide vegetation control services along fence lines and Rip Rap in county-maintained drainage retention areas (DRA) and County rights-of-way. Two (2) submittals were received, and the tabulation is below:

Firm - Location	Bid Total
J&J Aquatics Specialists, LLC - Lake City, FL	\$61,021.87
Environmental Management Acquisition, LLC- Brunswick, GA	\$73,199.60

Steven Cohoon, P.E., County Engineer, recommends that J & J Aquatics Specialists, LLC 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 J & J Aquatics Specialists, LLC for signature, and upon return, will be forwarded to Legal, the Clerk, and Chairman for signatures.

BUDGET/IMPACT:

Neutral; expenditure of \$61,021.87. Up to 10% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from EK430538-534101 (Stormwater Program).

RECOMMENDED ACTION:

Motion to approve the recommendation and allow staff to issue a contract, and upon approval by Legal, authorize the Clerk and Chairman to execute contract with J & J Aquatics Specialists, LLC under 25B-112.

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 **J & J Aquatics Specialists, LLC**, located at 332 SW Misty Glen, Lake City, FL 32024, possessing FEIN# 88-2896489 (hereinafter referred to as “CONTRACTOR”) under seal for the DRA Fence Line and Rip Rap Treatment, (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 July 1, 2025 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 #25B-112 - DRA Fence Line and Rip Rap Treatment, 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. The Work (defined herein) shall commence upon the start date noted on the Notice to Proceed, with 90 Calendar Days allowed to achieve final completion (the “Term”). 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 DRA Fence Line and Rip Rap Treatment, per the Contract Documents, Exhibit A – Scope of Work, Exhibit A hereto, and within the Term.

Section 6 - Compensation. COUNTY shall make payment of Sixty-One Thousand, Twenty-One Dollars and Eighty-Seven Cents (\$61,021.87), (the “Agreement Price”), to CONTRACTOR under COUNTY’s established procedure and according to the schedule set forth in the Schedule of Values, Exhibit B 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. 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.

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.

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) 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.

Section 21 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or

delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 25 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 26 – CONTRACTOR Conduct: These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting:** CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

Section 27 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 28 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an

electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: J & J Aquatics Specialists, LLC
332 SW Misty Glen, Lake City, FL 32024
CONTACT PERSON: Joseph Louks | 386-898-8649

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 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: jandj.tiffany22@gmail.com and jandj.joey22@gmail.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

{Signature Page Follows}

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: July 1, 2025
25B-112 | DRA Fence Line and Rip Rap Treatment

J & J AQUATICS SPECIALISTS, LLC

BY: DATE

PRINTED:

**Marion County Office of the County Engineer
Stormwater Management Program
DRA Fence Line and Rip Rap Treatment**

EXHIBIT A - SCOPE OF WORK

PROJECT LOCATION: County Wide.

DESCRIPTION OF PROJECT

The project involves the selected contractor to provide vegetation control services along fence lines and Rip Rap in county-maintained drainage retention areas (DRAs) and County right-of-ways (ROWS).

QUALITY OF WORK AND MATERIAL REQUIREMENTS

All work and materials provided pursuant to this contract shall be in accordance with all sections of this document, the solicitation documents, Marion County Land Development Code, FDOT Standard Specifications for Road and Bridge Construction, latest edition, and FDOT Design Standards, latest edition.

CONTRACT TERM

This will be a five (5) year contract with five (5) potential one (1) year renewals. Each Routine Maintenance cycle shall be completed within 90 days from date started for each quarter of work.

CONTRACTOR'S RESPONSIBILITIES

All Project Work performed shall be in accordance with Contract documents. The CONTRACTOR shall furnish all labor, equipment, fuel, materials and incidentals to perform all operations necessary to complete this work in accordance with these specifications and any applicable drawings.

Exhibit B- Schedule of Values

Marion County Bid Form Fence Line Spraying				
Routine Fence Line	Fence Line Routine Spray (LF)	Routine Maintenance Price per Linear Foot	Routine Maintenance Fence Line Price per Quarter	Routine Maintenance Fence Line Annual Price (*3)
TOTALS	241,223	\$ 0.08 -	\$ 19,297.84 -	\$ 57,893.52 -

Routine Rip Rap	Spot Treatment Routine Spray (SF)	Routine Maintenance Price per Square Foot	Routine Maintenance Spot Treatment Price per Quarter	Routine Maintenance Spot Treatment Annual Price (*3)
TOTALS	4,495	\$ 0.11 -	\$ 494.45 -	\$ 1483.35 -

Intensive Fence Line	Fence Line Intensive Spray (LF)	Intensive Spray Price per Linear Foot	*Intensive Spray Price per Quarter
TOTALS	3,500	\$ 0.47 -	\$ 1645.00 -

Annual Total	\$ 61,021.87
--------------	--------------

* Intensive Treatment will be completed up to 3,500 LF a year as directed by the Project Manager, following the treatment the DRA will be placed on the Routine maintenance list moving forward. Treatment will include the removal and disposal of all the debris.

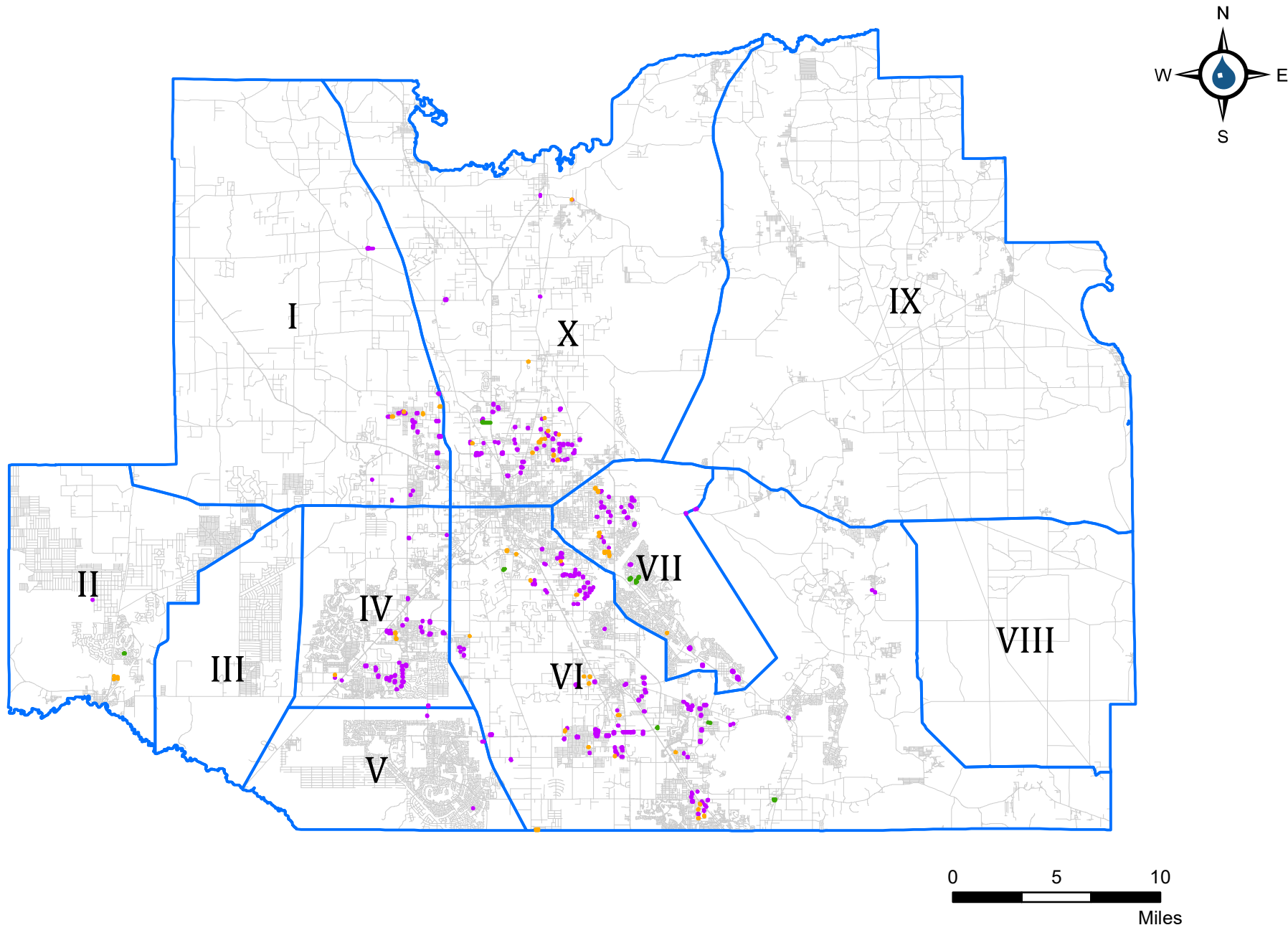


Figure 1



Overall Map

Fence Line Spraying at County-Maintained DRAs

Date Created: 1/27/2025

- Spot Spray
- Intensive Spray
- Routine Spray
- Contract Areas
- Streets



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19218

Agenda Date: 7/1/2025

Agenda No.: 7.4.2.

SUBJECT:

Request Approval of Change Order 2 for Purchase Order 2500204: 24PB-296 Meter Boxes, Lids and Water Meters - National Metering Services, Inc., Kearney, NJ (Budget Impact - Neutral; additional expenditure of \$55,000)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On July 31, 2024, the County Administrator approved the piggyback of Pasco County's contract with Nation Metering Services, Inc. in the amount of \$45,000. Marion County Utilities (MCU) initially requested this amount based on the anticipated needs for the fiscal year, and a purchase order was opened in the amount of \$18,000.

On April 2, 2025, Change Order 1 was executed to increase the purchase order by \$27,000, bringing the total purchase order amount to the full \$45,000 as originally approved.

Change Order 2 is now being submitted to increase the purchase order by an additional \$55,000 to support anticipated expenditures through the end of the fiscal year. This Change Order will bring the revised total purchase order amount to \$100,000.

MCU and the Procurement Services team are currently working to identify a new contract with longer terms that can be used for future piggybacking opportunities.

A copy of the proposed Change Order is attached for review. Upon approval, the Change Order will be submitted to the Clerk and Chairman for signatures.

BUDGET/IMPACT:

Neutral; additional expenditure of \$55,000 bringing the total purchase order amount to \$100,000. Funding is from line ZF448536-563102 (Marion County Utility Fund), Project UTC000120

RECOMMENDED ACTION:

Motion to approve and authorize the Chairman and Clerk to execute Change Order 2 to Purchase Order 2500204 for National Metering Services under contract 24PB-296.



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.

Date 05/15/2025 Department Utilities Change Order # 2

☐ Additional Days Only

Is Board Action Required? Yes

Bid/Contract/Quote Number & Project Title:
24PB-295

PO Number: 2500204

Contract Amount: _____

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☐ N/A ☒

Is the change order amount from Contingency? Yes ☐ No ☒

Contractor/Vendor (Name & Address):

National Metering Services, Inc
163 Schulyer Ave
KEarney, NJ 07032

GL Account Number (ORG/OBJECT):
ZF448536 - 563102

Project Account Number (If applicable):
UTC000120

Requesting Amount of Contingency: _____

JUSTIFICATION & DESCRIPTION OF CHANGE

Contract renewal on the June 17 Agenda piggy backing with Pasco County for meter installation services. This request is to add \$55,000 to the purchase order,

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE*

Original Ordered Amount: _____

\$18,000.00

Current Ordered Amount (Not the balance): _____

\$45,000.00

The PO will be increased/decreased by this change order in the amount of: _____
(Do not put contingency amount)

Increase ☒
Decrease ☐

\$55,000.00

The new PO amount including this change order will be:
(PO amount will not change if it comes from contingency)(auto calculated) _____

\$100,000.00

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 5/15/25

Project Mgr. _____

Date _____

Administration (If Applicable) _____

Date _____

Procurement: _____

Date _____

BCC Approval (when applicable):

Chairman, BCC _____

Date _____

Attest: Clerk of Court _____

Date _____

County Administrator _____

Date _____

Revised 7/2024



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.

Date 03/31/2025 Department Utilities Change Order # 1

☐ Additional Days Only

Is Board Action Required? No

Bid/Contract/Quote Number & Project Title:
24pb-295

Contractor/Vendor (Name & Address):

National Metering Services, Inc.
163 Schulyer Ave
Kearney, NJ 07032

PO Number: 2500204

Contract Amount: _____

GL Account Number (ORG/OBJECT):
ZF448536 - 563102

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☐ N/A ☒

Project Account Number (If applicable):
UTC000120

Is the change order amount from Contingency? Yes ☐ No ☒

Requesting Amount of Contingency: _____

JUSTIFICATION & DESCRIPTION OF CHANGE

To increase the purchase order to the contracted amount mentioned in the August 2024 procurement request, as approved by the County Administrator

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE*

Original Ordered Amount:	\$18,000.00
Current Ordered Amount (Not the balance):	\$18,000.00
The PO will be increased/decreased by this change order in the amount of: (Do not put contingency amount)	Increase <input checked="" type="checkbox"/> Decrease <input type="checkbox"/>
The new PO amount including this change order will be: (PO amount will not change if it comes from contingency)(auto calculated)	\$27,000.00
Contract time will be Increased/decreased by _____ DAYS	\$45,000.00
Prior Substantial Completion Date <input type="text"/>	Revised Substantial Completion Date <input type="text"/>
Prior Final Completion Date <input type="text"/>	Revised Final Completion Date <input type="text"/>

Approval:

Director/Designee

Date

Project Mgr.

Date

Administration (If Applicable)

Date

Procurement:

Date

BCC Approval (when applicable):

Chairman, BCC

Date

Attest: Clerk of Court

Date

County Administrator

Date

Revised 7/2024

**Marion County
Board of County Commissioners**

Procurement Services

2631 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

BSS: _____
PCA: 8/2/24 cc
SS Advertised: _____
BCC: _____

SOLICITATION WAIVER

This form is for requesting an exemption to a quote, bid, RFP or RFQ. If under \$50,000 will require County Administrator approval and if over \$50,000 the request will need BCC approval.

Date: 07/30/2024

Request Type:

- ☐ Bid Exemption
☐ Standardization of Product/Brand
☐ Sole Source Provider of Good/Service
☒ Piggyback Agency Pasco County with National Metering

Purchase is a ☐ 1 time or ☒ recurring purchase with this year's total expenditure estimated at \$ \$45000.00

**Reason This
Cannot Be Bid
By MCBCC:**

By piggybacking this contract, Marion County can utilize Pasco County's lower pricing to replace meter boxes and lids as well as changing out 1.5" & 2" water meters deemed in need of replacement.

**Project Manager
Signature:** _____

**Director
Signature:** _____ 7/31/24

***Procurement Use Only**

The following request is in accordance with the Procurement Manual, and meets the requirements to complete the exemption request and ☐ DOES ☒ DOES NOT require Board Approval.

PCA: Caley Conrad

**Procurement
Director:** 8-2-24

Do not sign below without prior signatures from Procurement Services above.

County Administrator
Please Select One

8-9-24
Signature



Office of Nikki Alvarez-Sowles, Esq. Pasco County Clerk & Comptroller

February 10, 2023

William Castle
National Metering Services, Inc.
163 Schuyler Avenue, Box 491
Kearny, NJ 37032

RE: Dual Check Valve Change Out Program Services
C36 UTOM23-0144

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of February 7, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Meaghan Legnini
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

AGREEMENT

THIS AGREEMENT is entered by and between **PASCO COUNTY, FLORIDA**, by and through its Board of County Commissioners (hereinafter called "Owner") and **National Metering Services, Inc.** (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Owner desires to retain Contractor to provide **As Needed Dual Check Valve Change Out Program Services**; and

WHEREAS, Owner has selected Contractor in accordance with competitive bidding procedures; and

WHEREAS, Contractor agrees to serve as Owner's Contractor for **As Needed Dual Check Valve Change Out Program Services** based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1 - WORK

The Contractor will be responsible to replace dual check valves, AMR/AMI Meters, Meter Boxes, Meter Lids and Endpoints, as per County's Standards.

ARTICLE 2 – OWNER'S REPRESENTATIVE

The Project is administered by:

Public Infrastructure
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 Except as otherwise specified herein, the Agreement shall remain in full force and effect upon Board of County Commissioners approval and continue through for **three years**, unless otherwise terminated or extended as provided in this

Agreement, subject to the Price Escalation terms described elsewhere herein, unless cancelled in writing by Pasco County and if funds are available.

- 3.2 In the event that a properly executed Work Order initiated within the initial term of the Agreement, or Addendum to such Work Order requires or expressly permits work to be performed by the Contractor after termination of this Agreement, such WORK ORDER or Addendum to such Work Order shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in the Work Order or Addendum to such Work Order.
- 3.3 Each Work Order will be completed within the time stipulated in the Work Order Form.
- 3.4 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed in the Work Order(s), the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 (\$100.00) for each calendar day after the date of completion listed in the Work Order. Default days will be counted in calendar days, excluding Sundays and legal holidays.

ARTICLE 4 - CONTRACT PRICE

- 4.1 The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents subject to the Not-to-Exceed amount of **\$9,224,359.00**, provided the County will also be using this funding allocation to pay another contractor who will be providing similar services under a separate contract.
- 4.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

ARTICLE 5 - CONFLICTS

- 5.1 To the extent there is a conflict regarding indemnification and contract term between the Instructions to bidders and this Agreement, the provisions of this Agreement will control.

ARTICLE 6 - TERMINATION OF AGREEMENT

- 6.1 In return for good and valuable consideration in the amount of \$100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its discretion and termination will be effective, with cause immediately or without cause after 30 days, after written notice has been

provided to the Contractor.

- 6.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Invitation to Bid.
- 8.3 Instructions to Bidders.
- 8.4 Conditions of Contract.
- 8.5 Proposal and Bid Forms.
- 8.6 Insurance Certificates.

- 8.7 Contract Forms.
- 8.8 Specifications.
- 8.9 Exhibits.
- 8.10 Addenda numbers 1 to 2 inclusive.
- 8.11 Documents submitted by Contractor prior to Notice of Award (Pages **34 to 45, List of Technicians, Bidders Major Equipment List, Bidder Questionnaire, License and Certification** inclusive).
- 8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

ARTICLE 9 - SUBCONTRACTORS

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 10 – INDEMNIFICATION

- 10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense:
 - (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and
 - (b) to the extent caused by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- 10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any

SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

- 10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.
- 10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.
- 10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of \$100.00, the sufficiency and receipt of which is hereby acknowledged.
- 10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful

misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 11 - MISCELLANEOUS

- 11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.
 - 11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.
 - 11.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.
 - 11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.

- 11.5 The Agreement will be governed by and construed under the laws of the State of Florida.
- 11.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.
- 11.7 During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.
- 11.8 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to Owner:

Pasco County Utilities
19420 Central Boulevard
Land O' Lakes, FL 34637

Attention: Branford N. Adumuah
Interim Assistant County Administrator,
Public Infrastructure

If to the Contractor:

National Metering Services, Inc.
116 Center Street
Daytona, FL 32117

Attention: William Castle, President

ARTICLE 12 – LAW COMPLIANCE

Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the date noted below.

CONTRACTOR,

WITNESS:



Richard Verdiramo, Vice President

Date: January 5, 2023

National Metering Services, Inc.

By: 

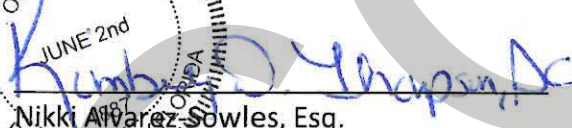
William Castle, President

Name

(SEAL)

ATTEST:




Nikki Alvarez-Sowles, Esq.

Pasco County Clerk & Comptroller

PASCO COUNTY, FLORIDA

By: 

Jack Mariano, Chairman

APPROVED
IN SESSION

FEB 07 2023

PASCO COUNTY
BCC

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF New Jersey

}

} ss

COUNTY OF Hudson

}

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 5th day of January, 2023, by [as applicable, complete one of the choices below]:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] William Castle, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] National Metering Services, Inc., a [check one] ☒ corporation ☐ limited liability company, organized under the laws of [State] New Jersey, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____, a [State] _____ partnership.

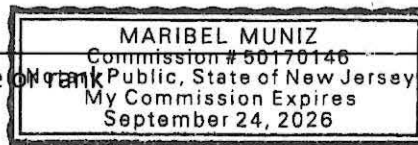
Said person is personally known to me or has produced Driver License as identification on behalf of [Name, or Name of Corporation, Company, Partnership as applicable]:

Signature of person taking acknowledgment

Maribel Muniz

Name typed, printed or stamped

Title or rank



Serial number (if any)

National Metering

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
1.	1000	Dual Check Backflow Preventer / 1 Replacement – Labor Only (as per Specifications)	Each	\$90.00	\$90,000.00
2.	250	Complete change out ¾" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$105.00	\$26,250.00
3.	250	Complete change out 1.0" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$105.00	\$26,250.00
4.	3000	Complete change out ¾" AMR/AMI Meter w/ Endpoint and replacement of existing ¾"-1.0" Dual Check	Each	\$78.00	\$234,000.00
5.	500	Complete change out 1.0" AMR/AMI Meter w/ Endpoint and replacement of existing ¾"-1.0" Dual Check	Each	\$78.00	\$39,000.00
6.	500	Change out – Remove and replacement of Endpoint only and installation of new ¾"-1.0" Dual Check	Each	\$70.00	\$35,000.00
7.	500	Change out – Remove and replacement of Endpoint only and change out of existing ¾"-1.0" Dual Check	Each	\$70.00	\$35,000.00
8.	500	Change out – Remove and replacement of Potable Meter Endpoint only	Each	\$38.00	\$19,000.00

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
9.	500	Change out – Remove and replacement of Reclaim Meter Endpoint only	Each	\$49.00	\$24,500.00
10.	500	Retro fit – consist of installation of new ¾"-1.0" Dual Check Valve on existing meter	Each	\$90.00	\$45,000.00
11.	14000	Complete change out – Consist of ¾" Potable AMR/AMI Meter with Endpoint	Each	\$49.00	\$686,000.00
12.	3000	Complete change out – Consist of ¾" Reclaim AMR/AMI Meter with Endpoint	Each	\$49.00	\$147,000.00
13.	100	Complete change out – Consist of 1.0" Potable AMR/AMI Meter with Endpoint	Each	\$49.00	\$4,900.00
14.	100	Complete change out – Consist of 1.0" Reclaim AMR/AMI Meter with Endpoint	Each	\$49.00	\$4,900.00
15.	100	Complete change out – Consist of 1.5" Potable AMR/AMI Meter with Endpoint	Each	\$115.00	\$11,500.00
16.	100	Complete change out – Consist of 1.5" Reclaim AMR/AMI Meter with Endpoint	Each	\$115.00	\$11,500.00
17.	100	Complete change out – Consist of 2.0" Potable AMR/AMI Meter with Endpoint	Each	\$120.00	\$12,000.00
18.	100	Complete change out – Consist of 2.0" Reclaim AMR/AMI Meter with Endpoint	Each	\$120.00	\$12,000.00

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
19.	1500	Replace Meter Box	Each	\$ <u>30.00</u>	\$ <u>45,000.00</u>
20.	10000	Labor Only – Manual Meter Reading AMR/AMI	Each	\$ <u>1.00</u>	\$ <u>10,000.00</u>
21.	10000	Labor Only – Verification of Meter Serial Numbers and End Points AMR/AMI	Each	\$ <u>1.00</u>	\$ <u>10,000.00</u>
22.	1	Annual Contingency Allowance for Materials/Parts/3 rd Party Services not covered within these specifications. Authorization in writing, by the Pasco County Representative, is required, prior to start of the work.	Each	\$500,000.00	\$500,000.00
GRAND TOTAL					\$ <u>2,028,800.00</u>

Start Work 10 calendar days upon receipt of Notice to Proceed

For hard copies, it is not necessary to return every page of this document with the bid; return only the pages that require signatures or information as listed.

Pasco County reserves the right to award multiple and different bidders for each completed section with qualifications submitted with this bid form.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19557

Agenda Date: 7/1/2025

Agenda No.: 7.4.3.

SUBJECT:

Request Approval of Change Order 2 to Purchase Order 2500776: 25Q-002 SW 40th Ave/SW 49th Ave Phase 1 - Art Walker Construction, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of \$875,112)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On December 17, 2024, the Board approved a contract with Art Walker Construction, Inc., for a design-build project. The work includes completing the existing 90% design plans and constructing Phase 1 of the SW 40th Ave/SW 49th Ave Corridor (SW 66th St to SW 43rd Street Rd). Purchase Order (PO) 2500776 was issued for the work, totaling \$16,889,149.20.

Throughout the term of the project, Change Order 1 was released to add \$2,195,280.22 to cover the construction of new gravity sewer mains in 8-inch, 10-inch, and 12-inch diameters; relocating an existing sewage pump station; installation of a new 16-inch water main; adjustment of select valve boxes and manhole covers; relocating fire hydrant assemblies on existing water mains; relocating an existing water main; and relocating a section of the existing 6-inch force main along S.R. 200.

Change Order 2 requests to add \$875,112 to cover tasks needed to continue the project as specified in the proposal from Art Walker Construction, Inc. Task A: Design, permitting and construction for site improvement for SPX Flow property; Task B: Median revisions and construction along SW 40th/49th Ave; Task C: Design plan modification for SW 66th St at SW 49th Ave intersection; Task D: Re-design Pond B-2 to eliminate joint use conditions; Task E: Assistance to County Attorney's Office for eminent domain support; Task F: Provide update to County's Preliminary Engineering Report (PER) for Pond B-2 Re-Design. These changes are required to address the outcomes of right-of-way negotiations and eminent domain proceedings, while maintaining project continuity and minimizing potential legal costs.

Attached for review is a copy of Change Order 2 and the proposal by Art Walker Construction, Inc. Upon approval at today's meeting, the Change Order will be presented to the Chairman and the Clerk for signature.

BUDGET/IMPACT:

Neutral; additional expenditure of \$875,112, bringing the project's total cost to \$19,959,541.42. Funding is available in line GB772541-563512 (Impact Fee - West District).

RECOMMENDED ACTION:

Motion to approve, authorize the Chairman and Clerk to execute, and allow staff to process Change Order 2 to Purchase Order 2500776 for Art Waker Construction, Inc. under 25Q-002.

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 digitally signed form to **Procurement@marionfl.org**

Date: 6/17/2025 Department: Office of County Engineer Change Order #: 2

☐ Additional Days Only

Is Board Action Required? Yes ☐ No ☐ N/A ☐

Contractor/Vendor (Name & Address):

Art Walker Construction Inc
PO Box 267
Lowell, FL 32663-0267

Bid/Contract/Quote Number & Project Title:

25Q-002 STC073804 - SW 40th Ave/SW 49th Ave Phase I

PO Number: 2500776

Contract Amount: \$ 16,889,149.20

GL Account Number (ORG/OBJECT):

GB772541-563512

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☐ N/A ☐

Project Account Number (If applicable):

TIP073804-TIP ROADS-EXPANS CNS-760

Is the change order amount from Contingency? Yes ☐ No ☐

Requesting Amount of Contingency:

JUSTIFICATION & DESCRIPTION OF CHANGE

Change Order request for Task A-F. Task A: Design, permitting and construction for site improvement for SPX Flow property; Task B: Median revisions and construction along SW 40/49th Ave; Task C: Design plan modification for SW 66th St at SW 49th Ave intersection; Task D: Re-design Pond B-2 to eliminate joint use conditions; Task E: Assistance to County Attorney's Office for eminent domain support; Task F: Provide update to County's PER for Pond B-2 Re-Design.

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE*

Original Ordered Amount: \$16,889,149.20

Current Ordered Amount (Not the balance): \$19,084,429.42

The PO will be increased/decreased by this change order in the amount of: \$ 875,112.00
(Do not put contingency amount) ☒ Increase ☐ Decrease

The new PO amount including this change order will be: \$19,959,541.42
(PO amount will not change if it comes from contingency)(auto calculated)

Contract time will be Increased/decreased by DAYS

Prior Substantial Completion Date: Revised Substantial Completion Date: NA

Prior Final Completion Date: Revised Final Completion Date: NA

Approval:

Douglas R. Hunter 6/17/25
Director/Designee Date

Wendy Hunter 6/17/25
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

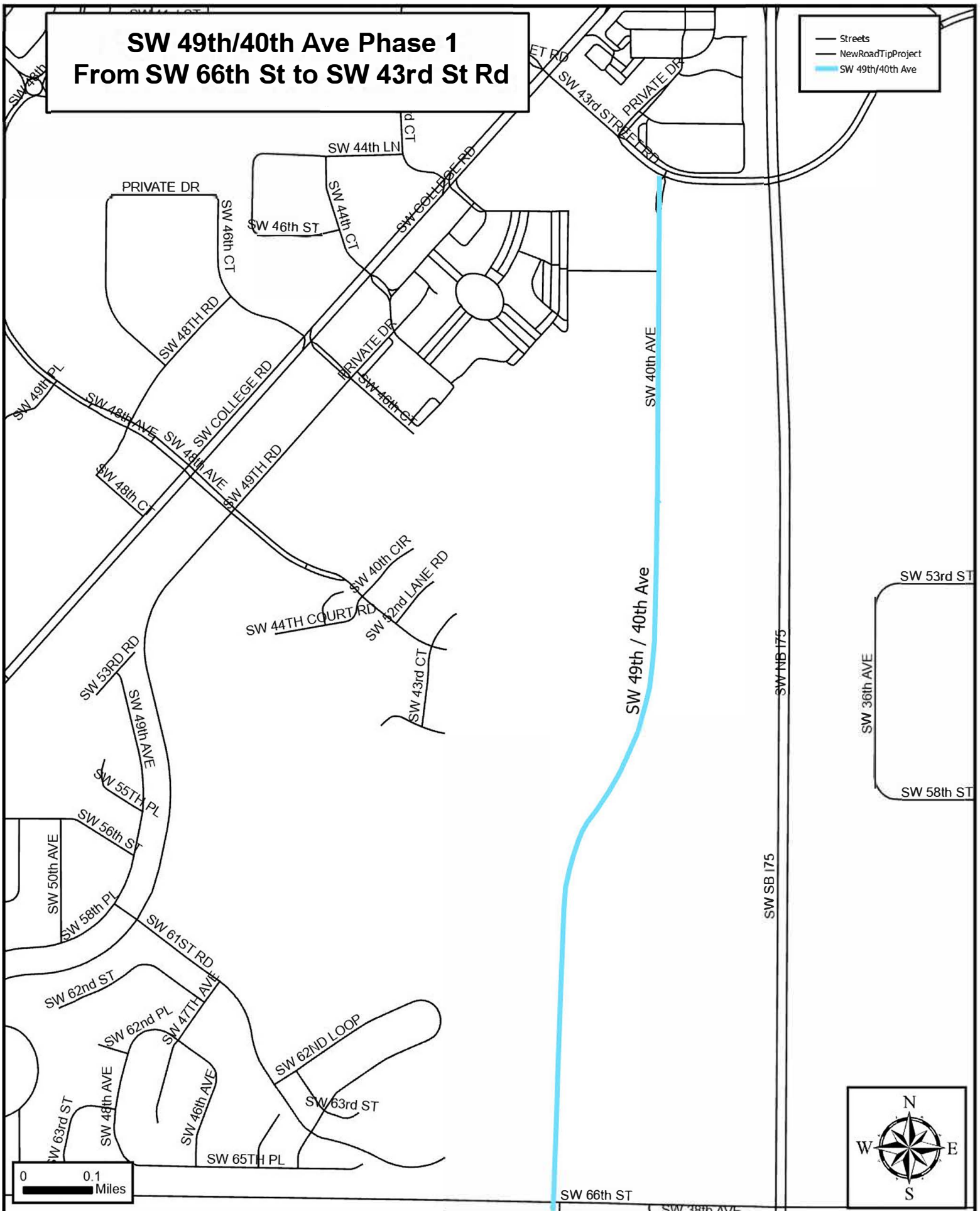
Reset Form

Email Form

Revised 10/2024

SW 49th/40th Ave Phase 1 From SW 66th St to SW 43rd St Rd

— Streets
— NewRoadTipProject
— SW 49th/40th Ave



0 0.1 Miles



Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

KR:7/24/2023



DESIGN-BUILD SCOPE OF WORK AND FEES – Additional Services

Project Name: SW 40th Ave/SW 49th Ave Phase 1 Project (from SW 66th St. to SW 43rd St. Rd.)

Task A – Design, Permitting and Construction for Site Cure Improvements for SPX FLOW Property

Task B – Median Revisions and Construction along SW 40th/49th Ave (Due to R/W Negotiations)

Task C – Design Plan Modifications – SW 66th St. at SW 49th Ave. Intersection

Task D – Re-Design Pond B-2 (Eliminate joint-use conditions)

Task E – Assistance to County Attorney's Office (for Eminent Domain Support)

Task F – Provide Update to County's PER Report for Pond B-2 Re-Design

BACKGROUND

Marion County (COUNTY) has contracted with Art Walker Construction, Inc. (AWCI) who is teamed with Infrastructure Consulting & Engineer, LLC (ICE) (DESIGN subconsultant) as the DESIGN-BUILD FIRM to provide engineering, permitting and construction services for improvements to SW 40th Avenue/49th Avenue from SW 66th Street to SW 43rd Street. These services were solicited in the solicitation titled RFQ#: 25Q-002.

Task A Background - During the right-of-way acquisition phase from property owned by Industrial Technologies & Services Americas, Inc. (OWNER) (site business is called SPXFLOW at 4647 SW 40th Ave., Ocala FL 34474) the proposed roadway improvements for SW 40th Ave/SW 49th Ave. Phase 1 impacted the existing driveway access for employees, deliveries and their parking on the site. A cure plan was agreed upon by the County and the property owner to mitigate the impacts. Task A identified below indicates the scope of work to be added to the existing contract for the additional design, permitting and construction of the cure plan to be included in the overall project.

Task B Background – During the design phase of the project, Marion County requested that the previously prepared roadway plans be modified to provide full-access median openings (at approx. Sta 189+70 and 203+00) and a directional left-turn lane at Sta 182+50. These were requested by the property owner, 42nd Street Flyover LLC, as part of the right-of-way acquisition negotiations with Marion County.

Task C Background – The County has requested that the Design-Build Firm take over the Engineer-of-Record duties for the design and permitting of the Intersection Improvements of SW 66th Street at SW 49th Avenue. ICE will be responsible to update the previously-prepared construction plans as required to meet the project design requirements and permitting activities. This task is for additional design services only and there are no additional costs for construction.

Task D Background – Due to the property acquisition difficulties where the proposed pond B-2 was designed as shown in the 95% plans, the County is requesting the Design-Build Firm to modify the design and eliminate the current joint-use conditions with the adjacent property owner.

Task E Background – The County has requested additional assistance be provided by the Design-Build Firm to provide supplemental support to the County Attorney's Office for Eminent Domain proceedings as now required to complete the right-of-way acquisitions for the project.



PURPOSE

The purpose of this document is to describe the scope of work and the responsibilities of the DESIGN-BUILD FIRM for the performance of Additional Services further described below:

Task A – SPX FLOW Site Plan Cure Design/Permitting and SW 40th Ave Revisions

1. SPX FLOW Conceptual Site Plan – Engineering Design work by Rogers Engineering, LLC

- a. Prepare Conceptual Site Plan for the removal of three existing driveways and portions of the existing parking lot, and a new driveway at the location directly across from the private drive to the Market Street at Heath Brook mall. The existing parking area for employees will be reconfigured in a similar arrangement to the 2017 Site Plan for Parking Lot Modifications by Rogers Engineering, LLC.
- b. Provide the Conceptual Site Plan to the owner's attorney and attend meetings with the owner or owner's representative as needed to obtain owner's comments.
- c. Make revisions as required to satisfy owner's comments and obtain owner's approval.
- d. Submit the Conceptual Site Plan to the City of Ocala and attend a pre-application meeting with the City staff to discuss staff comments and/or concerns.
- e. Make revisions as required to satisfy City staff comments.

2. SPX FLOW Major Site Plan Preparation - Engineering Design work by Rogers Engineering

- a. Prepare Major Site Plan in accordance with City of Ocala regulations, including but not limited to a demolition plan, paving & grading plan, geometry & striping plan, landscaping & irrigation plan and construction details.
- b. Prepare drainage calculations for the amount of stormwater run-off to be discharged to the proposed four lane roadway.
- c. Submit application, site plan review fee, plans and supporting information to the City of Ocala.
- d. Make any revisions necessary to satisfy City staff comments and attend all meetings required to obtain City approval.

3. SPX FLOW - SW 40th/49th Ave. Roadway Plans Revisions and Permitting – Infrastructure Consulting & Engineering, LLC (ICE)

- a. Project Administration – ICE will coordinate with Rogers Engineering to incorporate the site plan improvements into the roadway project. These efforts will include reviews of the site plans, meetings as required, task schedule and other administrative duties as required.
- b. Roadway Analysis/Plans – ICE will revise the roadway design and plans to layout the new driveway location. The proposed driveway profile will be coordinated with the site plan. This work also includes revision to the medians directly in front of the SPX property. A new typical section (a short 5-lane section to provide ingress/egress for both SPX and the private drive to the mall) will be required for the roadway design. Roadway cross-sections will also be revised. This task includes a field meeting and a meeting with the County.
- c. Drainage Analysis/Plans – ICE will coordinate with the drainage design of the site improvements and will make accommodations within the proposed roadway stormsewer system to receive and convey the site runoff to the applicable project outfalls. Revisions to the roadway stormsewer and/or stormwater pond will be made if necessary. These tasks



include updating the drainage calculations, plans and permit documents. A meeting with the site engineer and the SWFWMD permit reviewer is included.

- d. Permitting – ICE will coordinate with the site engineer and SWFWMD to include the site improvements in the permitting for the SW 40th/49th Ave. project.
- e. Signing & Pavement Marking (SPM) Analysis/Plans – The SPM plans will require revisions to accommodate the revised SPX entrance location and the 5-lane typical section. Proper signage and pavement markings will be designed and shown on the SPM plans.

4. SPX FLOW Site Plan Cure Construction – Art Walker Construction, Inc. (AWCI)

- a. The construction of the proposed site improvements will be included in the proposed SW 40th/49th Ave. Phase 1 project. The plans prepared by Rogers Engineering under the Major Site Plan item 2 above will be utilized by AWCI for construction purposes.
- b. Additional work required by the cure plan will require an additional 45 days added to the contract with no impact to the roadway schedule.

Task B – Median Revisions along SW 40th/49th Ave (Due to R/W Negotiations) - Infrastructure Consulting & Engineering, LLC (ICE)

1. Median Design- Infrastructure Consulting & Engineering, LLC (ICE)

- a. Roadway Analysis/Plans – ICE will revise the roadway design and plans roadway plans be modified to provide full-access median openings (at approx. Sta 189+70 and 203+00) and a directional left-turn lane at Sta 182+50. These were requested by the property owner, 42nd Street Flyover LLC, as part of the right-of-way acquisition negotiations with Marion County. The roadway plan views will be revised to show the modified design and the cross-sections and driveway sections will also be revised.
- b. Signing & Pavement Marking (SPM) Analysis/Plans – The SPM plans will require revisions to accommodate the revised median configurations. The proper signage and pavement markings will be designed and shown on the SPM plans.

2. Median Construction- Art Walker Construction Inc. (AWCI)

- a. Roadway- Additional subgrade, limerock, asphalt and 6' separator needed to construct additional/revised turnlanes.
- b. Additional work required by the turn lanes will require an additional 20 days added to the contract.

Task C – Design Plan Modifications – SW 66th St. at SW 49th Ave. Intersection

- a. Drainage calculations will be performed to size the stormsewer system for the project in accordance with Marion County requirements and SWFWMD requirements.
- b. Roadway Plans and Signal Plans Revisions – ICE will review and make plans changes (if required) to meet applicable standards for the project. Revisions at a minimum will include: A small section of SW 66th St. on the east and west ends will be shown as milling/resurfacing on a revision to the roadway plan-profile sheet. A new typical section will be developed and prepared to be added to the plans. The existing roadway cross-section sheets will be revised to reflect the milling/resurfacing.
- c. ICE will perform as the Engineer-of-Record (EOR) for the intersection improvement plans and will provide signed/sealed plans with the overall project 100% submittal and for permitting activities.



- d. ICE will review applicable shop drawings for the project as EOR and will provide copies to the County for record-keeping.
- e. ICE will coordinate with Marion County on the proposed plans changes identified above.

Task D – Re-Design Pond B-2 (remove joint-use)

- a. Drainage calculations will be performed to revise the size of the pond without the inclusion of the B&H Apartments drainage.
- b. Roadway Plans Revisions – The proposed revised pond will be located outside of the proposed B&H Apartments site improvements (as shown in ERP permit #2525.007) in an area on the southwest corner of the property. The layout will provide a small berm (12 feet wide) between the proposed revised roadway pond and the proposed site pond). Revisions will be made to applicable plan sheets.
- c. Coordination with the County on the layout of the pond will be performed before finalizing the pond design.

Task E - Assistance to County Attorney's Office (for Eminent Domain Support)

- a. ICE Engineer-of-Record will provide support by participating both the pre-hearing meetings and the Order of Taking Hearings which have been scheduled for the remaining right-of-way acquisition parcels.
- b. ICE will prepare plan exhibits requested by the Attorney's Office identifying the parcels to be acquired on aerial-based plan exhibits meeting the requirements of the County.
- c. Coordination with the County on right-of-way acquisition activities will also be provided.

Task F – Updating the County's PER for Pond B-2 Revision

- a. ICE will provide an amendment to the County's 2010 PER Report (Pond Siting Report) to include the Pond B-2 Revision as another pond site alternative.
- b. ICE will provide the County with presentation slides (per County's direction) to update the Marion County BOCC on the amendment and pond site alternative.

Project Design Schedule Revision – The additional design work efforts identified above will impact the completion of the 100% construction plans. To complete design tasks A thru D, an additional 45 calendar days are required to be added to the overall contract schedule.

PROVISIONS FOR WORK

- A. Governing Documents:** the following documents (latest version) will be utilized in the development of the proposed roadway design plans:

See the manuals and guidelines included in section 6.1 of the RFQ # 25Q-002.

For the Site Plan Cure Construction plans, the plans shall be prepared to meet the City of Ocala land development requirements.

**Art Walker Construction, Inc.**

P.O. Box 267 • Lowell, FL 32663

Phone: 352-629-1466

Email: office@artwalkerconstruction.com

FEE

The DESIGN-BUILD FIRM will perform the services described above as follows (Lump Sum):

Task A, 1. SPX FLOW Conceptual Site Plan	=	<u>\$ 6,000</u>	LUMP SUM
Task A, 2. SPX FLOW Major Site Plan Preparation	=	<u>\$ 29,400</u>	LUMP SUM
Task A, 3. SPX FLOW - SW 40th/49th Ave. Roadway Plans Revisions and Permitting	=	<u>\$ 58,878</u>	LUMP SUM
Task A, 4. SPX FLOW Site Plan Cure Construction	=	<u>\$ 521,395.00</u>	LUMP SUM
Task B, 1. Median Revisions along SW 40th/49th Ave (Due to R/W Negotiations)	=	<u>\$ 13,278</u>	LUMP SUM
Task B, 2. Median Revision Construction	=	<u>\$ 73,523.00</u>	LUMP SUM
Task C – Design Plan Modifications – SW 66th St. at SW 49th Ave. Intersection	=	<u>\$ 85,428</u>	LUMP SUM
Task D – Re-Design Pond B-2 (remove joint-use)	=	<u>\$ 41,760</u>	LUMP SUM
Task E – Assistance to County Attorney (Eminent Domain)	=	<u>\$ 28,890</u>	LUMP SUM
Task F – Update to County's PER (Pond B-2 Revision)	=	<u>\$ 16,560</u>	LUMP SUM
Additional Services #1 Grand Total	=	<u>\$ 875,112.00</u>	LUMP SUM

Services provided under this Additional Services will be invoiced monthly based upon the percentage of services performed or actual services performed. All invoices will include a description of the services provided.

ART WALKER CONSTRUCTION, INC.

BY:

Tarrah Walker

TITLE: Vice President

DATE:

5/15/25

STANDARD FIXED PRICE AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

This Standard Fixed Price Agreement Between Owner and Design-Builder (this "Agreement") made by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "OWNER") and **Art Walker Construction, Inc.**, located at 2889 NW 63rd Street, Ocala, FL 34475, possessing FEIN# 59-3417034 (hereinafter referred to as the "DESIGN-BUILDER") under seal for **SW 40th Ave/SW 49th Ave Phase I** (hereinafter referred to as the "Project"). OWNER and DESIGN-BUILDER hereby agree as follows:

ARTICLE 1 THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

The contract between OWNER and DESIGN-BUILDER, of which this Agreement is a part, consists of the Contract Documents. This Agreement shall be effective on the date of the last signature below.

1.2 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Specifications, the Drawings, all Work Orders/Notices of Change, and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Marion County Bid #25Q-002 – SW 40th Ave/SW 49th Ave Phase I, 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, Notice to Proceed

1.3 THE CONTRACT PRICE

OWNER shall pay, and DESIGN-BUILDER shall accept, as full and complete payment for all of the Work required herein, the sum of **Fifteen Million, Three Hundred and Fifty Three Thousand, Seven Hundred and Seventy Two with Zero Cents (\$15,353,772.00)**. The sum set forth in this Paragraph shall constitute the "Contract Price," which shall not be modified except by Change Order as provided in this Agreement.

1.4 ENTIRE AGREEMENT

The Contract Documents constitute the entire and exclusive agreement between OWNER and DESIGN-BUILDER and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by a writing.

1.5 NO PRIVACY WITH OTHERS

Nothing contained in the Contract Documents shall create, or be interpreted to create, privacy or any other contractual agreement between OWNER and any other person or entity other than DESIGN-BUILDER.

1.6 INTENT AND INTERPRETATION

- 1.6.1 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 DESIGN-BUILDER for the Contract Price.
- 1.6.2 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.
- 1.6.3 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.
- 1.6.4 The words "include," "includes," or "including," as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation."
- 1.6.5 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.

- 1.6.6 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.
- 1.6.7 DESIGN-BUILDER 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 OWNER of any inconsistency, ambiguity, error or omission which DESIGN-BUILDER may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by OWNER of the Contract Documents, Shop Drawings, or Product Data shall not relieve DESIGN-BUILDER of the continuing duties imposed hereby, nor shall any such approval be evidence of DESIGN-BUILDER's compliance with this Agreement.
- 1.6.8 DESIGN-BUILDER shall prepare the Final Construction Drawings and Construction Specifications for the Project and they are to be accurate, adequate, consistent, coordinated and sufficient for construction. By the execution hereof, DESIGN-BUILDER acknowledges and represents that it has received, reviewed and carefully examined the Conceptual Bid documents provided by OWNER and has found them to be complete, generally accurate, adequate, consistent, coordinated and sufficient to develop final documents for construction. DESIGN-BUILDER has not, does not, and will not rely upon any representation or warranties by OWNER concerning such documents as no such representation or warranties have been or are hereby made.
- 1.6.9 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.
- 1.6.10 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 DESIGN-BUILDER in dividing the Work or in establishing the extent or scope of the Work to be performed by subcontractors.

1.7 OWNERSHIP OF CONTRACT DOCUMENTS

The drawings, specifications, documentation, and electronic data furnished by DESIGN-BUILDER are design work product. OWNER shall keep copies of all design work product for record. DESIGN-BUILDER agrees that all design work product may be used by OWNER or others on other projects, for additions on this Project, or for completion of this Project by others, granting unlimited license to OWNER for that use.

ARTICLE II THE WORK

- 2.1 DESIGN-BUILDER shall perform all of the Work required, implied or reasonably inferable from the Contract Documents.
- 2.2 The term "Work" shall mean whatever is done by or required of DESIGN-BUILDER to perform and complete its duties under the Contract Documents, including the following: design, permitting, and 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, appliances, facilities, tools, transportation, storage, power, permits and licenses required of DESIGN-BUILDER, fuel, heat, light, cooling and all other utilities as required by this Agreement. The Work to be performed by DESIGN-BUILDER is generally described in 15P-161, according to the plans and specifications furnished by OWNER.

ARTICLE III CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

- 3.1.1 DESIGN-BUILDER shall be expected to start work on date of the Notice to Proceed. DESIGN-BUILDER shall be issued the Notice to Proceed after all Contract Documents are filed and recorded to OWNER's satisfaction and permits issued and shall achieve Final Completion of the Work **no later than 552 calendar days**. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Completion Time, shall constitute the "Contract Time."
- 3.1.2 No Work is permitted during any holiday, weekend day or outside the established workday timeframe, unless approved by OWNER forty-eight (48) hours in advance. Failure to complete Work within the

Contract Time will result in the imposition of liquidated damages per calendar day of delay. At the Pre-Construction Conference, DESIGN-BUILDER shall submit a schedule for performing the Work. The schedule shall be within the Contract Time allotted for this Project and shall include tentative dates of performance. The Notice to Proceed will not be issued until all required documentation is received by OWNER. Time shall begin for each Phase upon issuance of a Notice to Proceed by OWNER.

- 3.1.3 Beginning on the first date after scheduled Substantial Completion, Liquidated Damages shall accrue at **\$4,687 per day**. When OWNER reasonably believes that Substantial Completion will be inexcusably delayed, OWNER shall be entitled, but not required, to withhold from any amounts otherwise due DESIGN-BUILDER an amount then believed by OWNER to be adequate to recover liquidated damages applicable to such delays. If and when DESIGN-BUILDER overcomes the delay in achieving Substantial Completion, or any party thereof, for which OWNER has withheld payment, OWNER shall promptly release to DESIGN-BUILDER those funds withheld, but no longer applicable, as liquidated damages.

3.2 TIME IS OF THE ESSENCE

All limitations of time set forth in the Contract Documents are of the essence in this Agreement.

ARTICLE IV INSURANCE

4.1 INSURANCE

- 4.1.1 **PROVISIONS FOR INSURANCE:** DESIGN-BUILDER shall purchase and maintain at its own expense, during the term of this Agreement the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to OWNER:

SCHEDULE	LIMITS
Workers' Compensation	Florida Statutory Coverage
Employers Liability.....	\$100,000. Each Accident
(including Appropriate Federal Acts)...	\$500,000. Disease Policy Limit
	\$100,000. Each Employee/Disease
Commercial General Liability	\$2,000,000. General Aggregate
Premises-Operations.....	\$2,000,000. Products/Comp Ops
Aggregate Products-Completed	
Operation.....	\$1,000,000
Personal/Advertising Injury Blanket	
Contractual Liability.....	\$1,000,000. Each Occurrence
Independent Contractors.....	\$50,000. Fire Damage
	\$5,000. Medical

("Marion County, a political subdivision of the State of Florida" shall be named as an additional insured under all of the above coverages.)

Auto Liability.....	\$1,000,000. CSL
All autos-owned, hired or no-owned (Symbol 1 Coverage)	
Umbrella Liability.....	\$1,000,000. Per Occurrence
	\$2,000,000. Aggregate
Professional Liability.....	\$1,000,000. (Project Specific)
(Errors & Omissions)	
DESIGN-BUILDER's	
Pollution Liability.....	\$1,000,000. Per Loss
	\$2,000,000. Annual Aggregate

ARTICLE V
PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

Within ten (10) calendar days of the receipt of Work and Scope of Services for each Phase or Project, DESIGN-BUILDER shall submit to OWNER a Schedule of Values allocating the Contract Price to the various portions of the Work. Each Schedule of Values shall be prepared in such form, with such detail, and supported by such data as OWNER may require substantiating its accuracy. DESIGN-BUILDER shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by DESIGN-BUILDER shall constitute a material breach of this Agreement. The Schedule of Values shall be used only as a basis for DESIGN-BUILDER's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by OWNER. Additionally, the accuracy of the quantity calculations in the Schedule of Values is the responsibility of DESIGN-BUILDER.

5.2 PAYMENT PROCEDURE

- 5.2.1 OWNER shall pay the Contract Price, by making progress payments to DESIGN-BUILDER as provided below.
- 5.2.2 **PROGRESS PAYMENTS** – Based upon DESIGN-BUILDER's Application for Payment submitted to OWNER and upon Certificates for Payment, OWNER shall make progress payments to DESIGN-BUILDER on account of the Contract Price.
- 5.2.3 On or before the 20th day of each month after commencement of the Work, DESIGN-BUILDER shall submit an Application for Payment for the period ending the last working day of the month to OWNER in such form and manner, and with such supporting data and content, as OWNER may require. Therein, DESIGN-BUILDER may request payment for ninety-five percent (95%) of that portion of the Contract Price properly allocable to Agreement requirements properly provided, labor, materials and equipment properly incorporated in the Work plus ninety-five percent (95%) of that portion of the Contract Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by OWNER) for subsequent incorporation in the Work, less the total amount of previous payments received from OWNER. Amount of retainage withheld to be no less than five percent (5%), but no more than ten percent (10%) will be at OWNER's discretion.
- (a.) Payment for stored materials and equipment shall be conditioned upon DESIGN-BUILDER's proof satisfactory to OWNER, that OWNER has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by DESIGN-BUILDER and shall constitute DESIGN-BUILDER's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Agreement, and that DESIGN-BUILDER knows of no reason why payment should not be made as requested. Thereafter, OWNER 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.
- (b.) OWNER shall make progress payments on account of the Contract Price to DESIGN-BUILDER within thirty (30) days following the OWNER's receipt of each Application for Payment. The amount of each progress payment shall be the amount certified for payment by OWNER less such amounts, if any, otherwise owing by DESIGN-BUILDER to OWNER or which OWNER shall have the right to withhold as authorized by this Agreement. OWNER's certification of DESIGN-BUILDER's Application for Payment shall not preclude OWNER from the exercise of any of its rights as set forth herein below.
- 5.2.4 DESIGN-BUILDER warrants that title to all Work covered by an Application for Payment will pass to OWNER no later than the time of payment. DESIGN-BUILDER further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from OWNER shall be free and clear of liens, claims, security interest or other encumbrances in favor of DESIGN-BUILDER or any other person or entity whatsoever.
- 5.2.5 DESIGN-BUILDER shall promptly pay each subcontractor out of the amount paid to DESIGN-BUILDER on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event OWNER becomes informed that DESIGN-BUILDER has not paid a subcontractor as herein provided, OWNER shall have the right, but not the duty, to issue future checks in payment to DESIGN-BUILDER

of amounts otherwise due hereunder naming DESIGN-BUILDER and such subcontractor as joint payees. Such joint check procedure, if employed by OWNER, 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 OWNER to repeat the procedure in the future.

- 5.2.6 No progress payment, nor any use or occupancy of the Project by OWNER, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

5.3 WITHHELD PAYMENT

- 5.3.1 OWNER may decline to make payment, may withhold funds, and, if necessary, demand the return of some or all of the amounts previously paid to DESIGN-BUILDER, to protect OWNER from loss because of:

- (a.) defective Work not remedied by DESIGN-BUILDER nor, in the opinion of OWNER, likely to be remedied by DESIGN-BUILDER;
- (b.) claims of third parties against OWNER or OWNER's property or reasonable evidence indicating probable filing of such claims;
- (c.) failure by DESIGN-BUILDER to pay subcontractors or others in a prompt and proper fashion;
- (d.) evidence that the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Contract Price;
- (e.) evidence that the Work will not be completed in the time required for Substantial Completion or final completion;
- (f.) persistent failure to carry out the Work in accordance with the Contract Documents; or,
- (g.) damage to OWNER or a third party to whom OWNER is, or may be, liable.

- 5.3.2 In the event OWNER makes written demand upon DESIGN-BUILDER for amounts previously paid by OWNER as contemplated in this Subparagraph, DESIGN-BUILDER shall promptly comply with such demand.

5.4 UNEXCUSED FAILURE TO PAY

If within ten (10) days after the date established herein for payment to DESIGN-BUILDER by OWNER, without cause or basis hereunder, fails to pay DESIGN-BUILDER any amount then due and payable to DESIGN-BUILDER, then DESIGN-BUILDER may after seven (7) additional days written notice to OWNER and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from OWNER 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.

5.5 SUBSTANTIAL COMPLETION

- 5.5.1 When DESIGN-BUILDER believes that the Work is substantially complete, DESIGN-BUILDER shall submit to OWNER a list of items to be completed or corrected. When OWNER 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 OWNER and DESIGN-BUILDER for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which DESIGN-BUILDER shall complete the items listed therein. Upon Substantial Completion of the Work, and execution by both OWNER and DESIGN-BUILDER of the Certificate of Substantial Completion, OWNER shall pay DESIGN-BUILDER an amount sufficient to increase total payments to DESIGN-BUILDER to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by OWNER for completing all incomplete Work, correcting and bring into conformance all defective and nonconforming Work, and handling all unsettled claims.

- 5.5.2 "Substantial Completion" shall mean that date in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that OWNER can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

5.6 COMPLETION AND FINAL PAYMENT

- 5.6.1 Close Out is defined as having all work complete, all Punch list items corrected, As-Built Survey submitted, Final Inspection complete (and accepted), and Final Releases of Liens and Final Invoice submitted. When all of the Work is finally complete and DESIGN-BUILDER is ready for a final inspection, it shall notify OWNER thereof in writing. Thereupon, OWNER will make final inspection of

the Work and, if the Work is complete in full accordance with the Contract Documents and this Agreement has been fully performed, OWNER will promptly issue a final Certificate for Payment certifying that the Project is complete and DESIGN-BUILDER is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Agreement. If OWNER is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, DESIGN-BUILDER shall bear the cost of such repeat final inspection(s) which cost may be deducted by OWNER from DESIGN-BUILDER's final payment.

- 5.6.2 If DESIGN-BUILDER fails to achieve final completion on or before **36** days after the Substantial Completion date, DESIGN-BUILDER shall pay OWNER 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 DESIGN-BUILDER shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by OWNER. When OWNER reasonably believes that final completion will be inexcusable delayed, OWNER shall be entitled, but not required, to withhold from any amounts otherwise due DESIGN-BUILDER an amount then believed by OWNER to be adequate to recover liquidated damages applicable to such delays, if any. When DESIGN-BUILDER overcomes the delay in achieving final completion, or any part thereof, for which OWNER has withheld payment, OWNER shall promptly release to DESIGN-BUILDER those funds withheld, but no longer applicable, as liquidated damages.
- 5.6.3 DESIGN-BUILDER shall not be entitled to final payment unless and until it submits to OWNER its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which OWNER, or OWNER's property might be responsible, have been fully paid or otherwise satisfied. Releases and waivers of lien from all subcontractors of DESIGN-BUILDER who filed a Notice to Owner with OWNER and all other parties required by OWNER including consent of surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by OWNER, DESIGN-BUILDER shall furnish a bond satisfactory to OWNER to discharge any such lien or indemnify OWNER from liability.

ARTICLE VI OWNER

6.1 INFORMATION, SERVICES AND ITEMS REQUIRED FROM OWNER

- 6.1.1 OWNER shall furnish to DESIGN-BUILDER, 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 DESIGN-BUILDER only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, OWNER 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. OWNER shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.
- 6.1.2 Excluding permits and fees normally the responsibility of DESIGN-BUILDER, OWNER 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.
- 6.1.3 OWNER shall furnish DESIGN-BUILDER, free of charge, four (4) copies of the Contract Documents for execution of the Work. DESIGN-BUILDER will be charged, and shall pay OWNER, all actual costs for each additional set of Contract Documents which DESIGN-BUILDER may require.

6.2 RIGHT TO STOP WORK

If DESIGN-BUILDER persistently fails or refuses to perform the Work in accordance with this Agreement, OWNER may order DESIGN-BUILDER to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or OWNER orders that Work be resumed. In such event, DESIGN-BUILDER shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

If DESIGN-BUILDER's Work is stopped by OWNER, and DESIGN-BUILDER fails within seven (7) days of such stoppage to provide adequate assurance to OWNER that the cause of such stoppage will be eliminated or corrected, then OWNER may, without prejudice to any other rights or remedies OWNER may have against DESIGN-BUILDER, proceed to carry out the subject Work. In such a situation, an

appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for OWNER's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due OWNER, DESIGN-BUILDER shall pay the difference to OWNER.

ARTICLE VII DESIGN-BUILDER

- 7.1** DESIGN-BUILDER is again reminded of its continuing duty and shall 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 DESIGN-BUILDER performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to OWNER, DESIGN-BUILDER shall bear the responsibility for such performance and shall bear the cost of correction.
- 7.2** DESIGN-BUILDER shall perform the Work strictly in accordance with this Agreement.
- 7.3** DESIGN-BUILDER shall supervise and direct the Work using DESIGN-BUILDER's best skill, effort and attention. DESIGN-BUILDER shall be responsible to OWNER for any and all acts or omissions of DESIGN-BUILDER, its employees and others engaged in the Work on behalf of DESIGN-BUILDER.
- 7.4** **WARRANTY**
DESIGN-BUILDER warrants to OWNER that all labor furnished to progress the Work under this Contract 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 release of final retainage by OWNER and shall be for a period of one (1) year.
- 7.5** **PERMITS AND FEES**
DESIGN-BUILDER shall obtain and pay for all permits, fees and licenses necessary for the Work. DESIGN-BUILDER 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.
- 7.6** **INDEMNITY**
- 7.6.1** To the fullest extent permitted by law, DESIGN-BUILDER shall indemnify and hold harmless OWNER from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of DESIGN-BUILDER, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- 7.6.2** In claims against any person or entity indemnified under this Paragraph by an employee of DESIGN-BUILDER, a subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount of type or damages, compensation or benefits payable by or for DESIGN-BUILDER or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 7.7** **ENVIRONMENTAL SERVICES**
- 7.7.1** DESIGN-BUILDER shall ensure that all efforts are made to reduce mitigation costs relating to endangered species.

ARTICLE VIII CONTRACT ADMINISTRATION

- 8.1** **OWNER**
Marion County Office of the County Engineer shall be OWNER's representative for the duration of this Agreement.
- 8.2** **OWNER ADMINISTRATION**
- 8.2.1** OWNER will perform those duties and discharge those responsibilities allocated to OWNER as set forth in this Contract.

- 8.2.2 OWNER shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by DESIGN-BUILDER. OWNER shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of DESIGN-BUILDER.
- 8.2.3 OWNER will review DESIGN-BUILDER's Applications for Payment and will certify for payment to DESIGN-BUILDER, those amounts then due DESIGN-BUILDER as provided in this Agreement.
- 8.2.4 OWNER shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If OWNER deems it necessary or advisable, OWNER shall have authority to require additional inspection or testing of the Work for compliance with the Contract Documents.
- 8.2.5 OWNER will review and approve, or take other appropriate action as necessary, concerning DESIGN-BUILDER'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.
- 8.2.6 OWNER will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.2.7 OWNER shall, upon written request from DESIGN-BUILDER, conduct inspections to determine the date of Substantial Completion and the date of final completion, review written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 8.2.8 OWNER's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract Documents.
- 8.3 CLAIMS BY DESIGN-BUILDER**
- 8.3.1 All DESIGN-BUILDER claims shall be initiated by written notice and claim to OWNER. 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.
- 8.3.2 Pending final resolution of any claim of DESIGN-BUILDER, DESIGN-BUILDER shall diligently proceed with performance of this Contract and OWNER shall continue to make payments to DESIGN-BUILDER in accordance with this Contract. The resolution of any claim under this Paragraph shall be reflected by a Change Order executed by OWNER and DESIGN-BUILDER.
- 8.3.3 **Claims for Concealed and Unknown Conditions** – Notwithstanding anything in the Contract Documents to the contrary, DESIGN-BUILDER assumes all risks with respect to the conditions which are encountered at the Project site, including all (i) subsurface or otherwise concealed physical conditions of any nature, whether or not they differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. DESIGN-BUILDER will not be entitled to any adjustment to the Lump Sum Price of the Contract Time as a result of any site conditions encountered.
- 8.3.4 **Claims for Additional Cost** – If DESIGN-BUILDER wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of OWNER therefore, DESIGN-BUILDER shall give OWNER 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 DESIGN-BUILDER before proceeding to execute any additional or changed Work. The failure by DESIGN-BUILDER to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- (a.) In connection with any claim by DESIGN-BUILDER against OWNER for compensation in excess of the Contract Price, any liability of OWNER for DESIGN-BUILDER's cost shall be strictly limited to direct costs incurred by DESIGN-BUILDER and shall in no event include indirect costs or consequential damages of DESIGN-BUILDER. OWNER shall not be liable to DESIGN-BUILDER for claims of third parties, including subcontractors, unless and until liability of DESIGN-BUILDER for claims of third parties has been established therefore in a court of competent jurisdiction.
- 8.3.5 **Claims for Additional Time** – If DESIGN-BUILDER 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 OWNER or someone acting in OWNER'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 DESIGN-BUILDER's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of DESIGN-BUILDER to OWNER, for such reasonable time as OWNER may determine. Any notice and claim for an extension of time by

DESIGN-BUILDER 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 DESIGN-BUILDER's basis for requiring additional time in which to complete the Project. In the event the delay to DESIGN-BUILDER is a continuing one, only one notice and claim for additional time shall be necessary. If DESIGN-BUILDER fails to make such claim as required in this Subparagraph, any claim for extension of time shall be waived.

8.4 FIELD ORDERS

OWNER shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by field order ("Field Order") and shall be binding upon DESIGN-BUILDER. DESIGN-BUILDER shall carry out such Field Orders promptly.

ARTICLE IX SUBCONTRACTORS

9.1 DEFINITION

A subcontractor is an entity which has a direct contract with DESIGN-BUILDER to perform a portion of the Work.

9.2 AWARD OF SUBCONTRACTORS

9.2.1 Upon execution of this Agreement, DESIGN-BUILDER shall furnish OWNER, in writing, the names of persons or entities proposed by DESIGN-BUILDER to act as a subcontractor on the Project. OWNER shall promptly reply to DESIGN-BUILDER, in writing, stating any objections OWNER may have to such proposed subcontractor. DESIGN-BUILDER shall not subcontract with any party to whom OWNER has objections.

9.2.2 All subcontracts shall afford DESIGN-BUILDER rights against the subcontractor which correspond to those rights afforded to OWNER against DESIGN-BUILDER herein, including those rights afforded to OWNER.

ARTICLE X CHANGES IN THE WORK

10.1 CHANGES PERMITTED

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

10.2 WORK ORDER/NOTICE OF CHANGE ("CHANGE ORDER") DEFINED

Change Orders shall mean a written order to DESIGN-BUILDER executed by OWNER, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by the Change Order.

10.3 CHANGES IN THE CONTRACT PRICES

10.3.1 Any changes in the Contract Unit Prices resulting from a Change Order shall be determined as follows: (a) by mutual agreement between OWNER and DESIGN-BUILDER as evidenced by (1) the change in the Contract Unit Prices being set forth in the Change Order, (2) such change in the Contract Unit Prices, together with any conditions or requirements related thereto, being initialed by both parties and (3) DESIGN-BUILDER's execution of the Change Order, or (b) if no mutual agreement occurs between OWNER and DESIGN-BUILDER, then, as provided below.

10.3.2 If no mutual agreement occurs between OWNER and DESIGN-BUILDER as contemplated above, the change in the Contract Unit Prices, if any, shall then be determined by OWNER 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 Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, DESIGN-BUILDER shall present, in such form and with such content as OWNER 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, 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 DESIGN-BUILDER 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 DESIGN-BUILDER's home office or other non-job site overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures of savings to OWNER, payments on account shall be made to DESIGN-BUILDER on the Certificate for Payment.

- 10.3.3 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 OWNER or to DESIGN-BUILDER, the applicable unit prices shall be equitably adjusted.

10.4 EFFECT OF EXECUTED CHANGE ORDER

The execution of a Change Order by DESIGN-BUILDER shall constitute conclusive evidence of DESIGN-BUILDER's agreement to this contract as thus amended, the Contract Price, Contact Time and the changes in the Work. DESIGN-BUILDER, by executing the Change Order, waives any forever releases any claim against OWNER 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.

10.5 NOTICE OF SURETY; CONSENT

DESIGN-BUILDER shall notify and obtain the consent and approval of DESIGN-BUILDER's surety with reference to all Change Orders if such notice, consent or approvals are required by DESIGN-BUILDER's surety or by law. DESIGN-BUILDER's execution of the Change Order shall constitute DESIGN-BUILDER's warranty to OWNER that the surety has been notified of and consents to have expressly consented thereto.

**ARTICLE XI
UNCOVERING AND CORRECTING WORK**

11.1 UNCOVERING WORK

- 11.1.1 If any of the Work is covered contrary to OWNER's request or to any provisions of this Agreement, it shall, if required by OWNER, be uncovered for OWNER's inspection and shall be properly replaced at DESIGN-BUILDER's expense without change in the Contract Time.
- 11.1.2 DESIGN-BUILDER shall immediately proceed to correct Work rejected by OWNER as defective or failing to conform to the Contract Documents. DESIGN-BUILDER shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to OWNER for expenses made necessary thereby.
- 11.1.3 If within one (1) year after release of final retainage any of the Work is found to be defective or not in accordance with the Contract Documents, DESIGN-BUILDER shall correct it promptly upon receipt of written notice from OWNER. This obligation shall survive final payment by OWNER 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.
- 11.1.4 Nothing contained in this Paragraph shall establish any period of limitation with respect to other obligations which DESIGN-BUILDER has under the Contract Documents. Establishment of the one year time period relates only to the duty of DESIGN-BUILDER to specifically correct the Work.

11.2 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

If OWNER chooses to accept defective or nonconforming Work, OWNER may do so. In such event, the Contract 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 Contract Price, if any, is insufficient to compensate OWNER for its acceptance of defective or nonconforming Work, DESIGN-BUILDER shall, upon written demand from OWNER, pay OWNER such remaining compensation for accepting defective or nonconforming Work.

**ARTICLE XII
CONTRACT TERMINATION**

12.1 TERMINATION BY OWNER

12.1.1 FOR CONVENIENCE

- (a.) OWNER may for any reason whatsoever terminate performance under this Agreement by DESIGN-BUILDER for convenience. OWNER shall give written notice of such termination to DESIGN-BUILDER to specify when termination becomes effective.
- (b.) DESIGN-BUILDER shall incur no further obligations in connection with the Work and DESIGN-BUILDER shall stop Work when such termination becomes effective. DESIGN-BUILDER shall also terminate outstanding orders and subcontractors. DESIGN-BUILDER shall settle the liabilities and claims arising out of the termination of subcontracts and orders. OWNER may direct DESIGN-BUILDER to assign DESIGN-BUILDER's right, title and interest under terminated orders or subcontracts to OWNER or its designee.
- (c.) DESIGN-BUILDER shall transfer title and deliver to OWNER such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as DESIGN-BUILDER has.
- (d.) DESIGN-BUILDER shall submit a termination claim to OWNER specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by OWNER. If DESIGN-BUILDER fails to file a termination claim within one (1) year from the effective date of termination, OWNER shall pay DESIGN-BUILDER, an amount derived in accordance with the subparagraph below.
- (e.) OWNER and DESIGN-BUILDER may agree to the compensation, if any, due to DESIGN-BUILDER hereunder.
- (f.) Absent agreement to the amount due to DESIGN-BUILDER, OWNER shall pay DESIGN-BUILDER the following amounts:
 - (1.) 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 DESIGN-BUILDER'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 DESIGN-BUILDER 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 rate of loss, if any; and,
 - (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 DESIGN-BUILDER shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.1.2 FOR CAUSE

- (a.) If DESIGN-BUILDER 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 OWNER may provide written notice to DESIGN-BUILDER, without prejudice to any other right or remedy, terminate the employment of DESIGN-BUILDER and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by DESIGN-BUILDER any may finish the Work by whatever methods it may deem expedient. In such case, DESIGN-BUILDER shall not be entitled to receive any further payment until the Work is finished.
- (b.) In the event the employment of DESIGN-BUILDER is terminated by OWNER 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.

12.1.3 FOR LOSS OF FUNDING/CANCELLATION FOR UNAPPROPRIATED FUNDS:

DESIGN-BUILDER acknowledges that during any fiscal year the OWNER 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, the OWNER may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The OWNER may enter into agreements whose duration exceeds one (1) year, however any such agreement shall be executory only for the value of the services to be rendered which the OWNER agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the OWNER's performance and obligation to pay DESIGN-BUILDER under this Agreement is contingent upon annual appropriations being made for that purpose. If during the term of this Agreement OWNER does not make an annual appropriation necessary to continue its performance under this Agreement, then this Agreement shall terminate. The parties will execute an amendment to this Agreement that confirms any termination required by this Section.

ARTICLE XIII MISCELLANEOUS

13.1 GOVERNING LAW

The Contract Documents shall be governed by the law of Florida.

13.2 SUCCESSORS AND ASSIGNS

OWNER and DESIGN-BUILDER 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. DESIGN-BUILDER shall not assign this Agreement without written consent of OWNER.

13.3 SURETY BONDS

DESIGN-BUILDER shall, if required, acquire, record with the County Clerk, and furnish separate payment and performance bonds to OWNER. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by DESIGN-BUILDER 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 Contract Price is adjusted by Change Order executed by DESIGN-BUILDER, 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 DESIGN-BUILDER shall be in form suitable to OWNER and shall be executed by a surety, or sureties, reasonably suitable to OWNER, and shall be filed with the Marion County Clerk of Court.

13.4 DAMAGE TO PROPERTY

DESIGN-BUILDER shall be responsible for all material, equipment and supplies sold and delivered to OWNER under this Agreement and until final inspection of the Work and acceptance thereof by OWNER. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, DESIGN-BUILDER shall replace the same without additional cost to OWNER.

13.5 USE OF OTHER CONTRACTS

OWNER reserves the right to utilize any OWNER contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. OWNER 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 the OWNER.

13.6 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:

- 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.

- 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.
- When FIRM enters into a contract with an employee, a FIRM or a sub FIRM, 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.
- FIRM shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
- 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.
- 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.
- 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.
- FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
- Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
- 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 sub FIRMS, and to make such records available to COUNTY or other authorized governmental entity.
- 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.

13.7 **FORCE MAJEURE**

Neither DESIGN-BUILDER nor OWNER 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.

13.8 **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. OWNER 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.

13.9 **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.

13.10 NOTICES

Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand delivery, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the party to whom the notice or other communication is addressed, with signed proof of delivery. OWNER's and DESIGN-BUILDER's representatives for notice purposes are:

Marion County, a political subdivision of the State of Florida
601 SE 25th Ave., Ocala, FL 34471

WITH COPY TO: Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471
Email: Procurement@marionfl.org

DESIGN-BUILDER: Art Walker Construction, Inc.
2889 NW 63rd Street
Ocala, FL 34475
CONTACT PERSON: Tarrah Walker
Ph: 352-629-1466 - Email: Office@artwalkerconstruction.com

13.11 SUPERVISION

13.11.1 DESIGN-BUILDER shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from DESIGN-BUILDER to the contrary, the superintendent shall be deemed DESIGN-BUILDER's authorized representative at the site and shall be authorized to receive and accept any and all communications from OWNER.

13.11.2 Key supervisory personnel assigned by DESIGN-BUILDER to the Project are as follows:

NAME	FUNCTION
Tim Walker	Project Manager
Todd Walker	General Superintendent
Paul Walker	Project Foreman

13.12 PUBLIC RECORDS COMPLIANCE

DESIGN-BUILDER'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., DESIGN-BUILDER agrees to comply with all public records laws, specifically to:

1. Upon request from OWNER's custodian of public records, provide OWNER with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law.
2. 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 DESIGN-BUILDER does not transfer the records to OWNER.
3. Upon completion of this Agreement, transfer, at no cost, to OWNER all public records in possession of DESIGN-BUILDER or keep and maintain public records required by OWNER to perform the Work. If DESIGN-BUILDER transfers all public records to OWNER upon completion of this Agreement, DESIGN-BUILDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DESIGN-BUILDER keeps and maintains public records upon the completion of this Agreement, DESIGN-BUILDER shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to OWNER, upon request from OWNER's custodian of public records, in a format that is compatible with the information technology systems of OWNER.

IF DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS AT:

**Office of Public Information
601 SE 25th Ave., Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrecords@marionfl.org**

If DESIGN-BUILDER fails to provide the public records to OWNER within a reasonable time DESIGN-BUILDER may also be subjected to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

13.13 DESIGN-BUILDER Conduct: These Guidelines govern DESIGN-BUILDER while doing work on OWNER property, as well as its employees, agents, consultants, and others on OWNER property in connection with the DESIGN-BUILDER's work or at the DESIGN-BUILDER's express or implied invitation.

- **Courtesy and Respect:** OWNER is a diverse government institution and it is critical that DESIGN-BUILDER and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** DESIGN-BUILDER 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 OWNER 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 DESIGN-BUILDER or its employees is prohibited. Offenders will be removed from OWNER property and/or reported to law enforcement.
- **Smoking:** DESIGN-BUILDER and its employees are not permitted to smoke in or near any OWNER buildings.
- **Fraternization:** DESIGN-BUILDER and its employees may not fraternize or socialize with OWNER staff.
- **Appearance:** DESIGN-BUILDER 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. OWNER has the right to decide if such clothing is inappropriate.
- **Reporting:** DESIGN-BUILDER is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to OWNER's Procurement Services immediately.

DESIGN-BUILDER is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, DESIGN-BUILDER 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 OWNER property and prohibited actions could result in the immediate termination of any or all of DESIGN-BUILDER's contracts with OWNER.

13.14 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).

13.15 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 Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

13.16 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.

13.17 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.

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 Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

13.18 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.

13.19 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.

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.

13.20 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.

13.21 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 such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

13.22 ATTORNEYS' FEES. Notwithstanding anything to the contrary set forth in the Agreement, if a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.

13.23 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.

13.24 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.

13.25 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.

13.26 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.

13.27 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.

13.28 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.

13.29 NO OTHER NEGATIONS OR CHANGES. No other terms or conditions of the Agreement are negated or changed as a result of this ATC.

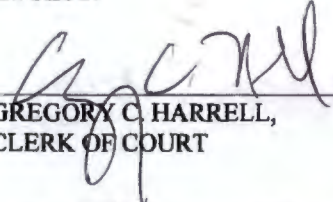
13.30 ENTIRE AGREEMENT. The Agreement and this ATC collectively contain the entire agreement between the Parties related to the matters specified herein, and supersede any prior oral or written statements or agreements between the Parties related to such matters. Any amendment thereto shall be made in writing and signed by both Parties.

13.31 EXHIBITS. Exhibit A – Design Build Scope of Work and Fees.

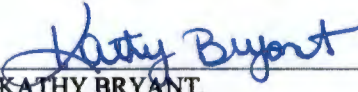
[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF the parties have entered into this Agreement, approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:


GREGORY C. HARRELL, DATE 12/17/2024
CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA

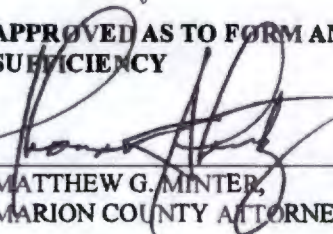

KATHY BRYANT, DATE 12/17/2024
CHAIRMAN

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY


BCC APPROVED:

December 17, 2024


25Q-002 SW 40th Ave/SW 49th Ave Phase I

For: 
MATTHEW G. MINTER, DATE 12/16/24
MARION COUNTY ATTORNEY


WITNESS:


SIGNATURE
Tim Walker
PRINTED NAME

ART WALKER CONSTRUCTION, INC.


BY: DATE 12/23/24
Tarrah Walker
PRINTED:
Vice President
ITS: (TITLE)

WITNESS:


SIGNATURE
James T. Lusher
PRINTED NAME



Art Walker Construction, Inc.

P.O. Box 267 • Lowell, FL 32663
Phone: 352-629-1466
Email: office@artwalkerconstruction.com



DESIGN-BUILD SCOPE OF WORK AND FEES

Design and Construction for SW 49th Ave./SW 40th Ave. from SW 66th St. Rd. to SW 43rd St. Rd.

PURPOSE

The purpose of this document is to describe the scope of work and the responsibilities of the DESIGN-BUILD FIRM and the COUNTY for the performance of engineering design, permitting and construction for the proposed SW 40th Ave./SW 49th Ave. Improvements from SW 66th St. to SW 43rd St. Rd. and the intersection improvements for SW 49th Ave. @ 66th St. (the "PROJECT"). Our project understanding is summarized below:

1. Purpose – complete the design and construct a 4-lane divided urban roadway within the project limits and complete the design and construct intersection improvements at the SW 49th Ave/SW 66th St. intersection at the south end of the project. The improvements are to also include the construction of a 2-lane temporary access roadway from the existing cul-de-sac along SW 40th Ave. to a proposed site development (parcel #23877-000-00) entrance approximately 350 feet south. The design and construction requirements are to be in conformance with County's RFQ # 25Q-002 Sections 6, 7 and 8.
2. Project Limits – The limits along SW 40th Ave./SW 49th Ave. are from 250 feet south of the intersection of SW 49th Ave. at SW 66th St. to the south side of SW 40th Ave. at SW 43rd St. Rd. (approximately 1.6 miles).
3. Construction Schedule – The PROJECT is to be constructed and completed by May 31, 2026, in conformance with the County's RFQ # 25Q-002.
4. The COUNTY will provide the previously prepared 90% plans (dated 5/16/24) for SW 40th/49th Avenue Improvements – Phase 1. The DESIGN-BUILD FIRM will be responsible for completing these plans. The COUNTY will also provide the previously prepared plans for SW 66th Street @ SW 49th Ave (Roadway, Signing and Pavement Markings and Signalization) for use and/or modification by the DESIGN-BUILD FIRM.
5. City of Ocala Water and Sewer Construction – the DESIGN-BUILD FIRM, provided the COUNTY/City of Ocala Agreement is approved, would construct these proposed waterline and sewer line construction shown in the City of Ocala's plans (dated 10/21/21) titled SW 49th/40th AVENUE PHASE 1 – WATER & SEWER FOR MARION COUNTY. This OPTIONAL SERVICES work is contingent upon the City/County approval and will require a separate written notice-to-proceed at a later date.
6. The COUNTY will acquire the additional right-of-way and easements required for construction of the proposed project improvements. The DESIGN-BUILD FIRM will assist the COUNTY by providing updated appraisals and/or expert witness services.
7. The PROJECT will require coordination and permitting with the Southwest Florida Water Management District (SWFWMD). The improvements will require an Environmental Resource Permit (ERP) to be obtained. The COUNTY has submitted an ERP application for the project, however; the DESIGN-BUILD FIRM will need to complete and coordinate with SWFWMD to obtain the ERP.
8. The DESIGN-BUILD firm shall provide the services necessary to construct the SW 49th/SW 40th AVENUE PHASE 1 project, as outlined in RFQ #25Q-002 and Addendums 1-4. This includes furnishing all services, labor, materials, equipment, supplies, tools, transportation, and coordination required to perform all surveying, geotechnical services, scheduling, permitting, procurement, construction, utility coordination, demolition, material disposal and any other services necessary to construct the project.
9. The DESIGN BUILD firm shall honor all signed agreements between the County and the Public that have been disclosed in RFQ #25Q-002.

Marion County FL BOCC – Design-Build for SW 40th/49th Ave. Improvements – Phase 1
Design-Build Scope of Work and Fees

Page 1 of 2



Art Walker Construction, Inc.

P.O. Box 267 • Lowell, FL 32663

Phone: 352-629-1466

Email: office@artwalkerconstruction.com

PROVISIONS FOR WORK

- A. **Governing Documents:** the following documents (latest version) will be utilized in the development of the proposed design plans:

See the manuals and guidelines included in section 6.1 of the RFQ # 25Q-002.

FEE

The DESIGN-BUILD FIRM will perform the services described above as follows (Lump Sum):

Design, Construction and Permitting of the PROJECT
(not including OPTIONAL SERVICES) =

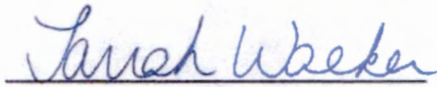
\$ 15,353,772.00 LUMP SUM

OPTIONAL SERVICES – Construction of City of Ocala
Water and Sewer Improvements =

\$ 2,195,280.22 UNIT PRICE

Services provided under this task order will be invoiced monthly based upon the percentage of services performed or actual services performed. All invoices will include a description of the services provided.

ART WALKER CONSTRUCTION, INC.

BY: 

TITLE: Vice President

DATE: November 25, 2024

Marion County FL BOCC – Design-Build for SW 40th/49th Ave. Improvements – Phase 1
Design-Build Scope of Work and Fees

Page 2 of 2



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19475

Agenda Date: 7/1/2025

Agenda No.: 7.4.4.

SUBJECT:

Request Approval of Change Order 2 & 3 to Purchase Order 02401106: 23Q-225 CR 475A (SW 27th Avenue) Improvements - Kittelson & Associates, Inc., Orlando, FL (Budget Impact - Neutral; additional expenditure of \$78,175)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On February 20, 2024, the Board awarded a contract to Kittelson & Associates, Inc. under RFQ 23Q-225 to conduct an immediate intersection study, analysis, design, and provide construction plans for CR 475A and SW 66th Street. This project also included the preparation of a Preliminary Engineering Report for the CR 475A, 4-lane widening project and all documents associated with the work. Purchase Order (PO) 02401106 was issued for the work, totaling \$1,481,953.

Throughout the term of the project, one (1) change order has been issued. Change Order 1 corrected the coding of the purchase order lines.

Change Order 2 requests approval to add \$56,520 to cover the costs of additional surveying, geotechnical testing, DRA soil analysis, and temporary traffic control that are necessary outside of the initial Right-of-Way due to design modifications.

Change Order 3 requests the approval to add \$21,655 to obtain additional surveying and geotechnical information within adjacent properties.

Attached for review are a copy of Change Order 2 & 3 with their respective proposals. Upon approval at today's meeting, both Change Orders will be presented to the Chairman and Clerk for signature.

BUDGET/IMPACT:

Neutral; additional expenditure of \$78,175, bringing the project's total cost to \$1,538,473. Funding is available in BM761541-563221-TIP000023 (80% Gas Tax Const Fund).

RECOMMENDED ACTION:

Motion to approve Change Orders, authorize the Chairman to execute, and allow staff to process Change Orders 2 & 3 to Purchase Order 02401106 for Kittelson & Associates, Inc. under project 23Q-225.

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 digitally signed form to Procurement@marionfl.org

Date: 6/12/2025 Department: Office of County Engineer Change Order #: 2

☐ Additional Days Only

Is Board Action Required? Yes

Contractor/Vendor (Name & Address):

Bid/Contract/Quote Number & Project Title:

23Q-225 CR475A Improvements TIP000023

Kittelson & Associates, Inc.
225 E Robinson St
Suite 335
Orlando, FL 32801

PO Number: 02401106

Contract Amount: \$ 1,481,953.00

GL Account Number (ORG/OBJECT):

BM761541 - 563221 GA771541-563511

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☐ N/A ☒

Project Account Number (If applicable):

TIP000022 TIP000023

Is the change order amount from Contingency? Yes ☐ No ☒

Requesting Amount of Contingency:

\$ 0.00

JUSTIFICATION & DESCRIPTION OF CHANGE

Requesting change order to TIP000023 (PO# 2401106). The consultant for CR 475A-Task B has identified additional survey, geotechnical testing and analysis, temporary traffic control that is necessary outside of initial alignment ROW due to design modifications. The funding will cover the additional survey, geotechnical soil borings, DRA soil analysis, and temporary traffic control signal plan and retaining walls. Total change order = \$56,520 from BM761541 - 563221 TIP000023 ROADS EXPANS DES 761. See attached backup documents.

*** BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE***

Original Ordered Amount: \$1,481,953.00

Current Ordered Amount (Not the balance): \$1,481,953.00

The PO will be increased/decreased by this change order in the amount of:
(Do not put contingency amount) _____

☒ Increase

☐ Decrease

\$ 56,520.00

The new PO amount including this change order will be:

(PO amount will not change if it comes from contingency)(auto calculated) _____

\$1,538,473.00

Contract time will be Increased/decreased by _____ DAYS 0

Prior Substantial Completion Date: _____ Revised Substantial Completion Date: NA

Prior Final Completion Date: _____ Revised Final Completion Date: NA

Approval:

BCC Approval (when applicable):

Douglas R. Linton
Director/Designee

6/12/25
Date

Chairman, BCC Date

Jack Davis
Project Mgr.

6/12/25
Date

Attest: Clerk of Court Date

Administration (NEW amount is between \$25k - \$50k) _____ Date

County Administrator Date

Procurement: _____ Date

Reset Form

Email Form

Revised 10/2024

June 12, 2025

Project #29647

Jack Dingman
Marion County, Office of the County Engineer
412 SE 25th Avenue
Ocala, FL 34471
RE: CR 475A - Task B Requested Amendments

Dear Jack:

Kittelson is requesting additional funds for the CR 475A Task B Roundabout project. The requested funds will be used to obtain additional sketch and descriptions, geotechnical information, and to provide additional maintenance of traffic design within the intersection. Upon receipt of accurate floodplain and high-water table information, the proposed design required additional elevation adjustment which impacted additional parcels. This elevation adjustment also led to a more complicated MOT design where a temporary signal was deemed to be the best approach. Also, due to the complex soil conditions encountered within the intersection, a specialist skilled in analyzing these types of soils is needed to assist in designing a properly functioning drainage retention area.

The following amounts are requested to obtain the proposed information:

- Devo - \$5,720
- WGI - \$30,500
- JCH - \$9,185
- Geo-Tech - \$11,115

Detailed information for the additional work can be found within the appendix. Please contact me if you have any questions.

Sincerely,

KITTELSON & ASSOCIATES, INC.

Brandon Kelley
Associate Engineer
407.373.1132
bkelley@kittelason.com

APPENDIX

①



Date: April 21, 2025

Devo's Project No.: not yet assigned

to:

OFFICE OF THE COUNTY ENGINEER - MARION COUNTY

Office of the County Engineer - Marion County

412 SE 25th Ave, Ocala, FL 34471

352-671-8686

Steven.Cahoon@marionfl.org

attention:

STEVEN CAHOON, PE, COUNTY ENGINEER

Ref:

Proposal for Geotechnical Engineering Services

MARION COUNTY - CR475A ROUNDABOUT

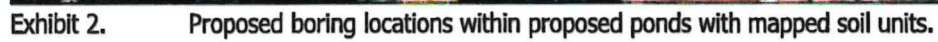
SE corner of intersection of SW 66th Street and SW 27th Ave (CR 475A), Marion County, Florida

Dear Mr. Cahoon:

Attached is our proposal for geotechnical engineering services for the Marion County CR 475A Roundabout project. The proposed project is located in southwest Marion County, at the southeast corner of the intersection of SW 66th Street and SW 27th Avenue (CR 475A). The proposed development includes a dry retention pond with associated infrastructure. The proposed top of bank elevation is 75.5 feet (NAVD88), and the proposed pond bottom elevation is 70.0 feet (NAVD88).

Exhibit 1 shows the proposed boring locations within the planned pond footprint and Exhibit 2 shows the proposed borings within the pond and the soil map units overlain.

The objectives are to characterize the soil and water table conditions within the future pond. Key data will include soil profiles, depth to measured water table, depth to estimated seasonal high water table, and assessment of the aquifer parameters for the design of the ponds as well as any construction recommendations.



SCOPE OF WORK

- ☐ Five (5) Standard Penetration Test (SPT) pond borings to depths of 35 feet within the proposed dry retention pond.
- ☐ Install piezometers in all borings and measure the depth to stabilized water table in each borehole.
- ☐ Lab testing to include fine fractions and two (2) hydraulic conductivity test. We propose that fifteen (15) moisture content and fine fractions be performed.
- ☐ Visual & tactile examination and classification of soil samples.

Note that the field and laboratory tests will be performed by external contractor Geo-Tech, Inc for this project and the information will be submitted to Devo Engineering for review and evaluation for the geotechnical assessment.

SCHEDULE

We estimate that we can complete this work within six (6) weeks of Notice to Proceed (NTP).

ESTIMATED FEES

Our estimated "Not to Exceed" fee for each of the key tasks are summarized below per the itemization in Table 1:

- ① Geotechnical Engineering Assessment - **\$5,720.00**
- ② Additional Cost for Alternative DRA Assessment - **\$3,000.00**

CONTRACT AUTHORIZATION

If this proposal is acceptable, please review and sign the contract authorization page in the Attachment.

We appreciate the opportunity to provide this proposal for your review and trust that it covers the work needed. Please feel free to contact us if there are any questions.

Claudia Callahan

Claudia Callahan, B.Sc.

Senior Administrative Assistant

TABLE I. FEE ITEMIZATION - CR475A ROUNDABOUT GEOTECH INVESTIGATION

DESCRIPTION OF WORK ITEM	UNIT	UNIT COST	QUANTITY	TOTAL
GEOTECHNICAL FIELD SERVICES				
Senior Technician - site recon. & coordination of stakeout with surveyor	hr	\$70.00	0.0	\$0.00
Mobilization/Demobilization of truck mounted drill rig	each	\$800.00	0.0	\$0.00
Site to site movement of drill rig	hr	\$200.00	0.0	\$0.00
Clearing at site	hr	\$200.00	0.0	\$0.00
Senior Engineering Technician to coordinate drilling and record stabilized water table readings	hr	\$70.00	0.0	\$0.00
Standard Penetration Test Borings (Ponds)	ft	\$18.50	0.0	\$0.00
Jars for samples	case	\$22.00	0.0	\$0.00
Shelby Tubes in the field	each	\$250.00	0.0	\$0.00
Piezometer material	sum	\$700.00	0.0	\$0.00
Senior Geotechnical Engineer for field work coordination	hr	\$110.00	0.0	\$0.00
GEOTECHNICAL LABORATORY TESTING SERVICES				
Visual & tactile examination of soil samples	each	\$55.00	0.0	\$0.00
Hydraulic Conductivity test	each	\$150.00	0.0	\$0.00
Natural moisture content and -200	each	\$50.00	0.0	\$0.00
DATA INTERPRETATION, ANALYSES, AND PREPARATION OF REPORT				
Principal Engineer	hr	\$120.00	12.0	\$1,440.00
Senior Geotechnical Engineer	hr	\$110.00	20.0	\$2,200.00
Senior-Level CADD/GIS	hr	\$70.00	20.0	\$1,400.00
Mid-level CADD/GIS	hr	\$60.00	10.0	\$600.00
ADMINISTRATIVE SUPPORT				
Administrative Assistant	hr	\$40.00	2.0	\$80.00
TOTAL FOR ALL TASKS				\$5,720.00

AUTHORIZATION

To authorize this proposal, please complete the information requested and return by mail or fax.

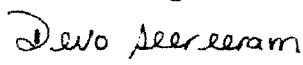
TABLE A.1: AUTHORIZATION OF OFFER
This offer is authorized only when signed below otherwise it should be considered a draft.
Authorization signature:  Devo Seereeram, Ph.D., P.E. Owner
To authorize this work, please complete the information below and return a copy of the executed authorization to: Devo Seereeram, Ph.D., P.E. 5500 Alhambra Drive Orlando, FL 32808 Phone: 407-290-2371; devo@devoeng.com

TABLE A.2: AUTHORIZATION BY CLIENT	
Proposal Authorized on this	_____ day of _____ 2025
Authorized Signature	_____
Print Name & Title	_____
Company name	_____
Company address	_____
Company phone #	_____
Company fax #	_____
Cellular/mobile phone #	_____
E-mail address	_____

TERMS & CONDITIONS OF AGREEMENT

Special terms and conditions (if any) and general conditions of this agreement are contained in the following tables.

TABLE A.3: SPECIAL TERMS AND CONDITIONS OF AGREEMENT	
1	
2	

TABLE A.4: GENERAL CONDITIONS OF AGREEMENT	
1	PARTIES AND SCOPE OF WORK: Devo Seereeram Ph.D., P.E. (hereinafter referred to as "Devo") shall be performing the work. "Work" means the specific geotechnical investigations, testing, and engineering or other service performed by Devo as set forth above. "Client" refers to the person or business entity ordering the work to be done by Devo. If the Client is ordering the work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said work. The ordering of work from Devo shall constitute acceptance of the terms of Devo's proposal and these General Conditions.
2	PAYMENT: Invoices will be submitted upon completion of work or at monthly intervals for continuing projects. Payment terms are Net 30 Days, unless alternative arrangements are stated under the Specific Conditions. Charges at 1½% per month will be levied on invoices not paid within 30 days from invoice date. Client agrees to pay Devo's cost of collection of all amounts due and unpaid after 60 days, including court costs, reasonable attorney's fees, filing fees, and certified mail postage. Failure to make payment within 30 days of invoice shall constitute a release of Devo from any and all claims which Client may have, either in tort, or contract, and whether known or unknown at the time.
3	OBLIGATION TO PAY: Devo will perform services under this agreement with professional skill and care. Devo does not guarantee Governmental or Regulatory Agency approval of Client's project. Client's obligation to pay for Devo's services is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of Government or Regulatory Agencies, or upon Client's successful completion of project.
4	<p>ACCESS TO SITE: Client grants Devo the right of entry to the project by Devo, his employees, agents, and subcontractors in order to perform the services under this agreement. If the Client does not own the project, Client warrants and represents to Devo that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Devo.</p> <p>Devo shall take reasonable measures and precautions to minimize damage to the project site from Devo's activities and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Devo for reimbursement or hold Devo liable or responsible for any alteration or damage required to perform our scope of work. Should the Client not be the owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and defend Devo against any claims by the owner or persons having possession of the site through the owner which are related to such alteration or damage.</p> <p>Devo has not included in his fee the cost of restoration of damage which may occur. If Client desires or requires Devo to restore the site to its former condition, Devo will, upon written request, perform additional work as is necessary to do so and the Client agrees to pay Devo the cost thereof.</p>
5	DAMAGE TO EXISTING MAN-MADE OBJECTS: deleted.
6	SAMPLE DISPOSAL: Unless otherwise agreed, laboratory test specimens or samples will be disposed immediately upon completion of the test. All samples or specimens collected from soil borings will be disposed sixty (60) days after submission of Devo's report.

TABLE A.4: GENERAL CONDITIONS OF AGREEMENT

7	<p>WARRANTY AND LIMITATION OF LIABILITY: Devo's geotechnical engineering services will be performed in accordance with his proposal and with generally accepted principles and practices. In performing his professional services, Devo will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of his profession. This warranty is in lieu of all other warranties and representations, either express or implied. Statements made in Devo's reports are opinions based on engineering judgement and are not to be construed as representations of fact.</p> <p>Should Devo be found to be negligent in the performance of professional services or work, or to have made and breached any express or implied warranty, representation or contract, Client agrees that the maximum aggregate amount of Devo's liability shall be limited to \$50,000 or the total amount of the fee paid to Devo for his work performed with respect to this project, whichever is less.</p> <p>In the event Client is unwilling or unable to limit Devo's liability in accordance with the provisions above, Client may request in writing, within five days of Client's acceptance of the Agreement, to increase the limit of Devo's professional liability to \$1,000,000 by agreeing to pay Devo a sum equivalent to an additional amount of 4% of the total fee to be charged for Devo's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.</p>
8	<p>INDEMNITY: Subject to the foregoing limitations, Devo agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs, and expenses, including reasonable attorney's fees and court costs arising out of Devo's negligence to the extent of Devo's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Devo, the party initiating such action shall pay to Devo the costs and expenses incurred by Devo to investigate, answer and defend it, including reasonable attorney's fees, witness fees, and court costs to the extent that Devo shall prevail in such a suit.</p>
9	<p>THIRD PARTY RELIANCE: The services under this Agreement are being performed for and on behalf of the Client for the Client's exclusive use. Devo assumes no responsibility for third party use of or reliance on Devo's findings, opinions, conclusions, or recommendations unless such use or reliance by Third Parties is authorized in writing by Devo.</p>
10	<p>ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties, undertakings made other than as set forth herein. This agreement may be modified only in writing, signed by each of the parties hereto.</p>
11	<p>CANCELLATION: This contract is cancellable by either party at any time for any reason. Work performed to the time of notice shall be paid as interpolated within and defined by the contract. All such work shall become the property of the Client upon such payment.</p>



March 31, 2025

TO: Brandon Kelley
Kittleson & Associates, Inc.
225 E. Robinson Street, Suite 355
Orlando, FL 32801

FROM: Henri Belrose
WGI, Inc.
800 N. Magnolia Avenue, Suite 1750
Orlando, FL 32803

RE: RFQ 23Q-225: CR 475A (SW 27th Avenue) Improvements
Marion County, FL
Scope and Fee Proposal – Amendment 1

Mr. Kelley:

Please find the attached Exhibit "A" draft scope, staff hour, and fee proposal. WGI will provide additional design services for Task B of the referenced RFQ for the following activities:

- Temporary traffic control plan (TTCP signal)
- Temporary retaining walls

The draft scope, staff hours, and fee proposal are organized using FDOT standard scope of services activities and staff hour estimation forms.

Post-design services are not included with this fee proposal.

A handwritten signature in blue ink, appearing to read 'Henri V. Belrose'.

Henri V. Belrose
VP – Senior Project Manager
WGI, Inc.

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.22 Technical Meetings

The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with County and/or Agency staff, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the County for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

5 ROADWAY PLANS

The CONSULTANT shall prepare Temporary Traffic Control plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.17 Temporary Traffic Control Plan Sheets

The CONSULTANT shall incorporate the Temporary Signalization into Phases I and II of the Temporary Traffic Control Plan Sheets.

5.26 Quality Assurance/Quality Control

It is the intention of the County that design CONSULTANTS are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow state design criteria and that the CONSULTANT submittals are complete.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall adhere to FDOT Design Manual Section 124 QA/QC Management Plan.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

18 STRUCTURES – MISCELLANEOUS

The CONSULTANT shall analyze and prepare documentation for Temporary Signals.

18.5 Wooden Strain Poles

18.7 Strain Pole Data Table Plan Sheets

21 SIGNALIZATION ANALYSIS

The CONSULTANT shall analyze and design Temporary Signalization for Phases I and II of the Temporary Traffic Control Plan.

21.10 Signalization Quantities for EQ Report

The CONSULTANT shall prepare Summary of Temporary Signalization quantities tables and incorporate into the final set of construction documents.

21.15 Technical Meetings

See Roadway Analysis Section 4.22

21.16 Quality Assurance/Quality Control

See Roadway Plans Section 5.26

21.18 Supervision

See Structures - Summary Section 9.15

21.19 Coordination

See Structures - Summary Section 9.16

22 SIGNALIZATION PLANS

The CONSULTANT shall prepare Temporary Signalization Plans for Phases I and II of the Temporary Traffic Control Plan.

22.11 TTCP Signal

22.12 Temporary Detection Sheet

22.13 Quality Assurance/Quality Control

See Roadway Plans Section 5.26

22.14 Supervision

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: CR 475A (SW 27th Ave) Improvements
 County: Marion
 FPN: RFO 23Q-225
 FAP No.: n/a

Consultant Name: WGI (subconsultant)
 Consultant No.: enter consultants proj. number
 Date: 3/31/2025
 Estimator: Henri Belrose (WGI)

Staff Classification	Total Staff Hours From "SH Summary Form"	Sr Project Manager	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineer Intern	Designer	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	2	0	0	0	0	1	1	0	0	0	0	0	0	2	\$356	\$177.50
5. Roadway Plans	9	1	0	0	0	3	5	0	0	0	0	0	0	9	\$1,675	\$186.11
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Drgs, Non-Tech.	11	2	0	0	0	4	5	0	0	0	0	0	0	11	\$2,205	\$200.45
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	48	0	8	10	10	6	14	0	0	0	0	0	0	48	\$10,550	\$219.79
18. Structures - Miscellaneous	26	0	5	5	5	3	8	0	0	0	0	0	0	26	\$5,715	\$219.81
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	15	2	0	0	0	5	8	0	0	0	0	0	0	15	\$2,850	\$190.00
22. Signalization Plans	40	4	0	0	0	10	26	0	0	0	0	0	0	40	\$7,150	\$178.75
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	151	9	13	15	15	32	67	0	0	0	0	0	0	151		
Total Staff Cost		\$2,860.00	\$3,835.00	\$3,900.00	\$3,450.00	\$6,720.00	\$9,715.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$30,590.00	\$201.99

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:				\$30,590.00	
OVERHEAD:		0%			\$0.00
OPERATING MARGIN:		0%			\$0.00
FCCM (Facilities Capital Cost Money):		0.00%			\$0.00
EXPENSES:		0.00%			\$0.00
SUBTOTAL ESTIMATED FEE:					\$30,590.00
Survey (Field)	0	4-person crew	\$	/ day	\$0.00
Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE:					\$30,590.00
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$30,590.00

JCH
Consulting Group, Inc.

426 SW 15th Street
Ocala, FL 34471
Phone 352-405-1482
www. JCHcg.com

May 1, 2025

Brandon Kelley, PE
Kittelson & Associates, Inc
225 East Robinson Street, Suite 355
Orlando, Florida 32801

RE: CR 475 A – Approximately 6000 Linear Feet

BK,

Thank you for considering JCH Consulting Group. After reviewing materials from our office, I have determined a fee for each task as listed below for the requested services. This will include the following tasks on the project listed above in Marion County, Florida:

- **Task #C Route Survey & Sketch of Description:** Fee: \$9,185.00
 - Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
 - Locate existing conditions along contiguous roadways
 - Confirm FEMA Flood Elevation
 - State Plane Coordinates
 - Location of Trees 10" and larger
 - All easements depicted on survey as furnished by client or platted
 - Locate all above ground utilities (gate valves, water meters, etc.)
 - Locate existing conditions along contiguous roadways
 - Vertical datum will be on NAVD 1988
 - Contours will be shown on a 1' for minor, and 5' for major
 - All easements depicted on survey as furnished by client or platted
 - Contours will be collected on a 100' grid
 - Spot elevations will be depicted at 50 foot intervals
 - Locate all above ground utilities (gate valves, water meters, sprinkler heads, power poles etc.)
 - Prepare four (4) Sketch of Descriptions for proposed DRA and four property acquisitions. Location to be provided by project engineer.

Classification	Rates	Classification	Rates
Professional Surveyor/Mapper	\$130	2 Person Survey Crew	\$110
CAD Technician	\$75	3 Person Survey Crew	\$130
Clerical	\$45	Vvh in pavement	\$550 ea
GIS/Mapping Technician	\$75	Vvh out of pavement	\$400

Task #C - Route Survey & Sketch of Description:

	Professional Surveyor / Mapper	CAD Tech	Clerical	2 Person Surveyor Crew	Total
Price / Hr,	\$130.00	\$75.00	\$45.00	\$110.00	
Coordination	2	4	2		
Control	2	4		11	
Topographic Collection	5	29		24	
QA/QC	10				
Total	\$2,470.00	\$2,775.00	\$90.00	\$3,850.00	\$9,185.00

Once the proposal is authorized, we anticipate a completion date of 30 – 40 days subsequent to. The requested services will be delivered in an electronic drawing file in Civil 3D 2023 format and plotted 24"x36" maps. Upon completion an invoice will be delivered with the final map and drawing file. Payment will be due within 30 days of the invoice date.

Terms of this proposal are valid for 30 days from date of proposal. If you have any questions regarding this proposal, or for any further information, please do not hesitate to call.

Sincerely,

Chris Howson

Chris Howson, P.S.M., C.F.M., (FL., MS)
President
JCH Consulting Group, Inc.

June 11, 2025
Proposal No. 14119
Addendum A

Brandon Kelley, P.E.
Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, Florida 32801

Reference: Proposed County Road 475A Improvements, Task B, Marion County, Florida
Budget Proposal for Geotechnical Engineering Consultant Services

Dear Mr. Kelley:

Per your request, Geo-Technologies, Inc. (Geo-Tech) is submitting this budget proposal to assist you on your project.

Based on our conversations and email correspondence with Tillman and Associates Engineering, LLC on April 14, 2025, Geo-Tech understands the project consists of a proposed drainage retention area and installing five (5) piezometers to measure the groundwater table elevation.

Geo-Tech's scope of services for this project will consist of the following:

- Five (5) standard penetration test (SPT) soil borings to depths of thirty-five (35) feet below existing site grade in the proposed drainage retention area.
- Two (2) Shelby tube samples.
- Two (2) laboratory permeability tests from Shelby tube samples collected from our soil borings.
- Five (5) piezometers installed in each soil boring to a depth in which groundwater is encountered.

Geo-Tech typically utilizes track-mounted type drill rigs which allow access to areas typically inaccessible with conventional truck-mounted drill rigs. However, low hanging trees, dense undergrowth and narrow pathways can restrict accessibility to the proposed boring locations. If the abovementioned site conditions exist at the site, Geo-Tech can provide you with an additional quote if clearing services are needed at the site.

Geo-Tech will record our boring locations utilizing a Garmin GPSMap64s unit for traceability as the project develops. Samples will be recovered from the soil borings per ASTM standards and returned to our laboratory for visual classification per the Unified Soil Classification Group System.

A report will be issued presenting our findings including estimated seasonal high water table levels, depths to confining layers and permeability rates to guide design of the drainage retention area.

Geo-Tech estimates our fee to provide the abovementioned scope of services to be \$11,115.00. Please note, due to increased processing fees incurred, Geo-Tech estimates our fee to be \$11,559.60 when utilizing a credit/debit card to make final payment.

Our scope of services may change depending on the subsurface conditions found and you will only be invoiced for the actual field exploration services performed at the unit rates shown on the attachment. Mobilization fees provided are based on the anticipated number of site visits. Geo-Tech will not exceed our estimated total fee without authorization from you. The proposed scope of services and estimated prices are itemized and presented in Attachment A.

The report will be available about five (5) business days after the completion of the field exploration and associated laboratory testing services. Field exploration services will not be initiated until the signed authorization is received. Payment for services is required prior to delivery of the sealed reports.

We sincerely appreciate the opportunity to submit this budget proposal to you and understand the importance of providing prompt professional service to keep your project on schedule. Should you have any questions concerning this budget proposal or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,



Grady N. Polk
Staff Engineer
GNP/CAH



Craig A. Hampy, P.E.
Senior Project Engineer

Please complete the following authorization form and return via email to Grady N. Polk at gpolk@geotechfl.com to schedule the proposed field work.

Signed authorization below gives Geo-Tech, Inc. authorization to collect interest as allowed by the State of Florida on all accounts not paid in full within thirty (30) days. In addition, the signee will be responsible for all attorney fees charged for collection of this invoice.

Authorization Signature: _____ Date: _____

Authorization Name (Please Print): _____

Representing (Company Name): _____

Billing/Mailing Address: _____

Phone No.: _____ Email: _____

Attachment A

Proposed Scope of Services and Estimated Prices

Attachment A
Proposed Scope of Services and Estimated Prices

Field Services:

• Mobilization of Men and Equipment 1 mobilization @ 400.00/each	\$400.00
• Standard Penetration Test (SPT) Boring & Sampling 5 borings @ 35 L.F. @ 15.00/L.F.	\$2,625.00
• Piezometer Installation and Monitoring 1 @ Lump Sum	\$5,160.00
• Lab Permeability Tests (Lab – Falling Head) 2 laboratory permeability tests @ 180.00/each	\$360.00
• Undisturbed Samples (Shelby Tubes) 2 tests @ \$175.00/each	\$350.00

Laboratory Services:

• Soil Classification 3 hours @ 65.00/hour	\$195.00
• Laboratory Testing Allowance 1 allowance @ 300.00/each	\$300.00

Professional and Technical Services:

• Senior Project Engineer 5 hours @ 155.00/hour	\$775.00
• Soil Scientist 6 hours @ 110.00/hour	\$660.00
• CADD Draftsman 3 hours @ 75.00/hour	\$225.00
• Administration 1 hour @ 65.00/hour	\$65.00

Total	\$11,115.00
--------------	--------------------

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 digitally signed form to **Procurement@marionfl.org**

Date: 6/12/2025 Department: Office of County Engineer Change Order #: 3

☐ Additional Days Only

Is Board Action Required? No

Contractor/Vendor (Name & Address):

Bid/Contract/Quote Number & Project Title:

23Q-225 CR475A Improvements TIP000022

Kittelson & Associates, Inc.

225 E Robinson St

Suite 335

Orlando, FL 32801

PO Number: 02401106

Contract Amount: \$ 1,481,953.00

GL Account Number (ORG/OBJECT):

BM761541 - 563221 GA771541-563511

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☐ N/A ☒

Project Account Number (If applicable):

TIP000022 TIP000023

Is the change order amount from Contingency? Yes ☐ No ☒

Requesting Amount of Contingency:

\$ 0.00

JUSTIFICATION & DESCRIPTION OF CHANGE

Requesting change order to TIP000022 (PO# 2401106). The contractor for CR 475A-Task A has identified additional survey scope/geotech testing that is necessary outside of the initial alignment ROW due to design modifications. The funding will cover the additional survey and soil borings. The change order = \$21,655; \$18,300 from TIP000022 TIPROADS EXPANS DES 761; \$3,355 from TIP000022 TIPROADS EXPANS DES 771. See attached backup documents.

*** BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE ***

Original Ordered Amount: \$1,481,953.00

Current Ordered Amount (Not the balance): \$1,538,473.00

The PO will be increased/decreased by this change order in the amount of: ☒ Increase ☐ Decrease \$ 21,655.00

The new PO amount including this change order will be: \$1,560,128.00
(PO amount will not change if it comes from contingency)(auto calculated)

Contract time will be Increased/decreased by 0 DAYS

Prior Substantial Completion Date: NA Revised Substantial Completion Date: NA

Prior Final Completion Date: NA Revised Final Completion Date: NA

Approval:

BCC Approval (when applicable):

Douglas A. Hunter 6/12/25
Director/Designee Date

Chairman, BCC Date

James Dingman 6/12/25
Project Mgr. Date

Attest: Clerk of Court Date

Administration (NEW amount is between \$25k - \$50k) Date

County Administrator Date

Procurement: Date

Reset Form

Email Form

Revised 10/2024



7328 West University Ave, Suite B
Gainesville, FL 32607
P 352.415.3450

June 10, 2025

Project #29647

Jack Dingman
Marion County, Office of the County Engineer
412 SE 25th Avenue
Ocala, FL 34471
RE: CR 475A - Task A Requested Amendments

Dear Jack:

Kittelison is requesting additional funds for the CR 475A Task A Roadway Improvements project. The requested funds will be used to obtain additional surveying and geotechnical information within the Ocala Stud properties. The County brought to our attention, after initial project negotiations, that a proposed development within the Ocala Stud properties had set aside frontage for future widening. An alignment shift was requested by Steven Cohoon, County Engineer, to utilize this proposed frontage.

The following amounts are requested to obtain the proposed information:

- JCH Consulting - \$18,300
- Geo-Tech - \$3,355

Detailed information for the additional work can be found within the appendix. Please contact me if you have any questions.

Sincerely,
KITTELSON & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Brandon Kelley', with a stylized flourish at the end.

Brandon Kelley
Associate Engineer
407.373.1132
bkelley@kittelison.com

APPENDIX

JCH

Consulting Group, Inc.

426 SW 15th Street
 Ocala, FL 34471
 Phone 352-405-1482
 www. JCHcg.com

November 5, 2024

Brandon Kelley, PE
 Kittelson & Associates, Inc
 225 East Robinson Street, Suite 355
 Orlando, Florida 32801

RE: CR 475 A – Red Oak Farm - Approximately 4000 Linear Feet

BK,

Thank you for considering JCH Consulting Group. After reviewing materials from our office, I have determined a fee for each task as listed below for the requested services. This will include the following tasks on the project listed above in Marion County, Florida:

- **Task #A Route Survey:** Fee: \$18,300.00
 - Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
 - Locate existing conditions along contiguous roadways
 - Confirm FEMA Flood Elevation
 - State Plane Coordinates
 - Location of Trees 10" and larger
 - All easements depicted on survey as furnished by client or platted
 - Locate all above ground utilities (gate valves, water meters, etc.)
 - Locate existing conditions along contiguous roadways
 - Vertical datum will be on NAVD 1988
 - Contours will be shown on a 1' for minor, and 5' for major
 - All easements depicted on survey as furnished by client or platted
 - Contours will be collected on a 100' grid
 - Spot elevations will be depicted at 50 foot intervals
 - Locate all above ground utilities (gate valves, water meters, sprinkler heads, power poles etc.)
 - Prepare three (3) Sketch of Descriptions for property acquisition. Location to be provided by project engineer.

Classification	Rates	Classification	Rates
Professional Surveyor/Mapper	\$130	2 Person Survey Crew	\$110
CAD Technician	\$75	3 Person Survey Crew	\$130
Clerical	\$45	Vvh in pavement	\$550 ea
GIS/Mapping Technician	\$75	Vvh out of pavement	\$400

Task #A - Route Survey:

	Professional Surveyor / Mapper	CAD Tech	Clerical	2 Person Surveyor Crew	Total
Price / Hr,	\$130.00	\$75.00	\$45.00	\$110.00	
Coordination	6	16	2		
Control	4	6		28	
Topographic Collection	6	44		50	
QA/QC	20				
Total	\$4,680.00	\$4,950.00	\$90.00	\$8,580.00	\$18,300.00

Once the proposal is authorized, we anticipate a completion date of 30 – 40 days subsequent to. The requested services will be delivered in an electronic drawing file in Civil 3D 2025 format and plotted 24"x36" maps. Upon completion an invoice will be delivered with the final map and drawing file. Payment will be due within 30 days of the invoice date.

Terms of this proposal are valid for 30 days from date of proposal. If you have any questions regarding this proposal, or for any further information, please do not hesitate to call.

Sincerely,

Chris Howson

Chris Howson, P.S.M., C.F.M., (FL., MS)
President
JCH Consulting Group, Inc.



ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

June 11, 2025
Proposal No. 14118
Addendum C Revision B

Brandon Kelley, P.E.
Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, Florida 32801

Reference: Proposed County Road 475A Improvements, Task A, Marion County, Florida
Budget Proposal for Geotechnical Engineering Consultant Services

Dear Mr. Kelley:

Per your request, Geo-Technologies, Inc. (Geo-Tech) is submitting this budget proposal to assist you on your project.

Based on our conversations and email correspondence with you on April 14, 2025, Geo-Tech understands that a combination of a gravity and MSE wall is currently being considered for the design of the retaining wall. Geo-Tech is to provide earth pressure and stability analysis of the structure.

Geo-Tech's scope of services for this project will consist of the following:

- Earth pressure and stability analysis of the retaining wall.

A report will be issued presenting our findings, evaluations and recommendations to aid in the foundation design of the retaining wall. Foundation design is not included within our scope of services. Geo-Tech should be informed if the loading conditions are established and can be provided prior to finalizing our report.

Geo-Tech estimates our fee to provide the abovementioned scope of services to be \$3,355.00. Please note, due to increased processing fees incurred, Geo-Tech estimates our fee to be \$3,489.20 when utilizing a credit/debit card to make final payment.

Our scope of services may change depending on the subsurface conditions found and you will only be invoiced for the actual services performed at the unit rates shown on the attachment. Geo-Tech will not exceed our estimated total fee without authorization from you. The proposed scope of services and estimated prices are itemized and presented in Attachment A.

Proposed County Road 475A Improvements, Task A
Marion County, Florida

June 11, 2025
Proposal No. 14118 Addendum C Revision B

The report will be available about five (5) business days after the completion of the field exploration and associated laboratory testing services. Field exploration services will not be initiated until the signed authorization is received. Payment for services is required prior to delivery of the sealed reports.

We sincerely appreciate the opportunity to submit this budget proposal to you and understand the importance of providing prompt professional service to keep your project on schedule. Should you have any questions concerning this budget proposal or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,



Grady N. Polk
Staff Engineer

GNP/CAH



Craig A. Hampy, P.E.
Senior Project Engineer

Please complete the following authorization form and return via email to Grady N. Polk at gpolk@geotechfl.com to schedule the proposed field work.

Signed authorization below gives Geo-Tech, Inc. authorization to collect interest as allowed by the State of Florida on all accounts not paid in full within thirty (30) days. In addition, the signee will be responsible for all attorney fees charged for collection of this invoice.

Authorization Signature: _____ Date: _____

Authorization Name (Please Print): _____

Representing (Company Name): _____

Billing/Mailing Address: _____

Phone No.: _____ Email: _____

Attachment A

Proposed Scope of Services and Estimated Prices

Proposed County Road 475A Improvements, Task A
Marion County, Florida

June 11, 2025
Proposal No. 14118 Addendum C Revision B

Attachment A
Proposed Scope of Services and Estimated Prices

Professional and Technical Services:

• Senior Project Engineer 7 hours @ 155.00/hour	\$1,085.00
• Soil Scientist 18 hours @ 110.00/hour	\$1,980.00
• CADD Draftsman 3 hours @ 75.00/hour	\$225.00
• Administration 1 hour @ 65.00/hour	\$65.00
Total	\$3,355.00

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 Kittelson & Associates, Inc., with a principal address at 851 SW 6th Avenue, Suite 600, Portland, OR 97204, and an office located at 225 E Robinson Street, Suite 355, Orlando, FL 32801, possessing FEIN# 93-0964447 (hereinafter referred to as "FIRM") under seal for the CR 475A (SW 27th Avenue) Improvements, (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 #23Q-225 - CR 475A (SW 27th Avenue) Improvements, 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. The Work (defined herein) shall commence upon Board Approval and reach final completion within 16 months ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. The 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 will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of the Project 23Q-225, shall provide complete Professional Services as stated in the Solicitation and shall additionally adhere by the duties attached in **Exhibit A** for all services referred to herein as "Work." The Work shall particularly comply with the original RFP or Task Order that is part of the Contract Documents.

Section 6 – Compensation. COUNTY shall make payment of \$1,481,954.00, (the "Agreement Price"), to FIRM under established procedure, upon completion of the Work. 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 due hereunder, if provided in the Contract Documents. 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. When applicable, the Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as **Exhibit B**.

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 Firm/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 FIRM/Vendor does not own vehicles, the Firm/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.

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, severe floods, epidemics and pandemics.

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, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:

- a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S., or
 - b. Engaged in business operations in Cuba or Syria.
- 2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or
 - b. Engaged in a boycott of Israel.
- B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.
 - 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 - 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or is engaged in a boycott of Israel.
 - 4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 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: Kittelson & Associates, Inc.
225 E Robinson Street, Suite 355, Orlando, FL 32801
CONTACT PERSON: Brandon Kelley | Phone: 407-373-1116

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

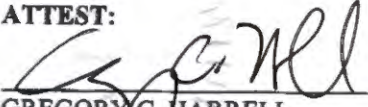
Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: bkelly@kittelson.com and aburghdoff@kittelson.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, EXHIBIT B**

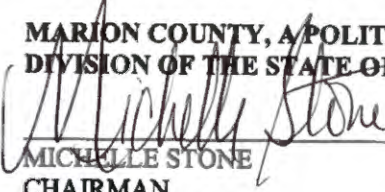
IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:



GREGORY C. HARRELL, DATE 2/20/2024
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA

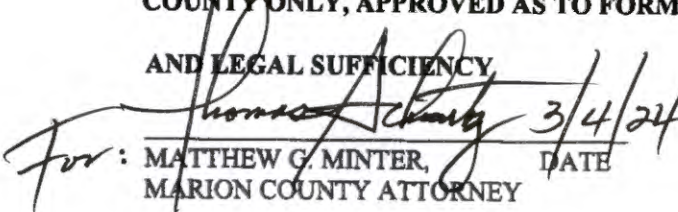


MICHELLE STONE, DATE 2/20/2024
CHAIRMAN

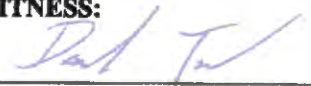
FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM

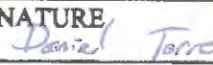
BCC APPROVED: February 20, 2024
23Q-225 | CR 475A (SW 27th Avenue)
Improvements

AND LEGAL SUFFICIENCY


For: MATTHEW G. MINTER, DATE 3/4/24
MARION COUNTY ATTORNEY

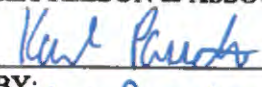
WITNESS:

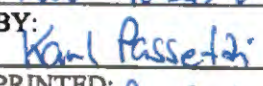


SIGNATURE


PRINTED NAME

KITTELSON & ASSOCIATES, INC.

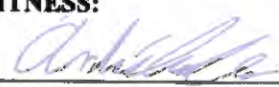


BY: DATE 3/1/24


PRINTED:
Vice-President

ITS: (TITLE)

WITNESS:



SIGNATURE
Andres Sevilla

PRINTED NAME

EXHIBIT A - SCOPE OF WORK

CR 475A – Task A

ROADWAY FINAL DESIGN

Marion County (CLIENT) has requested final roadway design services for the profile adjustment and realignment of CR 475A (SW 27th Ave) between SW 42nd Street and approximately 600-ft south of SW 55th Street Road to alleviate existing flooding issues. Roadway length is approximately 1.15 miles. The location of the proposed improvements is shown below.

Location Map



Project assumptions include:

- All work and improvements will be contained within the existing County Right of Way (ROW)
 - No ROW plans or legal descriptions will be required
- No environmental permits or clearances are required
- Topographic and boundary survey will be provided by JCH Consulting Group, Inc. (Subconsultant)
- Stormwater and hydraulic drainage analysis and design will be provided by Tillman & Associates Engineering, Inc. (Subconsultant)
- Structural analysis and design and Maintenance of Traffic plans will be provided by WGI (Subconsultant)
- Geotechnical analysis will be provided by Geo-Tech, Inc. (Subconsultant)

Should the County, project conditions, or other circumstances require changes to the above stated assumptions, or areas not previously described, Kittelson will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

CLIENT FURNISHED INFORMATION (if available)

- Previous analysis
- Necessary CAD standards/borders
- Permitting requirements
- Any previous design projects along the corridor

SCHEDULE

Kittelson will begin performance of the following design services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the client and is exclusive of client and local review of interim products and is anticipated to an 8-month duration from receipt of the Notice to Proceed. Kittelson will prepare a detailed project schedule after the Notice to Proceed.

PROJECT MILESTONES

Kittelson will prepare construction plans and specifications as described below. The project will proceed through the following design phases:

- a) Phase I (30%)
- b) Phase II (60%)
- c) Phase II (90%)
- d) Final Plans

Specifically, the following tasks will be performed:

(Fee Sheet Task 3) PROJECT GENERAL AND COMMON TASKS

The following administrative and management-related tasks will be performed on this project.

A. Notice-To-Proceed

Prior to beginning work, Kittelson will meet with the CLIENT and other representatives with pertinent information to the project. The purpose of this meeting will be to:

- a. Establish general rules and criteria under which the plans will be prepared.
- b. Allow the CLIENT to provide pertinent data applicable to the project.
- c. Explain the financial administration of the project, and
- d. Render official Notice-to-Proceed letter.

B. Schedule

Kittelson will prepare a schedule that will include major tasks, key milestones and schedule of deliverables. The initial project schedule will be submitted at the notice to proceed meeting for review by the CLIENT

C. Progress Reports

Kittelson will prepare monthly progress reports to accompany invoicing. These reports will note progress to date and status of key deliverables.

D. Quality Control

Kittelson design will undergo QA/QC design and computation checks before each major project deliverable as part of our formal quality assurance program. Documentation of design calculations and quantity computations and the independent checking of same will be performed under the appropriate task.

E. Communication and Collaboration

Kittelson will work with the following agencies who have jurisdiction over the outcome of this project and are involved in adjacent ongoing construction projects. Anticipate two (2) one (1) hour meetings with the following agencies:

1. St. John's River Water Management District (SJRWMD)
2. US Army Corps of Engineers (If needed)

F. Project Meetings

Up to thirty-two (32) biweekly progress Meetings will be held throughout the life of the projects. Kittelson anticipates meetings following the 30%, 60% & 90% plan submittals; intermediate meetings as required to discuss project efforts and to identify and resolve critical issues. Plan review meetings will replace progress meetings as needed. Kittelson will prepare an agenda prior to each meeting and will follow up with meeting minutes indicating issues discussing and any action necessary to reach resolution.

(Fee Sheet Task 3) PUBLIC INVOLVEMENT & STAKEHOLDER COORDINATION

Public involvement will include both CR 475A Tasks A and B. Kittelson will prepare the following:

- Notifications – To be distributed through Every Door Direct Mailer to area residents. Notifications will inform residents of proposed design, public meeting, and construction schedule.
- Driveway modification letter – One (1) anticipated for Glen Hill Farms.
- Slide Deck Presentation – Will be developed for use within public meeting.
- Public Meeting – One (1) two (2) hour public meeting will be held. Meeting location to be coordinated with the County.
- Public meeting follow up – Kittelson will prepare responses to public comments.
- Commissioner meetings – Two (2) meetings with Commissioners at one (1) hour apiece.
- Kittelson will hold meetings with the following adjacent parcel owners or their representatives: Red Oak Farm, Glen Hill Farms, & Westbury Neighborhood HOA. Two (2) one (1) hour meetings will occur with each owner.

TOPOGRAPHIC AND BOUNDARY SURVEY

See JCH's scope within the Appendix.

(Fee Sheet Task 4) EXISTING CONDITIONS VERIFICATION

Kittelson will conduct one (1) four (4) hour field review (travel time included) with two (2) employees after initial survey. Kittelson will document findings and discuss potential conflicts and areas of concern with the CLIENT during one (1) one (1) hour review meeting.

One (1) additional four (4) hour field review with two (2) employees will occur during the design phase.

(Fee Sheet Tasks 4 & 5) ROADWAY DESIGN – 30%, 60%, 90% and Final

Kittelson will prepare the Final Design and Contract Documents for the new roadway in accordance with local, state, and national design guidance including the Florida Greenbook, Marion County Standards, and ADA.

The plans will be prepared in a conventional split-sheet format for the Plans and Profiles on 22" x 34" sheets. The plans will be prepared on design topographic survey. The sheets will be developed to a horizontal scale of 1" = 40' and vertical scale of 1" = 5'. The plan-profile sheets will show the project's complete horizontal and vertical alignments. Various elements such as pavement width, street and driveway crossings, drainage structures, and right-of-way and easement lines will be shown and dimensioned. Proposed drainage improvements will also be shown on the plan-profile sheets.

Typical sections will be prepared as appropriate to detail construction of roadway.

Cross-Sections will be developed at 50-foot intervals along the baseline of survey to scales of 1" = 10' horizontal and 1" = 5' vertical.

DRAINAGE DESIGN

See Tillman's scope within Appendix.

UTILITY COORDINATION

See JCH's scope within Appendix.

(Fee Sheet Task 7) PROPOSED UTILITY DESIGN COORDINATION

Kittelson will coordinate with utility owners on necessary and proposed utility relocations. Kittelson will facilitate meetings and review of proposed designs with utility owners and CLIENT.

(Fee Sheet Tasks 19 & 20) SIGNING AND PAVEMENT MARKINGS

Kittelson will design the signing and pavement markings in accordance with the current version of the MUTCD and FDOT Design Standards. The plans will provide the type, color and spacing of striping and raised pavement markings. Regulatory, warning, and directional signing will be prepared for the signing and pavement marking items.

EROSION CONTROL PLANS

See Tillman's scope within Appendix.

PERMITS

See Tillman's scope within Appendix.

STRUCTURAL DESIGN

See WGI's scope within Appendix.

MAINTENANCE OF TRAFFIC / STAGING DESIGN

See WGI's scope within Appendix.

Design Package Deliverables

These are the anticipated deliverables for the design tasks listed within this scope. Design specific notes, project detailing, labeling, individual sheet creation, and plan packaging is including within this work.

1. Phase I (30%)

- Roadway plans.

Sheet Number	Title	Number of Sheets
1	Cover/Signature Sheet	1
2-3	Typical Sections	2
4	Construction Layout	1
5-14	Plan & Profile	10
15	Drainage Map	1
16-25	Signing and Pavement Markings	10

1. Phase II (60%)

- Roadway Plans. The following plan sheets are anticipated:

Sheet Number	Title	Number of Sheets
1	Cover/Signature Sheet	1
2-3	General Notes	2
4-5	Tabulation of Quantities	2
6-7	Typical Sections	2
8-9	Details	2
10	Construction Layout	1
11-20	Plan & Profile	10
21-45	Cross-Sections	25
39	Drainage Map	1
40-44	Summary of Drainage Structures	5
46-48	Drainage Details	4
49-58	Signing and Pavement Markings	10

59-63	Wall Profile	5
64-65	Wall Details	2
66-67	Staging Typical's	2
68-97	Staging Design Plans	30
111	Erosion and Sediment Control Notes	15
<ul style="list-style-type: none"> • SJRWMD Environmental Permit Applications • Opinion of Probable Construction Costs • PDF of Deliverables 		
2. Phase III (90%)		
<ul style="list-style-type: none"> • Roadway Plans • Technical Specifications (As needed) and Bid Form • Opinion of Probable Construction Costs • PDF of Deliverables 		
3. Phase IV (Final Plans)		
<ul style="list-style-type: none"> • Roadway Plans • Technical Specifications (As needed) • Opinion of Probable Construction Costs • PDF of Deliverables 		

*Plan sheets will be prepared in PDF and on 11x17 format sheets. CAD files will be made available as requested and upon final project delivery. Any other format will be subject to additional services.

Opinion of Probable Construction Costs (OPC)

Kittelson will provide quantities and use the latest CLIENT provided bid tabs/unit costs OR Area 06 FDOT 6-Month Average Costs to produce OPCs for the 60%, 90%, and Final Submittal. Opinion of probable costs will include: COUNTY or FDOT pay item numbers, descriptions, units, quantities, unit prices, and total prices for respective quantities. Quantities will be attained from design files and modified, as needed, through the design process. Unit costs will also be updated at each phase.

Specifications Package and Bid Documents

Proposed work will be designed in accordance with the latest edition of FDOT Standard Specifications, FDOT Design Standards and the FDOT Design Manual. Kittelson will assemble any non-FDOT standard technical specifications and bid form to be incorporated into the bid package. The CLIENT will be responsible for the general conditions and assembling the bid package, and advertising. Kittelson will prepare the following items in the Bid Package:

- Identify pay items and work categories for specifications and bid form
- Review FDOT specifications for appropriate work efforts
- Identify the links to the FDOT and COUNTY website for appropriate specifications.
- Although not anticipated, Kittelson will prepare up to two (2) Technical Special Provisions if needed.

ADDITIONAL TASKS POST DESIGN

These additional services will be available at CLIENT's request but are not included in the fee and will require a work order amendment.

Bidding Assistance

Kittelson will perform post-design task when requested by CLIENT. Kittelson will provide the following services:

- Assist CLIENT during bidding of the project by responding to Bidder's questions received through Procurement or from the pre-bid meeting, by preparing addenda, as required. Attend and participate in Pre-Bid meeting.
- Review the bids received, review and verify the bid tabulation prepared by CLIENT, assist CLIENT in identifying the lowest responsible and responsive bidder, and prepare a formal recommendation of award.
- Assemble and prepare "Conformed Bid Documents" (Bid Documents as modified during the bid process).
- Provide a set of signed and sealed conformed construction plans (11" x 17") reflecting any addenda or changes issued as a result of the project bidding and award process - no later than seven (7) calendar days from project bid opening.
- A single PDF version of plans and one (1) AutoCAD electronic file format furnished to CLIENT.

Limited Construction Administration

- Kittelson will perform this post-design task when requested. It is anticipated that post-design services will begin shortly after design phase is completed.
- Kittelson will make field visits/observations as requested. These observations will not be exhaustive or continuous.
- Kittelson shall not be responsible for day-to-day inspection or material testing.
- Kittelson's review and approval of submittals such as shop drawings, product data, samples and other data will be for the limited purpose of checking for conformance with the design concept and the information in Kittelson's documents. This review will not include review of the accuracy or completeness of weights or gauges, fabrication processes, precautions, all of which are the sole responsibility of the contractor and other unrelated parties. Review of a specific item will not indicate that Kittelson has reviewed the entire assembly of which the item is a component.
- Kittelson will not be responsible for any deviations from Kittelson's documents or other documents which are not brought to the attention of Kittelson in writing by the contractor.
- Kittelson will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor.
- Field visits will be scheduled as necessary for certification purposes or as requested. Visits will be billed for each occasion. It is assumed that the contractor will be responsible for preparing signed and sealed as-built plans.

Table 1:

	Project Disciplines	Billing Method	Proposed Fee
1	Kittelson (Prime) – Roadway Design & Traffic Analysis	Lump Sum	\$324,924
2	Tillman (Subconsultant) – Drainage & Permitting	Lump Sum	\$320,110
3	Geo-Tech (Subconsultant) – Geotechnical	Lump Sum	\$44,520
4	JCH (Subconsultant) – Surveying/Utility Coordination/RW	Lump Sum	\$17,690
5	WGI (Subconsultant) – Structural/MOT	Lump Sum	\$238,590
Total Fee =			\$945,834
Tillman (Subconsultant) – Optional Task – Pumping Analysis			\$113,360

APPENDIX

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 475 (SW 27th Avenue) Task A
 County: Marion
 FPN: 0
 FAP No.: 1/0/1900

Consultant Name: Kittelson & Associates, Inc.
 Consultant No.: 29647
 Date: 1/12/2024
 Estimator: BRUCE W. KIDDER, PE

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Principal Engineer	Senior Engineer	Project Engineer	Engineer	Engineering Intern	Technician	Admin/Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project Common and Project General Tasks	268	62	0	40	40	0	40	39	27	0	0	0	0	268	\$68,364	\$217.74
4. Roadway Analysis	784	94	39	157	381	78	55	0	0	0	0	0	0	784	\$183,010	\$233.43
5. Roadway Plans	167	17	8	17	33	42	50	0	0	0	0	0	0	167	\$35,605	\$213.20
7. Utilities	44	22	0	22	0	0	0	0	0	0	0	0	0	44	\$11,838	\$269.00
18. Signing & Pavement Marking Analysis	123	12	6	12	37	49	7	0	0	0	0	0	0	123	\$27,133	\$220.56
20. Signing & Pavement Marking Plans	42	5	2	4	8	10	13	0	0	0	0	0	0	42	\$8,966	\$213.95
Total Staff Hours	1,426	232	65	252	479	178	165	39	27	0	0	0	0	1,426		
Total Staff Cost		\$66,120.00	\$18,115.00	\$63,766.00	\$106,517.00	\$34,547.00	\$28,545.00	\$6,162.00	\$2,862.00	\$0.00	\$0.00	\$0.00	\$0.00		\$324,924.00	\$227.54



**MARION COUNTY
CR475A (SW 27TH AVE) IMPROVEMENTS
TASK A**

Marion County
Board of County Commissioners
601 SE 25th Ave
Ocala, Florida 34471
352-438-2300

CONTRACT

Tillman & Associates Engineering, LLC hereafter referred to as **CONSULTANT** is pleased to provide the following Agreement for Professional Engineering Services for the proposed **PROJECT NAME** project in the County/City, State.

SCOPE OF WORK:

It is understood in this Agreement that the contract term will be for six (6) months for the roadway improvements of CR 475A associated with "Task A" with provisions for contract extension and/or additional negotiation at the discretion of the County, pending mutual Agreement and Board approval. For Task A, the CONSULTANT will provide design services, construction plans and bid documents for the immediate improvements to CR 475A to remedy the current roadway flooding situation and serve as a basis for a future four (4) lane roadway. Task A also includes an optional task to analyze pumping scenarios at the Glen Hill Farm flooding location. The services are more fully described in the following sections of this Agreement.

In addition, Tillman and Associates Engineering, LLC will meet with the Client as necessary to ensure that the necessary information is being provided in a timely manner.

TASK I - ENGINEERING PLANS

A. Service to include preparation of engineering plan sheets related to the drainage design (Primary and Secondary Drainage Maps, Drainage Details, Erosion Control Plan, etc.). Service will also include review and coordination of the overall plan set with Kittleson & Associates, including evaluation of cross-sections, to meet project's drainage goals and objectives. Construction Drawings for the proposed project to include the following:

1. Primary and Secondary Drainage Maps
2. Drainage Details
3. Erosion and Sediment Control Plan

Fee: \$79,500.00

TASK II - STORMWATER DESIGN

A. Stormwater Design

1. Service to include the design of stormwater conveyance systems associated with

the proposed roadway to meet St. Johns River Water Management District (SJRWMD) and COUNTY criteria. Calculations to include inlet, pipe, swale, and gutter spread to meet COUNTY criteria.

2. Service to include Stormwater Quantity and Quality design per St. Johns River Water Management District (SJRWMD) and COUNTY criteria. Task A (elevated roadway) anticipates addressing stormwater treatment and attenuation to be provided within the existing road right-of-way using open swales and earth ditch blocks. Task B (roundabout) anticipates providing treatment and attenuation within a Drainage Retention Area to be constructed with the project.
3. Service to include quantifying the floodplain impacts associated with the proposed roadway, and the necessary compensation to mitigate flooding impacts. Floodplain encroachment calculations will be used in negotiations with adjacent landowners. Determine offsite easement requirements.
3. Preparation of the required National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) application to the Client's awarded contractor. It is understood that the contractor will be responsible for signing the application and submitting it to FDEP and will be ultimately responsible for erosion and sediment control best management practices and system monitoring during construction.

Fee: \$184,450.00

TASK III - PERMITTING

A. SJRWMD - Environmental Resource Permit (ERP)

1. Service to include the preparation and submittal of the necessary ERP application for submittal to SJRWMD. Consultant will pursue a permit exemption with SJRWMD for the proposed road work.
2. Service to include Requests for Additional Information (RAIs).

Fee: \$38,000.00

TASK IV - MEETINGS

A. A CONSULTANT principal and/or project manager will prepare for and attend the following meeting during the construction plan approval process:

1. One (1) Kickoff meeting with COUNTY.
2. Four (4) meetings with COUNTY to occur following the 30%, 60%, 90%, and 100% plans submittals.

3. Four (4) meetings with COUNTY and stakeholders, including Pre-Bid, Pre-Con, and public meetings.

Fee: \$18,160.00

TASK V – OPTIONAL PUMP ANALYSIS

A. Service includes the following:

1. Quantify the expected runoff and flood impacts from selected design storm events.
2. Analyze and quantify the capacity of existing stormwater conveyance systems and Drainage Retention Area (DRA) to receive the pumped runoff.
3. Analyze pumping scenario and identify a feasible pump selection.
4. Develop a recommended operating procedure for the County to follow during pumping operations.

Fee: \$113,360.00

EXCLUSIONS

The tasks listed within the above proposal do not include the following items:

- Construction Administration Services per COMPENSATION Section A, other than those items specifically listed in this contract
- As-Built Certifications per COMPENSATION Section B.
- Reimbursables per the Section entitled Compensation/Out-of-Pocket Expenses
 - Photometric Services
- Survey Services other than those items specifically listed in this contract
- Environmental Services other than those items specifically listed in this contract
- Geotechnical Services other than those items specifically listed in this contract
 - Historical Preservation Permitting
- Archeological Studies
- Public Information Meetings
- SWFWMD Consumptive Use Permitting
- ACOE Permitting
- USFWCC Permitting
- Record Plat
- Survey, Construction Staking, and/or Final Lot Staking
- Transportation Consulting Services
- Potable Water Treatment Plant Design
 - Wastewater Treatment Plant Design
- FEMA Permitting
- Aerial Photography.
- Third Party Objections and/or Petitions Against a Permit
- Professional Testimony
- Noise Studies
- Offsite Utilities
 - Existing Utility Locates
- Preparation of Legal Documents including but not limited to: right-of-way dedication, easements, H.O.A. or Property Owner's Agreement documents, Covenants Deeds and Restrictions, Developer's Agreements, etc.
- As-Built field surveys for contractor and/or lending institutions
- Cost Estimates and/or Quantity Take-offs
- Printing Cost
- Mailing Cost
 - Copies
- Applications Fees

TASK SUMMARY

Task I	\$79,500.00
Task II	\$184,450.00
Task III	\$38,000.00
Task IV	\$18,160.00
Task V	\$113,360.00
Total	\$ 433,470.00

HOURLY RATE SCHEDULE

Professional Engineer V	\$295.00 /hour
Professional Engineer IV	\$230.00 /hour
Professional Engineer III	\$205.00 /hour
Professional Engineer II	\$185.00 /hour
Professional Engineer I	\$160.00 /hour
Engineer In Training II	\$130.00 /hour
Engineer In Training I	\$115.00 /hour
Landscape Architect III	\$125.00 /hour
Landscape Architect II	\$115.00 /hour
Landscape Architect I	\$105.00 /hour
Engineer Technician IV	\$140.00 /hour
Engineer Technician III	\$125.00 /hour
Engineer Technician II	\$110.00 /hour
Engineer Technician I	\$90.00 /hour
Planning Technician III	\$140.00 /hour
Planning Technician II	\$115.00 /hour
Planning Technician I	\$95.00 /hour
Field Representative II	\$100.00 /hour
Field Representative I	\$80.00 /hour
Technical Support / Analyst IV	\$150.00 /hour
Technical Support / Analyst III	\$135.00 /hour
Technical Support / Analyst II	\$120.00 /hour
Technical Support / Analyst I	\$95.00 /hour
Clerical / Permit Coordinator III	\$95.00 /hour
Clerical / Permit Coordinator II	\$85.00 /hour
Clerical / Permit Coordinator I	\$75.00 /hour
Copies, Mailings, Prints, etc.	Cost + 15%
Mileage	\$0.80/mile

GENERAL CONDITIONS

A. TERMINATION:

The Agreement may be terminated by either party upon thirty (30) days written notice.

B. DOCUMENTS:

All original drawings, computations, details, design calculations, and electronic media that result from Tillman & Associates Engineering, LLC., services are the property of Tillman & Associates Engineering, LLC. Upon payment in full for services completed, client may at his expense, obtain copies of any documents or reproducible copies of drawings. In doing so, client agrees that no additions, deletions, changes or revisions shall be made to same without the express written approval of Tillman & Associates Engineering, LLC.

C. FEE RENEGOTIATION:

The hourly rates given in this contract are for **construction administration services, as-built certifications, and additional services** requested by the client outside the scope of the contract tasks. The hourly rates are applicable through December 31st of the year the contract was executed, and are subject to renegotiation on January 1, each year, thereafter. Contract prices shall remain as quoted for two (2) years after execution of the contract after which, contract prices shall be renegotiated for any remaining tasks.

D. REGULATORY REQUIREMENTS:

The fees quoted herein are quoted based on all regulations, state and/or local that are presently in effect as of this contract date. If regulations change during the permitting and design phase of this project, Tillman & Associates Engineering, LLC., reserves the right to renegotiate fees for services that may be affected by regulatory changes.

E. PERMIT ACQUISITION:

Tillman & Associates Engineering, LLC., cannot guarantee the acquisition of all permits and/or approvals. However, we will do everything possible to achieve this goal. The Client is responsible for payment of all consulting fees due Tillman & Associates Engineering, LLC., regardless of agency and/or governmental actions.

F. PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

COMPENSATION

A. CONSTRUCTION ADMINISTRATION SERVICES

These additional services will be available at CLIENT's request but are not included in the fee and will require a work order amendment.

Service will include the following:

- Supporting the bid process, bid review, and bid award,
- Attending pre-construction, utility, coordination and progress meetings,
- Reviewing, commenting, and approving shop drawings and submittals,
- Providing responses for requests for information (RFI's) and clarification of design questions,
- Reviewing contractor pay applications and material quantities,
- Requesting and reviewing additional geotechnical testing,
- Revising plans and/or specifications for unforeseen conditions,
- Inspecting the site for adherence to project plans and specifications,
- Reviewing and commenting on as-built survey,
- Assisting with punch list items,
- Submitting follow-up permit modifications (as necessary).

B. AS-BUILT CERTIFICATIONS

These additional services will be available at CLIENT's request but are not included in the fee and will require a work order amendment.

Tillman & Associates Engineering, LLC., upon request from CLIENT, can provide the following services at an hourly rate as outlined in the Hourly Rate Schedule:

1. Conduct a final site visit and review the as-built survey for compliance with the original permits.
2. Submit certifications of completions and as-built drawings to the following State and local agencies as required:
 - a. Local Permitting Agency
 - b. Water Management District
 - c. Florida Department of Environmental Protection
 - d. Florida Department of Transportation

C. ADDITIONAL SERVICES:

Tillman & Associates Engineering, LLC., will be compensated for additional services, such as:

1. Any changes made outside the scope of services defined in this contract at the

Client's request.

2. Revisions caused by changes of governmental requirements after the date of this Agreement.
3. Redesign per client after preliminary design has been submitted to the approving agency.

D. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule and additional services fees, Tillman & Associates Engineering, LLC., shall be reimbursed for out-of-pocket expenses which include, but are not limited to: blueprints, copies, plots, aerials, express deliveries, specialized postage, and travel outside of the Central Florida area.

E. ACCEPTANCE:

Tillman & Associates Engineering, LLC., will begin work immediately after receipt of this executed Agreement. Tillman & Associates Engineering, LLC. understands the significance of the Project schedule and will use its best efforts to perform the services outlined in an attempt to meet the Project schedule. Tillman & Associates Engineering, LLC., will consult with the Client to establish a mutually agreeable timetable to perform its services. Tillman & Associates Engineering, LLC., billing shall be sent on a bi-monthly basis and each shall reflect the percentage of work completed during the billing period. All invoices shall be paid within thirty (30) days. All unpaid balances after thirty (30) days shall be subject to a finance charge of 1.5% interest (per month). Tillman & Associates Engineering, LLC., reserves the right to withhold submittal of applications until such time that all unpaid balances have been satisfied. The undersigned will pay all costs and expenses, including a reasonable attorney's fee, incurred or paid by Tillman & Associates Engineering, LLC., in the collection of this obligation by suit or otherwise. Tillman & Associates Engineering, LLC., reserves the right to stop work on the above agreed scope of services if any invoice remains unpaid in its entirety for more than 45 days.

Any and all outstanding balances shall be paid or brought current before submittal of Final Improvement Drawings for approval by state and local agencies.

Thank you for your time and consideration. We look forward to working with you and your company.

APPROVED AND ACCEPTED THIS _____ DAY OF _____ 2024.

BY _____

TITLE _____

BY _____

J. David Tillman, P.E., President
Tillman & Associates Engineering, LLC.

Tillman & Associates
ENGINEERING, LLC.

www.tillmaneng.com
1720 SE 16th Ave., Bldg. 100
Ocala, FL 34471



January 3, 2024

TO: Brandon Kelley
Kittleson & Associates, Inc.
225 E. Robinson Street, Suite 355
Orlando, FL 32801

FROM: Henri Belrose
WGI, Inc.
800 N. Magnolia Avenue, Suite 1750
Orlando, FL 32803

RE: RFQ 23Q-225: CR 475A (SW 27th Avenue) Improvements
Marion County, FL
Scope and Fee Proposal

Mr. Kelley:

Please find the attached Exhibit "A" draft scope, staff hour, and fee proposal. WGI will provide design services for Tasks A and B of the referenced RFQ for the following activities:

- Temporary traffic control plan (TTCP)
- Temporary and permanent retaining walls

The draft scope, staff hours, and fee proposal are organized using FDOT standard scope of services activities and staff hour estimation forms.

Post-design services are not included with this fee proposal.

We look forward to working with you on this project.

A handwritten signature in blue ink, appearing to read 'Henri V. Belrose'.

Henri V. Belrose
VP – Senior Project Manager
WGI, Inc.

EXHIBIT "A"
TASK A

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.9 Temporary Traffic Control Plan Analysis

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the County as soon as possible. Proposed road closings must be reviewed and approved by the County. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities.

4.10 Master TTCP Design Files

The CONSULTANT shall develop master Traffic Control Plan (TCP) files showing each phase of the Traffic Control Plan.

4.16 TTCP Quantities

The CONSULTANT shall develop accurate quantities and the supporting documentation, including construction days when required.

4.17 Cost Estimate

4.20 Field Reviews

4.22 Technical Meetings

The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with County and/or Agency staff, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the County for review, the meeting

minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

4.23 Quality Assurance/Quality Control

It is the intention of the County that design CONSULTANTS are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow state design criteria and that the CONSULTANT submittals are complete.

It is the CONSULTANTS responsibility to independently and continually QC their plans and other deliverables.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall adhere to FDOT Design Manual Section 124 QA/QC Management Plan.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

4.25 Supervision

The CONSULTANT shall supervise all technical design activities.

4.26 Coordination

The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

5 ROADWAY PLANS

The CONSULTANT shall prepare Temporary Traffic Control plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.17 Temporary Traffic Control Plan Sheets

5.18 Temporary Traffic Control Cross Section Sheets

5.19 Temporary Traffic Control Detail Sheets

5.26 Quality Assurance/Quality Control

See Roadway Analysis Section 4.23

4.25 Supervision

See Roadway Analysis Section 4.25

6a DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

6a.15 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases.

6a.17 Cost Estimate

6a.27 Quality Assurance/Quality Control

See Roadway Analysis Section 4.23

6a.29 Supervision

See Roadway Analysis Section 4.25

6a.30 Coordination

See Roadway Analysis Section 4.26

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable state design criteria. Contract documents shall display economic solutions for the given conditions.

The CONSULTANT shall provide Design Documentation with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

9.8 Structures Quantities

9.9 Cost Estimate

The CONSULTANT shall produce a Wall Alternatives Analysis Report and exhibits summarizing permanent wall systems suitable for the project. Provide a recommended wall system based on evaluation of cost, constructability, aesthetics, and salvageability for future widening.

9.11 Field Reviews

9.12 Technical Meetings

See Roadway Analysis Section 4.22

9.13 Quality Assurance/Quality Control

See Roadway Analysis Section 4.23

9.15 Supervision

See Roadway Analysis Section 4.25

9.16 Coordination

See Roadway Analysis Section 4.26

17 STRUCTURES - RETAINING WALLS

The CONSULTANT shall prepare plans for Retaining Walls.

General Requirements

17.2 Horizontal Wall Geometry

Permanent Proprietary Walls

17.3 Vertical Wall Geometry

17.4 Semi-Standard Drawings

17.5 Wall Plan and Elevations (Control Drawings)

17.6 Details

Temporary Proprietary Walls

17.7 Vertical Wall Geometry

17.8 Semi-Standard Drawings

17.9 Wall Plan and Elevations (Control Drawings)

17.10 Details

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 475A (SW 27th Ave) Improvements
 County: Marion
 FPN: RFQ 23Q-225
 EAP No.: 018

Consultant Name: WGI (subconsultant)
 Consultant No.: enter consultants proj. number
 Date: 1/8/2024
 Estimator: input name

Staff Classification	Total Staff Hours From "SH Summary File"	Pr Project Manager	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineer Intern	Designer	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Staff Classification 13	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	190	39	9	6	22	47	30	32	0	0	0	0	0	0	\$41,510	\$208.59
5. Roadway Plans	101	16	2	2	19	26	26	24	0	0	0	0	0	0	\$19,880	\$198.80
6a. Drainage Analysis	33	4	1	1	2	11	12	2	0	0	0	0	0	0	\$6,825	\$208.78
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permit and Env. Clearance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Design, Non-Task	213	0	45	40	43	26	42	17	0	0	0	0	0	213	\$47,495	\$222.98
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Mobile Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	552	0	116	105	112	66	108	46	0	0	0	0	0	552	\$123,186	\$223.01
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	1,087	58	170	154	189	170	228	129	0	0	0	0	0	1,087	\$238,990.00	\$217.49
Total Staff Cost		\$17,920.00	\$50,190.00	\$40,040.00	\$43,470.00	\$35,700.00	\$34,510.00	\$16,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$238,990.00	

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Check = \$238,990.00			
SALARY RELATED COSTS:			\$238,990.00
OVERHEAD:		0%	\$0.00
OPERATING MARGIN:		0%	\$0.00
FCGM (Facilities Capital Cost Money):		0.00%	\$0.00
EXPENSES:		0.00%	\$0.00
Survey (Field - If by Prime)	0	4-person crew days @	\$ - / day
SUBTOTAL ESTIMATED FEE:			\$238,990.00
Subconsultant: Enter Name Sub 1			\$0.00
Subconsultant: Sub 2			\$0.00
Subconsultant: Sub 3			\$0.00
Subconsultant: Sub 4			\$0.00
Subconsultant: Sub 5			\$0.00
Subconsultant: Sub 6			\$0.00
Subconsultant: Sub 7			\$0.00
Subconsultant: Sub 8			\$0.00
Subconsultant: Sub 9			\$0.00
Subconsultant: Sub 10			\$0.00
Subconsultant: Sub 11			\$0.00
Subconsultant: Sub 12			\$0.00
SUBTOTAL ESTIMATED FEE:			\$238,990.00
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$238,990.00
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$238,990.00



ENGINEERING • CONSULTING • GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

January 5, 2024
Proposal No. 14118

Brandon Kelley, P.E.
Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, Florida 32801

Reference: Proposed County Road 475A Improvements, Task A, Marion County, Florida
Budget Proposal for Geotechnical Engineering Consultant Services

Dear Mr. Kelley:

Per your request, Geo-Technologies, Inc. (Geo-Tech) is submitting this budget proposal to assist you on your project.

Based on our conversations and email correspondence with you, Geo-Tech understands the project consists of widening the road to four lanes and adding two retaining walls.

Geo-Tech's scope of services for this project will consist of the following:

- Fifteen (15) Standard Penetration Test (SPT) soil borings to depths of thirty (30) feet below existing site grade in the proposed north retaining wall area.
- Four (4) Standard Penetration Test (SPT) soil borings to depths of thirty (30) feet below existing site grade in the proposed south retaining wall area.
- Ten (10) asphalt cores in the existing roadway.
- Twenty (20) soil borings to depths of ten (10) feet below existing site grade in the proposed swale areas.
- Twenty (20) soil borings to depths of twenty (20) feet below existing site grade in the proposed drainage retention areas.
- Ten (10) field horizontal and ten (10) field vertical permeability tests in the proposed drainage retention areas.

Geo-Tech typically utilizes track-mounted type drill rigs which allow access to areas typically inaccessible with conventional truck-mounted drill rigs. However, low hanging trees, dense undergrowth and narrow pathways can restrict accessibility to the proposed boring locations. If the above mentioned site conditions exist at the site, Geo-Tech can provide you with an additional quote if clearing services are needed at the site.

Geo-Tech will record our boring locations utilizing a Garmin GPSMap64s unit for traceability as the project develops. Samples will be recovered from the retaining wall, swale, and drainage retention area soil borings per ASTM standards and returned to our laboratory for visual classification per the Unified Soil Classification Group System. Samples will be recovered from the roadway soil borings per ASTM standards and returned to our laboratory for visual classification per the AASHTO Classification Group System.

A report will be issued presenting our findings, evaluations and recommendations to aid in the foundation design of the proposed retaining wall and roadway areas. Our report will also include our findings including estimated seasonal high water table levels, depths to confining layers and permeability rates to guide design of the swale and drainage retention areas. Foundation design is not included within our scope of services.

Geo-Tech estimates our fee to provide the above mentioned scope of services to be \$44,520.00. Our scope of services may change depending on the subsurface conditions found and you will only be invoiced for the actual field exploration services performed at the unit rates shown on the attachment. Geo-Tech will not exceed our estimated total fee without authorization from you. The proposed scope of services and estimated prices are itemized and presented in Attachment A.

The report will be available about five (5) business days after the completion of the field exploration and associated laboratory testing services. Field exploration services will not be initiated until the signed authorization is received. Payment for services is required prior to delivery of the sealed reports.

We sincerely appreciate the opportunity to submit this budget proposal to you and understand the importance of providing prompt professional service to keep your project on schedule. Should you have any questions concerning this budget proposal or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,



Grady N. Polk
Staff Engineer
GNP/CAH



Craig A. Hampy, P.E.
Senior Project Engineer

GEO-TECH.

Proposed County Road 475A Improvements, Task A
Marion County, Florida

January 5, 2024
Proposal No. 14118

Please complete the following authorization form and return via email to Grady N. Polk at gpolk@geotechfl.com to schedule the proposed field work.

Signed authorization below gives Geo-Tech, Inc. authorization to collect interest as allowed by the State of Florida on all accounts not paid in full within thirty (30) days. In addition, the signee will be responsible for all attorney fees charged for collection of this invoice.

Authorization Signature: _____ Date: _____

Authorization Name (Please Print): _____

Representing (Company Name): _____

Billing/Mailing Address: _____

Phone No.: _____ Email: _____

GEO-TECH, INC.

Attachment A

Proposed Scope of Services and Estimated Prices

Attachment A
Proposed Scope of Services and Estimated Prices

Field Services:

• Mobilization of Men and Equipment 1 mobilization @ 400.00/each	\$400.00
• Direct Push Boring & Sampling 20 borings @ 10 L.F. @ 12.00/L.F.	\$2,400.00
• Direct Push Boring & Sampling 20 borings @ 20 L.F. @ 12.00/L.F.	\$4,800.00
• Standard Penetration Test (SPT) Boring & Sampling 19 borings @ 30 L.F. @ 15.00/L.F.	\$8,550.00
• Bentonite Seal of Borehole 570 L.F. @ 5.00/L.F.	\$2,850.00
• Asphalt Core 10 @ 50.00/each	\$500.00
• Asphalt Patch 10 @ 10.00/each	\$100.00
• Maintenance of Traffic Estimate* 5 days @ \$2,500.00/day	\$12,500.00

Laboratory Services:

• Soil Classification 20 hours @ 65.00/hour	\$1,300.00
• Laboratory Testing Allowance 1 allowance @ 1,500.00/each	\$1,500.00

Professional and Technical Services:

• Senior Project Engineer 28 hours @ 155.00/hour	\$4,340.00
• Soil Scientist 32 hours @ 110.00/hour	\$3,520.00
• CADD Draftsman 20 hours @ 75.00/hour	\$1,500.00
• Administration 4 hours @ 65.00/hour	\$260.00

Total \$44,520.00

* Maintenance of Traffic is currently an estimate of the cost. A revised proposal will be issued once the pricing has been determined.

JCH
Consulting Group, Inc.

426 SW 15th Street
Ocala, FL 34471
Phone 352-405-1482
www.JCHcg.com

January 5, 2024

Brandon Kelley, PE
Kittelson & Associates, Inc
225 East Robinson Street, Suite 355
Orlando, Florida 32801

RE: CR 475 A – Approximately 6000 Linear Feet

BK,

Thank you for considering JCH Consulting Group. After reviewing materials from our office, I have determined a fee for each task as listed below for the requested services. This will include the following tasks on the project listed above in Marion County, Florida:

- | | |
|--|--------------------------------|
| <ul style="list-style-type: none">• <u>Task #A Route Survey:</u>• Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.• Locate existing conditions along contiguous roadways• Confirm FEMA Flood Elevation• State Plane Coordinates• Location of Trees 10" and larger• All easements depicted on survey as furnished by client or platted• Locate all above ground utilities (gate valves, water meters, etc.)• Locate existing conditions along contiguous roadways• Vertical datum will be on NAVD 1988• Contours will be shown on a 1' for minor, and 5' for major• All easements depicted on survey as furnished by client or platted• Contours will be collected on a 100' grid• Spot elevations will be depicted at 50 foot intervals• Locate all above ground utilities (gate valves, water meters, sprinkler heads, power poles etc.) | <p>Fee: \$17,690.00</p> |
|--|--------------------------------|

• **Task #B Route Survey & Sketch of Description:**

Fee: \$9,110.00

- Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- Locate existing conditions along contiguous roadways
- Confirm FEMA Flood Elevation
- State Plane Coordinates
- Location of Trees 10" and larger
- All easements depicted on survey as furnished by client or platted
- Locate all above ground utilities (gate valves, water meters, etc.)
- Locate existing conditions along contiguous roadways
- Vertical datum will be on NAVD 1988
- Contours will be shown on a 1' for minor, and 5' for major
- All easements depicted on survey as furnished by client or platted
- Contours will be collected on a 100' grid
- Spot elevations will be depicted at 50 foot intervals
- Locate all above ground utilities (gate valves, water meters, sprinkler heads, power poles etc.)
- Prepare one (1) Sketch of Description for proposed DRA. Location to be provided by project engineer.

Classification	Rates	Classification	Rates
Professional Surveyor/Mapper	\$130	2 Person Survey Crew	\$110
CAD Technician	\$75	3 Person Survey Crew	\$130
Clerical	\$45	Vvh in pavement	\$550 ea
GIS/Mapping Technician	\$75	Vvh out of pavement	\$400

Task #A - Route Survey:

	Professional Surveyor / Mapper	CAD Tech	Clerical	2 Person Surveyor Crew	Total
Price / Hr,	\$130.00	\$75.00	\$45.00	\$110.00	
Coordination	6	8	2		
Control	6	8		40	
Topographic Collection	8	40		56	
QA/QC	12				
Total	\$4,160.00	\$4,200.00	\$90.00	\$9,240.00	\$17,690.00

Task #B - Route Survey & Sketch of Description:

	Professional Surveyor / Mapper	CAD Tech	Clerical	2 Person Surveyor Crew	Total
Price / Hr,	\$130.00	\$75.00	\$45.00	\$110.00	
Coordination	2	4	2		
Control	2	4		16	
Topographic Collection	6	20		28	
QA/QC	6				
Total	\$2,080.00	\$2,100.00	\$90.00	\$4,840.00	\$9,110.00

Once the proposal is authorized, we anticipate a completion date of 30 – 40 days subsequent to. The requested services will be delivered in an electronic drawing file in Civil 3D 2023 format and plotted 24"x36" maps. Upon completion an invoice will be delivered with the final map and drawing file. Payment will be due within 30 days of the invoice date.

Terms of this proposal are valid for 30 days from date of proposal. If you have any questions regarding this proposal, or for any further information, please do not hesitate to call.

Sincerely,

Chris Howson

Chris Howson, P.S.M., C.F.M., (FL., MS)
President
JCH Consulting Group, Inc.

CR 475A – TASK B – SCOPE OF WORK

January 29, 2024

Project #: 29647

Tracy Straub, PE
Assistant County Administrator
Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471

Dear Tracy:

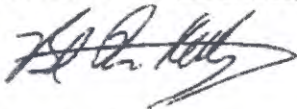
Attached is the scope for transportation design services associated with the CR 475A and SW 66th Street roundabout design. This scope was developed based on our discussions with you, our review of the proposed scope, and our review of the existing conditions.

We propose to conduct the services on a lump sum, as a percent (%) complete, basis for **\$536,119** (detailed in Table 1 – pg. 9)

Kittelson anticipates completion of the 100% design plans within eight (8) months from the date of work order authorization.

Please review this scope at your earliest convenience and thank you for the opportunity to work on this project. If you have any questions, please call us at 407.373.1127.

Sincerely,
KITTELSON & ASSOCIATES, INC.



Brandon Kelley
Associate Engineer

ROADWAY FINAL DESIGN

Marion County (CLIENT) has requested final roadway design services for a multilane roundabout at the intersection of CR 475A (SW 27th Ave) and SW 66th Street. There will also be profile adjustments and drainage improvements to improve existing drainage conditions. The location of the proposed improvements is shown below. Proposed improvements total 0.35 miles.



Project assumptions include:

- No environmental permits or clearances are required
- Topographic and boundary survey will be provided by JCH Consulting Group, Inc. (Subconsultant)
- Stormwater and hydraulic drainage analysis and design will be provided by Tillman & Associates Engineering, Inc. (Subconsultant)
- Structural analysis and design and Maintenance of Traffic plans will be provided by WGI (Subconsultant)
- Geotechnical analysis will be provided by Geo-Tech, Inc. (Subconsultant)

Should the County, project conditions, or other circumstances require changes to the above stated assumptions, or areas not previously described, Kittelson will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

CLIENT FURNISHED INFORMATION (if available)

- Previous analysis
- Necessary CAD standards/borders
- Permitting requirements
- Any previous design projects at the intersection

SCHEDULE

Design Services (Tasks 2.1 through 2.14): Kittelson will begin performance of the following design services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the client and is exclusive of client and local review of interim products and is anticipated to an 8-month duration from receipt of the Notice to Proceed. Kittelson will prepare a detailed project schedule after the Notice to Proceed.

PROJECT MILESTONES

Kittelson will prepare construction plans and specifications as described below. The project will proceed through the following design phases:

- a) Phase I (30%)
- b) Phase II (60%)
- c) Phase II (90%)
- d) Final Plans

Specifically, the following tasks will be performed.

TASK 2.1: PROJECT GENERAL AND COMMON TASKS

The following administrative and management-related tasks will be performed on this project.

A. Notice-To-Proceed

Prior to beginning work, Kittelson will meet with the CLIENT and other representatives with pertinent information to the project. The purpose of this meeting will be to:

- a. Establish general rules and criteria under which the plans will be prepared.
- b. Allow the CLIENT to provide pertinent data applicable to the project.
- c. Explain the financial administration of the project, and
- d. Render official Notice-to-Proceed letter.

B. Schedule

Kittelson will prepare a schedule that will include major tasks, key milestones and schedule of deliverables. The initial project schedule will be submitted at the notice to proceed meeting for review by the CLIENT.

C. Progress Reports

Kittelson will prepare monthly progress reports to accompany invoicing. These reports will note progress to date and status of key deliverables.

D. Quality Control

Kittelson design will undergo QA/QC design and computation checks before each major project deliverable as part of our formal quality assurance program. Documentation of design calculations and quantity computations and the independent checking of same will be performed under the appropriate task.

E. Communication and Collaboration

Kittelson will work with the following agencies who have jurisdiction over the outcome of this project. Anticipate two (2) one (1) hour meetings with the following agencies:

1. St. John's River Water Management District (SJRWMD)

F. Project Meetings

Up to sixteen (16) Progress Meetings will be held throughout the life of the projects. Kittelson anticipates meetings following the 30%, 60% & 90% plan submittals; intermediate meetings as required to discuss project efforts and to identify and resolve critical issues. Plan review meetings will replace progress meetings as needed. Kittelson will prepare an agenda prior to each meeting and will follow up with meeting minutes indicating issues discussing and any action necessary to reach resolution.

TASK 2.2: TOPOGRAPHIC

See JCH's scope within Appendix.

(Fee Sheet Task 4) EXISTING CONDITIONS VERIFICATION

Kittelson will conduct one (1) four (4) hour field review (travel time included) with two (2) employees after initial survey. Kittelson will document findings and discuss potential conflicts and areas of concern with the CLIENT during one (1) one (1) hour review meeting.

One (1) additional four (4) hour field review with two (2) employees will occur during the design phase.

(Fee Sheet Task 4) INTERSECTION ANALYSIS & PRELIMINARY ENGINEERING REPORT

Prior to commencing design activities, Kittelson will analyze the existing signal and a roundabout (2x1 & 2x2 configurations) at the SW 66th Street intersection. Kittelson will not include any stop control analysis of the intersection as the intersection is currently signalized. **The County will provide existing signal timing information, available crash data, and available traffic counts.**

Kittelson will use the provided information to assess operational feasibility of signal modifications and the roundabout designs. Volumes will be used to develop future opening (2025) and design (2045) year traffic volumes. Kittelson will also develop concepts for each roundabout configuration to assess any fatal flaw ROW impacts and overall ROW impacts.

Kittelson will use FDOT's Safety Performance for ICE (SPICE) tool to conduct a safety assessment for the signal and roundabout alternatives. FDOT's State 1 ICE Form will be completed to summarize the results and will include a Benefit/Cost analysis based upon proposed intersection modifications.

The ICE Form, concepts, and supporting documentation will be provided to the County for review and selection of a preferred alternative. Kittelson will revise the study in response to the County's comments and will provide the County with a final concept, final report, ICE Form, and supporting documentation.

(Fee Sheet Tasks 4 & 5) ROADWAY DESIGN – 30%, 60%, 90% and Final

Kittelson will prepare the Final Design and Contract Documents for the new roadway in accordance with local, state, and national design guidance including the Florida Greenbook, Marion County Standards, and ADA.

The plans will be prepared in a conventional split-sheet format for the Plans and Profiles on 22" x 34" sheets. The plans will be prepared on design topographic survey. The sheets will be developed to a horizontal scale of 1" = 40' and vertical scale of 1" = 5'. The plan-profile sheets will show the project's complete horizontal and vertical alignments. Various elements such as pavement width, street and driveway crossings, drainage structures, and right-of-way and easement lines will be shown and dimensioned. Proposed drainage improvements will also be shown on the plan-profile sheets.

Typical sections will be prepared as appropriate to detail construction of roadway.

Cross-Sections will be developed at 50-foot intervals along the baseline of survey to scales of 1" = 10' horizontal and 1" = 5' vertical.

DRAINAGE DESIGN

See Tillman's scope within Appendix.

UTILITY COORDINATION

See JCH's scope within Appendix.

(Fee Sheet Task 7) PROPOSED UTILITY DESIGN COORDINATION

Kittelson will coordinate with utility owners on necessary and proposed utility relocations. Kittelson will facilitate meetings and review of proposed designs with utility owners and CLIENT.

(Fee Sheet Tasks 19 & 20) SIGNING AND PAVEMENT MARKINGS

Kittelson will design the signing and pavement markings in accordance with the current version of the MUTCD and FDOT Design Standards. The plans will provide the type, color and spacing of striping and raised pavement markings. Regulatory, warning, and directional signing will be prepared for the signing

and pavement markings.

(Fee Sheet Tasks 23 & 24) LIGHTING DESIGN

Kittelson will conduct photometric analysis for lighting at the roundabout and include proposed lighting location and fixture information on the lighting plan sheets. Kittelson will coordinate with County and Ocala Electric Utility on preferred fixtures.

EROSION CONTROL PLANS

See Tillman's scope within Appendix.

PERMITS

See Tillman's scope within Appendix.

MAINTENANCE OF TRAFFIC / STAGING DESIGN

See WGI's scope within Appendix.

(Fee Sheet Tasks 25 & 26) LANDSCAPING

Kittelson will prepare landscaping/hardscaping plans for the central island. No landscaping is anticipated on the approaches. Kittelson will coordinate with the County on preferred planting palettes and maintenance. No irrigation is to be included. Planting palette will include drought tolerant, native species.

TASK 2.14: PUBLIC INVOLVEMENT & STAKEHOLDER COORDINATION

Kittelson shall prepare a presentation explaining the proposed intersection improvements and roundabout function. The presentation will be slide-deck format and feature the proposed design. Kittelson will present the presentation during a public meeting following 60% design. Kittelson anticipates one (1) two (2) hour public meeting. Kittelson will also prepare a video rendering of the roundabout showing vehicle movements on all approaches and through the intersection.

Kittelson will also meet with City/County Commissioners as requested by the CITY. Two (2) one (1) hour meetings are anticipated.

Design Package Deliverables

These are the anticipated deliverables for the design tasks listed within this scope. Design specific notes, project detailing, labeling, individual sheet creation, and plan packaging is including within this work.

1. Phase I (30%)

- Roadway plans.

Sheet Number	Task	Quantity
1	Cover/Signature Sheet	1
2-3	Typical Sections	2
4	Construction Layout	1
5-9	Plan & Profile	5
10	Drainage Map	1
11-15	Signing and Pavement Markings	5

2. Phase I (60%)

- Roadway Plans. The following plan sheets are anticipated:

Sheet Number	Title	Number of Sheets
1	Cover/Signature Sheet	1
2-3	General Notes	2
4-5	Tabulation of Quantities	2
6-7	Typical Sections	2
8-9	Details	2
10	Construction Layout	1
11-15	Plan & Profile	5
16-23	Cross-Sections	8
24	Drainage Map	1
25-26	Summary of Drainage Structures	2
27-30	Drainage Details	4
31-35	Signing and Pavement Markings	5
36-45	Staging Plans	10
46-55	Erosion and Pollution Control/Notes	10
56-62	Landscaping Plans and Details	7

- SJRWMD Environmental Permit Applications
- Opinion of Probable Construction Costs
- PDF of Deliverables

3. Phase II (90%)

- Roadway Plans
- Technical Specifications (As needed) and Bid Form
- Opinion of Probable Construction Costs
- PDF of Deliverables

4. Phase III (Final Plans)

- Roadway Plans
- Technical Specifications (As needed)
- Opinion of Probable Construction Costs
- PDF of Deliverables

*Plan sheets will be prepared in PDF and on 11x17 format sheets. CAD files will be made available as requested and upon final project delivery. Any other format will be subject to additional services.

Opinion of Probable Construction Costs (OPC)

Kittelson will provide quantities and use the latest CLIENT provided bid tabs/unit costs OR Area 06 FDOT 6-Month Average Costs to produce OPCs for the 60%, 90%, and Final Submittal. Opinion of probable costs will include: COUNTY or FDOT pay item numbers, descriptions, units, quantities, unit prices, and total

prices for respective quantities. Quantities will be attained from design files and modified, as needed, through the design process. Unit costs will also be updated at each phase.

Specifications Package and Bid Documents

Proposed work will be designed in accordance with the latest edition of FDOT Standard Specifications, FDOT Design Standards and the FDOT Design Manual. Kittelson will assemble any non-FDOT standard technical specifications and bid form to be incorporated into the bid package. The CLIENT will be responsible for the general conditions and assembling the bid package, and advertising. Kittelson will prepare the following items in the Bid Package:

- a. Identify pay items and work categories for specifications and bid form
- b. Review FDOT specifications for appropriate work efforts
- c. Identify the links to the FDOT and COUNTY website for appropriate specifications.
- d. Although not anticipated, Kittelson will prepare up to two (2) Technical Special Provisions if needed.

ADDITIONAL TASKS POST DESIGN

These additional services will be available at CLIENT's request but are not included in the fee and will require a work order amendment.

Bidding Assistance

Kittelson will perform post-design task when requested by CLIENT. Kittelson will provide the following services:

- Assist CLIENT during bidding of the project by responding to Bidder's questions received through Procurement or from the pre-bid meeting, by preparing addenda, as required. Attend and participate in Pre-Bid meeting.
- Review the bids received, review and verify the bid tabulation prepared by CLIENT, assist CLIENT in identifying the lowest responsible and responsive bidder, and prepare a formal recommendation of award.
- Assemble and prepare "Conformed Bid Documents" (Bid Documents as modified during the bid process).
- Provide a set of signed and sealed conformed construction plans (11" x 17") reflecting any addenda or changes issued as a result of the project bidding and award process - no later than seven (7) calendar days from project bid opening.
- A single PDF version of plans and one (1) AutoCAD electronic file format furnished to CLIENT.

Limited Construction Administration

- Kittelson will perform this post-design task when requested. It is anticipated that post-design services will begin shortly after design phase is completed.
- Kittelson will make field visits/observations as requested. These observations will not be exhaustive or continuous.
- Kittelson shall not be responsible for day-to-day inspection or material testing.

- Kittelson’s review and approval of submittals such as shop drawings, product data, samples and other data will be for the limited purpose of checking for conformance with the design concept and the information in Kittelson’s documents. This review will not include review of the accuracy or completeness of weights or gauges, fabrication processes, precautions, all of which are the sole responsibility of the contractor and other unrelated parties. Review of a specific item will not indicate that Kittelson has reviewed the entire assembly of which the item is a component.
- Kittelson will not be responsible for any deviations from Kittelson’s documents or other documents which are not brought to the attention of Kittelson in writing by the contractor.
- Kittelson will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor.
- Field visits will be scheduled as necessary for certification purposes or as requested. Visits will be billed per occasion. It is assumed that the contractor will be responsible for preparing signed and sealed as-built plans.

Table 1:

	Project Phase Description	Billing Method	Proposed Fee
1	Kittelson (Prime) – Roadway Design & Traffic Analysis	Lump Sum	\$290,384
2	Tillman (Subconsultant) – Drainage & Permitting	Lump Sum	\$185,160
3	Geo-Tech (Subconsultant) – Geotechnical	Lump Sum	\$8,675
4	JCH (Subconsultant) – Surveying/Utility Coordination/RW	Lump Sum	\$11,480
5	WGI (Subconsultant) – MOT	Lump Sum	\$40,420
Total Fee =			\$536,119

APPENDIX

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 475 (SW 27th Avenue) Task B
 County: Marion
 FPN: 0
 FAP No.: 1/0/1800

Consultant Name: Kibelson & Associates, Inc.
 Consultant No.: enter consultants proj. number
 Date: 1/23/2024
 Estimator: insert name

Staff Classification	Total Staff Hours From "BH Summary - Firm"	Project Manager	Principal Engineer	Senior Engineer	Project Engineer	Engineer	Engineering Intern	Technician	Admin/Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	BH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$285.00	\$293.00	\$263.00	\$223.00	\$193.00	\$173.00	\$158.00	\$108.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project Common and Project General Tasks	174	84	0	25	25	0	25	25	17	0	0	0	0	173	\$37,763	\$218.28
4. Roadway Analysis	885	87	28	111	284	56	39	0	0	0	0	0	0	885	\$128,579	\$233.48
5. Roadway Plans	83	8	4	8	17	21	28	0	0	0	0	0	0	83	\$17,845	\$212.89
7. Utilities	34	17	0	17	0	0	0	0	0	0	0	0	0	34	\$9,148	\$269.00
18. Signing & Pavement Marking Analysis	91	9	5	9	27	36	6	0	0	0	0	0	0	91	\$20,141	\$221.33
20. Signing & Pavement Marking Plans	35	4	2	4	7	8	10	0	0	0	0	0	0	35	\$7,573	\$218.37
23. Lighting Analysis	133	13	7	13	27	53	20	0	0	0	0	0	0	133	\$28,756	\$218.20
24. Lighting Plans	85	9	4	9	9	28	26	0	0	0	0	0	0	85	\$17,923	\$210.86
25. Landscape Analysis	70	7	7	0	13	29	14	0	0	0	0	0	0	70	\$14,984	\$213.77
26. Landscape Plans	33	3	3	0	7	7	13	0	0	0	0	0	0	33	\$6,895	\$208.94
Total Staff Hours	1,293	191	60	196	367	238	178	25	17	0	0	0	0	1,292		
Total Staff Cost		\$54,433.00	\$17,880.00	\$48,685.00	\$85,301.00	\$45,934.00	\$30,794.00	\$3,950.00	\$1,802.00	\$0.00	\$0.00	\$0.00	\$0.00		\$298,394.00	\$234.78



**MARION COUNTY
CR475A (SW 27TH AVE) IMPROVEMENTS
TASK B**

Marion County
Board of County Commissioners
601 SE 25th Ave
Ocala, Florida 34471
352-438-2300

www.tillmaneng.com

PROPOSAL

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1/16/2024

Marion County
Board of County Commissioners
601 SE 25th Ave
Ocala, Florida 34471

RE: CR475A (SW 27th Ave) Improvements
Proposal for Civil Engineering Services

Dear Sir or Madam,

Thank you for considering Tillman and Associates Engineering, LLC., for the opportunity to participate in your exciting new project! Our firm is unique in the fact that we are a multi-disciplinary firm that offers the services of Civil Engineering, Landscape, Architecture, Environmental Engineering, Geographical Information Systems (GIS) and Construction Engineering. Combining these disciplines in the same office provides for better collaboration and also provides our clients with the best and most comprehensive consulting services available.

Tillman and Associates, in conjunction with our sub-consultants, has worked seamlessly to bring our clients' visions to reality. While adhering to tight scheduling requirements, our projects have required us to be flexible so we can adapt to unforeseeable issues that demand an immediate response. We feel that our team is uniquely qualified to assist your company in achieving its goals for this project.

Thank you for the opportunity to be a part of this new project for your company and we look forward to working with you.

Sincerely,

CC: Masterfile w/enclosures
Client w/enclosures

CONTRACT

Tillman & Associates Engineering, LLC hereafter referred to as **CONSULTANT** is pleased to provide the following Agreement for Professional Engineering Services for the proposed **PROJECT NAME** project in the County/City, State.

SCOPE OF WORK:

It is understood in this Agreement that the contract term will be for six (6) months for the intersection improvements for CR 475A and SW 66th Street ("Task B"), with provisions for contract extension and/or additional negotiation at the discretion of the County, pending mutual agreement and Board approval. For Task B, the **CONSULTANT** will provide design services, construction plans and bid documents for a roundabout and other improvements at the intersection of CR 475A and SW 66th Street. The services are more fully described in the following sections of this agreement.

In addition, Tillman and Associates Engineering, LLC will meet with the Client as necessary to ensure that the necessary information is being provided in a timely manner.

TASK I - ENGINEERING PLANS

- A. Service to include preparation of engineering plan sheets related to the drainage design (Primary and Secondary Drainage Maps, Drainage Details, Erosion Control Plan, etc.). Service will also include review and coordination of the overall plan set with Kittleson & Associates, including evaluation of cross-sections, to meet project's drainage goals and objectives. Construction Drawings for the proposed project to include the following:

1. Primary and Secondary Drainage Maps
2. Drainage Details
3. Erosion and Sediment Control Plan

Fee: \$48,900.00

TASK II - STORMWATER DESIGN

- A. Stormwater Design

1. Service to include the design of stormwater conveyance systems associated with the proposed roadway to meet St. Johns River Water Management District (SJRWMD) and COUNTY criteria. Calculations to include inlet, pipe, swale, and gutter spread to meet COUNTY criteria.

2. Service to include Stormwater Quantity and Quality design per St. Johns River Water Management District (SJRWMD) and COUNTY criteria. Task A (elevated roadway) anticipates addressing stormwater treatment and attenuation to be provided within the existing road right-of-way using open swales and earth ditch blocks. Task B (roundabout) anticipates providing treatment and attenuation within a Drainage Retention Area to be constructed with the project.
3. Service to include quantifying the floodplain impacts associated with the proposed roadway, and the necessary compensation to mitigate flooding impacts. Floodplain encroachment calculations will be used in negotiations with adjacent landowners. Determine offsite easement requirements.
3. Preparation of the required National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) application to the Client's awarded contractor. It is understood that the contractor will be responsible for signing the application and submitting it to FDEP and will be ultimately responsible for erosion and sediment control best management practices and system monitoring during construction.

Fee: \$100,000.00

TASK III - PERMITTING

A. SJRWMD - Environmental Resource Permit (ERP)

1. Service to include the preparation and submittal of the necessary ERP application for submittal to SJRWMD. Consultant will pursue a permit exemption with SJRWMD for the proposed road work.
2. Service to include Requests for Additional Information (RAIs).

Fee: \$18,100.00

TASK IV - MEETINGS

- #### **A. A CONSULTANT principal and/or project manager will prepare for and attend the following meeting during the construction plan approval process:**
1. One (1) Kickoff meeting with COUNTY.
 2. Four (4) meetings with COUNTY to occur following the 30%, 60%, 90%, and 100% plans submittals.
 3. Four (4) meetings with COUNTY and stakeholders, including Pre-Bid, Pre-Con, and public meetings.

Fee: \$18,160.00

EXCLUSIONS

The tasks listed within the above proposal do not include the following items:

- Construction Administration Services per COMPENSATION Section A, other than those items specifically listed in this contract
- As-Built Certifications per COMPENSATION Section B.
- Reimbursables per the Section entitled Compensation/Out-of-Pocket Expenses
- Photometric Services
- Survey Services other than those items specifically listed in this contract
- Environmental Services other than those items specifically listed in this contract
- Geotechnical Services other than those items specifically listed in this contract
- Historical Preservation Permitting
- Archeological Studies
- Public Information Meetings
- SWFWMD Consumptive Use Permitting
- ACOE Permitting
- USFWCC Permitting
- Record Plat
- Survey, Construction Staking, and/or Final Lot Staking
- Transportation Consulting Services
- Potable Water Treatment Plant Design
- Wastewater Treatment Plant Design
- FEMA Permitting
- Aerial Photography.
- Third Party Objections and/or Petitions Against a Permit
- Professional Testimony
- Noise Studies
- Offsite Utilities
- Existing Utility Locates
- Preparation of Legal Documents including but not limited to: right-of-way dedication, easements, H.O.A. or Property Owner's Agreement documents, Covenants Deeds and Restrictions, Developer's Agreements, etc.
- As-Built field surveys for contractor and/or lending institutions
- Cost Estimates and/or Quantity Take-offs
- Printing Cost
- Mailing Cost
- Copies
- Applications Fees

TASK SUMMARY

Task I	\$48,900.00
Task II	\$100,000.00
Task III	\$18,100.00
Task IV	\$18,160.00
Total	\$185,160.00

HOURLY RATE SCHEDULE

Professional Engineer V	\$295.00 /hour
Professional Engineer IV	\$230.00 /hour
Professional Engineer III	\$205.00 /hour
Professional Engineer II	\$185.00 /hour
Professional Engineer I	\$160.00 /hour
Engineer In Training II	\$130.00 /hour
Engineer In Training I	\$115.00 /hour
Landscape Architect III	\$125.00 /hour
Landscape Architect II	\$115.00 /hour
Landscape Architect I	\$105.00 /hour
Engineer Technician IV	\$140.00 /hour
Engineer Technician III	\$125.00 /hour
Engineer Technician II	\$110.00 /hour
Engineer Technician I	\$90.00 /hour
Planning Technician III	\$140.00 /hour
Planning Technician II	\$115.00 /hour
Planning Technician I	\$95.00 /hour
Field Representative II	\$100.00 /hour
Field Representative I	\$80.00 /hour
Technical Support / Analyst IV	\$150.00 /hour
Technical Support / Analyst III	\$135.00 /hour
Technical Support / Analyst II	\$120.00 /hour
Technical Support / Analyst I	\$95.00 /hour
Clerical / Permit Coordinator III	\$95.00 /hour
Clerical / Permit Coordinator II	\$85.00 /hour
Clerical / Permit Coordinator I	\$75.00 /hour
Copies, Mailings, Prints, etc.	Cost + 15%
Mileage	\$0.80/mile

GENERAL CONDITIONS

A. TERMINATION:

The agreement may be terminated by either party upon thirty (30) days written notice.

B. DOCUMENTS:

All original drawings, computations, details, design calculations, and electronic media that result from Tillman & Associates Engineering, LLC., services are the property of Tillman & Associates Engineering, LLC. Upon payment in full for services completed, client may at his expense, obtain copies of any documents or reproducible copies of drawings. In doing so, client agrees that no additions, deletions, changes or revisions shall be made to same without the express written approval of Tillman & Associates Engineering, LLC.

C. FEE RENEGOTIATION:

The hourly rates given in this contract are for **construction administration services, as-built certifications, and additional services** requested by the client outside the scope of the contract tasks. The hourly rates are applicable through December 31st of the year the contract was executed, and are subject to renegotiation on January 1, each year, thereafter. Contract prices shall remain as quoted for two (2) years after execution of the contract after which, contract prices shall be renegotiated for any remaining tasks.

D. REGULATORY REQUIREMENTS:

The fees quoted herein are quoted based on all regulations, state and/or local that are presently in effect as of this contract date. If regulations change during the permitting and design phase of this project, Tillman & Associates Engineering, LLC., reserves the right to renegotiate fees for services that may be affected by regulatory changes.

E. PERMIT ACQUISITION:

Tillman & Associates Engineering, LLC., cannot guarantee the acquisition of all permits and/or approvals. However, we will do everything possible to achieve this goal. The Client is responsible for payment of all consulting fees due Tillman & Associates Engineering, LLC., regardless of agency and/or governmental actions.

F. PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

COMPENSATION

A. CONSTRUCTION ADMINISTRATION SERVICES

These additional services will be available at CLIENT's request but are not included in the fee and will require a work order amendment.

Service will include the following:

- Supporting the bid process, bid review, and bid award,
- Attending pre-construction, utility, coordination and progress meetings,
- Reviewing, commenting, and approving shop drawings and submittals,
- Providing responses for requests for information (RFI's) and clarification of design questions,
- Reviewing contractor pay applications and material quantities,
- Requesting and reviewing additional geotechnical testing,
- Revising plans and/or specifications for unforeseen conditions,
- Inspecting the site for adherence to project plans and specifications,
- Reviewing and commenting on as-built survey,
- Assisting with punch list items,
- Submitting follow-up permit modifications (as necessary).

B. AS-BUILT CERTIFICATIONS

These additional services will be available at CLIENT's request but are not included in the fee and will require a work order amendment.

Tillman & Associates Engineering, LLC., upon request from CLIENT, can provide the following services at an hourly rate as outlined in the Hourly Rate Schedule:

1. Conduct a final site visit and review the as-built survey for compliance with the original permits.
2. Submit certifications of completions and as-built drawings to the following State and local agencies as required:
 - a. Local Permitting Agency
 - b. Water Management District
 - c. Florida Department of Environmental Protection
 - d. Florida Department of Transportation

C. ADDITIONAL SERVICES:

Tillman & Associates Engineering, LLC., will be compensated for additional services, such as:

1. Any changes made outside the scope of services defined in this contract at the Client's request.
2. Revisions caused by changes of governmental requirements after the date of this agreement.
3. Redesign per client after preliminary design has been submitted to the approving agency.

D. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule and additional services fees, Tillman & Associates Engineering, LLC., shall be reimbursed for out-of-pocket expenses which include, but are not limited to: blueprints, copies, plots, aerials, express deliveries, specialized postage, and travel outside of the Central Florida area.

E. ACCEPTANCE:

Tillman & Associates Engineering, LLC., will begin work immediately after receipt of this executed Agreement. Tillman & Associates Engineering, LLC. understands the significance of the Project schedule and will use its best efforts to perform the services outlined in an attempt to meet the Project schedule. Tillman & Associates Engineering, LLC., will consult with the Client to establish a mutually agreeable timetable to perform its services. Tillman & Associates Engineering, LLC., billing shall be sent on a bi-monthly basis and each shall reflect the percentage of work completed during the billing period. All invoices shall be paid within thirty (30) days. All unpaid balances after thirty (30) days shall be subject to a finance charge of 1.5% interest (per month). Tillman & Associates Engineering, LLC., reserves the right to withhold submittal of applications until such time that all unpaid balances have been satisfied. The undersigned will pay all costs and expenses, including a reasonable attorney's fee, incurred or paid by Tillman & Associates Engineering, LLC., in the collection of this obligation by suit or otherwise. Tillman & Associates Engineering, LLC., reserves the right to stop work on the above agreed scope of services if any invoice remains unpaid in its entirety for more than 45 days.

Any and all outstanding balances shall be paid or brought current before submittal of Final Improvement Drawings for approval by state and local agencies.

Thank you for your time and consideration. We look forward to working with you and your company.

APPROVED AND ACCEPTED THIS _____ DAY OF _____ 2024.

BY _____

TITLE _____

BY

J. David Tillman, P.E., President
Tillman & Associates Engineering, LLC.

Tillman & Associates
— ENGINEERING, LLC. —

www.tillmaneng.com
1720 SE 16th Ave., Bldg. 100
Ocala, FL 34471



January 3, 2024

TO: Brandon Kelley
Kittleson & Associates, Inc.
225 E. Robinson Street, Suite 355
Orlando, FL 32801

FROM: Henri Belrose
WGI, Inc.
800 N. Magnolia Avenue, Suite 1750
Orlando, FL 32803

RE: RFQ 23Q-225: CR 475A (SW 27th Avenue) Improvements
Marion County, FL
Scope and Fee Proposal

Mr. Kelley:

Please find the attached Exhibit "A" draft scope, staff hour, and fee proposal. WGI will provide design services for Tasks A and B of the referenced RFQ for the following activities:

- Temporary traffic control plan (TTCP)
- Temporary and permanent retaining walls

The draft scope, staff hours, and fee proposal are organized using FDOT standard scope of services activities and staff hour estimation forms.

Post-design services are not included with this fee proposal.

We look forward to working with you on this project.

A handwritten signature in blue ink, appearing to read 'Henri V. Belrose', is written over a light blue horizontal line.

Henri V. Belrose
VP – Senior Project Manager
WGI, Inc.

EXHIBIT "B"
TASK B

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.9 Temporary Traffic Control Plan Analysis

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the County as soon as possible. Proposed road closings must be reviewed and approved by the County. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities.

4.10 Master TTCP Design Files

The CONSULTANT shall develop master Traffic Control Plan (TCP) files showing each phase of the Traffic Control Plan.

4.16 TTCP Quantities

The CONSULTANT shall develop accurate quantities and the supporting documentation, including construction days when required.

4.17 Cost Estimate

4.20 Field Reviews

4.22 Technical Meetings

The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with County and/or Agency staff, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the County for review, the meeting

minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

4.23 Quality Assurance/Quality Control

It is the intention of the County that design CONSULTANTS are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow state design criteria and that the CONSULTANT submittals are complete.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall adhere to FDOT Design Manual Section 124 QA/QC Management Plan.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

4.25 Supervision

The CONSULTANT shall supervise all technical design activities.

4.26 Coordination

The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

5 ROADWAY PLANS

The CONSULTANT shall prepare Temporary Traffic Control plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.17 Temporary Traffic Control Plan Sheets

5.18 Temporary Traffic Control Cross Section Sheets

5.19 Temporary Traffic Control Detail Sheets

5.26 Quality Assurance/Quality Control

See Roadway Analysis Section 4.23

4.25 Supervision

See Roadway Analysis Section 4.25

6a DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

6a.15 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases.

6a.17 Cost Estimate

6a.27 Quality Assurance/Quality Control

See Roadway Analysis Section 4.23

6a.29 Supervision

See Roadway Analysis Section 4.25

6a.30 Coordination

See Roadway Analysis Section 4.26

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 475A (SW 27th Ave) Improvements
 County: Marion
 RFP#: RFQ 23Q-225
 FAP No.: n/a

Consultant Name: WGI (subconsultant)
 Consultant No.: enter consultant's proj. number
 Date: 1/8/2024
 Estimator: input name

Staff Classification	Total Staff Hours From WGI Summary Firm	Pr Project Manager	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineer Intern	Designer	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	153	28	0	0	17	28	39	24	0	0	0	0	0	154	\$32,220	\$209.22
5. Roadway Plans	22	4	0	0	2	4	6	6	0	0	0	0	0	21	\$4,188	\$197.82
6a. Drainage Analysis	20	2	1	1	1	7	7	1	0	0	0	0	0	20	\$4,050	\$202.50
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permitting and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dmg. Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	195	34	0	0	20	47	52	30	0	0	0	0	0	195		
Total Staff Cost		\$10,890.00	\$1,770.00	\$1,590.00	\$4,800.00	\$8,570.00	\$7,840.00	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$48,420.00	\$247.28

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:			
OVERHEAD:	0%		\$0.00
OPERATING MARGIN:	0%		\$0.00
PCCM (Facilities Capital Cost Money):	0.00%		\$0.00
EXPENSES:	0.00%		\$0.00
Survey (Field - If by Prime)	0	4-person crew days @	\$ / day
SUBTOTAL ESTIMATED FEE:			\$48,420.00
Subconsultant: Enter Name Sub 1			\$0.00
Subconsultant: Sub 2			\$0.00
Subconsultant: Sub 3			\$0.00
Subconsultant: Sub 4			\$0.00
Subconsultant: Sub 5			\$0.00
Subconsultant: Sub 6			\$0.00
Subconsultant: Sub 7			\$0.00
Subconsultant: Sub 8			\$0.00
Subconsultant: Sub 9			\$0.00
Subconsultant: Sub 10			\$0.00
Subconsultant: Sub 11			\$0.00
Subconsultant: Sub 12			\$0.00
SUBTOTAL ESTIMATED FEE:			\$48,420.00
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$48,420.00
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$48,420.00



ENGINEERING CONSULTANTS IN GEOTECHNICAL, ENVIRONMENTAL, & CONSTRUCTION MATERIALS TESTING

January 5, 2024
Proposal No. 14119

Brandon Kelley, P.E.
Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, Florida 32801

Reference: Proposed Round-a-Bout, Task B, County Road 475A Improvements
Marion County, Florida
Budget Proposal for Geotechnical Engineering Consultant Services

Dear Mr. Kelley:

Per your request, Geo-Technologies, Inc. (Geo-Tech) is submitting this budget proposal to assist you on your project.

Based on our conversations and email correspondence with you, Geo-Tech understands the project consists of a proposed round-a-bout located at the intersection of County Road 475A and SW 66th Street in Marion County, Florida.

Geo-Tech's scope of services for this project will consist of the following:

- Ten (10) soil borings to depths of six (6) feet below existing site grade in the proposed roadways areas.
- Five (5) asphalt cores in the existing roadway.

Geo-Tech typically utilizes track-mounted type drill rigs which allow access to areas typically inaccessible with conventional truck-mounted drill rigs. However, low hanging trees, dense undergrowth and narrow pathways can restrict accessibility to the proposed boring locations. If the above mentioned site conditions exist at the site, Geo-Tech can provide you with an additional quote if clearing services are needed at the site.

Geo-Tech will record our boring locations utilizing a Garmin GPSMap64s unit for traceability as the project develops. Samples will be recovered from the soil borings per ASTM standards and returned to our laboratory for visual classification per the AASHTO Classification Group System. A report will be issued presenting our findings, evaluations and recommendations to aid in the foundation design of the proposed roadway areas.

Geo-Tech estimates our fee to provide the above mentioned scope of services to be \$8,675.00. Our scope of services may change depending on the subsurface conditions found and you will only be invoiced for the actual field exploration services performed at the unit rates shown on the attachment. Geo-Tech will not exceed our estimated total fee without authorization from you. The proposed scope of services and estimated prices are itemized and presented in Attachment A.

The report will be available about five (5) business days after the completion of the field exploration and associated laboratory testing services. Field exploration services will not be initiated until the signed authorization is received. Payment for services is required prior to delivery of the sealed reports.

We sincerely appreciate the opportunity to submit this budget proposal to you and understand the importance of providing prompt professional service to keep your project on schedule. Should you have any questions concerning this budget proposal or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,



Grady N. Polk
Staff Engineer
GNP/CAH



Craig A. Hampy, P.E.
Senior Project Engineer

Please complete the following authorization form and return via email to Grady N. Polk at gpolk@geotechfl.com to schedule the proposed field work.

Signed authorization below gives Geo-Tech, Inc. authorization to collect interest as allowed by the State of Florida on all accounts not paid in full within thirty (30) days. In addition, the signee will be responsible for all attorney fees charged for collection of this invoice.

Authorization Signature: _____ Date: _____

Authorization Name (Please Print): _____

Representing (Company Name): _____

Billing/Mailing Address: _____

Phone No.: _____ Email: _____

GEO-TECH, INC.

Attachment A

Proposed Scope of Services and Estimated Prices

Attachment A
Proposed Scope of Services and Estimated Prices

Field Services:

• Mobilization of Men and Equipment 1 mobilization @ 400.00/each	\$400.00
• Hand Auger Boring & Sampling 10 borings @ 6 L.F. @ 12.00/L.F.	\$720.00
• Asphalt Core 5 @ 50.00/each	\$250.00
• Asphalt Patch 5 @ 10.00/each	\$50.00
• Maintenance of Traffic Estimate* 2 days @ \$2,500.00/day	\$5,000.00

Laboratory Services:

• Soil Classification 1 hours @ 65.00/hour	\$65.00
• Laboratory Testing Allowance 1 allowance @ 400.00/each	\$400.00

Professional and Technical Services:

• Senior Project Engineer 5 hours @ 155.00/hour	\$775.00
• Soil Scientist 6 hours @ 110.00/hour	\$660.00
• CADD Draftsman 3 hours @ 75.00/hour	\$225.00
• Administration 2 hours @ 65.00/hour	\$130.00

Total \$8,675.00

* Maintenance of Traffic is currently an estimate of the cost. A revised proposal will be issued once the pricing has been determined.

JCH

Consulting Group, Inc.

426 SW 15th Street
Ocala, FL 34471
Phone 352-405-1482
www. JCHcg.com

January 29, 2024

Brandon Kelley, PE
Kittelson & Associates, Inc
225 East Robinson Street, Suite 355
Orlando, Florida 32801

RE: CR 475 A – Approximately 6000 Linear Feet

BK,

Thank you for considering JCH Consulting Group. After reviewing materials from our office, I have determined a fee for each task as listed below for the requested services. This will include the following tasks on the project listed above in Marion County, Florida:

- **Task #A Route Survey:** Fee: \$17,690.00
 - Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
 - Locate existing conditions along contiguous roadways
 - Confirm FEMA Flood Elevation
 - State Plane Coordinates
 - Location of Trees 10" and larger
 - All easements depicted on survey as furnished by client or platted
 - Locate all above ground utilities (gate valves, water meters, etc.)
 - Locate existing conditions along contiguous roadways
 - Vertical datum will be on NAVD 1988
 - Contours will be shown on a 1' for minor, and 5' for major
 - All easements depicted on survey as furnished by client or platted
 - Contours will be collected on a 100' grid
 - Spot elevations will be depicted at 50 foot intervals
 - Locate all above ground utilities (gate valves, water meters, sprinkler heads, power poles etc.)

• **Task #B Route Survey & Sketch of Description:**

Fee: \$11,480.00

- Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- Locate existing conditions along contiguous roadways
- Confirm FEMA Flood Elevation
- State Plane Coordinates
- Location of Trees 10" and larger
- All easements depicted on survey as furnished by client or platted
- Locate all above ground utilities (gate valves, water meters, etc.)
- Locate existing conditions along contiguous roadways
- Vertical datum will be on NAVD 1988
- Contours will be shown on a 1' for minor, and 5' for major
- All easements depicted on survey as furnished by client or platted
- Contours will be collected on a 100' grid
- Spot elevations will be depicted at 50 foot intervals
- Locate all above ground utilities (gate valves, water meters, sprinkler heads, power poles etc.)
- Prepare five (5) Sketch of Descriptions for proposed DRA and four property acquisitions. Location to be provided by project engineer.

Classification	Rates	Classification	Rates
Professional Surveyor/Mapper	\$130	2 Person Survey Crew	\$110
CAD Technician	\$75	3 Person Survey Crew	\$130
Clerical	\$45	Vvh in pavement	\$550 ea
GIS/Mapping Technician	\$75	Vvh out of pavement	\$400

Task #A - Route Survey:

	Professional Surveyor / Mapper	CAD Tech	Clerical	2 Person Surveyor Crew	Total
Price / Hr,	\$130.00	\$75.00	\$45.00	\$110.00	
Coordination	6	8	2		
Control	6	8		40	
Topographic Collection	8	40		56	
QA/QC	12				
Total	\$4,160.00	\$4,200.00	\$90.00	\$9,240.00	\$17,690.00

Task #B - Route Survey & Sketch of Description:

	Professional Surveyor / Mapper	CAD Tech	Clerical	2 Person Surveyor Crew	Total
Price / Hr,	\$130.00	\$75.00	\$45.00	\$110.00	
Coordination	2	4	2		
Control	2	4		16	
Topographic Collection	6	36		28	
QA/QC	15				
Total	\$3,250.00	\$3,300.00	\$90.00	\$4,840.00	\$11,480.00

Once the proposal is authorized, we anticipate a completion date of 30 – 40 days subsequent to. The requested services will be delivered in an electronic drawing file in Civil 3D 2023 format and plotted 24"x36" maps. Upon completion an invoice will be delivered with the final map and drawing file. Payment will be due within 30 days of the invoice date.

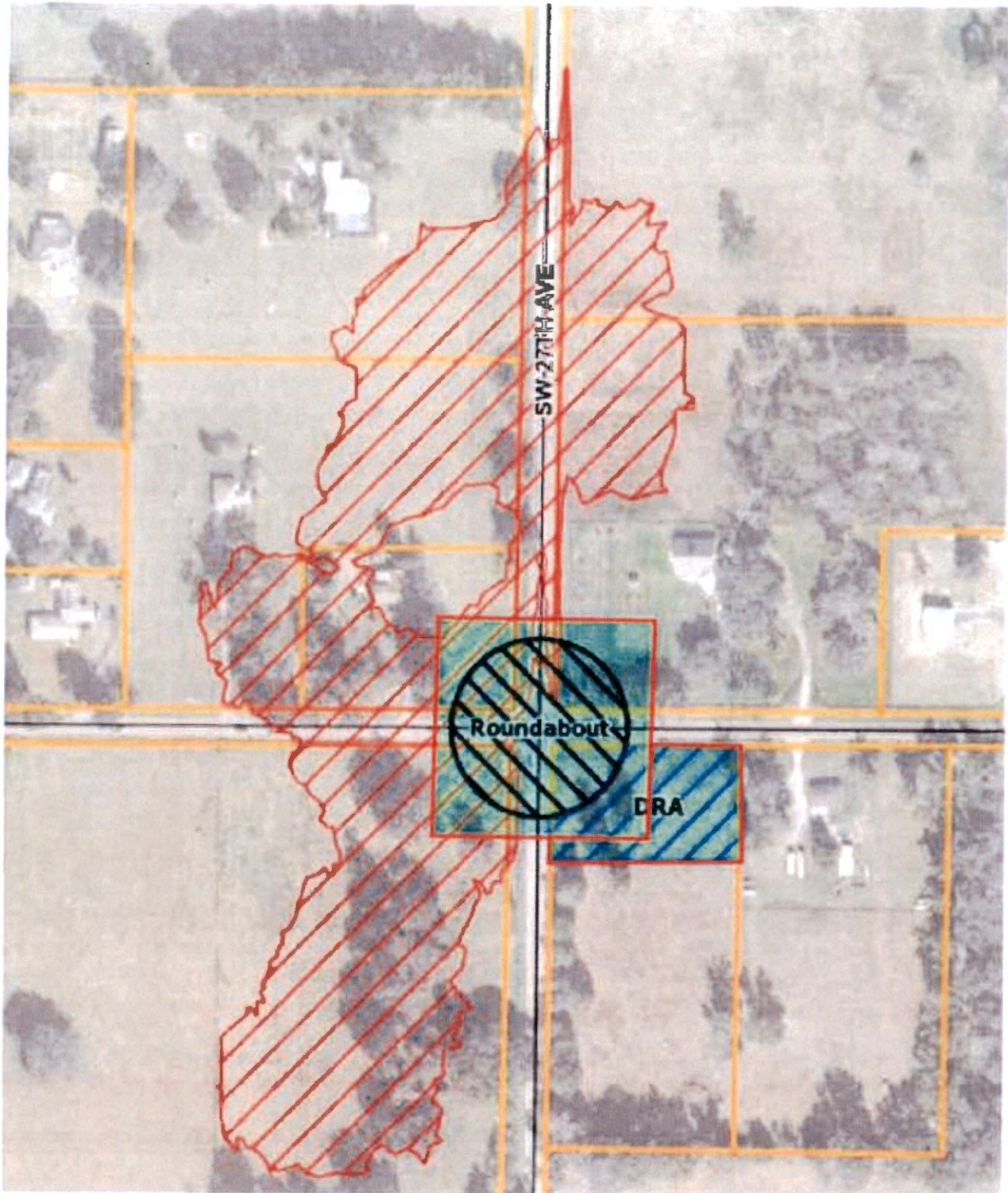
Terms of this proposal are valid for 30 days from date of proposal. If you have any questions regarding this proposal, or for any further information, please do not hesitate to call.

Sincerely,

Chris Howson

Chris Howson, P.S.M., C.F.M., (FL., MS)
President
JCH Consulting Group, Inc.

Task "B"



JCH
 CONSULTING GROUP, INC.
 LAND DEVELOPMENT • SURVEYING & MAPPING
 PLANNING • ENVIRONMENTAL • G.I.S.
 3120 NW MITCHELL ROAD, OCALA, FLORIDA 34475
 PHONE (352) 405-1482 FAX (888) 373-8335 www.jchgrp.com
 CERTIFICATE OF AUTHORIZATION - LB 0071

DRAWN: C.J.H.

REVISED:

CHECKED: C.J.H.

APPROVED: C.J.H.

SCALE: NTS

232-225 CNT | Page 95 of 96

23Q-225 CR 475A (SW 27th Avenue) Improvements
Exhibit B – Fee Schedule

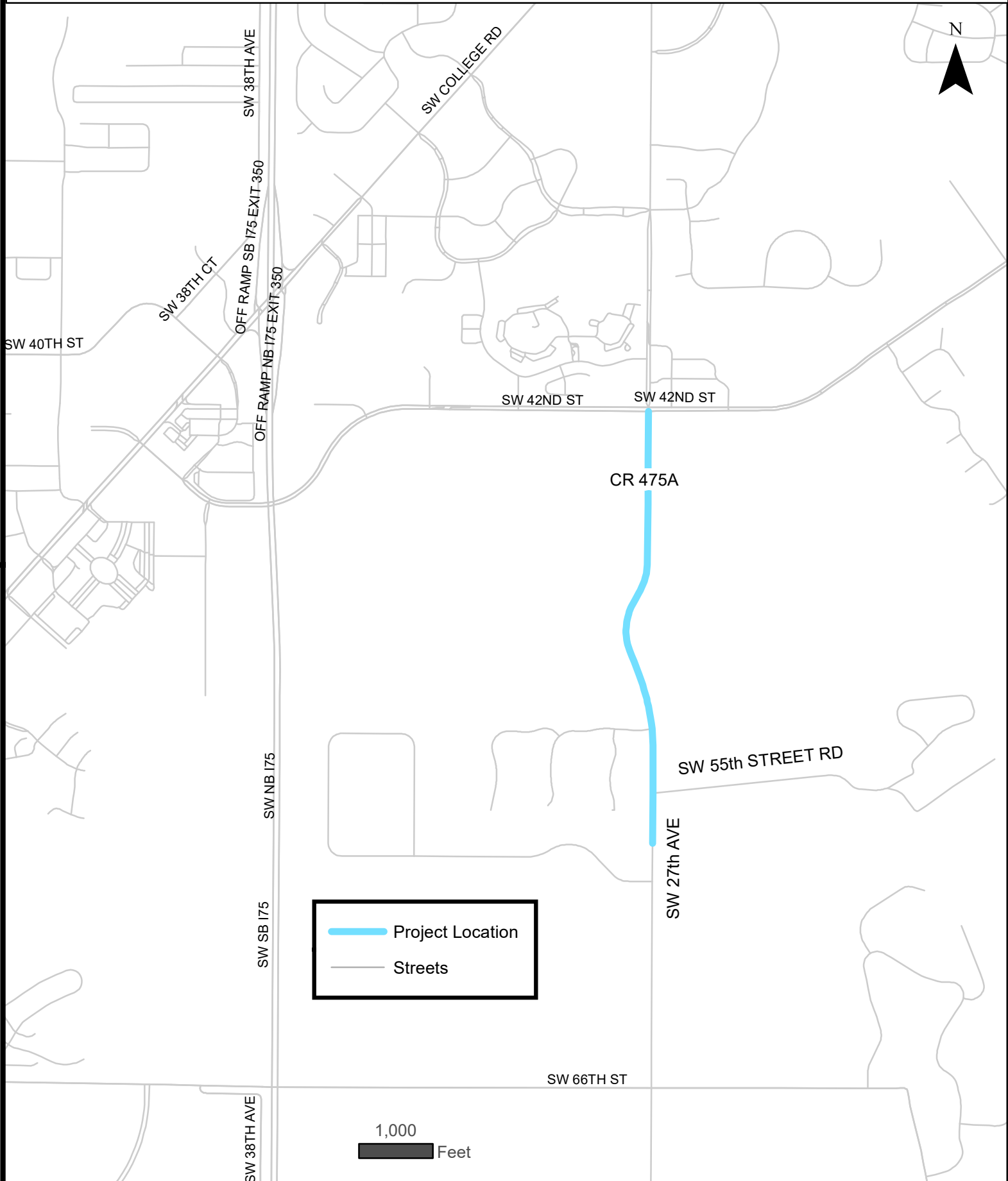
Task A Fee Schedule

Project		Billing Method	Fee
1	Kittelson (Prime) – Roadway Design & Traffic Analysis	Lump Sum	\$324,924
2	Tillman (Subconsultant) – Drainage & Permitting	Lump Sum	\$320,110
3	Geo-Tech (Subconsultant) – Geotechnical	Lump Sum	\$44,520
4	JCH (Subconsultant) – Surveying/Utility Coordination/RW	Lump Sum	\$17,690
5	WGI (Subconsultant) – Structural/MOT	Lump Sum	\$238,590
TOTAL			\$945,834
Tillman (Subconsultant) – Optional Task – Pumping Analysis			\$113,360

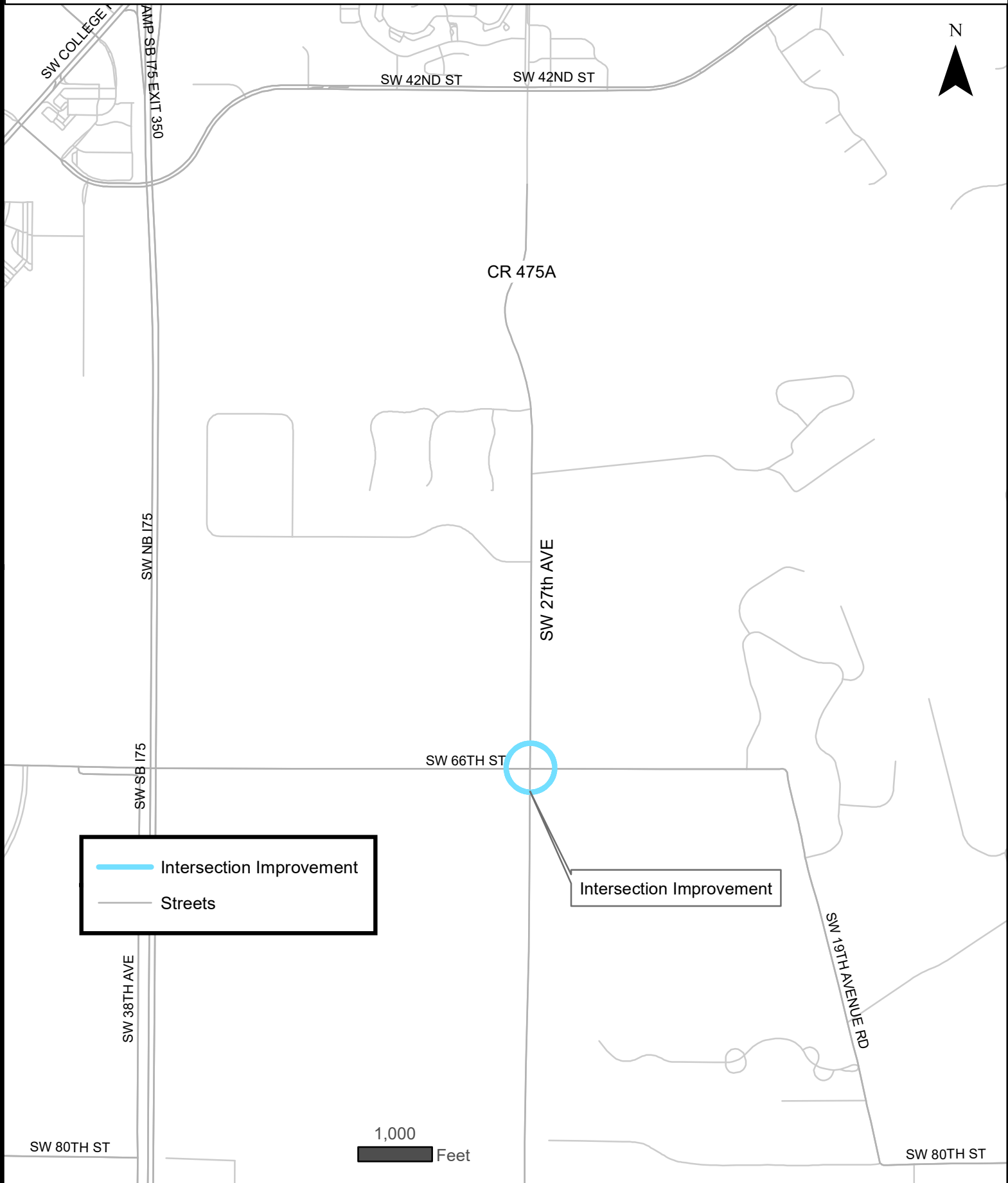
Task B Fee Schedule

Project		Billing Method	Fee
1	Kittelson (Prime) – Roadway Design & Traffic Analysis	Lump Sum	\$290,384
2	Tillman (Subconsultant) – Drainage & Permitting	Lump Sum	\$185,160
3	Geo-Tech (Subconsultant) – Geotechnical	Lump Sum	\$8,675
4	JCH (Subconsultant) – Surveying/Utility Coordination/RW	Lump Sum	\$11,480
5	WGI (Subconsultant) - MOT	Lump Sum	\$40,420
TOTAL			\$536,119

CR 475A - Elevated Two Lane Roadway



CR 475A & SW 66th ST - Intersection Improvement





Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19477

Agenda Date: 7/1/2025

Agenda No.: 7.4.5.

SUBJECT:

Request Approval of Change Order 4 to Purchase Order 2301249: 23Q-076 Marion County Sheriff's Office Remodel - The Lunz Group, LLC, Lakeland, FL (Budget Impact - Neutral; additional expenditure of \$25,000)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On May 3, 2023, the Board awarded a contract to The Lunz Group, LLC under 23Q-076 for the interior remodel of the Marion County Sheriff's Office (MCSO), Operations Building. This project involves two (2) phases; Phase 1 - Renovation and Phase 2 - Expansion.

On December 23, 2024, Procurement issued the first Change Order to add a 10% contingency amounting to \$30,920 to Purchase Order 2301249, in accordance with the Procurement Manual. Shortly thereafter, Change Order 2 was executed, utilizing \$15,720 of the contingency to reconfigure office spaces and associated areas into open workstation spaces, divisions, and storage areas. This modification did not alter the total purchase order amount. On January 17, 2025, Change Order 3 was issued, again utilizing \$15,720 from the contingency, to accommodate requested plan changes to the overall floor plans of Phases 1 and 2 by MCSO. The remaining funds required for this change were drawn from unused allowances in the original purchase order.

Change Order 4 is now being presented for approval, requesting an additional \$25,000 to be added to the purchase order to address schedule changes and cover additional design fees, including services related to Architectural, Mechanical, Electrical, Plumbing, and Fire Protection Engineering. These plan changes are necessary to reduce the scope of construction in order to align with the project's available budget. The revisions include reducing the remodel square footage from 41,000 to 19,500 square feet and redesigning the HVAC system to a more cost-effective solution. This scope reduction requires substantial design time to consolidate the original two phases into a single, unified phase.

Attached for review is a copy of Change Order 4 and the proposal from The Lunz Group, LLC. Upon approval today's meeting, the change order will be presented to the Chairman and Clerk for signature.

BUDGET/IMPACT:

Neutral; additional expenditure of \$25,000 bringing the project's total cost to \$365,120. Funding is available in VJ736521-562102 (INFRASUR TAX CAP PROJ FUND).

RECOMMENDED ACTION:

Motion to approve Change Order, authorize the Chairman and Clerk to execute Change Order 4 to Purchase Order 2301249 for The Lunz Group, LLC under project 23Q-076.



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.

Date 06/12/2025 Department Facilities Management Change Order # 4

☐ Additional Days Only

Is Board Action Required? Yes

Bid/Contract/Quote Number & Project Title:

23Q-076 Design/MCSO Interior Remodel

Vendor (Name & Address):

The Lunz Group Inc.
58 Lake Morton Drive
Lakeland, FL 33801

Project Code: SOC000011

PO Number: 2301249

Contract Amount: \$309,200.00

GL Account Number (ORG/OBJECT):

VJ736521-562102

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☐ N/A ☒

Contingency Amount (if requesting use):

Is the change order amount from Contingency? Yes ☐ No ☒

DESCRIPTION OF CHANGE

ASR #3 is for plan changes required to reduce the scope of construction to fall within the project's available budget. This revision includes reducing the square footage of remodel from 41,000 to 19,500, as well as redesigning the HVAC system to a more economical design. This requires substantial design time to combine the previous 2 phases into 1.

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE

Original PO Amount:	\$309,200.00
The Current PO Amount (includes all previous change orders):	\$340,120.00
The PO will be increased/decreased by this change order in the amount of: (Do not put contingency amount)	Increase <input checked="" type="checkbox"/> Decrease <input type="checkbox"/> \$25,000.00
The new PO amount including this change order will be: (PO amount will not change if it comes from contingency)(auto calculated)	\$365,120.00

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:

Department Head [Signature] Date 6.12.25

Asst. Co. Administrator: (If Applicable) [Signature] Date 6.12.2025

Project Mgr. [Signature] Date

Procurement: _____ Date

BCC Approval (when applicable):

Chairman, BCC _____ Date

Attest: Clerk of Court _____ Date

County Administrator _____ Date



May 23, 2025

Revised June 10, 2025

James Huber
Marion County Board of County Commissioners
2602 SE 8th Street
Ocala, Florida 34471

**Re: Marion County Sheriff's Operation Office, Phase 1 & 2 Renovation
Additional Services Request No. 3**

Dear Jim,

Please consider this request for Additional Services in the amount of **\$25,000** for the Marion County Sheriff's Operations Office Renovation. These added services include a schedule change and additional design fees, including Architectural, Mechanical, Electrical, Plumbing, and Fire Protection Engineering.

Design work on the Construction Documents was put on hold with the receipt of the 80% Construction Document Preliminary Pricing dated for April 24, 2025. Work will remain on hold until the resolution of this Additional Services Request.

Scope of Additional Services

The scope of Additional Services is for overall deliverable package revisions for Value Engineering. The deliverable will be modified to one (1) permit package containing portions of the previous Phase 1 and Phase 2 packages. Overall scope of the project is reduced to approximately 19,350 SF. Changes are noted in the attached Exhibit A and include but are not limited to the following:

- Revise Phase 1 and 2 Revit models into one (1) Revit model utilizing components of both Phase 1 and 2 floor plans with a reduced scope of work square footage.
- Update all Architectural enlarged plans, elevations, details, and schedules to the revised scope of work (includes removal of areas in original Phase 1 and addition of some areas of the original Phase 2)
- Update all Structural and MEP plans and details to the revised backgrounds per new scope of work boundaries (includes removal of areas in original Phase 1 and addition of some areas of the original Phase 2)
- Update power plans to show the reuse of existing roof mounted HVAC units. This includes panel schedules and circuitry.
- Update floor plans and zones to show the reuse of existing Packaged Rooftop Units and associated ductwork. Understanding of zones and which rooftop units are to be reused is highlighted and keyed in Exhibit A.

The scope of Additional Services includes a revised schedule as follows and does not include time for Facilities Management and Sheriff's Office review periods after each submittal. The design team will not proceed to the next deliverable until written approval and final feedback is received from the County and Sheriff's Office.

- 5 weeks : Issue for Permit & Bid

Compensation

Compensation for these additional services is further outlined below:

DESCRIPTION	FIXED FEE
Architectural	\$12,500.00
MEP-FP	\$10,000.00
Structural	\$2,500.00
Total Compensation	\$25,000.00

Original Contract Amount, including Allowances	\$309,200.00
ASR #1 - IT Dept Revisions	\$15,200.00
ASR #2 - Additional Revisions	\$30,720.00
Removal of Survey/Geotech Allowance	(\$15,000.00)
ASR #3 - VE Revisions (this proposal)	\$25,000.00
Revised Contract Total	\$365,120.00

The terms of this proposal are in accordance with the current agreement which is in place for this project. The terms of this agreement shall remain.

We are excited to continue to further develop this project and look forward to our continued collaborative association with you.

Thank you,

Submitted by: 

Approved by:

Signature
Craig Fennig, AIA, NCARB, LEED AP BD+C
Printed Name
Managing Director
Title
June 10, 2025
Date

Signature

Printed Name

Title

Date

Attachment: Exhibit A – Revised Scope of Work Boundaries

Cc: Accounts Payable, The Lunz Group



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.

Date 01/15/2025 Department Facilities Management Change Order # 3

☐ Additional Days Only Is Board Action Required? No

Bid/Contract/Quote Number & Project Title:

23Q-076 Design/MCSO Interior Remodel

Vendor (Name & Address):

The Lunz Group Inc.
58 Lake Morton Drive
Lakeland, FL 33801

Project Code: SOC000011

PO Number: 2301249

Contract Amount: \$309,200.00

GL Account Number (ORG/OBJECT):

VJ736521-562102

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☐ N/A ☒

Contingency Amount (if requesting use):

\$15,720.00

Is the change order amount from Contingency? Yes ☒ No ☐

DESCRIPTION OF CHANGE

ASR #2 is for plan changes to the Overall Floor Plans in Phase 1 and Phase 2 drawings as requested by MCSO after completion of ASR #1. ASR #2 totals \$30,720.00, \$15,200.00 will be utilized from contingency, the remaining \$15,000.00 is from an unused allowance (survey/geotech) on Lunz's original proposal.

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE

Original PO Amount: _____

\$309,200.00

The Current PO Amount (includes all previous change orders): _____

\$340,120.00

The PO will be increased/decreased by this change order in the amount of: _____ Increase ☐
(Do not put contingency amount) Decrease ☐

The new PO amount including this change order will be: _____
(PO amount will not change if it comes from contingency)(auto calculated)

\$340,120.00

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:

Department Head

Date

Asst. Co. Administrator (If Applicable)

Date

Project Mgr.

Date

Procurement:

Date

BCC Approval (when applicable):

Chairman, BCC

Date

Attest: Clerk of Court

Date

County Administrator

Date

January 7, 2025
Revised January 10, 2025
Revised January 16, 2025

James Huber
Marion County Board of County Commissioners
2602 SE 8th Street
Ocala, Florida 34471

**Re: Marion County Sheriff's Operation Office, Phase 1 & 2 Renovation
Additional Services Request No. 2**

Dear Jim,

Please consider this request for Additional Services in the amount of **\$30,720** for the Marion County Sheriff's Operations Office Renovation. These added services include a schedule change and additional design fees, including Architectural, Mechanical, Electrical, Plumbing, and Fire Protection Engineering.

Design work on the Construction Documents was put on hold with the receipt of plan changes received on Wednesday, December 18, 2024. Work will remain on hold until the resolution of this Additional Services Request.

Scope of Additional Services

The scope of Additional Services is for plan changes to the Overall Floor Plans in Phase 1 and Phase 2 Construction Document packages. Changes are noted in the attached Exhibit A and include but are not limited to the following:

Phase 1 : Architectural Revisions

- Wall and door revisions to HR offices 209 and 210
- Change of workstation size/shape and reorganization of all workstations in HR 203
- Removal of enclosed rooms 204 and 205, replaced with High Density Storage system
- Addition of wall/door separation at HR 197
- Removal/addition of walls and doors in Purchasing Offices 180, 182, and 183.
- Addition of wall/door separations throughout 158 and 161

Phase 1 : MEP-FP Revisions

- Relocating/Adding Doors: Adjust HVAC supply and return air locations; modify electrical circuits for new switch and outlet placements.
- HR Room Changes (204, 205, 209): Rebalance HVAC for new room configurations; relocate electrical and data outlets.
- HR Open Office 203 Reconfiguration: Add/reconfigure lighting and power outlets for new workstation layouts; update fire alarm devices if needed.
- Purchasing Reconfiguration (180, 182, 183): Reconfigure lighting and power outlets; potentially relocate sprinklers to accommodate layout changes.
- Wall Shift (159/160): Adjust HVAC ductwork and grilles; move or add outlets and data drops; modify fire sprinkler layout to maintain coverage.

MCSO Operations Office Renovation - ASR #2
 Marion County Board of County Commissioners
 January 7, 2025
 Revised January 16, 2025
 Page 2

Phase 2 : Architectural Revisions

- Addition of millwork base cabinets in Records 105
- Removal of wall between Star 110 and Meeting Room 111
- Redesign of Sheriff's restroom 127A
- Demo existing wall and add new wall for Sheriff's Office 127
- Relocate/add doors in rooms 137, 138, 139, 150, 151, and 152.
- Rename Reception 153 to Meeting Room and shift wall to make room 15'-0" wide.
- Rename Meeting Room 149 to Director's Office
- Shift movable partition wall to reduce the Patrol Briefing Room 148 to a minimum width of 15'-0" so that Break Room 147A can be more square.
- Add hallway door to Break Room 147A.
- Add half wall at south portion of Break Room 147 to create Commercial Café area. Add millwork along south side of half wall for meal service line.
- Add commercial kitchen equipment to the south exterior wall. Sheriff's Office to provide cut sheets on all equipment. Expected equipment for Break Room 147A to include fridge, freezer, soft serve freezer, frozen beverage dispenser. Expected equipment for the Commercial Café to include double wall oven, induction cooktop, and microwave.

Phase 2 : MEP-FP Revisions

- Relocating/Adding Doors: Update fire alarm and HVAC zoning; adjust electrical power for door hardware.
- Add Millwork in Room 105: Add power and data outlets for integrated equipment; consider undercabinet lighting if specified.
- Meeting Room 111 to Room 110: Reconfigure HVAC to accommodate larger space; move or add lighting, power, and data outlets; adjust fire alarm devices.
- Sheriff's Office and Restroom Modifications (127, 127A): Update plumbing for new fixtures; modify exhaust and supply air; relocate or add outlets and lighting.
- Wall Shift (153/154): Adjust HVAC and fire sprinkler coverage; relocate electrical and data outlets.
- Movable Partition Adjustment (147, 147A): Realign lighting and HVAC to new partition location; ensure fire alarm devices are accessible and compliant.
- Commercial Kitchen Addition (147):
 - o Design for new exhaust hood and ventilation system for kitchen equipment.
 - o Add dedicated power circuits and outlets for kitchen appliances.
 - o Extend plumbing for sinks, water heaters, and grease traps.
 - o Reconfigure fire suppression systems to meet code for commercial kitchens.
 - o Provide additional power outlets on the half wall for serving/warming trays.

The scope of Additional Services includes a revised schedule as follows and does not include time for Facilities Management and Sheriff's Office review periods after each submittal. The design team will not proceed to the next deliverable until written approval and final feedback is received from the County and Sheriff's Office.

- 2 weeks : Revised Architectural Set for Final Sign Off
- 3 weeks : Issue for Owner Approval (80%)
- 5 weeks : Issue for Permit

Compensation

Compensation for these additional services is further outlined below:

DESCRIPTION	FIXED FEE
Architectural	\$9,920.00
MEP-FP	\$20,800.00
Total Compensation	\$30,720.00

MCSO Operations Office Renovation - ASR #2
 Marion County Board of County Commissioners
 January 7, 2025
 Revised January 16, 2025
 Page 3

The previous allowance of \$15,000 for Survey & Geotechnical services was deemed no longer required. The line item is to be allocated towards this ASR #2 in combination with the remaining 10% owner contingency.

Original Contract Amount, including Allowances	\$309,200.00
ASR #1 - IT Dept Revisions	\$15,200.00
ASR #2 - Additional Revisions	\$30,720.00
Removal of Survey/Geotech Allowance	(\$15,000.00)
Revised Contract Total	\$340,120.00

The terms of this proposal are in accordance with the current agreement which is in place for this project. The terms of this agreement shall remain.

We are excited to continue to further develop this project and look forward to our continued collaborative association with you.

Thank you,

Submitted by:



Approved by:

Signature

Signature

Craig Fennig, AIA, NCARB, LEED AP BD+C

Printed Name

Printed Name

Managing Director

Title

Title

January 16, 2025

Date

Date

Attachment: Exhibit A - Sheriff's Office Revisions from 12/18 Meeting

Cc: Brit Kirby, The Lunz Group



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

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Date 12/20/2024 Department Facilities Management Change Order # 2

☐ Additional Days Only Is Board Action Required? No

Bid/Contract/Quote Number & Project Title:
23Q-076 Design/MCSO Interior Remodel

Vendor (Name & Address):

The Lunz Group Inc.
58 Lake Morton Drive
Lakeland, FL 33801

Project Code: SOC000011

PO Number: 2301249

Contract Amount: \$309,200.00

GL Account Number (ORG/OBJECT):

VJ736521-562102

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☒ N/A ☐

Contingency Amount Using (if requesting use):
\$15,200.00

Is the change order amount from Contingency? Yes ☒ No ☐

DESCRIPTION OF CHANGE

Relocation of seven (7) offices and associated changes to open office workstation space - Reallocating room types from workrooms to storage rooms - Revision of six (6) offices to reception, open office workstation space, and two (2) offices - Division of storage into two (2) separate rooms - Revision of reception area of Phase 2.

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE

Original PO Amount:	\$309,200.00
The Current PO Amount (includes all previous change orders):	\$340,120.00
The PO will be increased/decreased by this change order in the amount of: (Do not put contingency amount)	Increase <input type="checkbox"/> Decrease <input type="checkbox"/>
The new PO amount including this change order will be: (PO amount will not change if it comes from contingency)(auto calculated)	\$340,120.00
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:

Department Head [Signature] Date 12-23-24

Project Mgr. _____ Date _____

Administration (If Applicable) _____ Date _____

Procurement [Signature] Date 12-23-24

BCC Approval (when applicable):

Chairman, BCC _____ Date _____

Attest: Clerk of Court _____ Date _____

County Administrator _____ Date _____



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.

Date 12/20/2024 Department Facilities Management Change Order # 1

☐ Additional Days Only Is Board Action Required? No

Bid/Contract/Quote Number & Project Title:
23Q-076 Design/MCSO Interior Remodel

Vendor (Name & Address):

The Lunz Group Inc.
58 Lake Morton Drive
Lakeland, FL 33801

Project Code: SOC000011

PO Number: 2301249

Contract Amount: \$309,200.00

GL Account Number (ORG/OBJECT):
VJ736521-562102

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☒ N/A ☐

Contingency Amount Using (if requesting use):

Is the change order amount from Contingency? Yes ☐ No ☒

DESCRIPTION OF CHANGE

Request to add 10% contingency to contract in the amount of \$30,920.00

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE

Original PO Amount:	\$309,200.00
The Current PO Amount (includes all previous change orders):	\$309,200.00
The PO will be increased/decreased by this change order in the amount of: (Do not put contingency amount)	<div> Increase <input checked="" type="checkbox"/> Decrease <input type="checkbox"/> </div> \$30,920.00
The new PO amount including this change order will be: (PO amount will not change if it comes from contingency)(auto calculated)	\$340,120.00
Contract time will be Increased/decreased by _____ DAYS	
Prior Substantial Completion Date <input type="text"/>	Revised Substantial Completion Date <input type="text"/>
Prior Final Completion Date <input type="text"/>	Revised Final Completion Date <input type="text"/>

Approval:

Department Head [Signature] Date 12-23-24

Project Mgr. [Signature] Date _____

Administration (If Applicable) [Signature] Date _____

Procurement: [Signature] Date 12-23-24

BCC Approval (when applicable):

Chairman, BCC _____ Date _____

Attest: Clerk of Court _____ Date _____

County Administrator _____ Date _____



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19467

Agenda Date: 7/1/2025

Agenda No.: 7.4.6.

SUBJECT:

Request Approval of Change Order 9 to Purchase Order 2100801: 20Q-190 SW 52nd St. Flood Relief - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of \$8,266)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On March 16, 2021, the Board awarded a contract to Kimley-Horn and Associates, Inc., under RFQ 20Q-190 for the engineering of new drainage retention areas and stormwater conveyance infrastructure for flood mitigation along a portion of SW 52nd Street. Purchase Order (PO) 2100801 was issued for the work, totaling \$199,993.

Throughout the term of the project, eight (8) change orders have been issued. Change Orders 1-7 added additional time to the completion dates. Change Order 8 added \$99,724.50 to cover the additional cost of a Phase 1 Cultural Resource Assessment Survey at the request of the Florida Division of Emergency Management and the Seminole Tribe of Florida's request.

Change Order 9 requests approval to add \$8,266 to PO 2100801 to cover the additional testing required per the Archaeological Research Design approved by the Federal Emergency Management Agency (FEMA) and to meet the standards included in the Florida Division of Historical Resources Module 3: Guidelines for Use by Historic Preservation Professionals.

Attached for review is a copy of Change Order 9 and the quote obtained by Kimley-Horn and Associates, Inc. from Janus Research. 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 \$8,266, bringing the project's total cost to \$307,983.50. Funding is available in EK430538-563102 (Stormwater Program).

RECOMMENDED ACTION:

Motion to approve, authorize the Chairman and Clerk to execute, and allow staff to process Change Order 9 to Purchase Order 2100801 for Kimley-Horn and Associates, Inc. under 20Q-190.



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 digitally signed form to **Procurement@marionfl.org**

Date: 6/4/2025 Department: Office of County Engineer Change Order #: 9

☐ Additional Days Only Is Board Action Required? Yes ☐ No ☒ N/A

Bid/Contract/Quote Number & Project Title: 20Q-190 SW 52nd Street Flood Relief

PO Number: 2100801

Contract Amount: \$ 199,993.00

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☐ N/A ☒

Is the change order amount from Contingency? Yes ☐ No ☒

Contractor/Vendor (Name & Address):
Kimley-Horn and Associates, Inc.
1700 SE 17th Street, Suite 200
Ocala, FL 34471

GL Account Number (ORG/OBJECT):
EK430538-563102

Project Account Number (If applicable):
SMC0004FL

Requesting Amount of Contingency:
\$ 0.00

JUSTIFICATION & DESCRIPTION OF CHANGE

Preliminary background research suggested the project area had a low potential for archaeological sites. During the field testing, several areas were identified as having increased archaeological potential. Additional testing is required per the Archaeological Research Design approved by FEMA and to meet the standards included in the Florida Division of Historical Resources Module 3: Guidelines for Use by Historic Preservation Professionals.
EK430538-563102 E-SMC0004FL-CIP STORMW-EXPANS DES-430 = +\$8,266.00

BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE

Original Ordered Amount: \$199,993.00

Current Ordered Amount (Not the balance): \$299,717.50

The PO will be increased/decreased by this change order in the amount of: \$ 8,266.00
(Do not put contingency amount) ☒ Increase ☐ Decrease

The new PO amount including this change order will be: \$307,983.50
(PO amount will not change if it comes from contingency)(auto calculated)

Contract time will be Increased/decreased by 0 DAYS

Prior Substantial Completion Date: 8/31/2025 Revised Substantial Completion Date: 8/31/2025

Prior Final Completion Date: 9/30/2025 Revised Final Completion Date: 9/30/2025

Approval:

Heaton Embree

Director/Designee

6/4/25
Date

Christine Keli

Project Mgr.

6/4/25
Date

BCC Approval (when applicable):

Chairman, BCC

Date

Attest: Clerk of Court

Date

Administration (NEW amount is between \$25k - \$50k)

Date

County Administrator

Date

Procurement:

Date

Reset Form

Email Form

Revised 10/2024

JANUS RESEARCH
SW 52nd Avenue Drainage
Supplemental for Additional Archaeological Subsurface Testing



5/30/2025

POSITION	HOURS		RATE		TOTAL
Principal Investigator	6	\$	110.00	\$	660.00
Project Archaeologist	52	\$	70.00	\$	3,640.00
Field Archaeologist	40	\$	42.00	\$	1,680.00
Clerical	1	\$	45.00	\$	45.00
Total Direct Labor				\$	6,025.00

DIRECT EXPENSES

Project Supplies	12.00	
Per Diem	460.00	\$46/day (2 people x 5 days)
Lodging	1,600.00	\$ 200/night (2 people x 4 night)
Mileage & Travel	169.00	260 miles @ \$0.65/mile
Total Direct Expenses	\$ 2,241.00	

TOTAL LABOR & EXPENSES

\$ 8,266.00

Assumptions

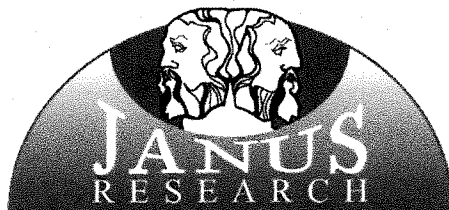
This cost estimate is supplemental to the initial estimate due to the increased archaeological potential of the project area and the identification of archaeological material.

Additional subsurface testing (maximum of 40 shovel tests) will be excavated in areas of increased archaeological potential, to determine the extent of the archaeological site(s) and make a preliminary assessment of significance.

Also included are additional hours for artifact analysis.

The results of this testing will be incorporated into the CRAS report.

Costs for additional research or excavations deemed necessary to evaluate National Register of Historic Places (National Register) eligibility, Section 106 Determination of Effects for National Register-eligible resources, Section 106 consultation, or the development of a Memorandum of Agreement (MOA) are not included in this scope and will be negotiated later, if required.



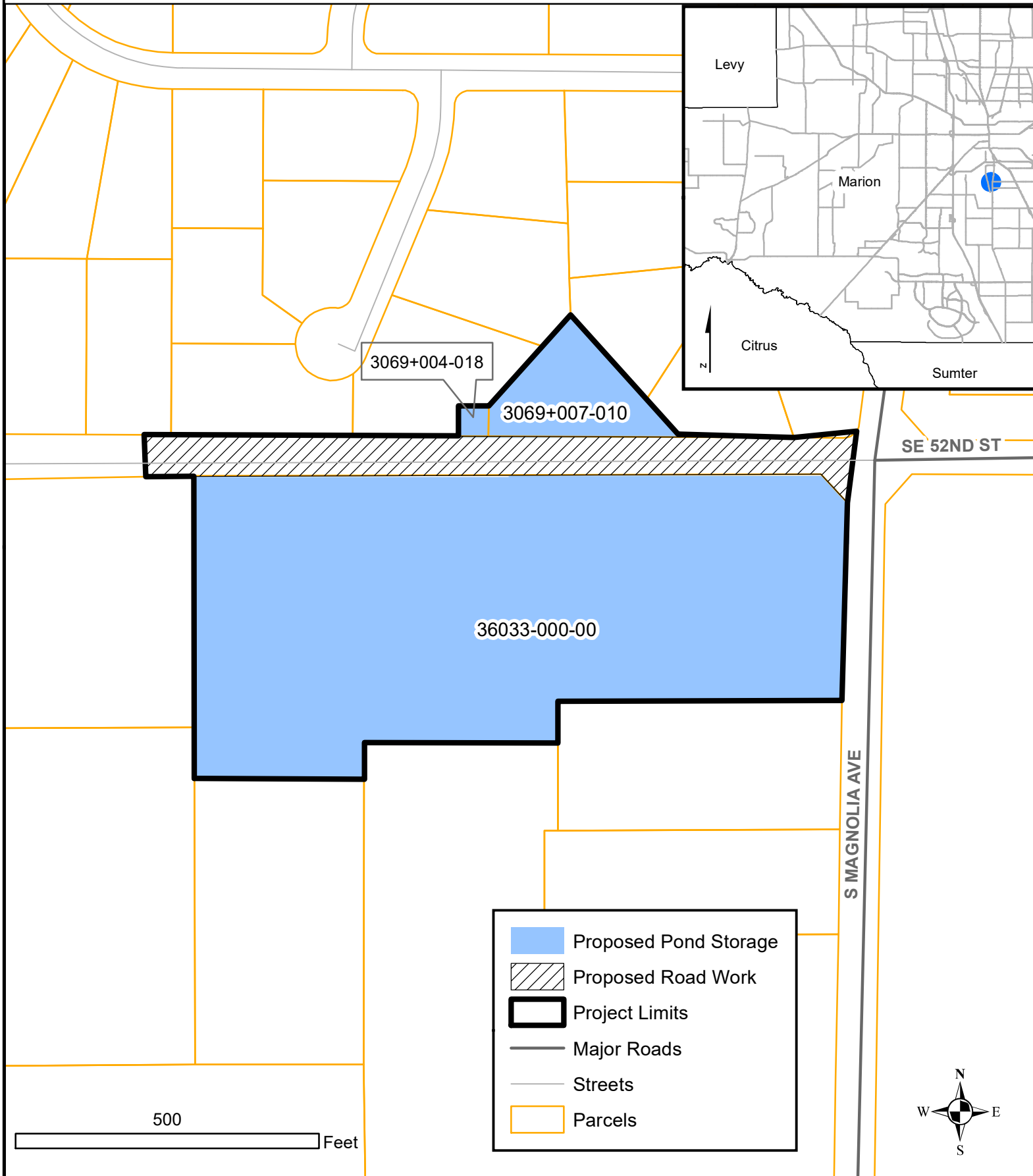
**PROPOSAL FOR ADDITIONAL ARCHAEOLOGICAL TESTING FOR THE
SW 52nd STREET DRAINAGE IMPROVEMENT PROJECT,
MARION COUNTY, FLORIDA**

May 30, 2025

Janus Research is respectfully requesting supplemental funds for additional subsurface testing of the SW 52nd Avenue project area. Preliminary background research suggested the project area had a low potential for archaeological sites and a maximum of 20 subsurface tests were proposed. To date, a total of 36 subsurface tests have been excavated. The testing identified areas of increased archaeological potential and archaeological material in 15 shovel tests. Additional testing is required per the Archaeological Research Design approved by FEMA and to meet the standards included in the Florida Division of Historical Resources' (FDHR) Module 3: Guidelines for Use by Historic Preservation Professionals (2003:14-20).

Additional subsurface testing will be conducted in areas of increased site potential, to determine the extent of the archaeological site(s) and make a preliminary assessment of significance. The results of this additional testing will be incorporated into the Cultural Resources Assessment Survey report.

SW 52nd ST Flood Relief Project Map



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 **Kimley-Horn and Associates, Inc.**, located at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601, possessing FEIN# 56-0885615 (hereinafter referred to as “FIRM”) under seal for the SW 52nd Street Flood Mitigation Program, (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 #20Q-190 - SW 52nd Street Flood Mitigation Program, 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.

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. The Work (defined herein) shall commence upon issuance of Notice to Proceed and be completed by September 31, 2021 (“Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. The Work may be presumed abandoned after ninety (90) consecutive 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.

Section 5 – Scope of Services. As per specifications and requirements of the Project 20Q-190, shall provide complete Professional Services as stated in the Solicitation and shall additionally adhere by the duties attached in **Exhibit A** all services referred to herein as “Work.” The Work shall particularly comply with the original RFP or Task Order that is part of the Contract Documents. Individual tasks to be included in FIRM’s Proposal, **EXHIBIT A**, Scope of Services. The Work includes:

Design, permit, and model the SW 52nd Street Flood Relief Project including new drainage retention areas, (DRAs), stormwater conveyance infrastructure, and possibly an elevated roadway providing flood relief to SW 52nd Street and surrounding properties during the 100-year storm even.

Section 6 – Compensation. COUNTY shall make payment of \$199,993.00, (the “Agreement Price”), to FIRM under established procedure, upon completion of the Work as established in **Exhibit B**. 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. When applicable, the Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as **Exhibit B**.

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@marioncountyfl.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.

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. A bond for indemnification may be required.

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-. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured. The Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** 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 operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease. A "**subrogation waiver endorsement**" is required.
- **General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. 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 a minimum of 5 years following completion of the Project.
- **Professional Liability** 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 448.09(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 Contract with FIRM, FIRM may not be awarded a public contract 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 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 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, F.S., 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, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more, and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
2. FIRM is found to have:
 - 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.

OR

3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
4. FIRM is found to have:
 - a. Met either prohibition set forth in Section "23(B)(2)" above or
 - b. Been engaged in business operations in Cuba or Syria.

OR

5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and

6. FIRM is found to have:
 - a. Met any prohibition set forth in Section “23(B)(4)” above or
 - b. 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.

OR

7. Was entered into or renewed on or after July 1, 2018, and
8. FIRM is found to have met any prohibition set forth in Section “23(B)(4)” above.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
2. 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 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 - 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 27 - 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 28 - 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 29 - 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 30 – 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 31 – 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 32 – 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 33 – 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: Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600, Raleigh, NC 27601
CONTACT PERSON: Richard Busche | Phone: 352-438-3000

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@marioncountyfl.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: richard.busche@kimley-horn.com and stewart.hill@kimley-horn.com. Designation signifies FIRM's election to accept notices solely by e-mail.

Section 34 – 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 35 – 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, and **EXHIBIT C** – Supplemental Terms and Conditions.

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 3/16/2021
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA



JEFF GOLD, DATE 3/16/2021
CHAIRMAN

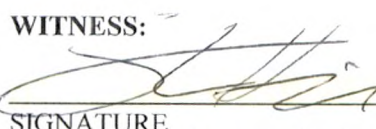
FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
Program
AND LEGAL SUFFICIENCY

BCC APPROVED: March 16, 2021
20Q-190 | SW 52nd Street Flood Mitigation



MATTHEW G. MINTER, DATE 4/1/2021
MARION COUNTY ATTORNEY

WITNESS:



SIGNATURE
Stewart L. Hill

PRINTED NAME

KIMLEY-HORN AND ASSOCIATES, INC.



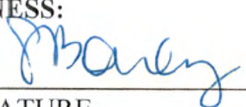
BY: DATE 3-29-2021

PRINTED:

ITS: (TITLE)

Richard V. Busche, P.E.
Sr. Vice President
Kimley-Horn and Associates, Inc.

WITNESS:



SIGNATURE
Stacy Boney

PRINTED NAME



AGREEMENT BETWEEN THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS
AND
KIMLEY-HORN AND ASSOCIATES, INC.

SCOPE OF SERVICES
FOR DESIGN AND PERMITTING SERVICES
FOR
SW 52nd STREET FLOOD MITIGATION PROGRAM (RFQ 20Q-190)
MARION COUNTY, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
(Signature)

Richard V. Busche, PE – Senior Vice President
(Print Name and Title)

Date: November 3, 2020; Revised November 20, 2020

PART I - PREAMBLE

A. PURPOSE

The purpose of this Agreement is to describe the scope of work and the responsibilities of Kimley-Horn and Associates, Inc., hereinafter called the ENGINEER and the Marion County Office of the County Engineer, hereinafter called the COUNTY, in connection with the completion of final design and preparation of complete construction plans for the proposed improvements included with the:

SW 52nd Street Flood Mitigation Program (the "Project").

This Scope of Services is for the design and permitting of stormwater and roadway improvements within Marion County. The ENGINEER was selected for this project as part of RFQ# 20Q-190 in 2020 under a competitive process consistent with the CCNA process contained in the Florida Statutes.

The Project consists of the following general scope items:

Field surveying, geotechnical services, environmental assessments, design plans and regulatory agency permitting for improvements along SW 52nd Street to mitigate flooding during significant storm events. Anticipated improvements included with the Project are new stormwater retention areas, associated stormwater conveyance infrastructure, and partial redesign of SW 52nd Street to raise the roadway profile. The Project will also include coordination with the COUNTY for compliance with the Hazard Mitigation Grant Program (HMGP) funding previously obtained.

The ENGINEER will utilize JCH CONSULTING GROUP, INC. for professional survey services and obtaining survey field data. The ENGINEER will utilize ANDREYEV ENGINEERING, INC. for professional geotechnical services and obtaining geotechnical data for the proposed improvements. The ENGINEER will utilize SEARCH, INC. for historical preservation research and assistance. The ENGINEER will perform those environmental assessments, engineering analyses, designs and permitting services required to complete the final design, and to prepare design plans that include the environmental assessments, surveying, geotechnical assessments, stormwater, roadway, and utility coordination. The COUNTY will provide job specific information and/or functions as outlined in this contract.

During the design stage, it will be necessary for the ENGINEER to have access to the proposed stormwater retention areas and possible areas outside of the Project limits for field assessments, environmental work, survey, staking, etc. The COUNTY will secure all necessary permissions, easements, agreements, etc., needed to permit access to the ENGINEER.

This Agreement does not include post-design services, including bid phase assistance or construction phase services. The ENGINEER assumes all grant funding communication will be provided through the COUNTY.

This Agreement does not include work pertaining to the acquisition of property through the eminent domain process, or a cooperative process with the property owners. If requested, this work will be considered post-design services and provided under a separate Agreement or amendment to this Agreement.

PART II - DESIGN SCOPE OF SERVICES

TASK 1 - PROJECT MEETINGS AND ADMINISTRATION

The project administration activities contemplate a six-month duration following Notice to Proceed by the COUNTY, not including post-design services. The administration activities that will be conducted include the following:

- A. Project Setup. The ENGINEER will establish project files, project work plan, and initiate the project accounting and invoicing system.
- B. Project Kickoff Meeting. The ENGINEER will conduct a kick-off meeting with the COUNTY and the project team. The ENGINEER will circulate meeting minutes to all participants following the kick-off meeting.
- C. Bi-Weekly Progress Meetings. Beginning two weeks after the Kickoff Meeting and continuing through the life of the contract, the ENGINEER will meet with the COUNTY bi-weekly to review the progress of work. Meetings will alternate between in-person and virtual/conference call meetings.
- D. ~~Public Meetings (Optional Task). ENGINEER will prepare for and attend up to one public meeting with the County and nearby affected landowners. Advertisement services for the meeting will be provided by the COUNTY.~~
- E. Miscellaneous Meetings. ENGINEER will prepare for and attend up to two miscellaneous, general meetings with the COUNTY, affected landowners, etc.

TASK 2 - ENVIRONMENTAL ANALYSIS AND REPORTING

- A. Natural Resource Assessment and Wetland Delineation
 - 1) The ENGINEER will conduct a Natural Resource Assessment (NRA) to identify wetlands, surface waters and upland habitats (including potential sensitive habitats) on-site and will evaluate the potential for usage by listed species. The ENGINEER will review previously prepared environmental documentation (if available) and conduct field reconnaissance on-site. In preparing the NRA, the ENGINEER will conduct the following tasks:
 - a. Review readily available natural resource documentation, previous environmental studies (provided by client, if applicable), readily available permits and listed species information;
 - b. Review existing GIS databases including the Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of listed species on and near the subject property;
 - c. Review aerial photography, soils maps, and mapping of existing wetland and surface water features on-site;
 - d. Review of FEMA FIRM map;
 - e. Conduct a 15% Gopher Tortoise survey;

- f. Conduct site reconnaissance to review the site and ground-truth the database search findings.
- 2) While onsite, the ENGINEER will field flag the wetlands in accordance with the State unified wetland delineation methodologies described in Chapter 62-340, Florida Administrative Code (FAC) and the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and Regional Supplement. USACE data sheets will also be completed (one upland and one wetland). Following the field delineation, the ENGINEER will prepare a wetland delineation map to provide to the surveyor. The ENGINEER will coordinate with the surveyor to incorporate the flags into the site plan (surveying of wetland flags is not included in this scope).
 - a. Following site reconnaissance and database review, a Technical Memorandum will be prepared summarizing the results of the data collection efforts. The following exhibits will be prepared:
 - b. A land cover map classifying the habitats on-site based on the Florida Land Use, Cover, and Forms Classification System (FLUCFCS) and showing approximate acreage of each land cover, including wetlands and/or surface waters. The acreage of upland habitats shown will be approximate based on aerial interpretation.
 - c. USGS 7.5 Minute Quadrangle Map,
 - d. Soils map,
 - e. Location map,
 - f. Listed species map/maps, if applicable.

B. State Coordination and Permitting

- 1) The ecological information gathered from Task 2A will be utilized to prepare the support documentation for an Environmental Resource Permit (ERP) application to be submitted to the St. Johns River Water Management District (SJRWMD). The ENGINEER will complete sections A, C and E of the ERP application and provide associated wetland impact/mitigation tables, as well as figures depicting the existing wetland limits and proposed wetland impact, as applicable. For the purposes of this scope, if wetland mitigation is required, it is anticipated that mitigation will be accomplished in the form of offsite credit purchase at an appropriate, permitted wetland mitigation bank within the same basin as the project. If additional mitigation is required or some form of onsite mitigation is required, the Client will be notified, and an addendum will be prepared. Additionally, if no mitigation is available in the same basin, an addendum will be prepared for preparation of the Cumulative Impacts Analysis document that will be required by the state in order to purchase wetland credits outside of the project basin. Once the application is submitted, the ENGINEER will respond to one Request for Available Information (RAI). The ENGINEER will attend one site visit with the SJRWMD to confirm wetland limits and to review the project site. Any additional RAIs or meetings with the SJRWMD will be considered additional services. All mitigation and application fees shall be paid by the Client.
- 2) The ENGINEER will also coordinate with the Florida Fish and Wildlife Conservation Commission (FWC), to address issues related to state-level protected species, during permitting. This proposal assumes FWC coordination will be conducted via telephone and email.

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C. Federal Coordination (USACE).

- 1) The wetlands onsite appear to be isolated and therefore will not be considered Waters of the US (WOTUS) by the US Army Corps of Engineers (USACE). The ENGINEER will submit an Approved Jurisdictional Determination (AJD) to the USACE to receive confirmation that the project would receive a No Permit Required letter. If required, a site visit will be completed with the USACE to review field conditions. Further permitting with the USACE beyond a No Permit Required letter is not included in this Agreement.
- 2) The ENGINEER will also coordinate with the US Fish and Wildlife Service (USFWS) regarding federally-listed protected species. This proposal assumes USFWS coordination will be conducted via telephone and email.

D. ~~Historical Preservation~~

- 1) ~~SEARCH, Inc. will conduct a desktop analysis consisting of historical background research, review of the Florida Master Site File (FMSF) database, and examination of soils map and pertinent data to assess the potential for recorded or unrecorded historic resources to be present within the Study Area.~~
- 2) ~~The resultant document is intended for planning purposes only and will not satisfy the requirements of Rule Chapter 1A-46 of the Florida Administrative Code (FAC), Chapter 267, Florida Statutes, or Section 106 of the National Historic Preservation Act of 1966, as amended (Public Law 113-287 [Title 54 USC]).~~
 - a. ~~Study Area: The Study Area for the desktop analysis will include the four parcels highlighted on the graphic provided to SEARCH by Kimley Horn and Associates, Inc. (KHA) via email on 10/26/20. In addition to these parcels, the Study Area will also include the SW 52nd Street right-of-way between SW 7th Avenue and CR 475.~~
 - b. ~~Fieldwork and Lab Analysis: No fieldwork or lab analysis is included in this proposal.~~
 - c. ~~Tribal Consultation: Consultation with federally recognized Native American Tribes will not be the responsibility of SEARCH under this scope of work.~~

TASK 3 - SURVEYING AND MAPPING SERVICES

A. Boundary & Topographic Survey

- 1) Boundary & Topographic information to include Parcel No: 36033-000-00, 3069+007-010, and 3069+007-004 as depicted on Exhibit "A (approximately 15.27 acres).
- 2) State Plane Coordinates will be referenced to Florida West State Plane Coordinate System, NAD-83, 2011 adjustment.
- 3) Horizontal data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes

- 4) Indicate whether or not the property is located in a flood zone(s). Indicate the FEMA flood zone map(s) reference and the specific flood hazard zone in which the property is located (Zone A, B, C, etc.). If property has multiple flood zone classifications, show and identify each flood zone and mark the contour lines of each flood zone on the survey.
- 5) Show measurements and bearings (metes and bounds) to accurately close boundary in clockwise orientation.
- 6) Locate and provide topography at all above ground improvements
- 7) Locate existing conditions along contiguous roadways
- 8) Vertical datum will be on NAVD 1988
- 9) Contours will be shown on a 1' for minor, and 5' for major
- 10) Confirm FEMA Flood Elevation
- 11) State Plane Coordinates
- 12) All easements depicted on survey as furnished by client or platted
- 13) Contours will be collected on a 100' grid
- 14) Topographic data to include 50' overlap on all surrounding parcels
- 15) Locate all above ground utilities (gate valves, water meters, etc.)

B. Route Survey

- 1) Topographic information to include SW 52nd Street between SW 7th Avenue Road & S magnolia Avenue as depicted on Exhibit "A (approximately 2,100 linear feet).
- 2) Full right of way.
- 3) State Plane Coordinates will be referenced to Florida West State Plane Coordinate System, NAD-83, 2011 adjustment.
- 4) Horizontal data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes
- 5) Indicate whether or not the property is located in a flood zone(s). Indicate the FEMA flood zone map(s) reference and the specific flood hazard zone in which the property is located (Zone A, B, C, etc.). If property has multiple flood zone classifications, show and identify each flood zone and mark the contour lines of each flood zone on the survey.
- 6) Locate and provide topography at all above ground improvements
- 7) Locate existing conditions along contiguous roadways
- 8) Vertical datum will be on NAVD 1988
- 9) Location of Tree's 10" & larger

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- 10) Contours will be shown on a 1' for minor, and 5' for major
- 11) Confirm FEMA Flood Elevation
- 12) State Plane Coordinates
- 13) All easements depicted on survey as furnished by client or platted
- 14) Contours will be collected on a 100' grid
- 15) Topographic data to include 50' overlap on all surrounding parcels
- 16) Locate all above ground utilities (gate valves, water meters, etc.)

C. Miscellaneous Task

- 1) Provide 4 hours of field crew for field investigations to include cross sections along ditch contiguous with Parcel No: 36030-000-02,
- 2) Provide 4 hours of field crew picking up culverts near the project,
- 3) Provide 16 hours of field crew picking up locate wetland flags on parcel 36033-000-00
- 4) Provide 4 hours of field crew picking up pick up boring locations

TASK 4 - GEOTECHNICAL SERVICES

The Scope of services for the Geotechnical Services are as follows:

- A. Investigate the three areas of proposed potential stormwater pond locations and provide geotechnical information and recommendations with regards to these areas for stormwater design purposes, including estimated wet seasonal high groundwater conditions in these areas. Twelve (12) auger borings are proposed throughout these areas. The auger borings will be extended into the groundwater table, estimated at 20 feet for purposes of this proposal. Piezometers will be installed at all boring locations to obtain stabilized groundwater level measurements. In addition, five (5) Minus #200 Sieve Washes will be completed on selected samples for the borings. Also, twelve (12) laboratory permeability tests will be completed on tube samples obtained at each boring location.
- B. Investigate the sinkhole located on the northeast corner of SW 7th Avenue Road and SW 52nd Street and provide information on the approximate runoff from the immediate area that enters this feature. Two (2) auger borings are proposed in this area. The auger borings will be extended into the groundwater table, estimated at 20 feet for purposes of this proposal. Piezometers will be installed at all boring locations to obtain stabilized groundwater level measurements.
- C. Conduct roadway cores along the subject area. Five (5) cores will be completed through the existing roadway pavement to provide information on the existing pavement section and shallow subsoils. In addition, up to two (2) Limerock Bearing Ratio (LBR) tests will be conducted on the existing subsoil materials.

- D. Prepare a report summarizing the results of the study and provide geotechnical engineering and hydrogeologic conclusions and recommendations with regards to the project and flood mitigation modeling.

TASK 5 – DATA COLLECTION AND RESEARCH

- A. The ENGINEER will coordinate with the COUNTY and the St. Johns River Water Management District (SJRWMD) to obtain existing available data for the Project study area. This data will include the latest Lake Panasoffkee and Marshall Swamp Watershed Management Plan (WMP) data and model, existing roadway and neighborhood improvement plans, stormwater calculations for adjacent improvement projects, existing utility record drawings, permit files, NRCS soil data, and updated land use data.
- B. The ENGINEER will coordinate with the COUNTY and the SJRWMD to obtain existing available data of historic flooding accounts, formal complaints, pictures, etc. for the Project study area.
- C. The ENGINEER will visit the watershed and Project area to field verify major conveyance features and verify features that could affect the existing conditions WMP model. This task is limited to one day of field work.

TASK 6 – MODELING AND ALTERNATIVES ANALYSIS

- A. Existing Conditions Model and Analysis
 - 1) Using the Lake Panasoffkee and Marshall Swamp WMP as a basis, the ENGINEER will develop an existing conditions stormwater hydraulic and hydrological (H&H) model of only those existing basins contributing to the Project study area. The ENGINEER will use the latest version of ICPR4 software by Streamline Technologies to conduct the stormwater modeling for this Task.
 - 2) The ENGINEER will update the existing conditions model using the data collected in Tasks 2-5. This data includes survey topography, geotechnical data, land use information, record drawings.
 - 3) The ENGINEER will model the following storm events in the updated existing conditions model: 2.33 year 24-hour, 10-year 24-hour, 25-year 24-hour, and 100-year 24-hour.
 - 4) The ENGINEER will compare the updated existing conditions model results with the historic flood data obtained under Task 5.B.
 - 5) The ENGINEER will prepare a draft Existing Summary Memorandum of the updated existing conditions model results and findings and submit it to the COUNTY for review. The Memorandum will include a flood map exhibit and results of the modeled peak elevations for the Project study area during the four design storm events. The Memorandum will include the information collected under Tasks 2-5 including environmental results, survey, geotechnical, and existing data findings. The COUNTY will provide comments on the Memorandum to the ENGINEER. The ENGINEER will submit a final Memorandum to the COUNTY.

B. Alternatives Analysis

- 1) The ENGINEER will identify three proposed alternative design concepts for the Project study area and meet with the COUNTY to discuss the concepts prior to modeling. After the meeting, the ENGINEER will make up to one round of changes to the three proposed alternative design concepts based upon COUNTY comments.
- 2) Using the updated existing conditions model as a basis, the ENGINEER will create separate proposed conditions ICPR4 stormwater models for each of the three alternative design scenarios. The ENGINEER will create a flood map exhibit of the four design storm events for each scenario. The ENGINEER will create a high-level, preliminary opinion of probable cost for the three alternative scenarios. The ENGINEER will provide a Summary Alternatives Analysis for review of the model results, exhibits, and opinion of probable costs for the COUNTY.

C. Modeling and Alternatives Analysis Technical Memorandum

- 1) The ENGINEER will prepare a document describing the existing conditions modeling, alternatives analyzed, and documenting anticipated improvements after the mitigation project is implemented utilizing the BCA toolkit methodology, and in accordance with the grant requirements.

D. Planning Deliverable

- 1) The ENGINEER will prepare a Memorandum including a decision support matrix summarizing the main findings of this Task for the consideration of the COUNTY.
- 2) The COUNTY shall choose an alternative scenario and provide direction to the ENGINEER before proceeding with Task 7.

TASK 7 – PRELIMINARY DESIGN PHASE

A. Preliminary Site Plan/30% Design Plans

- 1) Once the alternative scenario is chosen by the COUNTY, the ENGINEER will prepare a Preliminary Site Plan layout of the Project. The Site Plan will consist of a single, full-sized plan sheet (24"x36") generally depicting the Project improvements, such as limits of roadway reconstruction, proposed roadway geometry and typical section, and proposed stormwater retention areas and conveyance structures. The ENGINEER will submit the Site Plan to the COUNTY for review and comment and make one round of revisions. This Task is considered the 30% Design Plans submittal to the COUNTY.

B. Regulatory Agency Pre-Application Meetings

- 1) The ENGINEER will conduct a pre-application meeting with the St. Johns River Water Management District to discuss the proposed Project improvements and permitting conditions/timelines. This Task will occur during the COUNTY's review of the Preliminary Site Plan.
- 2) Consultation with the USACE to discuss the proposed Project is included under Task 2.

TASK 8 – DESIGN PHASE

- A. Phased Design Review. The ENGINEER will prepare and submit phased review packages for each set of design plans to the COUNTY. Submittals will be made at the following stages:
- 1) 60% Design Plans and Calculations, including a preliminary estimate of quantities and opinion of probable construction costs.
 - 2) 100% Design Plans and Calculations, including an estimate of quantities and opinion of probable construction costs

The COUNTY acknowledges that the ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at the time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

The COUNTY will review each review package promptly and provide written comments, compiled by all reviewers into a single document, to the ENGINEER. The ENGINEER will, with each submittal, provide a written response to all COUNTY review comments detailing how each review comment was addressed in the resubmittal.

Following the submittal and review of the 100% Construction Plans and Calculations, the COUNTY will provide a written approval for the ENGINEER's records indicating that all comments have been addressed and the plans are approved as submitted.

- B. Drainage Calculations Report. The ENGINEER will prepare a drainage calculations report to summarize the proposed stormwater design for Agency review. The report will meet the requirements of Marion County and the SJRWMD.
- C. Regulatory Agency Submittal. The ENGINEER will prepare and submit one environmental resource permit application, calculations and design plans to the SJRWMD at the 60% Design Plan Phase. The ENGINEER will respond to requests for additional information and address permitting agency review comments as appropriate, through permit issuance. For all permits, the COUNTY will be the applicant and provide signatures and any permitting fees if required.

The scope of work of this Agreement does not include a formal permit submittal to USACE other than the coordination described under Task 2. This Agreement assumes the existing wetland area will not be considered Waters of the US by USACE.

The scope of work of this Agreement also does not include modification of flood insurance rate maps through FEMA. The current FEMA Flood Insurance Rate Map for the Project area, dated 04/19/2017, does not delineate any regulated flood zones within the Project limits.

TASK 9 – FINAL GRANT/BID DOCUMENTS

- A. Bid Plans and Bid Form. ENGINEER will provide one CD with electronic file versions of the plans in PDF format to the COUNTY for bidding purposes. In addition, two signed and sealed sets of plans. The ENGINEER will prepare a final bid form that lists all anticipated pay items with corresponding estimated quantities for the COUNTY's use in preparing the bid documents. The

actual bid documents, posting the bid for potential bidders, and administration of the bid process will be handled by the COUNTY.

- B. Final Grant Documents. ENGINEER will assist the COUNTY to prepare the documents required for final submittal in accordance with the Grant. The list of required documents is included under Attachment A, Section A) 2) of the HMGP EXHIBIT-1 document. The COUNTY will be responsible for submittal of all grant documents and coordination.
- C. Pre-Bid Conference. Not included.
- D. Bid Opening. Not included.
- E. Bid Tabulation. Not included.

POST DESIGN SERVICES (NOT INCLUDED)

ROADWAY LIGHTING (NOT INCLUDED)

LANDSCAPE PLANS (NOT INCLUDED)

EMINENT DOMAIN ASSISTANCE SERVICES (NOT INCLUDED)

PART III – SCHEDULE

The ENGINEER will undertake this work upon receipt of Notice-To-Proceed. Work will be completed according to the following schedules:

DESIGN PLANS – NINE CALENDAR MONTHS FROM WRITTEN NOTICE TO PROCEED

A detailed schedule will be provided to the COUNTY by ENGINEER at the Kickoff Meeting, and will be maintained and updated throughout the duration of the project.

PART IV – MISCELLANEOUS

SECTION I. PROVISIONS FOR WORK

A. GOVERNING REGULATIONS

The services performed by the ENGINEER will comply with applicable COUNTY and FDOT Standards Guidelines. The current edition, including updates, of the following References and Guidelines will be used in the performance of this work.

- 1) Marion County Land Development Code, Latest Edition
- 2) Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT)
- 3) FDOT Florida Design Manual
- 4) FDOT Drainage Manual
- 5) AASHTO's "A Policy on Geometric Design of Highways and Streets"

- 6) Florida Manual on Uniform Traffic Studies (MUTS)
- 7) Manual on Uniform Traffic Control Devices (MUTCD)

B. PROGRESS REPORTING

The ENGINEER will provide periodic e-mails and monthly written progress reports that describe the work performed on each task. Progress reports will be delivered to the COUNTY concurrently with the monthly invoice.

C. CORRESPONDENCE

Copies of formal written correspondence between the ENGINEER and any party pertaining specifically to this contract will be provided to the COUNTY for their records.

D. SUBMITTALS

The ENGINEER will provide copies of the required documents as listed below. Up to five copies will be submitted to the COUNTY and additional copies will be submitted to the regulating agencies as required for review and approval.

Engineering Items:

- 1) Existing Summary Memorandum
- 2) Summary Alternatives Analysis
- 3) Modeling and Alternatives Analysis Technical Memorandum
- 4) Planning Memorandum
- 5) Preliminary Site Plan/30% Design Plan
- 6) 60% Design Plans and Calculations
- 7) 100% Design Plans and Calculations
- 8) Opinions of Probable Construction Costs at 60% and 100% Plans Stages in Microsoft Excel format
- 9) Final Plans, signed and sealed including files in electronic format

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EXHIBIT B
20Q-190 ~ SW 52nd Street Flood Mitigation Project

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TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: SW 52ND STREET FLOOD MITIGATION PROGRAM (RFQ 20Q-190)
CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
KHA PM: RICHARD V. BUSCHE
BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES

SHEET: 1 of 1
DATE: 11/3/2020
REVISED: 11/20/2020

TASK ID	TASK DESCRIPTION	DIRECT LABOR (MAN-HOURS)									LABOR TOTAL
		Principal Engineer	Project Manager (Registered)	Project Engineer (Registered)	Staff Engineer	Staff Scientist	CADD Designer	Clerical	LABOR HOURS	SUB (\$)	
		\$175.00	\$145.00	\$125.00	\$95.00	\$75.00	\$75.00	\$35.00			
1	PROJECT MEETINGS AND ADMINISTRATION	2.0	12.0	16.0	18.0		4.0	12.0	64.0		\$ 6,520
4D	PUBLIC MEETINGS (OPTIONAL TASK)	0.0	0.0	0.0	0.0			0.0	0.0		\$ -
2	ENVIRONMENTAL ANALYSIS AND REPORTING	4.0	10.0	20.0	36.0	60.0	10.0		140.0	\$ -	\$ 13,320
3	SURVEYING AND MAPPING SERVICES	2.0	8.0	8.0	8.0		6.0	4.0	36.0	\$ 21,540	\$ 3,860
4	GEOTECHNICAL SERVICES	2.0	4.0	8.0	8.0		4.0	4.0	30.0	\$ 29,098	\$ 3,130
5	DATA COLLECTION AND RESEARCH	2.0	10.0	24.0	24.0		4.0	12.0	76.0		\$ 7,800
6	MODELING AND ALTERNATIVES ANALYSIS	25.0	70.0	100.0	140.0		48.0	24.0	407.0		\$ 44,765
7	PRELIMINARY DESIGN PHASE	2.0	8.0	8.0	12.0		20.0	4.0	54.0		\$ 5,290
8	DESIGN PHASE	18.0	60.0	116.0	180.0		230.0	30.0	634.0		\$ 61,750
9	FINAL GRANT/BID DOCUMENTS		4.0	8.0	8.0		4.0	8.0	32.0		\$ 2,920
TOTALS:		57.0	186.0	308.0	434.0	60.0	330.0	98.0	1473.0	\$ 50,638.00	\$ 149,355.00
GRAND TOTAL:										\$ 199,993.00	

EXHIBIT C
SUPPLEMENTAL TERMS AND CONDITIONS FOR 20Q-190

- A. **Federal Provisions.** The Parties acknowledge this Agreement is made possible in whole or in part by Federal funds provided by the Federal Emergency Management Agency ("FEMA"). Accordingly, the following clauses from the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), Appendix II are incorporated into and form a part of the terms and conditions of this Agreement. The full text of the Uniform Guidance may be found at 2 C.F.R. Part 200. FIRM agrees its performance of this Agreement shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures, and directives. The supplemental conditions contained in this Exhibit, if applicable, are intended to cooperate with, to supplement, and to modify the general terms and conditions and other specifications. In case of a conflict with any other section of this Agreement, these Supplemental Terms and Conditions shall govern. FIRM agrees to comply with the following and agrees to flow down all applicable clauses from the Uniform Guidance to lower-tier subcontractors.
- B. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).** FIRM expressly agrees to comply with all applicable provisions of 2 C.F.R. Part 200 and its appendices and same are hereby incorporated by reference and shall have full force and effect.
- C. **Breach, Default, Termination:** COUNTY reserves the right to pursue all available legal, administrative, contractual or equitable remedies in the event of FIRM's breach of contract or violation of any term of this Agreement. As required in 2 C.F.R. Part 200, Appendix II(A), this Agreement addresses all administrative, contractual or legal remedies in instances where FIRM violates or breaches terms of this Agreement, and provides for such sanctions and penalties as appropriate. These provisions may be found in the body of this Agreement at:

SECTION #	SECTION TITLE
Section 11	Public Records Compliance.
Section 15	Default/Termination. Includes termination for convenience and for cause, the manner in which it will be effected.
Section 16	Damage to Property.
Section 17	Termination for Loss of Funding/Cancellation for Unappropriated Funds.
Section 19	Employee Eligibility Verification.
Section 23	Scrutinized Companies.
Section 28	County's Right to Withhold Payment.

- D. **Equal Employment Opportunity (41 C.F.R. Part 60):**
1. Except as otherwise provided under 41 CFR Part 60, if this Agreement qualifies as a "federally assisted construction contract" as defined in 41 CFR Part 60-1.3, FIRM agrees to comply with the equal opportunity clause under 41 CFR 60-1.4(b), incorporated herein by reference, and E.O. 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 C.F.R. Part 200, Appendix II(C).
 2. The regulation at 41 C.F.R. § 60-1.3 defines a "*federally assisted construction contract*" as "any agreement or modification thereof between any applicant and a person for construction work which

is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

3. The regulation at 41 C.F.R. § 60-1.3 defines "*construction work*" as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."
4. During the performance of this Agreement FIRM agrees as follows:
 - a. FIRM will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. FIRM will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. FIRM agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. FIRM will, in all solicitations or advertisements for employees placed by or on behalf of FIRM, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. FIRM will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with FIRM's legal duty to furnish information.
 - d. FIRM will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of FIRM's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. FIRM will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. FIRM will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of FIRM's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and FIRM may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed

and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. FIRM will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs 4(a) through 4(h) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. FIRM will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event FIRM becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, FIRM may request the United States to enter into such litigation to protect the interests of the United States.
- i. COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if COUNTY is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under this Agreement. COUNTY agrees that it will assist and cooperate actively with FEMA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist FEMA in the discharge of the agency's primary responsibility for securing compliance. COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by FEMA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, COUNTY agrees that if it fails or refuses to comply with these undertakings, FEMA may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

E. Davis-Bacon Act, as amended and supplemented [40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)]:

- 1. Where applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and §§ 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), as may be applicable.
- 2. In accordance with the Davis-Bacon Act, contractors must pay wages to laborers and mechanics at a rate not less than prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3. In addition, contractors must pay wages not less than once per week.
- 4. If the Davis-Bacon Act applies to this Agreement, COUNTY included in its solicitation a copy of the current prevailing wage determination issued by the Department of Labor and award of this Agreement to FIRM is conditioned upon FIRM's acceptance of the wage determination.
- 5. COUNTY will report all suspected or reported violations of the Davis-Bacon Act to FEMA.

F. Copeland "Anti-Kickback" Act [40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public

Work Financed in Whole or in Part by Loans or Grants from the United States]]: Where applicable, all prime construction contracts over \$2,000 are subject to the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "FIRMS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

1. **FIRM.** FIRM shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.
2. **Subcontracts.** FIRM shall insert in any subcontracts the clause set forth in paragraph (1) of this section and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. FIRM shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. **Breach.** A breach of the contract clauses set forth above in paragraphs (1) and (2) of this section may be grounds for termination of this Agreement, and for debarment as a FIRM and subcontractor as provided in 29 C.F.R. § 5.12.
4. **COUNTY** shall report all suspected or reported violations to FEMA.

G. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708): If this Agreement is in an amount over \$100,000 and involves the use of mechanics or laborers, FIRM shall comply with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Pursuant to 40 U.S.C. § 3702 of the Act, FIRM shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that FIRM compensates the worker at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Pursuant to 40 U.S.C. § 3704, FIRM shall ensure that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section, FIRM and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages.** FEMA or COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by any contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. FIRM shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. FIRM shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- H. **Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401):** If this Agreement is awarded by COUNTY under a "funding agreement," as defined in 37 C.F.R. § 401.2(a) and COUNTY wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," COUNTY agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FEMA.
- I. **Clean Air Act (42 U.S.C. §§ 7401-7671q):** If this Agreement is for an amount over \$150,000:
1. FIRM agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.
 2. FIRM agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency ("EPA") Regional Office.
 3. FIRM agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- J. **Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended:** If this Agreement is for an amount over \$150,000:
1. FIRM agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.
 2. FIRM agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.
 3. FIRM agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- K. **Debarment and Suspension [Executive Order 12549, "Debarment and Suspension" (1986) and Executive Order 12689, "Debarment and Suspension" (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's Regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension)]:** FIRM agrees:
1. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, FIRM is required to verify that none of FIRM's principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 2. FIRM shall comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 3. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that FIRM did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 4. COUNTY's award of this Agreement is conditioned upon FIRM's current and continued eligibility. FIRM is eligible unless FIRM is listed on the government-wide Excluded Parties List System in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System

in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If FIRM is listed on the Excluded Parties List System in SAM, FIRM shall have the obligation to promptly inform a COUNTY contract manager, and this Agreement shall be immediately terminated without liability on the part of COUNTY or FEMA.

5. A copy of FIRM's signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Attachment H, is attached to this Exhibit as **Appendix 1**.

L. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended):

1. If this Agreement is for an amount over \$100,000, FIRM warrants it filed the required certification prior to award of this Agreement and any payment hereunder. A copy of FIRM's signed Certification Regarding Lobbying is attached to this Exhibit as **Appendix 2**.
2. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.
3. FIRM shall require such certification and disclosure from any subcontractors used. Any further subcontractors must certify and disclose to the subcontractor awarding the subcontract. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures under this Agreement shall be forwarded up from tier to tier up to COUNTY who will, in turn, forward the certifications to FEMA.

M. Procurement of Recovered Materials (Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, See 2 C.F.R. Part 200, Appendix II(J) and 2 C.F.R. § 200.322): FIRM agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1. In the performance of this Agreement, FIRM shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

N. Access to Records (See DHS Standard Terms and Conditions: Version 8.1 (2018) and Section 1225 of the Disaster Recovery Reform Act of 2018):

1. FIRM agrees to provide any Department of the State of Florida, COUNTY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of FIRM which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. FIRM agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement.

4. In compliance with the Disaster Recovery Act of 2018, COUNTY and FIRM acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

O. Changes:

No change, modification, change order, or constructive change under this Agreement, may proceed if its cost is not allowable, allocable, within the scope of COUNTY's grant agreement providing funding for this Agreement, and reasonable for the completion of the Project scope. This Agreement addresses more specifically how, if at all, changes can be made by either Party to alter the method, price, or schedule of the Work without breaching this Agreement at:

SECTION #	TITLE
Section 9	Amendments.

- P. Department of Homeland Security Seal, Logo, and Flags [See DHS Standard Terms and Conditions: Version 8.1 (2018)]:** FIRM shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval by FEMA.
- Q. Compliance with Federal Law, Regulations and Executive Orders.** This is an acknowledgement that Federal and/or State financial assistance may be used to fund some or all of this Agreement. FIRM shall comply with all applicable Federal laws, regulations, executive orders, as well as policies, procedures, and directives of FEMA.
- R. No Obligation by Federal Government:** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to COUNTY, FIRM, or any other party pertaining to any matter resulting from this Agreement. FIRM agrees to hold FEMA and COUNTY harmless against all claims arising out of FIRM's performance of this Agreement to the extent allowed and required by law.
- S. Program Fraud and False or Fraudulent Statements or Related Acts (31 U.S.C. Chap. 38):** FIRM acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.
- T. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. § 200.216):** FIRM must comply with 2 C.F.R. § 200.216, which implements Section 889 of the Fiscal Year (FY) 2019 NDAA (Pub. L. 115-232) and forbids Federal award recipients from using government funds to enter into contracts (or extend or renew them) with entities utilizing covered telecommunications equipment or services even if the contract is not for the purchase of such equipment or services. Covered telecommunications equipment or services is defined as telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); Telecommunications or video surveillance services provided by such entities or using such equipment; Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- U. Domestic Preferences for Procurements (2 C.F.R. § 200.322):** FIRM shall, to the greatest extent practicable, perform this Agreement with a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel,

cement, and other manufactured products). The requirements of this section must be included in all subcontracts, including all contracts and purchase orders for work or products under this Agreement.

- V. **Affirmative Steps (2 C.F.R. § 200.321):** FIRM shall take the following six (6) affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are included in the procurement process:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses and women's businesses enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring lower tier contractors to take the affirmative steps listed in paragraphs (1) through (5) of this section in subcontracting.
- W. **Duplicative or Unnecessary Purchase (2 C.F.R. § 200.318):** FIRM shall review procurement requests to avoid duplicative or unnecessary purchases. FIRM shall consider consolidating or breaking out procurements to obtain a more economical purchase. FIRM shall consider lease versus purchase where appropriate.
- X. **Licensure.** FIRM certifies it has a current and valid occupational license/business tax receipt issued for the type of services being performed.
- Y. **Compliance of Reporting Requirements.** FIRM acknowledges that COUNTY has the responsibility for providing required reporting, including financial information, program progress, and real property status in accordance with 2 C.F.R. § 200.327, 2 C.F.R. § 200.328, and 2 C.F.R. § 200.329 on a schedule established by FEMA. FIRM shall not interfere with COUNTY's compliance with this requirement.
- Z. **Energy Policy and Conservation Act (42 U.S.C. § 6201):** FIRM shall comply with all applicable standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- A. **Never Contract with the Enemy (2 C.F.R. § 200.183):** FIRM must comply with 2 C.F.R. § 200.183, which implements Title VIII, Subtitle E of the FY 2015 NDAA (Pub. L. 113-291), as amended by Sec. 822 of the FY 2020 NDAA (Pub. L. 116-92), and prohibits recipients from providing funds to persons or entities actively opposing United States or coalition forces involved in contingency operations.

ATTACHED TO THIS EXHIBIT		
APPENDIX #	Copy of FIRM's signed Certification Regarding:	TITLE
1		Debarment, Suspension, Ineligibility and Voluntary Exclusion
2		Lobbying



APPENDIX 1

N. ATTACHMENT H – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, Kimley-Horn and Associates, Inc., of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

Kimley-Horn and Associates, Inc.

By: 

Signature

Richard V. Busche, P.E., Senior Vice President

Name and Title

101 East Silver Springs Boulevard, Suite 400

Street Address

Ocala, FL 34470

City, State, Zip

August 25, 2020

Date

Marion County

Sub-Recipient's Name

H0445

DEM Contract Number

4337-358-R

FEMA Project Number



APPENDIX 2

M. CERTIFICATION REGARDING LOBBYING

RFQ FOR SW 52ND STREET FLOOD RELIEF PROJECT

44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

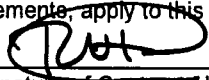
Certification for Contracts, Grants, Loans, and Cooperative Agreements (for agreements exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Richard V. Busche, P.E., Senior Vice President

Typed Name and Title of Contractor's Authorized Official

August 25, 2020

Date



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19551

Agenda Date: 7/1/2025

Agenda No.: 7.4.7.

SUBJECT:

Request Approval of Contract Renewal: 19BE-192-CA-03 Website Upgrades, Agenda, & Captioning Services - Granicus LLC, St. Paul, MN (Budget Impact - Neutral; expenditure of \$73,613)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On May 21, 2019, the Board approved the procurement of a fully integrated website, agenda management system, and live video streaming from Granicus, LLC. This agenda item requests Board approval to renew the Granicus annual maintenance agreement to continue these services. If approved, the renewal term will be retroactively effective from June 4, 2025, through June 3, 2026. These services are essential for supporting transparent and accessible public meetings, as well as ensuring continued functionality of the County's public-facing website.

Attached for review is the vendor-signed quote along with the County's Additional Terms and Conditions, and an approved LRM from Legal. Upon approval at today's meeting, a purchase order will be issued to Granicus, LLC, and the renewal quote, along with the accompanying terms and conditions, will be presented to the Clerk and Chairman for signatures.

BUDGET/IMPACT:

Neutral: expenditure of \$73,612.13. See the attached departmental cost breakdown

RECOMMENDED ACTION:

Motion to approve the contract renewal with Granicus, LLC and authorize the Chairman and Clerk to execute the associated documents; and authorize staff to issue a purchase order to Granicus, LLC under 19BE-192.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Shoemaker Jodi (Dept) Procurement Services - 2530
(Title) PCA Coordinator (Phone) 352-671-8446
Signature _____ Date Thursday, June 19, 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

This is a last-minute request for an approved LRM related to the third amendment of the Granicus contract. I need to submit the agenda item for the renewal through Legistar by the end of today in order to meet the deadline for the July 1st meeting. Attached are the vendor-signed quote and the vendor-signed ATCs. The renewal term is retroactively effective from June 4, 2025, through June 3, 2026. The delay was due to multiple pricing discrepancies that required resolution between IT and Granicus. Once approved, please return the signed documents to me at your earliest convenience. Thank you - Jodi

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No

Agenda Deadline Date for **Legal**: _____ Agenda Deadline Date for **Admin**: _____ Agenda Date: Thursday, June 19, 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. 2025-536

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☒ Thomas Schwartz, Asst. County Attorney ☐ Valdoston Shealey, Asst. County Attorney

Outcome:

Date Received:

Approve as to form.

RECEIVED

By Marion County Attorney- AT at 9:28 am, Jun 19, 2025

Attorney Signature: _____ Date 6/19/25

Staff Signature: Ashlynne Smith 6/19/25 Returned: ☒ Department ☐ Admin ☐ Completed



Amendment
Prepared for
Marion County FL

Third Amendment to the Granicus Service Agreement between Granicus, LLC and Marion County FL

This Third Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Marion County FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 04 Jun 2019 (the "Agreement"); and

WHEREAS, the Client and Granicus wish to extend the Agreement through 03 Jun 2026; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. The Agreement shall be extended through 03 Jun 2026.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Marion County FL

Signature:

Name:

Title:

Date:

Granicus

Signature:

Greg Eck

Name: 71FB6CB5D848403... Greg Eck

Title: Senior Manager, Contracts

Date: 6/12/2025



THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Marion County FL

Exhibit A

ORDER DETAILS

Prepared By: Daniel Oliveros
Phone:
Email: daniel.oliveros@granicus.com
Order #: Q-456637
Prepared On: 11 Jun 2025
Expires On: 17 Jun 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: 04 Jun 2025 - 03 Jun 2026



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Granicus Live Cast Encoding Software	Annual	1 Each	\$1,645.64
Legistar	Annual	1 Each	\$15,943.98
govAccess - Maint/Hosting/License Fee - Branded w/Domain	Annual	1 Each	\$1,090.16
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$10,786.73
govAccess - Maint/Hosting/License Fee - Independent Sub	Annual	1 Each	\$2,328.32
govAccess - Maint/Hosting/License Fee - Branded w/Domain	Annual	4 Each	\$4,360.64
govAccess - Maint/Hosting/License Fee - Branded w/Domain	Annual	1 Each	\$1,090.12
govAccess - Maint/Hosting/License Fee - Independent Sub	Annual	1 Each	\$2,173.50
GovMeetings Live Cast	Annual	1 Each	\$24,929.81
Granicus Live Cast Encoding Software	Annual	1 Each	\$1,645.64
Open Platform Suite	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
Granicus Live Cast Encoding Software	Annual	1 Each	\$1,645.65
Upgrade to 1080p Streaming	Annual	1 Each	\$5,971.94
SUBTOTAL:			\$73,612.13



Marion County FL

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Granicus Live Cast Encoding Software	<p>Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback.</p> <p><i>Only used with the Live Cast encoder hardware and Live Cast solution.</i></p>
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
govAccess - Maint/Hosting/License Fee - Branded w/Domain	<p>Maintenance, Hosting and Licensing includes the following for Independent Subsite(s) covered by the subscription:</p> <ul style="list-style-type: none"> • Monthly Software Updates • Unlimited Technical Support (6 am – 6 pm PT, Monday – Friday) • Training Webinars and On-Demand Video Library • Best Practice Webinars and Resources • DDoS Mitigation • Disaster Recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govAccess - Maintenance, Hosting, & Licensing Fee - Core	<p>The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.</p>



Marion County FL

Solution	Description
	<p>Services include the following:</p> <ul style="list-style-type: none"> • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govAccess - Maint/Hosting/License Fee - Independent Sub	<p>Maintenance, Hosting and Licensing includes the following for the client's Independent Subsite:</p> <ul style="list-style-type: none"> • Monthly software updates • Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govAccess - Maint/Hosting/License Fee - Branded w/Domain	<p>Maintenance, Hosting and Licensing includes the following for Independent Subsite(s) covered by the subscription:</p> <ul style="list-style-type: none"> • Monthly Software Updates • Unlimited Technical Support (6 am – 6 pm PT, Monday – Friday) • Training Webinars and On-Demand Video Library • Best Practice Webinars and Resources • DDoS Mitigation • Disaster Recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govAccess -	Maintenance, Hosting and Licensing includes the following for



Marion County FL

Solution	Description
Maint/Hosting/License Fee - Branded w/Domain	<p>Independent Subsite(s) covered by the subscription:</p> <ul style="list-style-type: none"> • Monthly Software Updates • Unlimited Technical Support (6 am – 6 pm PT, Monday – Friday) • Training Webinars and On-Demand Video Library • Best Practice Webinars and Resources • DDoS Mitigation • Disaster Recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govAccess - Maint/Hosting/License Fee - Independent Sub	<p>Maintenance, Hosting and Licensing includes the following for the client's Independent Subsite:</p> <ul style="list-style-type: none"> • Monthly software updates • Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
GovMeetings Live Cast	<p>govMeetings Live Cast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus Live Cast encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.</p>
Granicus Live Cast Encoding Software	<p>Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback.</p> <p><i>Only used with the Live Cast encoder hardware and Live Cast solution.</i></p>
Open Platform Suite	<p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.</p>
Open Platform Suite	<p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be</p>



Marion County FL

Solution	Description
	published and accessible through a searchable viewpage.
Granicus Live Cast Encoding Software	Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback. <i>Only used with the Live Cast encoder hardware and Live Cast solution.</i>
Upgrade to 1080p Streaming	Upgrade to 1080p Streaming (requires Live Cast and Live Cast Encoder)

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.

MARION COUNTY STANDARD ADDITIONAL TERMS AND CONDITIONS

This Additional Terms and Conditions (this "ATC") are made a part of 19BE-192Website Upgrades - Granicus (hereinafter "the Agreement") between Granicus, LLC ("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 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.
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.
 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.

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 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. **Mutual Indemnification.** Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees 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 the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require COUNTY to indemnify or insure FIRM for FIRM's negligence.
15. **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.
16. **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.
17. **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 such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

18. **Attorneys' Fees.** Notwithstanding anything to the contrary set forth in the Agreement, if a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.
19. **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.
20. **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.
21. **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.
22. **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.

23. **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.
24. **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.
25. **No Other Negations or Changes.** No other terms or conditions of the Agreement are negated or changed as a result of this ATC.
26. **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.

[This portion of page intentionally left blank. Signature page to follow.]

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

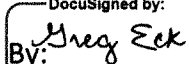
Date: _____

**FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

for:  6/19/25
MATTHEW G. MINTER DATE
MARION COUNTY ATTORNEY

FIRM

GRANICUS, LLC

DocuSigned by:

By: _____
71FB6CB5D848403... Greg Eck
Printed Name: _____
Title: Senior Manager, Contracts
Date: 6/12/2025

Granicus Quote Q-456637 - \$73,612.13

Quote for June 3, 2025		IT	Library	SELP	Airport	Parks	Animal	Utilities	Community Services	Total
Legistar - govMeetings Line Items - Subscriptions	Quantity									
Legistar	1	\$15,943.98								
Open Platform Suite	2	\$0.00								
GovMeetings Live Cast	1	\$24,929.81								
Granicus Live Cast Encoding Software	3	\$4,936.93								
Upgrade to 1080P Streaming	1	\$5,971.94								
Total annual Legistar		\$51,782.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,782.66
Website - govAccess Line Items- Subscriptions	Quantity									
govAccess - Maintenance, Hosting, & Licensing Fee - Core	1	\$10,786.73								
govAccess - Maint/Hosting/License Fee - Independent Sub	2		\$2,173.50						\$2,328.32	
govAccess - Maint/Hosting/License Fee - Branded w/Domain	6			\$1,090.16	\$1,090.16	\$1,090.16	\$1,090.16	\$1,090.12	\$1,090.16	
Total annual Website		\$10,786.73	\$2,173.50	\$1,090.16	\$1,090.16	\$1,090.16	\$1,090.16	\$1,090.12	\$3,418.48	\$21,829.47
Total annual Legistar & Website		\$62,569.39	\$2,173.50	\$1,090.16	\$1,090.16	\$1,090.16	\$1,090.16	\$1,090.12	\$3,418.48	\$73,612.13
										TOTAL \$73,612.13

Department Budget Codes & Breakddown		Dept Total	Point of Contact
IT **	AA174516-552106	\$62,569.39	Lidia Kennison/Wendy Powell
SELP	AA370572-552106	\$1,090.16	Keara Young/Kelsey Mears
Airport	BQ415542-552106	\$1,090.16	Keara Young/Kelsey Mears
Parks	AA360572-552106 Project Code: 360PARKADM	\$1,090.16	Keara Young/Kelsey Mears
Utilities	ZF440536-552106	\$1,090.12	John Corneilson/Joshua Kramer
Animal	AA315562-552106	\$1,090.16	Tina Boileau
Library	AA375571-552106 Project Code: 375WIDELIB	\$2,173.50	NeShay Frye/Julie Sieg
Community Services	ES350554-552106	\$3,418.48	Cheryl Butler/Mary Otto
TOTAL		\$73,612.13	
** Granicus Agenda Software Annual Maintenance (Legistar)		\$51,782.66	
** Granicus Website Annual Maintenance		\$21,829.47	

Rev 6/16/25

First Amendment to the Granicus Service Agreement between Granicus, LLC and Marion County FL

This First Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Marion County FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 6/4/2019 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-108020, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

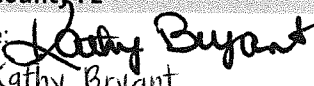
1. Granicus shall have and perform the duties, obligations, and responsibilities to Client as provided in Exhibit A to this First Amendment.
2. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
3. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the provisions of this First Amendment shall prevail.
5. The invoice will include a credit equivalent to the price of one year of solutions marked by first year free. Upon renewal, products will be invoiced at the rates in the future year pricing table.
6. Credit provided is the equivalent of the annual charge. For agreements less than one year, the full credit amount will be applied to the first term's invoice.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

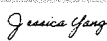
Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Marion County FL

Signature: 
Name: Kathy Bryant
Title: Chairman
Date: 10/22/2020

Granicus

Signature: 
Name: Jessica Yang
Title: Manager of Business and Contracts
Date: Sep 23, 2020

OCT 27 '20 AM 8:27

Exhibit A

Granicus Proposal for Marion County FL

Granicus Contact

Name: Tim Whelan

Phone: 240-418-3619

Email: timothy.whelan@granicus.com

Proposal Details

Quote Number: Q-108020

Prepared On: 9/23/2020

Valid Through: 10/16/2020

Pricing**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)**Currency:** USD**Period of Performance:** The initial term for this Amendment and Quote Q-108020 will run 10/1/2020 - 6/2/2021. The New Annual Subscriptions listed below will be renewed with on 6/3/2020 with Marion County's existing subscriptions.**One-Time Fees**

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
govAccess - Web Design and Implementation - Branded w/ Domain	Milestones - 40/20/20/20	1 Each	\$3,200.00
govAccess - Web Design and Implementation - Independent Sub	Milestones - 40/20/20/20	1 Each	\$9,700.00
Mega Menu Designer - Additional	Milestones - 40/20/20/20	2 Each	\$3,500.00
SUBTOTAL:			\$16,400.00

Annual Fees for New Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess - Maint/Hosting/License Fee - Branded w/Domain	Annual	1 Each	\$0.00 <i>first year free*</i>
govAccess - Maint/Hosting/License Fee - Independent Sub	Annual	1 Each	\$0.00 <i>first year free*</i>
SUBTOTAL:			\$0.00

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

*The invoice will include a credit equivalent to the price of one year of solutions marked by first year free. Upon renewal, products will be invoiced at the rates in the future year pricing table. The credit provided is the equivalent of the annual charge. For agreements less than one year, the full credit amount will be applied to the first term's invoice.

Renewal Pricing

Solution(s)	6/3/2021 - 6/2/2022
govAccess - Maint/Hosting/License Fee - Branded w/Domain	\$949.99
govAccess - Maint/Hosting/License Fee - Independent Sub	\$2,100.00
SUBTOTAL:	\$3,049.99

Product Descriptions

Name	Description
govAccess - Web Design and Implementation - Branded w/Domain	<p>Branded Subsites allow a department to customize their pages with a unique color scheme and branding while still utilizing the framework of the main website. This package includes:</p> <ul style="list-style-type: none"> • Wireframe based on the main website • Unique design theme, including color palette for landing page and interior pages • Customizable background image or slideshow • Customizable navigation, including graphics • Customizable header and footer • Individual URL and search capabilities
govAccess - Maint/Hosting/License Fee - Branded w/Domain	<p>Maintenance, Hosting and Licensing includes the following for Independent Subsite(s) covered by the subscription:</p> <ul style="list-style-type: none"> • Monthly Software Updates • Unlimited Technical Support (6 am – 6 pm PT, Monday – Friday) • Training Webinars and On-Demand Video Library • Best Practice Webinars and Resources • DDoS Mitigation • Disaster Recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

Product Descriptions

Name	Description
govAccess - Web Design and Implementation - Independent Sub	<p>Independent Subsite Package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of templates. The package includes:</p> <ul style="list-style-type: none"> • Unique design theme, including color palette for landing page and interior pages • Unique header and footer • Unique navigation design • Individual URL and search capabilities • Optional custom mobile homepage (included)
govAccess - Maint/ Hosting/License Fee - Independent Sub	<p>Maintenance, Hosting and Licensing includes the following for the client's Independent Subsite:</p> <ul style="list-style-type: none"> • Monthly software updates • Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
Mega Menu Designer - Additional	<p>Cost for each additional Mega Menu (i.e. for Intranet or Subsites)</p>



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

Amendment
Prepared for
Marion County FL, Public Safety Communication

Second Amendment to the Granicus Service Agreement between Granicus, LLC and Marion County FL

This Second Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Marion County FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 6/4/2019 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-219813, which is attached as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s). Granicus shall have and perform the duties, obligations, and responsibilities to Client as provided in Exhibit A to the Second Amendment.
2. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this Second Amendment and the documents comprising the Agreement, the provisions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Marion County FL

Signature:

Name: **CARL ZALAK III**

Title: **CHAIRMAN**

Date: **September 7, 2022**

Granicus

Signature: *Brendan Stierman*

Name: **Brendan Stierman**

Title: **Manager, Contracts**

Date: **Sept 1 2022**



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

EXHIBIT A

Order Form Prepared for
Marion County FL

Granicus Proposal for Marion County FL

ORDER DETAILS

Prepared By:	Jim Latimer
Phone:	(512) 202-0703
Email:	jim.latimer@granicus.com
Order #:	Q-219813
Prepared On:	07/28/2022
Expires On:	09/18/2022

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.) Payment for the initial 14-month term will be split into two, with an initial payment of \$24,500.00 due on 8/1/2022, and a second payment of \$11,550.00 due on 4/1/2023.
Period of Performance:	The Term of this Agreement will begin on 8/1/2022, will continue through 9/30/2023, and will continue for 48 months thereafter.

Order #: Q-219813
Prepared: 07/28/2022

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
FOIA Platform Setup and Configuration	Up Front	1 Each	\$0.00
Legal Holds Setup and Configuration	Up Front	1 Each	\$0.00
Subpoena Module Onboarding	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
Attachment Search w/OCR	8/1/2022 to 9/30/2023	Annual	1 Each	\$2,000.00	\$2,333.33
FOIA Module Non Enterprise	8/1/2022 to 9/30/2023	Annual	1 Each	\$19,900.00	\$23,216.67
Invoicing Module	8/1/2022 to 9/30/2023	Annual	1 Each	\$1,500.00	\$1,750.00
Legal Holds Module	8/1/2022 to 9/30/2023	Annual	1 Each	\$1,500.00	\$1,750.00
Payments Module	8/1/2022 to 9/30/2023	Annual	1 Each	\$1,500.00	\$1,750.00
PST Email Extractor	8/1/2022 to 9/30/2023	Annual	1 Each	\$1,500.00	\$1,750.00
Redaction License (per named user)	8/1/2022 to 9/30/2023	Annual	5 Each	\$0.00	\$0.00
Subpoena Duces Tecum Module	8/1/2022 to 9/30/2023	Annual	1 Each	\$1,500.00	\$1,750.00
ADFS/Single Sign-on Module	8/1/2022 to 9/30/2023	Annual	1 Each	\$1,500.00	\$1,750.00
SUBTOTAL:				\$30,900.00	\$36,050.00

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
Attachment Search w/OCR	\$2,100.01	\$2,205.01	\$2,315.26	\$2,431.02
FOIA Module Non Enterprise	\$20,895.00	\$21,939.75	\$23,036.74	\$24,188.58
Invoicing Module	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26
Legal Holds Module	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26
Payments Module	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26
PST Email Extractor	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26
Redaction License (per named user)	\$0.00	\$0.00	\$0.00	\$0.00
Subpoena Duces Tecum Module	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26
ADFS/Single Sign-on Module	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26
SUBTOTAL:	\$32,445.01	\$34,067.26	\$35,770.64	\$37,559.16

PRODUCT DESCRIPTIONS

Solution	Description
Attachment Search w/OCR	Attachment Search w/OCR
FOIA Module Non Enterprise	FOIA Module Non Enterprise
FOIA Platform Setup and Configuration	FOIA Platform Onboarding
Invoicing Module	Invoicing Module
Legal Holds Module	Legal Holds Module
Legal Holds Setup and Configuration	Legal Holds Module Onboarding
Payments Module	Payments Module
PST Email Extractor	PST Email Extractor
Redaction License (per named user)	Redaction License (per named user)
Subpoena Duces Tecum Module	Subpoena Duces Tecum Module
Subpoena Module Onboarding	Subpoena Module Onboarding
ADFS/Single Sign-on Module	ADFS/Single Sign-on Module

TERMS & CONDITIONS

- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Marion County FL to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-219813 dated 07-28-2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

ADDITIONAL TERMS AND CONDITIONS

This Additional Terms and Conditions (this "ATC") in reference to COUNTY Project 22C-230 and the following, of which both Parties confirm receipt:

- (1) Granicus Proposal for Marion County FL, Public Safety Communication, Order #: Q-219813, consisting of five (5) pages,

forming the agreement between the Parties (collectively the "Agreement") between **Granicus, LLC**, with a principal address on record with the Florida Division of Corporations of 408 Saint Peter St., Suite 600, St. Paul, MN 55102, FEIN 41-1941088 ("CONTRACTOR") and **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("COUNTY") (individually "Party," collectively "Parties.") Any and all references throughout the Agreement to "Marion County FL, Public Safety Communication" shall mean "COUNTY" as defined and addressed above. Any and all references to "Granicus" shall mean "CONTRACTOR" as defined and addressed above.

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.** CONTRACTOR 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.** CONTRACTOR 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 (2022).
4. **Tax Exempt.** Notwithstanding anything to the contrary set forth in the Agreement, CONTRACTOR acknowledges receipt of COUNTY's Consumer Certificate of Exemption from the payment of 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, CONTRACTOR acknowledges COUNTY's duties under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), to provide public

access to COUNTY's records and to hold them open for personal inspection and copying by any person. CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes (2022), CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the 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 completion of the 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.
7. **Unilateral Termination.** If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this Section, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes (2022) and may be subject to unilateral cancellation of the Agreement by COUNTY.
8. **Public Records Questions Contact.**

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO CONTRACTOR'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.** CONTRACTOR 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 CONTRACTOR 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 (2022), requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into the Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.
 - 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. CONTRACTOR has agreed to perform in accordance with the requirements of this Section and agrees as follows:
 1. It certifies and assures COUNTY that CONTRACTOR is currently in full compliance with Section 448.095, Florida Statutes (2022), 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 CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes (2022), 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.
 3. When CONTRACTOR enters into a contract with an employee, a contractor or a subcontractor, CONTRACTOR shall obtain from that contracting party ("Contracting

Party”) an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.

4. CONTRACTOR shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
5. CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes (2022), as set forth above.
6. If COUNTY has a good faith belief that CONTRACTOR’s Contracting Party has knowingly violated Section 448.095, Florida Statutes (2022), but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
7. If COUNTY terminates the Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
8. CONTRACTOR 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. 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.
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, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2022), or
 - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (2022), or
 - b. Engaged in a boycott of Israel.

- B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more and CONTRACTOR meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes (2022), or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes.
 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this

Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

12. **Discriminatory Vendor List, Convicted Vendor List, Antitrust Violator Vendor List.** CONTRACTOR certifies and assures COUNTY that CONTRACTOR 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 (2022), the Convicted Vendor List pursuant to Section 287.133, Florida Statutes (2022), and the Antitrust Violator Vendor List pursuant to Section 287.137, Florida Statutes (2022). CONTRACTOR 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 contractor, supplier or subcontractor 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 CONTRACTOR, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2022). 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. **Intentionally Omitted.**
15. **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.
16. **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.
17. **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 such provision it would become valid and enforceable, than such provision shall be deemed to be written, construed and enforced as so limited.

18. **Attorneys' Fees.** Notwithstanding anything to the contrary set forth in the Agreement, if a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.
19. **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.
20. **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.
21. **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.
22. **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.

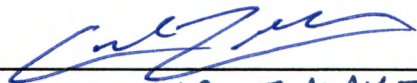
23. **No Other Negations or Changes.** No other terms or conditions of the Agreement are negated or changed as a result of this ATC.
24. **Entire Agreement.** The Agreement and this ATC collectively contain the entire agreement between the Parties related to the matters specified herein, and supersede 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.

[This portion of page intentionally left blank. Signature page to follow.]

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: **CARL ZALAK III**
Title: **CHAIRMAN**
Date: September 7, 2022

CONTRACTOR

GRANICUS, LLC, a Minnesota limited liability
company

By: Brendan Stierman
Printed Name: Brendan Stierman
Title: Manager, Contracts
Date: Sept 7 2022

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN
MARION COUNTY AND GRANICUS, LLC**

This Agreement is entered into between Marion County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and **Granicus, LLC**, a Minnesota limited liability company, whose FEIN is 41-1941088, having its headquarters and principle place of business is located at **408 St Peter Street, Suite 600, St Paul, MN 55102**, hereinafter referred to as "CONTRACTOR."

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:

1. Term.

1.1. This Agreement is effective for five (5) year(s) commencing upon execution by both Parties (the "Initial Term"), unless earlier terminated as provided herein.

1.2. COUNTY may elect, in its sole discretion, to renew this Agreement for additional terms, through written Amendment for the services, and at the same terms and conditions outlined herein, except that the Contractor may require Fee increases that shall not exceed 3.5% annually through the term of any renewal period.

1.3. COUNTY's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Marion County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. Duties of CONTRACTOR. CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to COUNTY as provided in Exhibits "1 - Granicus Proposal for Marion County FL: Q-54189 "2 – Legistar Project Plan [Example];" "3 – Security Overview;" and "4 – Granicus Encoding Appliance Technical Solutions Guide (Amax)," " (the "Work"). CONTRACTOR shall begin work on the project by July 1, 2019 to ensure the COUNTY's go-live deadline of February 1, 2020 is met.

3. Representations and Warranties. By executing this Agreement, CONTRACTOR makes the following express representations and warranties:

3.1. CONTRACTOR is a professional qualified to perform the Work described.

3.2. CONTRACTOR warrants all the Work performed by CONTRACTOR is adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.

3.3. CONTRACTOR acknowledges that COUNTY's review of the Work performed in no way diminishes CONTRACTOR's responsibility pertaining to the Work performed.

4. Method of Payment. For all Work actually, timely and faithfully performed, CONTRACTOR will be paid as follows:

4.1. Detailed costs and fee schedules are provided in "**Exhibit 1**" and "**Exhibit 2.**"

4.2. If COUNTY exceeds its purchased quantity of one hundred fifty (150) Recurring

Captioning

Services hours per year by up to twenty (20) hours per year, for up to a total of one hundred seventy (170) hours per year, CONTRACTOR will not charge COUNTY beyond the purchased amount of one hundred fifty (150) hours per year.

4.3. COUNTY may adjust number of Recurring Captioning Services hours purchased upon each annual renewal.

4.4. At the completion of the Installation and Implementation, CONTRACTOR will submit an invoice to COUNTY requesting payment for services properly rendered and expenses due and a separate invoice for the cost of the Year 1 Annual Fees. CONTRACTOR shall submit an annual invoice to COUNTY requesting payment for the Year 2 Annual Fees 365 days after Year 1 Annual Fees are due and an annual invoice to COUNTY requesting payment for the Year 3 Annual Fees 365 days after Year 2 Annual Fees are due.

4.5. CONTRACTOR's invoice(s) shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. Each invoice shall constitute CONTRACTOR's representation to COUNTY that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the invoiced amount has been reasonably incurred in accordance with this Agreement. Additionally, all services provided have served a public purpose, that all obligations of CONTRACTOR covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to CONTRACTOR that payment of any portion thereof should be withheld. CONTRACTOR shall submit invoices to COUNTY through those contacts listed in Section 5.

4.6. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Granicus, LLC
408 St Peter Street, Suite 600
St Paul, MN 55102

4.7. Except as otherwise authorized in Section 4.1, COUNTY shall not pay or reimburse CONTRACTOR for any expenses incurred by CONTRACTOR to perform the Work.

5. Notice.

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: Granicus, Inc., 408 St Peter Street, Suite 600
St Paul, MN 55102 ATTN: Dawn Kubat

COUNTY: Marion County Information Technology
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@marioncountyfl.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: dawn.kubat@granicus.com and ar@granicus.com. If handwriting its e-mail address CONTRACTOR assumes the risk the e-mail address is legible. COUNTY need only make its best guess at illegible handwritten e-mail address.

6. Default and Termination.

Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. The failure of CONTRACTOR to comply with any provision of this Agreement will place CONTRACTOR in default. Prior to terminating this Agreement, COUNTY will notify CONTRACTOR in writing. This notification will make specific reference to the provision which gave rise to the default. COUNTY will give CONTRACTOR thirty (30) days to cure the default. COUNTY Administrator is authorized to provide written notice of default on behalf of COUNTY, and if the default situation is not corrected within the allotted time COUNTY Administrator is authorized to provide final termination notice on behalf of COUNTY to CONTRACTOR.

6.1. COUNTY may also terminate this Agreement without cause by providing ninety (90) days' written notice to CONTRACTOR (hereinafter, "Termination for Convenience"). COUNTY Administrator is authorized to provide written notice of termination on behalf of COUNTY. Upon such notice, CONTRACTOR will discontinue all services affected (unless the notice directs otherwise) and deliver to COUNTY all public records, data, drawings, specifications, reports, estimate, summaries, and such other information and materials within the scope of Chapter 119, Florida Statutes, as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process. In the event of such termination for convenience, CONTRACTOR's recovery against COUNTY shall be limited to that portion of this Agreement amount earned through the date of termination, but CONTRACTOR shall not be entitled to any other or further recovery against COUNTY, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

6.2. If funds to finance this Agreement become unavailable, COUNTY may terminate this Agreement with no less than thirty (30) days' notice in writing to CONTRACTOR. COUNTY will be the final authority as to the availability of funds. COUNTY will pay CONTRACTOR for all Work completed prior to delivery of notice of termination. In the event of such Termination, CONTRACTOR's recovery against COUNTY shall be limited to that portion of the Annual Fee prorated through the date of termination, but CONTRACTOR shall not be entitled to any other or further recovery against COUNTY, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

7. Project Records.

7.1 General Provisions:

- i. Any document submitted to COUNTY may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined 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 or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- ii. In accordance with §119.0701, Florida Statutes, CONTRACTOR, *when acting on behalf of COUNTY*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, CONTRACTOR shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- iii. CONTRACTOR shall 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 this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.

7.2. Confidential Information:

- iv. During the term of this Agreement or license, CONTRACTOR may claim that some or all of CONTRACTOR's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by CONTRACTOR in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. CONTRACTOR shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and COUNTY shall use reasonable efforts to maintain the confidentiality of the information properly identified by CONTRACTOR as "Confidential Information" or "CI."
- v. COUNTY shall promptly notify CONTRACTOR in writing of any request received by COUNTY for disclosure of CONTRACTOR's Confidential Information and CONTRACTOR may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. CONTRACTOR shall protect, defend, indemnify, and hold COUNTY, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. CONTRACTOR shall investigate, handle, respond to, and defend, using counsel chosen by COUNTY, at CONTRACTOR's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. CONTRACTOR shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. CONTRACTOR releases COUNTY from claims or damages related to disclosure by COUNTY.

7.3. Project Completion: Upon completion of, or in the event this Agreement is terminated, CONTRACTOR, *when acting on behalf of COUNTY* as provided under §119.011(2), Florida Statutes, shall 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 service. If CONTRACTOR transfers all public records to COUNTY upon completion or termination of this Agreement, it must 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 or termination of this Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to COUNTY, upon request from the CONTRACTOR's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

7.4. Compliance: A CONTRACTOR who fails to provide the public records to COUNTY within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

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@marioncountyfl.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 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.**

8. 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. 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 B+. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers

compensation and professional liability policies. The COUNTY's Procurement Services Director should be shown as the Certificate Holder, with policies for the following:

- **Business Auto Liability** 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 operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.
- **General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by CONTRACTOR for the duration of the Project. If the policy is written on a claims-made basis, CONTRACTOR must maintain the policy a minimum of 5 years following completion of the Project. "Marion County, a political subdivision of the State of Florida" must be shown as additional insured.

9. **Permits.** CONTRACTOR will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

10. **Laws & Regulations.** CONTRACTOR will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. CONTRACTOR is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If CONTRACTOR is not familiar with state and local laws, ordinances, code rules and regulations, CONTRACTOR remains liable for any violation and all subsequent damages or fines.

11. **Permitted Use.** Subject to the terms and conditions of this Agreement, CONTRACTOR hereby grants during the Initial Term and any Renewal Term and COUNTY hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use CONTRACTOR Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use CONTRACTOR Products and Services up to the levels limited in the applicable Order or SOW.

12. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, CONTRACTOR and/or its licensors reserve all right, title and interest in CONTRACTOR Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to COUNTY. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of CONTRACTOR or its suppliers, and no right or license is granted to use them. Throughout the performance of this Agreement, all data provided by or created specifically and exclusively for COUNTY belongs to COUNTY ("County Data"). Upon expiration or termination of this Agreement, CONTRACTOR will return all County Data to COUNTY. COUNTY may obtain copies of County Data from CONTRACTOR at any time.

13. **Indemnification.**

13.1 To the maximum extent permitted by Florida law, CONTRACTOR shall indemnify and hold harmless COUNTY and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR or anyone employed or utilized by CONTRACTOR in the performance of this Agreement. CONTRACTOR agrees that indemnification of COUNTY shall extend to any and all Work performed by CONTRACTOR, its subcontractors, employees, agents, servants or assigns.

13.2 CONTRACTOR obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against

COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations

13.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of CONTRACTOR insurance coverage. This indemnification provision shall survive the termination of this Agreement between COUNTY and CONTRACTOR.

13.4 In any and all claims against COUNTY or any of its agents or employees by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

13.5 Nothing contained herein shall constitute a waiver by COUNTY of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

14. Limitation of Liability.

EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. EXCEPT AS SET FORTH IN SECTION 13, ABOVE, UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF COUNTY DATA IF SUCH ERROR, INTERRUPTION, LOSS, INACCURACY, OR CORRUPTION OCCURS OUTSIDE CONTRACTOR'S REASONABLE CONTROL; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; OR (D) FOR ANY MATTER BEYOND CONTRACTOR'S REASONABLE CONTROL, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

LIMITATION OF LIABILITY. EXCEPT FOR COUNTY'S BREACH OF THE PERMITTED USE OF CONTRACTOR'S PRODUCTS AND SERVICES, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY COUNTY FOR THE CONTRACTOR'S PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT COUNTY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

15. Assignment of Interest. CONTRACTOR and COUNTY recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by COUNTY. Therefore, CONTRACTOR hereby assigns to COUNTY any and all claims for such overcharges as to goods, material or services purchased in connection with this Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. Successors and Assigns. COUNTY and CONTRACTOR each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

17. Independent Contractor. In the performance of this Agreement, CONTRACTOR is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of COUNTY. CONTRACTOR is solely responsible for the means, method, technique, sequence, and procedure utilized by CONTRACTOR in the full performance of this Agreement. Policies and decisions of CONTRACTOR, which may be represented by CONTRACTOR in performance of this Agreement, shall not be construed to be the policies or decision of COUNTY.

18. Collusion. By signing this Agreement, CONTRACTOR declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

19. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. CONTRACTOR shall notify COUNTY of any conflict of interest due to any other clients, contracts, or property interests.

20. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

21. Severability. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

22. Non Waiver. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

23. Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from this Agreement shall be brought in Marion County, Florida.

24. Attachments. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. Amendments. The Parties may amend this Agreement only by mutual written agreement of the Parties.

26. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.


27. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

28. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

29. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations

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:

 June 4, 2019
 DAVID R. ELLSPERMANN, DATE
 CLERK OF COURT


APPROVED AS TO FORM AND LEGAL
 SUFFICIENCY

 6/18/19
 MATTHEW G. MINTER, DATE
 MARION COUNTY ATTORNEY

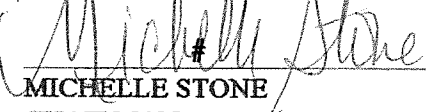
WITNESS:


 SIGNATURE
 Jessica Yang
 PRINTED NAME

WITNESS:

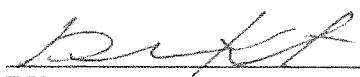

 SIGNATURE
 John Watkins
 PRINTED NAME

MARION COUNTY, A POLITICAL SUB-
 DIVISION OF THE STATE OF FLORIDA

 June 4, 2019
 MICHELLE STONE DATE
 CHAIRMAN

BCC APPROVED: June 4, 2019
 19BE-192 | Website Upgrades, Closed Captioning
 Services, and Agenda Software

GRANICUS


 BY: DATE
 Dawn Kubat 6/4/19
 PRINTED:
 VP of Legal
 ITS: (TITLE)



Granicus Proposal for Marion County FL

Granicus Contact

Name: Kevin Strauss

Phone: (631) 389-3691

Email: kevin.strauss@granicus.com

Proposal Details

Quote Number: Q-54189

Prepared On: 5/10/2019

Valid Through: 6/30/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Open Platform - Setup and Configuration	See Terms and Conditions	1 Hours	\$0.00
Legistar Needs Analysis and Configuration Services	See Terms and Conditions	1 Each	\$5,400.00
Legistar - Setup and Configuration	See Terms and Conditions	1 Each	\$8,100.00
Legistar - Onsite Training	See Terms and Conditions	3 Days	\$7,500.00
Legistar (Admin) - Online Training	See Terms and Conditions	4 Hours	\$900.00
Meetings Server (ME) - Setup and Configuration	See Terms and Conditions	4 Hours	\$900.00
Minutes Template (ME) - Setup and Configuration	See Terms and Conditions	1 Each	\$0.00
Open Platform - Setup and Configuration	See Terms and Conditions	1 Hours	\$0.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	See Terms and Conditions	1 Each	\$3,500.00
Granicus Encoding Appliance Hardware - Setup & Config	See Terms and Conditions	1 Each	\$875.00
SUBTOTAL:			\$142,060.00

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
US Shipping Charge C - Large Item	See Terms and Conditions	1 Each	\$125.00
View Template (GT) - Setup and Configuration	See Terms and Conditions	1 Hours	\$0.00
Player Template (GT) - Setup and Configuration	See Terms and Conditions	1 Hours	\$0.00
Standard Agenda Template - Setup and Configuration	See Terms and Conditions	1 Each	\$0.00
Live Manager (GT) - Setup and Configuration	See Terms and Conditions	1 Hours	\$0.00
Government Transparency - Setup and Configuration	See Terms and Conditions	1 Hours	\$0.00
Performance Accelerator Hardware (Purchase)	See Terms and Conditions	1 Each	\$3,600.00
Granicus Video - Performance Accelerator - Setup & Config	See Terms and Conditions	1 Each	\$875.00
US Shipping Charge C - Large Item	See Terms and Conditions	1 Each	\$125.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	See Terms and Conditions	1 Each	\$3,500.00
Granicus Encoding Appliance Hardware - Setup & Config	See Terms and Conditions	1 Each	\$875.00
US Shipping Charge C - Large Item	See Terms and Conditions	1 Each	\$125.00
govAccess - Website Design and Implementation - Trailblazer	See Terms and Conditions	1 Each	\$37,400.00
Basic Redesign Credit	See Terms and Conditions	1 Each	-\$8,000.00
govAccess - Web Design and Implementation - Independent Sub	See Terms and Conditions	1 Each	\$9,700.00
govAccess - Web Design and Implementation - Branded w/ Domain	See Terms and Conditions	5 Each	\$16,000.00
Onsite CMS User Training - Additional Day	See Terms and Conditions	2 Each	\$2,500.00
Accessibility (Web-only) Training and Consultation-Premium	See Terms and Conditions	1 Each	\$15,000.00
Content Strategy Package - Premium	See Terms and Conditions	1 Each	\$10,000.00
govAccess Add-on - Live Chat Integration	See Terms and Conditions	1	\$1,500.00
Active Directory Integration	See Terms and Conditions	1 Each	\$4,000.00
Advanced Design Package	See Terms and Conditions	1 Each	\$3,500.00
SUBTOTAL:			\$142,060.00

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Mega Menu Designer	See Terms and Conditions	1 Each	\$2,750.00
Mega Menu Designer - Additional	See Terms and Conditions	6 Each	\$10,500.00
Customizations (Non-recurring) - Button Design	See Terms and Conditions	1 Each	\$810.00
SUBTOTAL:			\$142,060.00

Annual Fees for New Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Annual/See Terms and Conditions	1 Each	\$13,424.40
Open Platform Suite	Annual/See Terms and Conditions	1 Each	\$0.00
Meeting Efficiency Suite	Annual/See Terms and Conditions	1 Each	\$9,644.40
Government Transparency Suite	Annual/See Terms and Conditions	1 Each	\$10,400.40
Open Platform Suite	Annual/See Terms and Conditions	1 Each	\$0.00
Granicus Encoding Appliance Software (GT)	Annual/See Terms and Conditions	1 Each	\$1,080.00
Performance Accelerator Suite	Annual/See Terms and Conditions	1 Each	\$3,240.00
Recurring Captioning Services	Annual/See Terms and Conditions	150 Hours	\$16,500.00
Upgrade to SDI 720p Streaming	Annual/See Terms and Conditions	1 Each	\$2,160.00
Granicus Encoding Appliance Software (GT)	Annual/See Terms and Conditions	1 Each	\$1,080.00
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual/See Terms and Conditions	1 Each	\$9,400.00
govAccess - Maint/Hosting/License Fee - Independent Sub	Annual/See Terms and Conditions	1 Each	\$2,100.00
govAccess - Maint/Hosting/License Fee - Branded w/Domain	Annual/See Terms and Conditions	5 Each	\$4,750.00
SUBTOTAL:			\$73,779.20

Remaining Period(s)				
Solution(s)	Year 2	Year 3	Year 4	Year 5
Legistar	\$13,894.25	\$14,380.55	\$14,883.87	\$15,404.81
SUBTOTAL:	\$76,287.97	\$78,884.55	\$81,572.00	\$84,509.88

Remaining Period(s)				
Solution(s)	Year 2	Year 3	Year 4	Year 5
Open Platform Suite	\$0.00	\$0.00	\$0.00	\$0.00
Meeting Efficiency Suite	\$9,981.95	\$10,331.32	\$10,692.92	\$11,067.17
Government Transparency Suite	\$10,764.41	\$11,141.17	\$11,531.11	\$11,934.70
Open Platform Suite	\$0.00	\$0.00	\$0.00	\$0.00
Granicus Encoding Appliance Software (GT)	\$1,117.80	\$1,156.92	\$1,197.42	\$1,239.32
Performance Accelerator Suite	\$3,353.40	\$3,470.77	\$3,592.25	\$3,717.97
Recurring Captioning Services	\$17,077.50	\$17,675.21	\$18,293.84	\$18,934.13
Upgrade to SDI 720p Streaming	\$2,235.60	\$2,313.85	\$2,394.83	\$2,478.65
Granicus Encoding Appliance Software (GT)	\$1,117.80	\$1,156.92	\$1,197.42	\$1,239.32
govAccess - Maintenance, Hosting, & Licensing Fee - Core	\$9,729.00	\$10,069.51	\$10,421.94	\$10,943.05
govAccess - Maint/ Hosting/License Fee - Independent Sub	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
govAccess - Maint/ Hosting/License Fee - Branded w/Domain	\$4,916.25	\$5,088.32	\$5,266.41	\$5,450.75
SUBTOTAL:	\$76,287.97	\$78,884.55	\$81,572.00	\$84,509.88*

Optional Solutions			
Solution	Billing Frequency	Quantity/Unit	Associated Fee
Boards and Commissions	Annual	1 Each	\$18,000.00
Open Platform Suite	Annual	1 Each	\$0.00
Open Platform - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
Boards and Commissions - Data Import	Upon Delivery	10 Hours	\$2,250.00
Boards and Commissions - Online Training	Upon Delivery	1 Hours	\$0.00
Boards and Commissions - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
VoteCast Standard Package (Tablet) (ME)	Annual	1 Each	\$7,200.00
VoteCast Display - Setup and Configuration	Upon Delivery	4 Hours	\$0.00
VoteCast Tablet (ME) - Setup and Configuration	Upon Delivery	4 Hours	\$0.00
VoteCast - Onsite Training	Upon Delivery	2 Days	\$5,000.00
VoteCast Display CPU (Dell) (ME)	Upon Delivery	1 Each	\$980.00
US Shipping Charge B - Medium Item	Upon Delivery	1 Each	\$60.00
iLegislate Voting - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
iLegislate Voting - Onsite Training	Upon Delivery	1 Days	\$0.00
Citizen Participation Suite	Annual	1 Each	\$10,800.00
Open Platform Suite	Annual	1 Each	\$0.00
Open Platform - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
eComment	Annual	1 Each	\$0.00
eComment - Online Training	Upon Delivery	1 Hours	\$0.00
eComment - Setup and Configuration	Up Front	1 Each	\$0.00
SpeakUp	Annual	1 Each	\$0.00
SpeakUp - Online Training	Upon Delivery	1 Hours	\$0.00
SpeakUp - Setup & Configuration	Up Front	1 Each	\$0.00
OPTIONAL SOLUTIONS TOTAL:			\$44,290.00

Remaining Period(s)				
Optional Solution(s)	Year 2	Year 3	Year 4	Year 5
Boards and Commissions	\$18,630.00	\$19,282.05	\$19,956.92	\$20,655.41
Open Platform Suite	\$0.00	\$0.00	\$0.00	\$0.00
VoteCast Standard Package (Tablet) (ME)	\$7,452.00	\$7,712.82	\$7,982.77	\$8,262.17
Citizen Participation Suite	\$11,178.00	\$11,569.23	\$11,974.15	\$12,393.25
Open Platform Suite	\$0.00	\$0.00	\$0.00	\$0.00
eComment	\$0.00	\$0.00	\$0.00	\$0.00
SpeakUp	\$0.00	\$0.00	\$0.00	\$0.00

Product Descriptions

Name	Description
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Legistar

Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:

- Unlimited user accounts
- Unlimited meeting bodies and meeting types
- Unlimited data storage and retention
- Configuration services for one meeting body\type
- One Legistar database
- One InSite web portal
- Design services for one agenda report template
- Design services for one minute's report template

Open Platform Suite

Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

Open Platform - Setup and Configuration

Setup and configuration for Open Platform

Legistar Needs Analysis and Configuration Services

Implementation includes:

- Access to an implementation consultant until project acceptance
- Access to existing Web-based recorded trainings around standard account functions and capabilities
- Up to five two-hour needs analysis calls with a business analyst

The implementation process takes three to six months, on average, depending on the availability of stakeholders.

Legistar - Setup and Configuration

Legistar Project Management and Deployment Services is the professional service time for deploying a Legistar system.

Legistar - Onsite Training

Legistar - Onsite Training is for onsite training for Legistar, which allows clients to have a Granicus trainer onsite to show them how to use the system.

Onsite Training includes travel, meals and lodging expenses.

Legistar (Admin) - Online Training

Legistar Admin - Online Training is for online training for Legistar Administration, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.

Product Descriptions

Name	Description
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to one Granicus platform site • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • One MS Word or HTML minutes template (additional templates can be purchased if needed)
Meetings Server (ME) - Setup and Configuration	Initial set up and implementation of video encoder
Minutes Template (ME) - Setup and Configuration	Initial set up and implementation of one minutes template
Minutes - Online Training	online training for Minutes, which allows clients to have online sessions with a Granicus trainer to show clerks how to take minutes during a meeting and how to edit and publish them after a meeting.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.

Product Descriptions	
Name	Description
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
US Shipping Charge C - Large Item	US shipping of a large item
View Template (GT) - Setup and Configuration	Initial set up and implementation of viewpage template
Player Template (GT) - Setup and Configuration	Initial set up and implementation of video player template
Standard Agenda Template - Setup and Configuration	Initial set up and implementation of one standard agenda template
Live Manager (GT) - Setup and Configuration	Initial set up and implementation of LiveManager, ensuring timestamp capabilities for meeting agendas
Granicus Video - Online Training	Granicus Video - Online Training
Government Transparency - Setup and Configuration	Setup and configuration for Government Transparency
Performance Accelerator Suite	Performance Accelerator Suite provides the ability to utilize the performance accelerator within a network. Requires Performance Accelerator or Virtual Performance Accelerator to distribute video/indexing/documents within a local network. This distribution is utilized to eliminate the bandwidth impact local viewers would have accessing data from the Granicus Data Center.
Performance Accelerator Hardware (Purchase)	Performance Accelerator (Standard) Server is hardware utilized to distribute video/indexing/documents within a local network. This distribution is utilized to eliminate the bandwidth impact local viewers would have accessing data from the Granicus Data Center.
Granicus Video - Performance Accelerator - Setup & Config	Remote configuration and deployment of the Performance Accelerator.
US Shipping Charge C - Large Item	US shipping of a large item

Product Descriptions

Name	Description
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
US Shipping Charge C - Large Item	US shipping of a large item

Product Descriptions	
Name	Description
govAccess – Website Design and Implementation - Trailblazer	<p>Website Design and Implementation - Trailblazer provides a citizen focused website and includes:</p> <ul style="list-style-type: none"> • Advanced UX Consultation, which may include one (1) or more of the following: <ul style="list-style-type: none"> • One (1) site analytics report • One (1) heatmap analysis • One (1) internal stakeholder survey • One (1) community stakeholder survey • One (1) remote user testing of top tasks • Three (3) customer journeys (top tasks or heavily visited webpages) identified for optimization -Fully customized homepage wireframe • Fully responsive design • Custom mobile homepage or standard mobile responsive homepage • Video background or standard rotating image carousel (switchable at any time) • Three (3) specialty alternate homepages - Choose from Granicus' library including emergencies, election night, special events • Four (4) customer experience features - Choose from Granicus' library including service finder, geo finder, or data visualization banner • Programming/CMS implementation • Ten (10) forms converted into the new CMS • Three (3) days of on-site consultation / training to be applied towards additional project management or training (two (2) of three (3) days must be consecutive)
govAccess - Maintenance, Hosting, & Licensing Fee - Core	<p>The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.</p> <p>Services include the following:</p> <ul style="list-style-type: none"> • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
Basic Redesign Credit	<p>Client understands and agrees that completion of website design services provided herein fulfills Granicus' obligation to deliver a basic graphic redesign of the website.</p>

Product Descriptions	
Name	Description
govAccess - Web Design and Implementation - Independent Sub	<p>Independent Subsite Package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of templates. The package includes:</p> <ul style="list-style-type: none"> • Unique design theme, including color palette for landing page and interior pages • Unique header and footer • Unique navigation design • Individual URL and search capabilities • Optional custom mobile homepage (included)
govAccess - Maint/ Hosting/License Fee - Independent Sub	<p>Maintenance, Hosting and Licensing includes the following for the client's Independent Subsite:</p> <ul style="list-style-type: none"> • Monthly software updates • Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govAccess - Web Design and Implementation - Branded w/Domain	<p>Branded Subsites allow a department to customize their pages with a unique color scheme and branding while still utilizing the framework of the main website. This package includes:</p> <ul style="list-style-type: none"> • Wireframe based on the main website • Unique design theme, including color palette for landing page and interior pages • Customizable background image or slideshow • Customizable navigation, including graphics • Customizable header and footer • Individual URL and search capabilities
govAccess - Maint/ Hosting/License Fee - Branded w/Domain	<p>Maintenance, Hosting and Licensing includes the following for Independent Subsite(s) covered by the subscription:</p> <ul style="list-style-type: none"> • Monthly Software Updates • Unlimited Technical Support (6 am – 6 pm PT, Monday – Friday) • Training Webinars and On-Demand Video Library • Best Practice Webinars and Resources • DDoS Mitigation • Disaster Recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

Product Descriptions	
Name	Description
Onsite CMS User Training - Additional Day	<p>Includes an additional day of on-site CMS User Training. Standard training program covers the key features and functions of govAccess, including:</p> <ul style="list-style-type: none"> • Creating and editing a page • Managing page approvals and permissions • Uploading and managing images • Uploading and managing documents • Creating and editing news items • Creating and editing calendar items • Reviewing advanced components <p>An individualized training plan will be developed based on the client's permission levels and the group's technical skills.</p>
Accessibility (Web-only) Training and Consultation-Premium	<p>Granicus will provide a frontend website design, excluding third-party tools, compliant with WCAG 2.0 upon completion and only to the extent validated by Granicus' accessible content formatting and testing process. This service includes advanced training and services to help the client get started creating and maintaining an accessible website:</p> <ul style="list-style-type: none"> • Design website in compliance with WCAG 2.0 standards • Test website to WCAG 2.0 standards using automated tool • Develop the client's accessibility statement • Training in accessibility-focused CMS functions • Reformat up to 250 of the client's pages in total per client to comply with both WCAG 2.0 standards and content strategy best practices • Onsite Web Accessibility Training in accessibility-focused CMS functions, including what the standards are, why they are important and how to create compliant content • Provide guidance on developing the client's accessibility policy • Manually test accessibility of new site's top five (5) tasks for a disability of the client's choosing (vision-impaired, hearing-impaired, difficulty using a mouse, cognitive disability) and provide report with remediation recommendations

Product Descriptions

Name	Description
Content Strategy Package - Premium	<p>The Premium Content Strategy Package will introduce staff members to content strategy and writing for the Web and includes:</p> <ul style="list-style-type: none"> • On-site consultation and process meeting to create a custom content strategy process • Web analytics report detailing content strategy opportunities (Available only if Granicus is granted access to the client's analytics) • On-site content strategy and plain language writing for the Web • Training customized for the client, including group exercises updating the client's content • Content development and migration best practices guide • Website content best practices guide • Website persona exercise materials • Communicating with your audience exercise materials • Task process evaluation exercise materials • Writing for the Web textbook • Revise up to 250 web pages in total per client, to comply with both content strategy best practices and WCAG 2.0 standards (As also listed under the Accessibility (Web-only) Training and Consultation-Premium description)
govAccess Add-on - Live Chat Integration	<p>A custom display of a 3rd party vendor chat box. Note: costs for 3rd party chat vendor still apply.</p>
Active Directory Integration	<p>Includes integrating Active Directory (AD) with the govAccess CMS. This will let AD accounts log-in to the govAccess CMS backend and/or govAccess CMS Extranet. Client commitments required: AD currently in use server to install the govAccess AD web service from client provided sub-domain and SSL certificate.</p>
Advanced Design Package	<p>Includes Advanced UX and one (1) of the following options:</p> <ul style="list-style-type: none"> • Parallax scrolling • Anchor Scrolling • Staggard Tile
Mega Menu Designer	<p>The Mega Menu Designer allows clients to customize and design flexible menus on the client's website. Customization includes:</p> <ul style="list-style-type: none"> • Defining the levels of navigation and number of columns in the menu • Adding extra columns and placing widgets in these columns (Widgets that can be added to Mega Menus include: News, Events, RFPs, FAQs, Facilities, Jobs, and the Staff, Business, and Service Directories) • Stacking multiple widgets in the same column
Mega Menu Designer - Additional	<p>Cost for each additional Mega Menu (i.e. for Intranet or Subsites)</p>

Product Descriptions

Name	Description
Customizations (Non-recurring) - Button Design	The following described service is a "Customization". A "Customization" is non-standard functional programming that is unique to a particular client and can potentially conflict with visionLive updates.

Product Descriptions

Name	Description
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to one Granicus platform site • Access to one Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details. • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting • Optional custom templates for document or report generation (additional upfront charge applies)
Open Platform Suite	<p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.</p>
Open Platform - Setup and Configuration	<p>Setup and configuration for Open Platform</p>
Boards and Commissions - Data Import	<p>Import legacy data into Boards and Commissions to have access to historical data from a previous system used prior to buying Boards and Commissions.</p>
Boards and Commissions - Online Training	<p>Boards and Commissions - Online Training is for online training for Boards and Commissions, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.</p>
Boards and Commissions - Setup and Configuration	<p>Setup and configuration for Boards and Commissions</p>

Product Descriptions

Name	Description
VoteCast Standard Package (Tablet) (ME)	<p>VoteCast is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Access to one Granicus platform site • Access to the VoteCast software application for elected officials • Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room
VoteCast Display - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • Design service for VoteCast Display template updates • Access to video-based trainings around standard account functions and capabilities <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.</i></p>
VoteCast Tablet (ME) - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • VoteCast installation on one of the following hardware setups: Dell CPU and ELO Touchscreens, Microsoft Surface tablets, or iLegislate-enabled devices • Access to video-based trainings around standard account functions and capabilities <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.</i></p>
VoteCast - Onsite Training	<p>Onsite training session with a Granicus professional services trainer.</p> <p>The client agrees to pay travel expenses for Granicus employees (including but not limited to airfare, lodging and meals) not to exceed an additional two thousand dollars (\$2,000.00) per trip and per solution.</p>
VoteCast Display CPU (Dell) (ME)	<p>Dell CPU hardware for VoteCast Display that outputs meeting information like current agenda item or vote results to displays in the meeting room such as TVs or projectors.</p>

Product Descriptions

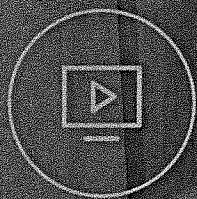
Name	Description
US Shipping Charge B - Medium Item	US shipping of a medium item
iLegislate Voting - Setup and Configuration	Setup and configuration of iLegislate Voting
iLegislate Voting - Onsite Training	Onsite Training for iLegislate Voting
Citizen Participation Suite	<p>The Granicus Citizen Participation suite provides the ability to involve the community throughout the legislative process and produce better outcomes. The Citizen Participation suite also reduces staff time by providing the ability to effortlessly collect, manage, and prioritize citizen input. The software provides a convenient way for citizens to voice their feedback and participate online. Granicus Citizen Participation includes:</p> <ul style="list-style-type: none"> • Unlimited user signup • SpeakUp tool • eComment tool • Ability for citizens to sign up and participate in online projects, discussions, forums, ideas, surveys, and meetings • Spam protection through CAPTCHA • Profanity filters • Role permissions for administrators • Idea module • Discussion module • Forum module • Projects module • Survey module • Meetings module • Reporting on a module by module basis • Ability to request, speak, or comment on agenda items
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
eComment	eComment only
eComment - Online Training	Virtual training session with a Granicus professional services trainer

Product Descriptions

Name	Description
SpeakUp	SpeakUp only
SpeakUp - Online Training	Virtual training session with a Granicus professional services trainer

Terms and Conditions

- Marion County FL's existing vLive subscription(s) will be decommissioned if being replaced by new solutions. Marion County FL will be credited for any prepaid fees for the decommissioned subscriptions, prorated from the decommission date.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Marion County FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-54189 dated 5/10/2019 are incorporated into this Purchase Order by reference.
- Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.
- Billing Frequency Notes: The One-Time Fees and Annual Fees for New Subscriptions total of \$215,839.20 for the first year of this Agreement will be billed according to the following payment schedule:
 - A payment of \$92,000 of the One Time Fees will be due 30 days from Agreement Signature Date;
 - A payment of \$50,060 of the One Time Fees due 11/15/2019;
 - Annual Fees for New Subscriptions will be invoiced upon project go live/Completion by product family:
 - New Subscriptions on this Agreement for the govAccess Solutions comprising of the "govAccess - Maintenance, Hosting, & Licensing Fee - Core", "govAccess - Maint/Hosting/License Fee - Independent Sub", and "govAccess - Maint/Hosting/License Fee - Branded w/Domain" line items will be invoiced together when the final product goes live. This invoice date will serve as the annual renewal date for these Subscriptions.
 - The remaining New Subscriptions on this Agreement will be invoiced together as govMeetings Solutions upon implementation completion. This invoice date will serve as the annual renewal date for these Subscriptions.
 - * The Fifth (5th) Year Subscription renewal will be prorated to align the end of the Agreement Period of Performance.



Granicus Video

A complete video solution for government

Granicus Video enables organizations to build a content-rich library of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

With easy-to-use media management tools, agencies can schedule and broadcast live webcasts while simultaneously recording and archiving the live content to unlimited storage. Agendas can be imported prior to each meeting, allowing for video to be indexed in real-time, which eliminates hours of follow up work after an event has ended. After the meeting, publish a full and integrated public record which links the agenda directly to the video.

Empowered citizens can browse published agendas and supporting documents or save time

by performing keyword searches to jump directly to specific topics, making it easier for viewers to find the information they're most interested in. Citizens can also subscribe to agendas or keyword searches to get real-time notifications when new, relevant content becomes available.

Opt in to HD video for an enhanced viewing experience or further enable accessibility and ensure ADA compliance by adding closed-captioning services. Agencies can monitor and analyze public interest through visitor and viewership reports, which break down visitor statistics, including most-popular content, number of views, length of time on site, and more to better understand the viewing audience.



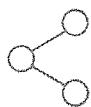
Live event streaming



Archive videos with unlimited storage



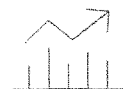
Searchable, indexed content



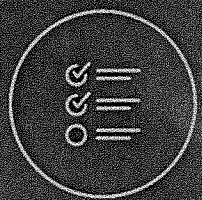
Publish a complete public record



Closed captioning add-on for ADA compliance



Reports to analyze public participation



Legistar

Customize the entire legislative and agenda management workflow

Reach new levels of automation with a complete legislative solution that manages decisions and automates the workflow of legislative items from introduction to final passage. Extensive configurability sets Legistar apart from the rest with unlimited workflow sequences that can be customized to cater to an unlimited number of users, records and managing bodies. Legistar automates legislation drafting and agenda creation with a built-in, customizable workflow that tracks each item throughout the approval process.

A single piece of legislation can flow through dozens of agendas and drafts

before more than a handful of boards until it's agreed upon, all too often getting lost and rewritten in the process. Easily create new documents for meeting agendas in Legistar or Microsoft Word, then digitally organize them to automatically associate the files to the correct workflow.

The program automates agenda creation and meeting execution with tools to streamline minutes, voting, full reporting and publishing to a citizen-facing web portal for boosted transparency. From drafting files, through assignment to various departments, to final approval, Legistar reduces workloads and creates a more efficient method for managing



Eliminate manual workflows



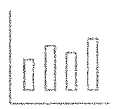
Automate a customizable legislative workflow



Automate agenda material compilation and approval



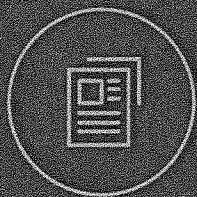
Integration to manage documents with Microsoft Word



Track progress and generate reports



Unlimited workflow sequences, users and records



Minutes

Modernize and simplify meeting minutes creation

Granicus Minutes reduces labor, and streamlines minutes creation by electronically capturing roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. When a meeting ends, the tool transfers captured content to a minutes document, allowing users to finalize minutes quickly and easily in Microsoft Word.

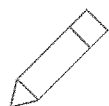
With content 75-80% complete at the time the meeting ends, Minutes saves

staff countless hours in their post-meeting workflow.

Minutes can also integrate with other Granicus products to further streamline the meeting process. Import agendas directly from agenda management systems, digitally capture vote results with VoteCast, and publish minutes alongside indexed meeting recordings using Granicus Video.



Digitally capture meeting content



Record motions, votes and notes



Save time in post-meeting workflow



Finalize minutes in Microsoft Word



Publish PDF or HTML minutes

Granicus govAccess

A GOVERNMENT WEBSITE TO BETTER SERVE YOUR CITIZENS

Most people come to a government website with one goal – to complete a task – yet most government websites fail to deliver. With Granicus govAccess, user-friendly design, powerful content, accessibility, and secure transactions have never been easier.

A TRANSFORMATIVE DIGITAL EXPERIENCE

Let us help you take your website to the next level, promoting self-service, transparency, and civic engagement. Your project will start with our advanced UX research to identify the services and information important to your website visitors. We'll also work to break down departmental silos and optimize the digital citizen journey across all devices.

SIMPLE, YET DYNAMIC GOVERNMENT CMS

govAccess is a content management system (CMS) that was purpose built for government, allowing your staff to easily create content that informs, engages and serves their communities. Our CMS makes it easy to manage mobile experiences, bring more services online, share content through popular social media channels, create custom interior pages, and more – all while ensuring consistency and control.

ENTERPRISE-CLASS HOSTING + SUPPORT

From our state-of-the-art hosting infrastructure with greater than 99.9% uptime, to a team of certified government experts and tech gurus, the govAccess team relentlessly focuses on client satisfaction. Continuous optimization, regular health checks that include research-based recommendations, and 24x7 support deliver guaranteed success.



Heatmaps help us understand where eyes and clicks are going on your site.



Basing our redesign on science, rather than emotion, helped to keep everyone on the same page as we worked through the process of transforming our web presence from a mere website to a customer service portal.

*John P. Smith
Deputy Director of Information Technology
City of San Francisco*



WEBSITE DESIGN + IMPLEMENTATION – TRAILBLAZER

- ✓ Advanced UX consultation including
 - Heatmap analysis, web analytics, internal stakeholder survey, community survey
 - Remote user testing of top tasks
 - Three (3) customer journeys (detailed analysis + recommendations to optimize top tasks)
 - Website usability report
- ✓ Fully custom homepage wireframe
- ✓ Fully responsive design
- ✓ Video Background or Standard Rotating Image carousel (switchable at any time)
- ✓ Three (3) specialty alternate homepages - choose from our library including emergencies, election night, special events
- ✓ Three (3) customer experience features - choose from our library including service finder, geo finder, data visualization banner
- ✓ Website Programming + CMS Implementation
- ✓ Migrate up to 200 webpages
- ✓ Ten (10) forms converted into the new CMS
- ✓ Three (3) days of onsite consultation / training to be applied toward onsite project management or training (two of three days must be consecutive)



KEY CMS FEATURES

- ✓ Ongoing software updates (quarterly)
- ✓ Role-based dashboard for easy content updates, approvals + ability to lock down user permissions
- ✓ Mobile management to analyze mobile traffic and customize display on mobile device
- ✓ Interior page builder with drag-and-drop page building, 100+ widgets, save and reuse layouts + more
- ✓ Social media management with ability to schedule + preview posts to multiple social media accounts
- ✓ Form and survey builder with ready-to-use templates for the most common use cases, conditional logic, payment processing, and legally binding digital signatures
- ✓ Flexible search with the ability to define search synonyms, promote page + more
- ✓ Universal API + a vast number of commonly used apps integrated out-of-the-box



SUPPORT + MAINTENANCE

- ✓ 24/7 support
- ✓ Online help, including an extensive library of on-demand training videos
- ✓ Hosting infrastructure with 99.9% uptime
- ✓ Disaster recovery w/ 90 min failover (RTO), data replication every 15 mins (RPO), failover testing every 2 wks.
- ✓ Enterprise grade DDoS mitigation
- ✓ Industry leading data security (advanced threat detection and penetration)

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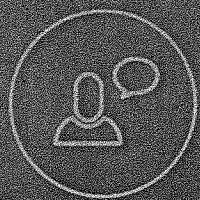
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SpeakUp

Facilitate an online community dialogue

SpeakUp crowdsources information via an online forum to help agencies gather input, prioritize projects and make the best decisions for their community.

Providing the ability to engage citizens beyond in-person meetings, on their own schedule, SpeakUp offers a convenient and more accessible online space to connect with local government. Organizations can invite larger audience participation by tapping into existing social media followers and inviting participation from their organization's website.

Survey constituents for early-stage feedback on community ideas, receive public input to truly understand areas of

concern, and open items for discussion amongst the larger group, all the while maintaining control of the conversation with built in safeguards such as login requirements, profanity filters and the option to flag inappropriate content.

Additional perspective is available by running backend demographic and feedback analytics to build a representation of who is participating, where they're from and how they've interacted. Feedback can be passed directly into the hands of decision-makers, most simply through integration with iLegislate, another powerful Granicus tool.



Foster online community feedback



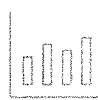
Discussions, forums and survey options



Built in safeguards to maintain decorum



Automated topic updates for contributors



Demographic and feedback analytics



Boards and Commissions

Manage seat appointments, vacancies and citizen applications

Boards and Commissions allows clerks and staff to easily manage the entire committee appointment process. The system displays and promotes current and upcoming vacancies on the organization's existing website in real-time. Applicants can apply online, and clerks receive the

information on the admin dashboard in an organized format. Staff can use insightful graphs, searches and filters to review and organize applications, and submit qualified candidate information for selection.



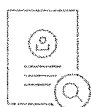
Paperless board management



Customize application forms



Post roster and vacancies online



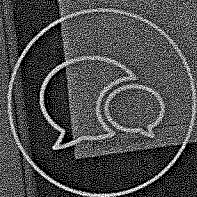
Search and generate reports on applications



Share information within org



Integrate with Granicus agenda management tools



eComment

Boost citizen participation with online feedback on public agendas

eComment is tightly integrated with published agendas to allow citizens to comment on upcoming agenda items, which adds community member voices to the democratic process and makes citizen participation in public meetings convenient. Citizens can review agenda item details, indicate their position on an item, request to speak in a live meeting and leave written or video feedback.

While facilitating an open discussion, agencies can keep feedback from becoming too unwieldy by controlling

which agenda items receive comments and establishing timelines and word count limits for comments.

All comments can be consolidated into an in-depth, graphical report and delivered to elected members prior to a meeting, helping them better understand and consider the views of their constituents. eComment also integrates seamlessly with the Granicus iLegislate app so council members can digitally review feedback and comments on their mobile device.



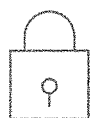
Boosts citizen participation



Digital feedback on agenda items



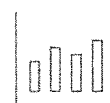
Support/reject buttons uncomplicate citizens' positions



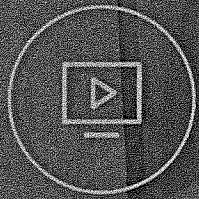
Built-in safeguards to maintain brevity and decorum



Automatically enters into public record



In-depth, graphical reporting



Granicus Video

A complete video solution for government

Granicus Video enables organizations to build a content-rich library of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

With easy-to-use media management tools, agencies can schedule and broadcast live webcasts while simultaneously recording and archiving the live content to unlimited storage. Agendas can be imported prior to each meeting, allowing for video to be indexed in real-time, which eliminates hours of follow up work after an event has ended. After the meeting, publish a full and integrated public record which links the agenda directly to the video.

Empowered citizens can browse published agendas and supporting documents or save time

by performing keyword searches to jump directly to specific topics, making it easier for viewers to find the information they're most interested in. Citizens can also subscribe to agendas or keyword searches to get real-time notifications when new, relevant content becomes available.

Opt in to HD video for an enhanced viewing experience or further enable accessibility and ensure ADA compliance by adding closed-captioning services. Agencies can monitor and analyze public interest through visitor and viewership reports, which break down visitor statistics, including most-popular content, number of views, length of time on site, and more to better understand the viewing audience.



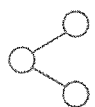
Live event streaming



Archive videos with unlimited storage



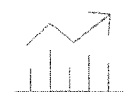
Searchable, indexed content



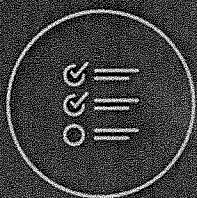
Publish a complete public record



Closed captioning add-on for ADA compliance



Reports to analyze public participation



Legistar

Customize the entire legislative and agenda management workflow

Reach new levels of automation with a complete legislative solution that manages decisions and automates the workflow of legislative items from introduction to final passage. Extensive configurability sets Legistar apart from the rest with unlimited workflow sequences that can be customized to cater to an unlimited number of users, records and managing bodies. Legistar automates legislation drafting and agenda creation with a built-in, customizable workflow that tracks each item throughout the approval process.

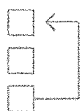
A single piece of legislation can flow through dozens of agendas and drafts

before more than a handful of boards until it's agreed upon, all too often getting lost and rewritten in the process. Easily create new documents for meeting agendas in Legistar or Microsoft Word, then digitally organize them to automatically associate the files to the correct workflow.

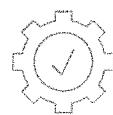
The program automates agenda creation and meeting execution with tools to streamline minutes, voting, full reporting and publishing to a citizen-facing web portal for boosted transparency. From drafting files, through assignment to various departments, to final approval, Legistar reduces workloads and creates a more efficient method for managing



Eliminate manual workflows



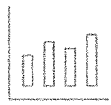
Automate a customizable legislative workflow



Automate agenda material compilation and approval



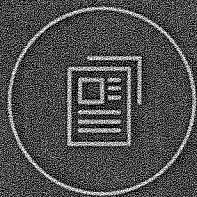
Integration to manage documents with Microsoft Word



Track progress and generate reports



Unlimited workflow sequences, users and records



Minutes

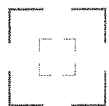
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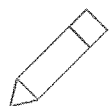
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Digitally capture meeting content



Record motions, votes and notes



Save time in post-meeting workflow



Finalize minutes in Microsoft Word



Publish PDF or HTML minutes

EXHIBIT 2
LEGISTAR PROJECT PLAN [Example]

Task	Product	Product	Start	Finish	Duration	Owner (Primary)
0.00	Pework					
0.10	Client Readiness Call	OP/GT	06/03/19	06/03/19	1h	Client and Granicus
0.20	Provide Legistar People List	LM	06/03/19	06/10/19	1w	Client
0.30	Create Open Platform Site (Media Manager)	OP/GT	06/10/19	06/10/19	1d	Granicus PM
0.40	Create Legistar Database	LM	06/10/19	06/24/19	2w	Granicus PM
1	PROJECT KICK OFF					
1.10	Introductions and explanation of deployment methodology	OP/GT/LM	07/01/19	07/01/19	1h	Granicus PM & Client
1.10	Scheduling Installation/Configuration	OP/GT	07/01/19	07/01/19	1h	Granicus Trainer & Client
1.10	Schedule Needs Analysis Calls	LM	07/01/19	07/01/19	1h	Granicus PM & Business Analyst
1.20	Schedule Training	OP/GT/LM	07/01/19	07/01/19	1h	Granicus Trainer
1.30	Granicus Sends Follow up Email with Documentation	OP/GT/LM	07/02/19	07/02/19	1d	Granicus PM
1.40	Send Invites for Training Sessions	OP/GT/LM	07/02/19	07/02/19	1d	Granicus Trainer
1.50	Schedule Training Plan Call	OP/GT/LM	07/02/19	07/02/19	1d	Granicus Trainer
1.60	Send Invites for Needs Analysis Calls	LM	07/02/19	07/02/19	1d	Granicus Business Analyst
2	CONFIGURATION & DEPLOYMENT					
2.01	Share Open Platform Site Information (Media Manager)	OP/GT	07/02/19	07/02/19	1d	Granicus PM
2.02	Order Hardware	OP/GT	07/02/19	07/02/19	1d	Granicus PM
2.03	Send Legistar Install Link to Client	LM	07/02/19	07/02/19	1d	Granicus PM
2.04	Player page and view page creation/modification	OP/GT	07/02/19	07/30/19	4w	Granicus Technical Services
2.05	Client Receives and Installs Hardware	OP/GT	07/23/19	07/30/19	1w	Client
2.06	Hardware/Software Configuration and Testing	OP/GT	07/30/19	08/06/19	1w	Granicus PM
2.07	Configure Project Team Legistar Login Accounts	LM	07/02/19	07/09/19	1w	Granicus PM
2.08	Client IT Installs Legistar on Project Teams User PCs/laptops	LM	07/02/19	07/09/19	1w	Client
2.09	Needs Analysis Call 1	LM	07/16/19	07/16/19	2h	Granicus Business Analyst & Client Team
2.13	Needs Analysis Call 2	LM	07/23/19	07/23/19	2h	Granicus Business Analyst & Client Team
2.14	Needs Analysis Call 3	LM	07/30/19	07/30/19	2h	Granicus Business Analyst & Client Team
2.15	Needs Analysis Call 4	LM	08/06/19	08/06/19	2h	Granicus Business Analyst & Client Team
2.16	Needs Analysis Call 5	LM	08/13/19	08/13/19	2h	Granicus Business Analyst & Client Team
2.17	Determine Scope of Work - Agenda, Minutes & Staff Report	LM	08/20/19	08/27/19	1w	Granicus PM, Business Analyst & Client Team
2.18	Report Template Customization - Agenda, Minutes & Staff Report	LM	08/27/19	09/24/19	1m	Granicus PM, Business Analyst & Granicus Design Team
2.19	InSite (Public-Facing Page)	LM	09/24/19	09/24/19	1d	Granicus Technical Services
2.20	InSite Page Review / Revisions	LM	09/24/19	10/08/19	2w	Client Team
2.21	InSite Page Finalized	LM	10/08/19	10/08/19	1d	Granicus PM & Client Team
2.22	Workflow Review	OP/GT/LM	10/15/19	10/15/19	2h	Granicus PM, Business Analyst, Trainer & Client Team
	Billing Cycle Begins		10/15/19	10/15/19	0d	
3	TRAINING					
3.10	Legistar Training Plan Call	OP/GT/LM	10/22/19	10/22/19	1h	Trainer & Client Team
3.20	Legistar Admin (Online) Training 1	LM	10/24/19	10/24/19	2h	Trainer & Client Team
3.30	Legistar Admin (Online) Training 2	LM	10/26/19	10/26/19	2h	Trainer & Client Team
3.40	Legistar Onsite Training 1	OP/GT/LM	11/02/19	11/02/19	1d	Trainer & Client Team
3.50	Legistar Onsite Training 2	OP/GT/LM	11/03/19	11/03/19	1d	Trainer & Client Team

EXHIBIT 2
LEGISTAR PROJECT PLAN [Example]

Task	Product	Product	Start	Finish	Duration	Owner (Primary)
3.60	Legistar Onsite Training 3	OP/GT/LM	11/04/19	11/04/19	1d	Trainer & Client Team
4 PROJECT LAUNCH (GO-LIVE)						
4.10	Install Legistar on all Remaining Legistar User PCs	LM	11/04/19	11/25/19	3w	Client Team
4.20	Review and Complete any Final Reports Changes	LM	11/04/19	11/25/19	3w	Granicus PM & Client Team
4.30	Reports - Client Acceptance and Approval	LM	11/25/19	11/25/19	1d	Granicus PM & Client Team
4.40	Client Team Inputs Upcoming Meeting Data into Legistar	LM	11/25/19	12/16/19	3w	Client Team
4.50	Client Team Staff Practices Using the System as Needed	OP/GT/LM	12/16/19	12/30/19	2w	Client Team
4.60	Client Team Uses Legistar for First Meeting(s)	OP/GT/LM	TBD	TBD	1d	Client Team
5 PROJECT TRANSITION						
5.10	Introduction to Granicus Customer Success Team	OP/GT/LM	TBD	TBD	1d	Granicus PM & Client Team
5.20	Handoff to Granicus Customer Support Team	OP/GT/LM	TBD	TBD	1d	Granicus PM & Client Team
5.30	Granicus Project Closeout	OP/GT/LM	TBD	TBD	1d	Granicus PM & Client Team

SECURITY OVERVIEW

Data Center Security

Having a robust and secure data center implementation is a necessity, not an option. Granicus Data Centers are designed for reliability and redundancy. Our data centers are guided by a "defense-in-depth" security strategy to ensure reliable access of government data. With a 99.9% uptime, we are confident that customer data are always available.

Data Center Requirements

- Data Availability: 99.98% Uptime
- Redundant Backups
- FIPS 140-2 Validated
- Security policies and procedures that are constantly maintained, tested, and updated

Architecture & Data Center Redundancy

The Granicus Primary Data Center is architected with redundant systems to ensure that there is no single point of failure and disruptions have no impact on the availability of Granicus applications.

Robust Security Layers

Granicus implements a series of protective layers so that no single solution is relied upon to provide security, including:

- Hosting facilities that meet or exceed Tier III standards that are engineered to ensure application and data availability and security
- Edge-to-edge security, visibility, and carrier-class threat management and remediation. We utilize industry-leading tools to compare real-time network traffic and flag any anomalies such as: Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, worms or botnets.
- Network issues: traffic and routing instability, equipment failures, or misconfigurations
- Hardened, stateful inspection firewall technology
- An Intrusion Detection System (IDS) utilizing signature-, protocol-, and anomaly-based inspection methods
- 24/7/365 firewall, VPN, and IDS support and maintenance

A Security Incident Response team/SSAE-16 accreditation ensures all customer data is secure from any tampering.



Granicus Encoding Appliance Technical Solutions Guide (Amax)

Granicus Encoding Appliance

The Granicus Encoding Appliance is designed and built to provide government organizations with a complete streaming solution. Each pre-configured Appliance is delivered ready to stream. Full Appliance control is available through a web browser or locally installed client application.

Please note: Hardware specifications are subject to change and may vary according to your setup.

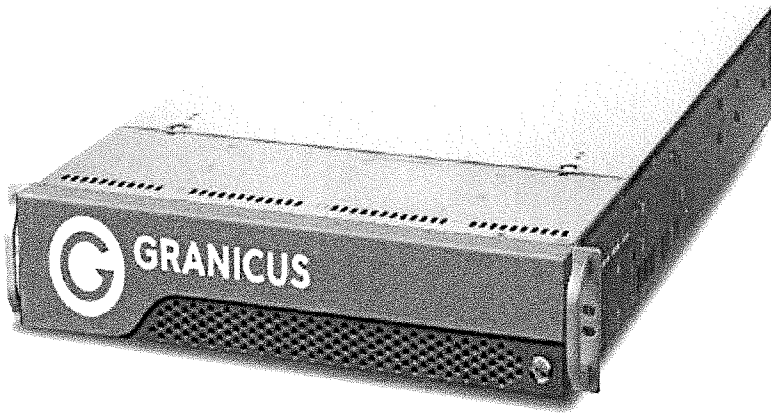
Physical Specifications

The Granicus Encoding Appliance will mount in virtually all 2- or 4-post racks. The Appliance front mounts much like a switch or router. It requires 2U (3.5") of rack space, is 17.7" deep, and weighs 35 lbs. Rail kit is standard. Tower kit is not currently available. Sound output is less than 65 db.

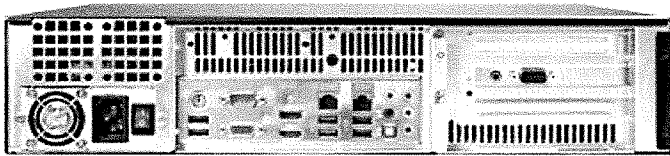
Ideally installation will be in a secure, climate-controlled environment.

<div>Dimensions</div>	<ul style="list-style-type: none"> • 17.7"D x 17.2"W x 3.5"H • 2U High
<div>Mounting</div>	<ul style="list-style-type: none"> • Front Mount • Rail Kit (standard)
<div>Weight</div>	<ul style="list-style-type: none"> • 35 lbs
<div>Sound Output</div>	<ul style="list-style-type: none"> • Less than 65 db

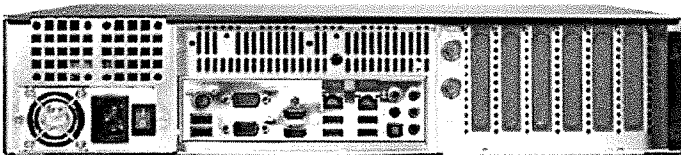
Front View:



Rear View (analog):



Rear View (digital):



Power Requirements

Power requires a single 120volt or 240volt NEMA 5-15 plug. The power under load is 120 Watts and 0.965 Amps.

- | | |
|--------------|--|
| Power | • 120volt NEMA 5-15 plug |
| Requirements | • Power under load is 120 Watts and 0.965 Amps |

	Idle	Load	Startup
Watts	40	120	96

Granicus Encoding Appliance Technical Solutions Guide (Amax)

Amps	0.266	0.965	0.755
kVA	0.04	0.120	0.096
BTU/hr	136	408	326

Ideally, installation will be to an uninterruptable power supply (UPS) supplied by you. A UPS such as the APC Smart-UPS SC 450VA will provide approximately 40 minutes of run time. Appliance functionality requires the device be powered on at all times.

Storage

The Granicus Encoding Appliance can be configured to store up to 1 TB of your most recent archived content. Standard encoding bitrates use approximately 1 GB of disk space for every 2 hours of content. Granicus Cloud Storage is unlimited.

- 2 TB
- Approximately 4000 hours at standard bitrates

Network Bandwidth and Intelligent Routing

With the Granicus H.264 solution we use push streaming. Streaming at standard bitrates requires 650 Kbps upstream.

In addition to a single stream to Granicus for unlimited public viewing, the Appliance is capable of providing local live and on-demand Unicast streaming for up to 50 internal viewers. All initial viewing requests are made on a Granicus-hosted webpage, which examines the public IP address of the request. Viewers who are determined to be public, or outside the local network, are served the stream directly by Granicus, and internal viewers are transparently redirected to the Appliance on the local network.

Granicus is also able to provide 24/7 streaming if local bandwidth requirements are met and QOS settings are in place. Talk to your Sales Engineer for more details.

For organizations that use Granicus VoteCast or need to support more than 50 concurrent streams, Granicus offers the *Performance Accelerator*, which moves the local distribution components onto a dedicated internal streaming device.

Granicus Encoding Appliance Technical Solutions Guide (Amax)

Intelligent Routing	<ul style="list-style-type: none"> Granicus uses client public-facing IP addresses to determine if viewer is public or internal Internal viewers are redirected to the Granicus Encoding Appliance for live and on-demand streaming Only available on the Encoding Appliance when not using VoteCast to capture real-time voting data. Limited to 50 concurrent live and on-demand streams
Internal Viewership	<ul style="list-style-type: none"> Internal viewers will view streams from either the Granicus Encoding Appliance, the Performance Accelerator, or directly from the Granicus DataCenter.
Voting System	<ul style="list-style-type: none"> The Granicus Encoding Appliance can be used for real-time voting capture when combined with a purchase of <i>VoteCast</i>.

Standard Resolutions and Bitrates

Resolution	Bitrate	
Low 320x240	350kBps	
Low Widescreen 480x288	420kBps	
Medium 480x360	600kBps	
Medium Widescreen 640x360	720kBps	
High 640x480	1000kBps	
480p 720x480	1000kBps	SDI only
720p 1280x720*	1500kBps	SDI only

*HD upgrade required for this resolution

Operating System Requirements

The Granicus Encoding Appliance runs Microsoft Windows 7 operating system. It is designed to run as a stand-alone machine, not joined to your domain. We have found that joining the Encoder to a domain can produce unintended results (Group Policy restrictions, security restrictions, Windows Firewall blocking traffic, restricted logon hours, etc.).

Network Location, Firewall, and Security

The Granicus Video Player and other parts of the solution require the viewer or user to connect to other domains and URLs. These connections are required for the service to operate as expected. Client computers will require unrestricted outbound access. If outbound connections over 80 and 443 are restricted, you will be responsible for making exceptions. These domains and URLs are subject to change

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at any time, including during planned upgrades, and if access is restricted and Granicus makes a change, your service could be affected.

The Appliance is generally installed on an internal network. If that will not work, it can also be installed on a DMZ, separate network, or VLAN. To support local distribution, internal viewers need to have access to the Appliance. If placing on a separate network, access can be restricted so that internal viewers have one way access to the Appliance.

The Granicus Encoding Appliance needs to be allowed to bypass all content filtering and proxy servers. The firewall needs to allow unrestricted outbound TCP connections from the Granicus Encoding Appliance to any destination ports within the Granicus IP ranges (207.7.154.0/24 & 209.237.241.0/24). If the network includes an authenticating proxy server, the Appliance must be allowed to bypass authentication.

Network Location	• Internal Network
	• DMZ
	• Separate Network or VLAN
IP Filtering	• 207.7.154.0/24
	• 209.237.241.0/24

The following table and diagram describe the network ports, connection direction, and communication protocols used by the Granicus Encoding Appliance. If the direction of the connection is outbound, the port indicates the port number of the application's remote host connection. If the direction of the connection is inbound, port indicates the port number of the application's local host listening for incoming connections.

Port/Direction/Protocol	Description	Default
80/Outbound/TCP	To Granicus, for file transfers and MediaManager access	Mandatory
80/Inbound/TCP	From the web browser on the local network; used to start and stop the Encoder through MediaManager	Mandatory
443/Outbound/TCP	To Granicus, for uploading files through MediaManager	Mandatory

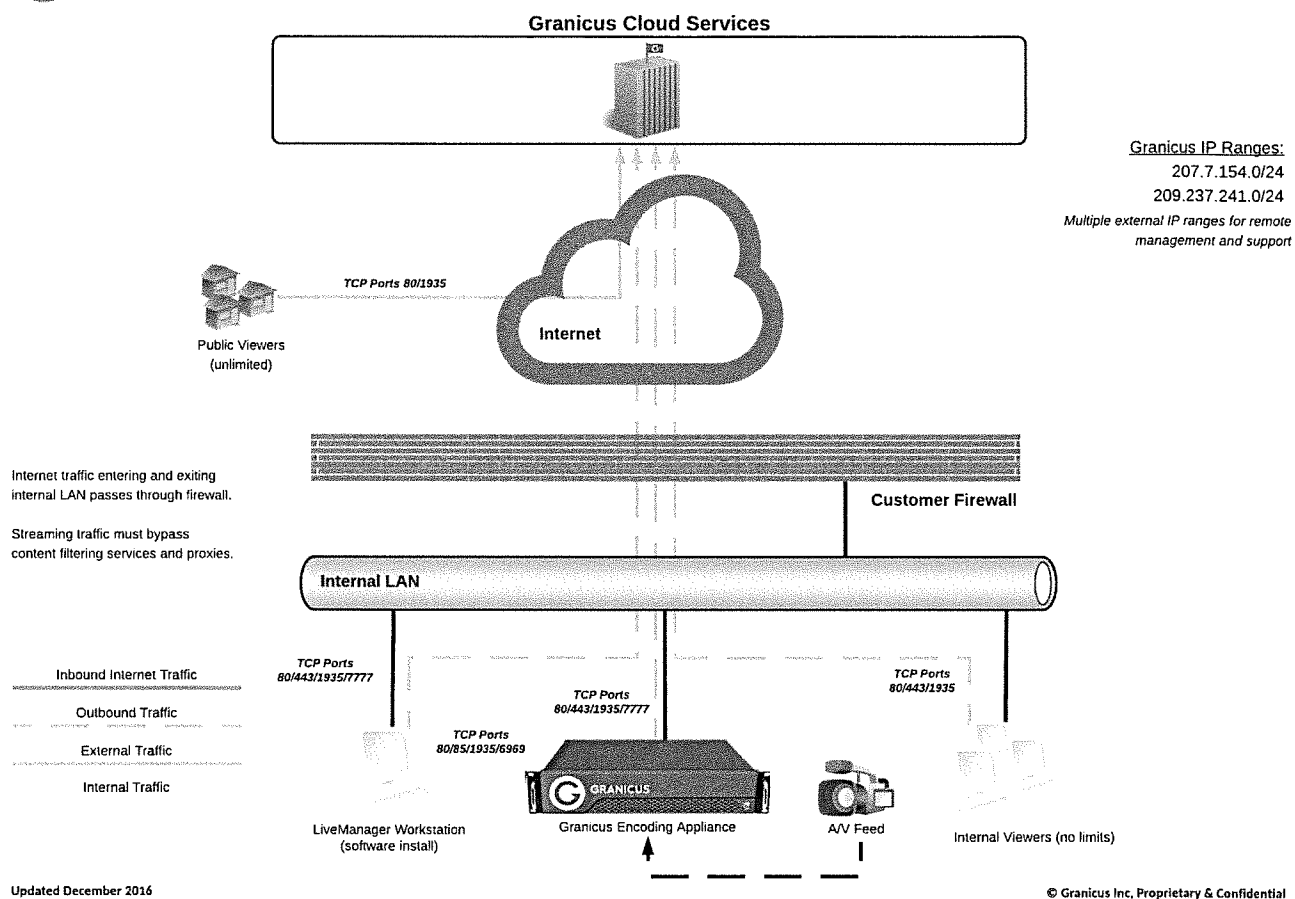
Granicus Encoding Appliance Technical Solutions Guide (Amax)

80/443/Outbound/TCP	For remote support: remotesupport.granicusops.com	Mandatory*
1935/Outbound/TCP	To Granicus (Reserved Functionality) To Performance Accelerator (optional component)	Mandatory
6969/Inbound/TCP	From all client machines: LiveManager, VoteCast, VoteCast Display	Mandatory
7777/Outbound/TCP	To Granicus, for application installation and updating	Mandatory
7777/Inbound/TCP	From LiveManager workstations to allow configuration of LiveManager and encoder preferences	Mandatory
80/443/1935 Inbound/TCP & 1935 Inbound UDP	From users within your internal network, to view live and archive video streams and to download video	Mandatory, Internal network only.

Network Diagram



Granicus Encoding Appliance with LiveManager Network Diagram



Streaming Formats

Live streaming is in H.264 format using Flash and HTML5. Platforms supported include PC, Mac, iOS (iPhone, iPad), and Android devices with the Adobe Flash plugin. On-demand streaming is supported for most Android devices regardless of whether the Flash plugin is installed.

Encoding Formats

- H.264 Adobe® Flash®
- H.264 HTML5

Bandwidth

- 650 Kbps Live and On-Demand Streams

Audio/Video Source Requirements

Granicus recommends that there be at least one method of redundancy in your AV setup. We have seen best practices of a third party DVR in the instance that there is ever an issue with the encoder.

The Granicus Encoding Appliance must be installed in a location that allows for connection to an analog or digital audio/video source, depending on encoder. The following connections are supported:

	Analog	Digital
	Analog Supported Video Modes:	HD/ SD - SDI Supported Video Modes:
Video Inputs – Single Channel	<ul style="list-style-type: none"> • NTSC/PAL • 720x480 29.97, 30/i (NTSC) • 852x480, 29.97, 30/i (NTSC Wide Screen) • 720x576 25/i (PAL) • Wide Screen Signaling (WSS) 	<ul style="list-style-type: none"> • 1080i 50, 59.94, 60 • 1080p 23.98, 24, 25, 29.97, 30 • 720p 23.98, 24, 25, 29.97, 50, 59.94, 60 • 720 x 480 29.97, 30/i (NTSC) • 720 x 576 25/i (PAL) • 720 x 576 25, 50/p • 3G SDI: 1080p 50, 59.94, 60
Audio Inputs	<ul style="list-style-type: none"> • Balanced stereo (XLR x 2) • Unbalanced stereo (RCA x 2) • Stereo & mono supported 	<ul style="list-style-type: none"> • HD/SD - SDI-embedded audio (channel 1), via a BNC connector
Maximum Resolution	<ul style="list-style-type: none"> • 480i 	<ul style="list-style-type: none"> • 1080p

Digital Encoder A/V Notes

If your video setup does not generate an embedded audio source, converters are available to combine the audio into a single embedded source.

- The device accepts SD-SDI or HD-SDI with resolutions up to 1080p

Currently Granicus supports the recording and streaming of video up to 720p. We will take the SD or HD content you provide and stream it at the highest quality settings up to 720p.

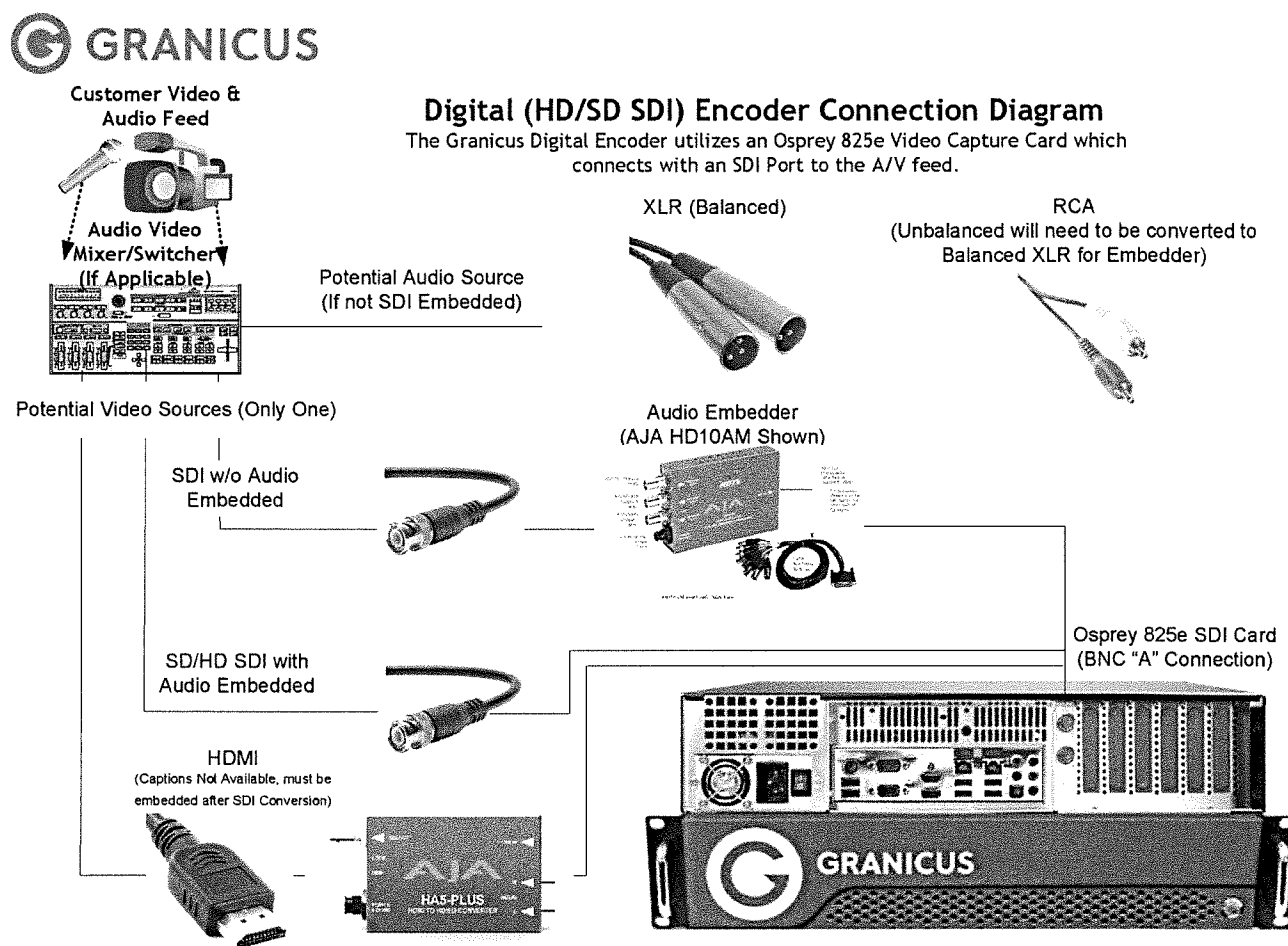
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When Granicus supports recording and streaming up to 1080p your Granicus SDI Encoding Appliance will be compatible with these streaming settings.

- The maximum recommended distance to run video cabling is 250 feet.

If you need to run video cables beyond 250 feet, an HD-SDI digital amplifier is recommended.

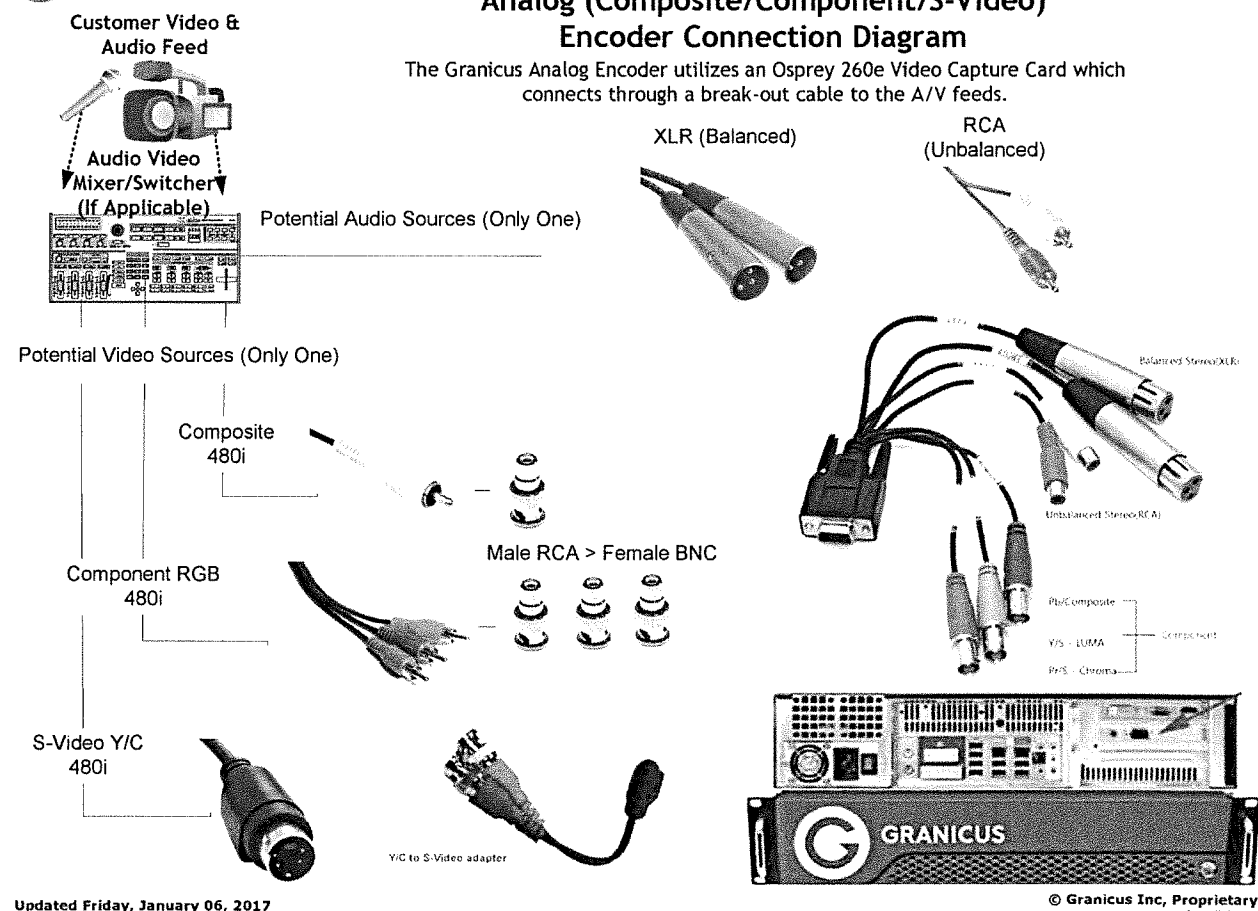
Digital Connection Diagram



Updated Friday, June 17, 2016

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Analog Connection Diagram



Updated Friday, January 06, 2017

Baluns

The ability to run A/V cabling over long distances depends on the quality of the cable, length, connections and other electrical noise that might possibly interfere with the signal. For distances over 50 feet, Granicus recommends using a product such as a balun which will transmit the signal over standard unshielded twisted pair cabling (Cat 5, 6 or 7) with a rated distance of up to 2200 feet. This is a point-to-point solution and not IP based. It requires a standard RJ-45 at each end of the cable. If desired, Granicus can provide standard baluns as part of the solution. Other options for extending A/V are to use fiber and a media converter or a distribution amplifier. When other methods are used besides standard baluns, Granicus recommends consulting with a reliable A/V vendor for appropriate recommendations.

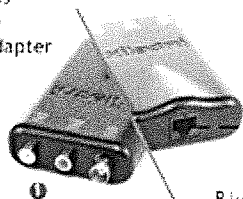
Composite Baluns

Included with Composite Video Baluns:

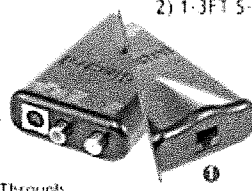
- 1) 1-Pair Intelix AVO-V1A2 Baluns
- 2) 1-3FT RCA Audio/Video Cable
- 3) 1-BNC Male to RCA Female Adapter



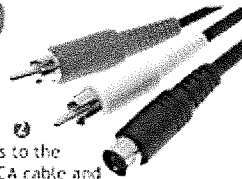
Connect the outputs to the included RCA cable and attach that to the breakout cable that attaches to the encoder. Use the BNC to RCA adapter if necessary.



RJ-45 Straight-Through
Category 5, 5e, 6 or 7 Cable
Do NOT Connect
to IP Network



S-Video/RCA Audio Cable



Connect the outputs to the included S-Video/RCA cable and attach that to the breakout cable that attaches to the encoder.

Closed Captioning Support

The Granicus Encoding Appliance supports video with closed captions. Captions are extracted by Granicus and displayed below the video. Post-event, captions are uploaded and become fully searchable.

	Analog	Digital
Closed Captioning	<ul style="list-style-type: none"> • Separate customer-supplied closed captioning encoder required • Video must have captions embedded on line 21 • Granicus Encoding Appliance extracts captions that are embedded • Video player displays captions below video 	<ul style="list-style-type: none"> • Separate customer-supplied closed captioning encoder required. • Works with VANC stored captions as part of the HD-SDI stream or with captions embedded on line 21 for SD-SDI • Granicus SDI Encoding Appliance extracts captions that are embedded • Video player displays captions below video

Remote Management

Granicus will monitor, support, and maintain our software on your Encoding Appliance. Granicus will provide updates to our software components when maintenance releases become necessary. Other server maintenance, such as performing Windows updates and maintenance of software that is not provided by Granicus will remain your responsibility. Installation of third-party software that is not specifically approved by Granicus may detrimentally impact the server's performance. In extreme cases,

Granicus Encoding Appliance Technical Solutions Guide (Amax)

the server may need to be reimaged to restore normal operations; in this case, a reimaging fee may be charged.

Hardware/Software Maintenance

When you purchase the Granicus Encoding Appliance, Granicus offers a three-year maintenance plan that covers hardware failures. If a hardware defect is encountered, Granicus will replace the server at no cost to you. The replacement will arrive within 3 days of the return materials authorization by Granicus.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19454

Agenda Date: 7/1/2025

Agenda No.: 7.4.8.

SUBJECT:

Request Approval of First Contract Amendment: 25C-067-CA-01 Radius Emergency GIS Mapping Services - RapidDeploy, Inc., Austin, TX (Budget Impact - None)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On April 15, 2025, the Board approved a contract with RapidDeploy, Inc. (RapidDeploy) for Radius Emergency GIS Mapping Services, a Next Generation 911 mapping platform known as Eclipse Analytics. This cloud-based platform facilitates the timely dispatch of Fire, EMS, Police, and Sheriff personnel to emergency incidents by integrating with call-taking systems and other external data sources. The product will be procured under GSA contract #47QTCA19D00MM at a total cost of \$933,160.80 for a five-year term.

Following Board approval, a purchase order (PO) was issued to RapidDeploy. However, upon receiving the PO, RapidDeploy informed Procurement that the PO should be issued to the GSA Dealer, Westwind Computer Products, Inc. (Westwind). It is not permissible under procurement policies to have a contract awarded to one vendor (RapidDeploy) while the corresponding PO is issued to another (Westwind). During efforts to find a solution, it was discovered that Exhibit D, containing Westwind's quote with pricing, was inadvertently omitted from the awarded contract.

This First Contract Amendment adds the exhibit to the original agreement. The exhibit includes references to both Westwind, the authorized dealer, and the GSA contract number. By including this exhibit, we can properly issue the PO to Westwind, while the PO will also reference the contract with RapidDeploy and the GSA contract number. This ensures transparency and compliance. If approved today, the amendment will resolve the issue and allow the project to proceed as intended.

Attached for review is a vendor-signed amendment, approved by Legal. Upon approval at today's meeting, it will be presented to the Chairman and Clerk for signatures.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve the First Contract Amendment with RapidDeploy, Inc. to include Exhibit D, thereby authorizing the reissuance of the purchase order to Westwind Computer Products, Inc. and the Chairman and Clerk to execute the amendment under 25C-067.

Software-as-a-Service (SaaS) Agreement

The following Software-as-a-Service (“SaaS”) Agreement (“Agreement”) is entered into between RapidDeploy, Inc. located at 310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702 (“RapidDeploy”) and the Marion County Public Safety Communications, located at 2710 E. Silver Springs Blvd, Ocala, FL 34470 (“Client”) and will, combined with accompanied **Exhibit A – Data Protection Addendum, Exhibit B – Service Level Agreement, Exhibit C – Statement of Work, and Exhibit D – Quote**, will represent the complete and mutual understanding of the agreement between the parties.

1. THE SERVICES.~

1.1 Statements of Work. RapidDeploy and Client will develop and enter into one or more statements of work, in substantially the form attached hereto as **Exhibit C** (each, a “**Statement of Work**” or “**SOW**”). Each Statement of Work shall describe the project, the scope and nature of Services to be performed by RapidDeploy, activities, tasks, and work to be performed by Client, deliverables, compensation, performance criteria, acceptance criteria, roles and responsibilities of the parties, and any additional terms the parties have agreed to. Each Statement of Work shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, the provisions of this Agreement shall govern and control, unless the Statement of Work expressly states otherwise.

1.2 Use of the Services. Client may use the Services only: (i) during the Subscription Term; (ii) for Client’s internal business purposes; and (iii) in accordance with this Agreement and the Documentation. Client shall notify RapidDeploy of each billing metric added for purposes of using the Services. Client may only use the Product(s) it selects, and any further and future products, services, features, or functionalities may be requested from RapidDeploy and additional fees and charges may apply. On or after the Effective Date (as referenced in the relevant Order Form), RapidDeploy shall create an Account for Client to access the Services and shall provide Login Credentials to Client for that Account. To use the Services, Client must register and set up an authorized Account with Login Credentials. Client is responsible for any use of the Services that occurs under its Login Credentials, and Client is responsible for its Users’ compliance with this Agreement. If Client becomes aware of any User’s violation of this Agreement, Client shall promptly terminate that User’s access and use of the Services.

1.3 Change Orders. During the term of this Agreement, either party may request in writing a change to the SOW (“Change Order”). A Change Order signed and dated by authorized representatives of each party will modify the SOW. It is mutually acknowledged and agreed that any such Change Order may affect the fees or charges payable to RapidDeploy and/or the project schedule. Neither party shall have any obligation respecting any change until an appropriate Change Order or amendment is executed and delivered by both parties.

1.4 Restrictions. Except to the extent expressly permitted in this Agreement or required by law, Client shall not, directly or indirectly, or permit any third party to: (i) republish or redistribute any content or material (including any output generated by Client) from the Services; (ii) make any alteration or modification to or translation of the Services; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, process flows, technical structure/architecture or other trade secrets of the Services; (iv) resell, distribute or sublicense the Services; (v) develop a product or service similar to or competitive with the Services having any functional attributes, visual expressions, or other features similar to those of the Services; (vi) introduce or upload to the Services any Prohibited Content; or (vii) use the Services (a) in a way prohibited by law, regulation, or governmental order or decree, (b) to violate any rights of others, (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Services or any other service, device, data, account, or network, (d) to distribute spam or malware, (e) in a way that could harm the Services or

RapidDeploy, Inc.
FEIN: 82-2768150

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t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com
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impair anyone else's use of it, or (f) in a way intended to work around the Services' technical limitations, recurring fees calculation, or usage limits.

1.6 RESERVED

1.7 Data Rights and Privacy. In its performance of the Service, RapidDeploy may collect and create Analytics Data, and will process Personal Data as set forth in **Exhibit A** to this Agreement (the "**Data Protection Addendum**") and RapidDeploy's published privacy policy (www.rapiddeploy.com/privacy), as it may be updated from time to time. As between the parties, Client shall be the sole owner of all Client Content, and RapidDeploy shall be the sole owner of all Analytics Data. Client will not block or interfere with such monitoring unless otherwise permitted in writing between Client and RapidDeploy. Client represents and warrants that it has all necessary right, title and interest in and to any Client Content, including any Personal Data therein, which may be necessary for RapidDeploy to process such data in accordance with the applicable provisions of the Privacy Policy, and as otherwise necessary to perform the Services provided under this Agreement.

1.8 Modifications. RapidDeploy may from time to time: (i) change the Services, or (ii) elect to cease providing any features or functionalities of the Services. Client's continued use of the Services after the effective date of any change will be deemed acceptance of the modified Services.

1.9 Permitted Disclosures. If RapidDeploy is required by a subpoena, court order, agency action, or any other legal or regulatory requirement, to disclose any of the Client Content, RapidDeploy will provide Client with notice and a copy of the demand as soon as practicable, unless RapidDeploy is prohibited from doing so pursuant to applicable law or regulation. If Client or the User requests, RapidDeploy will, at Client's (or the User's) expense, take reasonable steps to contest and to limit the scope of any required disclosure.

2. INTELLECTUAL PROPERTY OWNERSHIP.

2.1 Ownership of the Services. RapidDeploy and its suppliers own and retain all right, title, and interest in and to the Services and any related RapidDeploy software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any Analytics Data. Client's rights to use the Services are limited to those expressly granted in this Agreement. No other rights with respect to the Services, any related RapidDeploy software, or any related Intellectual Property Rights are implied.

2.2 Ownership of Content. Client and its Users retain all right, title and interest in and to any Client Content and all Intellectual Property Rights in the Client Content. Client's rights to access and use Client Content via the Services are limited to those expressly granted in this Agreement. Client hereby grants RapidDeploy a worldwide, non-exclusive, transferable, sublicenseable, royalty-free, fully paid license to use the Client Content as necessary to provide the Services to Client under this Agreement and in accordance with its rights and obligations under this Agreement. Client Content will be returned to Client in a format reasonably determined by RapidDeploy upon written request following the expiration or termination of this Agreement.

3. DATA SECURITY AND DATA PRIVACY. The terms and conditions that govern the parties' respective rights and obligations arising from and relating to data protection and data privacy are set forth in **Exhibit A** to this Agreement (the "**Data Protection Addendum**").

4. PRICING; ORDERS; INVOICING; PAYMENT; TAXES.

4.1 Pricing. The pricing for the Products will be set forth in from RapidDeploy that itemize the type of Products, the quantities, the prices, and any applicable discounts (each, a “Quote”).

4.2 Orders. All Orders based off of Quotes are subject to the terms of this Agreement and are not binding until accepted by RapidDeploy. All Orders are non-refundable and non-cancellable except as expressly provided in this Agreement.

4.3 Payment. Unless otherwise agreed by the parties in writing, (i) fees for the Services will be governed by the applicable Order at the time of invoicing, and (ii) Client must pay all fees for use of the Services in the amount and currency specified in Client's invoice, not later than 30 days after the date of the invoice. Electronic delivery of such invoices to an email designated by Client will be permitted.

4.4 Taxes. Client will be responsible for any sales, use, excise, value-added or other tax that is assessed as applicable on the Services and deliverables provided by RapidDeploy. Client represents and warrants that no sales, use, excise, value-added or other tax is or will be payable on the Services and deliverables provided by RapidDeploy under this Agreement. Client shall supply RapidDeploy with a proper tax exemption certificate acceptable to the taxing authorities prior to provision of the Services.

4.5 Pricing. The quantities and unit costs as set forth in **Exhibit D** have been mutually agreed between Client and RapidDeploy as of the date of the Effective Date based on normal operating conditions. The parties agree to review Product quantity annually, thirty (30) days before the anniversary of the SaaS Availability Date to determine if adjustments for the subsequent renewal term is required. Changes to Product quantity or unit costs will be effective on the anniversary of the SaaS Availability Date and shall not be retroactive to the current year subscription. No additional costs will be incurred by Client in the event of increased usage due to unforeseen or otherwise unplanned events, including, but not limited to natural disasters, extreme weather, or terrorism for a period of no more than 7 days per year. Additional temporary licenses can be offered and mutually agreed by change order.

4.6 Annual Billing and Milestone Billing. The quantities and unit costs shall be due annually and may change year to year due to changes in Product usage, third-party licensing costs, or other changes in scope as defined in **Exhibit C – Statement of Work** or otherwise mutually-agreed in writing. The annual subscription shall be invoiced on the anniversary of the initial SaaS Availability Date for the upcoming subscription year. Initial year annual billing and fees shall be based on Project Fees and Schedule as defined in **Exhibit C – Statement of Work**.

5. SUSPENSION.

5.1 Generally. RapidDeploy may suspend Client's use of any Services if: (i) Client is in breach of this Agreement and does not cure that breach within 10 days after RapidDeploy notifies Client of that breach; (ii) Client's use of the Services poses a security risk to the Services or to other users of the Services; or (iii) suspension is required pursuant to a subpoena, court order, or other legal requirement. If possible and permitted by law, RapidDeploy will give Client notice before suspending Client's use of the Services, unless RapidDeploy reasonably determines that providing notice presents a risk of harm to the Services, to other users of the Services, or to any person or property, in which case RapidDeploy will notify Client as soon as feasible or permitted. RapidDeploy will suspend Client's access only to the Services that are the subject of the issue giving rise to the suspension. RapidDeploy will promptly reinstate Client's access to the Services once RapidDeploy has determined that the issue causing the suspension has been resolved. In the event of a suspension of the Services, RapidDeploy will provide Client with access to Client Content as needed to maintain continuity of Client's operations.

5.2 Effect of Suspension. Client will remain responsible for all fees incurred before and during any suspension, and Client will not be entitled to any service credits under this Agreement that Client might have otherwise accrued during any suspension.

6. TERMINATION.

6.1 Termination for Cause.

(i) RapidDeploy may terminate this Agreement effective immediately upon written notice to Client if Client does not resolve the underlying cause resulting in a suspension pursuant to Section 5 (other than suspension due to a subpoena, court order, or other legal requirement) within 10 days after Client's Account is suspended.

(ii) Subject to Section 6.1(i), either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (a) commits a breach of this Agreement and fails to cure within 30 days of notice of that breach; (b) commits a material breach of this Agreement that cannot be cured; or (c) terminates or suspends the operation of its business in the ordinary course (excluding a "Force Majeure" in accordance with Section 14.8).

(iii) If Client terminates the Services pursuant to Section 6.1(ii), RapidDeploy shall refund any prepaid fees prorated as of the effective date of the termination, less any discounts not earned as of the effective date of the termination.

6.2 Termination for Insolvency. Either party may terminate this Agreement effective immediately upon sending the other party notice if that party: (i) becomes insolvent, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or (ii) becomes subject to control of a trustee, receiver, or similar authority, or to any bankruptcy or insolvency proceeding.

6.3 Effect of Termination.

(i) Upon the effective date of termination of this Agreement for any reason: (a) Client must stop all use of the Services, and (b) both parties must return or, if requested, destroy any Confidential Information of the other party.

(ii) Any provision that, by its nature and context is intended to survive termination or expiration of this Agreement, will survive. The following provisions shall survive the expiration or termination of this Agreement: Sections 4, 6, 9, 10, 11, 12, 13, and the **Data Protection Addendum**.

(iii) Except as otherwise expressly stated in this Agreement, any termination of this Agreement, including expiration of the Subscription Term, will not entitle Client to any refunds, credits, or exchanges, and Client will be liable for all fees incurred until the end of the Subscription Term or effective date of termination, whichever is earlier, as well as any fees owed for Services completed as of the effective date of termination.

7. SUPPORT AND SERVICE LEVELS; TRAINING.

7.1 Support and Service Level Agreement. RapidDeploy shall provide Support in respect of the Services during the Subscription Term. RapidDeploy shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week. Additional information on RapidDeploy's Service Level Agreement is set forth in **Exhibit B**.

7.2 Third-Party Integrations. The Services can be used as a standalone service or may be used in conjunction with approved third-party systems, and the Client may subscribe to such third-party systems directly with the provider thereof. If the Services have been activated, the Effective Date will be as noted in the Order Form regardless of whether such third-party installation has been successfully completed. The support offered by RapidDeploy is in relation to the Services and all support queries relating to the third-party services should be directed to third-party support. RapidDeploy shall not be responsible for any loss of Client Content or other issues detrimental to the Client's business where such issues were caused by or are otherwise attributable to other third parties.

7.3 Access to Training. All training material will be available to Client through online knowledge management system, including detailed documentation of platform updates. The Knowledge Management System is accessible to all authorized users as part of the software platform. Client-specific training requirements will be addressed separately in a Statement of Work.

8. LIMITED WARRANTY. RapidDeploy warrants that the Services will substantially conform to the applicable Documentation during the Subscription Term, provided that: (a) at all times the Services have been used in accordance with this Agreement; (b) the Services have not been used or combined with non-RapidDeploy products, services or content, including any Content and/or any Third-Party Content, and (c) no modification to the Services has been made without RapidDeploy's express written approval. This limited warranty shall not apply to Services provided on a no-charge basis. RapidDeploy shall, at its own expense, use commercially reasonable efforts to cause the Services to conform to the limited warranty. Warranties will start upon the acceptance of RapidDeploy platform(s) as defined in applicable Statement(s) of Work.

9. DISCLAIMER. OTHER THAN THE LIMITED WARRANTY SET FORTH IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY LAW, RAPIDDEPLOY, FOR ITSELF AND ON BEHALF OF ITS LICENSORS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES RELATING TO THE SERVICES OR TO ANY MATERIALS OR SERVICES PROVIDED TO CLIENT UNDER THIS AGREEMENT (INCLUDING ANY THIRD PARTY CONTENT), WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. RAPIDDEPLOY AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR FREE FROM DEFECTS OR ERRORS, OR THAT THE SERVICES WILL MEET (OR IS DESIGNED TO MEET) CLIENT'S BUSINESS REQUIREMENTS.

10. INTELLECTUAL PROPERTY CLAIMS.

(i) If the Services become or in RapidDeploy's opinion are likely to become the subject of an Infringement Claim, RapidDeploy will at its option and expense: (a) procure the rights necessary for Client to keep using the Services; or (b) modify or replace the Services to make them non-infringing; or (c) terminate this Agreement and refund any prepaid fees, prorated for the remaining portion of the then-current Subscription Term.

(ii) RapidDeploy shall have no obligation under this Section 10 or otherwise with respect to any Infringement Claim based on: (a) combination of the Services with non-RapidDeploy products, services or content, including any Prohibited Content and/or any Third-Party Content; (b) use of the Services for a purpose or in a manner not permitted by this Agreement; (c) any modification to the Services made without RapidDeploy's express written approval; or (d) any Services provided on a no-charge basis. This Section 10 states Client's exclusive remedy and RapidDeploy's entire liability for any Infringement Claims.

11 INDEMNIFICATION. Subject to the remainder of this Section 11, Client shall: (a) defend and hold harmless RapidDeploy and its members, officers, directors, employees, agents and successors from and against any and all third party claims of loss, expense, damage, or infringement (including reasonable legal fees and expenses incurred in connection therewith or arising therefrom) arising from (i) Client's combination of the Services with non-RapidDeploy products, services or content, including any Prohibited Content and/or any Third-Party Content; (ii) Client's use of the Services for a purpose or in a manner not permitted by this Agreement; (iii) any modification to the Services made without RapidDeploy's express written approval, and (iv) RapidDeploy not being classified as an "other emergency communications service provider" in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and (b) indemnify RapidDeploy from all fines, damages, and costs finally awarded against RapidDeploy by a court of competent jurisdiction or a government agency or agreed to by Client in settlement arising out of the foregoing third party claims. The foregoing obligations are applicable only if RapidDeploy: (A) provides Client with notice of the claim subject to indemnification within a reasonable period after learning of the claim; (B) allows Client sole control over the claim's defense and settlement; and (C) reasonably cooperates in response to Client's requests for assistance. Client will not, without RapidDeploy's prior written consent, which will not be unreasonably withheld, conditioned, or delayed, enter into any settlement that obligates RapidDeploy to admit any liability or to pay any unreimbursed amounts to the party bringing the claim.

12. LIMITATION OF LIABILITY.

12.1 Other Emergency Communications Service Provider. Client hereby authorizes RapidDeploy to provide "other emergency communications services" pursuant to 47 U.S.C. § 615b. These services include, but are not limited to, acquiring and transmitting Apple End-User EED Data, Google Android End-User ELS Data, and supplemental data from other sources to Client for the purpose of assisting in an emergency. Client and acknowledges and agrees that RapidDeploy is and shall be an "other emergency communications service provider" in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and shall be subject to the immunities and other protections from liability set forth in U.S. Code Title 47., Chapter 5., Subchapter VI., 615b.

12.2 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL RAPIDDEPLOY BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICES OR OF ANY CONTENT, OR LOSS OF DATA, FOR ANY REASON INCLUDING POWER OUTAGES, SYSTEM FAILURES, SUPPLY FAILURES, OR OTHER INTERRUPTIONS, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER RAPIDDEPLOY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE FOREGOING LIMITATION MAY NOT APPLY.

12.3 Cap on Monetary Liability. NEITHER PARTY'S LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT WILL EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE TO RAPIDDEPLOY FOR CLIENT'S USE OF THE SERVICES GIVING RISE TO THE CLAIM IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL NOT APPLY TO (I) EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT, (II) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (III) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (IV) CLIENT'S INFRINGEMENT, MISAPPROPRIATION OR OTHER VIOLATION OF RAPIDDEPLOY'S INTELLECTUAL PROPERTY RIGHTS, OR (V) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.

12.4 Further Limitations. Neither party may bring a claim under this Agreement more than 18 months after the cause of action arises.

13. CONFIDENTIALITY.

13.1 Protection. Either party (the “**recipient**”) may use Confidential Information of the other party (the “**discloser**”) disclosed to it in connection with this Agreement solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted by this Agreement during the Initial Term and any Renewal Term(s) of this Agreement. Each party shall use reasonable care to protect that Confidential Information in the same manner as such party protects its own Confidential Information of a similar nature, but in any event with not less than reasonable care. The recipient may disclose the discloser's Confidential Information only to the recipient's employees, or to third parties, who have a need to know the Confidential Information for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than as specified in this Section 13. The recipient may also disclose the discloser's Confidential Information in accordance with the procedures set forth in Section 1.9. Except as required by applicable law, rule, or regulation, upon termination of this Agreement and all related Services, a recipient shall (at the discloser's option) return or destroy all Confidential Information, such destruction to be achieved by, at a minimum, the burning, pulverizing, shredding, erasing or otherwise modifying the Confidential Information so that the Confidential Information cannot be read, deciphered or reconstructed through generally available means. In connection therewith, upon request, a recipient shall certify to such destruction by an authorized person from the recipient's entity with responsibility for such matters. For the avoidance of doubt, any Confidential Information retained pursuant to the exceptions set forth above shall remain subject to the confidentiality and non-use provisions of this Section 13 for so long as such Confidential Information is retained.

13.2 Exceptions. The recipient's obligations under Section 13.1 with respect to any of the discloser's Confidential Information will terminate if the recipient can show by written records that the information: (i) was, at the time of disclosure by the discloser, already rightfully known to the recipient without any obligation of confidentiality; (ii) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (iii) at the time of disclosure is, or through no fault of the recipient has become, generally available to the public; or (iv) was independently developed by the recipient without access to or use of the discloser's Confidential Information.

13.3 Injunctive Relief. Each party acknowledges that disclosure or use of the other party's Confidential Information in violation of this Agreement may cause irreparable harm to the discloser for which monetary damages may be an inadequate remedy and difficult to ascertain. Therefore, each party agrees that the discloser will have the right to seek injunctive or other equitable relief for any violation of the confidentiality provisions of this Agreement by the recipient, in addition to any other rights and remedies that the discloser may have at law.

14. GENERAL.

14.1 Publicity. RapidDeploy may, after receiving prior written approval, reference Client in its marketing materials as a Client of RapidDeploy, subject to Client's trademark and logo usage guidelines, if any, provided by Client to RapidDeploy.

14.2 Subcontracting. RapidDeploy may subcontract any of its obligations under this Agreement, including the provision of the Services without the prior written consent of Client. RapidDeploy shall remain responsible to Client for the performance of its obligations hereunder that are performed by a subcontractor.

14.3 Export Compliance. Client shall not, directly or indirectly, export (including any “deemed export”), or re-export (including any “deemed re-export”) any Intellectual Property Rights of RapidDeploy (including any associated products, items, articles, computer software, media, services, technical data, and other information of RapidDeploy, its licensors or suppliers) in violation of any applicable laws.

14.4 Governing Law. This Agreement is governed by the laws of the State of Texas (excluding its conflict of law rules), and the federal laws of the United States. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

14.5 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

14.6 Recovery of Expenses. In any legal or other dispute resolution proceedings between the parties arising out of this Agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including reasonable legal fees and expenses.

14.7 Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered to the address below if sent by overnight mail (in which case delivery shall be deemed to have been effected one (1) business day from the date of mailing), or by electronic mail (in which case delivery shall be deemed to have been effected on the day that confirmation of receipt of the transmission is received). Any notice by RapidDeploy to Client under this Agreement will be given by email to the email address associated with Client's Account. Client must direct legal notices or other correspondence to RAPIDDEPLOY, INC., Address: 310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702, Attention: Legal Department or by electronic mail to legal@rapiddeploy.com.

14.8 Force Majeure. Neither party will be liable for any delay, loss, damage, or failure to perform its obligations under this Agreement or any applicable Addendum, Exhibits or Amendments, except for Client's payment obligations, due to any cause beyond such party's reasonable control including, but not limited to, fire, explosion, power blackout, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, floods, lighting strikes, storms or other acts of nature, embargoes, riots, acts or orders of civil or military authority, acts of terrorism, war, acts of God, acts of the public enemy, acts of regulatory or governmental agencies, or other causes beyond the party's reasonable control.

14.9 Assignment. Neither party may assign its rights and obligations under this Agreement, except with the prior written consent of the other party; provided that RapidDeploy may assign its rights and obligations under this Agreement without the consent of Client, in connection with the sale of all or part of RapidDeploy's business, whether by merger or the sale or transfer of RapidDeploy's stock or assets. Any purported assignment of rights or delegation of performance in violation of this section is void.

14.10 Independent Contractors. The relationship between RapidDeploy and Client is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.11 Third Party Rights. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

14.12 Order of Precedence. The terms of this Agreement will supersede any conflicting or additional terms and conditions of any purchase order or other purchasing-related document issued by Client relating to any Order for the Services. Other than with respect to the **Data Protection Addendum**, if there is a conflict between the provisions of this Agreement and any other document referenced in this Agreement, this Agreement will control.

14.13 Entire Agreement. This Agreement, along with its Exhibits, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

14.14 Amendments. Except as otherwise provided herein, no amendment to this Agreement will be effective unless it is in writing and signed by both parties.

14.15 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in force to the extent feasible.

14.16 Counterparts. This Agreement may be signed in one or more counterparts, which together will form a single agreement.

14.17 Infrastructure. All hardware and infrastructure provided to Client by RapidDeploy shall be owned and maintained by RapidDeploy or its agents and shall be returned to RapidDeploy at the end of the contract term.

15. DEFINITIONS.

“Account” means an account enabling Client to access and use the Services.

“Client Content” means all Incident Data (as defined in the **Data Protection Addendum**), and other data, records, reports and files uploaded or transmitted to RapidDeploy by Client or otherwise generated by the Client's Users or otherwise generated by the Client's Users when accessing or using the Services, but does not include (i) Third Party Content, or (ii) Analytics Data (as defined in the **Data Protection Addendum**).

“Confidential Information” means Client's Login Credentials, and any non-public technical, business, or other information or materials (in whatever form) disclosed or otherwise made available by either party to the other regarding this Agreement or the Services, designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information), or if not so marked or announced, should reasonable have been understood by the receiving party to be confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure, or the nature of the information itself.

Onboarding Completion Date as defined by RapidDeploy is post SaaS Availability when the Client has been trained and transitioned to the Client success team.

“Documentation” means the documentation and user manuals related to the Products made available by RapidDeploy to Client which may be updated from time to time.

“Effective Date” means the date on which Client's authorized use of the Services begins, as set forth in the applicable Order.

“Emergency Maintenance” means unforeseen interruptions to the Services that RapidDeploy must address in order to restore the Services or prevent interruptions on an ‘emergency’ basis.

“Infrastructure” means the information technology and telecommunications infrastructure and systems, including computer and telecommunications networks, equipment, hardware, software, middleware, firmware, data, databases, peripherals, terminals and components.

“Infringement Claim” means any claim by a third party that the Services infringes any patent, trademark, or copyright of a third party, or misappropriates a trade secret of a third party (but only to the extent that the misappropriation is not a result of Client’s actions).

“Intellectual Property Rights” means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.

“Login Credentials” means the username and password allocated by RapidDeploy to Client to access the Services.

“Order” means the internet order page, or other ordering document, that specifies Client’s purchase of a Product.

“Product” means the specific RapidDeploy product offering(s) Client has selected and which is made available under this Agreement as the Services.

“Prohibited Content” means content that: (a) is illegal under applicable law; (b) violates any third party’s intellectual property rights, including, without limitation, copyrights, trademarks, patents, and trade secrets; (c) contains indecent or obscene material; (d) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (e) promotes unlawful or illegal goods, services, or activities; or (f) contains false, misleading, or deceptive statements, depictions, or sales practices.

“Renewal Period” means that upon expiry of the initial Subscription Term, this agreement may renew automatically upon written agreement of both parties for successive periods of 12 months (each a “**Renewal Period**”) unless either party terminates this agreement on 6 months’ written notice prior to the end of the initial Subscription Term or the then current Renewal Period.

“SaaS Availability Date” means the date the SaaS was initially made available to Client and is typically completed within the first 60 days from Contract Execution as this is utilized for business process analysis and scoping during initial project kickoff. As a SaaS platform, the annual subscription for the software is due upon provisioning of the initial client environment. RapidDeploy charges our SaaS subscription on an annual basis in advance when the initial environment and infrastructure has been configured and made available to our clients. The subscription cost is due annually on the anniversary date of the SaaS Availability Date.

“Scheduled Maintenance” means any foreseen interruptions to the Services and shall include scheduled maintenance, hardware and/or software upgrades, and scheduled electricity blackouts.

“Services” means the subscription services provided by RapidDeploy to Client in terms of this Agreement comprising (*inter alia*) the access to and use of the specific Product(s) Client has selected, as more fully described in the Documentation relating to the relevant Product.

“Subscription Term” means the initial term of Client’s authorized use of the Services, as set forth in the applicable Order, together with any renewal terms (if applicable). The initial term begins on the earlier of: (a) the date on which Client start using the Services; or (b) as otherwise specified in the Order.

“Support” in relation to the Services, means support services in respect of the use of, and the identification and resolution of errors in the Services.

“Third Party Content” means data, services, content, software, or applications provided by a third party, that interoperates with the Services. As an example, Third Party Content may include an application that is listed on a marketplace or in a catalog. Third Party Content may include open source software. However, to the extent open source software is embedded in the Services, the open source software will not be deemed to be “Third Party Content”, and all provisions in this Agreement applicable to the Services (e.g., our warranty, liability, indemnification, and other obligations) will control as between Client and RapidDeploy over any conflicting terms set forth in any open source software license otherwise applicable to that open source software.

“Unscheduled Maintenance” means any unforeseen interruptions to the Services and may include required updates, procedures, downtime, unavailability of the internet or problems with Infrastructure.

“Users” means any person who uses the Services or accesses Content under Client’s Login Credentials, and may include Client’s employees, contractors, service providers, and other third parties.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Client and RapidDeploy have caused this Agreement to be signed by their duly authorized representatives.

SIGNED by the parties as follows:

For and on behalf of **Client**

Entity Name	Marion County, a Political Subdivision of the State of Florida
Billing Address	2710 E. Silver Springs Blvd, Ocala, FL 34470
Signature Date	
Signatory Name	
Signatory Position	

Client Signature

For and on behalf of **RapidDeploy**

Entity Name	RapidDeploy, Inc.
Billing Address	310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
Signature Date	01/28/2025
Signatory Name	Dami Bullock
Signatory Position	COO

DocuSigned by:

Dami Bullock

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RapidDeploy Signature

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com
Proprietary and Confidential

07-20-2023

Exhibit A

Data Protection Addendum

As part of the services provided under the Software-as-a-Service Agreement (the “**Agreement**”) by and between RapidDeploy Inc. (“**RapidDeploy**”) and Client, RapidDeploy may process Personal Data of Client’s employees, agents, advisors, contractors, clients, and others.

This Data Protection Addendum (the “**DPA**”) describes each party’s obligations with respect to its handling of Personal Data provided under the Agreement. This DPA is hereby incorporated into and made a part of the Agreement and shall terminate as and to the extent provided in the Agreement. Any capitalized terms not defined herein will have the definition used in the Agreement. The terms of this DPA will control to the extent inconsistent with the Agreement.

1. Definitions. In this DPA, these terms will have the following meanings:

“**Analytics Data**” means data relating to the configuration, performance, usage, and consumption data relating to the use of the Services provided to Client under the Agreement, metadata relating to devices, networks, or technical services used in connection with the Client Users’ provision or delivery of the Services, Deidentified Data collected or created by RapidDeploy in connection with its performance of the Service, and any Incident Metadata (as defined in the RapidDeploy Privacy Policy).

“**Controller**” means a person that, either alone or with another person, determines the purposes and means of Processing Personal Data.

“**Data Incident**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data or transmitted, stored or otherwise Processed hereunder.

“**Data Protection Laws**” means, to the extent applicable to Personal Data Processed under the Agreement, all laws, statutes, regulations, rules, treaties, executive orders, directives, or

other official guidance or releases regarding data protection, privacy, data security, confidentiality, and data breach notification that are then in effect and applicable to a party or Personal Data Processed under the Agreement including, without limitation: all United States Federal Trade Commission (“**FTC**”) rules, regulations and guidance relating to the collection, use, disclosure and Processing of Personal Data.

“**Data Subject**” means any natural person to whom, or household to which, Personal Data relates.

“**Deidentified Data**” shall mean data that has been reasonably anonymized, aggregated, or pseudonymized such that the data does not directly identify a Data Subject or Client.

“**Incident Records**” shall mean any recording, transmission, or the storage of communications made or received by Client’s Users through the Services, as well as content relating to event descriptions, incident reports, or other narrative descriptions of any 911 call, emergency services incident, or other similar event, that is input into the Services by Client Users.

“**Personal Data**” means any data that identifies, relates to, describes, is capable of being

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Proprietary and Confidential

associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject, including without limitation, all information defined as “Personal Information” CCPA, and analogous provisions of other applicable Data Protection Laws.

“Process” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means a person, to the extent that person Processes Personal Data on behalf of a Controller.

2. Compliance with Data Protection Laws. Each party will comply with all applicable Data Protection Laws, as well as all other laws, rules and regulations applicable in relation to the party’s Processing of Personal Data.

3. Controller/Processor. The Parties agree that RapidDeploy is intended to be a Processor with respect to Personal Data included in any Client Content and is intended to be a Controller with respect to any Personal Data included in any Analytics Data. RapidDeploy may process Client Content only for the purposes of providing the Services as set forth in the Agreement and in Schedule 1 hereto.

4. Processor Obligations. When acting as a Processor, RapidDeploy will, and is hereby authorized to, Process Personal Data on behalf of Client in accordance with the documented instructions of Client, which include without limitation, such Processing as is reasonably necessary to perform its obligations under the Agreement (and any additional agreements and order forms entered into between the parties thereunder. The foregoing limitations on processing shall not limit RapidDeploy’s ability to perform any Processing required under any law or subpoena, judicial, administrative or

arbitrary order of an executive or administrative agency, regulatory agency, or other governmental authority (“Demand”) to which RapidDeploy is subject. Except where the law prohibits such disclosure on public interest grounds, RapidDeploy will promptly notify the Client of any Demand that it receives, and which relates to the processing of Client’s Personal Data. At the Client’s or Users request, RapidDeploy will provide the Client with reasonable information in its possession that may be responsive to the Demand and any assistance reasonably required for the Client to respond to the Demand in a timely manner pursuant to section 1.9 of the Agreement.

5. Client Obligations. Client is responsible for compliance with its obligations under relevant laws regarding the collection of Personal Data and the transmission of Personal Data to RapidDeploy, including but not limited to any required notices, consents and authorizations. Client also is responsible for its decisions and actions concerning the use and disclosure of Personal Data, provided that Client represents and warrants that it has obtained all necessary right, title and interest in and to any Personal Data provided to RapidDeploy hereunder as may be necessary for RapidDeploy to perform the Services.

6. Authorized Persons. RapidDeploy will ensure that persons authorized to Process the Personal Data (including without limitation all Subprocessors, as defined below) are under an appropriate contractual or statutory obligation of confidentiality with respect to such Personal Data.

7. Termination. During the 90 days following termination of the Agreement, RapidDeploy will return or otherwise make available to the Client any Personal Data, Incident Records and Client Content that RapidDeploy maintains on behalf of Client as of the date of termination. Following such 90 day period, or as otherwise specified in the Agreement, RapidDeploy will cease Processing, and promptly delete or otherwise render reasonably inaccessible all Incident Records

and Client Content, except as may be required by law, or which may be retained in connection with RapidDeploy's rights under Section 1.7 of the Agreement.

8. Subprocessing. Client hereby authorizes RapidDeploy to appoint additional Processors to Process Personal Data on RapidDeploy's behalf or perform its obligations under the Agreement ("**Subprocessor**"). RapidDeploy will perform reasonable due diligence to ensure that any Subprocessors comply with the RapidDeploy's Processing obligations under this DPA. RapidDeploy accepts liability for, and shall remain liable to Client with respect to, third parties' Processing of Personal Data. Specific Subprocessors used by RapidDeploy may vary based on the services provided under the Agreement, and Client may request a list of Subprocessors intended to process Personal Data on Client's behalf by submitting a request to Client's RapidDeploy account representative.

9. Security. RapidDeploy will implement and maintain reasonable and appropriate administrative, technical, and procedural measures designed to ensure a level of security that reasonably mitigates the risk of unauthorized access, use, disclosure, modification or other processing of Personal Data. RapidDeploy may modify its security controls, process, or procedures in its sole discretion, provided that the level of security protecting Client's Personal Data shall always meet the requirements of this Section 9 and applicable Data Protection Law.

10. Data Incidents. RapidDeploy will notify Client without undue delay if RapidDeploy becomes aware of a Data Incident affecting Personal Data Processed by RapidDeploy under this Agreement. Such notice will include information, to the extent known by RapidDeploy, which may be necessary for Client to comply with applicable Data Protection Laws, and RapidDeploy will provide Client with updates to such information, and assist Client, each as reasonably necessary for Client to meet its obligations under applicable Data Protection

Laws. The foregoing obligations to provide cooperation and assistance to identify the cause of a Personal Data incident and to take steps to remediate such incident shall not apply to incidents that are caused by the Client, Users authorized by the Client, or any non-RapidDeploy products or services, provided that RapidDeploy may agree to provide such assistance at the expense of the Client.

11. Data Subject Rights. Each party will promptly notify the other of any communication from a Data Subject or supervisory authority regarding: (i) the Processing of Personal Data under the Agreement; (ii) a party's compliance with the terms of this DPA; or (iii) a Data Subject's exercise of rights under applicable Data Protection Laws. Notifications to RapidDeploy should be sent to legal@rapiddeploy.com and to Client at Client's designated email address. To the extent reasonably necessary given the nature of the party's Processing, each party will use commercially reasonable technical and organizational means to assist the other party in the fulfilment of its obligations in relation to a Data Subject's exercise of its rights under applicable Data Protection Laws, or in connection with any response to Data Subjects or supervisory authorities.

12. Assistance. To the extent necessary in relation to RapidDeploy's Processing of Personal Data hereunder, RapidDeploy will provide reasonable assistance to Client with any data protection impact assessments or any prior consultations with supervisory authority which may be required under applicable Data Protection Laws.

13. Information. Each party will maintain, and RapidDeploy will make available to Client upon reasonable notice (and subject to any applicable requirements or limitations regarding audit timing, access, and/or confidentiality), such information as is reasonably necessary to demonstrate such

party's compliance with the terms of this DPA and the Data Protection Laws.

14. Amendment. In the event a change in applicable data protection law requires an amendment to this DPA, RapidDeploy may upon 30 days prior written notice to Client, update or revise this DPA as and to the extent required by applicable Data Protection Laws. Any amended version of this DPA shall take effect after such 30-day period unless Client provides written notice of its reasonable objections during such period. In the event of reasonable Client objections, the Parties shall negotiate in good faith to amend this DPA to conform to the relevant requirements of applicable Data Protection Laws.

15. Non-Compliance Notice. RapidDeploy will promptly inform Client if, in its opinion, an instruction of Client violates any Data Protection Laws. Further, in the event RapidDeploy (or Subprocessor or other third party to whom RapidDeploy discloses Personal Data) is unable to comply with applicable Data Protection Laws, RapidDeploy shall promptly notify Client and either (i) promptly take all steps necessary to comply with all applicable Data Protection Laws, or (ii) cease Processing Personal Data to the extent not compliant with applicable Data Protection Laws.

Schedule 1 to Data Protection DPA

Description of Processing

PROCESSING INFORMATION

Data subjects

The personal data transferred concern the following categories of data subjects (please specify): Employees, contractors, agents, and representatives of the data exporter authorized to use the Services, as well as members of the public whose Personal Data is provided directly, or indirectly by Client, to RapidDeploy, in connection with the Client or individual's use of the Services.

Categories of data

The personal data transferred concern the following categories of data (please specify):

- *Identity Data* (Personal Data reflecting data subject's identity, e.g. name, ID/driver's license number, gender, date of birth, photo/avatar, username, persistent user identifiers/ID number, biographical information)
- *Contact Data* (Personal Data used to contact a data subject, e.g. email address, physical address, phone number, or usernames/handles for online services)
- *Device/Network Data* (Personal Data relating to data subject's device, browser, or application e.g. IP addresses, MAC addresses, application ID/AdID/IDFA, identifiers from cookies, session navigation history and similar browsing metadata, and other data generated through applications and browsers, including cookies and similar technologies)
- *Audio/Visual Data* (Personal Data contained in connection with audio or visual recordings or other audio/video content.)
- *Inference Data* (Personal Data inferred about personal characteristics and preferences, such as demographics, interests, behavioral patterns, psychological trends, predispositions, or behavior)
- *Location Data* (Personal Data relating to data subject's precise location, such as information collected through a device's GPS, WiFi, or other precise localization service)

Processing purposes

The personal data transferred will be subject to the following basic processing activities (please specify):

- A. **Client Content & Incident Records.** Personal Data included in any Client Content and Incident Records will be processed as follows:
- a. as necessary for RapidDeploy to provide its contracted services under the Agreement;
 - b. to fulfill the requests of Client and as otherwise necessary in connection with RapidDeploy's contractual obligations to Client;
 - c. as necessary to grant authorized users access to the RapidDeploy service, in connection with processes designed;
 - d. to ensure or support reasonable and adequate security of the RapidDeploy services, networks, and connected systems;
 - e. in connection with client support and account management functions for Client Users;
 - f. in connection with product/service use and performance analysis, feature development and delivery, and usability analysis and improvement;

- g. to facilitate delivery of the Services (such as tracking entitlements, providing support, monitoring the performance, confidentiality, integrity, availability and stability of the Services' infrastructure, and preventing or addressing service or technical issues);
 - h. to monitor Client's usage of the Services to allow RapidDeploy to verify Client's compliance with the terms of this Agreement and other legitimate interests of RapidDeploy; and
 - i. all other uses described in the RapidDeploy privacy policy with respect to the Client Content or Incident Records which apply in the context of Client's use of the Service.
- B. **Analytics Data.** RapidDeploy may process Client Content, to create, and may otherwise collect and use, Analytics Data which it will use:
- a. to facilitate delivery of the Services (such as tracking entitlements, providing support, monitoring the performance, confidentiality, integrity, availability and stability of the Services' infrastructure, and preventing or addressing service or technical issues);
 - b. in connection with product/service use and performance analysis, feature development and delivery, and usability analysis and improvement
 - c. to create De-Identified Data, aggregated analytics, and other information relating to emergency services use, responses, trends, and other analytics or data that RapidDeploy may determine from time to time; and
 - d. all other uses described in the RapidDeploy privacy policy with respect to Analytics Data.

Exhibit B

Service Level Agreement

Purpose

This document sets forth the Service Level Agreement (SLA) held between RapidDeploy and its Clients and/or prime contractors during the Subscription Term. This Service Level Agreement will include, but is not limited to, the platform (RapidDeploy) and guaranteed uptime thereof, the Client support process as outlined by the RapidDeploy support process, and the escalation processes and details to provide consistent and visible service delivery processes.

Definitions

“Planned Maintenance” means planned downtime of the RapidDeploy platform, as announced by RapidDeploy prior to the Services becoming unavailable.

“Monthly Uptime Percentage” is calculated by subtracting from 100%, the percentage of minutes during the month in which the RapidDeploy services were unavailable due to Severity 1 incidents. Monthly uptime percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

“Unavailable” and **“Unavailability”** in the context of RapidDeploy services, means where the platform is unresponsive or unreachable due to a fault or failure of the RapidDeploy technical delivery infrastructure and specifically excludes inability for Client to connect to the platform due to unavailability of Internet connectivity (primary or backup) or any other third-party products or services including, but not limited to, third-party integrations (including ALI), hardware, software, and infrastructure required to access and communicate with RapidDeploy services.

1. Service Reliability:

- a. RapidDeploy shall use proactive and technically appropriate measures to provide an uptime of 99.99% for the RapidDeploy Platform Services for the measurement period and subject to exclusions outlined below in **Section 2**.
- b. For unplanned downtime (an **“Incident”**), RapidDeploy will assign a trouble severity code and priority based on RapidDeploy’s assessment of the Event at the point of trouble identification. RapidDeploy will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Monitoring	Initial Response Time	Status Update Intervals
Severity 1 - Critical	<p>“Severity 1 Incident” means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the RapidDeploy Services and prevents ability to perform critical functions on the platform, excluding third party integrations.</p> <p>Associated with Client Platform outage or platform unavailability greater than or equal to 50% loss of usability of the system.</p>	24x7x365	15 minutes	30 minutes*
Severity 2 - Serious	<p>“Severity 2 Incident” means a non-catastrophic Event causing a significant component of the RapidDeploy Services to fail or to perform</p>	24x7x365	2 hours	8 hours*

RapidDeploy, Inc.

FEIN: 82-2768150

310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702

t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com

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	<p>materially different than design, creating significant inconvenience for normal functions but workaround exists to perform critical functions.</p> <p>Associated with service disruption to multiple users although not necessarily causing major financial or contractual risk to Client.</p>			
Severity 3 - Medium	<p>“Severity 3 Incident” means an Event that: (a) has minimal current impact on Client, and (b) causes a malfunction of a non-essential RapidDeploy Service feature.</p> <p>Minor business impact - individual users affected only.</p>	Business Hours	1 business day	N/A
Severity 4 – Low / Minor	<p>“Severity 4 Incident” means an Event that: (a) has low impact on Client, and (b) causes a malfunction of a non-essential RapidDeploy Service feature.</p>	Business Hours	2 business days	N/A

*For Severity 1 and 2 Events, RapidDeploy will provide continual support until the Event is resolved.

2. Service Level Measurement:

- RapidDeploy will measure uptime monthly based on platform uptime outside of all planned mutually agreed maintenance windows.
- RapidDeploy will measure platform downtime and unavailability based on Severity 1 incidents only, this includes any emergency downtime for resolution of Severity 1 incidents.
- RapidDeploy considers all third-party integrations to be non-essential functions to perform critical functions within the platform.
- RapidDeploy will provide availability reports for platform Service Levels within 3 business days following request of such information by Client or Prime Contractor (as applicable).

e. SLA Exclusions:

- The service level agreement does not apply to unavailability that results from a platform suspension or remedial action, as defined in the Master Agreement
- Due to factors outside of RapidDeploy's reasonable control, including any force majeure event, Client internet access, or problems beyond the demarcation point of the RapidDeploy infrastructure
- Resulting from any actions or inactions of the Client or any third party as can be reasonably determined
- Resulting from the equipment, software or other technology of the customer or any third party (other than third party equipment within RapidDeploy's direct control) including third-party maintenance

3. Service Hours:

- Service Hours are provided based on US Central Standard Time
- Business Hours: 7:00 am to 6:00 pm Monday to Friday, except Public Holidays
- 24x7: 24 hours per day, every day
- After Hours is defined as any time not included in Business Hours

4. Service Requirements:

- Client Internet Access:** In order to use the Service, a Client must have or must obtain access to the Internet, either directly or through devices that access Web-based content. A Client must also provide all equipment necessary to make and reliably maintain such connection to the World Wide Web, preferably with some failover redundancy provided for.

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- b. **Third-Party Software:** A Client must agree to use software produced by third parties, including, but not limited to "browser" software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by RapidDeploy and to follow secure logon procedures for services that support such protocols. A Client must acknowledge that RapidDeploy is not obliged to notify Clients of any third-party software upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks not owned or operated by RapidDeploy or telecommunications facilities, including, but not limited to, the Internet.

5. Client or Prime Contractor Points of Contact:

- Client or Prime Contractor shall identify and designate points of contact who will engage and interact with RapidDeploy support during Client Onboarding.
- Client or Prime Contractor designees will be provided access to RapidDeploy online support tools to log and track service requests.
- If Client or Prime Contractor experiences a Severity 1 incident impacting critical platform functions, that party shall also contact RapidDeploy's Client support
 - by e-mail at support@RapidDeploy.com
 - via telephone at +1(512)-488-6420.

6. RapidDeploy Points of Escalation:

	Title	Name	Phone / Email
Customer Support	Support Desk		Tel 512.488.6420 Email Support@RapidDeploy.com
Initial Escalation	Head of Support	Erik Cerbulis	erik.cerbulis@rapiddeploy.com
2 nd Escalation	VP, Customer Experience	Ryan Chandler	ryan.chandler@rapiddeploy.com
3 rd Escalation	Chief Revenue Officer (CRO)	Dami Bullock	dami.bullock@rapiddeploy.com

- Escalation Details: All incidents and requests will be escalated as per the relevant severity classification only once a service ticket has been issued.
- Once an incident has been logged with the RapidDeploy Service Desk, it is allocated the appropriate service level, Severity and/or category of service. This allocation dictates the manner in which the incident's lifecycle will be addressed.

7. Support Process:

- The support process starts when the Client has submitted a support request and RapidDeploy has opened a new a service ticket. All support actions, metrics and escalations will be linked and recorded against by the service ticket.
- Once a service ticket has been assigned, Tier 1 support will review the support request and assign the appropriate Severity, service level criteria and request type. If the request type is either a bug requiring technical assistance or a new feature request, the service ticket is passed to the development management team for assessment, prioritization and scheduling as part of the development delivery process.
- If the service ticket is for either a non-technical bug or general support request, the service ticket is then assigned to Tier 1 support for resolution. At this point the ticket will be subject to SLA timelines for initial response and updates. RapidDeploy will escalate beyond Tier 1 support as needed in order to resolve the incident in a timely manner.
- During assessment of and on completion / resolution of the service ticket, the Client will be provided with a resolution progress and feedback pertaining to their request.
- Training on the support process and usage of RapidDeploy support tools will be provided during Client onboarding.

8. Support Responsibilities: RapidDeploy shall –

- a. correct all Incidents in accordance with the required times and other terms and conditions set forth in this SLA, including by providing defect repair, programming corrections, and remedial programming;
- b. provide online access to technical support bulletins and other user support information and forums, to the full extent RapidDeploy makes such resources available to its other customers; and
- c. respond to and resolve all support requests as specified in this SLA.

9. Change Control / Release Management:

- a. **Service Interruptions and Advance Notice:** RapidDeploy will provide Client or Prime Contractor (as applicable) with at minimum 72 hours advance notice via email of all planned maintenance activities resulting in any service interruptions including any possible interruptions that may have a direct impact on RapidDeploy Service. RapidDeploy shall, where reasonably practicable, give to the Client at least 5 business days prior written notice of Scheduled Maintenance that is likely to affect the availability of the Services or is likely to have a material impact upon the Services; and RapidDeploy shall, where reasonably practicable, give to the Client at least 2 business days prior written notice of Unscheduled Maintenance that is likely to affect the availability of the Services or is likely to have a material impact upon the Services, but due to its nature, no notice is required for Emergency Maintenance.
- b. **Implementation of Updates/Maintenance:** RapidDeploy will execute any planned maintenance within the RapidDeploy service in a professional manner and Client or Prime Contractor shall be notified when maintenance activities have been completed.
- c. **Emergency Maintenance:** RapidDeploy shall perform emergency maintenance as necessary and will, if possible, give advance notice to Client or Prime Contractor. “Emergency” shall mean that RapidDeploy has become aware of a problem that, if an immediate remedy is not implemented, will prevent RapidDeploy from continuing to support and provide the elements and aspects of the RapidDeploy Service. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether RapidDeploy has achieved its service uptime goal.

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X RapidDeploy

Exhibit C – NG911 Bundle Statement of Work (SOW)

This document describes RapidDeploy's mutually agreed-upon solution and scope for Marion County, a Political Subdivision of the State of Florida (hereinafter referred to as "Client") for Radius Tactical Mapping and Eclipse Analytics as a supplement to the Software-as-a-Service Agreement ("Master Agreement").

1. Introduction

The purpose of this SOW is to describe the cloud-based Software-as-a-Service (SaaS) to be delivered to client with regard to the replacement/installation of their 9-1-1 tactical mapping system, the installation of their analytics and business intelligence platform (BI) system and the characteristics of the associated services at a summary level.

All products within RapidDeploy's SaaS public safety platform will be delivered leveraging Microsoft's Azure Government cloud and will be provisioned within RapidDeploy's Azure Government Tenant.

2. Scope Summary

Client Legal Entity Name:	Marion County, a Political Subdivision of the State of Florida
Client Address:	2710 E. Silver Springs Blvd, Ocala, FL 34470
Number of PSAPs:	Primary: 2 Secondary: 1 - BACKUP
Product Requested:	NG911 Bundle
RapidDeploy Quote # (incorporated by reference as Exhibit D - "Quote")	Quote # 229897
Number of Total Call-Taker Positions	Primary: Secondary: Ø
Contract Term:	5 YRS.
Name of Existing CHE/CPE Software Platform and Version #:	VESTA VERSION: R8.1.278.656
CHE/CPE Maintenance Provider	LUMEN
Number of EDG Device Installation Locations:	
Number of 9-1-1 Calls per Year	209,390

XRapidDeploy

3. Place of Performance and Language

The services for the Project will be provided primarily remotely. However, it is understood that on-site visits may be periodically required. Training sessions and method of delivery will be specified in the Radius and Eclipse Scope of Services.

All deliverables and system configuration will be completed in US English.

4. Project Background

The Client seeks a cloud-based tactical mapping platform to facilitate timely dispatching of Fire/EMS/Police/Sheriff to emergency incidents through the usage of the Radius integration with call-taking systems and other external data sources. The Client also seeks a cloud-based analytics and business intelligence platform to facilitate and provide insights into PSAP performance and timely dispatching of Fire/EMS/Police/Sheriff to emergency incidents.

Sample CAD ANI/ALI spill and Admin call data provided and validated?	
CDR (Call Detail Report) / i3 Logger data samples provided and validated?	
ANI/ALI and CDR / i3 Logger Data provided via Serial ports or IP?	
CHE Refresh Cycle Date (if applicable):	EVERY 5-7 YRS.
Is the call handling solution on-premise/standalone or hosted?	ON PREMISE / STANDALONE
GIS Hosting Option	
Primary/Secondary Map:	
Primary Internet Connection [LAN/Satellite/etc.]:	
EDG Internet Connection [LAN/Satellite/etc.]:	
Redundant Internet Connections [LAN/Satellite/etc.]:	

5. Project Fees and Fee Schedule

Payment Terms shall be governed by the Master Agreement. Any changes in scope, timelines, or pricing will be addressed via the Change Order Process as described in the Master Agreement. All future subscriptions and costs following initial SaaS Availability will be governed by the Master Agreement terms and conditions.

5.1. Implementation Fees

Milestone payments for Implementation Fees for this Project will be due upon completion of Project Milestones in accordance with the schedule in **Exhibit D – Quote**.

5.2. SaaS Fees

Annual SaaS subscription fees as defined in **Exhibit D – Quote** shall be payable upon provisioning and availability of Client Tenant and completion of the **SaaS Availability Milestone**.

The **SaaS Availability Milestone** shall be deemed complete when the RapidDeploy Product has been provisioned for the in-scope PSAPs and access granted to Client.

RapidDeploy shall present SaaS Acceptance Form to Client for signature upon completion of the SaaS Availability Milestone. Subsequent annual subscriptions shall be subject to the terms and conditions of the Master Agreement.

6. Project Activities

The project activities are defined in the Scope of Service, including the order of activities, duration, and task owner.

A Work Breakdown Structure (“WBS”) will be developed and agreed with the client which outlines the activities that will occur over the course of the project. While these are outlined in sequential order in the WBS, many of these activities will occur in parallel and/or overlap to some degree during the project. The specifics of activity timelines and durations will be defined in detail in the Project Plan (Schedule), which will be developed and finalized during the Project Initiation phase.

Requirements Validation shall be a collaborative effort between RapidDeploy and Client and will commence as soon as practical following receipt of fully executed Master Agreement and Purchase Order.

7. Radius Product

7.1. Radius Product Specifications

7.2. Radius Scope of Services

8. Eclipse Analytics

8.1. Eclipse Product Specifications

8.2. Eclipse Scope of Services

EXHIBIT D - QUOTE

**WESTWIND**

5655 Jefferson Blvd NE, Ste B
 Albuquerque, New Mexico 87109
 p. 505-345-4720
 f. 505-345-4419
<http://www.westwindcomputerproducts.com>

Quotation

Quote #	229897
Terms	NET 30
Contact	Michelle Hirst Michelle.Hirst@marionfl.org
Quote Date	3/10/2025
Expires	4/9/2025

Sales Rep: John Fresquez
john.f@wwcpinc.com
 p. 5053454720

Customer

Marion County, a Political
 Subdivision of the Stat
 Michelle Hirst
 2710 E. Silver Springs Blvd.
 Ocala, FL 34470
 000000000
Michelle.Hirst@marionfl.org

Bill To

Marion County, a Political Subdivision of
 the State of Florida
 Accounts Payable
 2710 E. Silver Springs Blvd.
 Ocala, FL 34470

Ship To

Marion County Public Safety
 Communications
 2710 E. Silver Springs Blvd.
 Ocala, FL 34470

Description	Customer PO	Contract	Ship Via
RapidDeploy/SLED			Other Carrier

Item	Mfg	Part #	Qty	Description	Price	Extended Price
1				Year 1 (April 1, 2025- September 30, 2025)		
2	RapidDeploy, Inc	RPD-AC-001	48	RapidDeploy NG9-1-1 Bundle PSAP Mapping and PSAP Analytics per callhandling position license per month	\$2,160.85	\$103,720.80
3				Years 2 - 5 Thereafter		
4	RapidDeploy, Inc	RPD-AC-001	48	RapidDeploy NG9-1-1 Bundle PSAP Mapping and PSAP Analytics per callhandling position license per month.	\$4,320.00	\$207,360.00
5	RapidDeploy, Inc	RPD-AC-001	48	RapidDeploy NG9-1-1 Bundle PSAP Mapping and PSAP Analytics per callhandling position license per month.	\$4,320.00	\$207,360.00
6	RapidDeploy, Inc	RPD-AC-001	48	RapidDeploy NG9-1-1 Bundle PSAP Mapping and PSAP Analytics per callhandling position license per month.	\$4,320.00	\$207,360.00
7	RapidDeploy, Inc	RPD-AC-001	48	RapidDeploy NG9-1-1 Bundle PSAP Mapping and PSAP Analytics per callhandling position license per month.	\$4,320.00	\$207,360.00

Notes:

Purchasing will be through GSA MAS Contract #47QTCA19D00MM
 POP Dates
 Year 1 service will begin April 1, 2025 and end on September 30, 2025
 with each renewal occurring October 1st of the following years.

Sub Total: \$933,160.80

Shipping and Handling: \$0.00

Tax Rate: (0.000000) \$0.00

Total \$933,160.80

Year 1 April 1, 2025 - September 30, 2025
 Year 2 October 1, 2025 - September 30, 2026
 Year 3 October 1, 2026 - September 30, 2027
 Year 4 October 1, 2027 - September 30, 2028
 Year 5 October 1, 2028 - September 30, 2029

Westwind is a Woman-Owned HUBzone Certified Small Business
 Tax ID #85-0441639
 DUNS # 87-6868563
 UEI #ZF2JKBE7K285
 Cage Code: 075E1

Terms: Net 30 & FOB destination. Conditions: Prices are valid for 30 days unless otherwise noted. All returns must be processed within 30 days. A restocking fee of 25% may apply. Unless otherwise indicated, this quote contains confidential or privileged information and is only intended for use by the listed company or agency. The acceptance of this PO acknowledges that the supplier/distributor is in compliance with the cybersecurity supply chain risk management requirements according to NIST SP 800-161r1.

Signature page follows.

FOR REVIEW



Client Acknowledgement

This Statement of Work between RapidDeploy and Marion County, a Political Subdivision of the State of Florida shall become effective when signed by authorized representatives of both parties and provided that detailed information and considerations must be taken into account for successful implementation of the solution.

By initialing below, Client acknowledges receipt of and compliance with the requirements detailed in the associated document.

RapidDeploy Radius Product Specifications

RapidDeploy Radius Scope of Services

RapidDeploy Eclipse Product Specifications

RapidDeploy Eclipse Scope of Services

RapidDeploy EDG Interface Requirements

Client, by signing below, (i) indicates that the Statement of Work has been read and the terms outlined within have been accepted.

RapidDeploy

Marion County, a Political Subdivision of the State of Florida

DocuSigned by:
Dami Bullock
By: 3065DED3AE048...
(Authorized Agent or Representative)

By: _____
(Authorized Agent or Representative)

Dami Bullock
(Typed or Printed Name)

(Typed or Printed Name)

COO
(Title)

(Title)

01/28/2025
(Date)

(Date)

Radius Emergency GIS Mapping Services Product Specifications

States, counties, and cities developing advanced cloud GIS services have a need to deliver location data securely and reliably to PSAPs for emergency calls alongside supplemental data call data and situational awareness data, available now and in the future.

When seconds count, Emergency Services need a single pane of glass to fuse all available integrated to the 9-1-1 Call Processing Equipment providing a full view of the emergency and the risk to first responders to route the right resources quickly and efficiently.

Radius 9-1-1 Call Taking Map

Integrated with 9-1-1 Call Processing Equipment Radius connects directly with the Cloud Hosted GIS Services ensuring the most current and accurate data is used to determine the location of callers. Radius provides a statewide platform to deliver authoritative GIS data, commercially available GIS data, and supplemental call-taking data and supports legacy 9-1-1 networks, ESInet core services, and compatibility with advanced ESInet capabilities such as PDIF LO ingestion and plotting the event on the map seamlessly.

Radius Call-Taking Experience

Radius provides a seamless experience for call takers by automatically indexing the map to the location of the 9-1-1 call being answered to display the location of the caller, available supplemental data and situational awareness data quickly and automatically. When seconds matter Radius seamlessly fuses together all available information and modern communication tools in a single pane of glass.

Situational Awareness Data

- **Live traffic** integration, Waze Data, Waze Alerts
- **Satellite Imagery** from both commercial data partners such as Google, Esri, and Microsoft as well as authoritative aerial imagery via Esri integration.
- **Indoor floor plans** can be displayed automatically with caller location plotted directly on the map in either Esri GIS or Geo Tiff file formats for improved situation awareness.
- **CCTV Video feeds** are easily displayed by Esri interface that shows the location and one click streaming directly on the map in relation to 9-1-1 calls.
- **Esri native integration** tools enable agencies to quickly and easily integrate public and private Esri content such as trail maps, critical infrastructure locations, and resource status.

Advanced Mapping Tools

- **Forward/Reverse Geocoders** – unlimited number of geocoders can be configured and ranked enabling the use of both authoritative and commercial geocoders simultaneously.
- **Map Discrepancy Reporting** – users can quickly and easily flag map discrepancies which automatically route to GIS managers for review and validation.

- **Temporary Map Markups** – Users can identify and annotate areas and regions within the map specifying the time the temporary map markups should be visible to all users in the agency. This enables agencies to quickly communicate large-scale emergency events, public events such as parades, or disasters such as wildfires, and floods.

Supplemental Caller Location Data

- **Supplemental Mobile Device Location** Integration, allowing call-takers and Dispatchers to see supplemental location information from Apple EED and Google ELS including caller in motion.
- **Integration with ANI/ALI** via patented Emergency Data Gateway Device to capture and transmit CAD Spill data securely to the cloud.
- **Abandoned mobile call visibility** - Mobile Caller location is displayed on the map and signals queue even when the voice call is not connected.
- **Visualize misrouted calls** – Radius state-wide deployments enable each PSAP to see the location of mobile callers on the map and identify if that caller has been routed to an adjacent PSAP to see which PSAP answered the call.

Modern Communication Tools

- **RapidLocate** feature allows the call taker to send an SMS to a smartphone via Radius and return that phone's exact latitude and longitude (mobile phone data connection required).
- **RapidVideo** feature allows the call taker to send an SMS to a smartphone via Radius and turn the phone into a live recorded video stream that plays back to the Dispatcher, as well as returning the exact latitude and longitude.
- **Two-Way SMS Texting** with native translation services built-in, allowing call-takers and dispatchers to communicate directly with callers outside of traditional text-to-9-1-1. Preconfigured messages can be configured by the agency.

Vehicle Crash Telematics Data

- Correlated with ANI/ALI and Mobile Location Caller Data, Vehicle Telematics data is displayed as additional data which provides detailed location, vehicle propulsion data, condition, number of passengers, and, when available, calculated Injury Severity Prediction.

School Emergency Data

Radius provides an advanced, fully integrated, school and public building emergency workflow that allows agencies to connect and automatically correlate, authoritative GIS, caller location, Panic Button Data, Indoor Floor Plans, and mass communication tools.

- Audible alerts and display are configurable enabling agencies the flexibility to configure emergency data per their SOPs.
- Radius integration to PSAP CPE ensures that Panic Button Callers are immediately identifiable, and their location is plotted on indoor floor plan data when available saving valuable seconds in those most critical calls.
- Radius Modern Communication tools include the ability to text from 9-1-1 with translation and initiate streaming video services to see what the caller sees providing critical situational awareness.

Esri Native, Public Safety Grade, Secure platform to ingest and correlate an agency's authoritative GIS data with commercially available Esri GIS Services and Supplemental Data to provide a comprehensive situational awareness for every 9-1-1 call.

- Ability to integrate and natively display more than 20 base maps and feature layers, including ESRI, Google, Waze, TomTom, Azure Location Services, Bing, OpenStreetMap, and others.

- Deep ESRI integration with the ability to utilize agency REST service base maps and feature layer metadata natively within Radius.
- Esri Data can be deployed state-wide or by individual agencies ensuring the most relevant and critical data is available for the specific needs of the individual agency.
- In the event of a PSAP evacuation or outage, call takers can log into the Radius platform from any accessible internet-accessible computer and access data specific to their county and region.

The Power of the Cloud

- **Redundancy** – Supplemental mobile caller location (ELS & EED) data is delivered outside of the 911 network and correlated with 911 call data when received at the CPE. In the event of a 911 network failure, Mobile 9-1-1 callers will remain visible on the map and in the signals queue, enabling PSAPs to initiate contact with 9-1-1 callers even when their voice call is not routed to the PSAP.
- **Resiliency** – In the event of a PSAP evacuation or outage, call takers can log into the Radius platform from any accessible internet-accessible computer and access data specific to their county and region.

Radius Scope of Services

SaaS Product Offering

RapidDeploy products are offered as a Software as a Service (SaaS) which is always up to date and will grow and expand with the needs of the customer, providing a platform to deliver continuous improvements as new data, technology, and services become available to 9-1-1 networks and PSAPs.

- Hosted in the Microsoft Azure Cloud (Government Azure Cloud for US Government Agencies), the RapidDeploy platform is secure, redundant, resilient, and scalable for dynamic workloads.
- Every RapidDeploy customer is maintained on the same code base. As new features and functions are implemented, every customer will receive those upgrades as a part of their monthly SaaS subscription.
- System upgrades and new features and capabilities are also rolled out in real time without any loss of service.

Software as a Service Licensing

RapidDeploy offers cloud native Software as a Service (SaaS) products which are licensed based on the number of authorized seats. The Annual SaaS Subscription fee is calculated based on the number of licenses at the monthly license price for 12 months. Changes to the number of users or licenses required by the end customer will be reviewed on an annual basis and adjustments to the number of licenses or users will be made, if required.

SaaS Subscription Fees

The annual subscription for Eclipse software is due upon completion of the SaaS Milestone, as defined above, and execution of the SaaS Acceptance Form. RapidDeploy charges our SaaS subscription on an annual basis in advance. The subscription cost is due annually on the anniversary date from the date the SaaS was initially made available to the customer (SaaS Availability Milestone date).

Milestones, Acceptance Criteria

RapidDeploy standard SaaS Availability Milestone criteria are listed below and when completed represent the achievement of the milestone. These standard milestones are made a part of the agreement unless alternative milestone criteria is detailed in Exhibit D Quote.

The completion of delivery tasks, availability of features, capabilities, or services as detailed in the below milestone summary or milestone summary provided as part of Exhibit D represent acceptance and agreement.

Milestone Title	Acceptance Criteria	Charges / Fees
SaaS Availability	<ul style="list-style-type: none"> Project Kickoff meeting conducted Draft Project plan created and shared for review Tenant(s) created and standard configurations applied (including RapidLocate, RapidVideo, and SMS Provider for Radius, as applicable) Signals for Supplemental Device Location Service are enabled (Geofence is approved and configured) System Administrators and/or Key Stakeholders provided access to tenants and RapidDeploy Learning Management System (LMS), as mutually deemed necessary 	Annual SaaS Subscription Fee

Delivery of Radius – Required Customer Activities

The following activities are owned by the customer and RapidDeploy and must be completed as part of the initial requirements validation (discovery) phase:

- Confirm client can provide ANI/ALI Spill outputs via configured Serial ports from the Call-Handling system or via IP if approved by RapidDeploy.
 - Once the connection is established between Client's call-handling system, the RapidDeploy implementation team will apply an initial parsing profile and will monitor parsing accuracy for up to 5 business days. If anomalies are discovered, RapidDeploy will adjust the parsing profile as needed to address them and may, in some cases, engage the Client to investigate further to determine the adjustments that are needed. This DOES NOT constitute a dependency for Client SaaS Acceptance (per Section 5.2) and is considered normal course of deployment activities.
 - In cases where Client has an integrated Text-to-911 solution in place and Text-to-911 calls are ingestible by the EDG device from the Client's call-handling system, additional custom parsing logic may be required. To properly ingest and plot Text-to-911 calls in Radius, the following data elements must be present in the ALI spill: Date/Time, Class of Service, Lat/Long, and Agent Position ID/#. RapidDeploy will work with the Client to confirm if this is the case and will collaborate with the customer and any third-party providers (e.g., CPE maintenance vendor) to determine what, if any, parsing logic adjustments are required. As this is considered non-standard for RapidDeploy implementations, this DOES NOT constitute a dependency for Client SaaS Acceptance.
- Confirm Client approach to running RD Product on the floor (workstation access, internet, browser).
 - Radius is a powerful primary 9-1-1 call taking mapping application accessed by end users at the PSAP workstation on any chromium-based browser accessing the Azure Government Cloud. Chromium browsers can reside on a dedicated PC, CAD PC, CPE/CHE PC or Admin PC. While not a requirement, to provide an optimal user experience, Radius is best used on a dedicated monitor on the same computer as the call-taking application, which enables the user to easily copy and paste supplemental call data directly into call-taking and/or CAD systems and ensures every element of supplemental data is simultaneously displayed while the 911 call is being answered and handled.
- Complete EDG Request for Information (RFI) form for all in-scope PSAPs, review and confirm ability to meet URL Whitelisting requirements (for web application operations) and IP Whitelisting and network connectivity requirements (for EDG installs)
- Review and confirm ability to meet Hardware and Network specifications to support operations of RD products within Client environment.
- Review and confirm technical approach for GIS data/service creation and management and ability to publish and host desired GIS services as ESRI REST services, (including determining if 3rd party is required) per RapidDeploy GIS Data Requirements.
- Planned Client Upgrades – Document Client's planned upgrades to CHE/CPE equipment with vendors, versions, and timelines which may impact overall Project timelines.

Following the completion of the Requirements Validation Phase, RapidDeploy and Client will mutually agree on a Project Plan (Schedule), a Formal Project Kickoff Date, any updates to this Statement of Work, and Estimated Onboarding Completion Date. Should discrepancies be discovered after Requirements Validation is completed during the course of the implementation effort, RapidDeploy reserves the right to adjust the Project Plan (Schedule) to accommodate any impacts that result from such discrepancies or new information that is discovered.

Customer acknowledges receipt of the following requirements documents and confirms adherence to the requirements outlined therein:

1. RapidDeploy Radius Hardware Requirements
2. RapidDeploy Radius Network & URL Whitelisting Requirements
3. RapidDeploy EDG Interface Requirements
4. RapidDeploy Radius GIS Data Requirements

Integration to Call Handling / Call Processing Equipment

Radius utilizes RapidDeploy's Emergency Data Gateway (EDG) device which directly connects to a PSAP's on-premise or hosted Call Handling Equipment, enabling RapidDeploy products to retrieve the network location of 911 calls (ALI Spill) directly from the 9-1-1 Call Handling Equipment and display them on the Radius map. The EDG device integrates with Call Handling Equipment in one of two ways:

1. CAD spill port using a serial cable connection
2. IP-based network ingestion via ENTRA solution or TCP listener

It is mutually understood that the following services will be provided by the customer, prime contractor, or third party and are out of scope for RapidDeploy:

1. Installation of EDG device(s)
2. Connectivity for EDG device(s)
3. Field Service and Support for EDG device(s)

CHE Changes

RapidDeploy will integrate with the customer's existing Call Processing Equipment (CPE). RapidDeploy requires 1 month advance notice of any CPE changes, such as a migration to a new vendor, migration to a new version, and changes to ALI spill format. Failure to provide notice may result in temporary unavailability of the product for use.

Training

RapidDeploy's best-practice is to tailor the training program using RapidDeploy provided training and learning resources, with end-user training being driven by our clients.

Training activities for the Project are defined as follows:

1. Training Approach and Plan

At the appropriate time during the project, RapidDeploy will conduct a Training Kick-off with the Client to define scope of training needs, led by the Client's assigned Customer Success Manager (CSM). This will include defining the delivery method(s), target audiences, and any additional relevant information to promote successful training of Client stakeholders and end users. The agreed-upon approach for Training will be documented and shared with Client stakeholders via email.

Unless otherwise specified, all training will be provided via the RapidDeploy Academy online Learning Management System (LMS), an on-demand training portal available 24/7/365. Should in-person training, live

webinar training sessions, and/or a significant number of "Office Hours" sessions be requested by the Client, the RapidDeploy team will work with the Client to agree on an approach, which will be documented and reviewed. There may be an additional charge required if in-person and/or live webinar training sessions are desired by the Client.

2. Radius System Administrators Training

System Administrators will be given access to Radius System Admin training modules in the RapidDeploy Academy. The primary audience for these training modules is PSAP training staff and/or supervisors who will then be able to enroll and direct the attendance of PSAP end users.

3. Radius End-User Training

Radius End-User training modules are tailored to front line PSAP personnel and administered at a self-directed pace while seated at a console. System Administrators/Supervisors will be responsible for monitoring completion of the RapidDeploy Academy curriculum by the end users. Once complete, end users will receive a certificate.

4. "Office Hours" Live Training Sessions

If requested and agreed, RapidDeploy will schedule and conduct a live, instructor-led webinar session to answer questions and provide in-depth review of specific application functionality, as requested by the Client. The RapidDeploy Customer Success Manager will work with Client to determine the quantity and timing of this session(s) based on need and availability of RapidDeploy staff.

In-depth training videos and training guides will also be made available to all PSAP end users via the Help Center, which can be accessed directly from the Support Portal within the RapidDeploy Radius application.

SaaS Operation - Customer Success

Customer Success (CS)

RapidDeploy's Customer Success (CS) team works with all customers post-onboarding to drive on-going satisfaction and promote objective attainment across involved stakeholders. Our CS team's goal is to help every customer get the most from our products and services. As organizations grow, adjust policies and procedures and as products are updated, CS works with customers to support on-going training activities via the RapidDeploy Academy and other channels, define and improve workflows using our products, and answer questions to drive alignment and overall success.

Feature and Enhancement Requests

Customers are our greatest source of inspiration. New feature and functionality requests are fielded by the assigned Customer Success Manager (CSM) and can also be submitted via the online help center or by emailing the RapidDeploy Support team. Requests are evaluated, prioritized, and planned with the help of our Customer Advisory Board (CAB), which is comprised of both customers and industry leaders.

Product enhancements include updates to workflows, reporting, administration, integrations, display, or user interface improvements. As a SaaS product, enhancements are included and made available to existing customers at no additional cost. New modules or additional product functionality may be developed, and these new modules may have an additional cost, new functionality are generally considered new functionality or capabilities that expand the use of the product, the types of users or the role of the users.

Vulnerability Risk Assessments

RapidDeploy completes external vulnerability and risk assessments with both third-party organization and automated security and vulnerability services. Vulnerabilities are categorized by severity and risk and added as planned software updates or critical software patches.

Platform Upgrades, New Releases

Through our SaaS delivery model, we maintain a single and unified codebase for all our customers with new features and capabilities feature flagged for activation upon user acceptance. Upgrades and new features are deployed on a scheduled and ongoing basis, in collaboration with Client and local stakeholders. If a new feature is not desired for Client or any of the PSAPs, the flag for the feature can be set to disable rather than executing a roll back of code. Each formal release is based on versioned components—each of which are rolled individually back if deemed necessary.

Critical Software Patch Release Process (HOT FIX)

RapidDeploy at its discretion may choose to complete a critical software patch or update outside of the normal release schedule when a vulnerability or software error presents a significant risk to customer operations.

Terms of Use

Use of the Services

Client may use the Services only: (i) during the Subscription Term; (ii) for Client's internal business purposes; and (iii) in accordance with this Agreement and the Documentation. Client shall notify RapidDeploy of each billing metric added for purposes of using the Services. Client may only use the Product(s) it selects, and any further and future products, services, features, or functionalities may be requested from RapidDeploy and additional fees and charges may apply. On or after the Effective Date (as referenced in the relevant Order Form), RapidDeploy shall create an Account for Client to access the Services and shall provide Login Credentials to Client for that Account. To use the Services, Client must register and set up an authorized Account with Login Credentials. Client is responsible for any use of the Services that occurs under its Login Credentials, and Client is responsible for its Users' compliance with this Agreement. If Client becomes aware of any User's violation of this Agreement, Client shall promptly terminate that User's access and use of the Services.

Restrictions

To the extent expressly permitted in this Agreement or required by law, Client shall not, directly or indirectly, or permit any third party to: (i) republish or redistribute any content or material (including any output generated by Client) from the Services; (ii) make any alteration or modification to or translation of the Services; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, process flows, technical structure/architecture or other trade secrets of the Services; (iv) resell, distribute or sublicense the Services; (v) develop a product or service similar to or competitive with the Services having any functional attributes, visual expressions, or other features similar to those of the Services; (vi) introduce or upload to the Services any Prohibited Content; or (vii) use the Services (a) in a way prohibited by law, regulation, or governmental order or decree, (b) to violate any rights of others, (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Services or any other service, device, data, account, or network, (d) to distribute spam or malware, (e) in a way that could harm the Services or impair anyone else's use of it, or (f) in a way intended to work around the Services' technical limitations, recurring fees calculation, or usage limits.

Ownership of the Services

RapidDeploy and its suppliers own and retain all right, title, and interest in and to the Services and any related RapidDeploy software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any Analytics Data. Client's rights to use the Services are limited to those expressly granted in this Agreement. No other rights with respect to the Services, any related RapidDeploy software, or any related Intellectual Property Rights are implied.

Ownership of Content

Client and its Users retain all right, title and interest in and to any Client Content and all Intellectual Property Rights in the Client Content. Client's rights to access and use Client Content via the Services are limited to those expressly granted in this Agreement. Client hereby grants RapidDeploy a worldwide, non-exclusive, transferable, sublicensable, royalty-free, fully paid license to use the Client Content as necessary to provide the Services to Client under this Agreement and in accordance with its rights and obligations under this Agreement. Client Content will be returned to Client in a format reasonably determined by RapidDeploy upon written request following the expiration or termination of this Agreement.

Other Emergency Communications Service Provider Authorization~~A~~

Client hereby authorizes RapidDeploy to provide "other emergency communications services" pursuant to 47 U.S.C. § 615b. These services include, but are not limited to, acquiring and transmitting Apple End-User EED Data, Google Android End-User ELS Data, and supplemental data from other sources to Client for the purpose of assisting in an emergency. Client and acknowledges and agrees that RapidDeploy is and shall be an "other emergency communications service provider" in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and shall be subject to the immunities and other protections from liability set forth in U.S. Code Title 47., Chapter 5., Subchapter VI., 615b.

Data Security and Privacy

The terms and conditions that govern the parties' respective rights and obligations arising from and relating to data protection and data privacy are set forth in **Exhibit A** to this Agreement (the "**Data Protection Addendum**").

Support and Service Level Agreement

RapidDeploy shall provide Support in respect of the Services during the Subscription Term in accordance with Service Level Agreement as defined by CONTRACT FOR SERVICES C-585-23-002 Exhibit C. RapidDeploy shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week.

Third Party Content

As part of Client's use of the Services, Client may receive access to Third Party Content or sensitive Third-Party Content that is only accessible with the use of digital certificates. Client is responsible for complying with, and causing its Users to comply with, any terms that may be presented to Client when Client accesses that Third Party Content. RapidDeploy will determine in its sole discretion whether to (i) obtain digital certificates on Client's behalf and assign or transfer such certificates to Client, or (ii) require Client to obtain digital certificates itself. In the event RapidDeploy obtains digital certificates on behalf of Client and assigns or transfers those digital certificates to Client, Client will be responsible for complying with, and causing its Users to comply with, any terms and conditions presented by the provider of such digital certificates, and may be required to enter into a separate agreement with the provider of such digital certificates as a condition of accessing sensitive Third Party Content. Third Party Content is available "AS IS" without indemnification, support (unless otherwise specified), or warranty or condition of any kind. RapidDeploy, any provider of Third Party Content, and any provider of digital certificates necessary to access sensitive Third Party Content may suspend or terminate provision of any Third Party Content at any time, and that suspension or termination will not be deemed a material, detrimental change or a breach of this Agreement.

Third Party Interfaces

Generally, RapidDeploy does not charge our clients one-time implementation charges for platform interfaces on the presumption that these will be delivered in a standardized and configurable manner and available to all RapidDeploy Clients.

It is mutually understood that Client may need to provision separately with existing third-party providers for accessing and activating direct connection from RapidDeploy's platform to third-party paid-for services. Client will provide those credentials to RapidDeploy to connect and integrate with such services.

Eclipse Analytics Product Specifications

Eclipse Analytics is RapidDeploy's cutting edge analytics platform that ingests your phone system (Call Data Record/CDR) into the cloud and generates unique insights and reports, including predictive and prescriptive analytics. The solutions are built on Microsoft Power BI and can be deployed alongside the agency's current 9-1-1 system. Eclipse Analytics goes above and beyond the standard PSAP reporting capabilities by offering a powerful, easy-to-use data discovery platform that assists PSAPs in addressing challenges such as workforce management and staffing or the lack of quality insights into call volumes and call transfers.

The following highlights the key capabilities and differentiators with Eclipse Analytics:

- Natural Language Query – access data quicker and more efficiently
- Staffing Analytics and Planning – make data-driven staffing decisions
- Call Detail Search – review the data behind every call
- Standard Reports Suite – easy access to frequently needed information
- Automated Report Scheduling and Electronic Delivery – get the information in your inbox
- Self-Service Analytical Reports – get quick answers to questions
- Interactive and Drillable Analytics – dive deeper for more information

Increase Understanding and Awareness of PSAP Performance

- User-friendly, flexible reporting with the ability to view key PSAP metrics including Answer Time, Hold Time, Process Time, Talk Time, Answer Time Compliance to Standard, Abandoned Calls and Transfer Calls
- Visualize individual performance metrics for a call taker
- Understand different variables that affect the overall time to process an incoming call
- Ability to explore data in depth

Call Reports

- Voice and General Text report, by ESN, Trunk, PSAP, Shift, Call Taker, Position, Class of Service and Time Period
- Complete call history from beginning to end
- Data export capabilities
- Search by call taker, address, date or phone number

Natural Language Querying

- Allows the user to easily create new reports by typing in what they want to see and how they want to see it, like internet search engines
- Eliminate the need for hundreds of standard canned reports with the use of on-demand reports
- No programming skills required

Staffing Forecast

- Visualize volume trends and optimize staffing levels easily
- Model based on call volume variations, changes to answer time goals, etc.

- Forecast call compliance to meet NENA or state requirements
- Reduce telecommunicator burnout by anticipating demand

Technical Requirements

- Procurement and installation of RapidDeploy approved web browser is out of scope for RapidDeploy.
- Internet connectivity to access the Eclipse platform is out of scope for RapidDeploy.
- Customer will provide necessary workstation hardware required to run the Eclipse web application at all PSAPs.
- EDG installations will require URL Whitelisting and IP Whitelisting.
- Features and Reports might not be available to all Client or Client locations. CPE/CHE deployment types and whether RapidDeploy can reliably and consistently get data will affect the availability of any feature at one or all Client locations. In order to deliver the intended behavior for each report, the required attributes listed for each report will need to be provided by the CDR/i3 feed. Some reports, filters, and features will be unavailable in the event not all required attributes are available. For clarity, Client must have Integrated Text-to-9-1-1 provided in the CDR or i3 logging feed to leverage for features and reports.
- All data in Eclipse is retained for 5 years unless otherwise required by applicable law, rule, regulation, or the terms and conditions of Client's contract with RapidDeploy.

Eclipse Scope of Services

SaaS Product Offering

RapidDeploy products are offered as a Software as a Service (SaaS) which is always up to date and will grow and expand with the needs of the customer, providing a platform to deliver continuous improvements as new data, technology, and services become available to 9-1-1 networks and PSAPs.

- Hosted in the Microsoft Azure Cloud (Government Azure Cloud for US Government Agencies), the RapidDeploy platform is secure, redundant, resilient, and scalable for dynamic workloads.
- Every RapidDeploy customer is maintained on the same code base. As new features and functions are implemented, every customer will receive those upgrades as a part of their monthly SaaS subscription.
- System upgrades and new features and capabilities are also rolled out in real time without any loss of service.

Software as a Service Licensing

RapidDeploy offers cloud native Software as a Service (SaaS) products which are licensed based on the number of authorized seats whose 911 and admin call taking activities data is recorded. The Annual SaaS Subscription fee is calculated based on the number of licenses at the monthly license price for 12 months. Changes to the number of users or licenses required by the end customer will be reviewed on an annual basis and adjustments to the number of licenses or users.

SaaS Subscription Fees

The annual subscription for Eclipse software is due upon completion of the SaaS Milestone, as defined above, and execution of the SaaS Acceptance Form. RapidDeploy charges our SaaS subscription on an annual basis in advance. The subscription cost is due annually on the anniversary date from the date the SaaS was initially made available to the customer (SaaS Availability Milestone date).

Milestones, Acceptance Criteria

RapidDeploy shall present SaaS Acceptance Form to Client for signature upon completion of the SaaS Availability Milestone. RapidDeploy's standard SaaS Availability Milestone criteria are listed in Radius Scope of Services above.

Delivery of Eclipse – Required Customer Activities

The following activities are owned by the customer and must be completed as part of the initial requirements validation (discovery) phase:

1. Confirm Customer can provide Call CDR (Call Detail Record) or i3 Event Log outputs via configured Serial ports from the Call Handling system or via IP if approved by RapidDeploy.
2. Confirm Customer approach to running RD Product on the floor (workstation access, internet, browser).
3. Complete EDG Request for Information (RFI) Form for all in- scope PSAPs, review and confirm ability to meet URL Whitelisting requirements (for web application operations) and IP Whitelisting and network connectivity requirements (for EDG installs).
4. Review and confirm ability to meet Hardware and Network specifications (incl. bandwidth requirements) to support operations of RD products within Customer environment (control room and mobile).
5. Planned Customer Upgrades (if applicable)– Document Customer’s planned upgrades to CHE/CPE equipment with vendors, versions, and timelines which may impact overall Project timelines.

Following the completion of the Requirements Validation Phase, RapidDeploy and Client will mutually agree on a Project Plan (Schedule), a Formal Project Kickoff Date, any updates to this Statement of Work, and Estimated Onboarding Completion Date. Should discrepancies be discovered after Requirements Validation is completed during the course of the implementation effort, RapidDeploy reserves the right to adjust the Project Plan (Schedule) to accommodate any impacts that result from such discrepancies or new information that is discovered.

Note: A Radius tenant will be created and configured for each in-scope PSAP as part of the project deployment. This is required to enable the capture of additional ALI data updates as part of call data ingestion. RapidDeploy will also configure Supplemental Device Location Services, using the in-scope PSAP geofence boundary. The Radius tenant will not be accessible to Client and will only be used by RapidDeploy unless a contract amendment is executed to add Radius to the subscription contract.

Customer acknowledges receipt of the following requirements documents and confirms adherence to the requirements outlined therein:

1. RapidDeploy Eclipse Hardware Requirements
2. RapidDeploy Eclipse Network & URL Whitelisting Requirements
3. RapidDeploy EDG Interface Requirements

Integration to Call Handling / Call Processing Equipment

It is mutually understood that the following services will be provided by the customer, prime contractor, or third party and are out of scope for RapidDeploy:

1. Installation of EDG device(s)
2. Connectivity for EDG device(s)
3. Field Service and Support for EDG device(s)

Data Retention and CHE Changes

RapidDeploy will integrate with the customer’s existing Call Processing Equipment (CPE). RapidDeploy requires 2 months advance notice of any CPE changes, such as a migration to a new vendor, migration to a new version, and migration from traditional CDR to an i3 event logger. Failure to provide notice may result in lost data. Recovery of data or re-onboarding of a new CPE may require additional services to be quoted at the time of notice.

For customers who would like to extend their data retention beyond 5 years, an additional annual fee will be applied based on the overall call volume, for each year up to 10 years. Eclipse will begin aggregating data when the integration with the customer’s existing CPE is complete. Uploading historical CDR data is possible to get jump-started with Eclipse, but also presents an additional onboarding effort. Upload requests will be evaluated for feasibility and a one-time fee may be applied based on the estimated effort and call volume of data being uploaded.

Training

RapidDeploy's best-practice is to tailor the training program using RapidDeploy provided training and learning resources, with end-user training being driven by our clients (i.e., "Train-the-Trainer").

Training activities for the Project are defined as follows:

1. Training Approach and Plan

At the appropriate time during the project, RapidDeploy will conduct a Training Kick-off with the Client to define scope of training needs, led by the Client's assigned Customer Success Manager (CSM). This will include defining the delivery method(s), target audiences, and any additional relevant information to promote successful training of Client stakeholders and end users. The agreed-upon approach for Training will be documented and shared with Client stakeholders via email.

Unless otherwise specified, all training will be provided via the RapidDeploy Academy online Learning Management System (LMS), an on-demand training portal available 24/7/365. Should in-person training, live webinar training sessions, and/or a significant number of "Office Hours" sessions be requested by the Client, the RapidDeploy team will work with the Client to agree on an approach, which will be documented and reviewed. There may be an additional charge required if in-person and/or live webinar training sessions are desired by the Client.

2. System Administrators Training

System Administrators will be given access to Eclipse System Admin and Eclipse End User training modules in the RapidDeploy Academy once PSAP-specific data readiness activities have been completed. The primary audience for these training modules is PSAP training staff and/or supervisors. System Admins will then be able to enroll and direct the attendance of PSAP end users, who should be assigned the End User training module only, as appropriate.

3. End-User Training

End-user training modules are tailored to PSAP personnel and administered at a self-directed pace while seated at a console. System Administrators/Supervisors will be responsible for monitoring completion of the RapidDeploy Academy curriculum by the end users. Once complete, end user will receive a certificate.

Additional training videos and training guides will also be made available to all PSAP end users via the Help Center, which can be accessed directly from the Support Portal within the RapidDeploy Eclipse application.

SaaS Operation - Customer Success

Customer Success (CS)

RapidDeploy's Customer Success (CS) team works with all customers post-onboarding to drive on-going satisfaction and promote objective attainment across involved stakeholders. Our CS team's goal is to help every customer get the most from our products and services. As organizations grow, adjust policies and procedures and as products are updated, CS works with customers to support on-going training activities via the RapidDeploy Academy and other channels, define and improve workflows using our products, and answer questions to drive alignment and overall success.

Feature and Enhancement Requests

Customers are our greatest source of inspiration. New feature and functionality requests are fielded by the assigned Customer Success Manager (CSM) and can also be submitted via the online help center or by emailing the RapidDeploy Support team. Requests are evaluated, prioritized, and planned with the help of our Customer Advisory Board (CAB), which is comprised of both customers and industry leaders.

Product enhancements include updates to workflows, reporting, administration, integrations, display, or user interface improvements. As a SaaS product, enhancements are included and made available to existing customers at no additional cost. New modules or additional product functionality may be developed, and these new modules may have an additional cost, new functionality are generally considered new functionality or capabilities that expand the use of the product, the types of users or the role of the users.

Vulnerability Risk Assessments

RapidDeploy completes external vulnerability and risk assessments with both third-party organization and automated security and vulnerability services. Vulnerabilities are categorized by severity and risk and added as planned software updates or critical software patches.

Platform Upgrades, New Releases

Through our SaaS delivery model, we maintain a single and unified codebase for all our customers with new features and capabilities feature flagged for activation upon user acceptance. Upgrades and new features are deployed on a scheduled and ongoing basis, in collaboration with Client and local stakeholders. If a new feature is not desired for Client or any of the PSAPs, the flag for the feature can be set to disable rather than executing a roll back of code. Each formal release is based on versioned components—each of which are rolled individually back if deemed necessary.

Critical Software Patch Release Process (HOT FIX)

RapidDeploy at its discretion may choose to complete a critical software patch or update outside of the normal release schedule when a vulnerability or software error presents a significant risk to customer operations.

Terms of Use

Use of the Services

Client may use the Services only: (i) during the Subscription Term; (ii) for Client's internal business purposes; and (iii) in accordance with this Agreement and the Documentation. Client shall notify RapidDeploy of each billing metric added for purposes of using the Services. Client may only use the Product(s) it selects, and any further and future products, services, features, or functionalities may be requested from RapidDeploy and additional fees and charges may apply. On or after the Effective Date (as referenced in the relevant Order Form), RapidDeploy shall create an Account for Client to access the Services and shall provide Login Credentials to Client for that Account. To use the Services, Client must register and set up an authorized Account with Login Credentials. Client is responsible for any use of the Services that occurs under its Login Credentials, and Client is responsible for its Users' compliance with this Agreement. If Client becomes aware of any User's violation of this Agreement, Client shall promptly terminate that User's access and use of the Services.

Restrictions

To the extent expressly permitted in this Agreement or required by law, Client shall not, directly or indirectly, or permit any third party to: (i) republish or redistribute any content or material (including any output generated by Client) from the Services; (ii) make any alteration or modification to or translation of the Services; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, process flows, technical structure/architecture or other trade secrets of the Services; (iv) resell, distribute or sublicense the Services; (v) develop a product or service similar to or competitive with the Services having any functional attributes, visual expressions, or other features similar to those of the Services; (vi) introduce or upload to the Services any Prohibited Content; or (vii) use the Services (a) in a way prohibited by law, regulation, or governmental order or decree, (b) to violate any rights of others, (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Services or any other service, device, data, account, or network, (d) to distribute spam or malware, (e) in a way that could harm the Services or impair anyone else's use of it, or (f) in a way intended to work around the Services' technical limitations, recurring fees calculation, or usage limits.

Ownership of the Services

RapidDeploy and its suppliers own and retain all right, title, and interest in and to the Services and any related RapidDeploy software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any Analytics Data. Client's rights to use the Services are limited to those expressly granted in this Agreement. No other rights with respect to the Services, any related RapidDeploy software, or any related Intellectual Property Rights are implied.

Ownership of Content

Client and its Users retain all right, title and interest in and to any Client Content and all Intellectual Property Rights in the Client Content. Client's rights to access and use Client Content via the Services are limited to those expressly granted in this Agreement. Client hereby grants RapidDeploy a worldwide, non-exclusive, transferable, sublicensable, royalty-free, fully paid license to use the Client Content as necessary to provide the Services to Client under this Agreement and in accordance with its rights and obligations under this Agreement. Client Content will be returned to Client in a format reasonably determined by RapidDeploy upon written request following the expiration or termination of this Agreement.

Other Emergency Communications Service Provider Authorization

Client hereby authorizes RapidDeploy to provide “other emergency communications services” pursuant to 47 U.S.C. § 615b. These services include, but are not limited to, acquiring and transmitting Apple End-User EED Data, Google Android End-User ELS Data, and supplemental data from other sources to Client for the purpose of assisting in an emergency. Client acknowledges and agrees that RapidDeploy is and shall be an “other emergency communications service provider” in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and shall be subject to the immunities and other protections from liability set forth in U.S. Code Title 47., Chapter 5., Subchapter VI., 615b.

Data Security and Privacy

The terms and conditions that govern the parties’ respective rights and obligations arising from and relating to data protection and data privacy are set forth in **Exhibit A** to this Agreement (the “**Data Protection Addendum**”).

Support and Service Level Agreement

RapidDeploy shall provide Support in respect of the Services during the Subscription Term in accordance with Service Level Agreement as defined by Exhibit A. RapidDeploy shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week.

Third Party Content

As part of Client’s use of the Services, Client may receive access to Third Party Content or sensitive Third-Party Content that is only accessible with the use of digital certificates. Client is responsible for complying with, and causing its Users to comply with, any terms that may be presented to Client when Client accesses that Third Party Content. RapidDeploy will determine in its sole discretion whether to (i) obtain digital certificates on Client’s behalf and assign or transfer such certificates to Client, or (ii) require Client to obtain digital certificates itself. In the event RapidDeploy obtains digital certificates on behalf of Client and assigns or transfers those digital certificates to Client, Client will be responsible for complying with, and causing its Users to comply with, any terms and conditions presented by the provider of such digital certificates, and may be required to enter into a separate agreement with the provider of such digital certificates as a condition of accessing sensitive Third Party Content. Third Party Content is available “AS IS” without indemnification, support (unless otherwise specified), or warranty or condition of any kind. RapidDeploy, any provider of Third Party Content, and any provider of digital certificates necessary to access sensitive Third Party Content may suspend or terminate provision of any Third Party Content at any time, and that suspension or termination will not be deemed a material, detrimental change or a breach of this Agreement.

Third Party Interfaces

Generally, RapidDeploy does not charge our clients one-time implementation charges for platform interfaces on the presumption that these will be delivered in a standardized and configurable manner and available to all RapidDeploy Clients.

It is mutually understood that Client may need to provision separately with existing third-party providers for accessing and activating direct connection from RapidDeploy’s platform to third-party paid-for services. Client will provide those credentials to RapidDeploy to connect and integrate with such services.

MARION COUNTY STANDARD ADDITIONAL TERMS AND CONDITIONS

This Additional Terms and Conditions (this "ATC") are made a part of 25C-067 Radius Emergency GIS Mapping Services (hereinafter "the Agreement") between ("FIRM") and **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("COUNTY") (individually "Party," collectively "Parties.")

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 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.
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.
 - 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.

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 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. Mutual Indemnification.** Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees 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 the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require COUNTY to indemnify or insure FIRM for FIRM's negligence.
- 15. 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.
- 16. 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.
- 17. 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 such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

18. **Attorneys' Fees.** Notwithstanding anything to the contrary set forth in the Agreement, if a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.
19. **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.
20. **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.
21. **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.
22. **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.

23. **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.
24. **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.
25. **No Other Negations or Changes.** No other terms or conditions of the Agreement are negated or changed as a result of this ATC.
26. **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.

[This portion of page intentionally left blank. Signature page to follow.]

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**

For:  3/19/25
MATTHEW G. MINTER DATE
MARION COUNTY ATTORNEY

FIRM

RapidDeploy, Inc.

DocuSigned by:

By:  _____

Printed Name: Dami Bullock

Title: COO

Date: 1/21/2025



Software-as-a-Service (SaaS) Agreement

The following Software-as-a-Service ("SaaS") Agreement ("Agreement") is entered into between RapidDeploy, Inc. located at 310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702 ("RapidDeploy") and the Marion County, a Political Subdivision of the State of Florida, located at 2710 E. Silver Springs Blvd, Ocala, FL 34470 ("Client") and will, combined with accompanied **Exhibit A – Data Protection Addendum, Exhibit B - Service Level Agreement, Exhibit C - Statement of Work, and Exhibit D - Quote**, will represent the complete and mutual understanding of the agreement between the parties.

1. THE SERVICES.

1.1 Statements of Work. RapidDeploy and Client will develop and enter into one or more statements of work, in substantially the form attached hereto as **Exhibit C** (each, a "**Statement of Work**" or "**SOW**"). Each Statement of Work shall describe the project, the scope and nature of Services to be performed by RapidDeploy, activities, tasks, and work to be performed by Client, deliverables, compensation, performance criteria, acceptance criteria, roles and responsibilities of the parties, and any additional terms the parties have agreed to. Each Statement of Work shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, the provisions of this Agreement shall govern and control, unless the Statement of Work expressly states otherwise.

1.2 Use of the Services. Client may use the Services only: (i) during the Subscription Term; (ii) for Client's internal business purposes; and (iii) in accordance with this Agreement and the Documentation. Client shall notify RapidDeploy of each billing metric added for purposes of using the Services. Client may only use the Product(s) it selects, and any further and future products, services, features, or functionalities may be requested from RapidDeploy and additional fees and charges may apply. On or after the Effective Date (as referenced in the relevant Order Form), RapidDeploy shall create an Account for Client to access the Services and shall provide Login Credentials to Client for that Account. To use the Services, Client must register and set up an authorized Account with Login Credentials. Client is responsible for any use of the Services that occurs under its Login Credentials, and Client is responsible for its Users' compliance with this Agreement. If Client becomes aware of any User's violation of this Agreement, Client shall promptly terminate that User's access and use of the Services.

1.3 Change Orders. During the term of this Agreement, either party may request in writing a change to the SOW ("Change Order"). A Change Order signed and dated by authorized representatives of each party will modify the SOW. It is mutually acknowledged and agreed that any such Change Order may affect the fees or charges payable to RapidDeploy and/or the project schedule. Neither party shall have any obligation respecting any change until an appropriate Change Order or amendment is executed and delivered by both parties.

1.4 Restrictions. Except to the extent expressly permitted in this Agreement or required by law, Client shall not, directly or indirectly, or permit any third party to: (i) republish or redistribute any content or material (including any output generated by Client) from the Services; (ii) make any alteration or modification to or translation of the Services; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, process flows, technical structure/architecture or other trade secrets of the Services; (iv) resell, distribute or sublicense the Services; (v) develop a product or service similar to or competitive with the Services having any functional attributes, visual expressions, or other features similar to those of the Services; (vi) introduce or upload to the Services any Prohibited Content; or (vii) use the Services (a) in a way prohibited by law, regulation, or governmental order or decree, (b) to violate any rights of others, (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Services or any other service, device, data, account, or network, (d) to distribute spam or malware, (e) in a way that could harm the Services or

RapidDeploy, Inc.

FEIN: 82-2768150

310 Comal St, Building A, Ste 200, # 205, Austin TX 78702

t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com

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07-18-2023



impair anyone else's use of it, or (f) in a way intended to work around the Services' technical limitations, recurring fees calculation, or usage limits.

1.6 RESERVED

1.7 Data Rights and Privacy. In its performance of the Service, RapidDeploy may collect and create Analytics Data, and will process Personal Data as set forth in **Exhibit A** to this Agreement (the "**Data Protection Addendum**") and RapidDeploy's published privacy policy (www.rapiddeploy.com/privacy), as it may be updated from time to time. As between the parties, Client shall be the sole owner of all Client Content, and RapidDeploy shall be the sole owner of all Analytics Data. Client will not block or interfere with such monitoring unless otherwise permitted in writing between Client and RapidDeploy. Client represents and warrants that it has all necessary right, title and interest in and to any Client Content, including any Personal Data therein, which may be necessary for RapidDeploy to process such data in accordance with the applicable provisions of the Privacy Policy, and as otherwise necessary to perform the Services provided under this Agreement.

1.8 Modifications. RapidDeploy may from time to time: (i) change the Services, or (ii) elect to cease providing any features or functionalities of the Services. Client's continued use of the Services after the effective date of any change will be deemed acceptance of the modified Services.

1.9 Permitted Disclosures. If RapidDeploy is required by a subpoena, court order, agency action, or any other legal or regulatory requirement, to disclose any of the Client Content, RapidDeploy will provide Client with notice and a copy of the demand as soon as practicable, unless RapidDeploy is prohibited from doing so pursuant to applicable law or regulation. If Client or the User requests, RapidDeploy will, at Client's (or the User's) expense, take reasonable steps to contest and to limit the scope of any required disclosure.

2. INTELLECTUAL PROPERTY OWNERSHIP.

2.1 Ownership of the Services. RapidDeploy and its suppliers own and retain all right, title, and interest in and to the Services and any related RapidDeploy software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any Analytics Data. Client's rights to use the Services are limited to those expressly granted in this Agreement. No other rights with respect to the Services, any related RapidDeploy software, or any related Intellectual Property Rights are implied.

2.2 Ownership of Content. Client and its Users retain all right, title and interest in and to any Client Content and all Intellectual Property Rights in the Client Content. Client's rights to access and use Client Content via the Services are limited to those expressly granted in this Agreement. Client hereby grants RapidDeploy a worldwide, non-exclusive, transferable, sublicenseable, royalty-free, fully paid license to use the Client Content as necessary to provide the Services to Client under this Agreement and in accordance with its rights and obligations under this Agreement. Client Content will be returned to Client in a format reasonably determined by RapidDeploy upon written request following the expiration or termination of this Agreement.

3. DATA SECURITY AND DATA PRIVACY. The terms and conditions that govern the parties' respective rights and obligations arising from and relating to data protection and data privacy are set forth in **Exhibit A** to this Agreement (the "**Data Protection Addendum**").

4. PRICING; ORDERS; INVOICING; PAYMENT; TAXES.

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07-20-2023|



4.1 Pricing. The pricing for the Products will be set forth in from RapidDeploy that itemize the type of Products, the quantities, the prices, and any applicable discounts (each, a "Quote").

4.2 Orders. All Orders based off of Quotes are subject to the terms of this Agreement and are not binding until accepted by RapidDeploy. All Orders are non-refundable and non-cancellable except as expressly provided in this Agreement.

4.3 Payment. Unless otherwise agreed by the parties in writing, (i) fees for the Services will be governed by the applicable Order at the time of invoicing, and (ii) Client must pay all fees for use of the Services in the amount and currency specified in Client's invoice, not later than 30 days after the date of the invoice. Electronic delivery of such invoices to an email designated by Client will be permitted.

4.4 Taxes. Client will be responsible for any sales, use, excise, value-added or other tax that is assessed as applicable on the Services and deliverables provided by RapidDeploy. Client represents and warrants that no sales, use, excise, value-added or other tax is or will be payable on the Services and deliverables provided by RapidDeploy under this Agreement. Client shall supply RapidDeploy with a proper tax exemption certificate acceptable to the taxing authorities prior to provision of the Services.

4.5 Pricing. The quantities and unit costs as set forth in **Exhibit D** have been mutually agreed between Client and RapidDeploy as of the date of the Effective Date based on normal operating conditions. The parties agree to review Product quantity annually, thirty (30) days before the anniversary of the SaaS Availability Date to determine if adjustments for the subsequent renewal term is required. Changes to Product quantity or unit costs will be effective on the anniversary of the SaaS Availability Date and shall not be retroactive to the current year subscription. No additional costs will be incurred by Client in the event of increased usage due to unforeseen or otherwise unplanned events, including, but not limited to natural disasters, extreme weather, or terrorism for a period of no more than 7 days per year. Additional temporary licenses can be offered and mutually agreed by change order.

4.6 Annual Billing and Milestone Billing. The quantities and unit costs shall be due annually and may change year to year due to changes in Product usage, third-party licensing costs, or other changes in scope as defined in **Exhibit C – Statement of Work** or otherwise mutually-agreed in writing. The annual subscription shall be invoiced on the anniversary of the initial SaaS Availability Date for the upcoming subscription year. Initial year annual billing and fees shall be based on Project Fees and Schedule as defined in **Exhibit C – Statement of Work**.

5. SUSPENSION.

5.1 Generally. RapidDeploy may suspend Client's use of any Services if: (i) Client is in breach of this Agreement and does not cure that breach within 10 days after RapidDeploy notifies Client of that breach; (ii) Client's use of the Services poses a security risk to the Services or to other users of the Services; or (iii) suspension is required pursuant to a subpoena, court order, or other legal requirement. If possible and permitted by law, RapidDeploy will give Client notice before suspending Client's use of the Services, unless RapidDeploy reasonably determines that providing notice presents a risk of harm to the Services, to other users of the Services, or to any person or property, in which case RapidDeploy will notify Client as soon as feasible or permitted. RapidDeploy will suspend Client's access only to the Services that are the subject of the issue giving rise to the suspension. RapidDeploy will promptly reinstate Client's access to the Services once RapidDeploy has determined that the issue causing the suspension has been resolved. In the event of a suspension of the Services, RapidDeploy will provide Client with access to Client Content as needed to maintain continuity of Client's operations.

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07-20-2023|



5.2 Effect of Suspension. Client will remain responsible for all fees incurred before and during any suspension, and Client will not be entitled to any service credits under this Agreement that Client might have otherwise accrued during any suspension.

6. TERMINATION.

6.1 Termination for Cause.

(i) RapidDeploy may terminate this Agreement effective immediately upon written notice to Client if Client does not resolve the underlying cause resulting in a suspension pursuant to Section 5 (other than suspension due to a subpoena, court order, or other legal requirement) within 10 days after Client's Account is suspended.

(ii) Subject to Section 6.1(i), either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (a) commits a breach of this Agreement and fails to cure within 30 days of notice of that breach; (b) commits a material breach of this Agreement that cannot be cured; or (c) terminates or suspends the operation of its business in the ordinary course (excluding a "Force Majeure" in accordance with Section 14.8).

(iii) If Client terminates the Services pursuant to Section 6.1(ii), RapidDeploy shall refund any prepaid fees prorated as of the effective date of the termination, less any discounts not earned as of the effective date of the termination.

6.2 Termination for Insolvency. Either party may terminate this Agreement effective immediately upon sending the other party notice if that party: (i) becomes insolvent, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or (ii) becomes subject to control of a trustee, receiver, or similar authority, or to any bankruptcy or insolvency proceeding.

6.3 Effect of Termination.

(i) Upon the effective date of termination of this Agreement for any reason: (a) Client must stop all use of the Services, and (b) both parties must return or, if requested, destroy any Confidential Information of the other party.

(ii) Any provision that, by its nature and context is intended to survive termination or expiration of this Agreement, will survive. The following provisions shall survive the expiration or termination of this Agreement: Sections 4, 6, 9, 10, 11, 12, 13, and the **Data Protection Addendum**.

(iii) Except as otherwise expressly stated in this Agreement, any termination of this Agreement, including expiration of the Subscription Term, will not entitle Client to any refunds, credits, or exchanges, and Client will be liable for all fees incurred until the end of the Subscription Term or effective date of termination, whichever is earlier, as well as any fees owed for Services completed as of the effective date of termination.

7. SUPPORT AND SERVICE LEVELS; TRAINING.

7.1 Support and Service Level Agreement. RapidDeploy shall provide Support in respect of the Services during the Subscription Term. RapidDeploy shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week. Additional information on RapidDeploy's Service Level Agreement is set forth in **Exhibit B**.

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175 | ussaies@rapiddeploy.com | rapiddeploy.com
Proprietary and Confidential

07-20-2023



7.2 Third-Party Integrations. The Services can be used as a standalone service or may be used in conjunction with approved third-party systems, and the Client may subscribe to such third-party systems directly with the provider thereof. If the Services have been activated, the Effective Date will be as noted in the Order Form regardless of whether such third-party installation has been successfully completed. The support offered by RapidDeploy is in relation to the Services and all support queries relating to the third-party services should be directed to third-party support. RapidDeploy shall not be responsible for any loss of Client Content or other issues detrimental to the Client's business where such issues were caused by or are otherwise attributable to other third parties.

7.3 Access to Training. All training material will be available to Client through online knowledge management system, including detailed documentation of platform updates. The Knowledge Management System is accessible to all authorized users as part of the software platform. Client-specific training requirements will be addressed separately in a Statement of Work.

8. LIMITED WARRANTY. RapidDeploy warrants that the Services will substantially conform to the applicable Documentation during the Subscription Term, provided that: (a) at all times the Services have been used in accordance with this Agreement; (b) the Services have not been used or combined with non-RapidDeploy products, services or content, including any Content and/or any Third-Party Content, and (c) no modification to the Services has been made without RapidDeploy's express written approval. This limited warranty shall not apply to Services provided on a no-charge basis. RapidDeploy shall, at its own expense, use commercially reasonable efforts to cause the Services to conform to the limited warranty. Warranties will start upon the acceptance of RapidDeploy platform(s) as defined in applicable Statement(s) of Work.

9. DISCLAIMER. OTHER THAN THE LIMITED WARRANTY SET FORTH IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY LAW, RAPIDDEPLOY, FOR ITSELF AND ON BEHALF OF ITS LICENSORS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES RELATING TO THE SERVICES OR TO ANY MATERIALS OR SERVICES PROVIDED TO CLIENT UNDER THIS AGREEMENT (INCLUDING ANY THIRD PARTY CONTENT), WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. RAPIDDEPLOY AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR FREE FROM DEFECTS OR ERRORS, OR THAT THE SERVICES WILL MEET (OR IS DESIGNED TO MEET) CLIENT'S BUSINESS REQUIREMENTS.

10. INTELLECTUAL PROPERTY CLAIMS.

(i) If the Services become or in RapidDeploy's opinion are likely to become the subject of an Infringement Claim, RapidDeploy will at its option and expense: (a) procure the rights necessary for Client to keep using the Services; or (b) modify or replace the Services to make them non-infringing; or (c) terminate this Agreement and refund any prepaid fees, prorated for the remaining portion of the then-current Subscription Term.

(ii) RapidDeploy shall have no obligation under this Section 10 or otherwise with respect to any Infringement Claim based on: (a) combination of the Services with non-RapidDeploy products, services or content, including any Prohibited Content and/or any Third-Party Content; (b) use of the Services for a purpose or in a manner not permitted by this Agreement; (c) any modification to the Services made without RapidDeploy's express written approval; or (d) any Services provided on a no-charge basis. This Section 10 states Client's exclusive remedy and RapidDeploy's entire liability for any Infringement Claims.

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11 INDEMNIFICATION. Subject to the remainder of this Section 11, Client shall: (a) defend and hold harmless RapidDeploy and its members, officers, directors, employees, agents and successors from and against any and all third party claims of loss, expense, damage, or infringement (including reasonable legal fees and expenses incurred in connection therewith or arising therefrom) arising from (i) Client's combination of the Services with non-RapidDeploy products, services or content, including any Prohibited Content and/or any Third-Party Content; (ii) Client's use of the Services for a purpose or in a manner not permitted by this Agreement; (iii) any modification to the Services made without RapidDeploy's express written approval, and (iv) RapidDeploy not being classified as an "other emergency communications service provider" in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and (b) indemnify RapidDeploy from all fines, damages, and costs finally awarded against RapidDeploy by a court of competent jurisdiction or a government agency or agreed to by Client in settlement arising out of the foregoing third party claims. The foregoing obligations are applicable only if RapidDeploy: (A) provides Client with notice of the claim subject to indemnification within a reasonable period after learning of the claim; (B) allows Client sole control over the claim's defense and settlement; and (C) reasonably cooperates in response to Client's requests for assistance. Client will not, without RapidDeploy's prior written consent, which will not be unreasonably withheld, conditioned, or delayed, enter into any settlement that obligates RapidDeploy to admit any liability or to pay any unreimbursed amounts to the party bringing the claim.

12. LIMITATION OF LIABILITY.

12.1 Other Emergency Communications Service Provider. Client hereby authorizes RapidDeploy to provide "other emergency communications services" pursuant to 47 U.S.C. § 615b. These services include, but are not limited to, acquiring and transmitting Apple End-User EED Data, Google Android End-User ELS Data, and supplemental data from other sources to Client for the purpose of assisting in an emergency. Client and acknowledges and agrees that RapidDeploy is and shall be an "other emergency communications service provider" in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and shall be subject to the immunities and other protections from liability set forth in U.S. Code Title 47., Chapter 5., Subchapter VI., 615b.

12.2 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL RAPIDDEPLOY BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICES OR OF ANY CONTENT, OR LOSS OF DATA, FOR ANY REASON INCLUDING POWER OUTAGES, SYSTEM FAILURES, SUPPLY FAILURES, OR OTHER INTERRUPTIONS, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER RAPIDDEPLOY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE FOREGOING LIMITATION MAY NOT APPLY.

12.3 Cap on Monetary Liability. NEITHER PARTY'S LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT WILL EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE TO RAPIDDEPLOY FOR CLIENT'S USE OF THE SERVICES GIVING RISE TO THE CLAIM IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL NOT APPLY TO (I) EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT, (II) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (III) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (IV) CLIENT'S INFRINGEMENT, MISAPPROPRIATION OR OTHER VIOLATION OF RAPIDDEPLOY'S INTELLECTUAL PROPERTY RIGHTS, OR (V) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.

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12.4 Further Limitations. Neither party may bring a claim under this Agreement more than 18 months after the cause of action arises.

13. CONFIDENTIALITY.

13.1 Protection. Either party (the “**recipient**”) may use Confidential Information of the other party (the “**discloser**”) disclosed to it in connection with this Agreement solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted by this Agreement during the Initial Term and any Renewal Term(s) of this Agreement. Each party shall use reasonable care to protect that Confidential Information in the same manner as such party protects its own Confidential Information of a similar nature, but in any event with not less than reasonable care. The recipient may disclose the discloser's Confidential Information only to the recipient's employees, or to third parties, who have a need to know the Confidential Information for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than as specified in this Section 13. The recipient may also disclose the discloser's Confidential Information in accordance with the procedures set forth in Section 1.9. Except as required by applicable law, rule, or regulation, upon termination of this Agreement and all related Services, a recipient shall (at the discloser's option) return or destroy all Confidential Information, such destruction to be achieved by, at a minimum, the burning, pulverizing, shredding, erasing or otherwise modifying the Confidential Information so that the Confidential Information cannot be read, deciphered or reconstructed through generally available means. In connection therewith, upon request, a recipient shall certify to such destruction by an authorized person from the recipient's entity with responsibility for such matters. For the avoidance of doubt, any Confidential Information retained pursuant to the exceptions set forth above shall remain subject to the confidentiality and non-use provisions of this Section 13 for so long as such Confidential Information is retained.

13.2 Exceptions. The recipient's obligations under Section 13.1 with respect to any of the discloser's Confidential Information will terminate if the recipient can show by written records that the information: (i) was, at the time of disclosure by the discloser, already rightfully known to the recipient without any obligation of confidentiality; (ii) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (iii) at the time of disclosure is, or through no fault of the recipient has become, generally available to the public; or (iv) was independently developed by the recipient without access to or use of the discloser's Confidential Information.

13.3 Injunctive Relief. Each party acknowledges that disclosure or use of the other party's Confidential Information in violation of this Agreement may cause irreparable harm to the discloser for which monetary damages may be an inadequate remedy and difficult to ascertain. Therefore, each party agrees that the discloser will have the right to seek injunctive or other equitable relief for any violation of the confidentiality provisions of this Agreement by the recipient, in addition to any other rights and remedies that the discloser may have at law.

14. GENERAL.

14.1 Publicity. RapidDeploy may, after receiving prior written approval, reference Client in its marketing materials as a Client of RapidDeploy, subject to Client's trademark and logo usage guidelines, if any, provided by Client to RapidDeploy.

14.2 Subcontracting. RapidDeploy may subcontract any of its obligations under this Agreement, including the provision of the Services without the prior written consent of Client. RapidDeploy shall remain responsible to Client for the performance of its obligations hereunder that are performed by a subcontractor.

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14.3 Export Compliance. Client shall not, directly or indirectly, export (including any "deemed export"), or re-export (including any "deemed re-export") any Intellectual Property Rights of RapidDeploy (including any associated products, items, articles, computer software, media, services, technical data, and other information of RapidDeploy, its licensors or suppliers) in violation of any applicable laws.

14.4 Governing Law. This Agreement is governed by the laws of the State of Texas (excluding its conflict of law rules), and the federal laws of the United States. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

14.5 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

14.6 Recovery of Expenses. In any legal or other dispute resolution proceedings between the parties arising out of this Agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including reasonable legal fees and expenses.

14.7 Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered to the address below if sent by overnight mail (in which case delivery shall be deemed to have been effected one (1) business day from the date of mailing), or by electronic mail (in which case delivery shall be deemed to have been effected on the day that confirmation of receipt of the transmission is received). Any notice by RapidDeploy to Client under this Agreement will be given by email to the email address associated with Client's Account. Client must direct legal notices or other correspondence to RAPIDDEPLOY, INC., Address: 310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702, Attention: Legal Department or by electronic mail to legal@rapiddeploy.com.

14.8 Force Majeure. Neither party will be liable for any delay, loss, damage, or failure to perform its obligations under this Agreement or any applicable Addendum, Exhibits or Amendments, except for Client's payment obligations, due to any cause beyond such party's reasonable control including, but not limited to, fire, explosion, power blackout, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, floods, lighting strikes, storms or other acts of nature, embargoes, riots, acts or orders of civil or military authority, acts of terrorism, war, acts of God, acts of the public enemy, acts of regulatory or governmental agencies, or other causes beyond the party's reasonable control.

14.9 Assignment. Neither party may assign its rights and obligations under this Agreement, except with the prior written consent of the other party; provided that RapidDeploy may assign its rights and obligations under this Agreement without the consent of Client, in connection with the sale of all or part of RapidDeploy's business, whether by merger or the sale or transfer of RapidDeploy's stock or assets. Any purported assignment of rights or delegation of performance in violation of this section is void.

14.10 Independent Contractors. The relationship between RapidDeploy and Client is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.11 Third Party Rights. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

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14.12 Order of Precedence. The terms of this Agreement will supersede any conflicting or additional terms and conditions of any purchase order or other purchasing-related document issued by Client relating to any Order for the Services. Other than with respect to the **Data Protection Addendum**, if there is a conflict between the provisions of this Agreement and any other document referenced in this Agreement, this Agreement will control.

14.13 Entire Agreement. This Agreement, along with its Exhibits, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

14.14 Amendments. Except as otherwise provided herein, no amendment to this Agreement will be effective unless it is in writing and signed by both parties.

14.15 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in force to the extent feasible.

14.16 Counterparts. This Agreement may be signed in one or more counterparts, which together will form a single agreement.

14.17 Infrastructure. All hardware and infrastructure provided to Client by RapidDeploy shall be owned and maintained by RapidDeploy or its agents and shall be returned to RapidDeploy at the end of the contract term.

15. DEFINITIONS.

"Account" means an account enabling Client to access and use the Services.

"Client Content" means all Incident Data (as defined in the **Data Protection Addendum**), and other data, records, reports and files uploaded or transmitted to RapidDeploy by Client or otherwise generated by the Client's Users or otherwise generated by the Client's Users when accessing or using the Services, but does not include (i) Third Party Content, or (ii) Analytics Data (as defined in the **Data Protection Addendum**).

"Confidential Information" means Client's Login Credentials, and any non-public technical, business, or other information or materials (in whatever form) disclosed or otherwise made available by either party to the other regarding this Agreement or the Services, designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information), or if not so marked or announced, should reasonable have been understood by the receiving party to be confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure, or the nature of the information itself.

Onboarding Completion Date as defined by RapidDeploy is post SaaS Availability when the Client has been trained and transitioned to the Client success team.

"Documentation" means the documentation and user manuals related to the Products made available by RapidDeploy to Client which may be updated from time to time.

"Effective Date" means the date on which Client's authorized use of the Services begins, as set forth in the applicable Order.

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"Emergency Maintenance" means unforeseen interruptions to the Services that RapidDeploy must address in order to restore the Services or prevent interruptions on an 'emergency' basis.

"Infrastructure" means the information technology and telecommunications infrastructure and systems, including computer and telecommunications networks, equipment, hardware, software, middleware, firmware, data, databases, peripherals, terminals and components.

"Infringement Claim" means any claim by a third party that the Services infringes any patent, trademark, or copyright of a third party, or misappropriates a trade secret of a third party (but only to the extent that the misappropriation is not a result of Client's actions).

"Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.

"Login Credentials" means the username and password allocated by RapidDeploy to Client to access the Services.

"Order" means the internet order page, or other ordering document, that specifies Client's purchase of a Product.

"Product" means the specific RapidDeploy product offering(s) Client has selected and which is made available under this Agreement as the Services.

"Prohibited Content" means content that: (a) is illegal under applicable law; (b) violates any third party's intellectual property rights, including, without limitation, copyrights, trademarks, patents, and trade secrets; (c) contains indecent or obscene material; (d) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (e) promotes unlawful or illegal goods, services, or activities; or (f) contains false, misleading, or deceptive statements, depictions, or sales practices.

"Renewal Period" means that upon expiry of the initial Subscription Term, this agreement may renew automatically upon written agreement of both parties for successive periods of 12 months (each a **"Renewal Period"**) unless either party terminates this agreement on 6 months' written notice prior to the end of the initial Subscription Term or the then current Renewal Period.

"SaaS Availability Date" means the date the SaaS was initially made available to Client and is typically completed within the first 60 days from Contract Execution as this is utilized for business process analysis and scoping during initial project kickoff. As a SaaS platform, the annual subscription for the software is due upon provisioning of the initial client environment. RapidDeploy charges our SaaS subscription on an annual basis in advance when the initial environment and infrastructure has been configured and made available to our clients. The subscription cost is due annually on the anniversary date of the SaaS Availability Date.

"Scheduled Maintenance" means any foreseen interruptions to the Services and shall include scheduled maintenance, hardware and/or software upgrades, and scheduled electricity blackouts.

"Services" means the subscription services provided by RapidDeploy to Client in terms of this Agreement comprising (*inter alia*) the access to and use of the specific Product(s) Client has selected, as more fully described in the Documentation relating to the relevant Product.

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"Subscription Term" means the initial term of Client's authorized use of the Services, as set forth in the applicable Order, together with any renewal terms (if applicable). The initial term begins on the earlier of: (a) the date on which Client start using the Services; or (b) as otherwise specified in the Order.

"Support" in relation to the Services, means support services in respect of the use of, and the identification and resolution of errors in the Services.

"Third Party Content" means data, services, content, software, or applications provided by a third party, that interoperates with the Services. As an example, Third Party Content may include an application that is listed on a marketplace or in a catalog. Third Party Content may include open source software. However, to the extent open source software is embedded in the Services, the open source software will not be deemed to be "Third Party Content", and all provisions in this Agreement applicable to the Services (e.g., our warranty, liability, indemnification, and other obligations) will control as between Client and RapidDeploy over any conflicting terms set forth in any open source software license otherwise applicable to that open source software.

"Unscheduled Maintenance" means any unforeseen interruptions to the Services and may include required updates, procedures, downtime, unavailability of the internet or problems with Infrastructure.

"Users" means any person who uses the Services or accesses Content under Client's Login Credentials, and may include Client's employees, contractors, service providers, and other third parties.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Client and RapidDeploy have caused this Agreement to be signed by their duly authorized representatives.

SIGNED by the parties as follows:

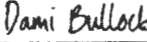
For and on behalf of **Client**

Entity Name	Marion County, a Political Subdivision of the State of Florida
Billing Address	2710 E. Silver Springs Blvd, Ocala, FL 34470
Signature Date	
Signatory Name	
Signatory Position	

Client Signature

For and on behalf of **RapidDeploy**

Entity Name	RapidDeploy, Inc.
Billing Address	310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
Signature Date	01/28/2025
Signatory Name	Dami Bullock
Signatory Position	COO

DocuSigned by:

39850ED0A3AE04A8

RapidDeploy Signature

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Exhibit A

Data Protection Addendum

As part of the services provided under the Software-as-a-Service Agreement (the "**Agreement**") by and between RapidDeploy Inc. ("**RapidDeploy**") and Client, RapidDeploy may process Personal Data of Client's employees, agents, advisors, contractors, clients, and others.

This Data Protection Addendum (the "**DPA**") describes each party's obligations with respect to its handling of Personal Data provided under the Agreement. This DPA is hereby incorporated into and made a part of the Agreement and shall terminate as and to the extent provided in the Agreement. Any capitalized terms not defined herein will have the definition used in the Agreement. The terms of this DPA will control to the extent inconsistent with the Agreement.

1. Definitions. In this DPA, these terms will have the following meanings:

"Analytics Data" means data relating to the configuration, performance, usage, and consumption data relating to the use of the Services provided to Client under the Agreement, metadata relating to devices, networks, or technical services used in connection with the Client Users' provision or delivery of the Services, Deidentified Data collected or created by RapidDeploy in connection with its performance of the Service, and any Incident Metadata (as defined in the RapidDeploy Privacy Policy).

"Controller" means a person that, either alone or with another person, determines the purposes and means of Processing Personal Data.

"Data Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data or transmitted, stored or otherwise Processed hereunder.

"Data Protection Laws" means, to the extent applicable to Personal Data Processed under the Agreement, all laws, statutes, regulations, rules, treaties, executive orders, directives, or

other official guidance or releases regarding data protection, privacy, data security, confidentiality, and data breach notification that are then in effect and applicable to a party or Personal Data Processed under the Agreement including, without limitation: all United States Federal Trade Commission ("**FTC**") rules, regulations and guidance relating to the collection, use, disclosure and Processing of Personal Data.

"Data Subject" means any natural person to whom, or household to which, Personal Data relates.

"Deidentified Data" shall mean data that has been reasonably anonymized, aggregated, or pseudonymized such that the data does not directly identify a Data Subject or Client.

"Incident Records" shall mean any recording, transmission, or the storage of communications made or received by Client's Users through the Services, as well as content relating to event descriptions, incident reports, or other narrative descriptions of any 911 call, emergency services incident, or other similar event, that is input into the Services by Client Users.

"Personal Data" means any data that identifies, relates to, describes, is capable of being

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associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject, including without limitation, all information defined as "Personal Information" CCPA, and analogous provisions of other applicable Data Protection Laws.

"Process" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means a person, to the extent that person Processes Personal Data on behalf of a Controller.

2. Compliance with Data Protection Laws. Each party will comply with all applicable Data Protection Laws, as well as all other laws, rules and regulations applicable in relation to the party's Processing of Personal Data.

3. Controller/Processor. The Parties agree that RapidDeploy is intended to be a Processor with respect to Personal Data included in any Client Content and is intended to be a Controller with respect to any Personal Data included in any Analytics Data. RapidDeploy may process Client Content only for the purposes of providing the Services as set forth in the Agreement and in Schedule 1 hereto.

4. Processor Obligations. When acting as a Processor, RapidDeploy will, and is hereby authorized to, Process Personal Data on behalf of Client in accordance with the documented instructions of Client, which include without limitation, such Processing as is reasonably necessary to perform its obligations under the Agreement (and any additional agreements and order forms entered into between the parties thereunder). The foregoing limitations on processing shall not limit RapidDeploy's ability to perform any Processing required under any law or subpoena, judicial, administrative or

arbitral order of an executive or administrative agency, regulatory agency, or other governmental authority ("Demand") to which RapidDeploy is subject. Except where the law prohibits such disclosure on public interest grounds, RapidDeploy will promptly notify the Client of any Demand that it receives, and which relates to the processing of Client's Personal Data. At the Client's or Users request, RapidDeploy will provide the Client with reasonable information in its possession that may be responsive to the Demand and any assistance reasonably required for the Client to respond to the Demand in a timely manner pursuant to section 1.9 of the Agreement.

5. Client Obligations. Client is responsible for compliance with its obligations under relevant laws regarding the collection of Personal Data and the transmission of Personal Data to RapidDeploy, including but not limited to any required notices, consents and authorizations. Client also is responsible for its decisions and actions concerning the use and disclosure of Personal Data, provided that Client represents and warrants that it has obtained all necessary right, title and interest in and to any Personal Data provided to RapidDeploy hereunder as may be necessary for RapidDeploy to perform the Services.

6. Authorized Persons. RapidDeploy will ensure that persons authorized to Process the Personal Data (including without limitation all Subprocessors, as defined below) are under an appropriate contractual or statutory obligation of confidentiality with respect to such Personal Data.

7. Termination. During the 90 days following termination of the Agreement, RapidDeploy will return or otherwise make available to the Client any Personal Data, Incident Records and Client Content that RapidDeploy maintains on behalf of Client as of the date of termination. Following such 90 day period, or as otherwise specified in the Agreement, RapidDeploy will cease Processing, and promptly delete or otherwise render reasonably inaccessible all Incident Records



and Client Content, except as may be required by law, or which may be retained in connection with RapidDeploy's rights under Section 1.7 of the Agreement.

8. Subprocessing. Client hereby authorizes RapidDeploy to appoint additional Processors to Process Personal Data on RapidDeploy's behalf or perform its obligations under the Agreement ("**Subprocessor**"). RapidDeploy will perform reasonable due diligence to ensure that any Subprocessors comply with the RapidDeploy's Processing obligations under this DPA. RapidDeploy accepts liability for, and shall remain liable to Client with respect to, third parties' Processing of Personal Data. Specific Subprocessors used by RapidDeploy may vary based on the services provided under the Agreement, and Client may request a list of Subprocessors intended to process Personal Data on Client's behalf by submitting a request to Client's RapidDeploy account representative.

9. Security. RapidDeploy will implement and maintain reasonable and appropriate administrative, technical, and procedural measures designed to ensure a level of security that reasonably mitigates the risk of unauthorized access, use, disclosure, modification or other processing of Personal Data. RapidDeploy may modify its security controls, process, or procedures in its sole discretion, provided that the level of security protecting Client's Personal Data shall always meet the requirements of this Section 9 and applicable Data Protection Law.

10. Data Incidents. RapidDeploy will notify Client without undue delay if RapidDeploy becomes aware of a Data Incident affecting Personal Data Processed by RapidDeploy under this Agreement. Such notice will include information, to the extent known by RapidDeploy, which may be necessary for Client to comply with applicable Data Protection Laws, and RapidDeploy will provide Client with updates to such information, and assist Client, each as reasonably necessary for Client to meet its obligations under applicable Data Protection

Laws. The foregoing obligations to provide cooperation and assistance to identify the cause of a Personal Data incident and to take steps to remediate such incident shall not apply to incidents that are caused by the Client, Users authorized by the Client, or any non-RapidDeploy products or services, provided that RapidDeploy may agree to provide such assistance at the expense of the Client.

11. Data Subject Rights. Each party will promptly notify the other of any communication from a Data Subject or supervisory authority regarding: (i) the Processing of Personal Data under the Agreement; (ii) a party's compliance with the terms of this DPA; or (iii) a Data Subject's exercise of rights under applicable Data Protection Laws. Notifications to RapidDeploy should be sent to legal@rapiddeploy.com and to Client at Client's designated email address. To the extent reasonably necessary given the nature of the party's Processing, each party will use commercially reasonable technical and organizational means to assist the other party in the fulfillment of its obligations in relation to a Data Subject's exercise of its rights under applicable Data Protection Laws, or in connection with any response to Data Subjects or supervisory authorities.

12. Assistance. To the extent necessary in relation to RapidDeploy's Processing of Personal Data hereunder, RapidDeploy will provide reasonable assistance to Client with any data protection impact assessments or any prior consultations with supervisory authority which may be required under applicable Data Protection Laws.

13. Information. Each party will maintain, and RapidDeploy will make available to Client upon reasonable notice (and subject to any applicable requirements or limitations regarding audit timing, access, and/or confidentiality), such information as is reasonably necessary to demonstrate such

party's compliance with the terms of this DPA and the Data Protection Laws.

14. Amendment. In the event a change in applicable data protection law requires an amendment to this DPA, RapidDeploy may upon 30 days prior written notice to Client, update or revise this DPA as and to the extent required by applicable Data Protection Laws. Any amended version of this DPA shall take effect after such 30-day period unless Client provides written notice of its reasonable objections during such period. In the event of reasonable Client objections, the Parties shall negotiate in good faith to amend this DPA to conform to the relevant requirements of applicable Data Protection Laws.

15. Non-Compliance Notice. RapidDeploy will promptly inform Client if, in its opinion, an instruction of Client violates any Data Protection Laws. Further, in the event RapidDeploy (or Subprocessor or other third party to whom RapidDeploy discloses Personal Data) is unable to comply with applicable Data Protection Laws, RapidDeploy shall promptly notify Client and either (i) promptly take all steps necessary to comply with all applicable Data Protection Laws, or (ii) cease Processing Personal Data to the extent not compliant with applicable Data Protection Laws.



Schedule 1 to Data Protection DPA

Description of Processing

PROCESSING INFORMATION

Data subjects

The personal data transferred concern the following categories of data subjects (please specify): Employees, contractors, agents, and representatives of the data exporter authorized to use the Services, as well as members of the public whose Personal Data is provided directly, or indirectly by Client, to RapidDeploy, in connection with the Client or individual's use of the Services.

Categories of data

The personal data transferred concern the following categories of data (please specify):

- *Identity Data* (Personal Data reflecting data subject's identity, e.g. name, ID/driver's license number, gender, date of birth, photo/avatar, username, persistent user identifiers/ID number, biographical information)
- *Contact Data* (Personal Data used to contact a data subject, e.g. email address, physical address, phone number, or usernames/handles for online services)
- *Device/Network Data* (Personal Data relating to data subject's device, browser, or application e.g. IP addresses, MAC addresses, application ID/AdID/IDFA, identifiers from cookies, session navigation history and similar browsing metadata, and other data generated through applications and browsers, including cookies and similar technologies)
- *Audio/Visual Data* (Personal Data contained in connection with audio or visual recordings or other audio/video content.)
- *Inference Data* (Personal Data inferred about personal characteristics and preferences, such as demographics, interests, behavioral patterns, psychological trends, predispositions, or behavior)
- *Location Data* (Personal Data relating to data subject's precise location, such as information collected through a device's GPS, WiFi, or other precise localization service)

Processing purposes

The personal data transferred will be subject to the following basic processing activities (please specify):

- A. **Client Content & Incident Records.** Personal Data included in any Client Content and Incident Records will be processed as follows:
 - a. as necessary for RapidDeploy to provide its contracted services under the Agreement;
 - b. to fulfill the requests of Client and as otherwise necessary in connection with RapidDeploy's contractual obligations to Client;
 - c. as necessary to grant authorized users access to the RapidDeploy service, in connection with processes designed;
 - d. to ensure or support reasonable and adequate security of the RapidDeploy services, networks, and connected systems;
 - e. in connection with client support and account management functions for Client Users;
 - f. in connection with product/service use and performance analysis, feature development and delivery, and usability analysis and improvement;

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- g. to facilitate delivery of the Services (such as tracking entitlements, providing support, monitoring the performance, confidentiality, integrity, availability and stability of the Services' infrastructure, and preventing or addressing service or technical issues);
 - h. to monitor Client's usage of the Services to allow RapidDeploy to verify Client's compliance with the terms of this Agreement and other legitimate interests of RapidDeploy; and
 - i. all other uses described in the RapidDeploy privacy policy with respect to the Client Content or Incident Records which apply in the context of Client's use of the Service.
- B. **Analytics Data.** RapidDeploy may process Client Content, to create, and may otherwise collect and use, Analytics Data which it will use:
 - a. to facilitate delivery of the Services (such as tracking entitlements, providing support, monitoring the performance, confidentiality, integrity, availability and stability of the Services' infrastructure, and preventing or addressing service or technical issues);
 - b. in connection with product/service use and performance analysis, feature development and delivery, and usability analysis and improvement
 - c. to create De-Identified Data, aggregated analytics, and other information relating to emergency services use, responses, trends, and other analytics or data that RapidDeploy may determine from time to time; and
 - d. all other uses described in the RapidDeploy privacy policy with respect to Analytics Data.



Exhibit B

Service Level Agreement

Purpose

This document sets forth the Service Level Agreement (SLA) held between RapidDeploy and its Clients and/or prime contractors during the Subscription Term. This Service Level Agreement will include, but is not limited to, the platform (RapidDeploy) and guaranteed uptime thereof, the Client support process as outlined by the RapidDeploy support process, and the escalation processes and details to provide consistent and visible service delivery processes.

Definitions

"Planned Maintenance" means planned downtime of the RapidDeploy platform, as announced by RapidDeploy prior to the Services becoming unavailable.

"Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the month in which the RapidDeploy services were unavailable due to Severity 1 incidents. Monthly uptime percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

"Unavailable" and **"Unavailability"** in the context of RapidDeploy services, means where the platform is unresponsive or unreachable due to a fault or failure of the RapidDeploy technical delivery infrastructure and specifically excludes inability for Client to connect to the platform due to unavailability of Internet connectivity (primary or backup) or any other third-party products or services including, but not limited to, third-party integrations (including ALI), hardware, software, and infrastructure required to access and communicate with RapidDeploy services.

1. Service Reliability:

- a. RapidDeploy shall use proactive and technically appropriate measures to provide an uptime of 99.99% for the RapidDeploy Platform Services for the measurement period and subject to exclusions outlined below in **Section 2**.
- b. For unplanned downtime (an **"Incident"**), RapidDeploy will assign a trouble severity code and priority based on RapidDeploy's assessment of the Event at the point of trouble identification. RapidDeploy will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Monitoring	Initial Response Time	Status Update Intervals
Severity 1 - Critical	<p>"Severity 1 Incident" means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the RapidDeploy Services and prevents ability to perform critical functions on the platform, excluding third party integrations.</p> <p>Associated with Client Platform outage or platform unavailability greater than or equal to 50% loss of usability of the system.</p>	24x7x365	15 minutes	30 minutes*
Severity 2 - Serious	<p>"Severity 2 Incident" means a non-catastrophic Event causing a significant component of the RapidDeploy Services to fail or to perform</p>	24x7x365	2 hours	8 hours*

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	materially different than design, creating significant inconvenience for normal functions but workaround exists to perform critical functions. Associated with service disruption to multiple users although not necessarily causing major financial or contractual risk to Client.			
Severity 3 - Medium	"Severity 3 Incident" means an Event that: (a) has minimal current impact on Client, and (b) causes a malfunction of a non-essential RapidDeploy Service feature. Minor business impact - individual users affected only.	Business Hours	1 business day	N/A
Severity 4 - Low / Minor	"Severity 4 Incident" means an Event that: (a) has low impact on Client, and (b) causes a malfunction of a non-essential RapidDeploy Service feature.	Business Hours	2 business days	N/A

*For Severity 1 and 2 Events, RapidDeploy will provide continual support until the Event is resolved.

2. Service Level Measurement:

- a. RapidDeploy will measure uptime monthly based on platform uptime outside of all planned mutually agreed maintenance windows.
- b. RapidDeploy will measure platform downtime and unavailability based on Severity 1 incidents only, this includes any emergency downtime for resolution of Severity 1 incidents.
- c. RapidDeploy considers all third-party integrations to be non-essential functions to perform critical functions within the platform.
- d. RapidDeploy will provide availability reports for platform Service Levels within 3 business days following request of such information by Client or Prime Contractor (as applicable).
- e. **SLA Exclusions:**
 - i. The service level agreement does not apply to unavailability that results from a platform suspension or remedial action, as defined in the Master Agreement
 - ii. Due to factors outside of RapidDeploy's reasonable control, including any force majeure event, Client internet access, or problems beyond the demarcation point of the RapidDeploy infrastructure
 - iii. Resulting from any actions or inactions of the Client or any third party as can be reasonably determined
 - iv. Resulting from the equipment, software or other technology of the customer or any third party (other than third party equipment within RapidDeploy's direct control) including third-party maintenance

3. Service Hours:

- a. Service Hours are provided based on US Central Standard Time
- b. Business Hours: 7:00 am to 6:00 pm Monday to Friday, except Public Holidays
- c. 24x7: 24 hours per day, every day
- d. After Hours is defined as any time not included in Business Hours

4. Service Requirements:

- a. **Client Internet Access:** In order to use the Service, a Client must have or must obtain access to the internet, either directly or through devices that access Web-based content. A Client must also provide all equipment necessary to make and reliably maintain such connection to the World Wide Web, preferably with some failover redundancy provided for.

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- b. **Third-Party Software:** A Client must agree to use software produced by third parties, including, but not limited to "browser" software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by RapidDeploy and to follow secure logon procedures for services that support such protocols. A Client must acknowledge that RapidDeploy is not obliged to notify Clients of any third-party software upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks not owned or operated by RapidDeploy or telecommunications facilities, including, but not limited to, the Internet.

5. Client or Prime Contractor Points of Contact:

- Client or Prime Contractor shall identify and designate points of contact who will engage and interact with RapidDeploy support during Client Onboarding.
- Client or Prime Contractor designees will be provided access to RapidDeploy online support tools to log and track service requests.
- If Client or Prime Contractor experiences a Severity 1 incident impacting critical platform functions, that party shall also contact RapidDeploy's Client support
 - by e-mail at support@RapidDeploy.com
 - via telephone at +1(512)-488-6420.

6. RapidDeploy Points of Escalation:

	Title	Name	Phone / Email
Customer Support	Support Desk		Tel 512.488.6420 Email Support@RapidDeploy.com
Initial Escalation	Head of Support	Erik Cerbulis	erik.cerbulis@rapiddeploy.com
2 nd Escalation	VP, Customer Experience	Ryan Chandler	ryan.chandler@rapiddeploy.com
3 rd Escalation	Chief Revenue Officer (CRO)	Dami Bullock	dami.bullock@rapiddeploy.com

- Escalation Details: All incidents and requests will be escalated as per the relevant severity classification only once a service ticket has been issued.
- Once an incident has been logged with the RapidDeploy Service Desk, it is allocated the appropriate service level, Severity and/or category of service. This allocation dictates the manner in which the incident's lifecycle will be addressed.

7. Support Process:

- The support process starts when the Client has submitted a support request and RapidDeploy has opened a new a service ticket. All support actions, metrics and escalations will be linked and recorded against by the service ticket.
- Once a service ticket has been assigned, Tier 1 support will review the support request and assign the appropriate Severity, service level criteria and request type. If the request type is either a bug requiring technical assistance or a new feature request, the service ticket is passed to the development management team for assessment, prioritization and scheduling as part of the development delivery process.
- If the service ticket is for either a non-technical bug or general support request, the service ticket is then assigned to Tier 1 support for resolution. At this point the ticket will be subject to SLA timelines for initial response and updates. RapidDeploy will escalate beyond Tier 1 support as needed in order to resolve the incident in a timely manner.
- During assessment of and on completion / resolution of the service ticket, the Client will be provided with a resolution progress and feedback pertaining to their request.
- Training on the support process and usage of RapidDeploy support tools will be provided during Client onboarding.

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8. Support Responsibilities: RapidDeploy shall –

- a. correct all incidents in accordance with the required times and other terms and conditions set forth in this SLA, including by providing defect repair, programming corrections, and remedial programming;
- b. provide online access to technical support bulletins and other user support information and forums, to the full extent RapidDeploy makes such resources available to its other customers; and
- c. respond to and resolve all support requests as specified in this SLA.

9. Change Control / Release Management:

- a. **Service Interruptions and Advance Notice:** RapidDeploy will provide Client or Prime Contractor (as applicable) with at minimum 72 hours advance notice via email of all planned maintenance activities resulting in any service interruptions including any possible interruptions that may have a direct impact on RapidDeploy Service. RapidDeploy shall, where reasonably practicable, give to the Client at least 5 business days prior written notice of Scheduled Maintenance that is likely to affect the availability of the Services or is likely to have a material impact upon the Services; and RapidDeploy shall, where reasonably practicable, give to the Client at least 2 business days prior written notice of Unscheduled Maintenance that is likely to affect the availability of the Services or is likely to have a material impact upon the Services, but due to its nature, no notice is required for Emergency Maintenance.
- b. **Implementation of Updates/Maintenance:** RapidDeploy will execute any planned maintenance within the RapidDeploy service in a professional manner and Client or Prime Contractor shall be notified when maintenance activities have been completed.
- c. **Emergency Maintenance:** RapidDeploy shall perform emergency maintenance as necessary and will, if possible, give advance notice to Client or Prime Contractor. “Emergency” shall mean that RapidDeploy has become aware of a problem that, if an immediate remedy is not implemented, will prevent RapidDeploy from continuing to support and provide the elements and aspects of the RapidDeploy Service. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether RapidDeploy has achieved its service uptime goal.

[Remainder of Page Intentionally Left Blank.]



Exhibit C – NG911 Bundle Statement of Work (SOW)

This document describes RapidDeploy's mutually agreed-upon solution and scope for Marion County, a Political Subdivision of the State of Florida (hereinafter referred to as "Client") for Radius Tactical Mapping and Eclipse Analytics as a supplement to the Software-as-a-Service Agreement ("Master Agreement").

1. Introduction

The purpose of this SOW is to describe the cloud-based Software-as-a-Service (SaaS) to be delivered to client with regard to the replacement/installation of their 9-1-1 tactical mapping system, the installation of their analytics and business intelligence platform (BI) system and the characteristics of the associated services at a summary level.

All products within RapidDeploy's SaaS public safety platform will be delivered leveraging Microsoft's Azure Government cloud and will be provisioned within RapidDeploy's Azure Government Tenant.

2. Scope Summary

Client Legal Entity Name:	Marion County, a Political Subdivision of the State of Florida
Client Address:	2710 E. Silver Springs Blvd, Ocala, FL 34470
Number of PSAPs:	Primary: 2 Secondary: 1 - BACKUP
Product Requested:	NG911 Bundle
RapidDeploy Quote # (Incorporated by reference as Exhibit D - "Quote")	Quote #
Number of Total Call-Taker Positions	Primary: Secondary: Ø
Contract Term:	5 YRS.
Name of Existing CHE/CPE Software Platform and Version #:	VESTA VERSION: RB.1.278.656
CHE/CPE Maintenance Provider	LUMEN
Number of EDG Device Installation Locations:	
Number of 9-1-1 Calls per Year	209,390

1

3. Place of Performance and Language

The services for the Project will be provided primarily remotely. However, it is understood that on-site visits may be periodically required. Training sessions and method of delivery will be specified in the Radius and Eclipse Scope of Services.

All deliverables and system configuration will be completed in US English.

4. Project Background

The Client seeks a cloud-based tactical mapping platform to facilitate timely dispatching of Fire/EMS/Police/Sheriff to emergency incidents through the usage of the Radius integration with call-taking systems and other external data sources. The Client also seeks a cloud-based analytics and business intelligence platform to facilitate and provide insights into PSAP performance and timely dispatching of Fire/EMS/Police/Sheriff to emergency incidents.

Sample CAD ANI/ALI spill and Admin call data provided and validated?	
CDR (Call Detail Report) / I3 Logger data samples provided and validated?	
ANI/ALI and CDR / I3 Logger Data provided via Serial ports or IP?	
CHE Refresh Cycle Date (if applicable):	EVERY 5-7 YRS.
Is the call handling solution on-premise/standalone or hosted?	ON PREMISE / STANDALONE
GIS Hosting Option	
Primary/Secondary Map:	
Primary Internet Connection [LAN/Satellite/etc.]:	
EDG Internet Connection [LAN/Satellite/etc.]:	
Redundant Internet Connections [LAN/Satellite/etc.]:	



5. Project Fees and Fee Schedule

Payment Terms shall be governed by the Master Agreement. Any changes in scope, timelines, or pricing will be addressed via the Change Order Process as described in the Master Agreement. All future subscriptions and costs following initial SaaS Availability will be governed by the Master Agreement terms and conditions.

5.1. Implementation Fees

Milestone payments for Implementation Fees for this Project will be due upon completion of Project Milestones in accordance with the schedule in **Exhibit D – Quote**.

5.2. SaaS Fees

Annual SaaS subscription fees as defined in **Exhibit D – Quote** shall be payable upon provisioning and availability of Client Tenant and completion of the **SaaS Availability Milestone**.

The **SaaS Availability Milestone** shall be deemed complete when the RapidDeploy Product has been provisioned for the in-scope PSAPs and access granted to Client.

RapidDeploy shall present SaaS Acceptance Form to Client for signature upon completion of the SaaS Availability Milestone. Subsequent annual subscriptions shall be subject to the terms and conditions of the Master Agreement.

6. Project Activities

The project activities are defined in the **Scope of Service**, including the order of activities, duration, and task owner.

A Work Breakdown Structure ("WBS") will be developed and agreed with the client which outlines the activities that will occur over the course of the project. While these are outlined in sequential order in the WBS, many of these activities will occur in parallel and/or overlap to some degree during the project. The specifics of activity timelines and durations will be defined in detail in the Project Plan (Schedule), which will be developed and finalized during the Project Initiation phase.

Requirements Validation shall be a collaborative effort between RapidDeploy and Client and will commence as soon as practical following receipt of fully executed Master Agreement and Purchase Order.

7. Radius Product

7.1. Radius Product Specifications

7.2. Radius Scope of Services

8. Eclipse Analytics

8.1. Eclipse Product Specifications

8.2. Eclipse Scope of Services



Signature page follows.



Client Acknowledgement

This Statement of Work between RapidDeploy and Marion County, a Political Subdivision of the State of Florida shall become effective when signed by authorized representatives of both parties and provided that detailed information and considerations must be taken into account for successful implementation of the solution.

By initialing below, Client acknowledges receipt of and compliance with the requirements detailed in the associated document.

RapidDeploy Radius Product Specifications

RapidDeploy Radius Scope of Services

RapidDeploy Eclipse Product Specifications

RapidDeploy Eclipse Scope of Services

RapidDeploy EDG Interface Requirements

Client, by signing below, (i) indicates that the Statement of Work has been read and the terms outlined within have been accepted.

RapidDeploy

Marion County, a Political Subdivision of the State of Florida

DocuSigned by:
Dami Bullock
By: _____
(Authorized Agent or Representative)

By: _____
(Authorized Agent or Representative)

Dami Bullock

(Typed or Printed Name)

(Typed or Printed Name)

COO

(Title)

(Title)

01/28/2025

(Date)

(Date)



Radius Emergency GIS Mapping Services Product Specifications

States, counties, and cities developing advanced cloud GIS services have a need to deliver location data securely and reliably to PSAPs for emergency calls alongside supplemental data call data and situational awareness data, available now and in the future.

When seconds count, Emergency Services need a single pane of glass to fuse all available integrated to the 9-1-1 Call Processing Equipment providing a full view of the emergency and the risk to first responders to route the right resources quickly and efficiently.

Radius 9-1-1 Call Taking Map

Integrated with 9-1-1 Call Processing Equipment Radius connects directly with the Cloud Hosted GIS Services ensuring the most current and accurate data is used to determine the location of callers. Radius provides a statewide platform to deliver authoritative GIS data, commercially available GIS data, and supplemental call-taking data and supports legacy 9-1-1 networks, ESInet core services, and compatibility with advanced ESInet capabilities such as PDIF LO ingestion and plotting the event on the map seamlessly.

Radius Call-Taking Experience

Radius provides a seamless experience for call takers by automatically indexing the map to the location of the 9-1-1 call being answered to display the location of the caller, available supplemental data and situational awareness data quickly and automatically. When seconds matter Radius seamlessly fuses together all available information and modern communication tools in a single pane of glass.

Situational Awareness Data

- **Live traffic** integration, Waze Data, Waze Alerts
- **Satellite Imagery** from both commercial data partners such as Google, Esri, and Microsoft as well as authoritative aerial imagery via Esri integration.
- **Indoor floor plans** can be displayed automatically with caller location plotted directly on the map in either Esri GIS or Geo Tiff file formats for improved situation awareness.
- **CCTV Video feeds** are easily displayed by Esri interface that shows the location and one click streaming directly on the map in relation to 9-1-1 calls.
- **Esri native integration** tools enable agencies to quickly and easily integrate public and private Esri content such as trail maps, critical infrastructure locations, and resource status.

Advanced Mapping Tools

- **Forward/Reverse Geocoders** – unlimited number of geocoders can be configured and ranked enabling the use of both authoritative and commercial geocoders simultaneously.
- **Map Discrepancy Reporting** – users can quickly and easily flag map discrepancies which automatically route to GIS managers for review and validation.

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- **Temporary Map Markups** – Users can identify and annotate areas and regions within the map specifying the time the temporary map markups should be visible to all users in the agency. This enables agencies to quickly communicate large-scale emergency events, public events such as parades, or disasters such as wildfires, and floods.

Supplemental Caller Location Data

- **Supplemental Mobile Device Location** Integration, allowing call-takers and Dispatchers to see supplemental location information from Apple EED and Google ELS including caller in motion.
- **Integration with ANI/ALI** via patented Emergency Data Gateway Device to capture and transmit CAD Spill data securely to the cloud.
- **Abandoned mobile call visibility** - Mobile Caller location is displayed on the map and signals queue even when the voice call is not connected.
- **Visualize misrouted calls** – Radius state-wide deployments enable each PSAP to see the location of mobile callers on the map and identify if that caller has been routed to an adjacent PSAP to see which PSAP answered the call.

Modern Communication Tools

- **RapidLocate** feature allows the call taker to send an SMS to a smartphone via Radius and return that phone's exact latitude and longitude (mobile phone data connection required).
- **RapidVideo** feature allows the call taker to send an SMS to a smartphone via Radius and turn the phone into a live recorded video stream that plays back to the Dispatcher, as well as returning the exact latitude and longitude.
- **Two-Way SMS Texting** with native translation services built-in, allowing call-takers and dispatchers to communicate directly with callers outside of traditional text-to-9-1-1. Preconfigured messages can be configured by the agency.

Vehicle Crash Telematics Data

- Correlated with ANI/ALI and Mobile Location Caller Data, Vehicle Telematics data is displayed as additional data which provides detailed location, vehicle propulsion data, condition, number of passengers, and, when available, calculated Injury Severity Prediction.

School Emergency Data

Radius provides an advanced, fully integrated, school and public building emergency workflow that allows agencies to connect and automatically correlate, authoritative GIS, caller location, Panic Button Data, Indoor Floor Plans, and mass communication tools.

- Audible alerts and display are configurable enabling agencies the flexibility to configure emergency data per their SOPs.
- Radius integration to PSAP CPE ensures that Panic Button Callers are immediately identifiable, and their location is plotted on indoor floor plan data when available saving valuable seconds in those most critical calls.
- Radius Modern Communication tools include the ability to text from 9-1-1 with translation and initiate streaming video services to see what the caller sees providing critical situational awareness.

Esri Native, Public Safety Grade, Secure platform to ingest and correlate an agency's authoritative GIS data with commercially available Esri GIS Services and Supplemental Data to provide a comprehensive situational awareness for every 9-1-1 call.

- Ability to integrate and natively display more than 20 base maps and feature layers, including ESRI, Google, Waze, TomTom, Azure Location Services, Bing, OpenStreetMap, and others.

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- Deep ESRI integration with the ability to utilize agency REST service base maps and feature layer metadata natively within Radius.
- Esri Data can be deployed state-wide or by individual agencies ensuring the most relevant and critical data is available for the specific needs of the individual agency.
- In the event of a PSAP evacuation or outage, call takers can log into the Radius platform from any accessible internet-accessible computer and access data specific to their county and region.

The Power of the Cloud

- **Redundancy** – Supplemental mobile caller location (ELS & EED) data is delivered outside of the 911 network and correlated with 911 call data when received at the CPE. In the event of a 911 network failure, Mobile 9-1-1 callers will remain visible on the map and in the signals queue, enabling PSAPs to initiate contact with 9-1-1 callers even when their voice call is not routed to the PSAP.
- **Resiliency** – In the event of a PSAP evacuation or outage, call takers can log into the Radius platform from any accessible internet-accessible computer and access data specific to their county and region.



Radius Scope of Services

SaaS Product Offering

RapidDeploy products are offered as a Software as a Service (SaaS) which is always up to date and will grow and expand with the needs of the customer, providing a platform to deliver continuous improvements as new data, technology, and services become available to 9-1-1 networks and PSAPs.

- Hosted in the Microsoft Azure Cloud (Government Azure Cloud for US Government Agencies), the RapidDeploy platform is secure, redundant, resilient, and scalable for dynamic workloads.
- Every RapidDeploy customer is maintained on the same code base. As new features and functions are implemented, every customer will receive those upgrades as a part of their monthly SaaS subscription.
- System upgrades and new features and capabilities are also rolled out in real time without any loss of service.

Software as a Service Licensing

RapidDeploy offers cloud native Software as a Service (SaaS) products which are licensed based on the number of authorized seats. The Annual SaaS Subscription fee is calculated based on the number of licenses at the monthly license price for 12 months. Changes to the number of users or licenses required by the end customer will be reviewed on an annual basis and adjustments to the number of licenses or users will be made, if required.

SaaS Subscription Fees

The annual subscription for Eclipse software is due upon completion of the SaaS Milestone, as defined above, and execution of the SaaS Acceptance Form. RapidDeploy charges our SaaS subscription on an annual basis in advance. The subscription cost is due annually on the anniversary date from the date the SaaS was initially made available to the customer (SaaS Availability Milestone date).

Milestones, Acceptance Criteria

RapidDeploy standard SaaS Availability Milestone criteria are listed below and when completed represent the achievement of the milestone. These standard milestones are made a part of the agreement unless alternative milestone criteria is detailed in Exhibit D Quote.

The completion of delivery tasks, availability of features, capabilities, or services as detailed in the below milestone summary or milestone summary provided as part of Exhibit D represent acceptance and agreement.

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SaaS Availability	<ul style="list-style-type: none"> • Project Kickoff meeting conducted • Draft Project plan created and shared for review • Tenant(s) created and standard configurations applied (including RapidLocate, RapidVideo, and SMS Provider for Radius, as applicable) • Signals for Supplemental Device Location Service are enabled (Geofence is approved and configured) • System Administrators and/or Key Stakeholders provided access to tenants and RapidDeploy Learning Management System (LMS), as mutually deemed necessary 	Annual SaaS Subscription Fee
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Delivery of Radius – Required Customer Activities

The following activities are owned by the customer and RapidDeploy and must be completed as part of the initial requirements validation (discovery) phase:

1. Confirm client can provide ANI/ALI Spill outputs via configured Serial ports from the Call-Handling system or via IP if approved by RapidDeploy.
 - a. Once the connection is established between Client's call-handling system, the RapidDeploy implementation team will apply an initial parsing profile and will monitor parsing accuracy for up to 5 business days. If anomalies are discovered, RapidDeploy will adjust the parsing profile as needed to address them and may, in some cases, engage the Client to investigate further to determine the adjustments that are needed. This DOES NOT constitute a dependency for Client SaaS Acceptance (per Section 5.2) and is considered normal course of deployment activities.
 - b. In cases where Client has an integrated Text-to-911 solution in place and Text-to-911 calls are ingestible by the EDG device from the Client's call-handling system, additional custom parsing logic may be required. To properly ingest and plot Text-to-911 calls in Radius, the following data elements must be present in the ALI spill: Date/Time, Class of Service, Lat/Long, and Agent Position ID/#. RapidDeploy will work with the Client to confirm if this is the case and will collaborate with the customer and any third-party providers (e.g., CPE maintenance vendor) to determine what, if any, parsing logic adjustments are required. As this is considered non-standard for RapidDeploy implementations, this DOES NOT constitute a dependency for Client SaaS Acceptance.
2. Confirm Client approach to running RD Product on the floor (workstation access, internet, browser).
 - a. Radius is a powerful primary 9-1-1 call taking mapping application accessed by end users at the PSAP workstation on any chromium-based browser accessing the Azure Government Cloud. Chromium browsers can reside on a dedicated PC, CAD PC, CPE/CHE PC or Admin PC. While not a requirement, to provide an optimal user experience, Radius is best used on a dedicated monitor on the same computer as the call-taking application, which enables the user to easily copy and paste supplemental call data directly into call-taking and/or CAD systems and ensures every element of supplemental data is simultaneously displayed while the 911 call is being answered and handled.
3. Complete EDG Request for Information (RFI) form for all in-scope PSAPs, review and confirm ability to meet URL Whitelisting requirements (for web application operations) and IP Whitelisting and network connectivity requirements (for EDG installs)
4. Review and confirm ability to meet Hardware and Network specifications to support operations of RD products within Client environment.
5. Review and confirm technical approach for GIS data/service creation and management and ability to publish and host desired GIS services as ESRI REST services, (including determining if 3rd party is required) per RapidDeploy GIS Data Requirements.
6. Planned Client Upgrades – Document Client's planned upgrades to CHE/CPE equipment with vendors, versions, and timelines which may impact overall Project timelines.

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Following the completion of the Requirements Validation Phase, RapidDeploy and Client will mutually agree on a Project Plan (Schedule), a Formal Project Kickoff Date, any updates to this Statement of Work, and Estimated Onboarding Completion Date. Should discrepancies be discovered after Requirements Validation is completed during the course of the implementation effort, RapidDeploy reserves the right to adjust the Project Plan (Schedule) to accommodate any impacts that result from such discrepancies or new information that is discovered.

Customer acknowledges receipt of the following requirements documents and confirms adherence to the requirements outlined therein:

1. RapidDeploy Radius Hardware Requirements
2. RapidDeploy Radius Network & URL Whitelisting Requirements
3. RapidDeploy EDG Interface Requirements
4. RapidDeploy Radius GIS Data Requirements

Integration to Call Handling / Call Processing Equipment

Radius utilizes RapidDeploy's Emergency Data Gateway (EDG) device which directly connects to a PSAP's on-premise or hosted Call Handling Equipment, enabling RapidDeploy products to retrieve the network location of 911 calls (ALI Spill) directly from the 9-1-1 Call Handling Equipment and display them on the Radius map. The EDG device integrates with Call Handling Equipment in one of two ways:

1. CAD spill port using a serial cable connection
2. IP-based network ingestion via ENTRA solution or TCP listener

It is mutually understood that the following services will be provided by the customer, prime contractor, or third party and are out of scope for RapidDeploy:

1. Installation of EDG device(s)
2. Connectivity for EDG device(s)
3. Field Service and Support for EDG device(s)

CHE Changes

RapidDeploy will integrate with the customer's existing Call Processing Equipment (CPE). RapidDeploy requires 1 month advance notice of any CPE changes, such as a migration to a new vendor, migration to a new version, and changes to ALI spill format. Failure to provide notice may result in temporary unavailability of the product for use.

Training

RapidDeploy's best-practice is to tailor the training program using RapidDeploy provided training and learning resources, with end-user training being driven by our clients.

Training activities for the Project are defined as follows:

1. Training Approach and Plan

At the appropriate time during the project, RapidDeploy will conduct a Training Kick-off with the Client to define scope of training needs, led by the Client's assigned Customer Success Manager (CSM). This will include defining the delivery method(s), target audiences, and any additional relevant information to promote successful training of Client stakeholders and end users. The agreed-upon approach for Training will be documented and shared with Client stakeholders via email.

Unless otherwise specified, all training will be provided via the RapidDeploy Academy online Learning Management System (LMS), an on-demand training portal available 24/7/365. Should in-person training, live

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webinar training sessions, and/or a significant number of "Office Hours" sessions be requested by the Client, the RapidDeploy team will work with the Client to agree on an approach, which will be documented and reviewed. There may be an additional charge required if in-person and/or live webinar training sessions are desired by the Client.

2. Radius System Administrators Training

System Administrators will be given access to Radius System Admin training modules in the RapidDeploy Academy. The primary audience for these training modules is PSAP training staff and/or supervisors who will then be able to enroll and direct the attendance of PSAP end users.

3. Radius End-User Training

Radius End-User training modules are tailored to front line PSAP personnel and administered at a self-directed pace while seated at a console. System Administrators/Supervisors will be responsible for monitoring completion of the RapidDeploy Academy curriculum by the end users. Once complete, end users will receive a certificate.

4. "Office Hours" Live Training Sessions

If requested and agreed, RapidDeploy will schedule and conduct a live, instructor-led webinar session to answer questions and provide in-depth review of specific application functionality, as requested by the Client. The RapidDeploy Customer Success Manager will work with Client to determine the quantity and timing of this session(s) based on need and availability of RapidDeploy staff.

In-depth training videos and training guides will also be made available to all PSAP end users via the Help Center, which can be accessed directly from the Support Portal within the RapidDeploy Radius application.

SaaS Operation - Customer Success

Customer Success (CS)

RapidDeploy's Customer Success (CS) team works with all customers post-onboarding to drive on-going satisfaction and promote objective attainment across involved stakeholders. Our CS team's goal is to help every customer get the most from our products and services. As organizations grow, adjust policies and procedures and as products are updated, CS works with customers to support on-going training activities via the RapidDeploy Academy and other channels, define and improve workflows using our products, and answer questions to drive alignment and overall success.

Feature and Enhancement Requests

Customers are our greatest source of inspiration. New feature and functionality requests are fielded by the assigned Customer Success Manager (CSM) and can also be submitted via the online help center or by emailing the RapidDeploy Support team. Requests are evaluated, prioritized, and planned with the help of our Customer Advisory Board (CAB), which is comprised of both customers and industry leaders.

Product enhancements include updates to workflows, reporting, administration, integrations, display, or user interface improvements. As a SaaS product, enhancements are included and made available to existing customers at no additional cost. New modules or additional product functionality may be developed, and these new modules may have an additional cost, new functionality are generally considered new functionality or capabilities that expand the use of the product, the types of users or the role of the users.

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Vulnerability Risk Assessments

RapidDeploy completes external vulnerability and risk assessments with both third-party organization and automated security and vulnerability services. Vulnerabilities are categorized by severity and risk and added as planned software updates or critical software patches.

Platform Upgrades, New Releases

Through our SaaS delivery model, we maintain a single and unified codebase for all our customers with new features and capabilities feature flagged for activation upon user acceptance. Upgrades and new features are deployed on a scheduled and ongoing basis, in collaboration with Client and local stakeholders. If a new feature is not desired for Client or any of the PSAPs, the flag for the feature can be set to disable rather than executing a roll back of code. Each formal release is based on versioned components—each of which are rolled individually back if deemed necessary.

Critical Software Patch Release Process (HOT FIX)

RapidDeploy at its discretion may choose to complete a critical software patch or update outside of the normal release schedule when a vulnerability or software error presents a significant risk to customer operations.

Terms of Use

Use of the Services

Client may use the Services only: (i) during the Subscription Term; (ii) for Client's internal business purposes; and (iii) in accordance with this Agreement and the Documentation. Client shall notify RapidDeploy of each billing metric added for purposes of using the Services. Client may only use the Product(s) it selects, and any further and future products, services, features, or functionalities may be requested from RapidDeploy and additional fees and charges may apply. On or after the Effective Date (as referenced in the relevant Order Form), RapidDeploy shall create an Account for Client to access the Services and shall provide Login Credentials to Client for that Account. To use the Services, Client must register and set up an authorized Account with Login Credentials. Client is responsible for any use of the Services that occurs under its Login Credentials, and Client is responsible for its Users' compliance with this Agreement. If Client becomes aware of any User's violation of this Agreement, Client shall promptly terminate that User's access and use of the Services.

Restrictions

To the extent expressly permitted in this Agreement or required by law, Client shall not, directly or indirectly, or permit any third party to: (i) republish or redistribute any content or material (including any output generated by Client) from the Services; (ii) make any alteration or modification to or translation of the Services; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, process flows, technical structure/architecture or other trade secrets of the Services; (iv) resell, distribute or sublicense the Services; (v) develop a product or service similar to or competitive with the Services having any functional attributes, visual expressions, or other features similar to those of the Services; (vi) introduce or upload to the Services any Prohibited Content; or (vii) use the Services (a) in a way prohibited by law, regulation, or governmental order or decree, (b) to violate any rights of others, (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Services or any other service, device, data, account, or network, (d) to distribute spam or malware, (e) in a way that could harm the Services or impair anyone else's use of it, or (f) in a way intended to work around the Services' technical limitations, recurring fees calculation, or usage limits.

Ownership of the Services

RapidDeploy and its suppliers own and retain all right, title, and interest in and to the Services and any related RapidDeploy software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any Analytics Data. Client's rights to use the Services are limited to those expressly granted in this Agreement. No other rights with respect to the Services, any related RapidDeploy software, or any related Intellectual Property Rights are implied.

RapidDeploy CONFIDENTIAL INFORMATION

Ownership of Content

Client and its Users retain all right, title and interest in and to any Client Content and all Intellectual Property Rights in the Client Content. Client's rights to access and use Client Content via the Services are limited to those expressly granted in this Agreement. Client hereby grants RapidDeploy a worldwide, non-exclusive, transferable, sublicensable, royalty-free, fully paid license to use the Client Content as necessary to provide the Services to Client under this Agreement and in accordance with its rights and obligations under this Agreement. Client Content will be returned to Client in a format reasonably determined by RapidDeploy upon written request following the expiration or termination of this Agreement.

Other Emergency Communications Service Provider Authorization

Client hereby authorizes RapidDeploy to provide "other emergency communications services" pursuant to 47 U.S.C. § 615b. These services include, but are not limited to, acquiring and transmitting Apple End-User EED Data, Google Android End-User ELS Data, and supplemental data from other sources to Client for the purpose of assisting in an emergency. Client acknowledges and agrees that RapidDeploy is and shall be an "other emergency communications service provider" in accordance with U.S. Code Title 47, Chapter 5, Subchapter VI, 615b and shall be subject to the immunities and other protections from liability set forth in U.S. Code Title 47, Chapter 5, Subchapter VI, 615b.

Data Security and Privacy

The terms and conditions that govern the parties' respective rights and obligations arising from and relating to data protection and data privacy are set forth in Exhibit A to this Agreement (the "Data Protection Addendum").

Support and Service Level Agreement

RapidDeploy shall provide Support in respect of the Services during the Subscription Term in accordance with Service Level Agreement as defined by CONTRACT FOR SERVICES C-585-23-002 Exhibit C. RapidDeploy shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week.

Third Party Content

As part of Client's use of the Services, Client may receive access to Third Party Content or sensitive Third-Party Content that is only accessible with the use of digital certificates. Client is responsible for complying with, and causing its Users to comply with, any terms that may be presented to Client when Client accesses that Third Party Content. RapidDeploy will determine in its sole discretion whether to (i) obtain digital certificates on Client's behalf and assign or transfer such certificates to Client, or (ii) require Client to obtain digital certificates itself. In the event RapidDeploy obtains digital certificates on behalf of Client and assigns or transfers those digital certificates to Client, Client will be responsible for complying with, and causing its Users to comply with, any terms and conditions presented by the provider of such digital certificates, and may be required to enter into a separate agreement with the provider of such digital certificates as a condition of accessing sensitive Third Party Content. Third Party Content is available "AS IS" without indemnification, support (unless otherwise specified), or warranty or condition of any kind. RapidDeploy, any provider of Third Party Content, and any provider of digital certificates necessary to access sensitive Third Party Content may suspend or terminate provision of any Third Party Content at any time, and that suspension or termination will not be deemed a material, detrimental change or a breach of this Agreement.

Third Party Interfaces

Generally, RapidDeploy does not charge our clients one-time implementation charges for platform interfaces on the presumption that these will be delivered in a standardized and configurable manner and available to all RapidDeploy Clients.

It is mutually understood that Client may need to provision separately with existing third-party providers for accessing and activating direct connection from RapidDeploy's platform to third-party paid-for services. Client will provide those credentials to RapidDeploy to connect and integrate with such services.

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Eclipse Analytics Product Specifications

Eclipse Analytics is RapidDeploy's cutting edge analytics platform that ingests your phone system (Call Data Record/CDR) into the cloud and generates unique insights and reports, including predictive and prescriptive analytics. The solutions are built on Microsoft Power BI and can be deployed alongside the agency's current 9-1-1 system. Eclipse Analytics goes above and beyond the standard PSAP reporting capabilities by offering a powerful, easy-to-use data discovery platform that assists PSAPs in addressing challenges such as workforce management and staffing or the lack of quality insights into call volumes and call transfers.

The following highlights the key capabilities and differentiators with Eclipse Analytics:

- Natural Language Query – access data quicker and more efficiently
- Staffing Analytics and Planning – make data-driven staffing decisions
- Call Detail Search – review the data behind every call
- Standard Reports Suite – easy access to frequently needed information
- Automated Report Scheduling and Electronic Delivery – get the information in your inbox
- Self-Service Analytical Reports – get quick answers to questions
- Interactive and Drillable Analytics – dive deeper for more information

Increase Understanding and Awareness of PSAP Performance

- User-friendly, flexible reporting with the ability to view key PSAP metrics including Answer Time, Hold Time, Process Time, Talk Time, Answer Time Compliance to Standard, Abandoned Calls and Transfer Calls
- Visualize individual performance metrics for a call taker
- Understand different variables that affect the overall time to process an incoming call
- Ability to explore data in depth

Call Reports

- Voice and General Text report, by ESN, Trunk, PSAP, Shift, Call Taker, Position, Class of Service and Time Period
- Complete call history from beginning to end
- Data export capabilities
- Search by call taker, address, date or phone number

Natural Language Querying

- Allows the user to easily create new reports by typing in what they want to see and how they want to see it, like internet search engines
- Eliminate the need for hundreds of standard canned reports with the use of on-demand reports
- No programming skills required

Staffing Forecast

- Visualize volume trends and optimize staffing levels easily
- Model based on call volume variations, changes to answer time goals, etc.

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Eclipse Scope of Services

SaaS Product Offering

RapidDeploy products are offered as a Software as a Service (SaaS) which is always up to date and will grow and expand with the needs of the customer, providing a platform to deliver continuous improvements as new data, technology, and services become available to 9-1-1 networks and PSAPs.

- Hosted in the Microsoft Azure Cloud (Government Azure Cloud for US Government Agencies), the RapidDeploy platform is secure, redundant, resilient, and scalable for dynamic workloads.
- Every RapidDeploy customer is maintained on the same code base. As new features and functions are implemented, every customer will receive those upgrades as a part of their monthly SaaS subscription.
- System upgrades and new features and capabilities are also rolled out in real time without any loss of service.

Software as a Service Licensing

RapidDeploy offers cloud native Software as a Service (SaaS) products which are licensed based on the number of authorized seats whose 911 and admin call taking activities data is recorded. The Annual SaaS Subscription fee is calculated based on the number of licenses at the monthly license price for 12 months. Changes to the number of users or licenses required by the end customer will be reviewed on an annual basis and adjustments to the number of licenses or users.

SaaS Subscription Fees

The annual subscription for Eclipse software is due upon completion of the SaaS Milestone, as defined above, and execution of the SaaS Acceptance Form. RapidDeploy charges our SaaS subscription on an annual basis in advance. The subscription cost is due annually on the anniversary date from the date the SaaS was initially made available to the customer (SaaS Availability Milestone date).

Milestones, Acceptance Criteria

RapidDeploy shall present SaaS Acceptance Form to Client for signature upon completion of the SaaS Availability Milestone. RapidDeploy's standard SaaS Availability Milestone criteria are listed in Radius Scope of Services above.

Delivery of Eclipse – Required Customer Activities

The following activities are owned by the customer and must be completed as part of the initial requirements validation (discovery) phase:

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1. Confirm Customer can provide Call CDR (Call Detail Record) or i3 Event Log outputs via configured Serial ports from the Call Handling system or via IP if approved by RapidDeploy.
2. Confirm Customer approach to running RD Product on the floor (workstation access, internet, browser).
3. Complete EDG Request for Information (RFI) Form for all in- scope PSAPs, review and confirm ability to meet URL Whitelisting requirements (for web application operations) and IP Whitelisting and network connectivity requirements (for EDG installs).
4. Review and confirm ability to meet Hardware and Network specifications (incl. bandwidth requirements) to support operations of RD products within Customer environment (control room and mobile).
5. Planned Customer Upgrades (if applicable)— Document Customer's planned upgrades to CHE/CPE equipment with vendors, versions, and timelines which may impact overall Project timelines.

Following the completion of the Requirements Validation Phase, RapidDeploy and Client will mutually agree on a Project Plan (Schedule), a Formal Project Kickoff Date, any updates to this Statement of Work, and Estimated Onboarding Completion Date. Should discrepancies be discovered after Requirements Validation is completed during the course of the implementation effort, RapidDeploy reserves the right to adjust the Project Plan (Schedule) to accommodate any impacts that result from such discrepancies or new information that is discovered.

Note: A Radius tenant will be created and configured for each in-scope PSAP as part of the project deployment. This is required to enable the capture of additional ALI data updates as part of call data ingestion. RapidDeploy will also configure Supplemental Device Location Services, using the in-scope PSAP geofence boundary. The Radius tenant will not be accessible to Client and will only be used by RapidDeploy unless a contract amendment is executed to add Radius to the subscription contract.

Customer acknowledges receipt of the following requirements documents and confirms adherence to the requirements outlined therein:

1. RapidDeploy Eclipse Hardware Requirements
2. RapidDeploy Eclipse Network & URL Whitelisting Requirements
3. RapidDeploy EDG Interface Requirements

Integration to Call Handling / Call Processing Equipment

It is mutually understood that the following services will be provided by the customer, prime contractor, or third party and are out of scope for RapidDeploy:

1. Installation of EDG device(s)
2. Connectivity for EDG device(s)
3. Field Service and Support for EDG device(s)

Data Retention and CHE Changes

RapidDeploy will integrate with the customer's existing Call Processing Equipment (CPE). RapidDeploy requires 2 months advance notice of any CPE changes, such as a migration to a new vendor, migration to a new version, and migration from traditional CDR to an i3 event logger. Failure to provide notice may result in lost data. Recovery of data or re-onboarding of a new CPE may require additional services to be quoted at the time of notice.

For customers who would like to extend their data retention beyond 5 years, an additional annual fee will be applied based on the overall call volume, for each year up to 10 years. Eclipse will begin aggregating data when the integration with the customer's existing CPE is complete. Uploading historical CDR data is possible to get jump-started with Eclipse, but also presents an additional onboarding effort. Upload requests will be evaluated for feasibility and a one-time fee may be applied based on the estimated effort and call volume of data being uploaded.

Training

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RapidDeploy's best-practice is to tailor the training program using RapidDeploy provided training and learning resources, with end-user training being driven by our clients (i.e., "Train-the-Trainer").

Training activities for the Project are defined as follows:

1. Training Approach and Plan

At the appropriate time during the project, RapidDeploy will conduct a Training Kick-off with the Client to define scope of training needs, led by the Client's assigned Customer Success Manager (CSM). This will include defining the delivery method(s), target audiences, and any additional relevant information to promote successful training of Client stakeholders and end users. The agreed-upon approach for Training will be documented and shared with Client stakeholders via email.

Unless otherwise specified, all training will be provided via the RapidDeploy Academy online Learning Management System (LMS), an on-demand training portal available 24/7/365. Should in-person training, live webinar training sessions, and/or a significant number of "Office Hours" sessions be requested by the Client, the RapidDeploy team will work with the Client to agree on an approach, which will be documented and reviewed. There may be an additional charge required if in-person and/or live webinar training sessions are desired by the Client.

2. System Administrators Training

System Administrators will be given access to Eclipse System Admin and Eclipse End User training modules in the RapidDeploy Academy once PSAP-specific data readiness activities have been completed. The primary audience for these training modules is PSAP training staff and/or supervisors. System Admins will then be able to enroll and direct the attendance of PSAP end users, who should be assigned the End User training module only, as appropriate.

3. End-User Training

End-user training modules are tailored to PSAP personnel and administered at a self-directed pace while seated at a console. System Administrators/Supervisors will be responsible for monitoring completion of the RapidDeploy Academy curriculum by the end users. Once complete, end user will receive a certificate.

Additional training videos and training guides will also be made available to all PSAP end users via the Help Center, which can be accessed directly from the Support Portal within the RapidDeploy Eclipse application.

SaaS Operation - Customer Success

Customer Success (CS)

RapidDeploy's Customer Success (CS) team works with all customers post-onboarding to drive on-going satisfaction and promote objective attainment across involved stakeholders. Our CS team's goal is to help every customer get the most from our products and services. As organizations grow, adjust policies and procedures and as products are updated, CS works with customers to support on-going training activities via the RapidDeploy Academy and other channels, define and improve workflows using our products, and answer questions to drive alignment and overall success.

Feature and Enhancement Requests

Customers are our greatest source of inspiration. New feature and functionality requests are fielded by the assigned Customer Success Manager (CSM) and can also be submitted via the online help center or by emailing the RapidDeploy Support team. Requests are evaluated, prioritized, and planned with the help of our Customer Advisory Board (CAB), which is comprised of both customers and industry leaders.

Product enhancements include updates to workflows, reporting, administration, integrations, display, or user interface improvements. As a SaaS product, enhancements are included and made available to existing customers at no additional cost. New modules or additional product functionality may be developed, and these new modules may have an additional cost, new functionality are generally considered new functionality or capabilities that expand the use of the product, the types of users or the role of the users.

Vulnerability Risk Assessments

RapidDeploy completes external vulnerability and risk assessments with both third-party organization and automated security and vulnerability services. Vulnerabilities are categorized by severity and risk and added as planned software updates or critical software patches.

Platform Upgrades, New Releases

Through our SaaS delivery model, we maintain a single and unified codebase for all our customers with new features and capabilities feature flagged for activation upon user acceptance. Upgrades and new features are deployed on a scheduled and ongoing basis, in collaboration with Client and local stakeholders. If a new feature is not desired for Client or any of the PSAPs, the flag for the feature can be set to disable rather than executing a roll back of code. Each formal release is based on versioned components—each of which are rolled individually back if deemed necessary.

Critical Software Patch Release Process (HOT FIX)

RapidDeploy at its discretion may choose to complete a critical software patch or update outside of the normal release schedule when a vulnerability or software error presents a significant risk to customer operations.

Terms of Use

Use of the Services

Client may use the Services only: (i) during the Subscription Term; (ii) for Client's internal business purposes; and (iii) in accordance with this Agreement and the Documentation. Client shall notify RapidDeploy of each billing metric added for purposes of using the Services. Client may only use the Product(s) it selects, and any further and future products, services, features, or functionalities may be requested from RapidDeploy and additional fees and charges may apply. On or after the Effective Date (as referenced in the relevant Order Form), RapidDeploy shall create an Account for Client to access the Services and shall provide Login Credentials to Client for that Account. To use the Services, Client must register and set up an authorized Account with Login Credentials. Client is responsible for any use of the Services that occurs under its Login Credentials, and Client is responsible for its Users' compliance with this Agreement. If Client becomes aware of any User's violation of this Agreement, Client shall promptly terminate that User's access and use of the Services.

Restrictions

To the extent expressly permitted in this Agreement or required by law, Client shall not, directly or indirectly, or permit any third party to: (i) republish or redistribute any content or material (including any output generated by Client) from the Services; (ii) make any alteration or modification to or translation of the Services; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, process flows, technical structure/architecture or other trade secrets of the Services; (iv) resell, distribute or sublicense the Services; (v) develop a product or service similar to or competitive with the Services having any functional attributes, visual expressions, or other features similar to those of the Services; (vi) introduce or upload to the Services any Prohibited Content; or (vii) use the Services (a) in a way prohibited by law, regulation, or governmental order or decree, (b) to violate any rights of others, (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Services or any other service, device, data, account, or network, (d) to distribute spam or malware, (e) in a way that could harm the Services or impair anyone else's use of it, or (f) in a way intended to work around the Services' technical limitations, recurring fees calculation, or usage limits.

Ownership of the Services

RapidDeploy and its suppliers own and retain all right, title, and interest in and to the Services and any related RapidDeploy software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any Analytics Data. Client's rights to use the Services are limited to those expressly granted in this Agreement. No other rights with respect to the Services, any related RapidDeploy software, or any related Intellectual Property Rights are implied.

Ownership of Content

Client and its Users retain all right, title and interest in and to any Client Content and all Intellectual Property Rights in the Client Content. Client's rights to access and use Client Content via the Services are limited to those expressly granted in this Agreement. Client hereby grants RapidDeploy a worldwide, non-exclusive, transferable, sublicensable, royalty-free, fully paid license to use the Client Content as necessary to provide the Services to Client under this Agreement and in accordance with its rights and obligations under this Agreement. Client Content will be returned to Client in a format reasonably determined by RapidDeploy upon written request following the expiration or termination of this Agreement.

Other Emergency Communications Service Provider Authorization

Client hereby authorizes RapidDeploy to provide "other emergency communications services" pursuant to 47 U.S.C. § 615b. These services include, but are not limited to, acquiring and transmitting Apple End-User EED Data, Google Android End-User ELS Data, and supplemental data from other sources to Client for the purpose of assisting in an emergency. Client acknowledges and agrees that RapidDeploy is and shall be an "other emergency communications service provider" in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and shall be subject to the immunities and other protections from liability set forth in U.S. Code Title 47., Chapter 5., Subchapter VI., 615b.

Data Security and Privacy

The terms and conditions that govern the parties' respective rights and obligations arising from and relating to data protection and data privacy are set forth in **Exhibit A** to this Agreement (the "**Data Protection Addendum**").

Support and Service Level Agreement

RapidDeploy shall provide Support in respect of the Services during the Subscription Term in accordance with Service Level Agreement as defined by Exhibit A. RapidDeploy shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week.

Third Party Content

As part of Client's use of the Services, Client may receive access to Third Party Content or sensitive Third-Party Content that is only accessible with the use of digital certificates. Client is responsible for complying with, and causing its Users to comply with, any terms that may be presented to Client when Client accesses that Third Party Content. RapidDeploy will determine in its sole discretion whether to (i) obtain digital certificates on Client's behalf and assign or transfer such certificates to Client, or (ii) require Client to obtain digital certificates itself. In the event RapidDeploy obtains digital certificates on behalf of Client and assigns or transfers those digital certificates to Client, Client will be responsible for complying with, and causing its Users to comply with, any terms and conditions presented by the provider of such digital certificates, and may be required to enter into a separate agreement with the provider of such digital certificates as a condition of accessing sensitive Third Party Content. Third Party Content is available "AS IS" without indemnification, support (unless otherwise specified), or warranty or condition of any kind. RapidDeploy, any provider of Third Party Content, and any provider of digital certificates necessary to access sensitive Third Party Content may suspend or terminate provision of any Third Party Content at any time, and that suspension or termination will not be deemed a material, detrimental change or a breach of this Agreement.

Third Party Interfaces

Generally, RapidDeploy does not charge our clients one-time implementation charges for platform interfaces on the presumption that these will be delivered in a standardized and configurable manner and available to all RapidDeploy Clients.

It is mutually understood that Client may need to provision separately with existing third-party providers for accessing and activating direct connection from RapidDeploy's platform to third-party paid-for services. Client will provide those credentials to RapidDeploy to connect and integrate with such services.

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MARION COUNTY STANDARD ADDITIONAL TERMS AND CONDITIONS

This Additional Terms and Conditions (this "ATC") are made a part of 25C-067 Radius Emergency GIS Mapping Services (hereinafter "the Agreement") between RapidDeploy, 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.")

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 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.
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.
 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.

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 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. **Mutual Indemnification.** Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees 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 the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require COUNTY to indemnify or insure FIRM for FIRM's negligence.
15. **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.
16. **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.
17. **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 such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

18. **Attorneys' Fees.** Notwithstanding anything to the contrary set forth in the Agreement, if a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.
19. **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.
20. **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.
21. **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.
22. **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.

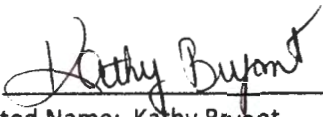
23. **Authority to Execute Agreement.** The signature by any person to the Agreement and this ATC shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing.
24. **Transacting Business in Florida.** As of the date 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.
25. **No Other Negations or Changes.** No other terms or conditions of the Agreement are negated or changed as a result of this ATC.
26. **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.

[This portion of page intentionally left blank. Signature page to follow.]

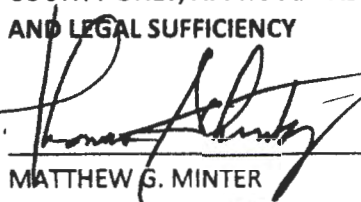
IN WITNESS WHEREOF, the Parties have entered this **ADDITIONAL TERMS AND CONDITIONS** on the date of the last signature below.

COUNTY

MARION COUNTY, a political subdivision
of the State of Florida

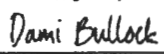
By: 
Printed Name: Kathy Bryant
Title: Chairman
Date: April 15, 2025

**FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

For:  3/19/25
DATE
MATTHEW G. MINTER
MARION COUNTY ATTORNEY

FIRM

RapidDeploy, Inc.

DocuSigned by:
By: 
Printed Name: Dami Bullock
Title: COO
Date: 1/21/2025



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19511

Agenda Date: 7/1/2025

Agenda No.: 7.4.9.

SUBJECT:

Request Approval of Task Order: 20Q-161-TO-52 Construction Manager, Fire Station 11 Replacement Project - Dinkins Construction LLC, Ocala, FL (Budget Impact - Neutral; expenditure of \$6,933,514)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On April 6, 2021, the Board approved contracts with six (6) Construction Managers (CM), allowing the County to select a CM based on expertise, capacity, and availability. Facilities Management has assigned Dinkins Construction LLC to the Fire Station 11 Replacement Project.

The project involves the construction of a new 13,652-square-foot facility to replace the existing Fire Station 11, located on the same parcel as the Florida State Fire College. The new station will feature four apparatus bays, a classroom, and living accommodations for up to eleven personnel per shift. The design incorporates a "Hot-Warm-Cold Zone" layout as part of a cancer prevention initiative, which aims to reduce cross-contamination and mitigate long-term cancer risks. This zoning approach supports best practices in firefighter health and safety, addressing the elevated cancer risk associated with exposure to hazardous substances encountered during emergency response operations.

Substantial completion of the project is expected to take 365 calendar days from the start date on the notice to proceed, with an additional 60 calendar days allotted for final completion.

Attached for review is a draft contract. Upon approval at today's meeting, it will be forwarded to Dinkins Construction, LLC, for signature, and once returned, it will be sent to Legal, the Clerk and Chairman for signatures.

BUDGET/IMPACT:

Neutral; expenditure of \$6,933,513.82. A contingency of up to 10% may be added to the purchase order in accordance with the Procurement Manual. Funding is from VJ732522-562102 (Infrastructure Surtax Capital Project Fund), project FRC000020

RECOMMENDED ACTION:

Motion to approve and allow staff to issue, and upon approval from Legal, authorize the Chairman and Clerk to execute the task order under 20Q-161.

TASK ORDER TO THE AGREEMENT

In accordance with the Construction Manager Agreement, approved by the Board of County Commissioners on April 6, 2021 (the "Agreement") for work within the scope of Solicitation 20Q-161-TO-52 Fire Station 11 Replacement Project, this Task Order to the Agreement (this "Amendment") is made and entered into between Dinkins Construction, LLC whose address 2831 SE 17th Street, Ocala, FL 34471, and possessing FEIN# 27-0867581 ("CONTRACTOR") 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 Construction Manager under 20Q-161.
2. CONTRACTOR's services and performance will be in accordance with the scope of service and fee schedule, Exhibit A hereto. The total cost for the Project will not exceed Six Million Nine Hundred Thirty-Three Thousand Five Hundred Thirteen Dollars and Eighty-Two Cents (\$6,933,513.82). The Project shall reach substantial completion within 365 calendar days with an additional 60 calendar days for final completion. 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. This Amendment adds the following provisions to the Agreement:
Exhibit A – Schedule of Values
4. All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

(Remainder of page intentionally left 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:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

KATHY BRYANT DATE
CHAIRMAN

**FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BCC APPROVED: July 1, 2025
20Q-161-TO-52 Fire Station 11 Replacement Project

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

Dinkins Construction, LLC

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

WITNESS:

ITS: (TITLE)

SIGNATURE

PRINTED NAME



EXHIBIT A - SCHEDULE OF VALUES

MARION COUNTY FIRE STATION #11 REPLACEMENT PROJECT - 20Q-161-TO-52

Schedule of Values

June 11, 2025

#	GENERAL CONDITIONS	VALUES	NOTES
01000	Job Site General Conditions	\$ 19,731.71	Dinkins
01015	Contingency - EXCLUDED - See Below	\$ -	TBD
01018	Jobsite Supervision Cost	\$ 109,200.00	Dinkins
01019	Job Trailer Lease	\$ 28,376.25	Dinkins
01600	Job Trailer Holding Tank	\$ 3,902.25	Florida Express
01040	Project Identification Sign	\$ 1,000.00	Dinkins
01050	Permits - ALLOWANCE	\$ 17,000.00	Marion County
01100	Impact Fees - EXCLUDED	\$ -	Excluded
01150	Builder's Risk Insurance - ALLOWANCE	\$ 56,250.00	Brown and Brown
01200	Bonding - See Below	\$ -	Below
01250	Testing - Site Work Allowance (Proctors, Compaction, Etc.)	\$ 8,350.00	Geo-Tech
01250	Testing - Building Materials (Cylinders, Slumps, Etc.)	\$ 8,425.00	Geo-Tech
01250	Testing - PEMB Nuts and Bolts Inspection	\$ 1,200.00	Geo-Tech
01250	Testing - GMP REVIEW 5-15-25 - Masonry Testing - EXCLUDED	\$ -	EXCLUDED
01250	Testing - Specialty Testing - Windows, Caulking, Floor Flatness, Duct Pressurization - EXCLUDED	\$ -	Excluded
01255	Soil Boring - EXCLUDED	\$ -	Excluded
01300	Surveying - Building Corners and Benchmark	\$ 3,500.00	Preece
01300	Surveying - As Built	\$ 2,000.00	Preece
01430	CADD Usage Fees	\$ 1,500.00	
01450	Blueprint Reproduction	\$ 1,500.00	QRS
01500	Utility Deposits and Fees - ALLOWANCE for TECO Gas Line to Building	\$ 7,500.00	Municipality
01500	Utility Deposits and Fees - Electric Utility Fees - EXCLUDED	\$ -	Excluded
01510	Water & Sewer Connection Fees - EXCLUDED	\$ -	Excluded
01520	Water Meter - EXCLUDED	\$ -	Excluded
01550	Temporary Utilities - Provider Set Up Fees	\$ 4,000.00	Utility Provider Allowance
01550	Temporary Utilities - Pole Install	\$ 2,000.00	Utility Provider Allowance
01550	Temporary Utilities - Safety Light	\$ 2,000.00	Utility Provider Allowance
01550	Temporary Utilities - Monthly Construction Service	\$ 6,000.00	Utility Provider Allowance
01550	Temporary Utilities - Hot Check Service Fees	\$ 6,000.00	Utility Provider Allowance
01550	Temporary Utilities - Water Monthly Service	\$ 1,200.00	Utility Provider Allowance
01550	Temporary Utilities - Meter Rental	\$ 800.00	Utility Provider Allowance
01600	Portable Sanitation - Toilets	\$ 9,600.00	Florida Express
01600	Portable Sanitation - GMP REVIEW 5-15-25 - Hand Wash Stations - EXCLUDED	\$ -	EXCLUDED
01650	Refuse Containers	\$ 27,300.00	Florida Express
01650	Storage Containers	\$ 4,000.00	Buck Storage
01700	Equipment Rental / Scaffold	\$ 14,400.00	Sunbelt
01700	Equipment Rental / Scaffold - Water Trailer With Pump - 4 Month Rental	\$ 6,600.00	Sunbelt
01750	Jobsite Fencing - GMP REVIEW 5-15-25 - 1500 LF - EXCLUDED	\$ -	EXCLUDED
01850	Cleaning - Construction Cleaning	\$ 10,164.00	Mary Aguirre
01850	Cleaning - Final Construction Cleaning	\$ 6,776.00	Mary Aguirre
01850	Cleaning - Waxing - EXCLUDED	\$ -	Excluded
01900	Direct Job Site Labor	\$ 8,944.00	Action Labor
01950	Miscellaneous - Field Office and Job Site Equipment, Tools, & Supplies	\$ 5,000.00	
01950	Miscellaneous - Protection of Finished Surfaces & Weatherproofing	\$ 5,000.00	
01950	Miscellaneous - Maintenance of Traffic	\$ 2,500.00	
01950	Miscellaneous - Signage for Security and Safety	\$ 2,500.00	
01960	Safety Supplies & Materials - hard hats, vests, PPE, first aid, etc.	\$ 1,500.00	
01975	Punch Out Materials & Labor	\$ 5,000.00	
01980	Procure Usage Fees	\$ 10,200.00	
General Conditions Subtotal		\$ 410,919.21	



EXHIBIT A - SCHEDULE OF VALUES

MARION COUNTY FIRE STATION #11 REPLACEMENT PROJECT - 20Q-161-TO-52

Schedule of Values
June 11, 2025

#	SITE DEVELOPMENT	VALUES	NOTES
02000	<u>Subcontract Sitework - General</u>		
02000	Layout and Survey - 1 LS	\$ 5,425.00	Marion Rock
02000	As-Builts - 1 LS	\$ 6,030.00	Marion Rock
02000	Testing - 1 LS	\$ 8,200.00	Marion Rock
02000	MOT - 1 LS	\$ 12,000.00	Marion Rock
02025	Mobilization - 1 LS	\$ 42,975.00	Marion Rock
02025	Performance and Payment Bond - 1 LS	\$ 42,000.00	Marion Rock
02000	BID LEVELER - GMP REVIEW 5-15-25 - CONTINGENCY - EXCLUDED	\$ -	EXCLUDED
02000	<u>Subcontract Sitework - SWPPP</u>		
02000	Construction Entrance - 1 LS	\$ 4,350.00	Marion Rock
02000	Silt Fence - 5095 LF	\$ 6,368.75	Marion Rock
02000	Tree Protection - 205 LF	\$ 1,127.50	Marion Rock
02000	Inlet Protection - 13 EA	\$ 1,365.00	Marion Rock
02000	Maintenance - 1 LS	\$ 2,500.00	Marion Rock
02000	Site Clean Up - 1 LS	\$ 2,500.00	Dinkins
02000	<u>Subcontract Sitework - Asphalt Pavement</u>		
02000	Heavy Duty Asphalt		Marion Rock
02000	Rough Grading - 1491 SY	\$ 1,565.55	Marion Rock
02000	12" Stabilized Subgrade - 1491 SY	\$ 8,946.00	Marion Rock
02000	9" Lime rock - 1491 SY	\$ 17,519.25	Marion Rock
02000	Prime and Sand - 1491 SY	\$ 1,118.25	Marion Rock
02000	Tack Coat - 1491 SY	\$ 745.50	Marion Rock
02000	1.5" SP12.5 Surface Coat - 1491 SY	\$ 22,365.00	Marion Rock
02000	1.5" SP12.5 Construction Lift - 1491 SY	\$ 22,365.00	Marion Rock
02000	Auto Asphalt Pavement		Marion Rock
02000	Rough Grading - 1312 SY	\$ 1,377.60	Marion Rock
02000	8" Stabilized Subgrade - 1312 SY	\$ 7,672.00	Marion Rock
02000	6" Lime rock - 1312 SY	\$ 11,808.00	Marion Rock
02000	Prime and Sand - 1312 SY	\$ 984.00	Marion Rock
02000	1.5" SP12.5 Surface Coat - 1312 SY	\$ 22,960.00	Marion Rock
02000	Remove and Replace Asphalt - 21 SY	\$ 3,255.00	Marion Rock
02000	12" Stabilized Subgrade at HC Parking, HD Concrete, and Dumpster Pad - 2180 SY	\$ 13,516.00	Marion Rock
02050	<u>Demolition</u>		
02050	Tree Removal and Clearing - 1 LS	\$ 23,000.00	Marion Rock
02050	Stripping and Grubbing - 1 LS	\$ 12,000.00	Marion Rock
02050	Tree Removal as Required for Utility Install - 1 LS	\$ 4,600.00	Marion Rock
02050	Remove and Reinstall Fencing for Utility Install - 1 LS	\$ 1,750.00	Marion Rock
02050	Removal of Stripping's/Clearing - 1 LS	\$ 20,250.00	Marion Rock
02200	<u>Earthwork</u>		
02200	Site Cut - 3648 CY	\$ 10,944.00	Marion Rock
02200	Site Fill - 12976 CY	\$ 42,172.00	Marion Rock
02200	Import Fill - 9328 CY	\$ 159,508.80	Marion Rock
02200	Place and Compact Building Pad - 1505 SY	\$ 3,085.25	Marion Rock
02200	Rough Grade - 23311 SY	\$ 16,317.70	Marion Rock
02200	Finish Grade - 11500 SY	\$ 10,925.00	Marion Rock
02200	Grade for Concrete - 2448 SY	\$ 5,508.00	Marion Rock
02200	Move/Relocate/Replace Decorative Boulders as Required for Utility and Driveway install - 1 LS	\$ 750.00	Marion Rock
02200	DRA Construction per Notes on C9 of 16 - 1 LS	\$ 3,675.00	Marion Rock
02200	MIRAFI Non-Woven Erosion Mat - QUALIFICATION - MIRAFI is EXCLUDED - Proposal Assumes Windfab PP-10 is an Acceptable Product - 31485 SF	\$ 23,613.75	Marion Rock
02200	MIRAFI Non-Woven Erosion Mat - Erosion Mat ALLOWANCE	\$ 40,930.50	Marion Rock
02200	Earthwork Remediation - EXCLUDED - See Alternates for Remove and Replace Unit Cost	\$ -	Excluded



EXHIBIT A - SCHEDULE OF VALUES

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02300	<u>Underground Utilities - Storm</u>		
02300	15" RCP - 301 LF	\$ 13,545.00	Marion Rock
02300	18" RCP - 620 LF	\$ 35,340.00	Marion Rock
02300	24" RCP - 78 LF	\$ 6,520.80	Marion Rock
02300	Type 6 Gutter Inlet - 2 EA	\$ 19,830.00	Marion Rock
02300	Type C Inlet - 5 EA	\$ 19,275.00	Marion Rock
02300	Type F Inlet - 2 EA	\$ 9,180.00	Marion Rock
02300	Type D Overflow Inlet - 2 EA	\$ 9,830.00	Marion Rock
02300	MES with Splashpad - 2 EA	\$ 5,610.00	Marion Rock
02300	RipRap and Filter Fabric - 1 LS	\$ 5,120.00	Marion Rock
02300	U-Type End wall with Splashpad - 2 EA	\$ 16,716.00	Marion Rock
02300	Concrete Flumes to Inlets Where Shown - 1 LS	\$ 950.00	Marion Rock
02300	Rain Leader Piping - 150 LF	\$ 1,500.00	Marion Rock
02300	8" SDR 26 - 475 LF	\$ 12,825.00	Marion Rock
02300	6" SDR26 - 360 LF	\$ 7,290.00	Marion Rock
02300	8" Fittings - 1 LS	\$ 165.00	Marion Rock
02300	6" Fittings - 1 LS	\$ 4,680.00	Marion Rock
02300	Round to Square Adaptors - 30 EA	\$ 15,000.00	Marion Rock
02300	SCOPE REVIEW - Additional Rain Leader Connections	\$ 4,500.00	Marion Rock
02300	Yard Drains - 2 EA	\$ 4,120.00	Marion Rock
02300	Cleanouts - <u>QUALIFICATION</u> - Cleanouts are Note Shown - Allowance for 10 Yard Drains - 10 EA	\$ 4,200.00	Marion Rock
02300	<u>Underground Utilities - Sanitary Sewer</u>		
02300	6" PVC SDR 26 - 35 LF	\$ 1,190.00	Marion Rock
02300	SCOPE REVIEW - 4" PVC at Lint Interceptor	\$ 2,500.00	Marion Rock
02300	Cleanouts (With Brass Caps at Paved/Concrete) - 5 EA	\$ 2,600.00	Marion Rock
02300	Lint Interceptor - <u>QUALIFICATION</u> - Lint Interceptor is Specified on the Plumbing Sheets and the Civil Sheets - Proposal Includes Lint Interceptor per the Civil Drawings	\$ 5,845.00	Marion Rock
02300	Connect to Manhole - 1 EA	\$ 500.00	Marion Rock
02300	Fittings - 1 EA	\$ 105.00	Marion Rock
02300	Testing - 1 LS	\$ 500.00	Marion Rock
02300	<u>Underground Utilities - Force Main</u>		
02300	Lift Station Turn-Key - Dinkins Construction will Connect Power to the Control Panel. All Other Electrical is to be included by the Site Work Subcontractor. If a Transformer is Required by Lift Station Manufacturer, the Site Work and Utility Subcontractor is to Furnish and Install the Transformer - 1 LS	\$ 111,000.00	Marion Rock
02300	3" HDPE DR-11 - 903 LF	\$ 14,718.90	Marion Rock
02300	3" HDPE DR-11 Directional Drill - 352 LF	\$ 13,992.00	Marion Rock
02300	Air Release Valve Assembly - 1 EA	\$ 11,200.00	Marion Rock
02300	Connect to Manhole - 1 LS	\$ 2,795.00	Marion Rock
02300	Line Manhole - 1LS	\$ 7,250.00	Marion Rock
02300	Utility Markers - 10 EA	\$ 1,250.00	Marion Rock
02300	Fittings - 1 LS	\$ 7,620.00	Marion Rock
02300	Testing - 1 LS	\$ 2,250.00	Marion Rock
02300	<u>Underground Utilities - Water</u>		
02300	4" PVC C900 SDR18 Blue - 1248 LF	\$ 24,523.20	Marion Rock
02300	4" Directional Bore - 51 LF	\$ 10,455.00	Marion Rock
02300	2" PVC C900 SDR18 Blue - 130 LF	\$ 1,709.50	Marion Rock
02300	1" PVC to Lift Station and Dumpster Enclosure - 86 LF	\$ 1,001.90	Marion Rock
02300	Hose Bib - 1 LS	\$ 335.00	Marion Rock
02300	SCOPE REVIEW - Missing Hose Bib, Additional 1" Piping, Gate Valve	\$ 2,300.60	Marion Rock
02300	1" Meter and Meter Box - 1 LS	\$ 3,585.00	Marion Rock
02300	2" RPZ - 1 EA	\$ 2,335.00	Marion Rock
02300	Connect to Existing 4" - 1 EA	\$ 5,070.00	Marion Rock
02300	SCOPE REVIEW - Wet Tap - Drawings Do Not Call for Tapping Sleeve. Can be Deducted if Not Required	\$ 13,900.00	Marion Rock
02300	4" Gate Valve - 2 EA	\$ 3,900.00	Marion Rock
02300	2" Gate Valve - 1 EA	\$ 1,575.00	Marion Rock
02300	1" Gate Valve - 1 EA	\$ 1,500.00	Marion Rock
02300	Temporary Jumper - 1 EA	\$ 3,300.00	Marion Rock
02300	Utility Markers - 9 EA	\$ 1,125.00	Marion Rock
02300	Fittings - 1 LS	\$ 2,466.00	Marion Rock
02300	Testing - 1 LS	\$ 3,800.00	Marion Rock
02300	<u>Underground Utilities - Fire</u>		
02300	8" PVC SDR14 - 540 LF	\$ 32,940.00	Marion Rock
02300	8" Directional Bore - 50 LF	\$ 11,550.00	Marion Rock
02300	6" PVC SDR14 - 410 LF	\$ 15,744.00	Marion Rock
02300	6" DDC with FDC - 1 EA	\$ 17,755.00	Marion Rock
02300	6" Riser - 1 EA	\$ 3,040.00	Marion Rock
02300	Temporary Jumper - 1 EA	\$ 3,300.00	Marion Rock



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02300	SCOPE REVIEW - Wet Tap - Drawings Do Not Call for Tapping Sleeve. Can be Deducted if Not Required	\$ 16,900.00	Marion Rock
02300	6" Neptune Meter and Valve Assembly. Meter Vault - Fire Truck Filling - 1 LS	\$ 28,710.00	Marion Rock
02300	Fire Hydrant Assembly - Fire Truck Filling - 1 EA	\$ 8,900.00	Marion Rock
02300	Fire Hydrant Assembly - 1 EA	\$ 8,900.00	Marion Rock
02300	Utility Markers - 4 EA	\$ 500.00	Marion Rock
02300	Fittings - 1 LS	\$ 8,905.00	Marion Rock
02300	Testing - 1 LS	\$ 3,800.00	Marion Rock
02300	Fire Watch - EXCLUDED	\$ -	Excluded
02375	<u>Site Concrete</u>		
02375	Curb and Gutter - 325 LF	\$ 9,750.00	Marion Rock
02375	Trench Curb - 1215 LF	\$ 18,832.50	Marion Rock
02450	<u>Signage & Striping</u>		
02450	Wheel Stops - 3 EA	\$ 300.00	Marion Rock
02450	Handicap Parking Stall and Sign - 3 EA	\$ 1,200.00	Marion Rock
02450	Handicap Aisle - 2 EA	\$ 60.00	Marion Rock
02450	6" Wide Double Yellow Striping - 120 LF	\$ 96.00	Marion Rock
02450	Stop Bar - 105 LF	\$ 131.25	Marion Rock
02450	Stop Sign - 3 EA	\$ 1,080.00	Marion Rock
02450	Do Not Enter Sign - 2 EA	\$ 300.00	Marion Rock
02450	Fire Truck Warning Sign - 3 EA	\$ 450.00	Marion Rock
02450	Directional Arrows - 5 EA	\$ 210.00	Marion Rock
02450	Parking Stripe - 741	\$ 778.05	Marion Rock
02450	Crosswalk to Dumpster Pad - 60 LF	\$ 90.00	Marion Rock
02475	Fencing & Gates - 6' Tall Light Commercial Grade Fence - Black Vinyl Coates Fence Wire and Framework - 2.5" Terminals and 2" Line Posts	\$ 36,542.00	Allan Quality Fence
02475	Fencing & Gates - 16' Double Drive Gate - 1 5/8" Frame - 3" Gate Post - Bulldog Style Hinges	\$ -	Allan Quality Fence
02475	Fencing & Gates - Dumpster Gates - EXCLUDED	\$ -	Excluded
02475	Fencing & Gates - Chain-link Detail on C14 is EXCLUDED - We have included Standard Light Commercial Black Chain Link per qualification above.	\$ -	Excluded
02500	Landscaping	\$ 32,668.10	TriCounty Landscape
02500	Landscaping - SCOPE REVIEW - 80 LF of Root Barrier	\$ 760.00	TriCounty Landscape
02505	Landscape Grading	\$ 2,500.00	Dinkins
02525	Irrigation System	\$ 22,480.00	TriCounty Landscape
02550	Site Furnishings - Site Sign - ALLOWANCE - No Details	\$ 18,500.00	Allowance
02550	Site Furnishings - Flag Pole - 30 Ft Commercial Flagpole XESR30F61-SAT EH HD Flag Poles	\$ 5,711.48	Dinkins
02550	Site Furnishings - Flag Pole - Concrete Foundation and Apron	\$ 3,500.00	Wavecrest
02575	<u>Sodding & Seeding</u>		
02575	Bahai Sod at DRA	\$ 28,147.50	Marion Rock
02575	Sod Replacement at Off Site Utility Install	\$ 23,895.00	Marion Rock
02575	Bahia Sod	\$ 11,338.82	TriCounty Landscape
02575	Scope Review - Additional Sod - ALLOWANCE	\$ 20,403.59	TriCounty Landscape
02575	St. Augustine	\$ 9,141.55	TriCounty Landscape
02675	Irrigation Well - 4" Irrigation Well with 1.5 HP Pump Drilled to 100' - Sand Filter is EXCLUDED	\$ 10,500.00	TriCounty Landscape
02675	Irrigation Well - BFP and Concrete - ALLOWANCE	\$ 4,000.00	TBD
Site Development Subtotal		\$ 1,538,972.14	



EXHIBIT A - SCHEDULE OF VALUES

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#	CONCRETE	VALUES	NOTES
03000	<u>Concrete Subcontract</u>	\$ 406,750.00	WaveCrest
03000	Earth form, prep and pour footings and foundations - Included	\$ -	WaveCrest
03000	Form, prep and pour apparatus bay slab on grade, building slab, porch slab, lanai slab, stoop slabs, heavy duty slab, parking slab, generator pad, transformer pad, AC pad, dumpster pad with apron and sidewalks with ADA mats as shown- Included	\$ -	WaveCrest
03000	Form, prep and pour CIP piers and steps- Included	\$ -	WaveCrest
03000	All rebar / wire mesh included- Included	\$ -	WaveCrest
03000	Bollards and other embeds installed by us supplied by others- Included	\$ -	WaveCrest
03000	QUALIFICATION - Details for Foundation F5 Do Not Seem To be Correct. We have Assumed #5's Rods @ 6" OC Each Way Bottom	\$ -	WaveCrest
03000	Concrete Subcontract - ALLOWANCE - Allowance for Final Foundation Design - Pending Signed and Sealed Reactions from PEMB Supplier	\$ 10,168.75	Allowance
03000	Concrete Subcontract - Performance and Payment Bond	\$ 11,750.00	WaveCrest
03000	Grouting Baseplates - ALLOWANCE (\$200 / column material & labor)	\$ 2,000.00	Dinkins
03250	Termite Pretreat & Z Strip	\$ 1,896.30	Champion Pest
03250	Termite Pretreat & Z Strip - Final Treatment	\$ 1,896.30	Champion Pest
03250	Termite Pretreat & Z Strip - Zip Strip - QUALIFICATION - Zip Strip and Sealant In-Lieu of G-Seal	\$ 800.00	Dinkins
03550	Site Clean Up - Concrete Washout Station	\$ 1,500.00	Dinkins
03550	Site Clean Up - SWPPP Maintenance	\$ 1,500.00	Dinkins
Concrete Subtotal		\$ 438,261.35	

#	MASONRY	VALUES	NOTES
04000	<u>Masonry Subcontract</u>	\$ 236,300.00	WaveCrest
04000	8" Regular CMU stem walls - Included	\$ -	WaveCrest
04000	Bearing walls and partition walls with precast lintels over openings where shown - Included	\$ -	WaveCrest
04000	Vertical and horizontal masonry reinforcement (rebar and Durawall) as scheduled including concrete cell fill (grout) - Included	\$ -	WaveCrest
04000	8" 2 Hour CMU fire wall - Included	\$ -	WaveCrest
04000	8" Regular CMU dumpster enclosure - Included	\$ -	WaveCrest
04000	Parge Coat on CMU Walls - EXCLUDED	\$ -	WaveCrest
04140	Precast / Windowsills - SCOPE REVIEW - Additional Window Sills	\$ 850.00	WaveCrest
04200	Brick Labor and Material - Thin Brick Veneer - No Specification or Selections	\$ 152,567.00	Exterior Finish Plastering
04200	Brick Labor and Material - SCOPE REVIEW - Price Increase	\$ 23,420.46	Exterior Finish Plastering
04200	Brick Labor and Material - ALLOWANCE - Colors and Veneer Below Finish Floor	\$ 17,598.75	Exterior Finish Plastering
04200	Brick Labor and Material - Apply scratch coat & wire lath - Included	\$ -	Exterior Finish Plastering
04200	Brick Labor and Material - Supply and apply Type N Mortar - Included	\$ -	Exterior Finish Plastering
04200	Brick Labor and Material - Grout color to be determined by owner/architect - Included	\$ -	Exterior Finish Plastering
04200	Brick Labor and Material - StoExtraseal Water Proofing over CMU walls - Included	\$ 10,972.00	Exterior Finish Plastering
04200	Brick Labor and Material - SCOPE REVIEW	\$ 5,569.89	Exterior Finish Plastering
04200	Brick Labor and Material - SCOPE REVIEW - Dumpster Enclosure	\$ 8,128.11	Exterior Finish Plastering
04200	Brick Labor and Material - GMP REVIEW 5-15-25 - Dumpster Enclosure	\$ (8,128.11)	
04200	Brick Labor and Material - QUALIFICATION - All Thin Brick is Flush.		
04200	Installing Soldier Course and Rowlock that Protrudes Past Field Brick is Excluded	\$ -	Exterior Finish Plastering
04200	Brick Labor and Material - QUALIFICATION - Sealer is Excluded	\$ -	Exterior Finish Plastering
Masonry Subtotal		\$ 447,278.10	



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#	STRUCTURAL STEEL	VALUES	NOTES
05000	<u>Metal Building Labor</u>		
05000	Metal Building Erection	\$ 70,000.00	Trimak
05000	Electric Seamer for Nucor LocSeam 360 Standing Seam Panel	\$ 3,000.00	Trimak
05000	SCOPE REVIEW - Additional Mobilizations for Construction Sequencing	\$ 10,000.00	Trimak
05000	SCOPE REVIEW - PEMB Pressure Cleaning	\$ 2,500.00	Dinkins
05000	SCOPE REVIEW - Install Ceiling Liner Panels	\$ 21,868.00	Trimak
05010	Metal Building Material - QUALIFICATION - Refer to Nucor Proposal for additional Qualifications	\$ 222,214.00	Nucor
05010	Metal Building Material - VOLUNTARY ALTERNATE - Use Ceiling and Wall Liner Panels In-Lieu of Liner System Insulation - Included	\$ -	Nucor
05010	Metal Building Material - Insulation is Included - Liner System Insulation is EXCLUDED	\$ -	Nucor
05010	Metal Building Material - Connections to CMU and Miscellaneous Fasteners	\$ 5,000.00	Nucor
05010	Metal Building Material - SCOPE REVIEW - Revise Portal Frame Locations and Change Roof to LOC-Seam In-Lieu of CFR	\$ 10,099.00	Nucor
05010	Metal Building Material - QUALIFICATION - Deflections for Spandrel Beam Not Specified - Proposal Assumes The Spandrel Channel which supports the top of the masonry wall must be attached to the wall at 4'-0" O.C. maximum. The design of this attachment is by others. Field drilling of the channel for a bolted attachment will be required. The horizontal deflection limit of this spandrel channel is held to L/240 unless noted otherwise	\$ -	Nucor
05015	Anchor Bolts	\$ 7,650.00	Ajax
05250	Vinyl Bead Ceiling in Rms 125, 124A, 124, 123, 122, 130, 129, 127 - ALLOWANCE is Included - No Specifications	\$ -	MEC Enterprises
05300	Metal Fabrication - Railings at Steps	\$ 5,900.00	Hawkins
05300	Metal Fabrication - (18) Pipe Bollards - Included	\$ -	Hawkins
05300	Metal Fabrication - Bollard Covers	\$ 3,200.00	Ideal Shield
Structural Steel Subtotal		\$ 361,431.00	



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#	CARPENTRY & MILLWORK	VALUES	NOTES
06000	Wood Framing Labor - Included	\$ -	MEC Enterprises
06010	Wood Framing Material - Included	\$ -	MEC Enterprises
06010	Wood Framing Material - Miscellaneous Rough Carpentry	\$ 2,000.00	Manning Lumber
06010	Wood Framing Material - Window Bucks - Furnish and Install	\$ 1,800.00	TBD
06200	Trusses	\$ 52,378.81	Manning Truss
06200	Trusses - QUALIFICATION - Per Manning Truss Additional Bearing Walls Will be Required - We Have EXCLUDED Additional Bearing Walls	\$ -	Manning Truss
06200	Trusses - Truss Labor and Lumber Material	\$ 109,153.00	MEC Enterprises
06200	Trusses - Hardware	\$ 5,000.00	Manning Lumber
06350	Cabinets / Millwork	\$ 43,672.59	Rainbow Cabinets
06350	Cabinets / Millwork - 116 & 117 RR's Elevation 2/A702 - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Elevation 2 & 4/A703 - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - 115 ADA RR Elevation 3/A702 - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Elevation 13/A703 - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Elevations 3, 1 & 2/A701 - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Elevations 6 & 7/A701 - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Elevations 4 & 5/A701 - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - QUALIFICATIONS:	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Plastic Laminate Architectural - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Casework Level: Custom - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Casework Construction: Frameless - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Semi-Exposed Surfaces: White Liner - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - 3/4" Plywood Cabinets w/ 3/4" Plywood MDF - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Door Type & Style: Slab, Flush Overlay - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Recessed KV #255 Standards - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - KV #256 Metal Shelf Pins - Included	\$ -	Rainbow Cabinets
06350	3Cabinets / Millwork - /4" Plywood Shelves - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - 4" Wire Pulls, Brushed Chrome Finish - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Blum 107 degree Self closing Hinges - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - KV TruTrak Drawer Guides - TT100 100lb - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Full Extension Ball Bearing Slides - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Rubber Stops - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Standard matte finishes from Wilsonart & Formica are included for plastic laminate cabinetry. - Included	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Semi-exposed surfaces priced for white liner laminate. - Included	\$ -	Rainbow Cabinets
06350	AWI certification & labels - EXCLUDED	\$ -	Excluded
06350	FSC certification & labels - EXCLUDED	\$ -	Excluded
06350	NAUF materials - EXCLUDED	\$ -	Excluded
06350	Cabinets / Millwork - ALLOWANCES:	\$ -	Rainbow Cabinets
06350	Cabinets / Millwork - Cabinets in Classroom 131 - No Elevations Provided - Wall and Base Cabinets	\$ 3,077.63	Rainbow Cabinets
06350	Cabinets / Millwork - Radio Charging Station Rm C600 - Laminate Top on Wall Brackets	\$ 1,657.35	Rainbow Cabinets
06350	Cabinets / Millwork - Radio Charging Station in Corr C300 - Laminate Top on Wall Brackets	\$ 891.75	Rainbow Cabinets
06350	Cabinets / Millwork - Lockers in Rm 110 - Plastic Laminate Lockers per Sections C/A701	\$ 22,620.00	Rainbow Cabinets
06350	Cabinets / Millwork - Stainless Steel Top - Details Unclear - Additional Allowance Included to Extend Stainless Steel - Details to be Determined during Submittal Review	\$ 799.31	Rainbow Cabinets
06350	Cabinets / Millwork - Modifications for Farmhouse Sink	\$ 500.00	Rainbow Cabinets
06350	Cabinets / Millwork - Steel Ledgers at Countertops	\$ 500.00	Rainbow Cabinets
06350	Cabinets / Millwork - Benches in Locker Room - No Details/Specifications	\$ 6,000.73	Dinkins
06350	Cabinets / Millwork - GMP REVIEW 5-15-25 - Add Solid Surface Countertops - Corian grades 1-2 & Wilsonart grades 1-4 are included for solid surface countertop alternates	\$ 24,124.01	Rainbow Cabinets
06450	Wood Trim Labor and Material - EXCLUDED - General Note 6 on A201N is EXCLUDED	\$ -	Excluded
06461	FRP Paneling - Mop Sink	\$ 1,762.50	Dinkins
06467	Window Sills - QUALIFICATION - Designer White Solid Surface Sills with Ear and Skirt In-Lieu of Wood Sills and Skirts	\$ 4,560.00	Docs Restorations
Carpentry & Millwork Subtotal		\$ 280,497.68	



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#	ROOFING & WATERPROOFING	VALUES	NOTES
07000	Roofing Subcontract - QUALIFICATION - Alternate Panels - Berridge Double Z Lock and Mid State Quick-Stick High Temp 60 Mil Underlayment	\$ 117,000.00	Ocala Roofing
07000	Roofing Subcontract - Gutters Downspouts Soffits and Fascia - GMP REVIEW 5-15-25	\$ 16,895.00	Ocala Roofing
07000	Roofing Subcontract - ALLOWANCE - Exterior Ceilings - 50 SF Allowance	\$ 35,000.00	Dinkins
07000	Roofing Subcontract - Performance and Payment Bond	\$ 2,500.00	Ocala Roofing
07100	Insulation - Batt Insulation and Rigid Insulation in Drywall Partitions - Included	\$ -	MEC Enterprises
07100	Insulation - SCOPE REVIEW - Spray Insulation at Roof Deck - HEATLOK CLOSED CELL	\$ 51,104.68	American Residential Products
07100	Insulation - SCOPE REVIEW - Ignition Barrier - Fire shell F10E Ignition Barrier	\$ 12,965.40	American Residential Products
07100	Insulation - SCOPE REVIEW - Masonry Core Fill - CFI Core Fill	\$ 5,905.90	American Residential Products
07110	Firestopping	\$ 1,500.00	Dinkins
07300	Waterproofing - Liquid Flashing at Openings	\$ 5,295.00	Lundman Group
07300	Waterproofing - SCOPE REVIEW - Wood Bucks at Windows - Liquid Flashing at Openings	\$ 3,600.00	Lundman Group
07300	Water Repellant Coating Interior/Exterior Slabs is EXCLUDED	\$ -	Excluded
07300	Waterproofing/Damproofing at Stucco or Brick Veneer is EXCLUDED	\$ -	Excluded
07400	Silicone & Caulking Sidewalks, Concrete Apron, Hollow Metal Frames, Bollards, Brick and Masonry Control Joints	\$ 12,872.00	Lundman Group
07400	Silicone & Caulking - Exterior Slabs to Building	\$ 1,619.50	Lundman Group
07400	Silicone & Caulking - Concrete Apron Control Joints	\$ 10,342.50	Lundman Group
07400	Silicone & Caulking - Caulking Louvers	\$ 1,000.00	Lundman Group
07400	Silicone & Caulking - Miscellaneous Caulking	\$ 2,500.00	Lundman Group
07400	Silicone & Caulking - G-Seal is EXCLUDED	\$ -	Excluded
Roofing & Waterproofing Subtotal		\$ 280,099.98	



EXHIBIT A - SCHEDULE OF VALUES

MARION COUNTY FIRE STATION #11 REPLACEMENT PROJECT - 20Q-161-TO-52

Schedule of Values

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#	DOORS & WINDOWS	VALUES	NOTES
08000	Doors & Hardware Package	\$ 116,145.50	Steve Hering
08000	Wood Doors - QUALIFICATION - Wood Doors - Rotary Cut White Birch with Structural Composite Cores	\$ -	Steve Hering
08000	Wood Doors - SCOPE REVIEW - Change Wood Doors in App Bay to HM. Add HM Windows. Add Lexan Glazing. Add Cores and Keying. Increase Gage to 14 Ga Frames and 16 ga Doors. Change all HM Doors to Steel Stiffened	\$ 19,093.70	Steve Hering
08000	Wood Doors - SCOPE REVIEW - HM Frame for Pocket Doors In-Lieu of Wood	\$ 1,000.00	Steve Hering
08000	Hollow Metal - Bit Coating on HM Frames	\$ 1,600.00	Steve Hering
08000	Doors & Hardware Package - Installation	\$ -	JS Carter and Sons
08000	Install 40 SC wood and HM door leaves - Included	\$ 16,875.00	JS Carter and Sons
08000	Install associated hardware per the drawings and schedule - Included	\$ -	JS Carter and Sons
08110	Storefront / Windows - Kawneer's IR501 impact rated storefront system, open for 1-5/16" glazing, for openings W4	\$ 142,340.00	Skyview Glass
08110	Storefront / Windows - (2) wide stile doors with 10" bottom rails to meet ADA requirements	\$ -	Skyview Glass
08110	Storefront / Windows - Dark Bronze Anodized	\$ -	Skyview Glass
08110	Storefront / Windows - 3410 Series windows (x18) for openings marked W1(x6), W2(excluded), W3(x10), and W5(x2)	\$ -	Skyview Glass
08110	Storefront / Windows - Signed and Sealed Shop Drawings and Calculation - EXCLUDED	\$ -	Skyview Glass
08110	SCOPE REVIEW - Revise Windows to Sliding Egress - Drawing Revision Issued by Rispoli on 3-8-25	\$ (18,809.00)	Skyview Glass
08110	SCOPE REVIEW - Increase Storefront Entrances and Sidelights to be 8'	\$ 800.00	Skyview Glass
08110	SCOPE REVIEW - Change Storefront Glazing to be Bronze to Match Windows	\$ 110.00	Skyview Glass
08110	Storefront Entrance - QUALIFICATION - Hardware per Subcontractor Proposal - Specified Hardware is not FPA - Butt Hinges, Surface Mounted Closer, Electric exit device push bars, Pull handles, Weather Stripping, Door Sweep, and Threshold, Thumb Turn on interior, Keyed Cylinder on exterior, EPT10 power transfer, and power supply - Included	\$ -	Skyview Glass
08110	Glazing - Type G4 - QUALIFICATION - 1-7/16" overall: 1/4" bronze with SB70 #2 HS 1/2" air 1/4" clear HS 180 CLEAR SGP 1/4" clear HS - Included	\$ -	Skyview Glass
08110	Glazing - Type G5 - QUALIFICATION - 1-5/16" overall: 1/4" clear with SB70 #2 HS 3/8" air 1/4" clear HS 180 CLEAR SGP 1/4" clear HS - Included	\$ -	Skyview Glass
08110	Glazing Types G1 and G2 - Included	\$ -	Skyview Glass
08110	Glazing - Borrowed Lite Glazing - 3/8" Tempered	\$ 1,076.00	Skyview Glass
08110	Performance and Payment Bond	\$ 3,765.51	Skyview Glass
08110	Storefront / Windows - GMP REVIEW 5-15-25 - Revise to (3) Egress Windows	\$ (861.00)	Skyview Glass
08600	Garage Door	\$ 105,397.00	Florida Door Solutions
08600	QUALIFICATION - Clopay Model 3718/3717 In-Lieu of Specified (8) each 14' wide x 14' high	\$ -	Florida Door Solutions
08600	Clopay model 3718/3717 Flush or Grooved Panel Design	\$ -	Florida Door Solutions
08600	*Exterior Standard colors: White, Bronze, Gray, tan, Chocolate, Mocha, or Charcoal.	\$ -	Florida Door Solutions
08600	*Interior is White, steel backer.	\$ -	Florida Door Solutions
08600	*Tracks to be 30" high lift with follow the 3:12 pitch.	\$ -	Florida Door Solutions
08600	*Wind load is W6 +36 psf with 1/4" Impact, Lexan glazing in section #4 (24" x 12" window size).	\$ -	Florida Door Solutions
08600	(8) each 1/2 hp motor operators, single phase	\$ -	Florida Door Solutions
08600	Overhead Door/ Lift master motors	\$ -	Florida Door Solutions
08600	*Dual monitored entrapment devices: Wired sensing edge and Nema 4X photo eyes.	\$ -	Florida Door Solutions
08600	*Control stations: Interior to be Surface mounted NEMA 1 3 button station	\$ -	Florida Door Solutions
08600	Exterior to be Flush mounted NEMA 4 key switch	\$ -	Florida Door Solutions
08600	*Vehicle Detector Loop *requires site coordination*	\$ -	Florida Door Solutions
08600	*(4) exiting doors to get Red/ Green LED light Traffic Signals	\$ -	Florida Door Solutions
08600	*(16) 4-channel remotes with built in receivers	\$ -	Florida Door Solutions
08600	VOLUNTARY ALTERNATE - Add Clopay's Colorblast (any Sherwin Williams SW# color	\$ 25,432.00	Florida Door Solutions
08600	Performance and Payment Bond	\$ 1,962.44	Florida Door Solutions
08600	Hurricane Shutters - GMP REVIEW 5-15-25 - EXCLUDED	\$ -	EXCLUDED
08600	SCOPE REVIEW - ALLOWANCE - Spring Pads - (24) 10"x12" Plated Installed in PEMB Structure	\$ 9,600.00	TBD
Doors & Windows Subtotal		\$ 425,527.15	



EXHIBIT A - SCHEDULE OF VALUES

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#	INTERIOR / EXTERIOR FINISH ASSEMBLIES & FLOORING	VALUES	NOTES
09000	Stucco - EXCLUDED - See Alternates	\$ -	Excluded
09150	Drywall Subcontract	\$ 141,228.00	MEC Enterprises
09150	Drywall Subcontract - SCOPE REVIEW - Texture Drywall - EXCLUDED	\$ 4,885.00	EXCLUDED
09150	Drywall Subcontract - GMP REVIEW 5-15-25 - Texture Drywall - EXCLUDED	\$ (4,885.00)	EXCLUDED
	Drywall Subcontract - SCOPE REVIEW - Fire Wall between Apparatus Bay and Living Quarters	\$ 3,225.00	MEC Enterprises
09150	Drywall Subcontract - ALLOWANCE - Draft stopping - Plans Do Not Indicate Draft stopping	\$ 3,000.00	MEC Enterprises
09150	Drywall Subcontract - Performance and Payment Bond	\$ 4,706.84	MEC Enterprises
09200	Acoustical Ceiling - QUALIFICATION - 2X2X3/4" Armstrong School Zone Fine Fissure #1717 Tegular Edge Tile In-Lieu of Specified - Tile #1810 is EXCLUDED - Fire Guard Tiles are EXCLUDED	\$ 41,997.00	L&D Ceilings
09200	Acoustical Ceiling - 15/16" Intermediate Duty Grid Typical and 15/16" Light Duty Aluminum Grid in Locker Room Only - Included	\$ -	L&D Ceilings
09200	Acoustical Ceilings - QUALIFICATION - Reflected Ceiling Plan Does Not Match Finish Schedule - Proposal Assumes We are to Follow the Reflected Ceiling Plan - Included	\$ -	L&D Ceilings
09300	Painting Painting - Gyp Board and Block Walls & Ceilings using 1 Coat of Primer and 2 Coats of Acrylic Latex Finish (Pre Catalyzed Epoxy Where Required). Interior Wood Window & Door Casing using a Coat of Primer and 2 Coats of Semigloss Enamel Finish. Interior HM Window and Door Frames Caulked as Required a Coat of Primer and 2 Coats of Semigloss Enamel Finish. Sealed Concrete Prepared by Sweep/Vacuum Surface. Sealed Concrete Floors using Basic Sweep/Vacuum Prep, Application of Euclid Euco Diamond Hard Liquid Densifier/Sealer (No Concrete Sealer Specification Provided). Painting Apply a Coat of Rust Inhibitive Primer and 2 Coats of Water based Alkyd Semigloss to Exposed Primary and Secondary Structural Steel in the Apparatus Bay and Fire Riser Room. ***Painting to be Completed Prior to Installation of Insulation, Roof Deck and Walls. Painting - Exterior HM Doors/Frames Caulked as Required a Coat of Primer and 2 Coats of Semigloss Enamel Finish. Bollards using a Coat of Primer and 2 Coats of Semigloss Enamel Finish. Dumpster Enclosure CMU Walls using a Coat of Block Filler and 2 Coats of Exterior Acrylic Satin Finish.	\$ 94,673.00	Lester Painting
09300	Painting - Performance and Payment Bond	\$ -	Lester Painting
09300	Painting - SCOPE REVIEW - Deduct Painting Wood Trim - Wood Trim is EXCLUDED	\$ (5,843.00)	Lester Painting
09300	Painting - Performance and Payment Bond	\$ 2,840.19	Lester Painting
09300	Painting - GMP REVIEW 5-15-25 - Painting Dumpster Enclosure - Included	\$ -	Lester Painting
09500	Flooring Floor Tile - Furnish & Install Dal-Tile 12"x24" Linden Point #LP21 Grigio Floor Tile installed in a Straight Pattern with Bostik TrueColor Rapid Cure (Color TBD) Urethane Grout and Schluter Dilex-AHK Aluminum Satin	\$ -	Great Lakes
09500	Cove Base at all floor tile/wall tile transitions and Schluter Reno-U Aluminum Satin Reducer at all floor tile/vt transitions to all restroom areas as specified per Room Finishes/Flooring Layout Plan Sheet A201D, A201N & A601 dated 12/11/2024. Price does not include waterproofing.	\$ 6,485.00	Great Lakes
09500	Floor Tile - Furnish & Install Mapei Mapegard 2SM Crack Isolation Membrane to all restroom floor tile areas as specified per Room Finishes/Flooring Layout Plan Sheet A201D, A201N & A601 dated 12/11/2024.	\$ 852.00	Great Lakes
09500	Floor Tile - Furnish & Install a 3" Mud Bed to all recessed shower areas only prior to floor tile installation as specified per Room Finishes/Flooring Layout Plan Sheet A101, A102, A201D, A201N & A601 dated 12/11/2024.	\$ 1,815.00	Great Lakes
09500	Wall Tile - Furnish & Install Dal-Tile 2"x2"(12"x24" Mounted) Linden Point Mosaic #LP21 Grigio Wall Tile installed in a Straight Pattern to all bathroom walls at 4' 4" AFF with Bostik TrueColor Rapid Cure (Color TBD) Urethane Grout and Schluter Rondec Aluminum Satin Bullnose Trim at all finished edges and Schluter Dilex-AHK Aluminum Satin Cove Base at all wall tile inside corners per Room Finishes/Flooring Layout Plan Sheet A201D, A201N A601, A702, A703 & A704 dated 12/11/2024.	\$ 33,338.00	Great Lakes



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Wall Tile - Showers - Furnish & Install Dal-Tile 2"x2"(12"x24" Mounted) Linden Point Mosaic #LP21 Grigio Floor Tile installed in a Straight Pattern to all shower floors(excluding 151 molded shower) with Bostik TrueColor			\$	-	Great Lakes
09500	Rapid Cure (Color TBD) Urethane Grout per Room Finishes/Flooring Layout Plan Sheet A201D, A201N A601, A702, A703 & A704 dated 12/11/2024. - Included Wall Tile - Showers - Furnish & Install Mapei Aqua Defense Waterproofing Membrane with Mapei Aqua Defense 6" Reinforcing				
09500	Fabric as necessary to all shower floors and walls only as specified per Room Finishes/Flooring Layout Plan Sheet A201D, A201N & A601 dated 12/11/2024.	\$	3,792.00		Great Lakes
09500	Wall Tile - QUALIFICATION - Proposal Includes Wall Tile on All Walls in Restrooms. Finish Schedule and Elevations are Unclear which Walls are to Receive Tile				Great Lakes
09500	Wall Tile - Crack Isolation Membrane and Waterproofing of Wall Tile is EXCLUDED				Excluded
LVT - Furnish & Install Shaw 6"x48" In The Grain #7004 Cotton Seed Luxury Vinyl Plank to all areas as specified per Room Finishes/Flooring Layout Plan Sheet A201D, A201N & A601 dated 12/11/2024. Price includes all transitions and normal floor prep as necessary.			\$	29,165.00	Great Lakes
09500	Sport Flooring - Furnish & Install Amorim 3/8" Cork Composites Sport Flooring #427 Blue Rolled Recycled Rubber Flooring to 111 Fitness Room area only as specified per Room Finishes/Flooring Layout Plan Sheet A201D, A201N & A601 dated 12/11/2024. Price includes normal floor prep and all transitions as necessary.	\$	3,408.00		Great Lakes
09500	Vinyl Base - Furnish & Install 4" Mannington 1/8" Gauge Black Brown Vinyl Cove Base to all areas as specified per Room Finishes/Flooring Layout Plan Sheet A201D, A201N & A601 dated 12/11/2024.	\$	3,430.00		Great Lakes
09500	Waxing / Sealing Flooring is EXCLUDED	\$	-		Excluded
09500	SCOPE REVIEW - Moisture Testing	\$	1,500.00		Great Lakes
09500	ALLOWANCE - Floor Prep	\$	2,500.00		Great Lakes
09500	Flooring - VOLUNTARY ALTERNATE - Armor Tuff Flooring in Rm 125 and 126	\$	51,319.00		Armor Tuff
09500	Grind or Etch floor if needed to ensure tile adhesion	\$	-		Armor Tuff
09500	Level & Patch apparatus bay floor if necessary to eliminate any puddles	\$	-		Armor Tuff
09500	Supply & Install 7 MM Armor Tuff Tiles in BLACK throughout apparatus bays	\$	-		Armor Tuff
09500	Supply & Install 2-part adhesive in bays	\$	-		Armor Tuff
09500	Supply & Install edging for bay doors	\$	-		Armor Tuff
09500	Supply & Install edging in for walk through doors	\$	-		Armor Tuff
09500	Supply & Install two back up line stripe in red in each bay	\$	-		Armor Tuff
09500	Fire Company Logo - (1) 38"x38" Logo - Included	\$	-		Armor Tuff
09500	Artwork Fee	\$	300.00		Armor Tuff
09500	Work at Trench Drain	\$	400.00		Armor Tuff
09300	Deduct Concrete Sealer at App Bay	\$	(6,527.00)		Lester Painting
Interior / Exterior Finish Assemblies & Flooring Subtotal			\$	417,604.03	



EXHIBIT A - SCHEDULE OF VALUES

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#	ACCESSORIES	VALUES	NOTES
10000	Building Accessories		
10000	Baby Box Material - Upfront Costs are Included - Annual Fees and Lease Agreement are EXCLUDED	\$ 16,239.00	Safe Haven
10000	Baby Box Labor	\$ 2,773.50	Dinkins
10000	Baby Box Trim Material	\$ 1,762.50	Dinkins
10050	Knox Box	\$ 1,292.50	Dinkins
10100	Bath Accessories		
10100	Washroom Accessories - Furnish and Install	\$ 6,252.20	United Sales
10100	2 - 36" SS grab bars - Included	\$ -	United Sales
10100	2 - 42" SS grab bars - Included	\$ -	United Sales
10100	7 - 24X36 channel framed mirrors - Included	\$ -	United Sales
10100	2 - sanitary napkin disposals - Included	\$ -	United Sales
10100	7 - surface mount waste receptacles - Included	\$ -	United Sales
10100	1 - shower rod with curtain - Included	\$ -	United Sales
10100	Shower Accessories - Furnish and Install	\$ 1,303.98	United Sales
10100	4 - recessed soap dishes - Included	\$ -	United Sales
10100	12 - clothes/towel hooks - Included	\$ -	United Sales
10100	All Other Accessories are EXCLUDED	\$ -	Excluded
10200	Fire Extinguishers - (7) 10# Extinguishers	\$ 1,750.00	American Fire
10200	Fire Extinguishers - GMP REVIEW 5-15-25	\$ 1,496.50	American Fire
10300	Signs & Plaques - ALLOWANCE - Building Letters - "Fire Station 11" Signs (3) Locations	\$ 24,000.00	Allowance
10300	Signs & Plaques - ALLOWANCE - 911 Address	\$ 500.00	Allowance
10300	Signs & Plaques - ALLOWANCE - Maltese Cross	\$ 300.00	Allowance
10300	Signs & Plaques - ALLOWANCE - Room Signage - (38) Room Signs	\$ 4,750.00	Allowance
10300	Signs & Plaques - ALLOWANCE - Life Safety Signage	\$ 1,000.00	Allowance
10300	Signs & Plaques - ALLOWANCE - Bronze Plaque	\$ 2,200.00	Allowance
10400	Lockers - Plastic Laminate Lockers in Rm. 110 Locker Room - See Cabinets and Millwork	\$ -	Excluded
10400	Lockers - Gear/Equipment Lockers - ALLOWANCE - (12) Salsbury Industries 24" Wide Vented Gear Metal Locker - 6 Feet High - 24 Inches Deep - Gray - Model: 72024GY-A Color: Gray	\$ 13,500.00	Dinkins
Accessories Subtotal		\$ 79,120.18	
#	LOW VOLTAGE SYSTEMS	VALUES	NOTES
11300	Phone System - EXCLUDED	\$ -	Excluded
11500	Security System - Video Access Control - EXCLUDED	\$ -	Excluded
11600	Computer Cabling - EXCLUDED	\$ -	Excluded
Low Voltage Systems Subtotal		\$ -	
#	FURNITURE, FIXTURES, EQUIPMENT	VALUES	NOTES
12000	Furnishings - EXCLUDED	\$ -	Excluded
12100	Appliances - Refrigerators, Dishwasher, Ice Machine, Extractor, Etc. is EXCLUDED	\$ -	Excluded
12200	Window Treatments - ALLOWANCE - Graber Solar Shades Standard Weave 5% and Blackout Roller Shades at Bunk Rooms	\$ 8,544.10	Blinds-N-More
12300	Accessories - EXCLUDED	\$ -	Excluded
12600	Decorating - EXCLUDED	\$ -	Excluded
12800	Shelving	\$ 3,293.80	United Sales
12800	Provide and install wire shelving in the three (3) pantry closets, each closet will have five (5) shelves each - Included	\$ -	United Sales
12800	Provide and install adjustable wire shelving in the two (2) DECON rooms, each closet will have five (5) shelves each - Included	\$ -	United Sales
12800	SCOPE REVIEW - (1) Row of helving in C500A	\$ 150.00	United Sales
Furniture Fixtures Equipment Subtotal		\$ 11,987.90	



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MARION COUNTY FIRE STATION #11 REPLACEMENT PROJECT - 20Q-161-TO-52

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#	MECHANICAL SYSTEMS	VALUES	NOTES
15100	Plumbing Subcontract	\$ 122,732.00	Southern Plumbing
15100	Fixtures - Included	\$ -	Southern Plumbing
15100	Domestic water to be CPVC - Included	\$ -	Southern Plumbing
15100	Sanitary to be PVC - Included	\$ -	Southern Plumbing
15100	Hot water piping to be insulated - Included	\$ -	Southern Plumbing
15100	GI-1 - Included	\$ -	Southern Plumbing
15100	Showers and Fiberglass Shower Enclosure with Accessories - Included	\$ -	Southern Plumbing
15100	Gas piping - Included	\$ -	Southern Plumbing
15100	Condensate Piping - Included	\$ -	Southern Plumbing
15100	QUALIFICATION - Specification for Fixture S-1 is Unclear - ALLOWANCE - Farmhouse Sink Allowance	\$ 250.00	Southern Plumbing
15100	GMP REVIEW 5-15-25 - Delete Farmhouse Sink	\$ (250.00)	Southern Plumbing
15100	SCOPE REVIEW - Add Gas Water Heater GWH-1	\$ 8,770.00	Southern Plumbing
15100	QUALIFICATION - Lint Interceptor is Specified on the Plumbing Sheets and the Civil Sheets - Proposal Includes Lint Interceptor per the Civil Drawings	\$ -	Excluded
15100	Water Softener System - EXCLUDED	\$ -	Excluded
15100	Performance and Payment Bond	\$ 3,287.55	Southern Plumbing
15100	Solar Water Heater	\$ 21,960.00	Solar Trek
15100	Provide site specific engineering - Included	\$ -	Solar Trek
15100	Provide all solar materials as described by engineering - Included	\$ -	Solar Trek
15100	Install all solar materials to include the solar tank, collectors, pump station, plumbing to and from the collectors to the storage tank and all necessary components as described by engineering - Included	\$ -	Solar Trek
15100	Heat recovery at HVAC Equipment - EXCLUDED	\$ -	Solar Trek
15100	ALLOWANCE - Taxes	\$ 1,537.20	Solar Trek
15300	HVAC System	\$ 715,307.00	CCS Mechanical
15300	HVAC Equipment — All equipment is Basis of Design, or an approved alternate identified in the specifications - Included	\$ -	CCS Mechanical
15300	(3) DX Fan Coil Units - Included	\$ -	CCS Mechanical
15300	(3) Air Cooled Heat Pumps - Included	\$ -	CCS Mechanical
15300	(1) Ductless Colling Only Split System DX - Included	\$ -	CCS Mechanical
15300	(3) Dehumidifiers - Included	\$ -	CCS Mechanical
15300	(4) Infrared Unit Heaters - Included	\$ -	CCS Mechanical
15300	(1) Electric Unit Heater - Included	\$ -	CCS Mechanical
15300	(3) Ion Generators/Bi-Polar Ionization - Included	\$ -	CCS Mechanical
15300	(4) Gas Detection Systems - Included	\$ -	CCS Mechanical
15300	Sheet Metal Ductwork with Insulation - Included	\$ -	CCS Mechanical
15300	HVAC Refrigerant Piping with Insulation - Included	\$ -	CCS Mechanical
15300	HVAC Condensate Piping with Insulation - Included	\$ -	CCS Mechanical
15300	Exhaust Fans - Included	\$ -	CCS Mechanical
15300	(3) HVLS Fans - Included	\$ -	CCS Mechanical
15300	Gravity Intakes - Included	\$ -	CCS Mechanical
15300	Kitchen Hood With Fire Suppression System - Included	\$ -	CCS Mechanical
15300	Air Distribution and Dampers - Included	\$ -	CCS Mechanical
15300	Fire Safe for Our Work Only - Included	\$ -	CCS Mechanical
15300	Smoke Detectors — Install Only - Included	\$ -	CCS Mechanical
15300	Louvers as Shown on Mechanical Plans - Included	\$ -	CCS Mechanical
15300	HVAC Building Control System — by Computrols - Included	\$ -	CCS Mechanical
15300	Test And Balance of HVAC System - Included	\$ -	CCS Mechanical
15300	HVAC Commissioning Assistance Only - Included	\$ -	CCS Mechanical
15300	Hoisting and Rigging - Included	\$ -	CCS Mechanical
15300	Daily Clean-Up - Included	\$ -	CCS Mechanical
15300	Submittals - Included	\$ -	CCS Mechanical
15300	Coordination Drawings for Our Work Only - Included	\$ -	CCS Mechanical
15300	Sales Tax - Included	\$ -	CCS Mechanical
15300	Dupont Flex wrap per M201 General Note 2 is EXCLUDED	\$ -	Excluded
15300	Ice Machine Condensing Unit is EXCLUDED	\$ -	Excluded
15300	Apparatus Bay Diesel Exhaust Ventilation System is EXCLUDED	\$ -	Excluded
15300	Delete EF-2 and SF-1 and Associated Ductwork	\$ (48,195.00)	CCS Mechanical
15300	Duct Pressurization Testing is EXCLUDED	\$ -	Excluded
15300	Range Hood - ALLOWANCE - Install and Inspections	\$ 2,500.00	TBD
15300	Performance and Payment Bond	\$ 6,500.00	
15300	Plymovent System - EXCLUDED	\$ -	Excluded



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15400	Fire Protection System	\$	72,325.00	Cox Fire Protection
15400	Provide and install a complete fire suppression system as indicated: One (1) wet pipe sprinkler system shall be installed in the building. - Included	\$	-	Cox Fire Protection
15400	Design shall be prepared and provided in 2D CAD documents. - Included	\$	-	Cox Fire Protection
15400	QUALIFICATION - Per Subcontractor Designing to the Flows Specified on Sheet F201 cannot be achieved without adding a fire pump. System is designed per flow testing on sheet F010. If future municipal water provides flows specified on Sheet F201 a fire pump will be required in the future.			Cox Fire Protection
15400	Electronic sets of Cox Fire's drawings in accordance w/ 61G documents, hydraulic calculations, and product data shall be prepared by Cox Fire Protection and submitted to the buyer for approval - Included	\$	-	Cox Fire Protection
15400	All threaded piping shall be schedule 40 black pipe and joined by threaded fittings. All grooved piping shall be schedule 10 black pipe and joined by grooved mechanical fittings. Welded outlets shall be used to join branch piping to the cross main piping - Included	\$	-	Cox Fire Protection
15400	All area's except as listed below - Provide a .10 GPM/Sqft for the most remote 1500 Sqft with a hose allowance of 100 GPM for the protection of light hazard occupancy. Head spacing shall not exceed 225 Sqft - Included	\$	-	Cox Fire Protection
15400	Mechanical, storage and janitors' rooms - Provide a .20 GPM/Sqft for the most remote 1500 Sqft with a hose allowance of 250 GPM for the protection of ordinary hazard occupancy. Head spacing shall not exceed 130 Sqft - Included	\$	-	Cox Fire Protection
15400	Finished ceiling areas - ½" pendent heads with a recessed escutcheon - Included	\$	-	Cox Fire Protection
15400	Covered entry - ½" dry pendent heads w/ recessed escutcheon - Included	\$	-	Cox Fire Protection
15400	Exposed structure areas - ½" brass upright heads - Included	\$	-	Cox Fire Protection
15400	Sprinkler Room Valves - Shotgun type riser check valve - Included	\$	-	Cox Fire Protection
15400	Riser Control Valve - Butterfly valve with internal supervisory switch - Included	\$	-	Cox Fire Protection
15400	Drain Valves - Brass globe valves - Included	\$	-	Cox Fire Protection
15400	Water Flor Alarm Device - One vane type shall be provided and installed at each riser. One (1) electric bell shall be provided and installed on the exterior wall at the riser location - Included	\$	-	Cox Fire Protection
15400	Attic protection is included within this proposal - Included			Cox Fire Protection
15400	Voluntary Alternate - Flexible Drops	\$	650.00	Cox Fire Protection
15400	Performance and Payment Bond	\$	1,765.00	Cox Fire Protection
15400	QUALIFICATION - No standpipes required per plans and specifications	\$	-	Cox Fire Protection
15400	CPVC and galvanized piping is not included within this proposal - EXCLUDED	\$	-	Excluded
15400	General note on sheet F201 stating size piping for an assumed flow of 50 psi static and 40 psi residual at 750 gpm, with consideration of this water supply the system will not be adequate within an ordinary hazard group two occupancy. System per this specified water supply is EXCLUDED	\$	-	Excluded
15400	Fire Pump - EXCLUDED	\$	-	Excluded
Mechanical Systems Subtotal		\$	909,138.75	



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#	ELECTRICAL SYSTEMS	VALUES	NOTES
16100	<u>Electrical Subcontract</u>	\$ 597,702.00	Ciraco
16100	Switchgear included.	\$ -	Ciraco
16100	Natural Gas Generator included.	\$ -	Ciraco
16100	Lighting included.	\$ -	Ciraco
16100	Site lighting included.	\$ -	Ciraco
16100	Site lighting - ALLOWANCE - Flag Pole Light	\$ 800.00	Ciraco
16100	Wiring of devices included.	\$ -	Ciraco
16100	Stop and Go lights in apparatus bay included.	\$ -	Ciraco
16100	Phone/Data/TV/Access Control conduit stubs included.	\$ -	Ciraco
16100	Control conduit and wire for apparatus bay doors included.	\$ -	Ciraco
16100	Fire Alarm - SCOPE REVIEW - Deduct Fire Alarm	\$ (12,000.00)	Ciraco
16100	Lightning protection included.	\$ -	Ciraco
16100	Primary and Communication conduits included - QUALIFICATION - Conduits as shown on Electrical Site Plan not Civil Utility Plan. Electrical Site Plan and Civil Utility Plan Conflict	\$ -	Ciraco
16100	Permit included.	\$ -	Ciraco
16600	Lightning Protection - Included Above	\$ -	Ciraco
16600	SCOPE REVIEW - Deduct Electrical for EF-2 and SF-1	\$ (2,500.00)	Ciraco
16600	SCOPE REVIEW - Add Circuits for Well and Lift Station	\$ 5,989.00	Ciraco
16600	Performance and Payment Bond	\$ 15,112.28	Ciraco
16110	<u>Security System</u>		
16110	Access Control	\$ 40,392.00	Mid State Fire & Systems
16110	Access Control There are 8 doors that are being controlled using the Vanderbilt control system per Marion County specifications.	\$ -	Mid State Fire & Systems
16110	Aphone Doorbell System	\$ 3,689.00	Mid State Fire & Systems
16110	Access Control - SCOPE REVIEW - Material and Labor for Wiring Door Hardware	\$ 8,000.00	TBD
16120	<u>Fire Alarm System</u>	\$ 25,884.00	Mid State Fire & Systems
16120	Fire Alarm price is based on an addressable fire alarm system manufactured by Honeywell Silent Knight.	\$ -	Mid State Fire & Systems
16120	Fire Alarm price includes Engineer stamped fire alarm shop drawings, submittals, closeouts and owner training.	\$ -	Mid State Fire & Systems
16120	Fire Alarm Dialer - EXCLUDED	\$ -	Excluded
16120	Fire Alarm Dialer - GMP REVIEW 5-15-25 - Cellular Dialer	\$ 1,472.00	Mid State Fire & Systems
16120	BDA Testing	\$ 2,500.00	Mid State Fire & Systems
16120	BDA System	\$ 28,000.00	Mid State Fire & Systems
16130	Audio Visual Lighting Systems - EXCLUDED	\$ -	Excluded
16140	<u>Voice / Data</u>	\$ 29,084.00	Mid State Fire & Systems
16140	Voice/Data/TV/WAP: Included is a wall rack, patch panels, wire management, patch cords, UPS, testing with meter, cat 6A wiring per the Marion County specifications.	\$ -	Mid State Fire & Systems
16140	Performance and Payment Bond	\$ 1,504.00	Mid State Fire & Systems
Electrical Systems Subtotal		\$ 745,628.28	
GENERAL CONDITIONS SUBTOTAL		\$ 410,919.21	
SITE DEVELOPMENT SUBTOTAL		\$ 1,538,972.14	
BUILDING SUBTOTAL		\$ 4,396,574.40	
#	MARION COUNTY	VALUES	NOTES
	General Conditions & Site Development & Building Subtotal	\$ 6,346,465.74	
00099	CM Fee = 6%	\$ 380,787.94	
01200	Bonding	\$ 79,330.82	
01125	General Liability Insurance	\$ 126,929.31	
01016	Marion County Contingency	\$ -	Excluded
01015	CM Contingency	\$ -	Excluded
	Rounding	\$ -	
PROPOSED GMP		\$ 6,933,513.82	



EXHIBIT A - SCHEDULE OF VALUES

MARION COUNTY FIRE STATION #11 REPLACEMENT PROJECT - 20Q-161-TO-52

Schedule of Values

June 11, 2025

#	ALTERNATES	VALUES	NOTES
00001	Thin Brick Wainscotting with Stucco Above	\$ (92,288.94)	Exterior Finish Plastering
00002	No Thin Brick, Stucco All Walls	\$ (128,191.42)	Exterior Finish Plastering
00002	Increase Spray Insulation at Roof Deck to R38	\$ 11,248.26	American Residential Products
00003	Delete Hurricane Shutters - Window Openings are Impact Rated	\$ -	Florida Door Solutions
00003	Custom Colors on Bay Doors Facing Road Only	\$ (12,716.00)	Florida Door Solutions
00004	Remove and Replace Unsuitable Soils - Unit Cost	\$ 32.00	Marion Rock
	Filter on Irrigation Well	\$ 500.00	Tricounty Landscape
	<u>Skyliner Insulation In-Lieu of Metal Liner Panels</u>		
	Deduct Metal Liner Panels - Material	\$ (15,636.00)	
	Deduct Metal Liner Panels - Labor	\$ (21,868.00)	
	Add Skyliner - Material	\$ 9,000.00	
	Add Skyliner - Labor	\$ 7,000.00	
	Net Savings	\$ (21,504.00)	
	<u>Alternate Flooring:</u>		
	Furnish & Install Trinity 12"x12" Vidal (Color: TBD) Floor Tile installed in a Straight Pattern with Bostik TrueColor Rapid Cure (Color TBD) Urethane Grout and Schluter Dilex-AHK Aluminum Satin Cove Base at all floor tile/wall tile transitions and Schluter Reno-U Aluminum Satin Reducer at all floor tile/lvt transitions to all restroom areas as specified per Room Finishes/Flooring Layout Plan Sheet A201D, A201N & A601 dated 12/11/2024. Price does not include waterproofing Graniti Fiandre TLC New Stone Has Been Discontinued	\$ -	Great Lakes
	Furnish & Install Trinity 6"x6" Nexus White Gloss Wall Tile installed in a Straight Pattern to all bathroom walls at 4' 4" AFF with Bostik TrueColor Rapid Cure (Color TBD) Urethane Grout and Schluter Rondec Aluminum Satin Bullnose Trim at all finished edges and Schluter Dilex-AHK Aluminum Satin Cove Base at all wall tile inside corners per Room Finishes/Flooring Layout Plan	\$ 28,794.00	Great Lakes
	Furnish & Install Trinity 6"x6" Nexus White Gloss Wall Tile installed in a Straight Pattern to all shower walls(excluding 151 molded shower) at 8' AFF with Bostik TrueColor Rapid Cure (Color TBD) Urethane Grout and Schluter Rondec Aluminum Satin Bullnose Trim at all finished edges	\$ -	Great Lakes
	Furnish & Install Dal-Tile 2"x2"(12"x24" Mounted) Linden Point Mosaic #LP21 Grigio Floor Tile installed in a Straight Pattern to all shower floors(excluding 151 molded shower) with Bostik TrueColor Rapid Cure (Color TBD) Urethane Grout	\$ -	Great Lakes
	Furnish & Install Mapei Mapegard 2SM Crack Isolation Membrane to all restroom floor tile	\$ 852.00	Great Lakes
	Furnish & Install Shaw 6"x48" 20 mil Terrain II Sumac Luxury Vinyl Plank	\$ 29,165.00	Great Lakes
	Furnish & Install a 3" Mud Bed to all recessed shower areas	\$ 1,815.00	Great Lakes
	Furnish & Install Amorim 3/8" Cork Composites Sport Flooring #427 Blue Rolled Recycled Rubber Flooring to 111 Fitness Room	\$ 3,408.00	Great Lakes
	Furnish & Install 4" Mannington 1/8" Gauge Black Brown Vinyl Cove Base	\$ 3,430.00	Great Lakes
	Furnish & Install Mapei Aqua Defense Waterproofing Membrane with Mapei Aqua Defense 6" Reinforcing Fabric as necessary to all shower floors and walls only	\$ 3,792.00	Great Lakes
	Deduct Base Bid Flooring	\$ (82,285.00)	Great Lakes
	Net Savings	\$ (2,994.00)	Great Lakes
00005	Silicone & Caulking - Deduct Concrete Apron Control Joints	\$ (10,342.50)	Lundman Group
	ALTERNATES SUBTOTAL		
#	ALTERNATE SUBTOTALS	VALUES	NOTES
	Total with Selected Alternates		
	CM Fee = %6	\$ -	
	Bonding	\$ -	
	General Liability Insurance	\$ -	
	Alternate Subtotals	\$ -	
	PROJECT TOTAL	\$6,933,513.82	



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19554

Agenda Date: 7/1/2025

Agenda No.: 7.4.10.

SUBJECT:

Request Approval of Seventh Contract Amendment: 16Q-020-CA-07 SW 49th Ave South Phase, Segment F - Kimley-Horn & Associates, Inc., Ocala, FL (Budget Impact - Neutral; total expenditure of \$114,745)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On July 19, 2016, the Board awarded a contract to Kimley-Horn & Associates, Inc. (KHA) to develop and provide a Preliminary Engineering Report (PER) for the South Phase of the SW 49th Avenue corridor through Marion Oaks to support future development and design associated with the project.

The seventh amendment to the agreement is for KHA to provide final design plan updates and bidding assistance. This work will include pre-construction meetings, monthly progress meetings, shop drawing reviews, request for information (RFI) responses and site visits, plan revisions, as-built review, and permit agency certifications. Right-of-way mapping services are also included.

Attached for review is a draft of the seventh contract amendment. Upon approval at today's meeting the contract will be sent to KHA for signature, and once returned, will be forwarded to Legal, the Clerk, and Chairman for signatures.

BUDGET/IMPACT:

Neutral; total expenditure of \$114,745. Funding is in line VJ738541-563220 (Infrast Surtax Cap Proj Fund).

RECOMMENDED ACTION:

Motion to approve request and allow staff to issue Contract Amendment, and upon approval from Legal, authorize the Chairman and Clerk to execute the seventh amendment to the agreement with Kimley-Horn & Associates, Inc. under 16Q-020.

SEVENTH AMENDMENT TO THE AGREEMENT

In accordance with the SW 49th Ave Corridor South Phase, Segment F (Marion Oaks Manor to 0.7 Miles South of CR 484) Final Roadway Design Services Agreement entered into on August 29, 2016, and all of its amendments (if any), collectively (the "Agreement") this Seventh Amendment to the Agreement (this "Amendment") is made and entered into by and between **Kimley-Horn and Associates, Inc.**, whose address is 1700 SE 17th St. STE 200, Ocala, FL 34471; possessing FEIN **56-0885615**, (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 16Q-020, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. Firm shall complete the services set forth as an addition to the Scope of Services, hereto Exhibit A in accordance with the project 16Q-020, (the "Project")

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:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

KATHY BRYANT DATE
CHAIRMAN

**FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO
FORM AND LEGAL SUFFICIENCY**

BCC APPROVED: July 1, 2025
16Q-020-CA-07 SW 49th Ave Corridor South Phase,
Segment F (Marion Oaks Manor to 0.7 Miles South
of CR 484) Final Roadway Design Services

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

**AMENDMENT NO. 7 TO AGREEMENT BETWEEN MARION COUNTY AND
KIMLEYHORN AND ASSOCIATES, INC. DATED, JULY 19, 2016 – PROJECT
#16Q-020**

SW 49TH AVENUE SOUTH SEGMENT F BIDDING AND POST DESIGN SERVICES

PROJECT UNDERSTANDING

Marion County (the "COUNTY" or the "Client") has requested an Amendment to the Agreement with Kimley-Horn and Associates, Inc. ("Kimley-Horn" or the "ENGINEER") for the SW 49th Avenue South Segment F Project.

INTRODUCTION

The ENGINEER previously provided design and permitting services for the Project. Under this Amendment, the County has requested the ENGINEER to provide additional design services as well as post design services during the construction of the Project. Under this Amendment, the ENGINEER will provide services as noted herein.

SCOPE OF SERVICES

TASK 1 – DESIGN PLAN UPDATES

- A. *Design Plan Updates* – The ENGINEER will revise final plans to reflect design updates associated with the adjacent SW 145th Place Road project, currently under design by the COUNTY. Plan changes will include the addition of pedestrian ramps and refuge areas at the SW 145th Place Rd and SW 49th Court Road intersection, revision of proposed striping for pedestrians crossing east/west at this intersection, and extension of turn lanes to account for crosswalk updates.

TASK 2 – BIDDING ASSISTANCE

Under the previous Agreement, the ENGINEER was scoped to provide limited bidding assistance. This Agreement is to provide supplemental bidding assistance services.

- A. *Bid Form* – The ENGINEER will prepare a final bid form that lists all anticipated pay items with corresponding estimated quantities for the COUNTY'S use in preparing the bid documents..
- B. *Special Provisions* – The ENGINEER will review Special Provisions provided by the COUNTY and provide comments as necessary. Kimley-Horn will provide Technical Special Provisions for items of work not covered by Florida Department of Transportation (FDOT) Standard Specifications, Supplemental Specifications, or Recurring Special Provisions for each project phase. The actual bid documents, posting the bid for potential bidders, and administration of the bid process will be handled by the COUNTY.
- C. *Addenda* – The ENGINEER will assist the COUNTY in preparing up to two addendums during the bidding phase. The Marion County Procurement Services Department will be responsible for issuing addenda to the Bidders of Record.
- D. *Pre-Bid Meeting* – The ENGINEER will prepare for and participate in one (1) Pre-Bid Meeting for the subject project. The COUNTY will be responsible for arranging for and conducting the meeting.
- E. *Bid Opening* – Not included.
- F. *Bid Tabulation* – Not included.

TASK 3 – POST DESIGN SERVICES

Under this task, the ENGINEER will generally perform the following services to support the COUNTY'S staff. The COUNTY will have direct day-to-day control and responsibility for the management of the construction activities.

- 1) Attendance of pre-construction and construction progress meetings.
- 2) Review of shop drawing submittals for structures and materials.
- 3) Respond to Contractor requests for additional information (RAI).
- 4) Conduct site visits as requested during construction.
- 5) Provide construction plan revisions as needed.
- 6) Review as-built survey information for conformance with the approved plans and permits as provided by the Contractor.
- 7) Prepare construction certifications for Florida Department of Environmental Protection (FDEP) and Southwest Florida Water Management District (SWFWMD) upon project completion.

The ENGINEER will provide the construction phase services specifically stated below:

- A. *Pre-Construction Conference* – The ENGINEER will prepare for and attend a Pre-Construction Conference prior to the commencement of construction activity.
- B. *Monthly Progress Meetings* – The ENGINEER will attend monthly progress meetings conducted by the COUNTY during the construction phase of the project. A total of eleven (11) progress meetings are included in this Scope.
- C. *Shop Drawings* – The ENGINEER will review and take appropriate action in respect to Shop Drawings and other data which the Contractor is required to submit but only for conformance with the information given in the Contract Documents. Such review or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- D. *Contractor RFIs and Site Visits* – The ENGINEER will issue necessary interpretations and clarifications of the Plans and Specifications to the COUNTY.

The ENGINEER will make site visits to assist in responding to Contractor RFIs and to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, the ENGINEER will evaluate whether the Contractor's work is generally proceeding in accordance with the Contract Documents.

For the purposes of this Amendment, the ENGINEER has assumed a total of ten (12) site visits, not including final punch list and project closeout activities.

- E. *Construction Plan Revisions* – As directed by the County, the ENGINEER will perform plan production services to revise the construction plans for up to four (4) revisions to address changed field conditions or unforeseen conditions that may be encountered. Throughout the construction of the Project, the ENGINEER shall maintain a drawing control index and track all plan revisions issued to the COUNTY.

- F. *As-Built Review* – The ENGINEER will, after notice from the COUNTY that it considers the work ready for its intended use, conduct a site visit and review draft as-built surveys to determine if the Work is substantially complete. The ENGINEER will provide review markups of the as-built surveys and review updated surveys provided by the COUNTY.
- G. *Agency Certifications* – Following completion of all work and receipt of signed and sealed as-built surveys and testing reports, the ENGINEER will prepare agency permit certifications to the following agencies and submit them for processing:
- 1) FDEP
 - 2) SWFWMD

TASK 4 – RIGHT-OF-WAY MAPPING

The ENGINEER will retain Clymer Farner Barley Surveying, LLC (CFBS) as a subconsultant to perform right-of-way mapping services. Under this task, CFBS will prepare right-of-way maps for the roadway corridor after construction has been completed.

Prior to the final recording in the public records, CFBS will depict the boundaries of the acquired parcels based upon the recorded information provided by the County. The right-of-way will be monumented in the field along the right-of-way lines, and those corners will be referenced on the right-of-way map. The right-of-way map will be prepared in accordance with the Florida Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

The ENGINEER will submit the right-of-way maps to the COUNTY for review. The ENGINEER will revise the right-of-way maps per comments received from the COUNTY up to one time.

SCHEDULE

The ENGINEER will provide these services to coincide with the roadway construction activity. For the purposes of this Amendment, the ENGINEER has assumed a construction duration of twelve (12) calendar months.

FEE

The ENGINEER will provide the services described in the Scope of Services for a lump sum amount of \$114,745.00 as detailed in the attached TABLE A.

Attachment: TABLE A

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

(Signature)

Amber L. Gartner, PE – Vice President

(Print Name and Title)

Date: March 10, 2025

G:\New Business\Public Sector\Marion County\2024\SW 49th Ave S Seg F Post Design\Amd 8_SW 49th Ave S Seg F Post Design.docx

**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT: SW 49TH AVE SOUTH SEGMENT F - BIDDING AND POST DESIGN SERVICES
 CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
 KH PM: MOHAMMAD A. ANSARI, PE
 BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, SW 49TH AVENUE

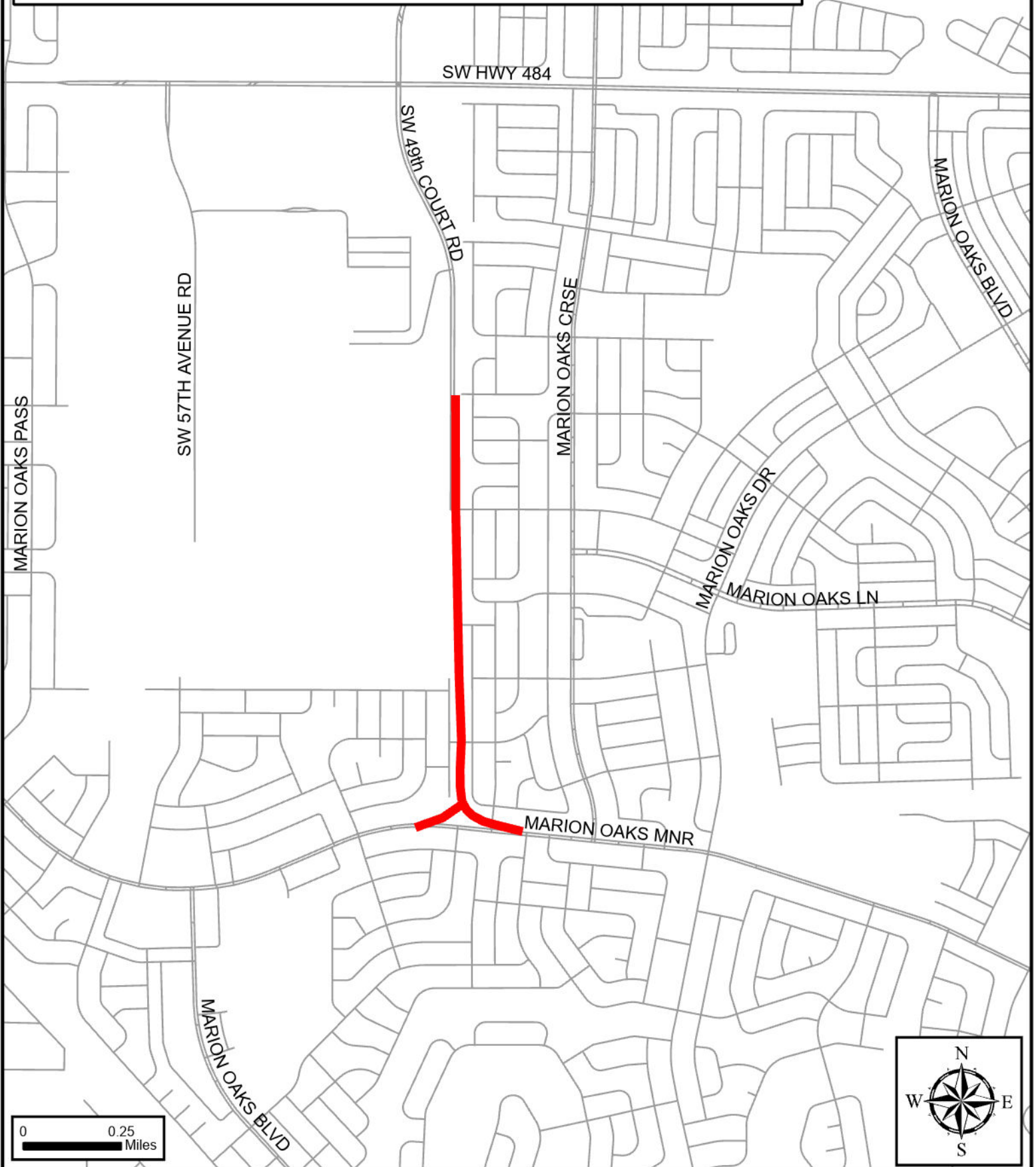
SHEET:
DATE:

1 of 1
3/10/2025

		DIRECT LABOR								
		Principal Engineer	Project Manager (Registered)	Project Engineer (Registered)	Staff Engineer	CADD Technician	Clerical	LABOR HOURS	SUB (\$)	LABOR (\$)
TASK ID	TASK DESCRIPTION	\$225.00	\$160.00	\$140.00	\$110.00	\$90.00	\$40.00			
1	DESIGN PLAN UPDATES	4	10	20	40	10	6	90		\$ 10,840
2	BIDDING ASSISTANCE	1	5	12	5		6	29		\$ 3,495
3A	PRE-CONSTRUCTION CONFERENCE	2	4	4	6		2	18		\$ 2,390
3B	MONTHLY PROGRESS MEETINGS (Up to 11)		22	8	22		6	58		\$ 7,300
3C	SHOP DRAWINGS	4	8	20	50	10	4	96		\$ 11,540
3D	CONTRACTOR RFI'S AND SITE VISITS	10	50		65		10	135		\$ 17,800
3E	CONSTRUCTION PLAN REVISIONS	8	30	40	50	20	10	158		\$ 19,900
3F	AS-BUILT REVIEW	2	20	20	45		4	91		\$ 11,560
3G	AGENCY CERTIFICATIONS	4	12	18	38		10	82		\$ 9,920
4	RIGHT-OF-WAY MAPPING		2	4	4		2	12	\$ 18,600	\$ 1,400
TOTALS		35	163	146	325	40	60	769	\$ 18,600	\$ 96,145
GRAND TOTAL \$ 114,745.00										

SW 49th Avenue South Segment F (Marion Oaks Manor to 0.7 miles South of CR 484)

SW 49th Ave South Segment F
Streets



Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

LB:6/13/2025



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19414

Agenda Date: 7/1/2025

Agenda No.: 7.4.11.

SUBJECT:

Request 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/Orlando Freightliner, Inc.** - Marion County Office of the County Engineer requests approval to purchase one (1) New Freightliner Vac Truck. To include all specifications detailed on the attached quote dated June, 4 2025. **Total expenditure of \$360,443. Funds available in line BL400541-564101 (Cnty Trans Maint Fund)** *This purchase meets competitive bidding requirements under Sheriffs Contract #FSA23-VEH21.1*
- 2. Pending Requisition/Demco** - Marion County Facilities requests approval to purchase library furniture for Freedom Library in the amount of \$736,847.19. **Total expenditure of (\$736,847.19). Funds are available in line AA720571-564102 (General Fund), Project LBC375013.** *This purchase is exempt from the competitive bidding process requirements under Omni Partners Furniture Contract: 07-85.*

RECOMMENDED ACTION:

Motion to approve requested purchases

Orlando Freightliner
2455 S Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 4222
407-291-8408 fax
407-509-6651 cell

6-4-25

To: Marion County BOCC
Attn: Jared Peltz

Orlando Freightliner is pleased to provide the following
quote via the 2024-2025 Florida Sheriffs
Association bid #FSA23-VEH21.1

Spec #44	\$ 85,014.00
016-1C2 vertical exhaust	\$ 617.00
650-008 air ride cab	\$ 139.00
727-1AF air horn	\$ 81.00
756-338 air ride drivers seat	\$ 125.00

Option 900 misc items not listed	
Upgrade to 108SD cab	\$ 19,577.00
Aluminum wheels	\$ 803.00
Adapter flange for PTO provision	\$ 397.00
Exterior sun visor	\$ 246.00
PipeHunter Sewer Cleaner	\$ 253,444.00

Total	\$ 360,443.00
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Sincerely,

Bob Scharpnick
Municipal Sales
Orlando Freightliner
Polk Freightliner
Freightliner of Ocala
407-295-3846



OMNIA®
PARTNERS

OMNIA Partners
07-85 Furniture



Contract Expiration

September 30th, 2025, with option to renew for an additional 5 years

Applicable Price List

Current Manufacturer's Price List

Demco website or current Demco Annual Sourcebook

Who Can Use

Available in the continental 48 States, excludes AK, HI & Canada.

- Public & Private Schools
- Colleges & Universities
- City organizations
- County organizations
- Non-profits
- All governmental entities

Freight Terms:

Demco will pay regular Ground Service shipping costs on all stock orders over the minimum order requirement. Express parcel shipping is not included.

Shipping and Processing will be prepaid and added to all drop ship orders, such as furniture and equipment. Demco provides good-faith shipping estimates on all orders. Accessorial delivery services are an additional fee.

Minimum Order Requirements:

\$75 minimum order (after discount) required for contract terms to apply

Installation Terms:

\$75-\$100/hour, call for quote. Additional charges may apply to projects if there is any deviation from the typical project site

Design services:

\$100/Hour (without product purchase)

Warranty

Manufacturer's warranty

Demco Contacts

Contract Administrator: Kristopher L Snow

Phone: 866-558-9068 **Fax:** 888-320-0288 **Email:** contracts@demco.com

Primary Sales

Primary Sales Contact

Inside Sales Specialist: various

Phone: 800.462.8709 **Fax:** 888.329.4728 **Email:** quote@demco.com

Business Development Representative: various

Phone: 800.747.7561 **Fax:** 800.730.8094 **Email:** quote@demco.com

AWARDED PRODUCT LINES AND DISCOUNTS

Demco Brands	Discounts Off Demco Catalog
Proprietary Lines	8%
Demco Full Line Catalog – Furniture	8%
Additional Demco Discounts	
Demco Annual Catalog/demco.com	15% off Supplies 8% off Equipment 5% off Learning Materials
Demco Circulation Technology	Call for quote

Manufacturer/Brand	Discount % Off MSRP
Allied	40%
AmTab	48%
BIOFIT	27%
Copernicus	24%
ECR4Kids	27%
High Point Furniture	47%
Jonti-Craft	14%
Joy Carpets	10%
MUZO – KITE	25%
MUZO – All except KITE	17%
LESRO	40%
Mooreco	31%
Paragon	30%
Russwood	45%
Safco	35%
Smith System	19%
Spectrum	27%
USA Capitol	39%
Whitney Brothers	13%
Wisconsin Bench	50%
Wisco Industries	27%
Wood Designs	15%



Demco specializes in designing and furnishing library interiors. View our online portfolio today. Contact us for help with your library project.
demcointeriors.com 800.747.7561 design@demcointeriors.com 4810 Forest Run Rd, Madison, WI 5370

1048

Marion County PLS - Freedom Branch - New Exp - Circ

Project ID: D4050107



4810 Forest Run Road
Madison WI 53708-8548
fax 800.730.8094

FOR: Julie Sieg Email: julie.sieg@marionfl.org Phone:	SALES REP: Steve Scicchitano Email: steves@demco.com Phone: 800-858-2720 Fax: 855-356-8138	PROJECT COORDINATOR: Terra Cortte Email: terrac@demco.com Phone: 608.721.7524 Fax:	QUOTE ID: QUOTE VERSION/TYPE: QUOTE ISSUE DATE: QUOTE EXPIRATION DATE: CONTRACT:	T5142023 Version 07 06/04/2025 07/04/2025 OMNIA
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ROOM: 001 ROOM

Line #	Tag	Product #	Quantity	Unit Price	Discount %	Discount Unit Price	Extended Price
76.00	L4A	70000573	1	\$359.00	30%	\$251.30	\$251.30
Description: Tenjam Little Fishy Bench 12"Hx36"Wx21"D							
Options:							
Color <input checked="" type="checkbox"/> Violet							
77.00	L4B	70000573	1	\$359.00	30%	\$251.30	\$251.30
Description: Tenjam Little Fishy Bench 12"Hx36"Wx21"D							
Options:							
Color <input checked="" type="checkbox"/> Light Blue							
78.00	L4C	70000573	1	\$359.00	30%	\$251.30	\$251.30
Description: Tenjam Little Fishy Bench 12"Hx36"Wx21"D							
Options:							
Color <input checked="" type="checkbox"/> Lime Green							

79.00	L4D	70000573	1	\$359.00	30%	\$251.30	\$251.30
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Description: Tenjam Little Fishy Bench 12"Hx36"Wx21"D

Options:

Color ☒ Orange

80.00	L4E	70000573	1	\$359.00	30%	\$251.30	\$251.30
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Description: Tenjam Little Fishy Bench 12"Hx36"Wx21"D

Options:

Color ☒ Red

81.00	L4F	70000573	1	\$359.00	30%	\$251.30	\$251.30
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Description: Tenjam Little Fishy Bench 12"Hx36"Wx21"D

Options:

Color ☒ Yellow

82.00	D7	20483580	1	\$2,845.48	32%	\$1,934.93	\$1,934.93
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Description: Americana ADA Full Top Desk 32" x 36" x 36" Laminate Top

Notes: Catalog number 5070509 | LAMINATE: MEDIUM OAK / TAJ | TEAK | | MOD WOOD STAIN TO MATCH TAJ | TEAK (STAIN UPGRADE)

Options:

Desk layout sketch being ☒ Yes

sent?

Wood finish ☒ See notes - Taj Teak

Laminate Top color ☒ See notes

83.00	S5	19099990	120	\$21.00	\$21.00	\$2,520.00
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Description: Estey 12"D Bracket - Pair for weld frame Canopy Top

84.00	S6	19099990	86	\$21.00	\$21.00	\$1,806.00
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Description: Estey 12"D Bracket Pair for weld frame Canopy Top

ROOM: 01 ROOM

Line #	Tag	Product #	Quantity	Unit Price	Discount %	Discount Unit Price	Extended Price
1.00	C1	13828160	350	\$215.00	22%	\$167.70	\$58,695.00
<div><div>Description:</div><div>Strive Armless Chair w/Glides Plastic Seat 33x20-3/4x21-3/4</div><div>Options:</div><div><div>Plastic Shell color</div><div><input checked="" type="checkbox"/> NORDIC</div></div><div><div>Frame color</div><div><input checked="" type="checkbox"/> WARM GREY</div></div><div><div>Glide Style</div><div><input checked="" type="checkbox"/> Steel</div></div></div>							
2.00	C2	19068930	8	\$379.00	34%	\$250.14	\$2,001.12
<div><div>Description:</div><div>Strive Café Stool, 29" high, U</div><div>Notes:</div><div>30" Seat Height POLY: ZESTY LIME FRAME: WARM GREY GLIDES: STEEL</div></div>							
3.00	C3A	13820640	8	\$119.00	14%	\$102.34	\$818.72
<div><div>Description:</div><div>Groove Stack,Plat w/ Nylon Glides 16x17-1/2x18-1/2</div><div>Options:</div><div><div>Color</div><div><input checked="" type="checkbox"/> Apple</div></div></div>							
4.00	C3B	13820640	8	\$119.00	14%	\$102.34	\$818.72
<div><div>Description:</div><div>Groove Stack,Plat w/ Nylon Glides 16x17-1/2x18-1/2</div><div>Options:</div><div><div>Color</div><div><input checked="" type="checkbox"/> Cerulean</div></div></div>							

5.00	C3C	13820640	8	\$119.00	14%	\$102.34	\$818.72
<div><div>Description:</div><div>Groove Stack,Plat w/ Nylon Glides 16x17-1/2x18-1/2</div><div>Options:</div><div><div>Color</div><div><input checked="" type="checkbox"/> Orange</div></div></div>							
6.00	C3D	13820640	8	\$119.00	14%	\$102.34	\$818.72
<div><div>Description:</div><div>Groove Stack,Plat w/ Nylon Glides 16x17-1/2x18-1/2</div><div>Options:</div><div><div>Color</div><div><input checked="" type="checkbox"/> Red</div></div></div>							
7.00	C4A	13820630	4	\$115.00	14%	\$98.90	\$395.60
<div><div>Description:</div><div>Groove Stack Chair,Plat w/ Nylon Glides 14x17-1/2x18-1/2</div><div>Options:</div><div><div>Color</div><div><input checked="" type="checkbox"/> Apple</div></div></div>							
8.00	C4B	13820630	4	\$115.00	14%	\$98.90	\$395.60
<div><div>Description:</div><div>Groove Stack Chair,Plat w/ Nylon Glides 14x17-1/2x18-1/2</div><div>Options:</div><div><div>Color</div><div><input checked="" type="checkbox"/> Cerulean</div></div></div>							
9.00	C4C	13820630	4	\$115.00	14%	\$98.90	\$395.60
<div><div>Description:</div><div>Groove Stack Chair,Plat w/ Nylon Glides 14x17-1/2x18-1/2</div><div>Options:</div><div><div>Color</div><div><input checked="" type="checkbox"/> Orange</div></div></div>							

10.00	C4D	13820630	4	\$115.00	14%	\$98.90	\$395.60
<div><div>Description:</div><div>Groove Stack Chair,Plat w/ Nylon Glides 14x17-1/2x18-1/2</div><div>Options:</div><div><div>Color</div><div><input checked="" type="checkbox"/> Red</div></div></div>							
11.00	CT1	14123140	79	\$68.99	28%	\$49.67	\$3,924.15
<div><div>Description:</div><div>Estey SF Steel Canopy Top 12"D Base</div><div>Options:</div><div><div>Color?</div><div><input checked="" type="checkbox"/> Champagne Putty</div></div></div>							
12.00	CT2	14124040	138	\$119.00	26%	\$88.06	\$12,152.28
<div><div>Description:</div><div>Estey DF Steel Canopy Top 24"D Base</div><div>Options:</div><div><div>Color?</div><div><input checked="" type="checkbox"/> Champagne Putty</div></div></div>							
13.00	CT3	13671120	10	\$1,019.00	30%	\$713.30	\$7,133.00
<div><div>Description:</div><div>1-1/8 Canopy HPL Top-Bottm OAK 216-9/32L x 24-1/2, 2-pc top</div><div>Notes:</div><div>MOD TO 24 7/8"W X 216 3/32"L</div><div>Options:</div><div><div>Laminate color</div><div><input checked="" type="checkbox"/> Taj Teak Oak</div></div></div>							
14.00	CT4	13671130	5	\$1,339.00	31%	\$923.91	\$4,619.55
<div><div>Description:</div><div>1-1/8 Canopy HPL Top-Bottm OAK 252-21/64L x 24-1/2, 3-pc top</div><div>Notes:</div><div>MOD TO 24 7/8"W X 252 7/64"L</div><div>Options:</div><div><div>Laminate color</div><div><input checked="" type="checkbox"/> Taj Teak Oak</div></div></div>							

15.00	CT5	13671140	1	\$1,379.00	31%	\$951.51	\$951.51
<div><div>Description:</div><div>Notes:</div><div>Options:</div><div>Laminate color<input checked="" type="checkbox"/> Taj Teak Oak</div></div>							
16.00	CT6	13671870	2	\$289.00	31%	\$199.41	\$398.82
<div><div>Description:</div><div>Notes:</div><div>Options:</div><div>Laminate color<input checked="" type="checkbox"/> Taj Teak Oak</div></div>							
17.00	CT7	13671890	1	\$429.00	31%	\$296.01	\$296.01
<div><div>Description:</div><div>Notes:</div><div>Options:</div><div>Laminate color<input checked="" type="checkbox"/> Taj Teak Oak</div></div>							
18.00	D1	20483690	2	\$2,409.00	21%	\$1,903.11	\$3,806.22
<div><div>Description:</div><div>Notes:</div><div>Options:</div><div>Wood Finish<input checked="" type="checkbox"/> Medium Oak</div><div>Laminate Top Color<input checked="" type="checkbox"/> Taj Teak - Pionite WT741</div><div>Locks?<input checked="" type="checkbox"/> With locks</div></div>							

19.00	D2	20483610	1	\$2,279.00	30%	\$1,595.30	\$1,595.30
<div><div>Description:</div><div>Americana Closed Radius Corner 39" x 33" x 33" Laminate Top</div><div>Notes:</div><div>MOD WOOD STAIN TO MATCH TAJ TEAK</div><div>Options:</div><div><div>Wood Finish</div><div><input checked="" type="checkbox"/></div><div>Medium Oak</div></div><div><div>Laminate Top Color</div><div><input checked="" type="checkbox"/></div><div>Taj Teak - Pionite WT741</div></div></div>							
20.00	D3	20483510	2	\$1,309.00	21%	\$1,034.11	\$2,068.22
<div><div>Description:</div><div>Americana Full Top Desk 39" x 36" x 30" Laminate Top</div><div>Notes:</div><div>MOD WOOD STAIN TO MATCH TAJ TEAK</div><div>Options:</div><div><div>Desk layout sketch being sent?</div><div><input checked="" type="checkbox"/></div><div>Yes</div></div><div><div>Wood finish</div><div><input checked="" type="checkbox"/></div><div>Medium Oak</div></div><div><div>Laminate Top color</div><div><input checked="" type="checkbox"/></div><div>Taj Teak - Pionite WT741</div></div></div>							
21.00	D4	20483520	3	\$1,239.00	21%	\$978.81	\$2,936.43
<div><div>Description:</div><div>Americana Full Top Desk 32" x 36" x 30" Laminate Top</div><div>Notes:</div><div>MOD WOOD STAIN TO MATCH TAJ TEAK</div><div>Options:</div><div><div>Desk layout sketch being sent?</div><div><input checked="" type="checkbox"/></div><div>Yes</div></div><div><div>Wood finish</div><div><input checked="" type="checkbox"/></div><div>Medium Oak</div></div><div><div>Laminate Top color</div><div><input checked="" type="checkbox"/></div><div>Taj Teak - Pionite WT741</div></div></div>							
22.00	D5	19051030	5	\$4,658.75	47%	\$2,469.14	\$12,345.69
<div><div>Description:</div><div>Ultima Cabinet Single Drwr Cupboard Unit 39Hx36Wx30D</div><div>Notes:</div><div>MEDIUM OAK / TAJ TEAK MOD WOOD STAIN TO MATCH TAJ TEAK MOD TO MATCH AMERICANA</div></div>							

23.00	D6	20483620	1	\$2,229.00	15%	\$1,894.65	\$1,894.65
<div><div><div>Description:</div><div>Notes:</div><div>Options:</div></div><div>Americana Closed Radius Corner 32" x 33" x 33" Laminate Top</div><div>MOD WOOD STAIN TO MATCH TAJ TEAK</div><div><div>Wood Finish</div><div><input checked="" type="checkbox"/> Medium Oak</div></div><div><div>Laminate Top Color</div><div><input checked="" type="checkbox"/> Taj Teak - Pionite WT741</div></div></div>							
25.00	D8	20483800	8	\$329.00	16%	\$276.36	\$2,210.88
<div><div><div>Description:</div><div>Notes:</div><div>Options:</div></div><div>Americana Circ Desk End Panel 39"H</div><div>MOD WOOD STAIN TO MATCH TAJ TEAK</div><div><div>Wood finish</div><div><input checked="" type="checkbox"/> Medium Oak (MOD TO MATCH TAJ TEAK)</div></div></div>							
26.00	D9	20483810	5	\$289.00	28%	\$208.08	\$1,040.40
<div><div><div>Description:</div><div>Notes:</div><div>Options:</div></div><div>Americana Circ Desk End Panel 32"H</div><div>MOD WOOD STAIN TO MATCH TAJ TEAK</div><div><div>Wood finish</div><div><input checked="" type="checkbox"/> Medium Oak (MOD TO MATCH TAJ TEAK)</div></div></div>							
27.00	D10	20483880	1	\$2,349.00	19%	\$1,902.69	\$1,902.69
<div><div><div>Description:</div><div>Notes:</div><div>Options:</div></div><div>Americana Full Top Desk 39" x 60" x 30" Laminate Top</div><div>MOD WOOD STAIN TO MATCH TAJ TEAK</div><div><div>Desk layout sketch being sent?</div><div><input checked="" type="checkbox"/> Yes</div></div><div><div>Wood finish</div><div><input checked="" type="checkbox"/> Medium Oak</div></div><div><div>Laminate Top color</div><div><input checked="" type="checkbox"/> Taj Teak - Pionite WT741</div></div></div>							

28.00	D11	20483630	2	\$5,669.00	22%	\$4,421.82	\$8,843.64
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Description: LibraCraft 90 Deg Desk w/ Laminate Top 39"x 78-1/2" x33"
Notes: MOD WOOD STAIN TO MATCH TAJ | TEAK

Options:

Desk layout sketch being sent?	<input checked="" type="checkbox"/>	Yes
Wood finish	<input checked="" type="checkbox"/>	Medium Oak
Laminate Top color	<input checked="" type="checkbox"/>	Taj Teak - Pionite WT741

29.00	D12	12243090	3	\$2,979.00	16%	\$2,502.36	\$7,507.08
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Description: ColorScape Cabinet Single Drwr Cupboard Unit 32"Hx36"Wx30"D
Notes: MOD WOOD STAIN TO MATCH TAJ | TEAK

Options:

Wood Finish	<input checked="" type="checkbox"/>	Medium Oak on Oak
Laminate Top Color	<input checked="" type="checkbox"/>	Taj Teak - Pionite WT741
Laminate Front Panel Color	<input checked="" type="checkbox"/>	Cassis (Formica 6903-58)
Kickplate Color	<input checked="" type="checkbox"/>	*Matching Woodgrain*

30.00	D13	13812210	2	\$6,709.00	20%	\$5,367.20	\$10,734.40
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Description: ColorScape Desk 90 degree Curved 32"H x 78"W x 30"D
Notes: MOD WOOD STAIN TO MATCH TAJ | TEAK

Options:

Wood Finish	<input checked="" type="checkbox"/>	Medium Oak on Oak
Laminate Top Color	<input checked="" type="checkbox"/>	Taj Teak - Pionite WT741
Laminate Front Panel Color	<input checked="" type="checkbox"/>	Cassis (Formica 6903-58)
Kickplate Color	<input checked="" type="checkbox"/>	*Matching Woodgrain*
Type of side panels	<input checked="" type="checkbox"/>	Full panel

31.00	EP1	13679570	6	\$429.00	30%	\$300.30	\$1,801.80
<div><div>Description:Demco Stl 1-1/8" HPL End Panel 91-1/2H x 13-1/2, SF - 12" OAK</div><div>Notes:MOD TO 14 1/4"W X 91 3/4"H</div><div>Options:<div>Laminate color<input checked="" type="checkbox"/> Taj Teak Oak</div></div></div>							
32.00	EP2	13679370	36	\$559.00	31%	\$385.71	\$13,885.56
<div><div>Description:Demco Stl 1-1/8" HPL End Panel 91-1/2H x 25, DF- 12"/ 12" OAK</div><div>Notes:MOD TO 25 3/8"W X 91 3/4"H</div><div>Options:<div>Laminate color<input checked="" type="checkbox"/> Taj Teak Oak</div></div></div>							
33.00	EP4	13679590	4	\$415.00	30%	\$290.50	\$1,162.00
<div><div>Description:Demco Stl 1-1/8" HPL End Panel 79-1/2"H x 13-1/2" SF 12" Oak</div><div>Notes:MOD TO 14 1/4"W X 79 3/4"H</div><div>Options:<div>Laminate color<input checked="" type="checkbox"/> Taj Teak Oak</div></div></div>							
34.00	EP5	13679410	20	\$455.00	31%	\$313.95	\$6,279.00
<div><div>Description:Demco Stl 1-1/8" HPL End Panel 67-1/2H x 25, DF- 12"/ 12" OAK</div><div>Notes:MOD TO 25 3/8"W X 67 3/4"H</div><div>Options:<div>Laminate color<input checked="" type="checkbox"/> Taj Teak Oak</div></div></div>							

35.00	EP6	13679440	12	\$409.00	29%	\$290.39	\$3,484.68
<div><div>Description:Demco Stl 1-1/8" HPL End Panel 49-1/2H x 25, DF- 12"/ 12" OAK</div><div>Notes:MOD TO 25 3/8"W X 49 3/4"H</div><div>Options:<div>Laminate color<input checked="" type="checkbox"/>Taj Teak Oak</div></div></div>							
36.00	EP9	13679640	6	\$629.00	61%	\$245.31	\$1,471.86
<div><div>Description:Demco Stl 1-1/8" HPL End Panel 49-1/2H x 13-1/2, SF - 12" OAK</div><div>Notes:MOD TO 45"H x 14 1/2"W</div><div>Options:<div>Laminate Finish?<input checked="" type="checkbox"/>TAJ TEAK</div><div>Wood Stain Selection?<input checked="" type="checkbox"/>MEDIUM OAK</div></div></div>							
37.00	F3A	13859040	6	\$1,729.00	17%	\$1,435.07	\$8,610.42
<div><div>Description:ColorScape Square OPAC Station 23-1/2"Wx22"D</div><div>Notes:MOD TO TAJ TEAK</div><div>Options:<div>Height<input checked="" type="checkbox"/>39"</div><div>Door & worksurface color<input checked="" type="checkbox"/>TAJ TEAK</div><div>Outside & front panel<input checked="" type="checkbox"/>Cassis color</div></div></div>							
38.00	F3A	13617280	6	\$195.00	51%	\$95.55	\$573.30
<div><div>Description:CS Vinyl Letters "LOOK IT UP" Sized to Fit Unit</div><div>Options:<div>Color<input checked="" type="checkbox"/>Silver w/ Optima font</div><div>Size for Height<input checked="" type="checkbox"/>Sized to fit 39"</div></div></div>							

39.00	F3B	13859040	3	\$1,729.00	17%	\$1,435.07	\$4,305.21
<div><div><div>Description:</div><div>ColorScape Square OPAC Station 23-1/2"Wx22"D</div></div><div><div>Notes:</div><div>MOD TAJ TEAK</div></div><div><div>Options:</div><div><div>Height<input checked="" type="checkbox"/> 39"</div><div>Door & worksurface color<input checked="" type="checkbox"/> TAJ TEAK</div><div>Outside & front panel color<input checked="" type="checkbox"/> Spectrum Green</div></div></div></div>							
40.00	F3B	13617280	3	\$195.00	51%	\$95.55	\$286.65
<div><div><div>Description:</div><div>CS Vinyl Letters "LOOK IT UP" Sized to Fit Unit</div></div><div><div>Notes:</div><div>MOD TEXT TO "CHECK IT OUT"</div></div><div><div>Options:</div><div><div>Color<input checked="" type="checkbox"/> Silver w/ Optima font</div><div>Size for Height<input checked="" type="checkbox"/> Sized to fit 39"</div></div></div></div>							
41.00	L1	19000530	18	\$920.00	46%	\$496.80	\$8,942.40
<div><div><div>Description:</div><div>Mibster Chair, Dark Blue</div></div><div><div>Notes:</div><div>DARK BLUE</div></div></div>							
42.00	L2	13761960	10	\$315.00	32%	\$214.20	\$2,142.00
<div><div><div>Description:</div><div>Tenjam Amped Side Table 16-1/2"Hx22-1/4"Wx16-3/4"D</div></div><div><div>Options:</div><div><div>Color<input checked="" type="checkbox"/> Medium Gray</div></div></div></div>							

43.00	L3A	13708650	14	\$529.00	35%	\$343.85	\$4,813.90
<div><div>Description: Tenjam Swerve Bench 17H" x 47"W x 18"D</div><div>Options:</div><div><div>Color</div><div><input checked="" type="checkbox"/> Dark Blue</div></div></div>							
44.00	L3B	13708650	4	\$529.00	35%	\$343.85	\$1,375.40
<div><div>Description: Tenjam Swerve Bench 17H" x 47"W x 18"D</div><div>Options:</div><div><div>Color</div><div><input checked="" type="checkbox"/> Medium Gray</div></div></div>							
51.00	S1	19054770	46	\$1,004.00	55%	\$451.80	\$20,782.80
<div><div>Description: Estey SF Int Bk Shelving 90Hx36W - 12D Base, 10D Adj.</div><div>Notes: CHAMPAGNE PUTTY</div></div>							
52.00	S2	19054770	138	\$1,673.00	55%	\$752.85	\$103,893.30
<div><div>Description: Estey DF Int Bk Shelving 90Hx36W - 24D Base, 10D Adj.</div><div>Notes: CHAMPAGNE PUTTY</div></div>							
53.00	S4	19054770	33	\$895.00	55%	\$402.75	\$13,290.75
<div><div>Description: Estey SF Int Bk Shelving 78Hx36W - 12D Base, 10D Adj.</div><div>Notes: CHAMPAGNE PUTTY</div></div>							

54.00	S5	19054770	60	\$1,267.00	55%	\$570.15	\$34,209.00
		Description:	Estey DF Int Bk Shelving 66Hx36W - 24D base, 10D Adj				
		Notes:	CHAMPAGNE PUTTY				
56.00	S6	19054770	43	\$225.00	55%	\$101.25	\$4,353.75
		Description:	Estey DF Int Bk Shelving Frame, 48Hx36W				
		Notes:	CHAMPAGNE PUTTY				
57.00	S6	19054770	43	\$314.00	55%	\$141.30	\$6,075.90
		Description:	Estey DF Int Bk Shelving Base Shelf, 24"D				
		Notes:	CHAMPAGNE PUTTY				
58.00	S6	14967410	172	\$78.99	27%	\$57.66	\$9,917.98
		Description:	Estey Integral Back Shelf 7-1/2" x 36" x 10"				
		Options:					
		Color?	<input checked="" type="checkbox"/> Champagne Putty				

60.00	S7A	13817790	16	\$2,979.00	19%	\$2,412.99	\$38,607.84
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Description: CS DF Curved Mobile Starter 48"H x 45"W x 24"D
Notes: MOD WOOD STAIN TO MATCH TAJ | TEAK

Options:

Laminate Top Color	<input checked="" type="checkbox"/>	Matching woodgrain
Inside Left Color	<input checked="" type="checkbox"/>	Vibrant Green
Inside Right Color	<input checked="" type="checkbox"/>	Vibrant Green
Wood Species	<input checked="" type="checkbox"/>	Medium Oak (MOD TO MATCH TAJ TEAK)

61.00	S7B	13817790	12	\$2,979.00	19%	\$2,412.99	\$28,955.88
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Description: CS DF Curved Mobile Starter 48"H x 45"W x 24"D
Notes: MOD WOOD STAIN TO MATCH TAJ | TEAK

Options:

Laminate Top Color	<input checked="" type="checkbox"/>	Vibrant Green
Inside Left Color	<input checked="" type="checkbox"/>	Chrome Yellow
Inside Right Color	<input checked="" type="checkbox"/>	Sunken Treasure
Wood Species	<input checked="" type="checkbox"/>	Medium Oak (MOD TO MATCH TAJ TEAK)

62.00	T1A	13865400	22	\$449.00	16%	\$377.16	\$8,297.52
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Description: Kalos Table Bite 22-34"Hx48"Dia
Options:

Laminate Top Color	<input checked="" type="checkbox"/>	Handspun Dove
Edge Band Color	<input checked="" type="checkbox"/>	Navy

63.00	T1B	13865400	23	\$449.00	20%	\$359.20	\$8,261.60
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Description: Kalos Table Bite 22-34"Hx48"Dia
Options:

Laminate Top Color	<input checked="" type="checkbox"/>	Handspun Dove
Edge Band Color	<input checked="" type="checkbox"/>	Bright Green

64.00	T1C	13865400	3	\$449.00	20%	\$359.20	\$1,077.60
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Description: Kalos Table Bite 22-34"Hx48"Dia

Options:

Laminate Top Color	<input checked="" type="checkbox"/>	Handspun Dove
Edge Band Color	<input checked="" type="checkbox"/>	Bright Blue

65.00	T1D	13865400	3	\$449.00	20%	\$359.20	\$1,077.60
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Description: Kalos Table Bite 22-34"Hx48"Dia

Options:

Laminate Top Color	<input checked="" type="checkbox"/>	Handspun Dove
Edge Band Color	<input checked="" type="checkbox"/>	Orange

66.00	T1E	13865400	3	\$449.00	20%	\$359.20	\$1,077.60
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Description: Kalos Table Bite 22-34"Hx48"Dia

Options:

Laminate Top Color	<input checked="" type="checkbox"/>	Handspun Dove
Edge Band Color	<input checked="" type="checkbox"/>	Red

67.00	T4	13845780	42	\$1,169.00	19%	\$946.89	\$39,769.38
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Description: KI Pirouette Nest/Fold Table w/casters 29"Hx60"Wx24"D

Options:

Leg/Base color	<input checked="" type="checkbox"/>	WARM GREY
Laminate top color	<input checked="" type="checkbox"/>	North Sea Gray
Edge color	<input checked="" type="checkbox"/>	Warm Gray

68.00	T6	19068930	3	\$11,393.0	31%	\$7,861.17	\$23,583.51
		Description: Connection Zone Tables SF Group of 4 w/ Power Notes: LAMINATE: NORTH SEA DIVIDER FRAME: ZESTY LIME LEGS/BASE/EDGE: WARM GREY POWER: PLUG & PLAY					
69.00	T7	19068930	1	\$14,129.0	26%	\$10,455.46	\$10,455.46
		Description: Connection Zone Tables DF Group of 6 w/ Power Notes: LAMINATE: NORTH SEA DIVIDER FRAME: ZESTY LIME LEGS/BASE/EDGE: WARM GREY POWER: PLUG & PLAY					
70.00	T8	19068930	4	\$1,823.00	34%	\$1,203.18	\$4,812.72
		Description: Stout Adj. Ht. Rectangle Table 60"W x 30"D x 27-40"H, Laminat Notes: LAMINATE: NORTH SEA EDGE: ZESTY LIME LEGS/FRAME: WARM GREY					
71.00	T9	13588590	7	\$809.00	11%	\$720.01	\$5,040.07
		Description: Smith System Planner Access Station 22-32Hx60Wx24D Options: Laminate top color <input checked="" type="checkbox"/> North Sea Gray Edge band color <input checked="" type="checkbox"/> Apple Frame color <input checked="" type="checkbox"/> Platinum					

72.00	T10	13808620	2	\$279.00	19%	\$225.99	\$451.98
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Description: Regency Kahlo Table 29"H x 48"W x 24"D

Options:

2 sided laminate top color	<input checked="" type="checkbox"/>	Mahogany/Gray
Leg color	<input checked="" type="checkbox"/>	Black

73.00	EP7	13679380	6	\$559.00	31%	\$385.71	\$2,314.26
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Description: Demco Stl 1-1/8" HPL End Panel 85-1/2"H x 25" DF 12"/12" Oak

Notes: MOD TO 22 1/2"W x 85 15/16"H

Options:

Laminate color	<input checked="" type="checkbox"/>	Taj Teak Oak
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74.00	EP8	13679630	2	\$629.00	61%	\$245.31	\$490.62
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Description: Demco Stl 1-1/8" HPL End Panel 55-1/2H x 13-1/2, SF - 12" OAK

Notes: MOD TO 14"W x 85 15/16

Options:

Laminate Finish?	<input checked="" type="checkbox"/>	TAJ TEAK
Wood Stain Selection?	<input checked="" type="checkbox"/>	MEDIUM OAK

Installation Services

<u>Line #</u>	<u>Service #</u>	<u>Description</u>
75.00	00001090	Services for Project Mgmt. Delivery and Installation

Options:

Loading Dock?	<input checked="" type="checkbox"/>	No,loading dock does not exist at site
Special Loading Doc Info?	<input checked="" type="checkbox"/>	na
What floor of bldg deliver to?	<input checked="" type="checkbox"/>	1
Elevator available to use/size	<input checked="" type="checkbox"/>	Not Applicable
Stair carry necessary?	<input checked="" type="checkbox"/>	na
Doorway sizes	<input checked="" type="checkbox"/>	Yes, All doorways are 36"W or more
Special Doorway Info?	<input checked="" type="checkbox"/>	na
Debris Removal?	<input checked="" type="checkbox"/>	Yes, removal all debris from site
Prevailing Wages ?	<input checked="" type="checkbox"/>	No, Prevailing Wage Rates Not Required
Addl Prevailing Wage Info?	<input checked="" type="checkbox"/>	na
Customer SITE	<input checked="" type="checkbox"/>	TBD
CONTACT Name?		
Customer SITE	<input checked="" type="checkbox"/>	TBD
CONTACT Phone#		
How many trips to install?	<input checked="" type="checkbox"/>	Single Trip for All Items
Std Work Hours 8a-5p M-F	<input checked="" type="checkbox"/>	Standard
Shelving - Wall/Floor Mnt?	<input checked="" type="checkbox"/>	Yes, secure shelving to walls
Wall Types? Drywall, Concrete,	<input checked="" type="checkbox"/>	Drywall
Layout for Installers Required	<input checked="" type="checkbox"/>	Provided
Safety Equip/Protocol 4 Crew?	<input checked="" type="checkbox"/>	None currently
No elec/phone/cable work incl.	<input checked="" type="checkbox"/>	Crews will not handle any elec/phn/cable connectio

Exist.furniture not
included

☒ Crew will not move/dispose any existing furniture

Like many businesses, we are experiencing unexpected price increases and extended lead times from our vendor partners for materials and transportation. We are trying to absorb the costs as much as possible, but in some cases, we have been forced to raise prices on our products. As such, the prices on this quote expire on the date listed and must be re-quoted after that date.

*Please be aware that lead times have increased for some vendors on this quote due to the high volume of orders this time of year. It is possible that some of the items on this order could have ship dates in August or later, depending on when the order is submitted.

Demco may require a down payment on this order, please contact your Demco Consultant for more information.

Sub Total	\$585,614.35
Shipping	\$14,407.84
Other Services	\$136,825.00
Tax	TAX EXEMPT
GRAND TOTAL	\$736,847.19

Quote ID: T5142023

Shipping & Delivery Options *If this quote includes options, they are based on the following list, (note: shipping options may only apply to certain shipments):*

☒ [OCA] Call Ahead - Delivery Appt.

Billing Information	Shipping	Customer Contact	Designer
Marion Cnty Board of Comm 2720 E Silver Springs Blvd Ocala, FL, 34470 Bill Contact: Ne'Shay Frye 352-368-4500	Julie Sieg Freedom Public Library 5870 SW 95th St Ocala FL 34476-4027	Julie Sieg 356.718.51 julie.sieg@marionfl.org	Emily Bronk Drawing ID:

Signature that authorizes Demco to place this order:

Signature Date



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19412

Agenda Date: 7/1/2025

Agenda No.: 7.5.1.

SUBJECT:

Request Approval of Resolution of the Board of County Commissioners of Marion County Authorizing Tourist Development Funding Programs (Budget Impact - None)

INITIATOR:

Loretta Shaffer, Director

DEPARTMENT:

Tourist Development

DESCRIPTION/BACKGROUND:

A resolution is presented for Board approval for authorization of five (5) Tourist Development Funding Programs.

- Arts and Cultural Destination Enhancement Funding Program
- Marketing Assistance Funding Program
- Meeting Rewards Funding Program
- Room Night Generating Funding Program
- Bid Fee Funding Program

The programs were reviewed and recommended for approval by the Tourist Development Council at their regularly scheduled meeting on May 21, 2025.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve the Resolution and authorize the Chairman and the Clerk to execute same.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Shaffer Loretta (Dept) Visitors & Convention Bureau - 2870
Last First
(Title) Director (Phone) 352-438-2804
Signature _____ Date 06/24/2025

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

Resolution for Adoption of Funding Program Guidelines.

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: 7/1/2025

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. 2025-549

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 Attorney

Outcome:

☒ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other: _____

Date Received:

RECEIVED

By Marion County Attorney- AT at 11:06 am, Jun 24, 2025

Attorney Signature: [Signature] Date 6/24/25

Staff Signature: [Signature] Date: 6/24/25 Returned: ☒ Department ☐ Admin ☐ _____
Completed

RESOLUTION 25-R-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
MARION COUNTY, FLORIDA, ADOPTING THE TOURIST
DEVELOPMENT FUNDING PROGRAM GUIDELINES; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 125.0104, Florida Statutes, provides the procedure for the consideration and levy of a tourist development tax by the governing board of each county within the State of Florida; and

WHEREAS, on February 17, 2004, the Board of County Commissioners of Marion County, Florida (Board), appointed and confirmed the members of the Marion County Tourist Development Council (TDC); and

WHEREAS, the TDC, adopted its plan for tourist development and recommended to the Board, the adoption of an ordinance levying a tourist development tax within a tax district encompassing all the incorporated and unincorporated areas within Marion County, Florida; and

WHEREAS, on July 6, 2004, the Board enacted Ordinance 04-17, levying and imposing a tourist development tax, subject to referendum approval, under the provisions of Section 125.0104, Florida Statutes; and

WHEREAS, the tourist development tax, including the tourist development plan, was approved at a referendum on November 2, 2004; and

WHEREAS, the TDC recommended changes to the tourist development plan to the Board and on July 3, 2007, the tourist development plan was amended in Ordinance 07-17; and

WHEREAS, the TDC again recommended changes to the tourist development plan and on March 7, 2009, the tourist development plan was amended in Ordinance 09-07; and

WHEREAS, the TDC shall review all funding requests and shall make recommendations to the Board for funding.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida:

SECTION 1. FUNDING PROGRAM GUIDELINES. The Board hereby adopts the attached funding program guidelines for Meeting Rewards; Room Night Generating Events; Bid Fee Events; Marketing Assistance; and Arts & Cultural Destination Enhancement.

SECTION 2. CONFLICT. All Resolutions or parts thereof in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

SECTION 3. EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board.

DULY ADOPTED this _____ day of _____, 2025.

ATTEST:

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

GREGORY C. HARRELL, CLERK

KATHY BRYANT, CHAIRMAN



MEETING REWARDS PROGRAM IN OCALA/MARION COUNTY

RULES AND REGULATIONS

The Ocala/Marion County Visitors and Convention Bureau (OMCVCB) provides a booking incentive program, which offers up to \$2,500 to organizations that book a meeting at an Ocala/Marion County facility or venue through the Ocala/Marion County Visitors and Convention Bureau.

TO QUALIFY FOR THE INCENTIVE, THE MEETING PLANNER MUST MEET ALL OF THE FOLLOWING:

1. The meeting planner must submit a hotel RFP with the Ocala/Marion County Visitors and Convention Bureau.
2. The meeting must be held at a facility or venue inside Marion County.
3. The meeting must pick-up a minimum of 50 rooms in Marion County.

***To qualify as a new meeting, the specific meeting must not have been held in Ocala/Marion County over the previous three consecutive years.**

***Meetings booked in January, February or March are not eligible for funding.**

INCENTIVES WILL BE EARNED ACCORDING TO THE FOLLOWING SCHEDULE:

Total Room Nights	New (April – December)	Repeat (April – December)
50-99	\$1,000	\$750
100-149	\$1,500	\$1,250
150-199	\$2,000	\$1,750
200 +	\$2,500	\$2,250

No substitutions for incentives will be allowed. The *Meeting Rewards Program in Ocala/Marion County* incentive cannot be combined with another Ocala/Marion County Visitors and Convention Bureau funding program.

PROCEDURES FOR OCALA/MARION COUNTY VISITORS AND CONVENTION BUREAU:

1. OMCVCB staff will accept and verify qualifications of the meeting planner's registration.
2. OMCVCB staff will determine eligibility for funding under this program using the guidelines established in this document.
3. An OMCVCB representative will contact the meeting planner and begin the RFP process.
4. Ocala/Marion County Visitors and Convention Bureau representative will send the RFP/lead to appropriate meeting properties, facilities, or venues, in a timely manner based on the needs expressed in the meeting planner's RFP, or specifics provided to the Ocala/Marion County Visitors and Convention Bureau representative.
5. When a booking is confirmed and contract agreed to between the proposed venue and the planner, the planner must notify the Ocala/Marion County Visitors and Convention Bureau.
6. Upon receipt of verification of the total room pick-up for the specified meeting from the contracted lodging properties, and verification that the meetings were held in Ocala/Marion County, Ocala/Marion County Visitors and Convention Bureau will remit payment per the incentive earned to the meeting entity.
7. OMCVCB staff will provide a quarterly update to the Tourist Development Council of events approved for funding and funds expended under this program.
8. OMCVCB staff will provide a quarterly update to the Marion County Board of County Commissioners submitted as a notation for record of events approved for funding and funds expended under this program.

PROCEDURES FOR INDUSTRY PARTNERS:

1. The venue(s) selected for the specific qualified meeting must notify Ocala/Marion County Visitors and Convention Bureau in writing when the meeting is contracted, confirming dates, anticipated total room pick-up and anticipated total attendees; a copy of the contract should accompany this notification.
2. Upon completion of the specified meeting, the lodging property, facility or venue must verify in writing to Ocala/Marion County Visitors and Convention Bureau the total room pick-up associated with the specified meeting; and additionally, verify that the meeting/s were held in Ocala/Marion County.
3. If attendees stay at more than one lodging property, the meeting planner or the participating properties must notify Ocala/Marion County Visitors and Convention Bureau in advance and the property/properties must agree to report the room nights booked for the qualified meeting.
4. Failure to provide the required notifications and reports will negate the meeting planner's right to receive the specified incentive.
5. Upon receipt of the room night verification, Ocala/Marion County Visitors and Convention Bureau will then pay to the company, association, or organization that held the meeting the promotional incentive earned.

GENERAL TERMS AND CONDITIONS:

1. The *Meeting Rewards Program in Ocala/Marion County* promotion can be discontinued any time without prior notice.
2. All meetings booked prior to the discontinuation date of the promotion will be fulfilled per the incentives schedule outlined above.
3. Meeting planner must qualify with Ocala/Marion County Visitors and Convention Bureau for each specific meeting prior to said meeting being contracted by the meeting property.
4. The resulting contract will be solely between the meeting planner and the meeting facility, with OMCVCB not serving as a contractual party in the event's preparation or execution.
5. For the purpose of this promotion, new meeting means that the specific meeting named in the registration has not been held in Ocala/Marion County during the previous three years.
6. For the purpose of this promotion, repeat meeting means that the specific meeting named in the registration has been held in Ocala/Marion County during the previous three consecutive years.
8. Ocala/Marion County Visitors and Convention Bureau will serve as a facilitator in providing this incentive and planners are required to obtain reports with room totals from the various accommodators to show total room pick-up amount.
9. Upon room night verification from the meeting property and the meeting planner, Ocala/Marion County Visitors and Convention Bureau will confirm the incentive earned, and that amount will be payable by the Ocala/Marion County Visitors and Convention Bureau to the business, association or organization which hosted the meeting.
10. All overnight accommodations used in association with the funded event must be appropriately registered with the Marion County Tax Collector's Office to collect applicable Tourist Development Taxes (TDT). Room nights will not qualify toward funding if the property is not compliant with TDT registration requirements or if the accommodations are not subject to TDT collection. Please refer to the following webpage (<https://www.mariontax.com/td-home>) and Appendix A for additional information about TDT and how to ensure compliance.
11. Ocala/Marion County Visitors and Convention Bureau Staff will have final determination as to any questions regarding qualifications of the meeting and the incentive amount to be awarded.
12. Liability: Ocala/Marion County Visitors and Convention Bureau, Marion County and its employees will not be held liable for any action of the meeting facilities or venues or the Meeting Planner. Further, Ocala/Marion County Visitors and Convention Bureau, Marion County and its employees will not be liable for an injury suffered by the result of the participation in the *Meet and Save in Ocala/Marion County* promotion.
13. Employees of Ocala/Marion County Visitors and Convention Bureau, Marion County, Florida, or marketing or advertising agencies or organizations associated directly with either entity are not eligible for this promotional incentive.

APPENDIX A



GEORGE ALBRIGHT, MARION COUNTY TAX COLLECTOR
TOURIST DEVELOPMENT
PO BOX 63
OCALA, FLORIDA 34478-0063

352-368-8209
352-368-8112

The Tourist Development Tax is a 4% charge on the revenue collected on the rental of any living quarters or accommodation in a hotel, apartment, motel, vessel, condominium, mobile home, time-share, cottage, or a single or multi-family dwelling that is rented for a period of six months or less.

Marion County does not have a contact with any of the rental platforms (Airbnb, VRBO, Home away, etc.), therefore it is the property owner's responsibility to pay the 4% Tourist Tax for Marion County.

Pursuant to Florida Statute 212.15(1) taxes are due the first day of the succeeding month and will be delinquent on the 21st of such month.

As the property owner it is your responsibility to pay your tourist tax each reporting period in a timely manner. If you have zero rentals you are responsible for filing a zero return each period you have no rentals.

A 10% penalty or a minimum late fee of \$50 and daily interest rate will be charged per reporting period for noncompliance.

Payments may be made online at <https://www.mariontax.com/TouristLogin.asp> or via mail.

Example of how to calculate the Tourist Development tax:		
1. Gross Rental Receipts	\$	Enter the total amount of rental for the reporting period.
2. Minus(-) Exempt Rental Receipts	\$	Enter any rental exempt from the Tourist Development Tax.
3. (=) Taxable Rental Receipts	\$	Enter amount of taxable rentals (Line 1 minus (-) Line 2).
4. Total Tax Collected 4%	\$	Enter the total of Tourist Tax collected with is 4% of Line 3.
5. Adjustments (if applicable)	\$	Enter any Over/Under Payments from previous reporting periods.
6. Total Tax Due	\$	Enter the total of Line 4, plus/minus (+/-) Line 5.
7. Minus(-) Collection Allowance	\$	Enter 2.5% of first \$1,200 of Line 6 if this return is filed within 20 days from the last of the reporting month, \$30 maximum.
8. Plus(+) Penalty	\$	If delinquent, enter 10% of the amount of Line 6 or \$50, whichever is greater.
9. Plus(+) Interest	\$	The interest rate is variable. You will need to contact our office at (352) 368-8209 for instructions.
10. (=) Total Amount Due	\$	Enter total due with return, add (+) Line 6, minus (-) Line 7, plus (+) Line 8, plus (+) Line 9.

Any question, please email tmccann@mariontax.com or call 352-368-8209.

Sincerely,
Tammy McCann
Deputy Tax Collector



Room Night Generating Events

Funding Program Guidelines & Application

The Ocala/Marion County Visitors and Convention Bureau (OMCVCB) recognizes events are a major contributor to the overall tourism economy. In order to develop event related tourism, the OMCVCB has put in place these Funding Program Guidelines for events seeking funding. This funding program is conducted in accordance with applicable federal, state and local policies. The Florida State Legislature enacted the Local Option Tourist Development Act (Section 125.0104, Florida Statutes) in response to the growing need of Florida counties to provide additional revenue sources for tourist development in an effort to stimulate the local economy. The Marion County Tourist Development Council (TDC) was created pursuant to Marion County Resolution 04-R-44, as a result of the 2004 passage of the 2% Tourist Development Tax (TDT) and subsequent passage of an additional 2% TDT in 2015, and operates in accordance with Florida State Statute 125.0104. The Tourist Development Tax Revenues are designated to promote Ocala/Marion County as a preferred visitor destination.

ROOM NIGHT GENERATING EVENT FUNDING CRITERIA - STATEMENT OF POLICIES

Funding will be provided as a reimbursement in direct correlation for room nights generated and approved eligible expenses. For each verified room night, a rebate will be eligible to the Event planner. The rebate schedule for the year will be as follows:

Quarter 1 (Q1): January – March - \$5 rebate per verified room night

Quarter 2 (Q2): April – June - \$10 rebate per verified room night

Quarter 3 (Q3): July – September - \$15 rebate per verified room night

Quarter 4 (Q4): October – December - \$10 rebate per verified room night

* The applicable rebate rate is determined based on the event dates, not the submission date of the funding application.

** If the event dates span two or more quarters, the rebate rate will be determined individually, using specific STR data to assess the timeframe and allocate the event to the appropriate quarter.

*** Requests for a higher amount will be evaluated on a case-by-case basis. For consideration, the applicant must have a contracted housing bureau ensuring a verifiable tracking method for ALL room nights associated with the event. This provision is not available for any events taking place in Q1 (Jan.-Mar.).

Any Event that estimates producing less than 250 verified room nights will not be eligible to apply. Additionally, reimbursement amounts will be capped at the figure requested on the application and approved by the Marion County Board of County Commissioners. No amounts will be increased retroactively. The maximum funding for any Event by this Program is not intended to exceed \$10,000 during Q1 and \$25,000 during Q2, Q3 and Q4.

APPLICATION DEADLINE AND GUIDELINES

Applicants seeking funding under this program will not be eligible to apply for funding through any other programs offered by the OMCVCB for the same room-generating event. Applications must be submitted to the OMCVCB no later than 120 days prior to the start date of the event. Completed applications will be date stamped and reviewed by the OMCVCB in the order received. If the event qualifies for room night generating funding, the funding request will be presented to the Tourist Development Council (TDC) for review. If recommended by the TDC, the funding request will be presented to the Marion County Board of County Commissioners (MCBCC) for final approval.

The application will be made available as an online fillable version or hard copy upon meeting with the OMCVCB staff. Applicants will be evaluated for funding eligibility based on a number of qualifying criteria such as anticipated number of room nights, estimated economic impact and marketing plan.

- A. Incomplete applications will not be considered. Not applicable or N/A must be marked if needed.
- B. Applicants must meet with a representative of the Ocala/Marion County Visitors and Convention Bureau (via phone or in person) prior to applying.
- C. A complete marketing plan must be included in the application which integrates the promotion of the event to out of county attendees to be considered.
- D. Only publicly accessible events are eligible for funding through this program. Events that require registration, membership or ticket purchases may still qualify. Only verified room nights for lodging and accommodations within Marion County are eligible for reimbursement. All lodging accommodations listed by an Applicant may be contacted to confirm the number of room nights generated for the Event.
- E. Only rooms subject to Tourist Development Tax shall be credited to reimbursable room nights i.e. rooms exempt from payment of tax or provided on a complementary basis shall be excluded from the final verified room night calculation.
- F. All overnight accommodations used in association with the funded event must be appropriately registered with the Marion County Tax Collector's Office to collect applicable Tourist Development Taxes (TDT). Room nights will not qualify toward funding if the property is not compliant with TDT registration requirements or if the accommodations are not subject to TDT collection. Please refer to the following webpage (<https://www.mariontax.com/td-home>) and Appendix A for additional information about TDT and how to ensure compliance.
- G. Expenditures will be eligible for reimbursement only if the expenses were incurred between the time the funding application was submitted and the end of the event. Proof of payment must be provided and may be submitted in the form of a vendor receipt, front and back copy of cleared check, cash receipt, or credit card statement. Written confirmation from a vendor that an expenditure has been paid in full will also be accepted.
- H. The OMCVCB may request a 'testimonial' for use on its website (ocalamarion.com) as a condition of reimbursement.
- I. If approved for funding, a camera-ready logo will be provided upon execution of the funding contract. Proofs of all marketing/promotional materials with the logo block must be submitted to marketing@marionfl.org prior to production.
- J. Applicant is to have a designated contact(s) (Designee) for the duration of the funding process. The Designee will be responsible for submitting all application documents as well as follow up documentation needed prior to and following the Event.

- K. Any funds granted will be subject to audit by the Marion County Clerk of the Court – Internal Auditor or other representative the County may designate. Any expenditure deemed ineligible as a result of an audit shall be repaid by Applicant to the OMCVCB within 30 days of written demand.
- L. Applicant must provide proof of insurance to County obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A- (A minus). A \$1,000,000 Commercial General Liability Insurance Policy is required for the Event along with “Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers” being named as an Additional Insured on the policy. The term of coverage must include not only all days of the Event, but set up days and take down days as well.
- M. Should an Applicant be approved for funding, Applicant will be required to execute its Event in full compliance with all applicable Federal, State and local laws and regulations. A successful Applicant will be required to expressly certify to this compliance in a written funding contract and to be responsible for such compliance by any subcontractor.
- N. Marion County cannot provide Applicant legal advice and it is strongly recommended that any Applicant consult its attorney before requesting funding.
- O. If approved for funding by the MCBCC, applicants will be required to sign a written funding contract outlining specific deliverables and additional terms of funding.

Applicants will be notified of the TDC meeting at which their application is scheduled for review and are required to attend either in person or virtually. However, applicants are not required to attend the MCBCC meeting where their application is scheduled for final review.

REIMBURSEMENT/ACCOUNTABILITY

Within 60 days after the completion of the Event, Applicant must submit:

1. Eligible reimbursable expenses (with proof of payment and copy of event collateral displaying approved OMCVCB logo block).
2. Invoice for TDC/BCC approved funds (addressed to Ocala Marion/County Visitors and Convention Bureau) and all supporting reimbursement documentation.
3. All hotel room nights generated by the event. This includes all staff, competitors, volunteers, spectators, officials, etc. that stayed in paid accommodations. Rooms nights must be verified directly by a lodging/accommodation site. If a complete and accurate reimbursement request is not submitted within 60 days following the completion of the event, the approved funds will be forfeited. A request for an extension of the 60-day deadline must be provided in writing to OMCVCB staff and may require addition action by the TDC, MCBCC, and/or County Attorney’s Office.

ELIGIBLE USE OF FUNDS

The following is a list of how Tourist Development Funds are to be used to promote tourism for Marion County.

1. Promotional/Marketing Expense - These expenses must include the OMCVCB logo or utilize the OMCVCB name.
 - a. Promotional expenses in conjunction with the room night generating Event to increase participation and bring out-of-county visitors that will stay in overnight accommodations and generate Tourist Development Tax within Ocala/Marion County as a result of the room night generating Event.
 - b. Advertising and publicity outside of the Marion County area to increase participation, attendance and awareness of the room night generating Event and generate hotel room nights:
 - Print
 - Radio
 - Online/Social Media Advertising
 - Television Advertisements
 - Outdoor Signage/Banners
 - Poster/Flyers/Brochures
 - Media Events
 - Direct Mail
 - Event Banners
 - Printing Collateral
 - Live-Streaming production expense of the Event
 - c. Artwork- Graphic Design – The OMCVCB logo block and name inclusive on all digital and printed material associated with the room night generating Event and listed as a sponsor of the room night generating Event including t-shirts, room night generating Event merchandise, and or give away items.
2. Operational Expense
Operational expenses are attributed purely to the development/production of the room night generating event that specifically targets and promotes out-of-county visitors to come to Marion County.
 - A. Sanction fee/ Rights holder fees
 - B. Rental fees for publicly-owned event venues/facilities.
 - C. Event specific rental items.
 - D. Room night generating Event related judges, officials, or umpires.
 - E. Additional necessary operational expenses, as approved per Florida State Statute 125.0104, and indicated in the final motion to approve funding.

INELIGIBLE USES OF FUNDS

FUNDS MAY NOT BE USED FOR:

1. Prize money, scholarships, awards, plaques, trophies, certificates;
2. Privately-owned event venues/facilities.
3. Marketing/Promotional materials that do not include the Ocala/Marion County Visitors and Convention Bureau logo block;
4. Any and all travel expenses. (includes, but is not limited to, car rental fees, airline tickets, hotels, food, luggage fees, etc.);
5. Private entertainment, food, beverages, or any type of concession;
6. Annual operating expenditures;
7. Legal, engineering, accounting, auditing, planning, feasibility studies or other consulting services;
8. Employee salaries;
9. Real property or capital improvements to facilities;
10. Tangible personal property including but not limited to items reusable outside of the Event operations such as clipboards, radios, office furnishings, or equipment;
11. Interest or reduction of deficits and loans;
12. Expenses incurred or committed outside the event period – which begins on the date the funding application is submitted and ends on the final day of the event.
13. Advertising and promotional materials distributed after the Event.
14. Receptions or social functions other than those specifically designed for pre-event media promotional purposes;
15. Sales tax;
16. Website design not specific to the room night generating Event;
17. Ongoing or annual facility maintenance;
18. Items required or services offered by the rented facility that are not expended or consumed by the Event.
19. The provision of regular or additional law enforcement protection at the Event.

RFP DISTRIBUTION AND ROOM NIGHT TRACKING

Room nights can be verified using the room night certification form, a room night pick-up report, a housing bureau pick-up report, or email correspondence from lodging providers. If the applicant intends to use an alternate form of verification, the OMCVCB must be notified in advance for approval of the proposed tracking method. A minimum of 250 room nights will need to be verified in order to be eligible to receive any funding.

For all Events that are funded by the OMCVCB, the following procedure must take place to secure hotel accommodations:

1. Applicant must include the OMCVCB logo block and link www.ocalamarion.com on the Event website.
2. If no host or overflow hotel has been identified, a hotel Request for Proposal (RFP) must be sent out via the OMCVCB office in order to secure hotel rooms for the Event.
3. If a host or overflow hotel has been identified, it must be disclosed in this application.
4. When the applicant has selected the participating hotel(s) from the RFP responses, Applicant must notify the OMCVCB. It is the responsibility of Applicant to establish a system with the hotel to track and document all Event related room nights.
5. The applicant may list any number of 'participating hotels' on the event website and may include any amount of information about these hotels, such as pictures, amenities, and other details, as long as the listed hotels are located in Marion County.
6. When using the Room Night Certification Form this form needs to be filled out and signed by an authorized representative of the lodging partner. An alternative verification method will be considered but the Certification Form is preferred. The Room Night Certification form will be provided to the applicant upon request.

Copies of the following items should be attached to your application:

- List of Applicant's current Officers and/or Board members (if available).
- Applicant's W-9 tax form for post-event reimbursement.
- Overall marketing plan for the room night generating Event.

APPENDIX A



GEORGE ALBRIGHT, MARION COUNTY TAX COLLECTOR
TOURIST DEVELOPMENT
PO BOX 63
OCALA, FLORIDA 34478-0063

352-368-8209
352-368-8112

The Tourist Development Tax is a 4% charge on the revenue collected on the rental of any living quarters or accommodation in a hotel, apartment, motel, vessel, condominium, mobile home, time-share, cottage, or a single or multi-family dwelling that is rented for a period of six months or less.

Marion County does not have a contact with any of the rental platforms (Airbnb, VRBO, Home away, etc.), therefore it is the property owner's responsibility to pay the 4% Tourist Tax for Marion County.

Pursuant to Florida Statute 212.15(1) taxes are due the first day of the succeeding month and will be delinquent on the 21st of such month.

As the property owner it is your responsibility to pay your tourist tax each reporting period in a timely manner. If you have zero rentals you are responsible for filing a zero return each period you have no rentals.

A 10% penalty or a minimum late fee of \$50 and daily interest rate will be charged per reporting period for noncompliance.

Payments may be made online at <https://www.mariontax.com/TouristLogin.asp> or via mail.

Example of how to calculate the Tourist Development tax:		
1. Gross Rental Receipts	\$	Enter the total amount of rental for the reporting period.
2. Minus(-) Exempt Rental Receipts	\$	Enter any rental exempt from the Tourist Development Tax.
3. (=) Taxable Rental Receipts	\$	Enter amount of taxable rentals (Line 1 minus (-) Line 2).
4. Total Tax Collected 4%	\$	Enter the total of Tourist Tax collected with is 4% of Line 3.
5. Adjustments (if applicable)	\$	Enter any Over/Under Payments from previous reporting periods.
6. Total Tax Due	\$	Enter the total of Line 4, plus/minus (+/-) Line 5.
7. Minus(-) Collection Allowance	\$	Enter 2.5% of first \$1,200 of Line 6 if this return is filed within 20 days from the last of the reporting month, \$30 maximum.
8. Plus(+) Penalty	\$	If delinquent, enter 10% of the amount of Line 6 or \$50, whichever is greater.
9. Plus(+) Interest	\$	The interest rate is variable. You will need to contact our office at (352) 368-8209 for instructions.
10. (=) Total Amount Due	\$	Enter total due with return, add (+) Line 6, minus (-) Line 7, plus (+) Line 8, plus (+) Line 9.

Any question, please email tmccann@mariontax.com or call 352-368-8209.

Sincerely,
Tammy McCann
Deputy Tax Collector

Event Bid Fee / Rights Fee Policy

Purpose: The purpose of this policy is to establish clear guidelines for evaluating and determining whether the Ocala/Marion County Visitors and Convention Bureau (OMCVCB) will consider a bid fee or rights fee to secure an event for the destination. The goal is to ensure that such decisions are made strategically, considering the potential economic impact, alignment with destination goals, and overall benefits to the community. Applicants seeking funding under this program must have an event scheduled to take place **April through December**. Events occurring outside of this timeframe may be eligible for funding through one of the other programs offered by the OMCVCB and should apply accordingly. All previous funding, acquired through various means in Marion County or beyond, will be evaluated alongside the bid fee request. This comprehensive review **will optimize the funding method to ensure the greatest possible future impact. All overnight accommodations used in association with the funded event must be appropriately registered with the Marion County Tax Collector's Office to collect applicable Tourist Development Taxes (TDT). Room nights will not qualify toward funding if the property is not compliant with TDT registration requirements or if the accommodations are not subject to TDT collection. Please refer to the following webpage (<https://www.mariontax.com/td-home>) and Appendix A for additional information about TDT and how to ensure compliance.**

Approval Process: Requests for bid fees or rights fees must be reviewed by the OMCVCB sales team and would require recommendation by the Tourist Development Council to the Marion County Board of County Commissioners for approval in accordance with applicable federal, state, and local policies, as specified under Florida State Statute 125.0104..

Assessment Criteria: The OMCVCB will consider a bid or rights fee only if the event meets a **majority** of the following criteria:

1. **Economic Impact:** The event is expected to generate significant tourism revenue for the local economy mainly through hotel stays but also dining, shopping, entertainment, etc. Bid fees will be considered when the projected economic impact combined with the media value produce a return on investment (ROI) favorable for Marion County.
2. **Strategic/Brand Alignment:** Some events align strongly with the destination's tourism goals, whether by attracting a key demographic, building on a destination's strengths (e.g., sports, culture), or supporting a broader marketing campaign. In such cases, paying a fee can enhance the brand, reputation, and visibility of the destination to key target audiences.
3. **Seasonality:** The event helps address seasonal demand by attracting visitors during off-peak periods or fills gaps in the destination's calendar. Events scheduled during off-peak tourism seasons or need periods may qualify for bid fee support if they help fill occupancy gaps and stimulate local business during slow periods.
4. **Marketing and Media Value:** In cases where an event provides significant media exposure—such as being broadcast nationally or internationally and/or livestreamed online—the value of the marketing exposure may justify the fee, particularly if it is difficult to quantify through direct economic impact alone.
5. **Legacy Impact:** The event is likely to create long-term benefits for the community, including increased interest in repeat visitation, development of local sports or cultural programs, or infrastructure

improvements. The OMCVCB may be more inclined to pay a bid fee for events that have the potential to return on an annual basis, creating a sustainable economic benefit for multiple years.

Application Guidelines – No formal written application is required.

- A Bid Packet detailing the event must be submitted for consideration.
- OR**
- **If a Bid Packet does not exist, events interested in pursuing a Bid Fee from the OMCVCB must submit a letter of intent.**
- The Letter of Intent should:
 - Briefly describe the project/event and how it meets the criteria described above.
 - Describe your organization and the purpose for which funding is being sought.
 - Demonstrate the applicant's ability to carry out the programming/project during the funding period may include: event production experience, volunteers involved, in-kind support and sponsor/community support
 - Include the requested bid fee amount.

APPENDIX A



GEORGE ALBRIGHT, MARION COUNTY TAX COLLECTOR
TOURIST DEVELOPMENT
PO BOX 63
OCALA, FLORIDA 34478-0063

352-368-8209
352-368-8112

The Tourist Development Tax is a 4% charge on the revenue collected on the rental of any living quarters or accommodation in a hotel, apartment, motel, vessel, condominium, mobile home, time-share, cottage, or a single or multi-family dwelling that is rented for a period of six months or less.

Marion County does not have a contact with any of the rental platforms (Airbnb, VRBO, Home away, etc.), therefore it is the property owner's responsibility to pay the 4% Tourist Tax for Marion County.

Pursuant to Florida Statute 212.15(1) taxes are due the first day of the succeeding month and will be delinquent on the 21st of such month.

As the property owner it is your responsibility to pay your tourist tax each reporting period in a timely manner. If you have zero rentals you are responsible for filing a zero return each period you have no rentals.

A 10% penalty or a minimum late fee of \$50 and daily interest rate will be charged per reporting period for noncompliance.

Payments may be made online at <https://www.mariontax.com/TouristLogin.asp> or via mail.

Example of how to calculate the Tourist Development tax:		
1. Gross Rental Receipts	\$	Enter the total amount of rental for the reporting period.
2. Minus(-) Exempt Rental Receipts	\$	Enter any rental exempt from the Tourist Development Tax.
3. (=) Taxable Rental Receipts	\$	Enter amount of taxable rentals (Line 1 minus (-) Line 2).
4. Total Tax Collected 4%	\$	Enter the total of Tourist Tax collected with is 4% of Line 3.
5. Adjustments (if applicable)	\$	Enter any Over/Under Payments from previous reporting periods.
6. Total Tax Due	\$	Enter the total of Line 4, plus/minus (+/-) Line 5.
7. Minus(-) Collection Allowance	\$	Enter 2.5% of first \$1,200 of Line 6 if this return is filed within 20 days from the last of the reporting month, \$30 maximum.
8. Plus(+) Penalty	\$	If delinquent, enter 10% of the amount of Line 6 or \$50, whichever is greater.
9. Plus(+) Interest	\$	The interest rate is variable. You will need to contact our office at (352) 368-8209 for instructions.
10. (=) Total Amount Due	\$	Enter total due with return, add (+) Line 6, minus (-) Line 7, plus (+) Line 8, plus (+) Line 9.

Any question, please email tmccann@mariontax.com or call 352-368-8209.

Sincerely,
Tammy McCann
Deputy Tax Collector



Marketing Assistance Funding Program Guidelines

General instructions:

Requesting agencies must attend one of the application workshops, review the attached guidelines and submit the application and all supporting information electronically by the deadline.

- [Click here](#) to register for an application workshop.
- [Click here](#) to access the application.

Fiscal Year 2025/2026 Application Timeline:

June 18, 2025	VCB Marketing Assistance Application Opens
July 7, 2025 10-11:30	Marketing Assistance Funding Program Application Workshop 1
July 16, 2025 1-2:30	Marketing Assistance Funding Program Application Workshop 2
July 22, 2025 1-2:30	Marketing Assistance Funding Program Application Workshop 3
August 1, 2025	Deadline for Application submittal
August 4-12, 2025	OMCVCB Review Period
August 20, 2025	TDC formalizes funding recommendations at their regular meeting
September, 2025	BCC budget approval
October 1, 2025	Notification of funding results
November 14, 2025	LAST DAY TO SUBMIT NOTARIZED CONTRACT FOR BCC APPROVAL
March 2, 2026	All marketing must be approved and deployed
September 30, 2026	Reimbursement documentation must be submitted to OMCVCB

Funding Limit: Eligible organizations may request a maximum of \$5,000, unless they are the secondary applicant utilizing a DBA/same FEIN of the primary applicant, whereby their eligibility will be limited to a maximum of \$2,500.*

* If a tourism business has multiple sub-businesses which share a FEIN, they can submit an application for funding of up to \$5,000 for their primary eligible business and an application for funding of up to \$2,500 for a singular, eligible secondary business.



Marketing Assistance Funding Program Guidelines

The Ocala/Marion County Visitors & Convention Bureau (OMCVCB) accepts, reviews and processes funding requests from tourism-related, Marion County-based organizations on behalf of the Tourist Development Council (as qualified per Florida State Statute 125.0104).

Goals of the Program

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. The goals of the program are to 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.

The Marketing Assistance Program is meant to assist site-based businesses such as attractions, outfitters and restaurants or relating to art, heritage/history and culture, that provide service to visitors beyond events, and by the nature of their existence, attract visitation to the region or offer reasons for visitors to extend their stay in the destination.

OMCVCB partners funded through this program are expected to:

- Assume a leadership and advocacy role in the community to advance tourism.
- Enhance the visitor experience and encourage repeat visitations through promotions and dissemination of information regarding tourism offerings available in Marion County.
- Participate in cooperative promotional efforts with the Ocala/Marion County VCB, where applicable.

To be eligible for this program, an organization must meet the following minimum criteria:

1. The organization must be a business that provides services to visitors which either attract visitation to Marion County or offer reasons for visitors to extend their stay in Marion County.
2. The organization must be authorized to transact business in the State of Florida in accordance with Florida law.
3. The organization must provide a current IRS form W-9.
4. The tourism-based organization's facilities, programs or services must be available to visitors throughout the year. While an organization's major program(s) or service(s) may occur primarily during a specific time of year, other services and programming should occur and benefit visitors throughout the remainder of the year.
5. The organization must have a dedicated administrator responsible for managing the organization.
6. It is the responsibility of the applicant to show proof of eligibility. Applications should also show how the organization brings visitors to Marion County throughout the year. Organizations must be able to show results of program dollars spent (e.g. Increased out-of-town visitation, increased website traffic, etc.) with specific data.



Marketing Assistance Funding Program Guidelines

Additional information:

1. A Letter of Intent must be submitted by the applicant outlining the following:
 - Description of the tourism-based business
 - Description of the year-round experiences offered to visitors
 - Description of your current marketing strategies and out-of-county reach
 - What you hope to gain through participation in the program
 - How increased out-of-county visitation could positively impact your business
2. If an effort to be fair and equitable to all Marion County tourism-based businesses, the OMCVCB requires any partner who has received five (5) years of funding (consecutive or non-consecutive), to defer participation in the program for two funding cycles. Once the two-year deferment has been satisfied, the partner is eligible to re-apply for funding.
3. An approved funding partner may apply for reimbursement of their eligible expenses as follows:
 - Year 1: 100% of the verified eligible expenses up to \$5,000 for the primary business and \$2,500 for an eligible secondary business
 - Year 2: 100% of the verified eligible expenses up to \$5,000 for the primary business and \$2,500 for an eligible secondary business
 - Year 3: 80% of the verified eligible expenses up to \$5,000 for the primary business and \$2,500 for an eligible secondary business
 - Year 4: 80% of the verified eligible expenses up to \$5,000 for the primary business and \$2,500 for an eligible secondary business
 - Year 5: 80% of the verified eligible expenses up to \$5,000 for the primary business and \$2,500 for an eligible secondary business
4. Partners funded through this program will be required to outline, specifically, how funds will be spent before the beginning of the Fiscal Year in which funds are awarded.
5. Change requests regarding usage of funds require prior approval and should be made in writing to the OMCVCB Tourism Development Manager.
6. Partners will be required to submit a detailed final report, including specific information about marketing placements (inclusive of the OMCVCB logo) and results, additional dollars spent, copies of invoices, and proof of payment.
7. Partners will be required to provide specific information about how out-of-county visitation data is collected. Partners may use admission, ticket sales, etc. to track visitation, and will be expected to allow a representative from the OMCVCB's research firm to have access to survey a sample of visitors as mutually agreed upon by the OMCVCB, the Partner, and OMCVCB's research firm. This can be done via brief on-site interviews, email or website questionnaires post-event.
8. Funds may be used solely as reimbursement for marketing projects intended specifically to



Marketing Assistance Funding Program Guidelines

bring visitors from out-of-county (Eligible Use of Funds). Any use of funds for items not listed or approved will result in reimbursement for those items being denied. Failure to comply with the required grant reporting will impact future funding decisions and allocations.

9. Funding is to be expended only within the timeframe outlined as part of the approval and within the cycle for which it was approved.
10. All project printed and digital materials, signage or advertising must contain the appropriate logo, with the words, "Funding provided by Ocala/Marion County Visitors and Convention Bureau."
11. Applicants are encouraged to have marketing plans reviewed by the VCB marketing staff prior to submitting them.
12. Funded organization must agree to partner with and/or provide access to the OMCVCB research partners to conduct on-site or email surveys/data collection.
13. Funded organization must list/announce OMCVCB as sponsor (if applicable).
14. To be considered for funding through the TDC, applicants must attend the Marketing Assistance Funding Program Application Workshop prior to submitting application. If the applicant cannot attend one of the Marketing Assistance Funding Program Application Workshop sessions, the OMCVCB staff will make efforts to accommodate a virtual option, if feasible.
15. Funded organizations must have a listing on the Ocala/Marion County Visitors and Convention Bureau website (ocalamarion.com). If the organization is not on the website, applicants must advise the OMCVCB staff as part of the application process to ensure this requirement is met prior to funding approval.
16. A current signed IRS form W-9 must accompany the application when submitted to the OMCVCB for consideration. A Substitute Form W-9 and/or a Tax-Exempt approval letter will not replace the requirement for a signed W-9.
17. 18. The tourism partner must select their marketing tactics during the application process. Once the application is signed by the partner and submitted to the OMCVCB, the selection(s) cannot be modified.
19. **A fully executed contract must be submitted to the OMCVCB within 45-days of the program start date (October 1).**
20. Applicant's organization will be required to add Marion County Board of County Commissioners and its employees as an additional insured to their General Liability policy. A Certificate of Insurance with Marion County listed as an additional insured must be submitted to OMCVCB two weeks (14 days) after the Marion County contract for funding is approved by the Board of County Commissioners. Failure to provide the Certificate of Insurance to the OMCVCB within the timeframe denoted will result in voluntary dismissal from the program. If a partner is unable to provide the required documentation in the timeframe allotted, the partner must communicate the reason for delay in writing to the OMCVCB prior to the deadline. The OMCVCB reserves the right to grant or deny an extension to the deadline. (Insurance is an absolute requirement. No other insurance policies will be considered as a substitute for the General



Marketing Assistance Funding Program Guidelines

Liability policy.)

21. Marketing efforts must be approved and begin within three(3) months of the contract's execution. Failure to comply with this timeframe will result in voluntary dismissal from the program.

Eligible and Ineligible use of funds:

Funds MAY only be used for...

- The design, production and placement of print, television, radio, and billboard ads.
- The design and production of travel guides, attraction maps, rack cards, and direct mailers.
- Digital marketing efforts such as online advertising, social media campaigns, search engine optimization, and e-mail marketing.
- The design and construction of a new website or enhancements to an existing website.
Note: See below regarding Website hosting fees.
- Photography and video projects that support an approved marketing campaign.

Funds MAY NOT be used for...

- Capital investments, asset development, or product enhancement
- Salary support, personnel
- Strategic plan development
- Lobbying
- Public Relations/press releases
- Tradeshow registration fees, booth rentals/educational conferences, membership dues
- Travel costs (food, lodging, entertainment)
- Database development
- Market research to identify target markets
- Facility rental/insurance
- Purchase or rental of equipment or supplies
- Food or alcoholic beverages
- Items for resale and promotion items
- Operating costs (including web hosting and domain registration)



Arts and Cultural Destination Enhancement Funding Program

The Ocala/Marion County Visitors & Convention Bureau (OMCVCB) accepts, reviews and processes funding requests from tourism-related, Marion County-based organizations on behalf of the Tourist Development Council (as qualified per Florida State Statute 125.0104).

Goals of the Program

The Arts and Cultural Destination Enhancement Funding Program is a multi-faceted approach to enhancing the tourism product within Ocala/Marion County. Its primary purpose is designed to support and enhance Marion County as a culturally engaging and vibrant destination. With that in mind, the Marion County Board of County Commissioners has allocated a portion of the Tourist Development Tax revenue to aid in the programming and promotions of arts, cultural, history, heritage and nature experiences that, as one of their main purposes, attract tourists, as evidenced by the promotion of the experience to tourists.

The Arts and Cultural Destination Enhancement Funding Program is open for applications on an annual basis to organizations/programs which promote Ocala/Marion County's appeal as a tourist destination by sponsoring tourist-oriented cultural programming and special events (visual and performing arts, including theater, concerts, recitals, opera, dance, art exhibitions, and festivals). The OMCVCB's objective in funding events is to position Marion County as a must-experience destination through quality events and projects that attract tourists from outside of Marion County into the area; have a strong cultural component; encourage overnight stays in Marion County motels, hotels, RV parks/campgrounds, and/or short-term rentals; and perpetuate an environment for growth in the tourism industry in Marion County.

The OMCVCB administers the funds collected from the tourist development tax on transient lodging sales and designates it to promote Marion County as a preferred visitor destination. Ideally the funds allocated by the TDC will eventually be returned through an increase in transient lodging sales and the tourist development tax generated from those sales. Events funded through this program must demonstrate the intent and ability to attract out-of-county visitors to Marion County. The TDC investments are focused on further developing exemplary existing programs and stimulating new activities. Applicants not meeting these criteria should consider applications to other programs.

Additionally, this program is designed to create a portfolio of activities which:

Attract Visitors During Year-Round or Non-Peak Periods:

Priority consideration will be given to Proposals for programming that is year-round. Events and programming will be evaluated based on their timing to be held when tourism is relatively slow. Generally speaking, months of January, February and March are peak for tourism. -Therefore, events or programming during this timeframe will not be considered within this program.

Encourage Increased Visitor Spending:

Visitor spending supports jobs and generates tax revenues. Events should stimulate additional economic activity rather than displace normal expenditure patterns.

Reinforce Existing Positive Images:

Programs and events which set Ocala/Marion County apart from other destinations by focusing attention on the area's unique tourism offerings and marketing the destination. Applicants should focus funding requests on programs and events that are not typically available in a visitor's home community and



Arts and Cultural Destination Enhancement Funding Program

therefore establish a reason to visit Ocala/Marion County.

Provide Added Value to the Ocala/Marion County Visitor Experience:

Value can be defined in two ways. Events may provide “emotional value” by exceeding the anticipated satisfaction level of visitors. Events can also provide “financial value” by providing no-cost or low-cost activities of interest to visitors during otherwise slow times.

Events, performances or programs must be promoted to the public and should not be unreasonably restrictive through admittance fees, public access or crowd capacity, which limits participation by visitors. One of the main purposes of the events must be to attract overnight visitors to Ocala/Marion County.

To be eligible to apply, an organization must:

- Be active and in good standing with regard to its registration status with the Florida Division of Corporations pursuant to Chapter 617, Florida Statutes;
- Have both a strong tourism and cultural component as depicted in the Letter of Intent and Proposal;
- Ensure that projects are open and accessible to Ocala/Marion County tourists and residents; utilize hotels located within the boundaries of Ocala/Marion County as their “event hotels;” and be in full compliance with funding agreement requirements of any previous program funds provided through the Tourist Development Council or other Ocala/Marion County funding sources, including timely and satisfactory submission of all reports.

The Arts and Cultural Destination Enhancement Funding Program is being implemented to create more economic prosperity for Marion County. The events and programs supported by this funding mechanism through Tourist Development Tax (TDT) will be expected to generate economic impact, both directly and indirectly, and will be challenged to compete and deliver high brand recognition for Ocala/Marion County.

The Arts and Cultural Destination Enhancement Funding Program supports the Marion County Board of County Commissioners’ (MCBCC) philosophical position that the OMCVCB role of out-of-area marketing is the priority for TDT funding. Also, TDT funding of special events and ongoing programs generally should be provided only on a limited term basis, as “seed funding”, not as a perpetual revenue source. This is to encourage organizations to develop their programs in ways that help them become self-sufficient regarding their promotional expenses. In doing so, funding is made available to assist other events and organizations, thereby enhancing the overall tourism product.

To request support from the Arts and Cultural Destination Enhancement Funding Program, an organization (Applicant) must prepare and apply as part of the competitive annual award cycle. To ensure proper budgeting procedures, the TDC will receive and review submitted applications on an annual basis.

The TDC will then determine the recommended contract award dollar amount and forward that recommendation to the Marion County Board of County Commissioners for approval.

LETTER OF INTENT

Applicants must submit a “Letter of Intent” to the OMCVCB no later than **October 1st**. **If October 1st falls on a weekend, the Letter of Intent must be provided no later than the last business day preceding October 1st.** The Letter of Intent should:

- Briefly describe the project/event and how it meets the criteria described above.

Arts and Cultural Destination Enhancement Funding Program

- Describe your organization (please include the size of your operating budget), and the purpose for which funding is being sought.
- Demonstrate the applicant's ability to carry out the programming/project during the funding period (may include: event production experience, volunteers involved, in-kind support and sponsor/community support)
- Include the total project costs and the requested grant amount.
 - If a standard sponsorship proposal exists, please submit it with the Letter of Intent.

The OMCVCB will notify you by email as to whether or not a full proposal will be invited for consideration. OMCVCB staff will conduct a "technical review" to determine if the proposed program or event meets the overall goals and requirements of the Arts and Cultural Destination Enhancement Funding Program.

Proposals that are determined not to achieve these standards will be rejected as part of the Arts and Cultural Destination Enhancement Funding Program, but may still be applicable for other funding opportunities that will be outlined to applicants based upon individual criteria requirements for OMCVCB programs.

New/Repeat Events

For the purpose of OMCVCB funding programs, a new event is defined as a specific event named in the application that has not been held in Ocala/Marion County during the previous two consecutive years and a repeat event is defined as a specific event named in the application that has been held in Ocala/Marion County at some point during the previous two consecutive years.

The criteria for the recurring funding of events are, as follows:

New Events: (First- and second-year events) These events will be eligible for the maximum amount of funding associated with the corresponding funding scale.

Repeat Events: (Repeat events with a continuous 3-5 funding year history) These events/programs will be eligible for 80% of the amount of funding associated with the corresponding funding scale. **Partners who have received five (5) years of funding (consecutive or non-consecutive) must defer participation in the program for two funding cycles (once the two-year deferment has been satisfied, the partner is eligible to re-apply for funding)**

PROGRAM OVERVIEW

The number and amount of each award will be dependent upon the availability of funds and specific allocations associated within the annual Tourist Development budget. The maximum award will be no more than 10% of the allocated budget for the Arts and Cultural Destination Enhancement Funding Program, based on available revenue. FY 25-26 budget will be \$100,000 – but this number may change in subsequent years.

EXAMPLE: 10% of \$100,000 is \$10,000 – therefore \$10,000 is the maximum amount that will be eligible for an individual request.

Awards will be funded on a sliding scale reflective of the point values outlined in the section titled Arts and Cultural Destination Enhancement Funding Program Application. For example, if Applicant requests \$10,000 and scores 45 (averaged) out of 100 points, the VCB staff will recommend the Applicant receive a maximum funding amount of \$4,500 (45% of \$10,000).

EVALUATION METRICS

Annual applications will be evaluated on these metrics:

- Total visitation (see Proposal's quantifiable / measurable data requirements per Section III);

Arts and Cultural Destination Enhancement Funding Program

- Generation of incremental economic activity;
- Marketing exposure for Ocala/Marion County and the Event/Project;
- Event/Project site must be located in Marion County;
- Applicant must be based in Marion County (as confirmed on W-9); and,
- Narrative on how quality will be delivered (i.e. production values - presented, performed, exhibited, etc.)
- Examples of eligible exposure:
 - Marketing mediums such as:
 - Newspapers;
 - Mass audience magazines;
 - Social media;
 - Travel journals;
 - Trade magazines;
 - Radio;
 - Television;
 - Website;
 - Visit Florida advertising or promotional co-op opportunity;
 - Other opportunities deemed in accordance with F.S.S 125.0104.

Matching Funds

Regardless of the funding amount approved for the Event/Project, the reimbursement will not exceed Applicant's documented expenditures. Applicant is required to provide matching amounts from other sources (either in-kind or monetary) equivalent to 50% of the award amount. In-kind services are defined as goods or services provided to the Event/Project for which Applicant would normally have to pay. The value of the match should be based on the difference between what Applicant would normally have to pay for the goods or services, and what Applicant actually has to pay. Documentation of the value will be required from the contributing entity. Applicant is encouraged to list in-kind donations as demonstration of additional community support.

TDC funds allocated to an Applicant cannot be used as matching funds for another Applicant's project or as matching funds for any other Marion County program.

Applicant may not receive funding from more than one TDC program for the same Event/Project in the same fiscal year.

REVIEW PROCESS

A Rank and Review Committee consisting of four (4) members, each from the following Marion County Departments: Tourist Development, Parks and Recreation and Library will be appointed by the County Administrator. Additionally, the Executive Director of the Marion Cultural Alliance (MCA), the designated Local Arts Agency for Marion County will also serve on the Committee. If the Executive Director of the MCA is not available, the County Administrator may approve a designee. This Rank and Review Committee will review and score each proposal.

Tourist Development Tax funds are intended to supplement, not replace, Applicant's Event/Project budget. Applicant must recognize that every application will not be fully funded (or funded in full). This is a highly



Arts and Cultural Destination Enhancement Funding Program

competitive process and there are limited funds available, therefore applications will be reviewed and scored on specific criteria.

Applicants must notify the OMCVCB and TDC of any changes (i.e. date, venue, event content etc.) to their Event/Project plans in writing at least **90 days prior** to the Event/Project start date. Failure to do this can result in termination of the contract and jeopardize future funding. This is necessary to properly promote programs through various marketing platforms and the OMCVCB website www.ocalamarion.com. The TDC/MCBCC will vote to determine if the requested changes are acceptable and whether to maintain or adjust funding accordingly.

All information provided to the TDC in conjunction with the Arts and Cultural Destination Enhancement Funding Program will become a matter of public record, except for information exempt pursuant to Section 125.0104 (9)(d)(2), Florida Statutes.

PROPOSAL REQUIREMENTS (Proposals are to be independently written documents provided by the program/event organizer requesting funding). These proposals should include the following five (5) sections, as well as, any attachments outlined within the requirements:

SECTION I. Program Event Summary, Organizational Information and Program Management.

This Section will be worth up to 10 points

This section must contain a Program/Event Summary, as well as, organizational information including: Mission Statement, Economic Impact Information, Financial Request, Financial History of the event (up to three years if applicable), Board of Directors (if applicable) and Authorized Official Signature Page.

SECTION II. Narrative Statement of Program /Event.

This section will be worth up to 35 points

This section will contain information on the nature of the program and/or event (festival, concert, exhibition, etc.), examples of past programs/events conducted by the applicant, and other information to inform the TDC why this program and/or event should be supported through a funding grant.

Be sure to describe the event(s) in sufficient detail to include dates, schedules, venues, and special features. Remember that **Proposals will be judged heavily on this content.**

SECTION III. Tourism Generation/Marketing Plan.

This section will be worth up to 35 points

In this section, Proposals will contain information on why/how the proposed events/activities attract tourists, time of year events are scheduled, marketing and advertising plan that targets tourists (including marketing distribution and impressions), RFP for distribution to lodging industry partners, specific measurable objectives on tourist attraction such as gross attendance and overnight stays, demographic and geographic objectives, methodology on how objectives will be measured, and evaluation criteria. The proposed marketing plan should contain detailed description(s) and itemized costs of "Out-of-County" marketing including media placement in specific markets (electronic and print advertising), public relations (non-paid media such as press releases), additional promotional materials, print and collateral distribution and targeting, signage and way finding. Creative approaches in programming and marketing are encouraged. The proposed plan could include key performance indicators, as well as reporting that showcases the reach for the Arts and Cultural Destination Enhancement Funding Program Event/Program, while including the OMCVCB/MCBCC logo block in each of its marketing platforms, coupled with a significant integrated marketing spend. All creative elements must be pre-approved. This marketing plan is for application review



Arts and Cultural Destination Enhancement Funding Program

purposes only and does not constitute approval of those elements.

Florida State Statutes Section 125.0104 requires “evidence” that tax revenues expended on art/cultural destination promotions reflect quantifiable/measurable data that the tourist who participates in the activity is from “outside the county of his or her permanent residence.” The Proposal needs to objectively demonstrate what portion of the applicant’s patrons are tourists that come to enjoy the applicant’s cultural events from outside of Marion County.

The OMCVCB reserves the right to approve any additional sponsors that will share in media exposure to ensure brand integrity.

SECTION IV. Sustainability and Growth Potential.

This section will be worth up to 10 points

Include detailed information outlining the event’s/program’s community support. Also, provide information outlining a plan to grow the event/program and subsequently, attract additional visitors in future years.

SECTION V. Provide a detailed Proposal Budget.

This section will be worth up to 10 points

Failure to provide a detailed budget will result in the Proposal being removed from Arts and Cultural Destination Enhancement Funding Program consideration.

Include event-specific income and expense information with a clear indication of where matching funds are coming from.

The TDC reserves the right to negotiate with organizations or make funding amounts contingent upon issues relative to event scheduling. If your events dates are changed after you have submitted your signed Agreement, your award will be automatically terminated unless you have notified the OMCVCB and MCBCC/TDC 90 days in advance of the program/event and received written permission prior to announcing the new date.

Applicant requesting funding is required to attend in person and must offer a three (3) minute “update” at the assigned TDC meeting in which the application will be voted upon. ***Failure of an Event/Project representative to attend the specified TDC meeting will result in the application being removed from consideration.***

MEETING REQUIREMENTS

All recipients of Arts and Cultural Destination Enhancement Funding Program funding are required to meet at least twice per year (in person or via teleconference) with representatives from the Ocala/Marion County VCB to review marketing plans and coordinate marketing efforts. As part of the cooperative marketing efforts, the event planner must provide 20 tickets (or other negotiated amount) to the OMCVCB to be used for promotional purposes.

Miscellaneous Submission Directions

Upon acceptance of your Letter of Intent, one printed hard copy of the Proposal as well as Arts and Cultural Destination Enhancement Funding Program Application Summary containing original signature(s) of the Authorizing Official(s) must be submitted (via mail to 109 W Silver Springs BLVD Ocala, FL 34475) or hand delivery) to the OMCVCB prior to applications being forwarded to the Rank and Review Committee. EARLY SUBMISSIONS ARE HIGHLY ENCOURAGED. The OMCVCB will conduct a “technical review” of Proposals and notify organizations of deficiencies. Applicants will be notified of any deficiencies and will have 72 hours to



Arts and Cultural Destination Enhancement Funding Program

correct the deficiencies. Applications will only be given **one** technical review. The technical review only includes required forms and documents. The technical review will not correct math or typographical errors in the Proposal.

The OMCVCB cannot assure any applicant their Proposal will be funded. After the technical review period, 15 hard copies of the Proposal and Arts and Cultural Destination Enhancement Funding Program Application Summary must be delivered to the OMCVCB (via mail to 109 W Silver Springs BLVD Ocala, FL 34475 or hand delivery) to be distributed to the Rank and Review Committee for their review and scoring.

CONTRACT PARAMETERS

All contracts are for one year. No contracts are guaranteed to be renewed. The County fiscal year begins October 1st of each year and runs through September 30th of the following year.

Contract Reporting Requirements

Once the TDC award recommendations have been reviewed and subsequently approved by the Board of County Commissioners, all contracts will be issued by and returned to the OMCVCB office. Final Reports and all reimbursement requests are to be submitted to the OMCVCB office.

A final report must be submitted with reimbursement requests within 60 days after the program/event concludes.

Included in the Final Report must be a documented assessment of results measured against the program goals listed as well as the applicant's program and event attendance inclusive of tourism projections as stated in the Proposal.

Any funded event or activity that fails to file reports required in the application will not be eligible for TDC funding during the next funding period. An applicant may choose to withdraw from the program without penalty, however, **under no circumstances will reimbursement payment be made for an event with reports outstanding.**

Eligible Use of Funds:

Funds MAY be used for:

1. Promotional Expense
 - a. Promotional expenses in conjunction with the event to increase participation and bring visitors outside of Marion County to the event.
 - b. Advertising and publicity outside of the Marion County area to increase participation, attendance and awareness of the event and generate hotel room nights. Eligible forms of media include
 - i. Print
 - ii. Radio
 - iii. Online Media
 - iv. Television Advertisements
 - v. Outdoor Signage/Banners
 - vi. Poster/Flyers/Brochures
 - vii. Artwork/Graphic Design
 - viii. Media Events

Arts and Cultural Destination Enhancement Funding Program

- ix. Direct Mail/Event Banners
 - x. Printing Collateral
 - c. OMCVCB logo block and name inclusive on all digital and printed material associated with the event and listed as a sponsor of the event including t-shirts, event merchandise, and or give away items.
2. Operational Expense
- a. Operational expenses are only allowable when they logically and defensibly can be attributed purely to the development/production of the event that specifically targets and promotes out-of-town visitors to come to Marion County. These are reviewed and approved on a case-by-case basis in coordination with the County Attorney's office.

Record Keeping and Audit

Funding recipients agree to allow OMCVCB staff access to their program or event for the purpose of determining economic impact and return on investment. If tickets are required for the program or event, the funding recipient is required to collect either a street address or email address along with the purchaser's name for the purpose of surveying the purchaser about attendance at the program or event. Recipients must cooperate with the OMCVCB staff and/or contractors in providing email addresses of ticket buyers and vendors for the purpose of surveying.

Upon approval of funds, the applicant must provide media passes for use by OMCVCB staff to attend and cover the event for marketing and public relations purposes.

All contracts are subject to programmatic and financial audit by the Marion County Clerk of the Court – Internal Auditor or other County staff or authorized personnel. All programmatic and financial documents that are part of the contract are subject to county inspection and made public record.

Recipients must acknowledge funding by the OMCVCB in all advertising and publicity for the event or program. That can be achieved in the following ways:

- Recognition of the OMCVCB must be included where appropriate on all printed material as well as the organization's website and referred to in public relations activities. A camera-ready logo will be provided. All printed materials with the logo block must be presented with the reimbursement request.

The TDC reserves the right to request additional information beyond that requested in the funding application/guidelines.

REIMBURSEMENT

Funding shall be provided as reimbursement for approved actual expenditures upon completion of the Event/Program. Proof of payment must be provided. Proof of payment may be submitted in the form of a "paid" vendor credit card receipt or a check. If a check is used, a copy of both the front and back of cleared check must be provided. Written confirmation from vendor that expenditure has been paid in full is necessary if only a copy of the front of the cleared check is provided. Requests for reimbursement must be signed by Applicant's authorized agent.

- Partners will be required to submit a detailed final report, including specific information about marketing placements (inclusive of the OMCVCB logo) and results, additional dollars spent, copies of invoices, and proof of payment.

Arts and Cultural Destination Enhancement Funding Program

- Partners will be required to provide specific information about how out-of-county visitation data is collected. Partners may use admission, ticket sales, etc. to track visitation, and will be expected to allow a representative from the OMCVCB's research firm to have access to survey a sample of visitors as mutually agreed upon by the OMCVCB, the Partner, and OMCVCB's research firm. This can be done via brief on-site interviews, email or website questionnaires post-event.
- Funds may be used solely as reimbursement for marketing projects intended specifically to bring visitors from out-of-county (Eligible Use of Funds). Any use of funds for items not listed or approved will result in reimbursement for those items being denied. Failure to comply with the required reporting will impact future funding decisions and allocations.
- Funding is to be expended only within the timeframe outlined as part of the approval and within the cycle for which it was approved.
- All project printed and digital materials, signage or advertising must contain the appropriate logo.
- Funded organization must agree to partner with and/or provide access to the OMCVCB research partners to conduct on-site or email surveys/data collection.
- Funded organization must list/announce OMCVCB as sponsor (if applicable).
- Funded organizations must have a listing on the Ocala/Marion County Visitors and Convention Bureau website (ocalamarion.com). If the organization is not on the website, applicants must advise the OMCVCB staff as part of the application process to ensure this requirement is met prior to funding approval.
- A current signed IRS form W-9 must accompany the application when submitted to the OMCVB for consideration. A Substitute Form W-9 and/or a Tax-Exempt approval letter will not replace the requirement for a signed W-9.
- Applicant's organization will be required to add Marion County Board of County Commissioners and its employees as an additional insured to their General Liability policy. A Certificate of Insurance with Marion County listed as an additional insured must be submitted to OMCVCB two weeks (14 days) after the Marion County contract for funding is approved by the Board of County Commissioners. (Insurance is an absolute requirement. No other insurance policies will be considered as a substitute for the General Liability policy.)



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19490

Agenda Date: 7/1/2025

Agenda No.: 7.6.1.

SUBJECT:

Request Approval of a Purchase Agreement Associated with the SW 40th/49th Avenue Phase 1 Road Improvement Project for Parcel 2390-009-000 (Budget Impact - Neutral; expenditure of \$83,130)

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 \$83,130 plus closing costs for parcel 2390-009-000 associated with the SW 40th/49th Avenue Phase 1 (from SW 66th Street to SW 42nd Street) Road Improvement Project. This is a partial take consisting of six (6) Drainage Easements and one (1) Temporary Construction Easement on an improved lot.

Additionally, Marion County shall build a parking lot cure plan similar to the plan proposed by Rodney Rogers as shown on Exhibit "C" adjusted for the directional median modifications as shown on Exhibit "B".

The negotiated agreement is inclusive of any and all cost associated with this transaction. There are cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.

BUDGET/IMPACT:

Neutral; expenditure of \$83,130 plus closing cost (STC073804 - CIP TRANSP NEWINF ROW - 738 - VJ738541 - 561301).

RECOMMENDED ACTION:

Motion to approve the Purchase Agreement and authorize the Chairman and Clerk to execute the same.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Weaver Chery (Dept) Office of the County Engineer - 4121
(Title) Last First Property Manager (Phone) 352-671-8679
Signature *Chery Weaver* Date Tuesday, June 10, 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 approve a Purchase Agreement between Industrial Technologies & Services Americas, Inc. and Marion County. This purchase agreement is associated with a Temporary Construction Easement and Drainage easement related to SW 40th/49th Ave Phase 1 Road Project. The purchase agreement includes expert and attorney fees and avoids extra costs associated with condemnation proceedings.

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, July 1, 2025
Agenda Deadline Date for Legal: Tuesday, June 17, 2025 Agenda Deadline Date for Admin: Thursday, June 19, 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. 2025-512

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 Attorney

Outcome:

☒ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED

By Marion County Attorney- AT at 4:54 pm, Jun 10, 2025

Attorney Signature: *Thomas Schwartz* Date 6/11/25
Staff Signature: *Anthony Luck* Date: 6/11/25 Returned: ☒ Department ☐ Admin ☐
Completed

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

May 28, 2025

Return to:
Office of County Engineer
412 SE 25th Ave Bldg 1
Ocala, FL. 34471

Project: SW 49th/40th Avenue Phase 1
Project Parcel #: 12, 13, 14, 15, 16, 17, 18
Parcel ID#: 2390-009-000

PURCHASE AGREEMENT

THIS AGREEMENT is made by and between: **INDUSTRIAL TECHNOLOGIES & SERVICES AMERICAS, INC.**, a Delaware, limited liability company, f/k/a **SP FLOW TECHNOLOGY USA, INC.**, a merger with **PNEUMATIC PRODUCTS CORPORATON**, a Delaware corporation, having a mailing address of 525 Harbour Place Drive, #600, Davidson, NC 28036, 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 #: **2390-009-000** and further shown on Right-of-Way Maps and/or Sketch of Description for the **SW 49th/40th Avenue Phase 1** road project (from SW 66th Street to SW 42nd Street) incorporated herein by reference and attached as Exhibit "A", "B", "C".

- ☐ Fee Simple
- ☒ Temporary Construction Easement
- ☒ Drainage Right of Way
- ☐ Leasehold Interest

- (b) Personal property, Fixtures and Appliances identified as follows:

- 1) **Personal property:** Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").

Other Personal Property items included in this purchase are:

N/A

The following Personal Property items are excluded from the purchase:

N/A

- 2) **Fixtures and Built-In Appliances:** With the exception of the exclusion items listed below, the **SELLER** and **BUYER** agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.

The following exclusion items are fixtures and built-in appliances that will not be conveyed to

II. PURCHASE PRICE**(a) Itemized purchase price:**

Land and Improvements) N/A	\$ <u>.00</u>
Drainage Easement Parcel# 13 (0.01ac)	\$ <u>40,892.98</u>
Drainage Easement Parcel# 14 (0.03ac)	\$ <u>inc.</u>
Drainage Easement Parcel# 15 (0.01ac)	\$ <u>inc.</u>
Drainage Easement Parcel# 16 (0.04ac)	\$ <u>inc.</u>
Drainage Easement Parcel# 17 (0.01ac)	\$ <u>inc.</u>
Drainage Easement Parcel# 18 (0.03ac)	\$ <u>inc.</u>
Temporary Construction Easement (Parcel# 12) (0.93ac)	\$ <u>34,106.00</u>
Damages (Severance/Cost-to-Cure) N/A	\$ <u>.00</u>
Other: Expert Fees	\$ <u>1,500.00</u>
Other: Attorney Fees	\$ <u>6,631.02</u>
Sub-Total	\$ <u>83,130.00</u>

- (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)
\$ 83,130.00.

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 subsection 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: County shall build a parking lot cure plan similar to the plan proposed by Rodney Rogers as shown on Exhibit "C", adjusted for the directional median modifications as shown on Exhibit "B". County shall ensure that during construction the Premises are properly secured in the manner in which they were found, and County shall take all reasonable care to ensure fencing is secure at all times during County's accessing and constructing the Parking Area on the property. When accessing the property County shall conduct its

operations on the Permitted Area in a good and workmanlike manner, taking all possible precautions against damage to the Permitted Area and any facilities thereon. County shall maintain reasonable access to the remaining property during construction of the project and parking areas through the use of maintenance of traffic practices and procedures. County or its contractor shall communicate in advance any closure of access to the property which shall not exceed 8 hours where the remainder property is not accessible for truck delivery and customer parking.

IV. CLOSING DATE

- (a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

- (a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER. There () is (X) is not an addendum to this agreement.

VI. ENTIRE AGREEMENT

- (a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

[This portion of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, THE PARTIES has caused these presents to be executed in their respective name(s).

WITNESSES:

Jessica Scotto
(Signature)

Jessica Scotto
(Print or type name)

[Signature]
(Signature)

Jonathan deShetler
(Print or type name)

SELLER: INDUSTRIAL TECHNOLOGIES &
SERVICES AMERICAS, INC., a Delaware,
limited liability company, f/k/a SP FLOW
TECHNOLOGY USA, INC., a merger with
PNEUMATIC PRODUCTS CORPORATON,
a Delaware corporation

[Signature]
(Signature)

Mark Siler, VP and Assistant General Counsel
(Print or type name)

6-3-25
(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:

For: [Signature]
COUNTY ATTORNEY

SKETCH OF DESCRIPTION FOR:
PNEUMATIC PRODUCTS CORP.

DESCRIPTION: (TEMPORARY CONSTRUCTION EASEMENT) #12

A PORTION OF LOT 9 OF EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF SAID LOT 9, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF S.W. 40TH AVENUE, RIGHT OF WAY WIDTH VARIES; THENCE ALONG SAID SAID EAST RIGHT OF WAY LINE, N.00°02'35"E., A DISTANCE OF 142.27 FEET TO A POINT ON THE NORTH BOUNDARY OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 34, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE DEPARTING SAID NORTH BOUNDARY, CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N.00°31'19"E., A DISTANCE OF 1105.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 406.00 FEET, A CENTRAL ANGLE OF 16°27'32"E. AND CHORD BEARING AND DISTANCE OF N.08°44'50"E., 131.69 FEET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 132.14 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF S.W. 43RD STREET ROAD, BEING A 100 FOOT RIGHT OF WAY; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°26'18"E., A DISTANCE OF 31.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 17°38'25" AND A CHORD BEARING AND DISTANCE OF S.09°20'17"W., 131.87 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 132.39 FEET TO THE END OF SAID CURVE; THENCE S.00°31'19"W., A DISTANCE OF 1105.65 FEET TO A POINT ON THE AFOREMENTIONED NORTH BOUNDARY OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 34; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°02'35"W., A DISTANCE OF 142.37 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 9; THENCE ALONG SAID SOUTH BOUNDARY, N.89°45'40"W., A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.95 ACRES MORE OR LESS.

SEE SHEET 2 OF 2 FOR SKETCH AND LEGEND

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

NOTES:

1. DATE OF SKETCH: JANUARY 24, 2024
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47"W.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

NOTE ~ THIS IS NOT A SURVEY!

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


1/24/2024

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



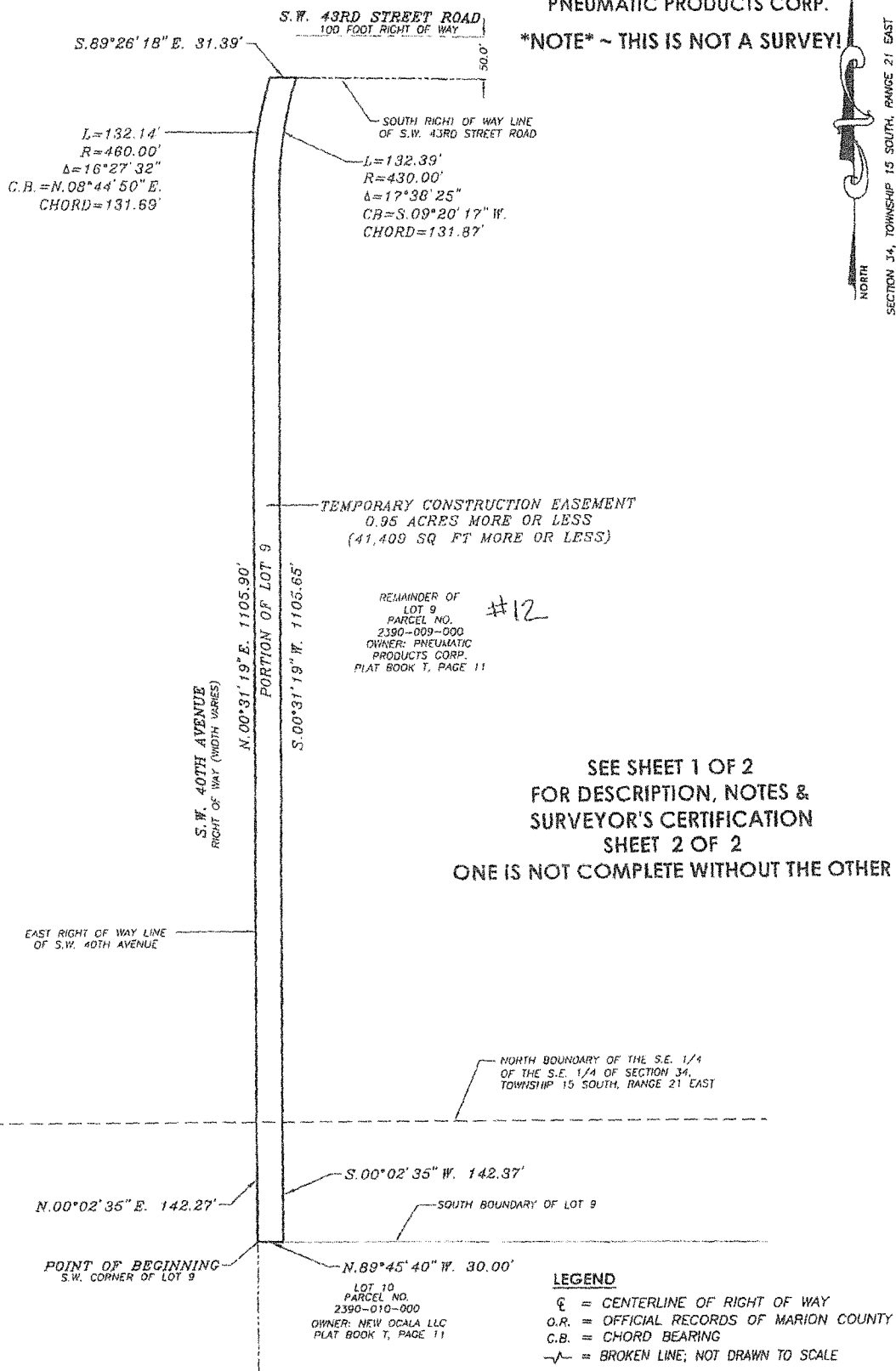
R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park • 1300 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34471
PHONE (352) 622-3133 • FAX (352) 368-3771 • www.rmbarrineau.com
REGINALD M. BARRINEAU, P.S.M., FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5001
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	T.P.B.	J.O.# 15056
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	T-C-E LOT 9
APPROVED:	T.P.B.	SHEET 1 OF 2
COPYRIGHT © JANUARY, 2023		

EXHIBIT # A pg 2 of 8

SKETCH OF DESCRIPTION FOR:
PNEUMATIC PRODUCTS CORP.

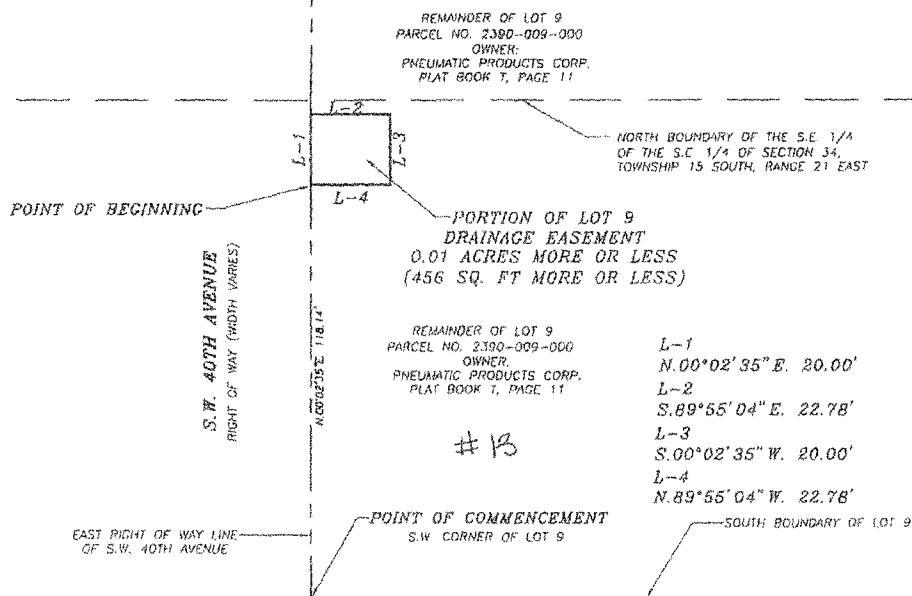
NOTE ~ THIS IS NOT A SURVEY!



R.M. BARRINEAU
AND ASSOCIATES
 PROFESSIONAL SURVEYORS & MAPPERS
 Oakhurst Professional Park • 1308 S.E. 25th Loop • Suite 100 • Ocala, FLORIDA 34471
 PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rm.barrineau.com
 REGINALD D. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. 181201
 TRAVIS P. BARRINEAU, P.S.M. - 131201

DRAWN:	T.P.B.	J.O.# 15056
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	T-C-E LOT 9
APPROVED:	T.P.B.	SHEET 2 OF 2
SCALE: 1" = 140'	COPYRIGHT © JANUARY, 2024	

SKETCH OF DESCRIPTION FOR: PNEUMATIC PRODUCTS CORP.



DESCRIPTION: (DRAINAGE EASEMENT) #13

A PORTION OF LOT 9 EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SAID LOT 9; THENCE ALONG THE EAST RIGHT OF WAY LINE OF S.W. 40TH AVENUE, BEING A RIGHT OF WAY WIDTH THAT VARIES, N.00°02'35"E., A DISTANCE OF 118.14 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N.00°02'35"E., A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°55'04"E., A DISTANCE OF 22.78 FEET; THENCE S.00°02'35"W., A DISTANCE OF 20.00 FEET; THENCE N.89°55'04"W., A DISTANCE OF 22.78 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 456 SQUARE FEET MORE OR LESS.

NOTES:

1. DATE OF SKETCH: JANUARY 24, 2024
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47"W.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOTE ~ THIS IS NOT A SURVEY!

LEGEND

- ℄ = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF MARION COUNTY
- C.B. = CHORD BEARING
- /- = BROKEN LINE; NOT DRAWN TO SCALE

1/25/2024

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

TRAVIS P. BARRINEAU, P.S.M. - LS 5897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

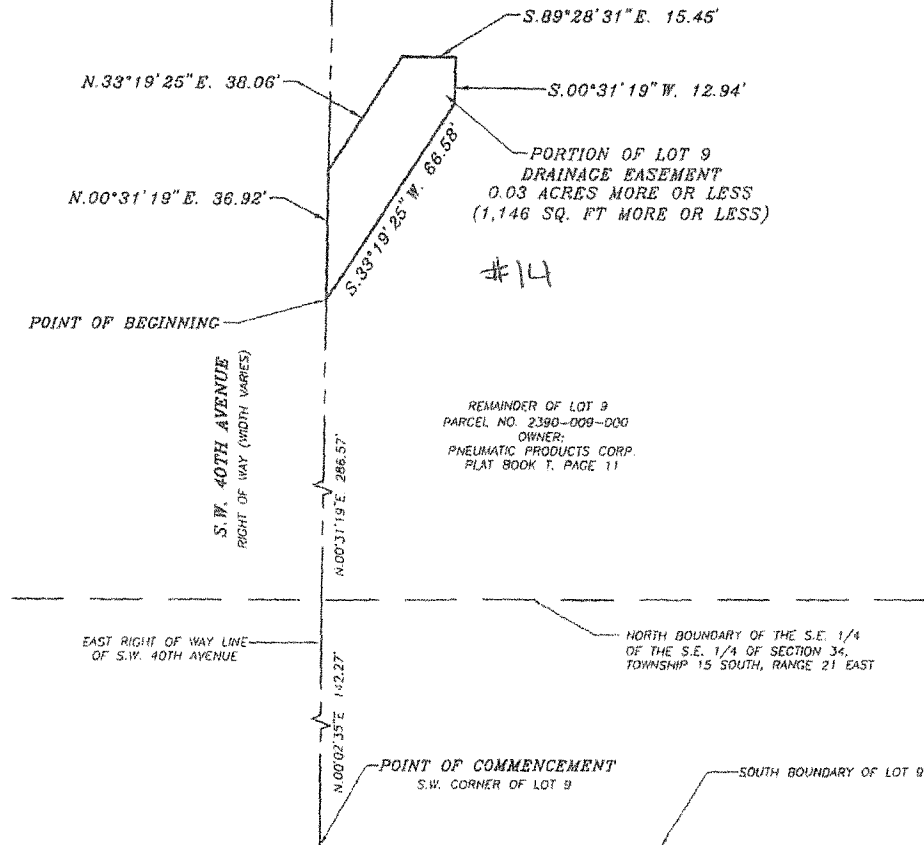


R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS

OneTrust Professional Park - 1009 S.E. 25th Loop Suite 103 - Ocala, FLORIDA 34471
PHONE (352) 622-3133 • FAX (352) 360-3271 • www.rmBarrineau.com

RECNALD H. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LH 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 5897

DRAWN:	T.P.B.	J.O.# 15056
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	D.E. LOT 9 A
APPROVED:	T.P.B.	SHEET 1 OF 1
SCALE: 1" = 40'		COPYRIGHT © JANUARY, 2024

SKETCH OF DESCRIPTION FOR:
PNEUMATIC PRODUCTS CORP.DESCRIPTION: (DRAINAGE EASEMENT) #14

A PORTION OF LOT 9 EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SAID LOT 9; THENCE ALONG THE EAST RIGHT OF WAY LINE OF S.W. 40TH AVENUE, BEING A RIGHT OF WAY WIDTH THAT VARIES, N.00°02'35"E., A DISTANCE OF 142.27 FEET TO A POINT ON THE NORTH BOUNDARY OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 34, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE DEPARTING SAID NORTH BOUNDARY, CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N.00°31'19"E., A DISTANCE OF 286.57 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N.00°31'19"E., A DISTANCE OF 36.92 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, N.33°19'25"E., A DISTANCE OF 38.06 FEET; THENCE S.89°28'31"E., A DISTANCE OF 15.45 FEET; THENCE S.00°31'19"W., A DISTANCE OF 12.94 FEET; THENCE S.33°19'25"W., A DISTANCE OF 66.58 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.03 ACRES MORE OR LESS.

NOTES:

1. DATE OF SKETCH: JANUARY 24, 2024
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47"W.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

SURVEYOR'S CERTIFICATION:

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NOTE ~ THIS IS NOT A SURVEY!

LEGEND

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1/25/2024

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

TRAVIS P. BARRINEAU, P.S.M., LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

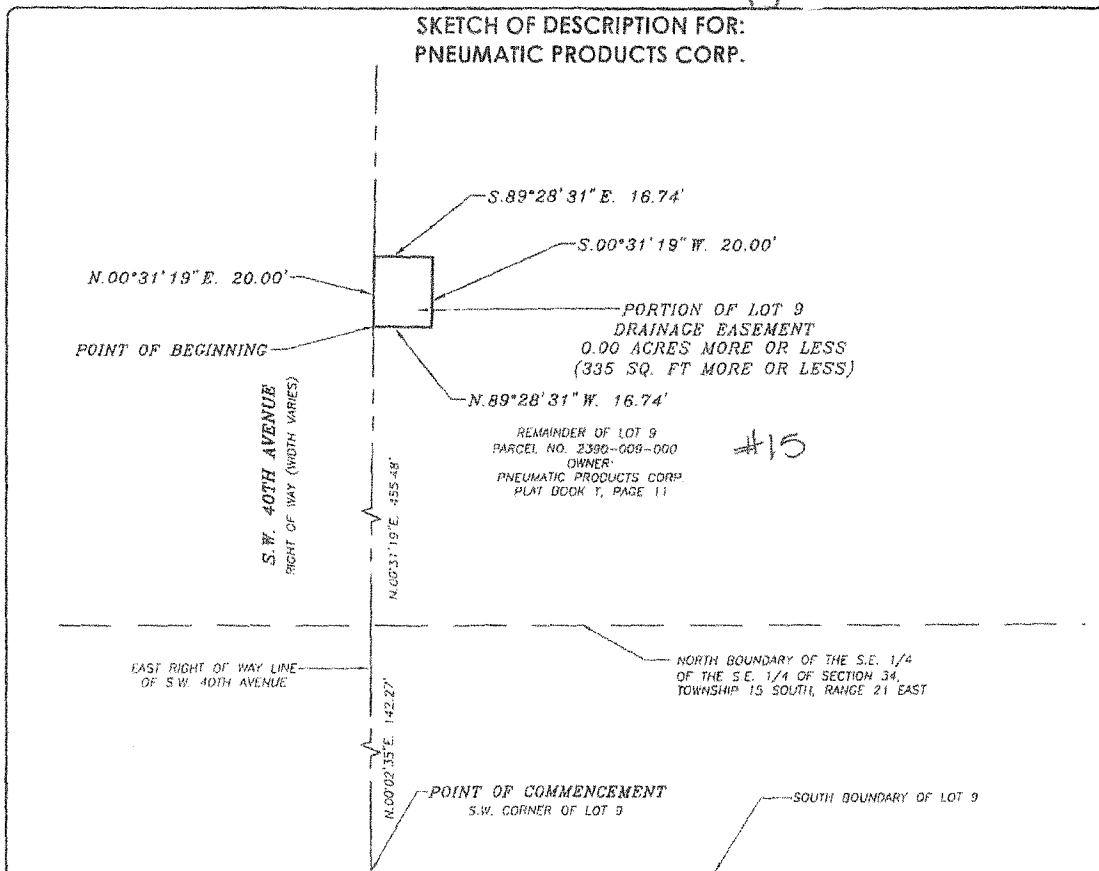


R.M. BARRINEAU
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PROFESSIONAL SURVEYORS & MAPPERS

Oakland Professional Print • 1300 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34471
PHONE (352) 822-2133 • FAX (352) 389-3771 • www.rmbarrineau.com

REGINALD R. BARRINEAU, P.S.M., FOUNDER • CERTIFICATE OF AUTHORIZATION NO. 19 9991
TRAVIS P. BARRINEAU, P.S.M., LS 6897

DRAWN:	T.P.B.	J.O.# 15056
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	D.E. LOT 9 B
APPROVED:	T.P.B.	SHEET 1 OF 1
SCALE: 1" = 40'		COPYRIGHT © JANUARY, 2024



DESCRIPTION: (DRAINAGE EASEMENT) #15

A PORTION OF LOT 9 EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SAID LOT 9; THENCE ALONG THE EAST RIGHT OF WAY LINE OF S.W. 40TH AVENUE, BEING A RIGHT OF WAY WIDTH THAT VARIES, N.00°02'35\"E. A DISTANCE OF 142.27 FEET TO A POINT ON THE NORTH BOUNDARY OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 34, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE DEPARTING SAID NORTH BOUNDARY, CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N.00°31'19\"E., A DISTANCE OF 455.48 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N.00°31'19\"E., A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°28'31\"E., A DISTANCE OF 16.74 FEET; THENCE S.00°31'19\"W., A DISTANCE OF 20.00 FEET; THENCE N.89°28'31\"W., A DISTANCE OF 16.74 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 335 SQUARE FEET MORE OR LESS.

NOTES:

1. DATE OF SKETCH: JANUARY 24, 2024
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47\"W.
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SURVEYOR'S CERTIFICATION:

***NOTE* ~ THIS IS NOT A SURVEY!**

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LEGEND

- C = CENTERLINE OF RIGHT OF WAY
 O.R. = OFFICIAL RECORDS OF MARION COUNTY
 C.B. = CHORD BEARING
 -/- = BROKEN LINE; NOT DRAWN TO SCALE

1/25/2024

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

TRAVIS P. BARRINEAU, P.S.M., LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

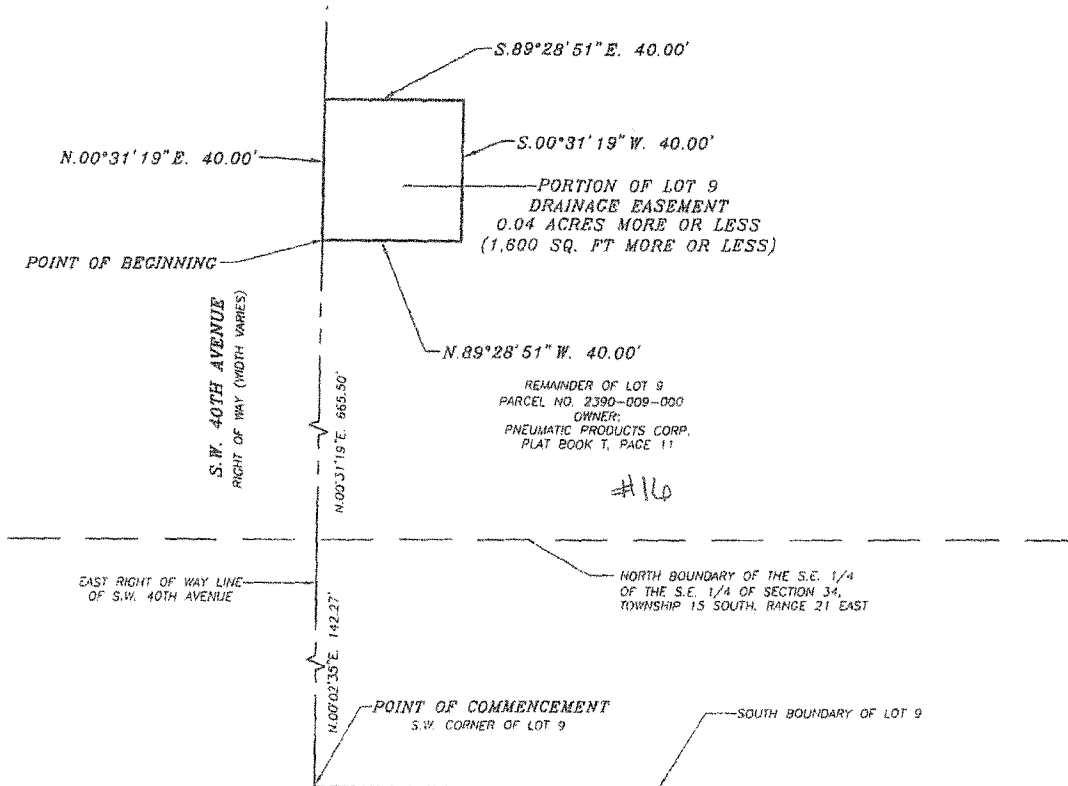
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



**R.M. BARRINEAU
AND ASSOCIATES**
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PHONE (352) 622-3133 • FAX (352) 393-3771 • www.rmbarrineau.com
REGINALD E. BARRINEAU, P.S.M., FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M., LS 6897

DRAWN:	T.P.B.	J.O.# 15056
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	D.E. LOT 9 C
APPROVED:	T.P.B.	SHEET 1 OF 1
SCALE: 1" = 40'		COPYRIGHT © JANUARY, 2024

SKETCH OF DESCRIPTION FOR: PNEUMATIC PRODUCTS CORP.



DESCRIPTION: (DRAINAGE EASEMENT) #116

A PORTION OF LOT 9 EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SAID LOT 9; THENCE ALONG THE EAST RIGHT OF WAY LINE OF S.W. 40TH AVENUE, BEING A RIGHT OF WAY WIDTH THAT VARIES, N.00°02'35\"E., A DISTANCE OF 142.27 FEET TO A POINT ON THE NORTH BOUNDARY OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 34, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE DEPARTING SAID NORTH BOUNDARY, CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N.00°31'19\"E., A DISTANCE OF 665.50 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N.00°31'19\"E., A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°28'51\"E., A DISTANCE OF 40.00 FEET; THENCE S.00°31'19\"W., A DISTANCE OF 40.00 FEET; THENCE N.89°28'51\"W., A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.04 ACRES MORE OR LESS.

NOTES:

1. DATE OF SKETCH: JANUARY 25, 2024
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47\"W.
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SURVEYOR'S CERTIFICATION:

***NOTE* ~ THIS IS NOT A SURVEY!**

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LEGEND

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- C.B. = CHORD BEARING
- /- = BROKEN LINE; NOT DRAWN TO SCALE

1/25/2024
SIGNATURE DATE
TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau
TRAVIS P. BARRINEAU, P.S.M. + L.S. 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

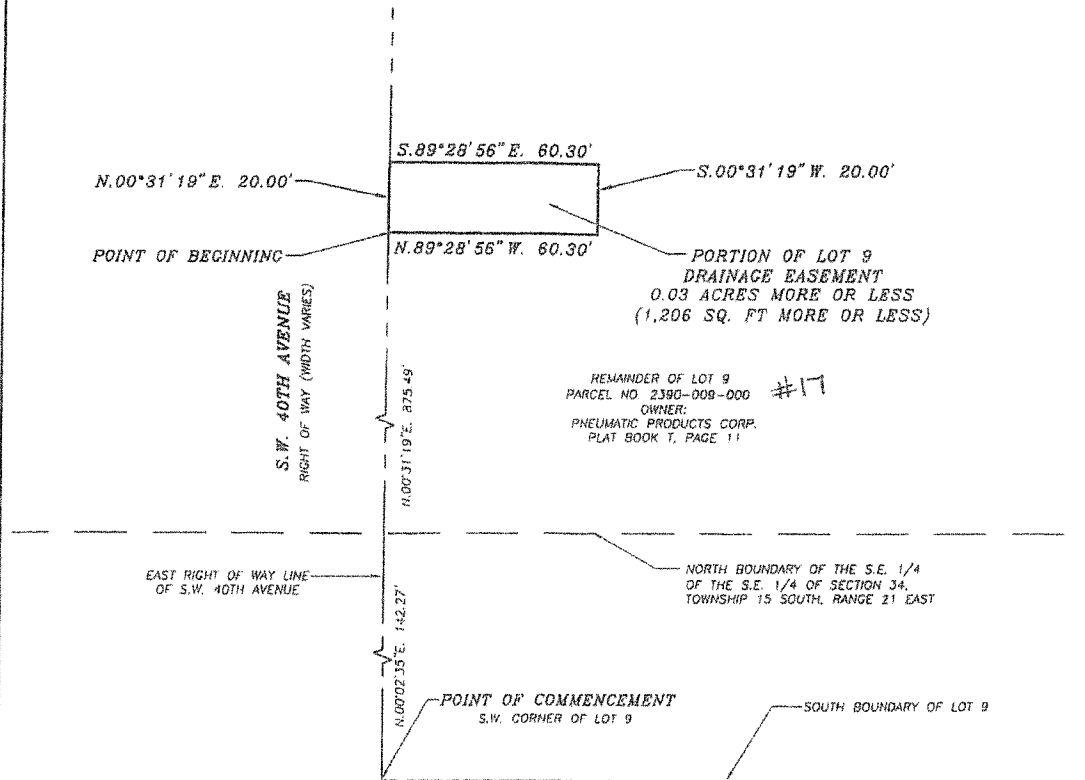
R.M. BARRINEAU

AND ASSOCIATES

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PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rmbarrineau.com

REGINALD H. BARRINEAU, P.S.M. FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5051
TRAVIS P. BARRINEAU, P.S.M. L.S. 6897

DRAWN:	T.P.B.	J.O.# 15056
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	D.E. LOT 9 D
APPROVED:	T.P.B.	SHEET 1 OF 1
SCALE: 1" = 40'		COPYRIGHT © JANUARY, 2024

SKETCH OF DESCRIPTION FOR:
PNEUMATIC PRODUCTS CORP.DESCRIPTION: (DRAINAGE EASEMENT) #17

A PORTION OF LOT 9 EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SAID LOT 9; THENCE ALONG THE EAST RIGHT OF WAY LINE OF S.W. 40TH AVENUE, BEING A RIGHT OF WAY WIDTH THAT VARIES, N.00°02'35"E., A DISTANCE OF 142.27 FEET TO A POINT ON THE NORTH BOUNDARY OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 34, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE DEPARTING SAID NORTH BOUNDARY, CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N.00°31'19"E., A DISTANCE OF 875.49 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N.00°31'19"E., A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°28'56"E., A DISTANCE OF 60.30 FEET; THENCE S.00°31'19"W., A DISTANCE OF 20.00 FEET; THENCE N.89°28'56"W., A DISTANCE OF 60.30 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.03 ACRES MORE OR LESS.

NOTES:

1. DATE OF SKETCH: JANUARY 25, 2024
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47"W.
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1/25/2024
SIGNATURE DATE
TRAVIS@RMBARRINEAU.COM

TRAVIS P. BARRINEAU, P.S.M., LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

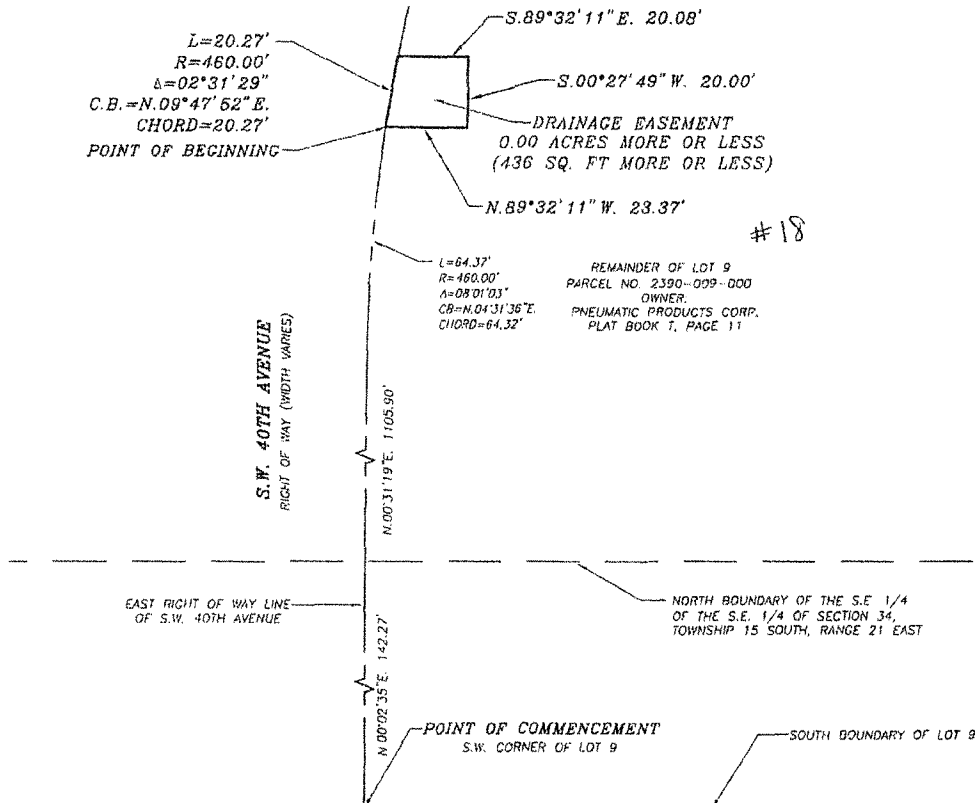
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Oakhurst Professional Park • 1308 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34471
PHONE (352) 622-3133 • FAX (352) 360-3771 • www.rmbarrineau.com
REGISTERED IN FLORIDA: P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LS 6897
TRAVIS P. BARRINEAU P.S.M., LS 6897

DRAWN:	T.P.B.	J.O.# 15056
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	D.E. LOT 9 E
APPROVED:	T.P.B.	SHEET 1 OF 1
SCALE: 1" = 40'	COPYRIGHT © JANUARY, 2024	

SKETCH OF DESCRIPTION FOR:
PNEUMATIC PRODUCTS CORP.



DESCRIPTION: (DRAINAGE EASEMENT)

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NOTES:

1. DATE OF SKETCH: JANUARY 25, 2024
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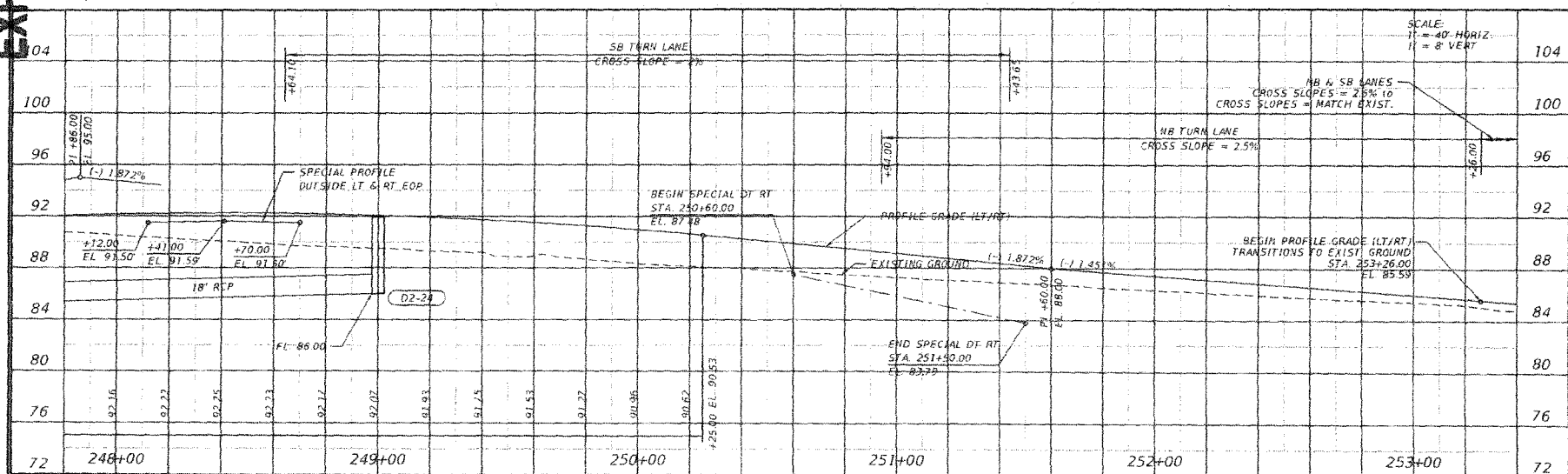
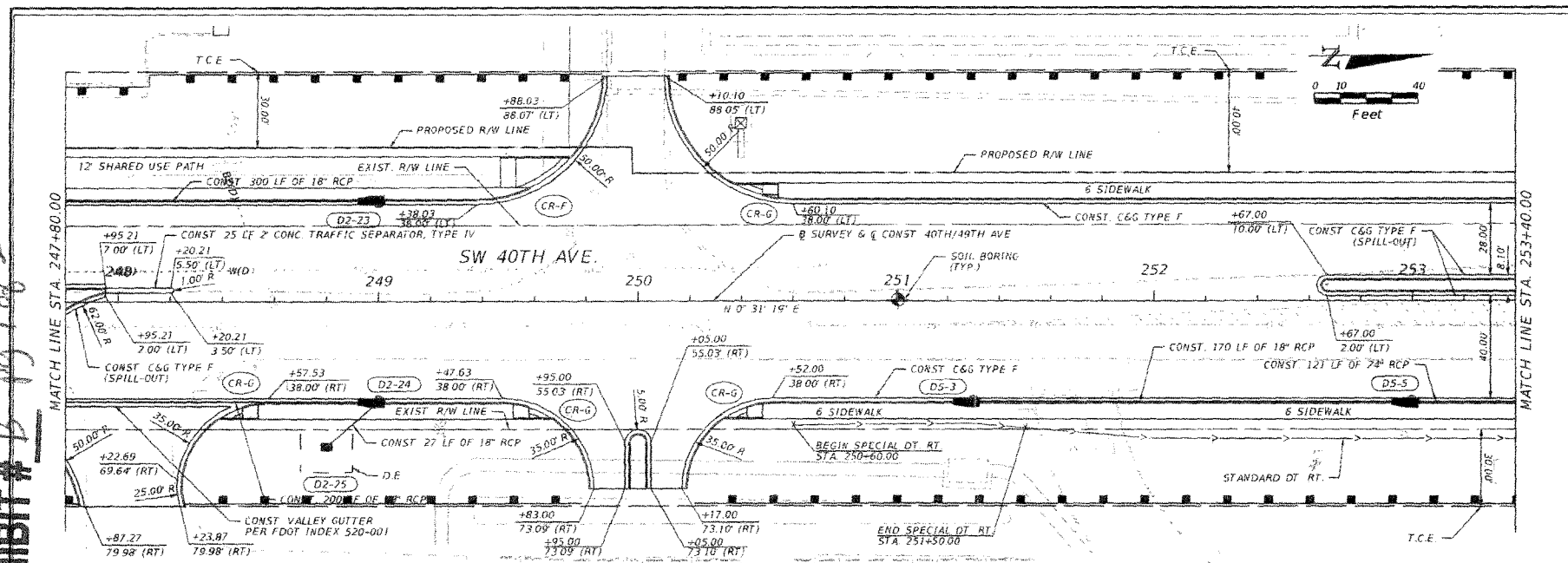
TRAVIS P. BARRINEAU, P.S.M. - LS 6897
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REGINALD M. BARRINEAU, P.S.M., FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LS 5001
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	T.P.B.	J.O.# 15056
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	D.E. LOT 9 F
APPROVED:	T.P.B.	SHEET 1 OF 1
SCALE: 1" = 40'	COPYRIGHT © JANUARY, 2024	



mike.allen

4/11/2025 4:34:53 PM Default

C:\Users\mike.allen\Box\KCTPA\TRANSPORTATION\Projects\24-126\CAD\roadway\PLP\PRD014.dwg

INFRASTRUCTURE
CONSULTING & ENGINEERING

ENGINEER OF RECORD
MARTY L. MORLAN, P.E.
P.E. LICENSE NUMBER 45326
INFRASTRUCTURE CONSULTING
AND ENGINEERING
5550 W. IDLEWILD AVE.

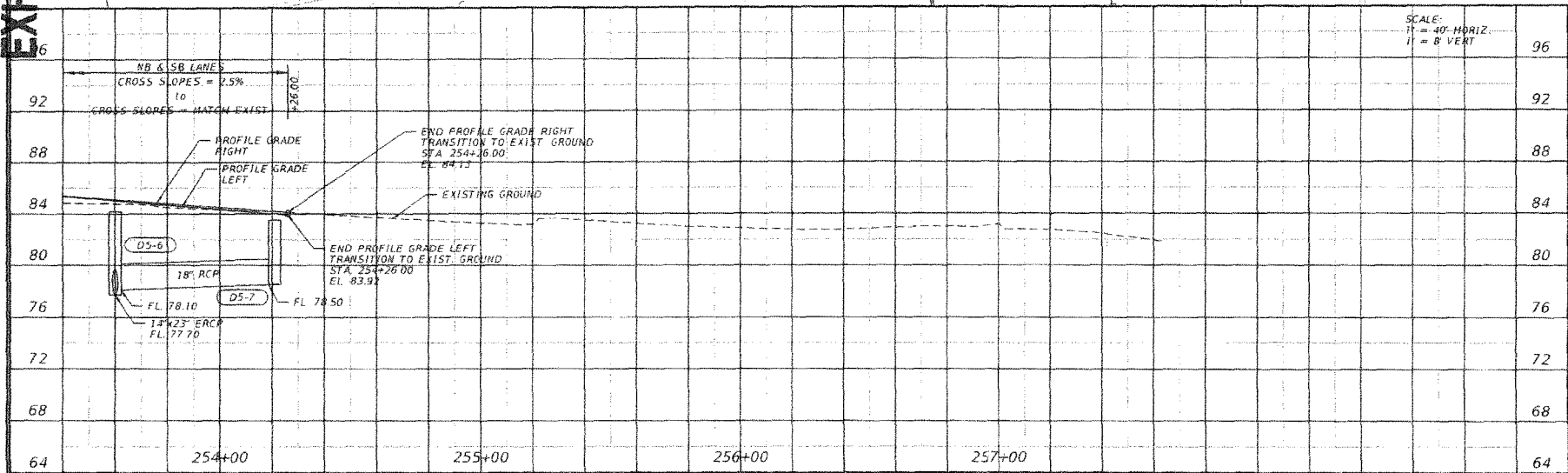
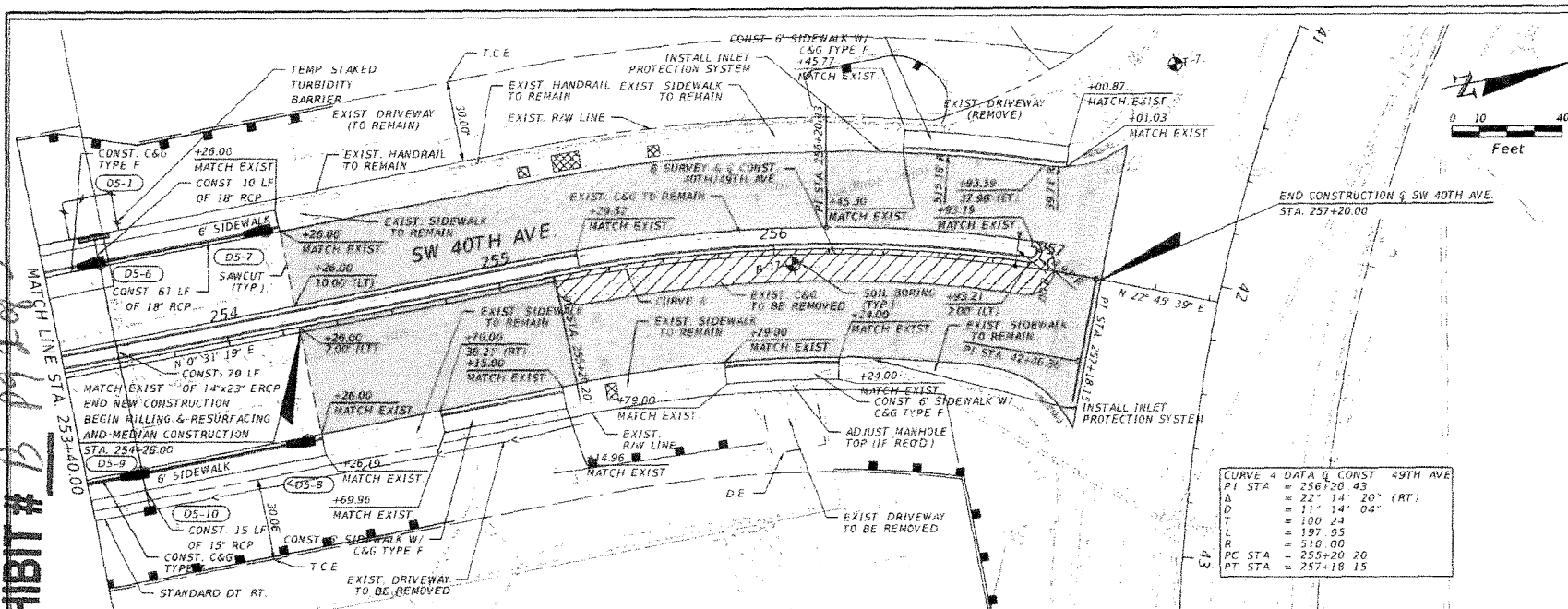
DATE _____

SW 40TH / 49TH IMPROVEMENTS - PHASE I

ROADWAY
PLAN - PROFILE (14)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT # 11BHX



INFRASTRUCTURE
CONSULTING & ENGINEERING

ENGINEER OF RECORD
MARTY L MORLAN, P.E.
P.E. LICENSE NUMBER 45326
INFRASTRUCTURE CONSULTING
AND ENGINEERING
5550 W. IDLEWILD AVE.
TAMPA FL 33634

[illegible]

35' 40TH IMPROVEMENTS - PHASE 1
MARION COUNTY, FLORIDA

ROADWAY
PLAN - PROFILE (15)

PLAN - PROFILE (15)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT # C pg 10 of 9

A SITE PLAN FOR SPX FLOW TECHNOLOGIES

City of Ocala, Florida
PARKING LOT MODIFICATIONS
PURSUANT TO SW 40th/49th AVE IMPROVEMENTS

ABBREVIATIONS & LEGEND:

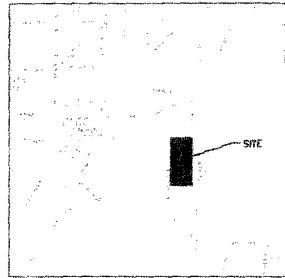
MANHOLE	MANHOLE
PAVEMENT	PAVEMENT
CHAIN-LINK FENCE	CHAIN-LINK FENCE
BOTTOM	BOTTOM
ELEVATION	ELEVATION
HOPE	HIGH-DENSITY POLYETHYLENE
L.F.	LINEAL FOOT
UNDERGROUND	UNDERGROUND
OVERHEAD	OVERHEAD
CONCRETE	CONCRETE
FRESH FLOOR ELEVATION	FRESH FLOOR ELEVATION
INSET	INSET
RIGHT OF WAY	RIGHT OF WAY
EDGE OF PAVEMENT	EDGE OF PAVEMENT
CENTERLINE	CENTERLINE
RADIUS	RADIUS
FIRST FLOOR	FIRST FLOOR
INVERT	INVERT
CORRODED METAL PIPE	CORRODED METAL PIPE
REINFORCED CONCRETE PIPE	REINFORCED CONCRETE PIPE
CLEAN-OUT	CLEAN-OUT
POLYVINYL CHLORIDE	POLYVINYL CHLORIDE
FREE (SEE TREE SCHEDULE)	FREE (SEE TREE SCHEDULE)
U/V ELECTRICAL WIRES	U/V ELECTRICAL WIRES
U/V WATER LINES	U/V WATER LINES
GRAVITY SEWER LINE	GRAVITY SEWER LINE
SAFETY FORCE MAIN	SAFETY FORCE MAIN
CLF	CLF
UTILITY POLE AND GUY ANCHOR	UTILITY POLE AND GUY ANCHOR
HYDRANT	HYDRANT
WATER METER	WATER METER
BACKFLOW PREVENTER	BACKFLOW PREVENTER
GATE VALVE	GATE VALVE
EXISTING GROUND GRADE	EXISTING GROUND GRADE
PROPOSED PAVEMENT GRADE	PROPOSED PAVEMENT GRADE
PROPOSED CONC. BULK GRADE	PROPOSED CONC. BULK GRADE
PROPOSED PAVEMENT GRADE	PROPOSED PAVEMENT GRADE
PROPOSED GROUND GRADE	PROPOSED GROUND GRADE
EXISTING GROUND CONTOUR	EXISTING GROUND CONTOUR
DESIGN DIRECTION OF DRAINAGE	DESIGN DIRECTION OF DRAINAGE
EXISTING DIRECTION OF DRAINAGE FLOW	EXISTING DIRECTION OF DRAINAGE FLOW

GENERAL NOTES:

- ON-SITE ASPHALT PAVEMENT SHALL BE 1.25" TYPE SP-9.5 ASPHALT OVER 8" LIME/DOG BASE (LBR 100-200 DENSITY) OVER 8" STABILIZED SUBGRADE (LBR 40-500 DENSITY).
- ALL AREAS DISTURBED BY CONSTRUCTION OF THIS PROJECT WHICH ARE NOT OTHERWISE PAVED SHALL BE IMMEDIATELY SOODED FOLLOWING FINAL GRADING. ALLOW FOR THICKNESS OF SOO WITH A 2-INCH UNDERCUT. SOO SHALL MATCH THE EXISTING SOO AND SHALL BE REGULARLY WATERED BY THE CONTRACTOR THROUGHOUT CONSTRUCTION DURATION.
- ALL CONCRETE WALLS SHALL BE 4" THICK 3000 PSI (28 DAY STRENGTH), WITH CONSTRUCTION JOINTS PROVIDED AT 5 FT O.C.
- NO SITE WORK SHALL BE CONDUCTED PRIOR TO OBTAINING A "SITE PERMIT" FROM THE CITY OF OCALA. CALL THE CITY GROWTH MANAGEMENT DEPARTMENT AT (352) 629-8421 TO SCHEDULE A "PRE-CONSTRUCTION MEETING" WHICH IS REQUIRED PRIOR TO INSTALLING ANY EROSION CONTROLS AND OBTAINING THE SITE PERMIT.
- ALL STORM WATER MANAGEMENT SYSTEMS SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF IMPERVIOUS AREAS.
- THERE SHALL BE NO DEVIATIONS FROM THIS PLAN UNLESS APPROVED BY THE PROJECT ENGINEER, THE CITY OF OCALA AND MARION COUNTY TRANSPORTATION.
- ALL CONSTRUCTION COVERED BY THESE PLANS SHALL COMPLY WITH THE MATERIALS REQUIREMENTS AND QUALITY CONTROL STANDARDS CONTAINED IN THE CITY OF OCALA LAND DEVELOPMENT CODE.
- IRRIGATION SHALL BE PROVIDED FOR 100% OF THE SITE'S OPEN SPACE THROUGH THE ESTABLISHMENT PERIOD.

SIGNAGE & STRIPING NOTES:

- THE STOP SIGN SHALL BE 30"x30" AND FABRICATED USING, AT A MINIMUM, 3M DAMAGING GRADE VSP REFLECTIVE SHEETING (REF DOT INDEX 11800).
- STOP POSTS SHALL BE 2"x2" SQUARE STEEL POSTS WITH 3/8" DIA HOLES @ 1" ON CENTER, HEIGHT TO BOTTOM OF SIGN = 7'-0" MIN. CITY OF OCALA TRAFFIC STANDARDS.
- ALL SIGNAGE SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- CROSSWALK MARKINGS SHALL BE PER FOOT DESIGN STANDARD INDEX #17346.
- ALL STRIPING SHALL BE 6" WHITE WITH THE HANDICAP SPACES OUTLINED IN 8" BLUE, WITH PAINTED HANDICAP SYMBOL AND HANDICAP SIGN. HANDICAPPED MARKINGS AND SIGNAGE SHALL CONFORM WITH FOOT DESIGN STANDARDS INDEX 17346 AND 17355.



SECTION 34, TOWNSHIP 15 SOUTH, RANGE 21 EAST
LOCATION MAP

INDEX:

SHEET NO.	CONTENTS
0201	TITLE SHEET
0202	PROJECT AREA PLAN
0203	DEMOLITION, SWEEP & TREE PROTECTION PLAN
0204	LAYOUT & UTILITY PLAN
0205	GRADING & DRAINAGE PLAN
0206	CONSTRUCTION DETAIL SHEET
0207	LANDSCAPE PLAN
0208	IRRIGATION PLAN
0209	LANDSCAPE & IRRIGATION DETAILS

OPEN SPACE CALCULATIONS:

PROJECT AREA 68,888 S.F. (1.56 ACRES)
EXISTING IMPERVIOUS AREA REMOVED - 27,042 S.F.
PROPOSED IMPERVIOUS AREA ADDED - 28,929 S.F.
EXISTING OPEN SPACE - 41,844 S.F.
PROPOSED OPEN SPACE - 42,257 S.F.

LANDSCAPE REQUIREMENTS:

SEE LANDSCAPE PLAN FOR TREE REQUIREMENTS

TRAFFIC STATEMENT:

THERE WILL BE NO INCREASE IN TRAFFIC ASSOCIATED WITH THIS PROJECT. THE PARKING LOT MODIFICATION IS NECESSARY DUE TO THE PROPOSED FOUR-LANE OF SW 40th AVENUE.

LEGAL DESCRIPTION:

LOT 9 OF EXECUTIVE PARK, AS RECORDED IN PLAT BOOK 1, PAGE 013, OF THE PUBLIC RECORDS OF MARION COUNTY, FL.

SITE DATA:

PROJECT NAME: SPX FLOW TECHNOLOGIES
- PARKING LOT MODIFICATIONS

ADDRESS:

PAVING PRODUCTS CORP.
4847 S.W. 40th AVENUE
OCALA, FL 34474

PHONE: (352) 237-1230

PARCEL NO.: 2180-009-000

SITE AREA: 19.8 ACRES

PROJECT AREA: 1.56 ACRES

LAND USE/ZONING: LOW INTENSITY / M-1

MAINTENANCE PRACTICE AND SCHEDULE INSTRUCTIONS

MAINTENANCE RESPONSIBILITIES:

THIS PROJECT HAS BEEN DESIGNED TO PROVIDE SUITABLE REMOVAL OF STORM WATER FROM THE PROJECT USE AREA. THE STORM WATER WILL BE RETAINED IN AN ON-SITE WATER RETENTION BASIN PERMITTED TO MEET BOTH LOCAL AND STATE REQUIREMENTS. TO ASSURE PROPER FUNCTIONING OF THE FACILITIES AFTER COMPLETION OF CONSTRUCTION, THE FOLLOWING RECOMMENDATIONS ARE SUGGESTED:

1. ASPHALT PAVEMENT

- AFTER COMPLETION OF CONSTRUCTION, THE INSIDE EDGES OF ALL TURNING RAIN SHALL BE MONITORED TO ASSURE NO POTHOLES, ETC. OCCUR BEHIND THE CURBING.
- ALL PAVEMENT SHALL BE MONITORED TO ASSURE NO FAILURES OCCUR. IF A HOLE DEVELOPS, CUT A SQUARE EDGE AROUND FAILURE AND REPAIR WITH FULL DEPTH OF ASPHALT.
- ASPHALT PAVEMENT SHALL BE CLOSELY MONITORED TO ASSURE NO FUEL SPILLAGE OCCURS THAT WOULD DESTROY BOTH PAVEMENT AND ALSO VEGETATION IN THE RETENTION BASIN. IF A SPILL DOES OCCUR, FLOOD IMMEDIATELY WITH LARGE VOLUMES OF WATER.
- REPAIR ANY BROKEN CURBING IMMEDIATELY.

2. CULVERTS

- ALL CULVERTS MUST BE MAINTAINED TO ASSURE COMPLETE FULL VOLUME. IF THE ENDS BECOME CRUSHED OR SEDIMENT BUILDS UP IN THE CULVERTS, REPAIR AND/OR CLEAN IMMEDIATELY.
- ALL DRAINAGE CULVERTS SHOULD BE INSPECTED QUARTERLY AND CLEANED TO ASSURE FULL VOLUME CAPACITY.

3. GRATE INLETS

- NAME SURE GRATES ARE NOT CLOGGED WITH DEBRIS AFTER EACH RAINSTORM.
- NAME QUARTERLY CHECKS OF INTERIOR OF CONCRETE INLET AND REMOVE ANY SEDIMENT BUILDUP THAT OCCURRED.
- ANY BROKEN GRATES OVER THE INLETS MUST BE REPLACED IMMEDIATELY.

ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAN IS DESIGNED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE CITY OF OCALA LAND DEVELOPMENT REGULATIONS.

ROBERT L. ROGERS
PROFESSIONAL ENGINEER
FLORIDA REGISTRATION NO. 15027

NOTE: A. SIGNATURE, TITLE OF ENGINEER, PROFESSIONAL ENGINEER NO. 15027
B. THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ROBERT L. ROGERS, PE, ON 04-10-2011 USING A SIGNATURE CERTIFICATE. C. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID. D. THIS PLAN IS A MODIFICATION OF A PREVIOUS PLAN AND MUST BE REVIEWED BY THE ENGINEER.



NOTICE:
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE THE MOST CURRENT ATTACHED PLANS PRIOR TO CONSTRUCTION.



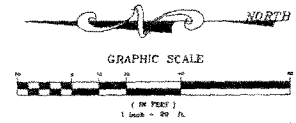
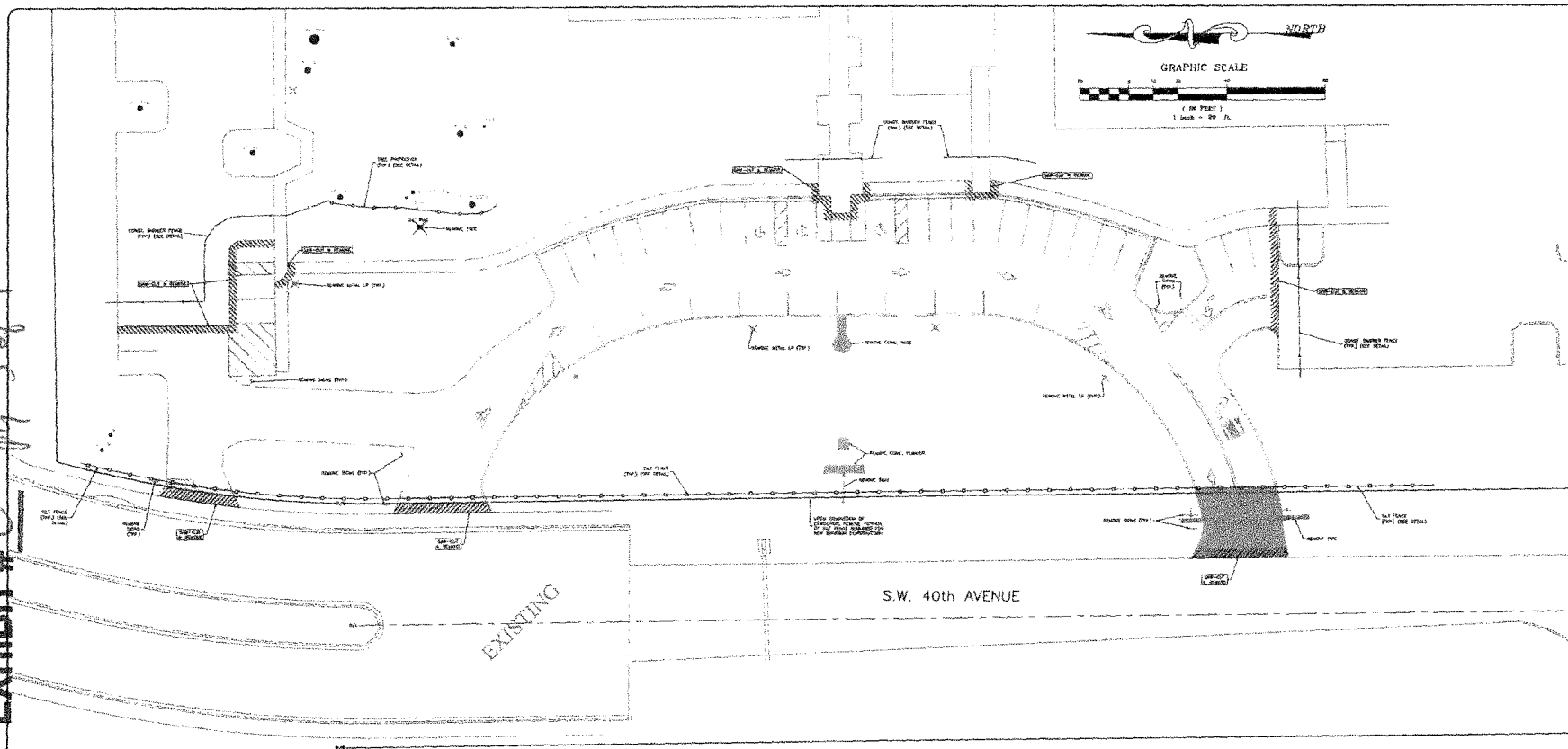
ROGERS ENGINEERING, LLC
Civil Engineering & Land Surveying
1105 S.E. 3rd Avenue • Ocala, Florida 34471 • Ph: (352) 622-9214 • Lic: ETC #4074

A SITE PLAN
FOR
SPX FLOW TECHNOLOGIES
Title Sheet

DATE
18-JUN-2011
DATE
17-JUN-17
SCALE
AS SHOWN
SHEET
001



EXHIBIT # C 09 3 of 9



- TREE PROTECTION NOTES**
1. THE OWNER SHALL BE RESPONSIBLE FOR INSURING THAT ALL MEASURES ARE TAKEN TO AVOID DAMAGE TO TREES NOT APPROVED FOR REMOVAL.
 2. PRIOR TO ANY CLEARING, GRUBBING OR ANY CONSTRUCTION, TREE PROTECTION BARRICADES SHALL BE CONSTRUCTED AROUND ALL TREES OR GROUPS OF TREES WITHIN THE CONSTRUCTION AREA WHICH ARE TO BE PRESERVED.
 3. THE CLEARING OF CONSTRUCTION EQUIPMENT OR MATERIAL OR THE DISPOSAL OF WASTE MATERIALS INCLUDING BUT NOT LIMITED TO PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, AND MORTAR WITHIN THE TYP OF ANY TREE WHICH IS BEING PROTECTED IS NOT ALLOWED.
 4. THE MOVEMENT OF EQUIPMENT OR THE STORAGE OF EQUIPMENT MATERIALS, DEBRIS, OR FILL WITHIN THE TYP OF ANY TREE WHICH IS BEING PROTECTED IS NOT ALLOWED.
 5. THE CONTRACTOR SHALL PROTECT ALL TREE PROTECTION BARRICADES AND DO NOT ON A WEEKLY BASIS DURING THE COURSE OF CONSTRUCTION ANY BARRICADE ON SIDE WHICH THE DIRT BARBERS ON IS MISSING SHALL BE REPLACED IMMEDIATELY.

SEE CONSTRUCTION DETAIL SHEET FOR ALL DETAILS REFERENCED HEREON

- EROSION CONTROL NOTES**
1. PRIOR TO ANY CLEARING ACTIVITIES, THE CONTRACTOR SHALL HAVE ALL ON-SITE UTILITIES LOCATED.
 2. THE SILT FENCE SHALL BE INSTALLED BEFORE ANY CONSTRUCTION ACTIVITIES AND MAINTAINED UNTIL COMPLETION OF CONSTRUCTION AND RESTORATION OF ALL DISTURBED AREAS.
 3. THE CONTRACTOR SHALL PERSONALLY SWEEP EXISTING ON-SITE PAVED SURFACES AS WELL AS ALL ADJACENT CITY STREETS, DRIVEWAYS, AND SIDEWALKS TO KEEP THESE SURFACES IN A SUBSTANTIALLY CLEAN, FREE CONDITION. SWEEPING SHALL BE DONE ON A DAILY BASIS (MINIMUM TWICE PER WEEK) AND AFTER EVERY SIGNIFICANT WEATHER EVENT. AFTER EVERY SIGNIFICANT WEATHER EVENT, THE CONTRACTOR SHALL SWEEP THE DRIVEWAYS AND SIDEWALKS IMMEDIATELY AFTER EVERY SIGNIFICANT WEATHER EVENT.
 4. ALL MATERIALS, WASTE, AND VEHICLES SHALL BE STORED ON-SITE IN AN ORDERLY MANNER.
 5. CONTRACTOR SHALL DEVELOP AND IMPLEMENT A PLAN TO ASSURE THAT ALL DEBRIS RESULTING FROM THE CLEARING, GRUBBING, TRIMMING AND UNDERGROUND, AND PROPERLY CONTROLLED SHALL ON-SITE AND TRANSPORTED AND DISPOSED OF OFF-SITE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. NO WASTE MATERIALS OF ANY KIND ARE PERMITTED TO BE DISPOSED ON-SITE OR DISCHARGED TO SURFACE WATERS OF THE STATE OR TO THE CITY SEWAGE WATER SYSTEM.

- S.M.P.A.P. NOTES**
1. SILT FENCING (SEE DETAIL) SHALL BE INSTALLED PRIOR TO CLEARING OF THE PROPERTY AND MAINTAINED UNTIL COMPLETION OF CONSTRUCTION AND RESTORATION OF ALL DISTURBED AREAS.
 2. CONSTRUCT CONSTRUCTION BARRIER FENCING SHALL BE INSTALLED AS SHOWN TO KEEP VEHICLES AND PEDESTRIANS USING THE FACILITY OUT OF THE CONSTRUCTION AREA.
 3. ALL DRIVE ALLEYS SHALL BE PROTECTED BY EITHER OF THE FOLLOWING PROCEDURES:
(1) THE DRIVE SHALL BE PROTECTED BY A 2" X 12" STEEL FRAME AROUND THE PERIMETER OF THE ALLEY WITH THE FRAME BEING A MINIMUM OF 8" INTO THE EARTH WITH A 2" X 4" FRAME AROUND THE TOP AND BOTTOM OF THE DRIVE. THE FRAME SHALL BE REMOVED BY A FRONT END LOADER OR FRONT ENDGRADER AND REMOVED WITH A MINIMUM OF A CLEAN FENCED FENCE.
(2) INSTALL A 2" X 12" STEEL FRAME AROUND THE PERIMETER OF THE ALLEY WITH THE FRAME BEING A MINIMUM OF 8" INTO THE EARTH WITH A 2" X 4" FRAME AROUND THE TOP AND BOTTOM OF THE DRIVE. THE FRAME SHALL BE REMOVED BY A FRONT END LOADER OR FRONT ENDGRADER AND REMOVED WITH A MINIMUM OF A CLEAN FENCED FENCE.
 4. ALLEY PROTECTION SHALL REMAIN IN PLACE UNTIL ALL SURFACE WORK WITHIN THE PROJECT HAS BEEN COMPLETED TO THEIR PROPOSED FINISHED CONDITION.



SHADED AREA INDICATES EXISTING IMPROVEMENTS TO BE REMOVED

ROBERT L. ROYERS
PROFESSIONAL ENGINEER
FLORIDA REGISTRATION NO. 10037

PROJECT: REMOVAL OF EXISTING IMPROVEMENTS AND RECONSTRUCTION OF NEW IMPROVEMENTS
SHEET: 12 OF 17
DATE: 12-08-17
SCALE: 1" = 20'
SHEET: 12 OF 17

ROBERT L. ROYERS, PE
Professional Engineer
FLORIDA REGISTRATION NO. 10037

DATE: 12-08-17

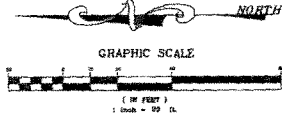
ROGERS ENGINEERING, LLC
Civil Engineering & Land Surveying

1110 S.E. 3rd Avenue • Ocala, Florida 34471 • Ph. (352) 522-9214 • Lic. No. #4014

A SITE PLAN FOR
SPX FLOW TECHNOLOGIES
Demolition, SWPPP & Tree Protection Plan

DATE: 12-08-17
SCALE: 1" = 20'
SHEET: 12 OF 17

EX-100-100



ROBERT L. ROGERS
PROFESSIONAL ENGINEER
FLORIDA REGISTRATION NO. 10027

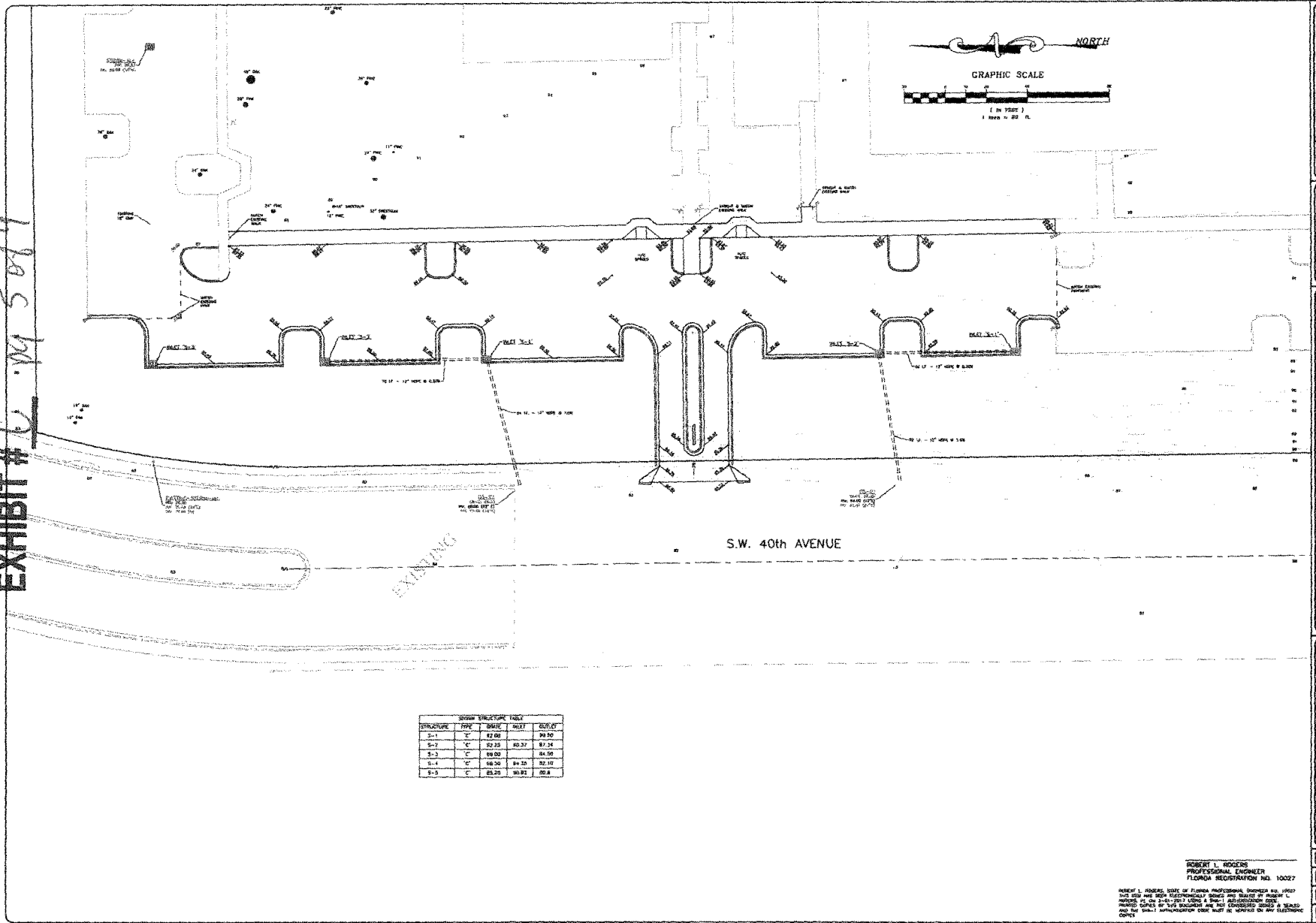
ROBERT L. ROGERS, STATE OF FLORIDA PROFESSIONAL ENGINEER NO. 10027
HAS BEEN ISSUED ELECTRONIC SIGNATURE CERTIFICATE NO. 10027-1
ROGERS, RO. ON 3-21-2017 USING A SHA-1 AUTHENTICATION CODE.
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ROGERS ENGINEERING, LLC
Civil Engineering & Land Surveying

Robert L. Rogers, PE
FL Reg. No. 142377
rlrogers@rogersinc.com

Rodney K. Rogers, PE
FL Reg. No. 21724
rrogers@rogersinc.com

EXHIBIT # 6 pg 5 of 9



STRUCTURE	TYPE	DATE	INLET	OUTLET
S-1	C	12.00	10.30	10.30
S-2	C	12.25	10.37	11.24
S-3	C	12.00	10.30	10.30
S-4	C	12.00	10.30	10.30
S-5	C	12.25	10.37	11.24

ROBERT L. ROGERS
PROFESSIONAL ENGINEER
FLORIDA REGISTRATION NO. 10027

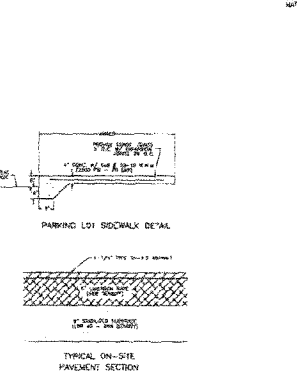
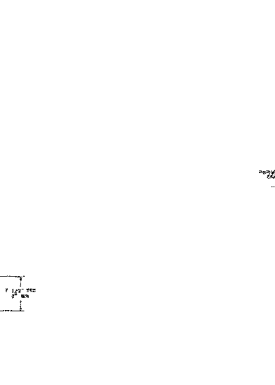
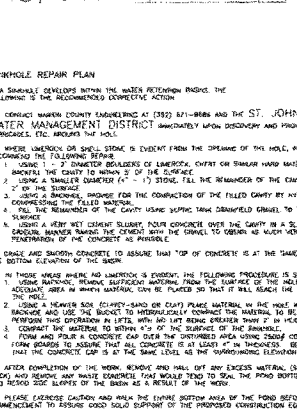
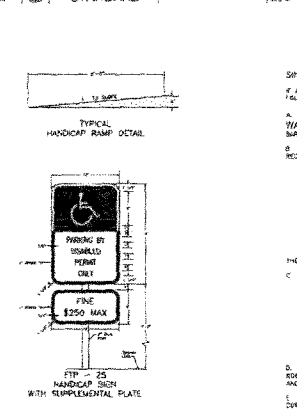
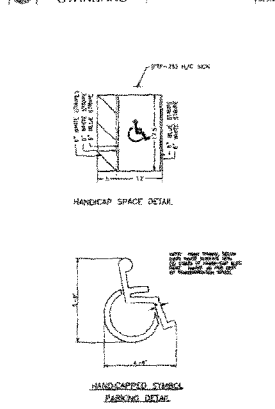
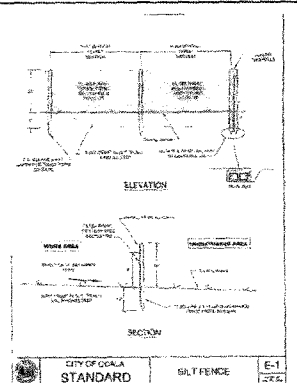
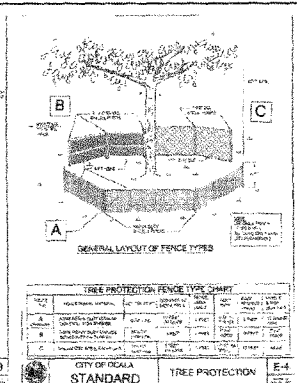
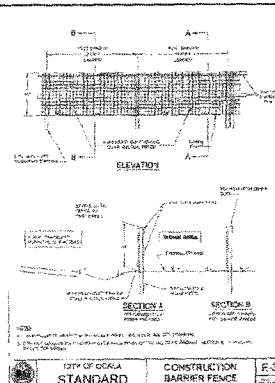
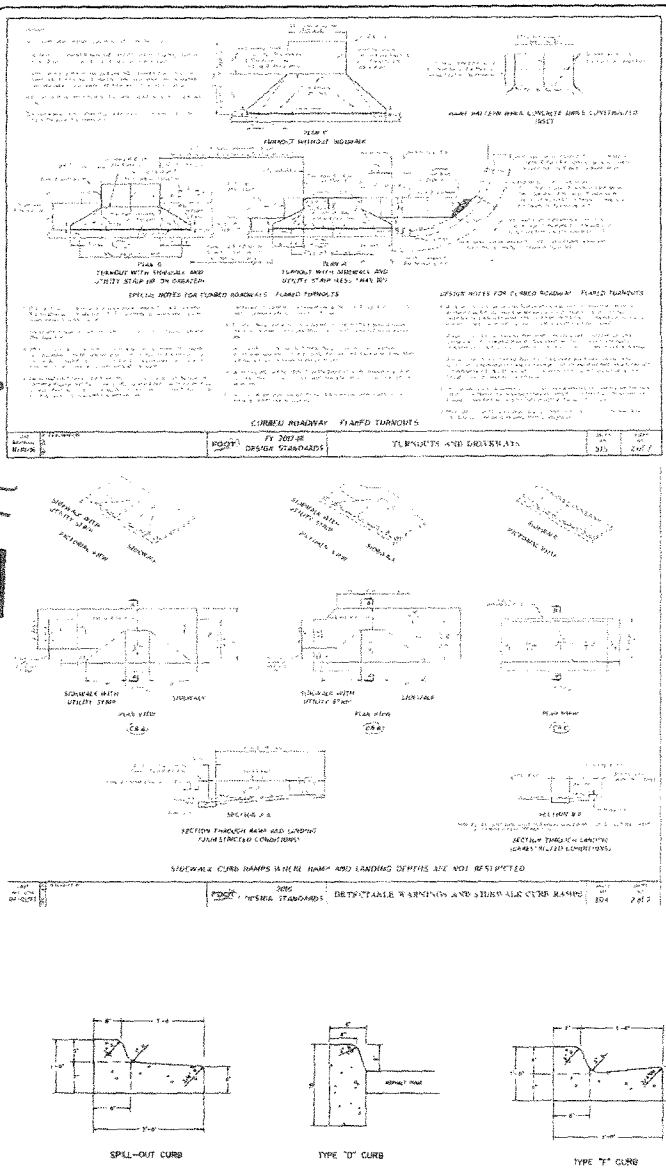
ROBERT L. ROGERS, STATE OF FLORIDA PROFESSIONAL ENGINEER, NUMBER 10027
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A SITE PLAN
FOR
SPX FLOW TECHNOLOGIES
Grading & Drainage Plan

DATE: 12-12-17
SCALE: 1" = 10'

SHEET: 1 OF 1
CROSS

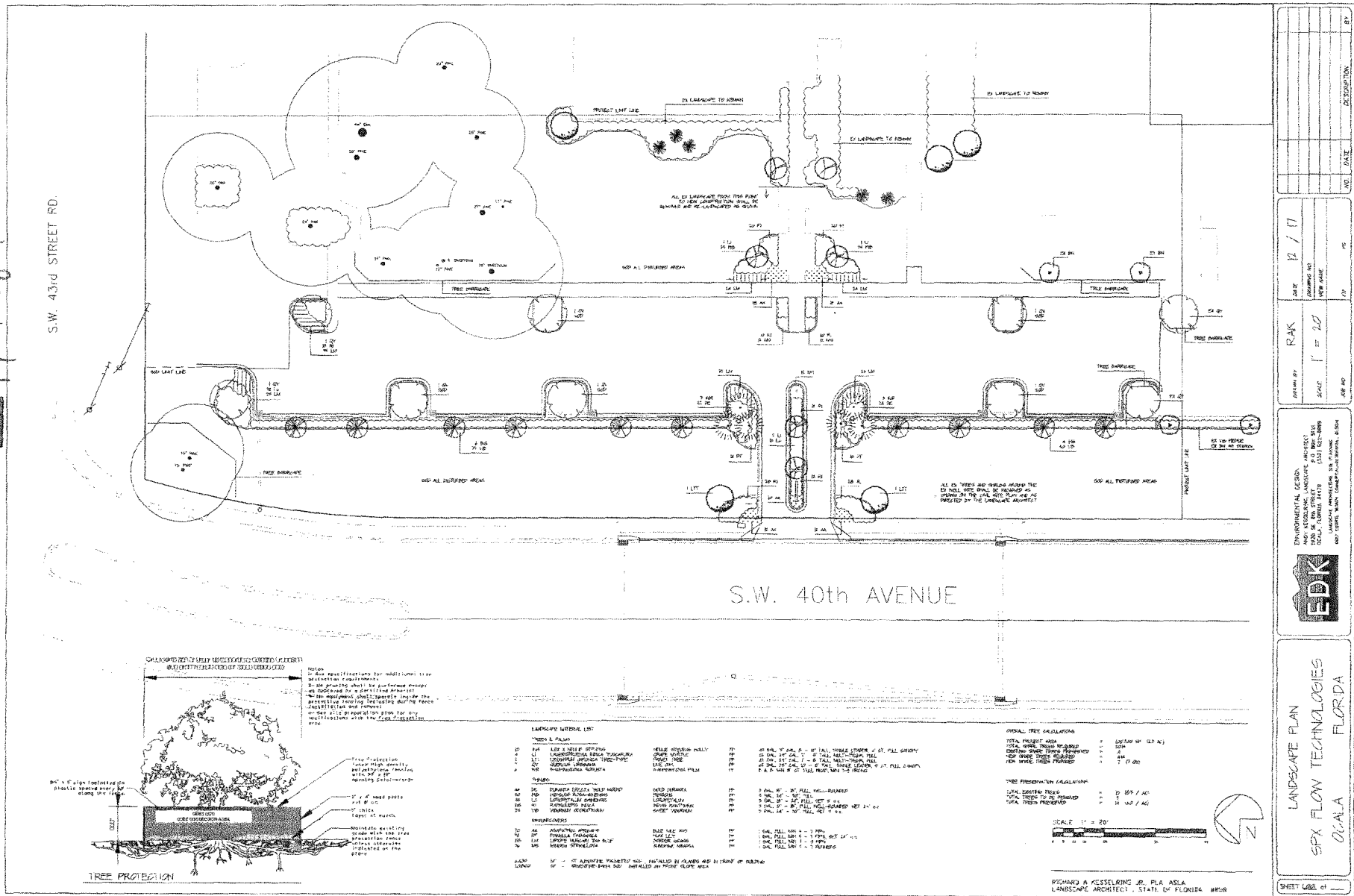


ROGERS ENGINEERING, LLC
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1000 N. W. 10th Ave., Suite 100, Ft. Lauderdale, FL 33304
Phone: (954) 561-1234 Fax: (954) 561-1235
www.rogersengineering.com

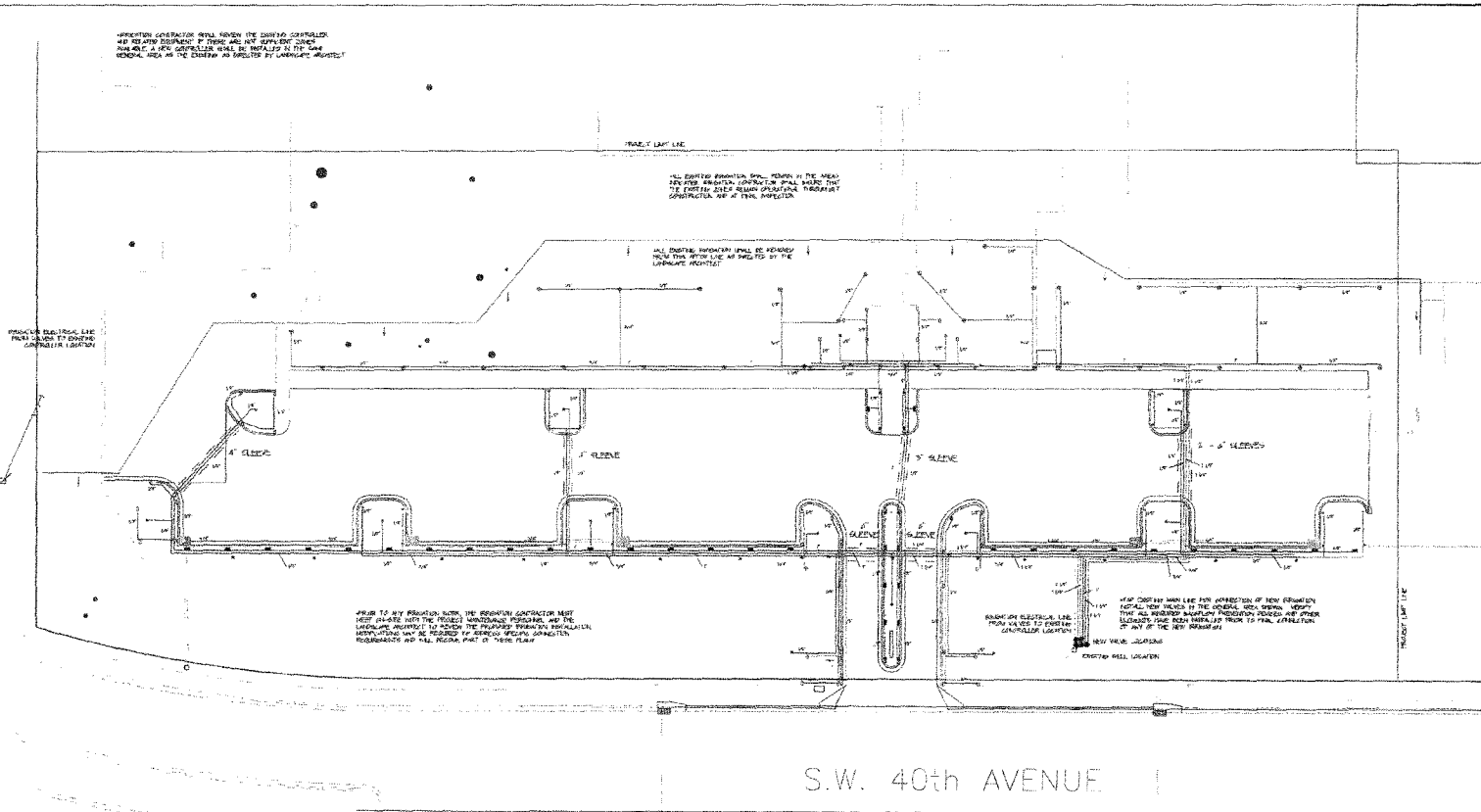
A SITE PLAN FOR SPX FLOW TECHNOLOGIES Construction Detail Sheet

ROBERT L. ROGERS
PROFESSIONAL ENGINEER
FLORIDA REGISTRATION NO. 16027

DATE: 12-08-17
SCALE: (SEE DETAILS)
SHEET: 0005



S.W. 43rd STREET RD.



- PROPOSED LEGEND**
- 1. TRUCK LIFT LINE (SEE NOTE 1)
 - 2. MAINLINE (SEE NOTE 2)
 - 3. LATERAL (SEE NOTE 3)
 - 4. VALVE (SEE NOTE 4)
 - 5. PUMP STATION (SEE NOTE 5)
 - 6. TRUCK LIFT LINE (SEE NOTE 1)
 - 7. MAINLINE (SEE NOTE 2)
 - 8. LATERAL (SEE NOTE 3)
 - 9. VALVE (SEE NOTE 4)
 - 10. PUMP STATION (SEE NOTE 5)
 - 11. TRUCK LIFT LINE (SEE NOTE 1)
 - 12. MAINLINE (SEE NOTE 2)
 - 13. LATERAL (SEE NOTE 3)
 - 14. VALVE (SEE NOTE 4)
 - 15. PUMP STATION (SEE NOTE 5)

- PROPOSED LEGEND (CONT.)**
- 16. TRUCK LIFT LINE (SEE NOTE 1)
 - 17. MAINLINE (SEE NOTE 2)
 - 18. LATERAL (SEE NOTE 3)
 - 19. VALVE (SEE NOTE 4)
 - 20. PUMP STATION (SEE NOTE 5)
 - 21. TRUCK LIFT LINE (SEE NOTE 1)
 - 22. MAINLINE (SEE NOTE 2)
 - 23. LATERAL (SEE NOTE 3)
 - 24. VALVE (SEE NOTE 4)
 - 25. PUMP STATION (SEE NOTE 5)



RICHARD A. KESSELBERG JR., P.L.A., A.S.L.A.
LANDSCAPE ARCHITECT STATE OF FLORIDA 88054

ENVIRONMENTAL DESIGN

ALAN J. KESSELBERG JR., P.L.A., A.S.L.A.

10000 N. FLORIDA AVE. SUITE 100

ORLANDO, FL 32810

TEL: 407.222.1111

FAX: 407.222.1112

WWW.EDKFLA.COM

EDK

ENVIRONMENTAL DESIGN

ALAN J. KESSELBERG JR., P.L.A., A.S.L.A.

10000 N. FLORIDA AVE. SUITE 100

ORLANDO, FL 32810

TEL: 407.222.1111

FAX: 407.222.1112

WWW.EDKFLA.COM

DATE: 12/17

DESIGNED BY: RAK

SCALE: 1" = 20'

CHECKED BY: RAK

DATE: 12/17

PROJECT NO: 10

DATE: 12/17

PROJECT NAME: S.W. 40th AVENUE

PROJECT ADDRESS: S.W. 40th AVENUE

PROJECT CITY: ORLANDO, FL

PROJECT STATE: FL

PROJECT ZIP: 32810

IRRIGATION PLAN

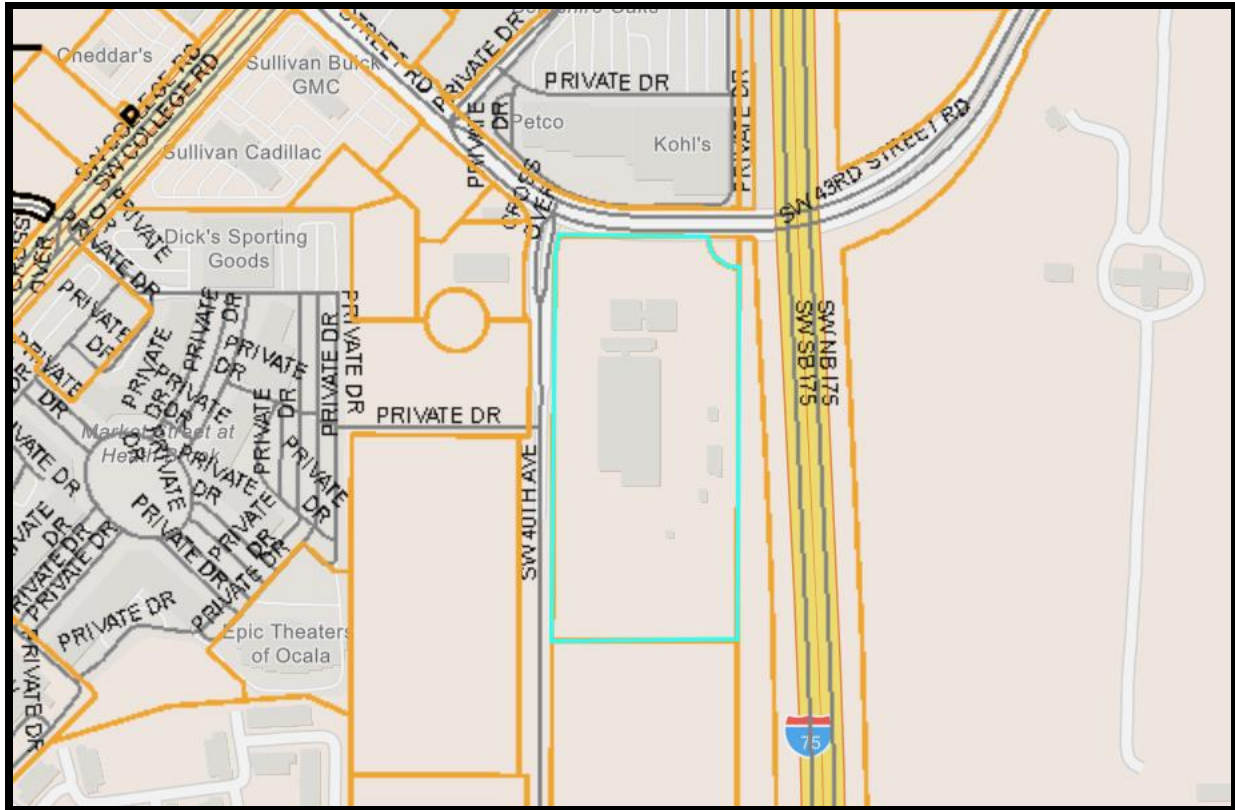
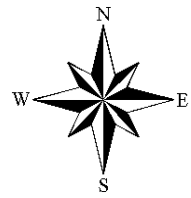
SFX FLOW TECHNOLOGIES

OCALA FLORIDA

SHEET 1002 OF 1002

SHEET 1 of 1

Location Map
PID# 2390-009-000
17.93 Acres +/-
Sec 34 Twp 15 Rge 21
Executive Park
Tract 9 & a 1/12th Interest in Tract A





Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19531

Agenda Date: 7/1/2025

Agenda No.: 7.6.2.

SUBJECT:

Request to Accept a Portion of SW 70th Avenue Road into the Marion County Maintained Road System (Budget Impact - None)

INITIATOR:

Steven Cohoon, P.E., County Engineer

DEPARTMENT:

Office of the County Engineer

DESCRIPTION/BACKGROUND:

SW 70th Avenue Road is located within Marion Oaks Unit Eight, a platted subdivision with public roads and drainage, recorded in Plat Book O, Pages 154-163. In February 2015, the Board approved Resolution Number 15-R-054, vacating a portion of the Marion Oaks Unit Eight plat including a portion of SW 70th Avenue Road, for the benefit of a future school site. The remainder of SW 70th Avenue Road provides access to the school site and other parcels within Marion Oaks Unit Eight.

A portion of SW 70th Avenue Road was recently constructed, associated with the Elementary School "W" Offsite Improvements (AR 31863), as submitted by Kimley-Horn and Associates, Inc. on behalf of Marion County Public Schools. While portions of the road remain unconstructed, an extension of the road was improved west of Marion Oaks Manor to provide access to the school site.

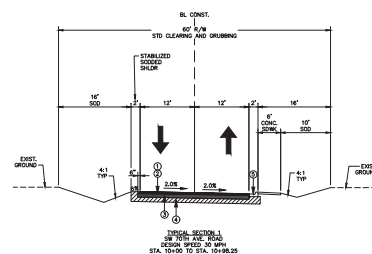
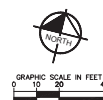
The new roadway segment has been designed and constructed in accordance with Marion County's engineering and construction standards. Staff recommends that this extension be accepted into the Marion County Maintained Road System upon successful final inspection, confirmation of compliance, and completion of the warranty period to ensure long-term performance and durability.

BUDGET/IMPACT:

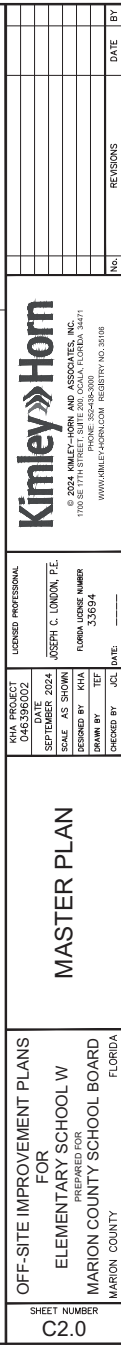
None

RECOMMENDED ACTION:

Motion to accept a portion of SW 70th Avenue Road, constructed with Elementary School "W" Offsite Improvements (AR 31863), into the Marion County Maintained Road System, upon satisfactory completion of final inspection and the required warranty period.



OFF-SITE IMPROVEMENT PLANS FOR ELEMENTARY SCHOOL W MARION COUNTY SCHOOL BOARD MARION COUNTY	SHEET NUMBER EX - A	EXHIBIT A	DRAW FILE NO. 0-6000002	LICENSED PLOT DESIGNER Kimley»Horn 920 HUNTER PARKWAY ASSOCIATES, INC. 1700 SE 17TH STREET SUITE 200, GAITHERSBURG, MD 20878 WWW.KIMLEY-HORN.COM TEL: 301.388.1100
			DATE MAY 22/25	







Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19573

Agenda Date: 7/1/2025

Agenda No.: 7.6.3.

SUBJECT:

Request Approval of an Indemnification Agreement Between Sabana Owner, LLC and Marion County for the Proposed Sabana Reserve Subdivision, Application Number 32367 (Budget Impact - None)

INITIATOR:

Steven Cohoon, P.E., County Engineer

DEPARTMENT:

Office of the County Engineer

DESCRIPTION/BACKGROUND:

This is a request seeking approval of an Indemnification Agreement associated with Land Development Code Section 2.18.4.E, which allows for up to 10 building lots to be constructed in a subdivision prior to recording the Final Plat. The five (5) conditions outlined in the proposed Indemnification Agreement have been met and the County Attorney's office has approved the proposed agreement for Sabana Reserve Subdivision. This will allow up to 20 individual permits for the construction of 10 building lots prior to Final Plat approval.

This subdivision is located in the southwest portion of the County and contains 202 lots and four (4) tracts on 47.28 acres with 1.17 miles of roads.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve the attached Indemnification Agreement between Sabana Owner, LLC and Marion County for the proposed Sabana Reserve Subdivision and authorize the Chairman and Clerk to execute the same.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Pool Aaron (Dept) Office of the County Engineer - 4121
(Title) Land Development Manager (Phone) 8338
Signature *Aaron M. Pool* Date Wednesday, June 18, 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 attached Indemnification Agreement for Sabana Reserve. The Indemnification agreement was corrected to comply with Ordinance 24-31.

The

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, July 1, 2025
Agenda Deadline Date for Legal: Friday, June 6, 2025 Agenda Deadline Date for Admin: Thursday, June 19, 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. 2025-533

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- AT at 1:31 pm, Jun 18, 2025

Attorney Signature: *Thomas Schwartz* Date 6/18/25

Staff Signature: *Anthony Tuck* Date: 6/18/25 Returned: ☒ Department ☐ Admin ☐ _____
Completed

INDEMNIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between Sabana Owner LLC, “Developer”, and Marion County, a political subdivision of the State of Florida (“County”).

WITNESSETH:

WHEREAS, the Developer hereby represents to the County that:

- A. The preliminary plat for the Project has been approved, and
- B. All permits required by Federal, State, or Local governmental agencies including appropriate Water Management Districts, have been obtained and copies provided to the Marion County Engineering Department, and
- C. The improvement plans for the Project have been approved, and
- D. Compliance has been met and will be maintained with State Fire Code, and
- E. The Development is being serviced by a central sewer and central water system, now therefore

IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable considerations, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns:

1. **Building Permits.** Developer is currently developing a parcel of real property in Marion County, Florida into a residential community identified as Sabana Reserve (the “Project”). Developer has requested that the County issue to it up to 20 individual permits for the construction of 10 building lots at the Project. County has agreed to issue the requested building permits, contingent upon the releases and indemnification obligation of Developer contained within this Agreement. In consideration for the agreement by the County to issue the requested building permits, Developer has agreed to provide to the County the releases and indemnity agreement set forth below.
2. **Release.** Developer hereby releases the County and its agents and employees from any claims and damages, now existing or hereafter accruing, related in any way to the issuance of the building permits for residential homes at the Project prior to the recording of the plat of the Project. Developer agrees that the County shall incur no liability through the issuance of the referenced building permits. Developer acknowledges that it will not be able to obtain final Certificates of Occupancy with respect to the residential units for which the building permits are issued until the plat is recorded.
3. **Indemnity.** Developer does hereby agree to indemnify and hold the County harmless from and against any and all claims, damages, losses, expenses (including but not limited to attorneys’ fees), causes of action, judgments, liabilities arising out or resulting from, in any fashion, the issuance of building permits by the County described previously in this Agreement. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure Developer for Developer’s negligence.

4. **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorney's fees, specifically including any appellate or bankruptcy proceeding related thereto. 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, with respect to actions in tort or contract.
5. **Binding Effect.** The Agreement shall be binding upon the parties and their respective successors and assigns.
6. **Authorization.** The undersigned representative of the Developer hereby represents to the County that he is fully authorized by the Developer to represent the Developer in agreeing to the terms and conditions of this Agreement.
7. **Changes.** County reserves the right to suspend issuance of building permits pursuant to this agreement in the event unexpected changes occur on the Project's site including but not limited to the presence of endangered or threatened species on the site.

IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement on the year and date above stated.

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

ATTEST:

Gregory C. Harrell, Clerk

Kathy Bryant, Chairman

Approved as to Form
and Legal Sufficiency

Matthew G. Minter
Marion County Attorney

WITNESSES:

Print Name: Fahini K. Bala
Address: 2980 SE 183rd Ave
Ocala, FL 32139

Print Name: Aaron Pool
Address: 412 SE 25th Ave
Ocala, FL 34471

DEVELOPER

By: _____
Print Name: _____
Rafael Celis
Estela Living LLC
Sabana Owner LLC



ESTELA LIVING - SABANA FARMS

(A PLANNED UNIT DEVELOPMENT)

A PORTION OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST

MARION COUNTY, FLORIDA

PLAT BOOK ___, PAGE ___
SHEET 1 OF 5

SURVEYOR'S NOTES:

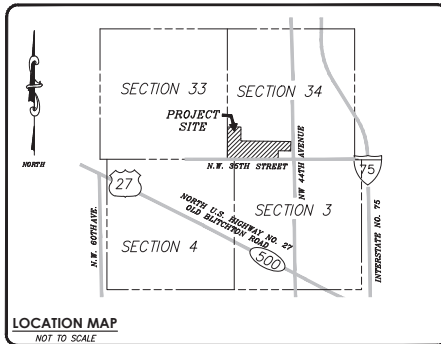
1. A 5/8 INCH DIAMETER IRON ROD WITH CAP NO. LB8071 WILL BE SET AT EACH LOT AND TRACT CORNER AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN SUBSECTION 177.09(9), FLORIDA STATUTES.
2. NO LOT SHALL BE DIVIDED OR RE-SUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNITS. A REPEAT IS FILED WITH MARION COUNTY, WHICH REPEAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY.
3. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT, AND COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
4. THIS PLAT IS 5 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR DEDICATIONS, NOTES AND LEGAL DESCRIPTION SEE SHEET 1, FOR DETAIL OF BOUNDARY SEE SHEET 2, FOR DETAIL OF LOT DIMENSIONS SEE SHEETS 3, 4, AND 5.
5. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
6. BEARINGS ARE ASSUMED BASED ON THE WEST BOUNDARY OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, AS BEING N.00303567.
7. STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.
8. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
9. ALL LOTS/TRACTS IN THIS SUBDIVISION SHALL USE THE INTERNAL SUBDIVISION ROADWAYS FOR DRIVEWAY/VEHICLE ACCESS.
10. CURRENT ZONING IS PLD (PLANNED UNIT DEVELOPMENT), CURRENT LAND USE IS MEDIUM RESIDENTIAL.
11. PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
12. ADVISORY NOTICE ~ ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY NUMBER NO. 1205303526, MARION COUNTY, FLORIDA DATED APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES "X" ~ AN AREA OF MINIMAL FLOOD HAZARD, AND FLOOD ZONE "AE" AN AREA WITHIN THE 100 YEAR FLOOD HAZARD AREA. THE FLOODING LIMITS HAVE NOT BEEN IDENTIFIED HEREON AS CURRENTLY ESTABLISHED AT THE TIME OF THE FINAL PLAT RECORDING. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE FLOOD HAZARD ZONE WITHIN TWELVE MONTHS OF RECORDATION OF THE FINAL PLAT. ALL PERSONS WITH AN INTEREST IN THE LANDS DESCRIBED HEREON SHOULD EVALUATE THE CURRENT FLOODPLAIN LIMITS AS THEY MAY BE AMENDED FROM TIME TO TIME AS DETERMINED BY FEMA.
13. ALL PERSONS WITH AN INTEREST IN THE LANDS DESCRIBED HEREON SHOULD EVALUATE THE CURRENT FLOODPLAIN LIMITS AS THEY MAY BE AMENDED FROM TIME TO TIME AS DETERMINED BY FEMA.
14. THIS PLAT CONTAINS 202 LOTS, 4 TRACTS AND 1.17 MILES OF ROAD.
15. THIS PROJECT HAS NOT BEEN GRANTED CONCURRENTLY APPROVAL AND/OR GRANTED AND/OR RESERVED ANY PUBLIC FACILITY CAPACITIES. FUTURE RIGHTS TO DEVELOP THE RESULTING PROPERTIES ARE SUBJECT TO A DEFERRED CONCURRENCY DETERMINATION, AND FINAL APPROVAL TO DEVELOP THE PROPERTY HAS NOT BEEN OBTAINED. THE COMPLETION OF CONCURRENT REVIEW AND/OR APPROVAL IS DEFERRED TO A LATER DEVELOPMENT REVIEW STAGE.
16. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INITIAL PLACEMENT OF QUADRANT STREET SIGNS WITHIN THE SUBDIVISION. THE PIONEER RANCH HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF QUADRANT STREET SIGNS FOR THIS SITE.
17. THE SUBDIVISION SHALL BE SERVED BY CENTRAL WATER AND CENTRAL SEWER SYSTEMS.
18. POTABLE WATER AND FIRE FLOW TO BE SUPPLIED BY MARION COUNTY'S SE REGIONAL UTILITY SYSTEMS.
19. DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT P.T., WHICHEVER IS LESS.
20. EASEMENTS ARE SHOWN IN PLAT AND DETAILS ON THE PLAT. EASEMENTS LIMITING THE FOREGOING, EACH LOT SHALL BE SUBJECT TO A TEN FOOT (10') DRAINAGE, ACCESS AND UTILITY EASEMENT ALONG THE FRONT LOT LINE; FIVE FOOT (5') DRAINAGE EASEMENT AND UTILITY EASEMENT ALONG THE SIDE LOT LINES; AND 10' DRAINAGE EASEMENT ALONG THE REAR LOT LINE. ALL PUBLIC UTILITY, PRIVATE UTILITY COMPANIES AND GOVERNMENTAL AGENCIES ARE GRANTED THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN AND OPERATE UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS.
21. ADVISORY NOTICE ~ THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS A CONDITION PRECEDENT TO THE APPROVAL AND ACCEPTANCE OF THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS, DOES HEREBY NOTIFY ALL PRESENT AND FUTURE OWNERS OF THE PROPERTY DESCRIBED HEREON THAT THE LANDS INCLUDED IN THIS PLAT ARE SUBJECT TO SPECIAL ASSESSMENTS AS MAY BE PERMITTED BY LAW TO FINANCE COSTS INCURRED IN CONNECTION WITH THE MAINTENANCE, OPERATION AND CONSTRUCTION OF INFRASTRUCTURE AS DETERMINED NECESSARY IN THE OPINION OF SAID BOARD OR OTHER GOVERNING BODY HAVING JURISDICTION.
22. PORTIONS OF TRACTS B, C AND D DEPICTED HEREON ARE DESIGNATED AS MARION FRIENDLY LANDSCAPE AREAS. MARION FRIENDLY LANDSCAPE AREAS ARE DEFINED AS THAT PORTION OF A NEW OR EXPANDED DEVELOPMENT THAT THROUGH THE APPROVED DEVELOPMENT PLANS, DOCUMENTS, AND DEED RESTRICTIONS IS 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 TURFOSS IS PROHIBITED.
23. THIS PLAT IS SUBJECT TO THE FOLLOWING:
 - 23.1. THE SUBJECT PROPERTY IS SUBJECT TO MORTGAGE AND SECURITY AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 8478, PAGE 459.
 - 23.2. SEPARATE INSTRUMENT SERVING AS JOINDER AND CONSENT FOR A MORTGAGE OR OTHER PARTY OF INTEREST OF THE PLAT DEPICTED HEREON HAS BEEN SEPARATELY FILED AND RECORDED IN MORTGAGE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK ___, PAGE ____.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S CERTIFICATE:

I, CHRISTOPHER J. HOWSON, P.S.M., BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL LICENSED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES AND IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE AND THAT THIS PLAT DOES NOT ADVERSELY AFFECT THE LEGAL ACCESS OF ADJACENT PARCELS.

BY: CHRISTOPHER J. HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471



LEGAL DESCRIPTION:

BEING A PORTION OF THE SOUTH 1/2 OF THE S.W. 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, LYING WEST OF N.W. 44TH AVENUE (RIGHT OF WAY WIDTH VARIES), MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.W. CORNER OF SAID SECTION 34; THENCE ALONG THE WEST BOUNDARY OF THE 1/4 OF SAID SECTION 34, N.00303567, A DISTANCE OF 1316.08 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE S.W. 1/4 OF SAID SECTION 34; THENCE DEPARTING THE WEST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 34, ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE S.W. 1/4 OF SAID SECTION 34, S.893831"E, A DISTANCE OF 545.71 FEET TO THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8443, PAGE 1022 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE S.W. 1/4 OF SAID SECTION 34, ALONG THE EASTERLY BOUNDARY AND NORTHERLY BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES: (1) S.0029715"W, A DISTANCE OF 587.88 FEET; (2) THENCE S.892235"E, A DISTANCE OF 2034.93 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. 44TH AVENUE (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.003424"W, A DISTANCE OF 383.28 FEET TO THE N.E. CORNER OF LANDS DESCRIBED AS "POND RIGHT OF WAY" IN WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 5071, PAGE 1525 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG THE NORTH BOUNDARY OF SAID "POND RIGHT OF WAY", N.894328"W, A DISTANCE OF 507.88 FEET TO THE N.W. CORNER OF SAID "POND RIGHT OF WAY"; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE WEST BOUNDARY OF SAID "POND RIGHT OF WAY", S.0017254"W, A DISTANCE OF 364.23 FEET TO THE S.W. CORNER OF SAID "POND RIGHT OF WAY" SAID POINT BEING ON THE SOUTH BOUNDARY OF SAID SECTION 34; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF SAID SECTION 34 THE FOLLOWING TWO (2) COURSES: (1) N.892710"W, A DISTANCE OF 1909.87 FEET TO THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 21 EAST; (2) THENCE N.8929204"W, A DISTANCE OF 164.16 TO THE POINT OF BEGINNING.

APPROVAL OF COUNTY OFFICIALS: DEVELOPMENT REVIEW COMMITTEE:

BY: _____ COUNTY ENGINEERING
BY: _____ COUNTY FIRE SERVICES
BY: _____ COUNTY GROWTH SERVICES
BY: _____ COUNTY SURVEYOR
BY: _____ COUNTY UTILITIES
BY: _____ COUNTY BUILDING SAFETY

CLERK OF THE COURT'S CERTIFICATE FOR ACCEPTANCE AND RECORDING:

I, CLERK OF THE CIRCUIT COURT OF MARION COUNTY, FLORIDA, DO HEREBY ACCEPT THIS PLAT OF "ESTELA LIVING - SABANA FARMS" FOR RECORDING. THIS PLAT FILED FOR RECORD THIS ____ DAY, OF ____ 2025, AT ____ A.M./P.M. AND RECORDED ON PAGE ____ OF PLAT BOOK ____ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA.

BY: GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOWN ALL MEN BY THESE PRESENTS, THAT SABANA OWNER LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "DEVELOPER"), IS THE FEE SIMPLE OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS "ESTELA LIVING - SABANA FARMS" BEING IN MARION COUNTY, FLORIDA AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AND DECLARE AS FOLLOWS: THE STORMWATER AND DRAINAGE EASEMENTS AND/OR TRACTS DESIGNATED HEREON ARE HEREBY DEDICATED TO THE PIONEER RANCH COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 198, FLORIDA STATUTES (THE "DISTRICT"). PROVIDED, HOWEVER, THAT THE SAME SHALL BE USED FOR THE CONSTRUCTION AND MAINTENANCE OF STORMWATER AND DRAINAGE FACILITIES AND FOR NO USE INCONSISTENT THEREWITH. MARION COUNTY IS GRANTED AN EASEMENT FOR AND THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON SAID STORMWATER AND DRAINAGE FACILITIES IN THE EVENT OF A LOCAL, STATE OR FEDERAL STATE OF EMERGENCY WHEREIN THE DECLARATION INCLUDES THIS SUBDIVISION OR AN EMERGENCY WHEREIN THE HEALTH, SAFETY OR WELFARE OF THE PUBLIC IS DEEMED TO BE AT RISK. THAT THE UTILITY EASEMENTS SHOWN OR NOTED ARE HEREBY DEDICATED TO THE DISTRICT FOR THE INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF FORCE MAINS, WATER LINES, REUSE WATER LINES, GRAVITY WASTEWATER MAINS AND RELATED WATER, REUSE WATER AND WASTEWATER UTILITY LINES AND EQUIPMENT AND ARE FURTHER RESERVED EXCLUSIVELY FOR SUCH USES BY THE OTHER UTILITIES (MUNICIPAL AND PRIVATE) TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEVELOPER OR ITS SUCCESSORS IN INTEREST.

DEVELOPER HEREBY DEDICATES TRACT "A," AS SHOWN ON THE PLAT, TO THE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION"), ITS SUCCESSORS AND ASSIGNS. DEVELOPER HEREBY GRANTS AND RESERVES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER AND ACROSS TRACT "A," FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS IN FAVOR OF THE FOLLOWING: (A) THE DEVELOPER AND ITS DESIGNATED SUCCESSORS AND ASSIGNS AND INVITEES; (B) ALL PRESENT AND FUTURE RECORD TITLE OWNERS OF THE LOTS AND TRACTS SHOWN ON THIS PLAT AND THEIR RESPECTIVE INVITEES; (C) ANY MAINTENANCE ENTITY(IES) GRANTED JURISDICTION OVER ANY OF THE LANDS DESCRIBED IN THE PLAT; (D) THE DISTRICT; (E) SECO ENERGY AND OTHER PUBLIC AND/OR PRIVATE UTILITY COMPANIES; AND (F) EMERGENCY AND LAW ENFORCEMENT PERSONNEL.

DEVELOPER HEREBY GRANTS AND RESERVES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER AND ACROSS TRACT "A" FOR UTILITIES IN FAVOR OF THE FOLLOWING: (A) THE DEVELOPER AND ITS DESIGNATED SUCCESSORS, ASSIGNS, AND INVITEES; (B) THE DISTRICT; AND (C) SECO ENERGY AND OTHER PUBLIC AND/OR PRIVATE UTILITY COMPANIES.

DEVELOPER HEREBY GRANTS AND RESERVES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER AND ACROSS TRACT "A" FOR DRAINAGE IN FAVOR OF THE FOLLOWING: (A) THE DEVELOPER AND ITS DESIGNATED SUCCESSORS, ASSIGNS, AND INVITEES; AND (B) THE DISTRICT.

TRACTS "B," "C," AND "D" ARE RESERVED AS DRAINAGE RETENTION, STORM DRAINAGE, UTILITIES, INGRESS AND EGRESS, OPEN SPACE, ACCESS, AND LANDSCAPING TO BE OWNED AND MAINTAINED BY THE ASSOCIATION. DRAINAGE RETENTION AREAS AND DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED AS PRIVATE TO THE ASSOCIATION FOR THE CONSTRUCTION AND MAINTENANCE OF SUCH FACILITIES. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON SAID TRACTS IN THE EVENT OF A LOCAL, STATE OR FEDERAL STATE OF EMERGENCY IF THE DECLARATION OF EMERGENCY INCLUDES THIS SUBDIVISION, OR AN EMERGENCY WHEREIN THE HEALTH, SAFETY OR WELFARE OF THE PUBLIC IS DEEMED TO BE AT RISK.

TRACT "C" IS HEREBY DEDICATED PUBLICLY AS A LIFT STATION SITE TO BE CONVEYED IN FEE SIMPLE TITLE TO AND TO BE MAINTAINED BY MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA.

DEVELOPER HEREBY GRANTS TO THE DISTRICT, SECO, AND OTHER PUBLIC AND PRIVATE UTILITY COMPANIES, A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER ALL DRAINAGE, ACCESS, AND UTILITY EASEMENTS, AS SHOWN HEREON, FOR ACCESS, INSTALLATION, MAINTENANCE, AND OTHER PURPOSES INCIDENTAL THERETO.

WITNESSES:

WITNESS SIGNATURE
PRINT NAME: _____
ADDRESS: 426 SW 15TH ST., OCALA, FL 34471

WITNESSES:

WITNESS SIGNATURE
PRINT NAME: _____
ADDRESS: 426 SW 15TH ST., OCALA, FL 34471

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARION

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2025, BY F. CHRISTOPHER ARMSTRONG, AS MANAGER OF CASA HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS AUTHORIZED MEMBER OF ARMSTRONG BROTHERS DEVELOPMENT GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SOLE MEMBER OF FREEDOM COMMONS DEVELOPMENT, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF SUCH COMPANIES.

PERSONALLY KNOWN OR PRODUCED IDENTIFICATION

TYPE OF IDENTIFICATION PRODUCED:

NOTARY PUBLIC

PRINT NAME: _____
NOTARY SEAL:

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS:

THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2025 THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA.

BY: KATHY BRYANT, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

BY: GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT





Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19530

Agenda Date: 7/1/2025

Agenda No.: 7.7.1.

SUBJECT:

Request Approval of Water Main Extension Connection Agreement WME-106-O Between New Home, LLC, and Marion County Utilities (Budget Impact - Neutral; expenditure of \$700)

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 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 is required to connect to the public water main provided by Marion County Utilities (MCU), which results in installing 185 feet of water main across the parcel's frontage, which will create a benefit for one (1) additional parcel. MCU's \$700 cost is for design fee only, as the property owner is using their own underground utility contractor to complete the work.

Total Project Cost	\$12,154.25	\$11,454.25 + \$700 design
Per Parcel Cost	\$6,077.13	Two (2) parcels

BUDGET/IMPACT:

Neutral; project cost is \$700. 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.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hyde Carrie (Dept) Utilities - 7130
Last First
(Title) Development Review Supervisor (Phone) 352-307-6168
Signature *Carrie Hyde* Date Tuesday, June 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-106-O / PA# 8012-1441-05 Marion Oaks / New Home LLC

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, July 1, 2025
Agenda Deadline Date for Legal: _____ Agenda Deadline Date for Admin: Tuesday, June 17, 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. 2025-493

Assigned to: ☐ Matthew Guy Minter, ☐ Dana E. Olesky, ☒ Thomas Schwartz ☐ Valdoston Shealey
County Attorney Chief Asst. County Attorney Asst. County Attorney Asst. County Attorney

Outcome:

☒ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED

By Marion County Attorney- AT at 2:25 pm, Jun 04, 2025

Attorney Signature: *Thomas Schwartz* Date: 6/5/25
Staff Signature: *Anthony Jack* Date: 6/5/25 Returned: ☒ Department ☐ Admin ☐ _____
Completed



MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: WME-106-O

SECTION 1. REQUEST. Property owner ("Owner") NEW HOME LLC whose complete and principal address is 14334 BISCAYNE BLVD, NORTH MIAMI, FL 33181-1206, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") provide service from its central utility system ("System") to Owner's parcel(s) below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation to extend the water main line ("Main") per engineered construction plans is at its sole expense.

Parcel ID Number	Use (Structure Type)	Number of Units
8012-1441-05	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel, including any future division of said parcel ["Benefitting Parcel"]: **8012-1442-10**

Owner agrees that time is of the essence for the whole of this project. Therefore, Parties specifically agree if Main construction does not commence for any reason within ninety (90) days of the full execution of this Agreement, County may unilaterally terminate same without penalty to County. In order to preserve fair market conditions and using best available information at the time of this Agreement, Owner shall select an option below to (a) accept County's bid price of \$18,016 for which Owner agrees to be liable for all Work defined in the Main construction plan; authorizing County to bill and collect for same prior to the start of any construction; and authorizing County to coordinate construction pursuant to Owner's permit oversight and processing, or (b) select Owner's preferred contractor to construct Main, providing a copy of its accepted contractor's proposal within 30 calendar days, and at a cost not to exceed County's low bid, and provide for Main construction commencement within 90 calendar days; both schedules relative to the date this Agreement is recorded in the public records of Marion County, Florida. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than 10 calendar days of the issuance date of County's default notice to Owner. A portion of construction costs expended by Owner may be recoverable by Owner if (a) Owner has not defaulted under any monetary obligation owed to County with regard to County's utility service to Owner, and (b) a Benefitting Parcel connects to County's System within a period not to exceed seven (7) years from Main's DEP Clearance date on file with County. If said conditions are met, a Benefitting Parcel Share ("BPS") will be collected by County of any Benefitting Parcel identified in Section 2 prior to connection to its System based either upon a pro-rata share of (a) County's bid price, or **(b) Owner's preferred contractor's actual price** if lower and paid directly to Owner's Contractor, and that BPS will be remitted to Owner's address on file, less any delinquent amount owed by Owner to County with regard to County's utility service to Owner. **BPS totals \$6,077.13** and is based upon [☐] **(a) County's lowest bid** or [☒] **(b) Owner Contractor's bid price of \$11,454.25 plus County design cost of \$700 for a total project cost of \$12,154.25**. If Owner Contractor's cost is lower on its post-construction Bill of Sale than its pre-construction quote, BPS pro-rata rebate will be adjusted lower and this Agreement will be amended to reflect the actual adjusted BPS that MCU will collect and rebate to Owner. Notwithstanding anything to the contrary, Owner shall not be entitled to any reimbursement from the transmission component of applicable County capital charges by virtue of constructing Main. Owner acknowledges by signature of this Agreement that circumstances outside County's control could result in NO REIMBURSEMENT to Owner from any Benefitting Parcel.

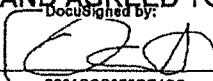
SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, 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 other representation or agreement as to 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 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 (e) 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 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: NEW HOME LLC


Signed _____
200ABCC8F2DE4CC...

Jacinto Silveira
Printed, AMBR _____ Date _____

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

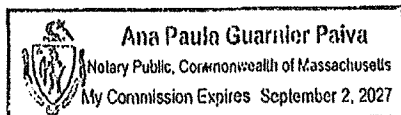
WITNESS: K Rodriges
Karina Rodrigues 05/30/25
Printed _____ Date _____

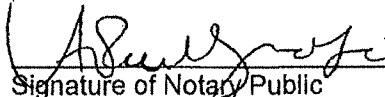
WITNESS: João Pedro Rosa
João Pedro Rosa 05/30/25
Printed _____ Date _____

STATE OF MA, COUNTY OF Duke

The foregoing Water Main Extension Connection Agreement WME-106-O was acknowledged before me by means of ☒ physical presence or _____ online notarization this 30 day of April, 2025 by Aeris Jacinto Silveira as AMBR for NEW HOME LLC who is _____ personally known to me or K produced identification (type/# DL).

NOTARY SEAL




Signature of Notary Public

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

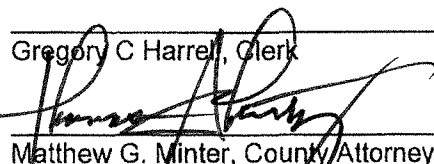
MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

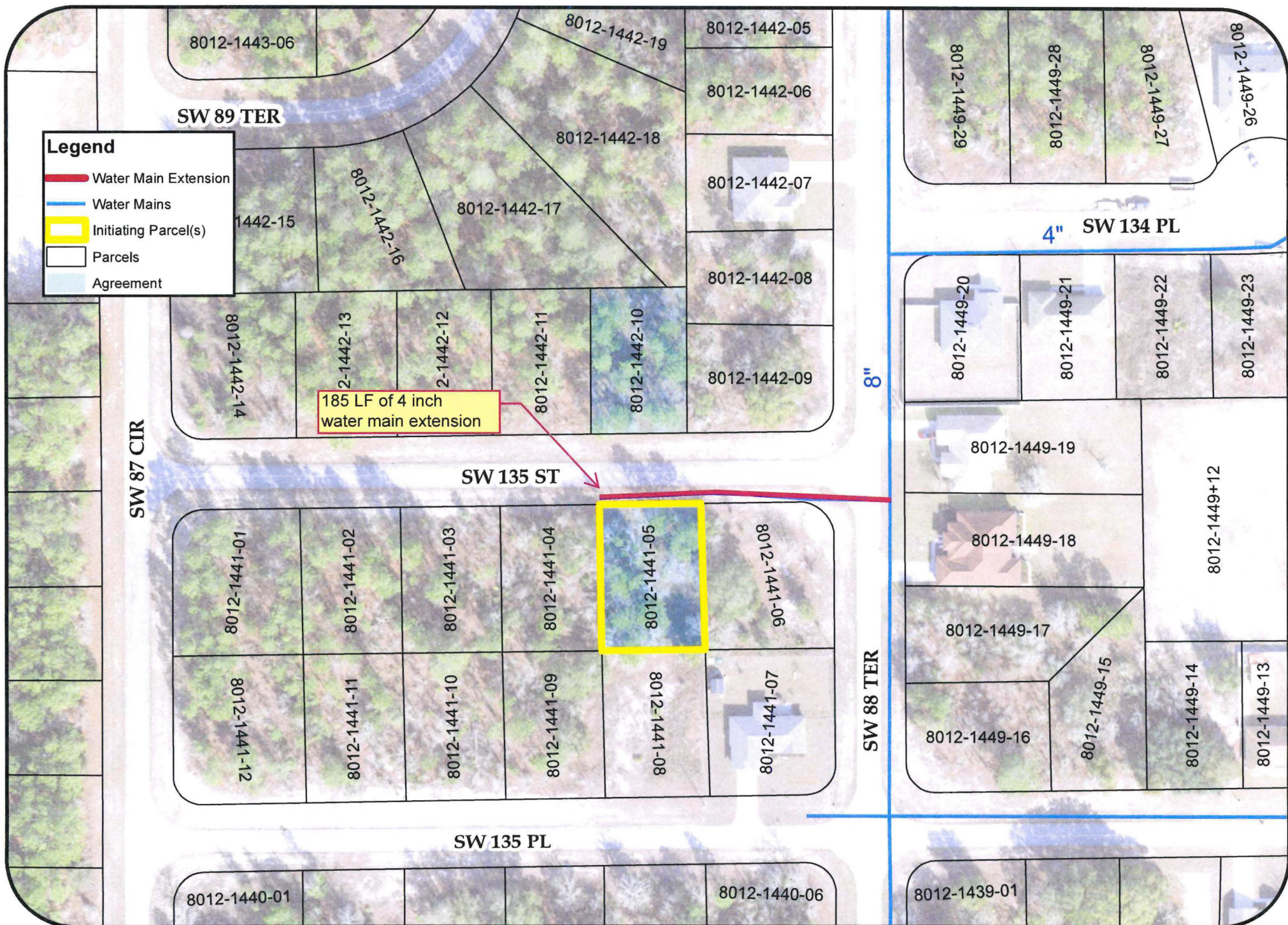
Kathy Bryant, Chairman _____ Date _____

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: 6/3/2025
Reference Scale: 1" = 103'

Water Main Extension Exhibit 1 - Location Map

8012-1441-05 | Marion Oaks
WME-106 | New Home LLC

Marion County Utilities
Water & Sewer Map



C&M PIPE AND EXCAVATION, INC.

6060 NW 59TH AVENUE OCALA, FL 34482

OFFICE: (352) 262-0358

cmpipeandexcavationinc@gmail.com

BID PROPOSAL

PROPOSAL DATE: 3/4/2025

Job Name: WME-106 PID #8012-1441-05 (4" MARION OAKS WATER MAIN EXTENSION)

Job Location: SW 38TH TERRACE AND SW 135TH STREET OCALA, FL 34473

Contractor: MARTINS DEVELOPMENT **Contact Person:** JOHN OLIVEIRA **Phone:** 508-560-2553

Email: john@martinsdevelopmentllc.com **Address:** 7600 SOUTHLAND BLVD ST. 101 ORLANDO, FL 32809

TYPE	DESCRIPTION	LABOR & EQUIP. UNIT COST	UNIT	QTY.	TOTAL
DEMOLITION/LAND CLEARING					
	NONE TO BID ON PLANS				
SITEWORK					
	NONE TO BID ON PLANS				
ASPHALT AND CONCRETE					
	NONE TO BID ON PLANS				
STORM DRAINS					
	NONE TO BID ON PLANS				



C&M PIPE AND EXCAVATION, INC.

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OFFICE: (352) 262-0358

cmpipeandexcavationinc@gmail.com

BID PROPOSAL

PROPOSAL DATE: 3/4/2025

ROOF DRAINS					
	NONE TO BID ON PLANS				
SANITARY SEWER					
	NONE TO BID ON PLANS				
FORCE MAIN					
	NONE TO BID ON PLANS				
WATER/IRRIGATION					
	4" C900 DR18	19.00	LF	185	3,515.00
	CONNECT TO EXISTING W/M	500.00	EA	1	500.00
	SHORT SINGLE SERVICE ASSEMBLY AND METER BOX	500.00	EA	1	500.00
	2" BLOW-OFF ASSEMBLY	500.00	EA	1	500.00
	HYDROSTATIC PRESSURE TESTING	1,500.00	EA	1	1,500.00
	BACTERIOLOGICAL SAMPLING/TESTING	350.00	EA	1	350.00
<i>MATERIALS:</i>	<i>CORE AND MAIN</i>				4,589.25
FIRE LINE					
	NONE TO BID ON PLANS				
MISCELLANEOUS					
	NONE TO BID ON PLANS				



C&M PIPE AND EXCAVATION, INC.

6060 NW 59TH AVENUE OCALA, FL 34482

OFFICE: (352) 262-0358

cmpipeandexcavationinc@gmail.com

BID PROPOSAL

PROPOSAL DATE: 3/4/2025

GRAND TOTAL

\$11,454.25

Conditions or Special Instructions:

- The contractor will supply all staking and density testing for the subcontractor, if required.
- Line items cannot be added or removed without the consent of C&M Pipe and Excavation, Inc. and its owners.
- If the duration of the job is over thirty (30) days, then payment is due NET thirty (30) days from the completion of the work with no retainage held. If retainage is agreed to and held, it must be paid by the contractor to the subcontractor within thirty (30) days of all underground testing and punch-out items having been completed. Retainage rates will be discussed and agreed upon between the contractor and subcontractor before implementation.
- If Job is less than thirty (30) days in duration, then payment will be due in full within fifteen (15) days of completion of work.
- Due to the varied market adjustments, material prices from all suppliers are only valid for thirty (30) days from the proposal date.
- This pricing includes all labor, equipment, and materials.
- The Pricing above does not include engineering, permits, staking/layout, density testing, landscaping, irrigation, sodding, seed and mulch, fencing, MOT, asphalt patching or repair, sinkhole repair, unsuitable



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6060 NW 59TH AVENUE OCALA, FL 34482

OFFICE: (352) 262-0358

cmpipeandexcavationinc@gmail.com

BID PROPOSAL

PROPOSAL DATE: 3/4/2025

material removal/replacement, utility conflicts, and any unforeseen or unbid quantities unless otherwise specified.

- If yardage, linear footage, square yardage, square footage, or quantities increase, pricing will increase as well.
- The proposal was made with plans dated January 2025 by Kimley Horn.
- The Subcontractor has the right to change orders if necessary.
- The pricing of this proposal is only applicable to this proposal and cannot be transferred to another proposal or job location.
- The subcontractor will coordinate hydrostatic pressure testing and inspection with MCU and will provide bacteriological sampling results from U.S. Water.



C&M PIPE AND EXCAVATION, INC.

6060 NW 59TH AVENUE OCALA, FL 34482

OFFICE: (352) 262-0358

cmpipeandexcavationinc@gmail.com

BID PROPOSAL

PROPOSAL DATE: 3/4/2025

THANK YOU FOR THE OPPURTUNITY TO BID. WE LOOK FORWARD TO WORKING WITH YOU!

-C&M PIPE AND EXCAVATION

ACCEPTANCE OF PROPOSAL:	Proposed costs, specifications, and conditions detailed above are accepted and specified work is authorized to begin on the agreed upon date. Payment for services rendered will be due within thirty (30) days of the completion of the work or the end of the next billing cycle.	<i>Bid Proposal may be withdrawn if not accepted in 30 days</i>
--------------------------------	---	--

Printed Name: David Martins

Title: GC – Martins Development

Signature: 

Date: 3/18/25



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19532

Agenda Date: 7/1/2025

Agenda No.: 7.7.2.

SUBJECT:

Request Approval of Water Main Extension Connection Agreement WME-108-O Between New Home, LLC, and Marion County Utilities (Budget Impact - Neutral; expenditure of \$700)

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 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 is required to connect to the public water main provided by Marion County Utilities (MCU), which results in installing 143 feet of water main across the parcel's frontage. MCU's \$700 fee covers only the design of the water main extension, as the property owner is using their own underground utility contractor to complete the work. There are no benefitting parcels improved as a result of this work. The total project cost is \$19,626.02, which includes the \$700 design fee.

BUDGET/IMPACT:

Neutral; project cost is \$700. 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.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hyde Carrie (Dept) Utilities - 7130
Last First
(Title) Development Review Supervisor (Phone) 352-307-6168
Signature *Carrie Hyde* Date Tuesday, June 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-108-O / PA# 8011-1407-28 Marion Oaks / New Home LLC

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, July 1, 2025
Agenda Deadline Date for Legal: _____ Agenda Deadline Date for Admin: Tuesday, June 17, 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. 2025-492

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- AT at 2:24 pm, Jun 04, 2025

Attorney Signature: *Thomas Schwartz* Date 6/5/25
Staff Signature: _____ Date: _____ Returned: ☐ Department ☐ Admin ☐ _____
Completed



MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: WME-108-O

SECTION 1. REQUEST. Property owner ("Owner") NEW HOME LLC whose complete and principal address is 14334 BISCAYNE BLVD, NORTH MIAMI, FL 33181-1206, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") provide service from its central utility system ("System") to Owner's parcel(s) below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation to extend the water main line ("Main") per engineered construction plans is at its sole expense.

Parcel ID Number	Use (Structure Type)	Number of Units
8011-1407-28	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past no other unserved parcels.

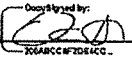
Owner agrees that time is of the essence for the whole of this project. Therefore, Parties specifically agree if Main construction does not commence for any reason within ninety (90) days of the full execution of this Agreement, County may unilaterally terminate same without penalty to County. In order to preserve fair market conditions and using best available information at the time of this Agreement, Owner has elected to [] (1) accept County's lowest bid of \$19,796 or for which Owner agrees to be liable for all Work defined in the Main construction plan; authorizing County to bill and collect for same prior to the start of any construction; and authorizing County to coordinate construction pursuant to Owner's permit oversight and processing, or [✓] (2) **select Owner's preferred contractor to construct Main**, through its accepted contractor's proposal at a total project cost of \$19,626.02 comprised of (2a) \$18,926.02 to be paid to Owner's contractor for permitting and construction and (2b) \$700 to be paid to County for its plan design, and provide for Main construction commencement within 90 calendar days; both schedules relative to the date this Agreement is recorded in the public records of Marion County, Florida. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than 10 calendar days of the issuance date of County's default notice to Owner.

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. 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 other representation or agreement as to 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 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 (e) 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 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.

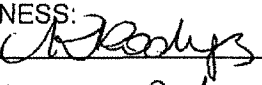
ACCEPTED AND AGREED TO BY OWNER:


OWNER: NEW HOME LLC

Signed 
Printed, AMBR

Jacinto Silva
Printed, AMBR Date

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS: 
Karina Rodriguez 05/30/25
Printed Date

WITNESS: 
Joao Pedro Rosa 05/30/25
Printed Date

STATE OF MA, COUNTY OF Duke

The foregoing Water Main Extension Connection Agreement WME-108-O was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30 day of April, 2025 by Owner Jacinto Silva as AMBR for NEW HOME LLC who is ☐ personally known to me or ☒ produced identification (type/# DE).

NOTARY SEAL

Ana Paula Guarner Paiva
Notary Public, Commonwealth of Massachusetts
My Commission Expires September 2, 2027


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

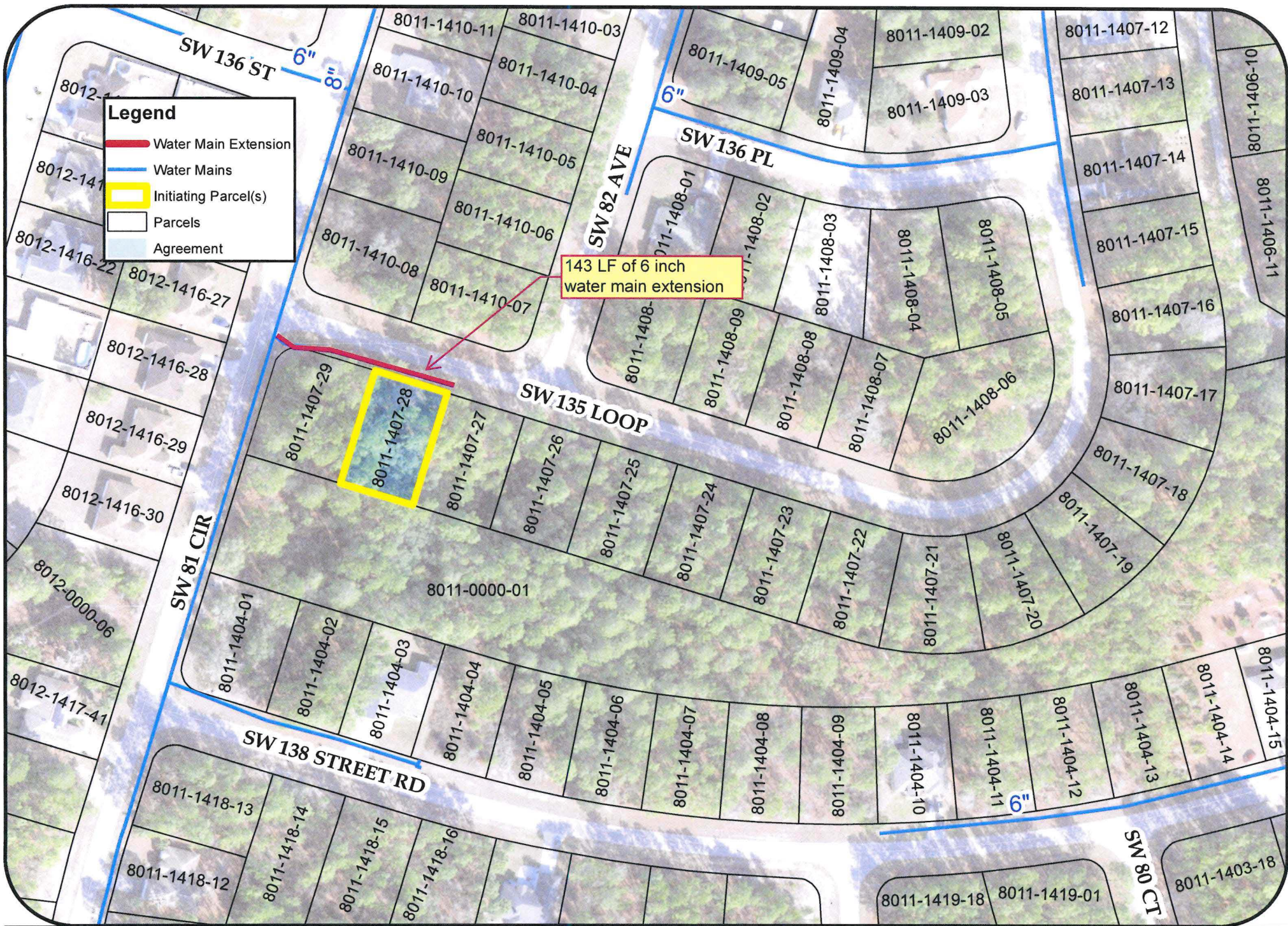
Kathy Bryant, Chairman Date

ATTEST:


Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY.
APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Matthew G. Winter, County Attorney



Marion County Board of
County Commissioners
Utilities Department

User Name: carrie.hyde

Date: 6/3/2025

Reference Scale: 1" = 129'

Water Main Extension Exhibit 1 - Location Map

8011-1407-28 | Marion Oaks
WME-108 | New Home LLC

Marion County Utilities
Water & Sewer Map



1153



C&M PIPE AND EXCAVATION, INC.

6060 NW 59TH AVENUE OCALA, FL 34482

OFFICE: (352) 262-0358

cmpipeandexcavationinc@gmail.com

BID PROPOSAL

PROPOSAL DATE: 3/4/2025

Job Name: WME-108 PID #8011-1407-28 (6" MARION OAKS WATER MAIN EXTENSION)

Job Location: 8157 SW 135TH LOOP OCALA, FL 34473

Contractor: MARTINS DEVELOPMENT **Contact Person:** JOHN OLIVIERA **Phone:** 508-560-2553

Email: john@martinsdevelopmentllc.com **Address:** 7600 SOUTHLAND BLVD ST 101 ORLANDO, FL 32809

TYPE	DESCRIPTION	LABOR & EQUIP. UNIT COST	UNIT	QTY.	TOTAL
DEMOLITION/LAND CLEARING					
	NONE TO BID ON PLANS				
SITEWORK					
	NONE TO BID ON PLANS				
ASPHALT AND CONCRETE					
	NONE TO BID ON PLANS				
STORM DRAINS					
	NONE TO BID ON PLANS				



C&M PIPE AND EXCAVATION, INC.

6060 NW 59TH AVENUE OCALA, FL 34482

OFFICE: (352) 262-0358

cmpipeandexcavationinc@gmail.com

BID PROPOSAL

PROPOSAL DATE: 3/4/2025

ROOF DRAINS					
	NONE TO BID ON PLANS				
SANITARY SEWER					
	NONE TO BID ON PLANS				
FORCE MAIN					
	NONE TO BID ON PLANS				
WATER/IRRIGATION					
	6" C900 DR18	30.00	LF	118	3,540.00
	6" C900 DR18 HORIZONTAL DIRECTIONAL DRILL	242.00	LF	25	6,050.00
	CONNECT TO EXISTING W/M	500.00	EA	1	500.00
	SHORT SINGLE SERVICE ASSEMBLY AND METER BOX	500.00	EA	1	500.00
	2" BLOW OFF ASSEMBLY	500.00	EA	1	500.00
	HYDROSTATIC PRESSURE TESTING	1,500.00	EA	1	1,500.00
	BACTERIOLOGICAL SAMPLING/TESTING	350.00	EA	1	350.00
<i>MATERIALS:</i>	<i>CORE AND MAIN</i>				5,986.02
FIRE LINE					
	NONE TO BID ON PLANS				
MISCELLANEOUS					



C&M PIPE AND EXCAVATION, INC.

6060 NW 59TH AVENUE OCALA, FL 34482

OFFICE: (352) 262-0358

cmpipeandexcavationinc@gmail.com

BID PROPOSAL

PROPOSAL DATE: 3/4/2025

	NONE TO BID ON PLANS				
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GRAND TOTAL	\$18,926.02
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Conditions or Special Instructions:

- The contractor will supply all staking and density testing for the subcontractor.
- Line items cannot be added or removed without the consent of C&M Pipe and Excavation, Inc. and its owners.
- If the duration of the job is over thirty (30) days, then payment is due NET thirty (30) days from the completion of the work with no retainage held. If retainage is agreed to and held, it must be paid by the contractor to the subcontractor within thirty (30) days of all underground testing and punch-out items having been completed. Retainage rates will be discussed and agreed upon between the contractor and subcontractor before implementation.
- If Job is less than thirty (30) days in duration, then payment will be due in full within fifteen (15) days of completion of work.
- Due to the varied market adjustments, material prices from all suppliers are only valid for thirty (30) days from the proposal date.



C&M PIPE AND EXCAVATION, INC.

6060 NW 59TH AVENUE OCALA, FL 34482

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BID PROPOSAL

PROPOSAL DATE: 3/4/2025

- This pricing includes all labor, equipment, materials, and concrete work for mitered end sections/inverts. No flat work, curb, etc. included.
- The Pricing above does not include engineering, permits, staking/layout, density testing, landscaping, irrigation, sodding, seed and mulch, fencing, MOT, asphalt patching or repair, sinkhole repair, unsuitable material removal/replacement, utility conflicts, and any unforeseen or unbid quantities unless otherwise specified.
- If yardage, linear footage, square yardage, square footage, or quantities increase, pricing will increase as well.
- The proposal was made with plans dated by .
- The Subcontractor has the right to change orders if necessary.
- The pricing of this proposal is only applicable to this proposal and cannot be transferred to another proposal or job location.
- The subcontractor will coordinate hydrostatic pressure testing and inspection with MCU and will provide bacteriological sampling results from U.S. Water.



C&M PIPE AND EXCAVATION, INC.

6060 NW 59TH AVENUE OCALA, FL 34482

OFFICE: (352) 262-0358

cmpipeandexcavationinc@gmail.com

BID PROPOSAL

PROPOSAL DATE: 3/4/2025

THANK YOU FOR THE OPPURTUNITY TO BID. WE LOOK FORWARD TO WORKING WITH YOU!

-C&M PIPE AND EXCAVATION

ACCEPTANCE OF PROPOSAL:	Proposed costs, specifications, and conditions detailed above are accepted and specified work is authorized to begin on the agreed upon date. Payment for services rendered will be due within thirty (30) days of the completion of the work or the end of the next billing cycle.	<i>Bid Proposal may be withdrawn if not accepted in 30 days</i>
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Printed Name: David Martins

Title: GC – Martins Development

Signature: 

Date: 3/18/25



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19540

Agenda Date: 7/1/2025

Agenda No.: 7.7.3.

SUBJECT:

Request Approval of Water Main Extension Connection Agreement WME-078-S Between Zephyr Homes, LLC, and Marion County Utilities (Budget Impact - Neutral; expenditure of \$65,132)

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 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 is required to connect to the public water main provided by Marion County Utilities (MCU) and would be required to install the water main across the parcel's entire frontage and end the system at the farthest end of the property. The County has the necessary funding in place to extend the water main beyond the property owner's 350-foot obligation as well as an additional 262 feet. This additional extension is in the best interest of the County and MCU customers to complete the water main extension for the street.

In accordance with Resolution No. 21-R-381 approved by the Board on August 17, 2021, for a Share Agreement, the developer/property owner only pays the pro-rata share of the project based upon MCU's low bid contractor's price for the work. The water main extension, as designed, will create a benefit for 13 additional parcels along the route of the water main extension.

Total Project Cost	\$65,132	Construction (\$64,432) plus design (\$700)
Per Parcel Cost	\$4,652.29	Total 14 parcels

BUDGET/IMPACT:

Neutral; project cost is \$65,132 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 Carrie (Dept) Utilities - 7130
Last First
(Title) Development Review Supervisor (Phone) 352-307-6168
Signature [Signature] Date 2/17/25

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ 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-078-S / PA# 8009-1230-04 Marion Oaks / Zephyr Homes, LLC

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Wednesday, March 5, 2025

Agenda Deadline Date for Legal: _____ Agenda Deadline Date for Admin: Wednesday, February 19, 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. 2025-140

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- AT at 2:04 pm, Feb 17, 2025

Attorney Signature: [Signature] Date 2/17/25
Staff Signature: [Signature] Date: 2/17/25 Returned: ☒ Department ☐ Admin ☐ Completed



MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: WME-078-S

SECTION 1. REQUEST. Property owner ("Owner") ZEPHYR HOMES, LLC whose complete and principal address is 1510 SW 17th St, Ocala, FL 34471, 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 decision to extend Main beyond Owner's obligation to better align the water main dead end. 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
8009-1230-04	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"]: 8009-1229-01, 8009-1229-02, 8009-1229-03, 8009-1229-04, 8009-1229-05, 8009-1229-06, 8009-1230-01, 8009-1230-02, 8009-1230-03, 8009-1230-05, 8009-1230-06, 8009-1230-07, and 8009-1230-08

County has established its Main construction cost ("Total Cost") as \$65,132 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 \$4,652.29.** County shall collect any Benefitting 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 (e) 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: ZEPHYR HOMES, LLC

Signed, Frank Mooney, MGR

Date

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS:

Chuck Ham 2/3/2025
Printed Date

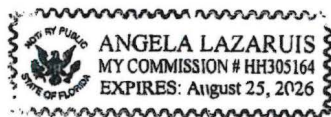
WITNESS:

Larry Sanders 2/3/2025
Printed Date

STATE OF Florida, COUNTY OF Marion

The foregoing Water Main Extension Connection Agreement WME-078-S was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31st day of January, 2025 by Frank Mooney, MGR for ZEPHYR HOMES, LLC who ☒ is personally known to me or ☐ produced identification (type/# _____).

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

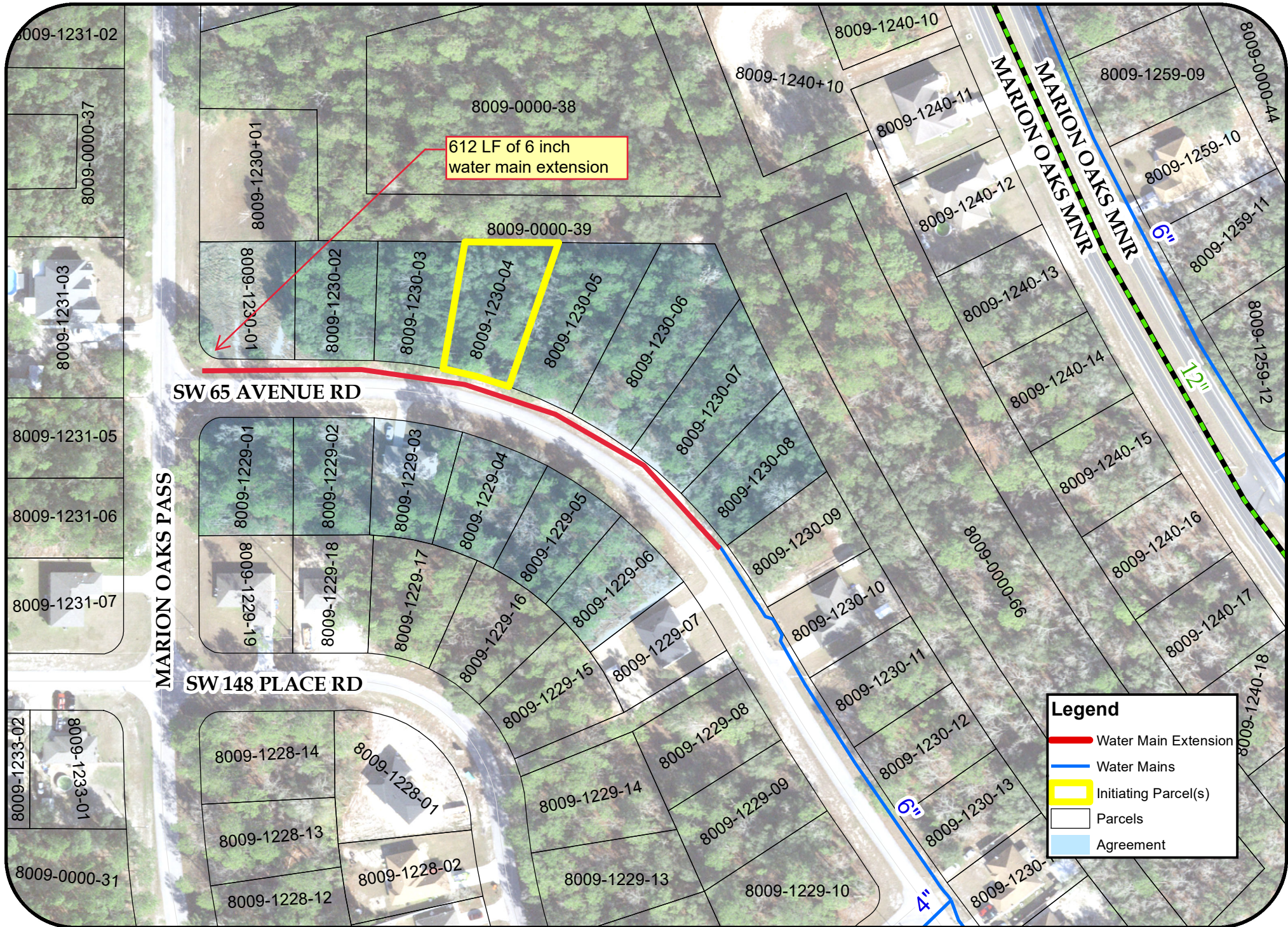
ATTEST:

Gregory C Harrell, Clerk

Date

**FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

Matthew G. Minter
Matthew G. Minter, County Attorney



Marion County Board of
County Commissioners
Utilities Department

User Name: carrie.hyde
Date: 6/17/2025
Reference Scale: 1" = 129'

Water Main Extension Exhibit 1 - Location Map

8009-1230-04 | Marion Oaks
WME-078 | Zephyr Homes, LLC

Marion County Utilities
Water & Sewer Map

1163



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19544

Agenda Date: 7/1/2025

Agenda No.: 7.7.4.

SUBJECT:

Request Approval of Marion County Septic to Sewer Conversion Agreement Between John G. Noonan, as Bishop of the Diocese of Orlando, and Marion County (Budget Impact - Neutral; up to \$281,139 grant funding)

INITIATOR:

Tony Cunningham, P.E., Director

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

A Florida Department of Environmental Protection (FDEP) grant agreement was approved by the Board on July 18, 2023, with the objective of eliminating Onsite Treatment and Disposal Systems (OSTDS). This program specifically targets the removal of commercial septic tanks to mitigate nitrogen pollutant loads within the designated Basin Management Action Plans (BMAPs) for Silver Springs and Rainbow Springs. This Agreement facilitates the septic-to-sewer infrastructure conversion at Queen of Peace Catholic Church (owner). Per the terms of this Agreement, Marion County Utilities (MCU) will allocate grant funds totaling up to \$23,333 for design services and \$257,805.19 for construction. The grant stipulates a minimum 50% construction cost match, which Queen of Peace Catholic Church has acknowledged. All funding for this project is provided via an FDEP grant or by the owner. The owner has provided two easements to the County to accommodate the installation of a wastewater force main along SR 200, in consideration for equivalent residential connection (ERC) credits applied to wastewater capital charges.

BUDGET/IMPACT:

Neutral; up to \$281,138.19 grant funding.

RECOMMENDED ACTION:

Motion to approve and authorize the Chairman and Clerk to execute the Septic to Sewer Agreement.



RECORD AND RETURN TO:

Joshua Kramer
Marion County Utilities
11800 SE US Highway 441
Bellevue, FL 34420

THIS DOCUMENT PREPARED BY:

Joshua Kramer
Marion County Utilities
11800 SE US Highway 441
Bellevue, FL 34420

PROJECT: State Road 200 Septic to Sewer Conversions, Queen of Peace Catholic Church
PROPERTY APPRAISER'S PARCEL ID NUMBER(S): 35485-003-00, 35485-003-02

MARION COUNTY SEPTIC TO SEWER CONVERSION AGREEMENT

This Marion County Septic to Sewer Conversion Agreement (this "Agreement") is made and entered into by and between **JOHN G. NOONAN, AS BISHOP OF THE DIOCESE OF ORLANDO, HIS SUCCESSORS IN OFFICE AND ASSIGNS, A CORPORATION SOLE**, with a principal address of 50 East Robinson Street, Orlando, FL 32801 and a mailing address of PO Box 1800, Orlando, FL 32802 ("OWNER"), and **MARION COUNTY**, a political subdivision of the State of Florida, with a principal address is 601 SE 25th Avenue, Ocala, Florida 34471, for the benefit of Marion County Utilities, with a mailing address of 11800 SE US Highway 441, Bellevue, FL 34420 ("COUNTY") (individually "Party," collectively "Parties").

RECITALS

WHEREAS, COUNTY owns and operates a public wastewater system located in Marion County, Florida ("Public System") and is engaged in the commercial provision of wastewater services to customers; and

WHEREAS, OWNER owns the real properties described on Exhibit 1 (the "Property") consisting of Parcel 35485-003-00 (as evidenced by that certain Warranty Deed recorded in Book 1081, Page 1005 of the Official Records of Marion County) and Parcel 35485-003-02, upon which the "Queen of Peace Catholic Church" is located; and

WHEREAS, the Property is located within the "Rainbow Springs Basin Management Action Plan" ("BMAP") area as defined by the Florida Department of Environmental Protection (the "FDEP"), and the "Secondary Springs Protection Zone" as defined by the Map 13 of the Marion County Comprehensive Plan Future Land Use Map Series; and

WHEREAS, the Property contains one or more conventional on-site treatment and disposal systems ("OSTDS"), commonly referred to as "septic systems", and is able to connect to the Public System as defined herein; and

WHEREAS, decommissioning existing OSTDS and connecting to the Public System ("Septic to Sewer Conversion") reduces nutrient inputs into the environment, helping to improve local water quality and reduce impacts to various natural systems within Marion County; and

WHEREAS, for the benefit of the Property and the long-term health of Rainbow Springs and other natural systems within the area, OWNER seeks to participate in COUNTY's Septic to Sewer Conversion program; and

WHEREAS, COUNTY applied for and was awarded a grant known as "LPS0081" by the FDEP to support the COUNTY's State Road 200 Septic to Sewer Conversions program ("Grant"); and

WHEREAS, COUNTY will utilize Grant funds to provide up to \$23,333 for design (the "Design Cost") and \$257,805.19 for construction (the "Construction Cost"; together with Design Cost, the "Costs") for OWNER's Septic to Sewer Conversion project; and

WHEREAS, the Costs include all such services, activities, and charges related to and required for the Septic to Sewer Conversion contemplated by this Agreement, including those costs paid by OWNER; and

WHEREAS, OWNER shall become a customer of COUNTY and be required to abide by the rules applicable to same, pay applicable capital charges as determined according to Section 19-187 of the Marion County Land Development Code ("LDC"), be responsible for the ongoing care and maintenance of the sewer facilities and related appurtenances within the property boundaries, and be liable for the payment of sewer services provided by COUNTY; and

WHEREAS, on June 18th, 2019, OWNER granted two (2) easements to COUNTY to install a wastewater force main along SR 200 in exchange for 6.32 ERCs (as defined by Section 6.14.4 of the LDC) of credit toward wastewater capital charges as recorded by Official Records Book 7002, Pages 565-596 (the "Easement Agreement").

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained, and other good and valuable consideration, whose receipt and adequacy are hereby acknowledged, OWNER and COUNTY hereby covenant and agree as follows:

1. **RECITALS.**

OWNER and COUNTY confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.

2. **DEFINITIONS.**

The following definitions are used in this Agreement:

- A. OWNER, identified above, shall mean the undersigned and all successors, heirs, and assigns. OWNER represents it has full power and authority to enter into this Agreement.
- B. OWNER's Structure means any structure on the Property which has the ability to generate wastewater.
- C. OWNER's System means the piping and equipment necessary to convey wastewater away from the Property to the Public System. The OWNER's System is limited to that piping and equipment within the boundaries of the Property. OWNER's System specifically excludes the Public System piping and equipment outside the boundaries of the Property. OWNER is responsible for OWNER's System. OWNER is not responsible for the Public System.

- D. Public System means the wastewater infrastructure owned and operated by COUNTY used to provide wastewater service. The Public System is located outside the boundaries of the Property, typically in the right-of-way or within prescribed easements. COUNTY is responsible for the Public System.
3. **DESIGN AND CONSTRUCTION COSTS.**
- A. **Acknowledgement.**
OWNER acknowledges that COUNTY has obtained certain Grant funding that provides for cost-sharing towards this Project. OWNER acknowledges that COUNTY intends for Grant funds to cover 100 percent (100%) of Design Cost and 50 percent (50%) of Construction Cost for this Project. OWNER hereby acknowledges that despite COUNTY's intent, Design Cost and Construction Cost for this Project are beyond COUNTY's control.
- B. **Design Cost.**
Design Cost for the Project will be covered by Grant funds at a rate of 100% up to \$23,333.00. OWNER shall be responsible for any design costs that exceed this amount. Any design costs payable to COUNTY by OWNER shall be due prior to COUNTY releasing the Project to bidding.
- C. **Construction Cost.**
- (1) **Available Grant Funds.**
COUNTY OFFERS, AND OWNER ACCEPTS, UP TO \$257,805.19, BUT NO MORE THAN 50% OF THE TOTAL CONSTRUCTION COSTS, SHALL BE MADE AVAILABLE TO OWNER FOR THIS PROJECT.
 - (2) **Payment.**
OWNER shall deliver to COUNTY, within fourteen (14) days after OWNER's election to proceed with the construction of the Project, pursuant to Section 3(C)(5) hereinbelow, all funds applicable for cost-sharing and contingency as defined herein.
 - (3) **Cost Share.**
The Grant requires a minimum 50% match by OWNER for Construction Costs.
 - (4) **Construction Contingency.**
OWNER agrees that a 10% contingency will be applied to the construction cost obtained via COUNTY's bidding process for the Project. The contingency funds may be spent should unanticipated conditions be encountered during construction that require modification to the design. OWNER hereby agrees to be responsible for payment of OWNER's share of contingency funds expended during construction. OWNER accepts that OWNER's cost share for contingency funds may be up to 100%. OWNER hereby authorizes COUNTY to direct use of contingency funds as needed during construction. COUNTY agrees to notify OWNER prior to the use of any contingency funds. OWNER's portion of any remaining contingency funds shall be refunded to OWNER within thirty (30) days of connection of OWNER's System to the Public System.
 - (5) **Right to Reject Construction.**
OWNER shall have the right to reject commencing construction of the Project if the Construction Cost obtained by COUNTY's solicitation of competitive bids for construction exceeds OWNER's willingness to pay the

OWNER's cost-share amount. In such case, OWNER shall notify COUNTY in writing within fourteen (14) calendar days of COUNTY's presentment to OWNER of the Construction Cost following receipt of competitive bids for construction. Upon exercising this rejection right, OWNER thereby waives and relinquishes any right, claim, cause of action, or other remedy whatsoever against COUNTY arising from, or as a result of OWNER's desire to not proceed with construction, and is no longer eligible for the Grant funds that were anticipated to be allocated to this Project. However, OWNER shall not be liable for reimbursing Grant funds expended for design of OWNER's system.

D. **Termination and Responsibility for Costs.**

OWNER acknowledges that COUNTY will incur costs on OWNER's behalf prior to construction. Should OWNER choose to terminate this Agreement without good cause or otherwise breach this Agreement, OWNER shall be responsible for all damages resulting from such breach or termination, including all costs incurred by COUNTY on OWNER's behalf.

E. **Grant Limitations.**

OWNER acknowledges that Grant funds are provided by a third party over which COUNTY has no ability to exercise influence or control. Recognizing the COUNTY is acting in good faith, OWNER hereby agrees to indemnify COUNTY against any claims arising from COUNTY's inability to draw upon Grant funds in accordance with the provisions of **Section 14** of this Agreement. It is understood that grant funding in any given fiscal year are limited to State budget and appropriations. No liability shall be incurred by COUNTY beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by COUNTY on OWNER's behalf for any or all of this Agreement for a new fiscal period, COUNTY is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. COUNTY shall promptly notify OWNER in writing of any subsequent non-appropriation.

4. **THE WORK.**

- A. COUNTY or its designee shall design and construct OWNER's System and connect it to the Public System in accordance with all federal, state and local statutes, ordinances, rules and regulations governing wastewater systems and with the terms of this Agreement.
- B. COUNTY or its designee is responsible to obtain any necessary permits and obtain all needed governmental approvals. OWNER shall assist COUNTY in this regard and is responsible to promptly and fully comply with any permitting or approval requirements. Such assistance includes, but is not limited to, complying with any Florida Department of Health ("FDOH") prerequisites to obtain the required septic system abandonment permit.
- C. OWNER is responsible for opening an account with the Electric Utility to provide electrical power necessary to operate OWNER's System, as applicable. OWNER acknowledges that COUNTY has no control over the Electric Utility, and OWNER is fully responsible for complying with the Electric Utility's requirements for provisioning electrical power.
- D. OWNER's System will carry wastewater only. No water service is contemplated under this Agreement.

- E. COUNTY shall require its Contractor to provide a one (1) year warranty of its design, assembly, workmanship and materials to OWNER. OWNER agrees to look solely to this warranty, and not to COUNTY, for any and all remedies to the work performed by COUNTY's Contractor under this Agreement.
- F. Upon completion of the construction and when all fees have been paid in full, COUNTY shall cause OWNER's Wastewater System to be connected to the Public Wastewater System. COUNTY will work to abandon the existing septic system, in accordance with FDOH standards, once the Properties are connected to the Public Wastewater System.

5. **WASTEWATER CAPITAL CHARGE.**

A. **Wastewater Capacity Reservation.**

OWNER seeks to reserve, and subsequently utilize following construction of the Project, Seven Thousand Four Hundred Twenty-One (7,421) gallons per day ("GPD") of wastewater capacity in the Public Wastewater System per calculations contained herein, and accordingly, is responsible for payment of Wastewater Capital Charge as authorized by the LDC. Until such payment is made, COUNTY does not warrant that such capacity is reserved or will be available to OWNER.

B. **Capacity; Classification.**

The LDC specifies the Level of Service for Wastewater Service as 200 GPD per Equivalent Residential Connection ("ERC"). The Property includes one (1) church structure with a maximum congregation of 1,620 persons; one (1) multipurpose / office building of 15,740 square feet ("ft²"); and one (1) single family residence ("SFR"). The quantity of Wastewater ERCs contained on the Property is calculated as follows:

<u>CHURCH:</u>	1,620 persons × (3 GPD / person)	= 4,860 GPD
<u>MULTIPURPOSE / OFFICE:</u>	15,740 ft ² × (15 GPD / 100 ft ²)	= 2,361 GPD
<u>SINGLE FAMILY RESIDENCE:</u>		= 200 GPD

<u>TOTAL WASTEWATER FLOW:</u>		= 7,421 GPD
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<u>WASTEWATER ERCs:</u>	7,421 GPD × (1 ERC / 200 GPD)	= 37.11 ERCs
<u>ERC CREDITS (PER "EASEMENT AGREEMENT"):</u>		= 6.32 ERCs

TOTAL WASTEWATER ERCs TO BE PURCHASED BY OWNER = 30.79

C. **Wastewater Capital Charge.**

The Marion County Code, Section 19-187, establishes the cost per Wastewater ERC at \$3,844.00. The Wastewater Capital Charge is calculated as follows:

$$\begin{aligned}\text{WASTEWATER CAPITAL CHARGE: } & 30.79 \text{ ERCs} \times (\$3,844.00 / \text{ERC}) \\ & = \mathbf{\$118,356.76 \text{ TO BE PAID BY OWNER}}\end{aligned}$$

OWNER's Wastewater Capital Charge, less credits described herein, totals One-Hundred Eighteen Thousand Three Hundred Fifty-Six Dollars and Seventy-Six cents.

D. **Grant Cost Sharing.**

Up to 50 percent (50%) of the Wastewater Capital Charge determined according to the existing structures upon and usage of the Property at the time of this Agreement shall be incorporated into the Construction Cost and paid by the Grant.

E. **Usage of Wastewater ERC Credits.**

OWNER shall utilize up to 6.32 ERCs of Wastewater Capital Charge credits ("Credits") provided for by the Easement Agreement towards OWNER's cost-share for the Wastewater Capital Charge. OWNER's Credits shall be applied to OWNER's Wastewater Capital Charge before OWNER is required to utilize monetary funds. Unused Credits shall remain property of OWNER.

F. **Payment.**

Any remaining Wastewater Capital Charge in excess of that which is paid for by the Grant or OWNER's Credits shall be payable by OWNER to COUNTY within fourteen (14) days after OWNER's election to proceed with the construction of the Project, pursuant to Section 3(C)(5) hereinabove.

G. **Future Improvements, Wastewater Capital Charges.**

Future improvements or changes to the usage of the Property may result in additional future Wastewater Capital Charges as applicable according to the LDC. Future Wastewater Capital Charges have not been accounted or paid for under this Agreement. OWNER shall be responsible for payment of any future Wastewater Capital Charges. OWNER's Credits, if available, may be used to offset future Wastewater Capital Charges.

6. **CONNECTION.**

A. COUNTY's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity except as provided for herein. COUNTY may permit connections to the Public System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratoriums, 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 the Public System. COUNTY makes no other representation or agreement as to the availability of service in connection with development of the Property described by this Agreement.

B. 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.

- C. Connection is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction of facilities to be connected to the Public System.

7. **SERVICE.**

A. **COUNTY's Responsibilities.**

Upon connection of OWNER's System to the Public System, COUNTY agrees to be responsible to thereafter continuously provide wastewater services to OWNER at OWNER's cost and expense, in a manner to conform to this Agreement and all rules and regulations of applicable governmental authorities.

B. **OWNER's Responsibilities.**

OWNER agrees to comply with its contractual responsibilities under its account with Marion County Utilities, including but not limited to the following:

(1) **Obtain Sewer Account.**

OWNER agrees to apply for, develop, and maintain in good standing a Commercial Sewer Account through Marion County Utilities prior to the connection of OWNER's system to the Public System. OWNER is responsible for payment of all deposits, fees, and other costs associated with development of a Commercial Sewer Account, such costs being excluded from costs covered by the Grant.

(2) **Payment Responsibility.**

OWNER acknowledges and agrees that it is responsible for payment of monthly sewer bills, which shall be addressed and sent to the address provided upon establishment of the Commercial Sewer Account.

8. **RATES SUBJECT TO ADJUSTMENT.**

A. **Rates Subject to Codes.**

The rates for sewer usage are subject to applicable provisions in the Marion County Code of Ordinances, as well as the other requirements specified in related resolutions and the policies and procedures of the Marion County Utilities Department all of which OWNER has undertaken to be familiar.

B. **Rates Subject to Adjustments.**

OWNER accepts that COUNTY may adjust the sewer usage rates based on rates published from time to time.

9. **BILLING.**

A. **Obligation to Pay.**

COUNTY will provide OWNER a monthly bill for the sewer service. OWNER agrees to timely pay same.

B. **Rates.**

Marion County Utilities offers "Flat Rate" billing for sewer service at a rate of \$57.00 per ERC. Acknowledging that rates are subject to future adjustment as set forth in **Section 8** above, OWNER agrees to pay the following calculated monthly rate for sewer service:

$$37.11 \text{ Wastewater ERCs} \times (\$57.00 \text{ per ERC per month}) = \$2,115.27 \text{ per month}$$

OWNER's Monthly Sewer Service Charge Two Thousand One Hundred Fifteen Dollars and Twenty-Seven Centers per month.

- C. **Termination of Flat Rate Sewer Service Charges upon Provisioning of Water Service from COUNTY.**
Flat Rate sewer billing will be terminated and consumption-based billing utilized instead upon COUNTY providing water service to the Property. Sewer billing will be based on metered water usage as indicated by OWNER's potable water service meter in accordance with COUNTY's standard billing practices.
10. **OWNER'S CONFORMANCE; MAINTENANCE.**
Upon acceptance by OWNER of OWNER's System following completion of construction:
- A. Conforming with governmental agency's laws, rules and regulations shall be the sole responsibility of OWNER, and OWNER shall hold COUNTY harmless from and waive all future claims, if any, against COUNTY, arising out of the compliance or lack thereof with all other governmental laws, rules, and regulations.
 - B. Maintenance of OWNER's System will be the sole responsibility of OWNER and shall be performed entirely at OWNER's expense. Once construction of OWNER's System is completed, COUNTY shall not be responsible for the maintenance, operation, replacement, or repair of the on-site pipes or any other equipment needed to effectively deliver OWNER's wastewater to the Public System.
11. **PERMISSION FOR WORK ON PROPERTY.**
- A. OWNER shall grant permission to COUNTY, its agents, employees and independent contractors to enter the Property in order to construct and connect OWNER's System, abandon any existing septic tank(s).
 - B. COUNTY's Contractor shall list OWNER as a "Named Insured" on Contractor's insurance policy. Proof of same shall be furnished to OWNER prior to the start of construction.
 - C. Upon completing installation of OWNER's System, COUNTY agrees to restore all disturbed areas, plants shrubs, fences and grass to the condition they were at the time the work authorized hereunder began. In the event that COUNTY must make a cut in any sidewalk, driveway, or other paved area in order to install OWNER's System, COUNTY agrees to resurface the cut area, following COUNTY Standards. When practical, OWNER will be requested to inspect the Property at the completion of the work and sign a statement indicating OWNER's acceptance of the restoration.
12. **EASEMENTS.**
- A. **Temporary Construction Easement.**
OWNER shall grant to COUNTY and its agents, employees and Contractor a Temporary Construction Easement to allow construction and connection of OWNER's System. The Temporary Construction Easement shall be valid for one (1) year following recording by the Marion County Clerk of Court. OWNER shall renew the Temporary Construction Easement as needed if the current Temporary Construction Easement expires prior to completion of construction. A substantial form of Temporary Construction Easement is attached hereto as **Exhibit 2.**
 - B. **Delivery.**
Within thirty (30) days of receipt of COUNTY's proposed Temporary Construction Easement, OWNER shall deliver the executed original(s) to COUNTY for recording in the public records of Marion County, Florida. All recording costs and fees shall be included in the Costs.

13. **DEFAULT PROVISIONS.**

A. **Termination.**

Unless specifically provided herein, the terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

B. **Remedies.**

All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.

C. **Opportunity to Cure.**

No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

D. **Material Default.**

Unless specifically provided herein, in the event of a material default by OWNER with respect to its obligations to COUNTY under this Agreement, and failure of OWNER to cure the default within the grace period set forth above, in addition to any other remedies available to it under the terms of this Agreement, COUNTY shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured.

E. **Requirement to Connect.**

Notwithstanding the preceding, OWNER shall be required to connect OWNER's System to the Public System upon OWNER's acceptance of the work contemplated herein. This requirement vests upon COUNTY's issuance of the Notice to Proceed to COUNTY's Contractor. In the event that OWNER seeks to terminate construction prior to completion or fails, by OWNER's direct actions or instructions, to connect following completion of construction, OWNER waives and relinquishes any right or claim to Grant funds allocated to this Project and assumes full liability for payment of work completed by COUNTY on OWNER's behalf.

F. **Unreasonable Withholding of OWNER's Acceptance of OWNER's System.**

OWNER agrees to not unreasonably withhold, condition, or delay acceptance of OWNER's System upon COUNTY's completion of construction. OWNER's inability to take possession of OWNER's system due to unreasonably withheld, conditioned, or delayed acceptance shall not be cause for OWNER to avoid default provisions herein.

14. **INDEMNIFICATION.**

To the extent permitted by law, OWNER shall indemnify, defend, and hold harmless, release, and forever discharge COUNTY and its officers, board members, employees,

agents, instrumentalities, and all governmental providers of use permits, 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 the 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 the Agreement by OWNER, its employees, agents, licensees or invitees, 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 under its control. OWNER expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by OWNER shall in no way limit the responsibility to indemnify, keep and save harmless and defend COUNTY and its officers, board members, employees, agents, and instrumentalities. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

15. **FORCE MAJEURE.**

Neither Party shall be liable or responsible to the other by reason of one Party's failure or inability to take any action it is required to take or to comply with the requirements imposed hereby for any injury to the other or by those claiming by or through the other, which failure, inability or injury is caused directly or indirectly by force majeure (as hereinafter set forth). The term "force majeure" as employed herein shall mean acts of god, strikes, lock outs, or other industrial disturbance; acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics, pandemics, breakdown of or damage to machinery, pumps, or pipe lines; landslides, earthquakes, fires, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints of any nature whether federal, state, county, municipal or otherwise, civil or military; civil disturbances; explosions, failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether Federal, State, County, municipal or otherwise, civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of the Party and which by exercise of due diligence the Party is unable to overcome.

16. **SUCCESSORS AND ASSIGNS.**

A. **Bind and Inure.**

All covenants and agreements in this Agreement made by or on behalf of any Parties hereto shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto, whether so expressed or not.

B. **No Assignment.**

OWNER understands and agrees this Agreement cannot and shall not be assigned by OWNER to third parties except in the case of a bona fide sale of the Property, or other valid transfer or assignment of the Property, including, without limitation, the change in Bishop of the Diocese of Orlando, the transfer or assignment of the Property as a result of a judicial proceeding such as mortgage foreclosure or sale, and assignment for the purposes of obtaining financing. In any such case, OWNER shall provide a Notice or evidence of such assignment, or partial assignment as the case may be, to COUNTY.

C. **Full Force and Effect Upon Sale or Other Transfer.**

Upon a sale or other transfer of the Property, or any portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the parcel or portion of same being sold or transferred.

17. **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 COUNTY under Section 768.28, Florida Statutes, or other applicable law, whether sounding in contract, tort, or otherwise. This Section shall survive the termination of this Agreement.

18. **MATERIALITY AND WAIVER.**

Each requirement, duty, and obligation set forth in this Agreement was bargained for at arms-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

19. **NOTICES.**

A. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this Section:

(1) If to County:

Tony Cunningham, P.E., Utilities Director
11800 S US Hwy. 441
Bellevue, FL 34420
Email: Tony.Cunningham@marionfl.org

With a copy to:

County Attorney
601 SE 25th Avenue
Ocala, FL 34471
Email: Matthew.Minter@marionfl.org

(2) If to Owner:

Diocese of Orlando
Attn: Scott Ferguson
50 East Robinson Street
Orlando, FL 32801
Email: sfergerson@orlandodiocese.org

- B. If to any Successor Titleholder: Unless a Successor Titleholder provides a Communication to the parties to this Agreement under this Section containing the address that such Successor Titleholder desires the parties to use, the address of such Successor Titleholder as shown on the records of the Marion County Property Appraiser concerning the tax parcel owned by such Successor Titleholder.
- C. Each such Communication shall be deemed delivered:
 - (1) On the date of delivery if by personal delivery;
 - (2) On the date of email transmission if by email (subject to Section 19.F.); and
 - (3) If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.
 - (4) Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.
- D. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.
- E. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- F. Concerning Communications sent by email:
 - (1) The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - (2) If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - (3) Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
 - (4) Any email that generates a "read receipt" sent by the recipient's email system shall be deemed delivered to the recipient.
 - (5) The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
 - (6) The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

20. **PUBLIC RECORDS.**

- A. If, under this Agreement, OWNER is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes, OWNER shall:
 - (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 this Agreement term and following completion of this Agreement if OWNER 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 OWNER or keep and maintain public records required by COUNTY to perform the service. If OWNER transfers all public records to COUNTY upon completion of this Agreement, OWNER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OWNER keeps and maintains public records upon completion of this Agreement, OWNER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.
- B. If OWNER fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this Section, OWNER may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.
- C. **IF OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNER'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

21. **RIGHTS OF THIRD PARTIES.**

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.

22. **SURVIVE THE AGREEMENT.**

The Parties' rights, privileges, obligations and covenants shall survive the completion of this Agreement.

23. **BINDING; RECORDING.**

- A. This Agreement will bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- B. This Agreement shall be recorded in the public records of Marion County as notice to subsequent owners of the Property of the existence of OWNER's System and all related equipment, and the maintenance requirement by OWNER.

24. **NEGATION OF PARTNERSHIP.**

The Parties deem each other to be Independent Contractors, and not agents of the other. Each Party shall be considered a separate party, no Party shall have the right to act as an agent for another Party and no Party shall the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

25. **SEVERABILITY.**

If any provision of this 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 this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

26. **APPLICABLE LAW/JURISDICTION/VENUE.**

This 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. The venue for any legal proceeding arising out of this Agreement, shall be Marion County, Florida.

27. **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 ON 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.

28. **ATTORNEYS' FEES.**

If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such Party or Parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing Party.

29. **HEADINGS.**

The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

30. **AMENDMENT.**

This Agreement may only be modified or amended by a writing signed by both Parties hereto.

31. **AUTHORITY TO EXECUTE AGREEMENT.**

The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority over the Property and to enter this Agreement.

32. **ENTIRE AGREEMENT.**

This Agreement contains 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.

33. **EXHIBITS.**

Attached hereto and incorporated herein are the following exhibits:

Exhibit 1. Legal Descriptions for Parcels 35485-003-00 and 35485-003-02.

Exhibit 2. Substantial form of Temporary Construction Easement.

[This portion of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the said Parties have entered into this Agreement as of the date of the last signature below.

WITNESSES:

Signed before me:

Kellean A. Allen 5/23/25
Signature Date

Kellean A. Allen
Print Name

Address: 1928 Norwell Ave
Orlando, FL 32806

Sr. Maria Acosta, SCTJM 5/23/25
Signature Date

SR. MARIA ACOSTA, SCTJM
Print Name

Address: 95 Bishop Grady Ln
Winter Park, FL 32792

OWNER:

John G. Noonan, as Bishop of the Diocese of Orlando, his successors in office and assigns, a corporation sole

John G. Noonan, as Bishop of the Diocese of Orlando, his successors in office and assigns, a corporation sole

Date: 5/23/2025

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of May, 2025, by John G. Noonan as Bishop of the DIOCESE OF ORLANDO, a corporation sole, the party on behalf of whom this instrument was executed.



Lizette Gonzalez
Notary Public, State of Florida
(SEAL)

Notary: Check one of the following:

☒ Personally Known OR

☐ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

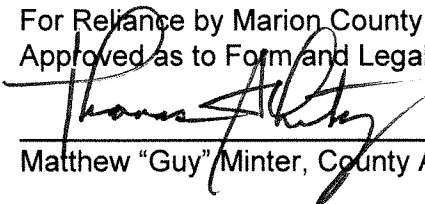
Marion County Septic to Sewer Conversion Agreement
 State Road 200 Septic to Sewer Conversions
Queen of Peace Catholic Church

ATTEST:

 Gregory C. Harrell, Clerk

Date: _____

For Reliance by Marion County Only,
 Approved as to Form and Legal Sufficiency:

For:  _____
 Matthew "Guy" Minter, County Attorney

MARION COUNTY, a political subdivision of
 the State of Florida, f/b/o Marion County
 Utilities

By: _____
 Kathy Bryant, as Chairman of the Board
 of County Commissioners

Date: _____

EXHIBIT 1

LEGAL DESCRIPTION FOR PARCEL 35485-003-00

SEC 08 TWP 16 RGE 21
COM AT SW COR N 25 FT S 89-52-17 E 1780.44 FT TO
NWLY ROW OF SR 200 N 41-34-40 E ALG ROW 1314.58 FT TO
POB TH N 48-25-20 W 479.61 FT N 89-57-28 W 936.60 FT
N 00-01-07 E 627.54 FT N 89-57-51 E 614.33 FT
S 00-03-24 E 419.35 FT S 89-57-30 E 406.13 FT
S 48-32-45 E 556.54 FT S 41-33-05 W 214.18 FT ALG NWLY
ROW SR 200 TO POB EXC ROW SR 200 DESC IN 2455-1146

LEGAL DESCRIPTION FOR PARCEL 35485-003-02

SEC 08 TWP 16 RGE 21
COM AT SW COR N 1324.63 FT S 89-47-28 E 1972.24 FT
N 00-03-24 E 210 FT TO POB TH N 00-03-24 E 419.35 FT
N 89-57-51 E 682.02 FT S 48-23-02 E 628.35 FT TO
NWLY ROW SR 200 S 41-33-05 W ALG ROW 496 FT
N 48-32-45 W 556.54 FT N 89-57-30 W 406.13 FT TO POB
EXC ROW SR 200 DESC IN 2455-1146
AND ALSO THE FOLLOWING:
TRACT 1-B DESC AS FOLLOWS;
COM AT NW COR OF SE 1/4 OF SEC 8 TH S 00-04-28 W 30 FT TO
SLY ROW LINE OF SW 73RD ST SAID POINT BEING POB TH
N 89-57-51 E 262.14 FT TH S 21-29-10 W 718.07 FT TO
AFORESAID WEST BDRY OF SE 1/4 TH N 00-04-28 E 668 FT TO POB
Parent Parcel: 35485-003-00

EXHIBIT 2
Substantial form of Temporary Construction Easement

RECORD AND RETURN TO:

Mark W. Thomas, P.E.
Marion County Utilities
11800 SE US Highway 441
Belleview, FL 34420

THIS DOCUMENT PREPARED BY:

Mark W. Thomas, P.E.
Marion County Utilities
11800 SE US Highway 441
Belleview, FL 34420

PROJECT: State Road 200 Septic to Sewer Conversions, Queen of Peace Catholic Church
PROPERTY APPRAISER'S PARCEL ID NUMBER(S): 35485-003-00, 35485-003-02

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made this _____ day of _____, 2024, by **JOHN G. NOONAN, AS BISHOP OF THE DIOCESE OF ORLANDO**, his successors in office and assigns, a corporation sole, with a principal address of 50 East Robinson Street, Orlando, FL 32801 and a mailing address of PO Box 1800, Orlando, FL 32802 ("**Grantor**"), to **MARION COUNTY**, a political subdivision of the state of Florida, whose principal address is 601 SE 25th Avenue, Ocala, Florida 34471 with a mailing address of 11800 SE US Highway 441, Belleview, FL 34421 ("**Grantee**") (Wherever used herein the terms "**Grantor**" and "**Grantee**" include all the heirs, legal representatives and assigns of such parties).

WITNESSETH: That the Grantor for and in consideration of the sum of Ten dollars (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a non-exclusive temporary construction easement over, under, across and on portions of the following described land, known as the "Easement Area" as identified on Exhibit "A", situate, lying, and being in Marion County, Florida, to wit:

LEGAL DESCRIPTION FOR PARCEL 35485-003-00

SEC 08 TWP 16 RGE 21
COM AT SW COR N 25 FT S 89-52-17 E 1780.44 FT TO
NWLY ROW OF SR 200 N 41-34-40 E ALG ROW 1314.58 FT TO
POB TH N 48-25-20 W 479.61 FT N 89-57-28 W 936.60 FT
N 00-01-07 E 627.54 FT N 89-57-51 E 614.33 FT
S 00-03-24 E 419.35 FT S 89-57-30 E 406.13 FT
S 48-32-45 E 556.54 FT S 41-33-05 W 214.18 FT ALG NWLY
ROW SR 200 TO POB EXC ROW SR 200 DESC IN 2455-1146

LEGAL DESCRIPTION FOR PARCEL 35485-003-02

SEC 08 TWP 16 RGE 21
COM AT SW COR N 1324.63 FT S 89-47-28 E 1972.24 FT
N 00-03-24 E 210 FT TO POB TH N 00-03-24 E 419.35 FT
N 89-57-51 E 682.02 FT S 48-23-02 E 628.35 FT TO
NWLY ROW SR 200 S 41-33-05 W ALG ROW 496 FT
N 48-32-45 W 556.54 FT N 89-57-30 W 406.13 FT TO POB

MODIFIED 6/16/22

Page 1 of 3

4869-8637-0255.3
4869-8637-0255.5

Grant of Temporary Construction Easement
Project: State Road 200 Septic to Sewer Conversions, Queen of Peace Catholic Church
Property Appraiser's Parcel ID Number(s) #: 35485-003-00, 35485-003-02

EXC ROW SR 200 DESC IN 2455-1146
AND ALSO THE FOLLOWING:
TRACT 1-B DESC AS FOLLOWS;
COM AT NW COR OF SE 1/4 OF SEC 8 TH S 00-04-28 W 30 FT TO
SLY ROW LINE OF SW 73RD ST SAID POINT BEING POB TH
N 89-57-51 E 262.14 FT TH S 21-29-10 W 718.07 FT TO
AFORESAID WEST BDRY OF SE 1/4 TH N 00-04-28 E 668 FT TO POB
Parent Parcel: 35485-003-00

**See depiction of Easement Area on Exhibit "A,"
Attached hereto and by this reference made a part hereof.**

The purpose of this temporary construction easement is to allow excavation, grading, and other construction activities upon the above described lands for the duration of one (1) year beginning on the recording date of this document.

Grantee shall restore the disturbed area back to its original condition upon completion of the proposed project.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

SUBJECT TO: RESTRICTIONS AND EASEMENTS OF RECORD.

To the extent permitted by applicable law and consistent with Section 768.28, Florida Statutes, and without waiving sovereign immunity, Grantee shall indemnify and hold Grantor harmless against any claim, liability, action, loss, personal injury or damage resulting from or arising out of use and/or occupancy of this Easement by Grantee, its employees, agents, invitees, representatives, except to the extent caused by intentional acts of the Grantor.

This Easement is not a public easement but is for the specific and sole use of Grantee to construct Grantor-owned utilities serving the Grantor property only, for the limited purposes set forth herein.

MODIFIED 6/16/22
4889-1285-4995.2

Page 2 of 3

4869-8637-0255.3
4869-8637-0255.5

Grant of Temporary Construction Easement
Project: State Road 200 Septic to Sewer Conversions, Queen of Peace Catholic Church
Property Appraiser's Parcel ID Number(s) #: 35485-003-00, 35485-003-02

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed and sealed in our presence as witnesses:

JOHN G. NOONAN, AS BISHOP OF THE
DIOCESE OF ORLANDO, HIS
SUCCESSORS AND ASSIGNS, A
CORPORATION SOLE

(Signature) Date

(Print or type name)

John G. Noonan, as Bishop of the Diocese of
Orlando, his successors in office and assigns,
a corporation sole

Address: _____

Date: _____

(Signature) Date

(Print or type name)

Address: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by John G. Noonan as Bishop of the DIOCESE OF ORLANDO a corporation sole, the party on behalf of whom this instrument was executed.

(SEAL)

Notary Public, State of Florida
(SEAL)

Notary: Check one of the following:

____ Personally Known OR

____ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

MODIFIED 6/16/22
4889-1285-4995.2

Page 3 of 3

4869-8637-0255.3
4869-8637-0255.5

Grant of Temporary Construction Easement

Project: State Road 200 Septic to Sewer Conversions, Queen of Peace Catholic Church

Property Appraiser's Parcel ID Number(s) #: 35485-003-00, 35485-003-02

EXHIBIT A

Easement Area

[to be agreed upon between the parties and inserted herein following County's design]

4889-1285-4995.2



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19559

Agenda Date: 7/1/2025

Agenda No.: 7.7.5.

SUBJECT:

Request Approval of Drinking Water State Revolving Fund Planning and Design Loan Agreement DW420630 Between Florida Department of Environmental Protection and Marion County (Budget Impact - Neutral; \$1,250,000 Principal Forgiveness Loan)

INITIATOR:

Tony Cunningham, P.E., Director

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

The Lowell area, located in northern Marion County, includes multiple state-run facilities, such as the Florida State Fire College, Florida State Prison, residential homes and other water users. The area does not have municipal water services at this time. Instead, the residents rely on wells to provide them with drinking water. This area has been identified as having soil contamination above the Florida Department of Environmental Protection (FDEP) provisional cleanup target levels. Marion County developed a concept plan to extend a centralized potable water system into the Lowell area that would provide clean drinking water within the proposed service area, including the State Fire College and other state-run facilities and makes water available for other users in the vicinity. On March 18, 2025, the Board approved an FDEP Grant Agreement to construct a new water main, fire hydrants, valves, fittings, and required appurtenances of the centralized potable water system extension for the Lowell area. The approved grant provides \$3.5M for a portion of the construction cost. MCU is seeking additional construction funding to complete the construction of all phases.

This item is for additional funding through FDEP's Drinking Water State Revolving Fund for financing the engineering planning and design for all phases of the project. FDEP determined that all requirements for a Loan and Principal Forgiveness have been met and awarded the County \$1,250,000. This agenda item is to execute the agreement for these funds to complete the entire engineering design.

BUDGET/IMPACT:

Neutral; \$1,250,000 Principal Forgiveness Loan

RECOMMENDED ACTION:

Motion to approve and authorize the Chairman and Clerk to execute the Drinking Water State Revolving Fund Planning and Design Loan Agreement DW420630.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Cretul Matthew (Dept) Administration - 1020
(Title) Legislative Manager (Phone) (352) 438-2303
Signature Matthew K. Cretul Date Thursday, June 19, 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

Marion County has applied for a principal-forgiveness loan through the Department of Environmental Protection's Drinking Water State Revolving Fund. I would like the agreement reviewed and approved as to its form.

For more information or discussion, contact: ☐ Same as above
(Name) Cunningham Tony (Title) Director, Marion County Utilities (Phone) (352) 307-4626
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, July 1, 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. 2025-537

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 Attorney

Outcome:

☒ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED

By Marion County Attorney- AT at 10:16 am, Jun 19, 2025

Attorney Signature: Thomas Schwartz Date 6/19/25

Staff Signature: Whitney Lusk Date: 6/19/25 Returned: ☒ Department ☐ Admin ☐ _____
Completed

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

MARION COUNTY, FLORIDA

**DRINKING WATER STATE REVOLVING FUND
PLANNING AND DESIGN LOAN AGREEMENT
DW420630**

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND PLANNING AND DESIGN LOAN
AGREEMENT

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DRINKING WATER STATE REVOLVING FUND PLANNING AND DESIGN LOAN
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**DRINKING WATER STATE REVOLVING FUND
PLANNING AND DESIGN LOAN AGREEMENT
DW420630**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and MARION COUNTY, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

RECITALS

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

The Department is authorized to allow Principal Forgiveness on Loans funded by the Federal Safe Drinking Water Act; and

The Project Sponsor applied for the financing of Planning and Design Activities, and the Department has determined that all requirements for a Loan and Principal Forgiveness have been met.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

- (1) “Agreement” or “Loan Agreement” shall mean this agreement.
- (2) “Authorized Representative” shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.
- (4) “Design Activities” shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(5) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(6) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(7) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(8) “Gross Revenues” shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(9) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(10) “Loan Application” shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(11) “Local Governmental Entity” means a county, municipality, or special district.

(12) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(13) “Planning Activities” shall mean the planning or administrative work necessary for the Project Sponsor to qualify for Drinking Water State Revolving Fund financing for construction of drinking water facilities.

(14) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(15) “Project” shall mean the Planning and Design Activities to address emerging contaminants. This Project is a Capitalization Grant Project as defined in Chapter 62-552, Florida Administrative Code.

(16) “Utility System” shall mean all devices and facilities of the Water System owned by the Project Sponsor.

(17) “Water System” shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(5) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its Planning and Design Activities financed by this Loan.

(6) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(7) The Project Sponsor shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and Loan disbursement receipts.

(8) RESERVED.

(9) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(10) The Project Sponsor agrees to complete the Planning and Design Activities in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted.

(11) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing Planning and Design Activities in order to construct facilities which will, in all events, serve a public purpose.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
4E-02D65725-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$1,250,000	149953

(2) Audits.

(a) In the event that the Project Sponsor expends \$1,000,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit or program specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

(c) If the Project Sponsor expends less than \$1,000,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than \$1,000,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III – RESERVED

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

4.02. CLOSE-OUT.

The Department shall conduct a final inspection of the Planning and Design Activities records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. After the Department establishes the final costs to be financed by the Loan, the itemized costs will be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

4.03. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred planning and design costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work; and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received.

(3) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Project Sponsor for disbursements of the planning and design funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-552.680, Florida Administrative Code, has been provided.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. RESERVED.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. RESERVED.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1) failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.11 below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Utility System.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of

any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - RESERVED

ARTICLE VIII - GENERAL PROVISIONS

8.01. RESERVED.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to offices and other sites where Planning and Design Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). A Final Amendment establishing the final costs financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights

hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.02) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "Guidance for Meeting EPA's Signage Requirements".

8.09. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.10. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.11. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

- (1) The Project Sponsor abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.12. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8.13. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ARTICLE IX – CONTRACTS AND INSURANCE

9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

- (a) Proof of advertising.
- (b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (e) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.
- (f) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.
- (g) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(2) The following must be provided to the Department for professional services contract(s):

- (a) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation.
- (b) Current certifications for Minority and Women's Business Enterprises participating in the contract.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit the following documents:

- (a) Contractor insurance certifications.
- (b) Executed Contract(s).
- (c) Notices to proceed with construction.

(2) After the Project Sponsor has awarded the professional services contract(s), the Project Sponsor shall submit the following documents:

(a) Executed Contract(s).

(b) Professional Services Procurement Certification.

9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$1,250,000. Of that, the estimated amount of Principal Forgiveness is \$1,250,000.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that actual Project costs have not been determined as of the effective date of this Agreement. An adjustment may be made due to a reduction in the scope of work proposed for Loan funding as a result of the planning process. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final costs shall be established in the final amendment. Changes in costs may also occur as a result of the Project Sponsor's audit or the Department's audit.

The Project Sponsor agrees to the following estimates of the Project costs:

CATEGORY	PROJECT COSTS (\$)
Planning and Design Activities	1,250,000
Less Principal Forgiveness	<u>(1,250,000)</u>
TOTAL (Loan Amount)	0

10.07. SCHEDULE.

All Planning and Design Activities shall be completed no later than the date set forth below.

(1) Invoices submitted for work performed on or after August 14, 2024 may be eligible for reimbursement.

(2) Completion of all Planning and Design Activities for all Project facilities proposed for loan funding no later than June 15, 2026.

10.08. SPECIAL CONDITIONS.

Prior to execution of this Agreement, the following items must be submitted:

(1) A signed Project Sponsor's Professional Services Procurement Certification form;
and

(2) A signed contract between the engineering consulting firm and the Project Sponsor with specific details of the planning and design work to be completed; and

(3) The Project Sponsor shall submit a certified copy of the Resolution which authorizes the application and designates an Authorized Representative for signing the application and executing the Loan Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW420630 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

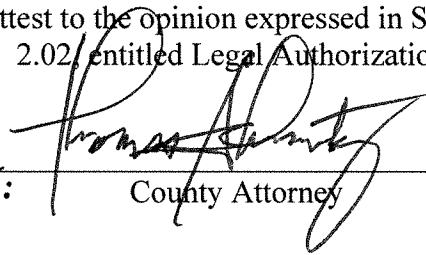
for
MARION COUNTY

Chairman of the Board

Attest:

I attest to the opinion expressed in Section
2.02, entitled Legal Authorization.

County Clerk
SEAL

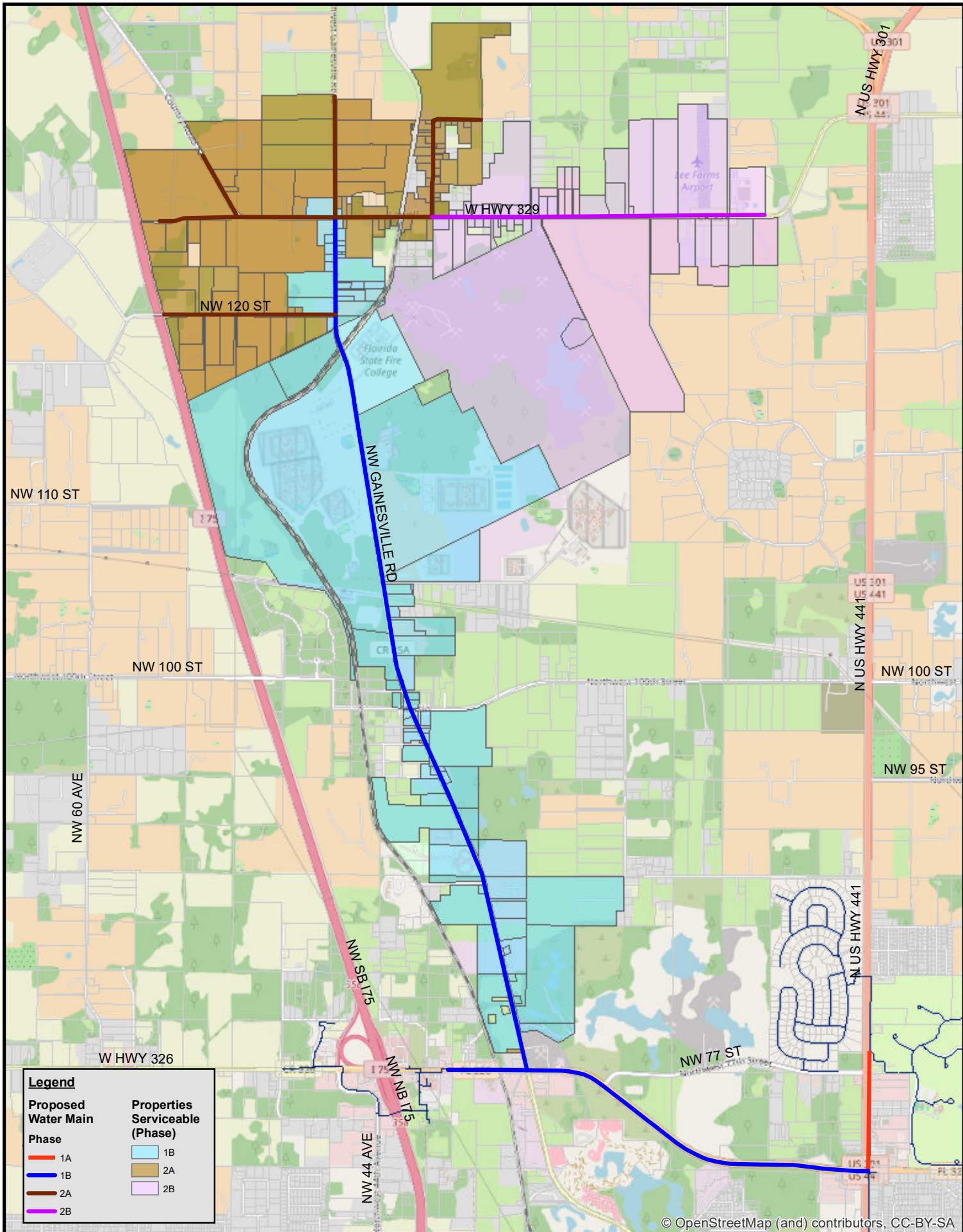
for: 

County Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date





Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19626

Agenda Date: 7/1/2025

Agenda No.: 8.1.

SUBJECT:

Adoption of Resolution Designating an Administrative Authority Pursuant to Florida Statutes Section 177.071, as Amended by 2025 SB 784

INITIATOR:

Matthew G. Minter, County Attorney

DEPARTMENT:

County Attorney

DESCRIPTION/BACKGROUND:

The Florida Legislature has adopted SB 784 ("the Act") that has an effective date of July 1, 2025. The Act has been transmitted to the Governor and as of this date, the Governor has not acted on the Act. The Act requires county governments to provide that certain plat or replat submittals be administratively approved, and requires the governing body of counties to designate an administrative authority to receive, review, and process plat or replat submittals, and imposes specific requirements for such administrative authority related to plan and replat approvals.

The Act also requires the governing body to designate the administrative authority by ordinance or resolution and the Board desires by this Resolution to designate such administrative authority for Marion County so that will be established before the July 1, 2025 effective date of the Act. It is the intent of the Board that if the Act becomes law either by, or without the Governor's signature by July 1, 2025, the Board will by Ordinance adopt revisions to the Marion County Land Development Code consistent with this Resolution and the Act. Further, it is the intent of the Board that if the Act does not become law by July 1, 2025, then this Resolution shall be automatically repealed on July 2, 2025

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve and authorize Chairman and Clerk to execute the Resolution Designating an Administrative Authority Pursuant to Florida Statutes Section 177.071, as amended by 2025 SB 784.

RESOLUTION NO. 25-R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, DESIGNATING AN ADMINISTRATIVE AUTHORITY TO RECEIVE, REVIEW, AND PROCESS PLAT OR REPLAT SUBMITTALS AS PROVIDED IN 2025 FLORIDA SB 784; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONTINGENT REPEAL OR CODIFICATION BY ORDINANCE IN THE COUNTY LAND DEVELOPMENT CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Marion County Land Development Code Section 2.19.4., the Board of County Commissioners, as the governing body of Marion County, is currently the designated authority to approve plat and replat applications; and

WHEREAS, the Florida Legislature has adopted SB 784 (“the Act”) that has an effective date of July 1, 2025. The Act has been transmitted to the Governor and as of this date, the Governor has not acted on the Act; and

WHEREAS, the Act requires county governments to provide that certain plat or replat submittals be administratively approved; and

WHEREAS, the Act requires the governing body of counties to designate **an administrative authority** to receive, review, and process plat or replat submittals, and the Act imposes specific requirements for such administrative authority related to plan and replat approvals; and

WHEREAS, the Act requires the governing body to **designate the administrative authority and administrative official** by ordinance or resolution; and

WHEREAS, the Board desires by this Resolution to designate such **administrative authority and administrative official** for Marion County so that will be established before the July 1, 2025 effective date of the Act; and

WHEREAS, it is the intent of the Board that if the Act becomes law either by, or without the Governor’s signature by July 1, 2025, the Board will by Ordinance adopt revisions to the Marion County Land Development Code consistent with this Resolution and the Act; and

WHEREAS, it is the intent of the Board that if the Act does not become law by July 1, 2025, then this Resolution shall be automatically repealed on July 2, 2025;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida,

SECTION 1. Designation of Administrative Authority and Administrative Official The Board of County Commissioners of Marion County, Florida, as the governing body of Marion County, hereby designates the **Marion County Development Review Committee** as the administrative authority to receive, review, and process plat or replat submittals, pursuant to Florida Statutes Section 177.071, as amended by 2025 SB 784. The Board further designates the **County Administrator or his/her assigned Assistant County Administrator (ACA) to be the administrative official who** shall be responsible for approving, approving with conditions, or denying each proposed plat or replat in accordance with the requirements of the Act.

SECTION 2. Severability If any section or provision of this Resolution is declared invalid by a Court of competent jurisdiction, the remaining provisions of the Resolution shall continue in effect.

SECTION 3. Automatic Repeal If the Act does not become law by July 1, 2025, this Resolution shall be automatically repealed as of July 2, 2025.

SECTION 4. Revision to County Land Development Code If the Act becomes law by July 1, 2025, County Growth Services staff shall prepare an Ordinance to amend the Land Development Code to incorporate the provisions of the Act and this Resolution into the Land Development Code no later than September 30, 2025.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 1st day of July, 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.: 2025-18684

Agenda Date: 7/1/2025

Agenda No.: 9.1.

SUBJECT:

Request for Release of Lien on Code Enforcement Case Number 524014; Parcel Number 4221-004-006

INITIATOR:

Chuck Varadin, Director

DEPARTMENT:

Growth Services

DESCRIPTION/BACKGROUND:

On November 10, 2009, an abatement lien in the amount of \$3,491.82, plus interest, was recorded against Linda Petzolt for the removal of an unsafe structure and junk located on her property at 14383 SE 42nd Terrace, Summerfield, FL.

The property ownership has changed once since the lien was recorded. In October 2024, the current owner, Leticia Gomez, paid the \$250.00 fee and submitted an application requesting relief of the lien.

	Varying %	Flat 4%
Code Enforcement Board lien	\$ 0	\$ 0
Abatement cost	\$ 3,491.82	\$ 3,491.82
Case costs	\$ 464.20	\$ 464.20
Abatement interest through 12/24	\$ 5,429.55	\$ 2,103.68
<u>Tax Deed overbid money received</u>	<u>\$(8,032.80)</u>	<u>\$(8,032.80)</u>
Total/Balance	\$ 1,352.77	\$-1,973.10

Marion County Property Appraiser shows the 2024 market value is \$14,688 and the assessed value is \$9,199.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to deny a rescission of the lien for Case Number 524014; Parcel Number 4221-004-006, leaving the lien in full force and effect.



LEGAL REQUEST MEMORANDUM (LRM)

APR - 2 2025

Received by: PI

From: (Name) Jemery Patricia (Dept) Code Enforcement - 3440
Last First
(Title) Administrative Assistant (Phone) 352-671-8912
Signature _____ Date Thursday, March 27, 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

Case number 524014-Gomez (Petzolt)
Please review the attached agenda item for legal sufficiency, sign, and return the original for processing.

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, May 6, 2025
Agenda Deadline Date for **Legal:** Friday, April 4, 2025 Agenda Deadline Date for **Admin:** Thursday, April 17, 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. 2025-270

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Thomas Schwartz Asst. County Attorney ☒ Valdoston Shealey Asst. County Attorney

Outcome:

Date Received:

☒ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other: _____

RECEIVED

By Marion County Attorney- AT at 11:16 am, Mar 27, 2025

Attorney Signature: [Signature] Date 3/31/25
Staff Signature: [Signature] Date: 3/31/25 Returned: ☒ Department ☐ Admin ☐
Completed



**Marion County
Board of County Commissioners**

Growth Services ▪ Code Enforcement

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

April 2, 2025

Leticia Gomez
8231 Nemours Parkway
Orlando, Florida 32827

RE: CASE NUMBER 524014 // 665876

Dear Leticia Gomez:

Your request for a possible rescission or reduction of the lien on the above referenced case has been scheduled to be presented on Tuesday, May 6, 2025, at the Board of County Commissioners public meeting.

The meeting will be held at the Commissioners auditorium located at 601 SE 25th Ave., Ocala, Florida, and will start at 9:00 a.m.

Please plan on attending this meeting. If for some reason you are unable to attend, please contact me at 352-671-8912, so we can reschedule your request for a different date. If you do not contact us to reschedule, the request will be presented in your absence.

There will be a record kept of the meeting which may, upon payment of reasonable preparation charges, be available for appeals of the Board's action. Appeals are governed by Section 2-208 of the Code. The Board may, in accordance with Section 2-206(d) of the Code, proceed in your absence.

Sincerely,

Patricia Jemery

Patricia Jemery
Administrative Staff Assistant
Main: 352-671-8900 Direct: 352-671-8912

letygonmez04@hotmail.com

Jemery, Patricia

From: Lety Gomez <letygomez04@hotmail.com>
Sent: Monday, March 31, 2025 6:54 PM
To: Jemery, Patricia
Subject: Re: MESSAGE SENT RECEIPT FOR: Notice to Appear at BCC meeting

CAUTION: THIS MESSAGE IS FROM AN EXTERNAL SENDER

This email originated from outside the organization. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe. Report suspicious emails using the "Phish Alert" button in Outlook or contact the Helpdesk.

Yes, I confirmed for the July 1st meeting.

From: Jemery, Patricia <Patricia.Jemery@marionfl.org>
Sent: Monday, March 31, 2025 3:46 PM
To: letygomez04@hotmail.com <letygomez04@hotmail.com>
Subject: FW: MESSAGE SENT RECEIPT FOR: Notice to Appear at BCC meeting

Good day,

This is to follow up on our phone conversation regarding the meeting scheduled for the May 6, 2025, Marion County Board of County Commissioners meeting. You requested that the meeting be rescheduled for the July 1st meeting.

Please confirm that this is the date you wish to attend for your request for a rescission/reduction of the lien. Once you confirm the date, I will send a new notice to appear.

Regards,

Patricia Jemery
Administrative Staff Assistant
Growth Services

Marion County Board of County Commissioners
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Main: 352-671-8900 | Direct: 352-671-8912 | FAX: 352-671-8903
Empowering Marion for Success!

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

-----Original Message-----

From: Jemery, Patricia <Patricia.Jemery@marionfl.org>
Sent: Thursday, March 27, 2025 10:02 AM
To: Jemery, Patricia <Patricia.Jemery@marionfl.org>
Subject: MESSAGE SENT RECEIPT FOR: Notice to Appear at BCC meeting

Message Below was Sent to <letygomez04@hotmail.com> on 3/27/2025 10:01:55 AM

Good day,

We have scheduled your request for hearing before the Marion County Board of County Commissioners and have received a payment via the tax deed sale surplus funds. The request for hearing will be for the remaining balance due.

Regards,

Patricia Jemery

Administrative Staff Assistant

Growth Services

Main: 352-671-8900 | Direct: 352-671-8912 | FAX: 352-671-8903 Empowering Marion for Success!

<<https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.marioncountyfl.org%2F&data=05%7C02%7C%7C74ee1a40b5c74240a2d108dd708cc07a%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C638790472085662692%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIsIlAiOiJXaW4zMlslkFOljoITWFpbCIsIlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=87P%2BSMqqzq%2BRclbuPK%2B8cGaMAXyzCqEdseWX6CGXfms%3D&reserved=0>>



**Marion County
Board of County Commissioners**

Growth Services ▪ Code Enforcement

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

March 27, 2025

Leticia Gomez
8231 Nemours Parkway
Orlando, Florida 32827

RE: CASE NUMBER 524014 // 665876

Dear Leticia Gomez:

Your request for a possible rescission or reduction of the lien on the above referenced case has been scheduled to be presented on Tuesday, May 6, 2025, at the Board of County Commissioners public meeting.

The meeting will be held at the Commissioners auditorium located at 601 SE 25th Ave., Ocala, Florida, and will start at 9:00 a.m.

Please plan on attending this meeting. If for some reason you are unable to attend, please contact me at 352-671-8912, so we can reschedule your request for a different date. If you do not contact us to reschedule, the request will be presented in your absence.

There will be a record kept of the meeting which may, upon payment of reasonable preparation charges, be available for appeals of the Board's action. Appeals are governed by Section 2-208 of the Code. The Board may, in accordance with Section 2-206(d) of the Code, proceed in your absence.

Sincerely,

Patricia Jemery

Patricia Jemery
Administrative Staff Assistant
Main: 352-671-8900 Direct: 352-671-8912

letygomez04@hotmail.com



**Marion County
Board of County Commissioners**

Growth Services • Code Enforcement

2710 E. Silver Springs Blvd
Ocala FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

Marion County
Code Enforcement

OCT 30 2024

Received by:

**Marion County Code Enforcement
Request for Rescission or Reduction
Abatement Certification and Claim of Lien**

CASE NUMBER: 524014 / 665876

Date: 10/30/24

Name: Leticia Gomez

Address: 8231 Nemours Parkway Orlando, FL. 32827

Phone Number: 863-447-4318

Growth Services Director:

I am requesting to appear before the Marion County Board of County Commissioners for a possible rescission or reduction of the lien on the above referenced case.

Give detailed justification explaining the reason for this request and lien for which you seek relief.

I recently purchased the referenced property through a tax deed sale on October 24, 2024, unaware of an existing lien. As soon as I discovered it, I began taking steps to resolved the issue. The property is currently vacant and has been in compliance since my purchase. I will ensure it remains in compliance going forward. I am requesting consideration for a lien rescission or reduction , this will allow me to maintain the property to the fullest standards and obligation to the county requirements.

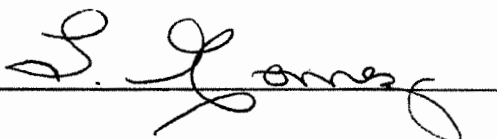
Where you the owner of the property at the time the property was abated and lien recorded? No

Did you purchase the property after the county abated the property and lien was recorded? Yes

Was a title search performed? No

Are the property taxes paid? Yes

Have any improvements to the property been made that are not reflected on the Property Appraiser report? No, the property is vacant land.

Applicant's signature: 

Official Receipt - Marion County Board of County Commissioners

1222

Transaction Number	Transaction Date	Posting Date	Payment Slip Number	Status
1334243	10/31/2024	10/31/2024	CC 665876	POSTED

TRAILER IS NOW SUPPOSED TO BE UNOCCUPIED, TREE FELL PAYOR: LETICIA GOMEZ
14383 SE 42ND TER SUMMERFIELD
PETZOLT LINDA
PETZOLT LINDA
STRUCTURAL

Fee Information

Fee Code	Description	GL Account	Amount	Waived
CE18	CODE RECORDED LIEN RESC/REDCT	AA317369 369950	\$250.00	

Total Fees \$250.00

Payment Information

Pay Code	Account / Check Number	Amount
ECHECK	2267	\$250.00

Total Cash \$0.00

Total Non Cash \$250.00

Grand Total \$250.00

User: CE344PJ Cashier: CE344PJ Location: 4 Station: DP20230028

Memo: Payment for request for rescission or reduction of abatement
certification and claim of lien.

Jemery, Patricia

From: Jemery, Patricia
Sent: Monday, November 25, 2024 5:05 PM
To: Hough, Robin
Cc: Varadin, Chuck
Subject: L. Gomez

I spoke with Mrs. Gomez case number 524014, and advised her of the possibility of surplus money from the tax deed sale. I suggested that she wait 120 days before going to the BCC and she agreed. 120 days would be near the March BCC meeting so I suggested the April BCC meeting and she agreed.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS GROWTH SERVICES - CODE ENFORCEMENT ABATEMENT LIEN OFFICIAL PAYOFF		
March 25, 2025		
Ref.: Case No.: 524014 / 665876		Folio NO.: 4221-004-006
Mailing Address LINDA PETZOLT 9280 SW 150TH LN DUNNELLON, FL 34432-7904		Violation Address 14383 SE 42ND TER SUMMERFIELD, FL 34491
Certification and Claim of Lien Amount		\$ 3,400.00
Administrative and Collection fees		\$ 91.82
Sub Total		\$ 3,491.82
Certification and Claim of Lien Recorded with Marion County Clerk of Court Official Records Book 05277 / Page 0862		
Lien recorded on		11/10/2009
Payoff valid until		1/7/2025
Total number of days the lien has been recorded		5536
Total Amount of Interest		\$ 5,429.55
CE Case Costs		\$ 464.20
GREGORY C HARRELL CLERK OF COURT AND COMPTROLLER TAX DEED SALE SURPLUS FUNDS		\$ (8,032.80)
Total Amount Due		\$ 1,352.77
<p style="text-align: center;">Please make payment to Marion County Board of County Commissioners and submit to:</p> <p>Marion County Code Enforcement Attn: Liens 2710 E. Silver Spring Blvd. Ocala, FL 34470</p> <p>If you have any questions, please feel free to contact me at (352) 671-8912.</p> <p>Sincerely,</p> <p>Patricia Jemery Administrative Staff Assistant Marion County Growth Services Department</p>		

Official Receipt - Marion County Board of County Commissioners

1225

Transaction Number	Transaction Date	Posting Date	Payment Slip Number	Status
1369021	3/24/2025	3/24/2025	CC 665876	POSTED

TRAILER IS NOW SUPPOSED TO BE UNOCCUPIED, TREE FELL PAYOR: GREGORY C HARRELL CLERK OF COURT &
 14383 SE 42ND TER SUMMERFIELD
 PETZOLT LINDA
 PETZOLT LINDA
 STRUCTURAL

Fee Information

Fee Code	Description	GL Account	Amount	Waived
CE04	FINES, ABATEMENT/ UNSAFE STRUC	AA317354 354001	\$3,400.00	
CE06	FINES, INTEREST	AA317361 361150	\$4,632.80	
Total Fees			\$8,032.80	

Payment Information

Pay Code	Account / Check Number	Amount
CHECK	190496	\$8,032.80
Total Cash		\$0.00
Total Non Cash		\$8,032.80
Grand Total		\$8,032.80

User: CE344PJ Cashier: CE344PJ Location: 4 Station: DP20230028

Memo: GREGORY C HARRELL CLERK OF COURT AND COMPTROLLER TAX DEED SALE SURPLUS
 FUNDS RECEIVED 3/24/25 AND APPLIED TO BALANCE DUE.



GREGORY C. HARRELL
 CLERK OF COURT AND COMPTROLLER
 STATE OF FLORIDA, COUNTY OF MARION
 PO BOX 1030, OCALA, FL 34478-1030
 DISBURSEMENT ACCOUNT

TRUIST BANK
 64-79/611

CHECK DATE
 03/13/25

CHECK NO.
 190496

AMOUNT \$*****8,032.80*

PAY THE SUM OF EIGHT THOUSAND THIRTY TWO DOLLARS & 80 CENTS

Void 6 Months After Date

TO THE ORDER OF MARION COUNTY CODE ENFORCEMENT BD
 2710 E SILVER SPRINGS BLVD
 OCALA FL 34470



Gregory C. Harrell
 CLERK OF COURT AND COMPTROLLER

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

GREGORY C. HARRELL - CLERK OF COURT AND COMPTROLLER
 STATE OF FLORIDA, COUNTY OF MARION

VENDOR NO. 13847

CHECK NO. 190496

ACCOUNT	PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
653 22920302		TD-295990	8,032.80	Tax Deeds

13847

MARION COUNTY CODE ENFORCEMENT BD

Tax Deed Overbid Disbursement

Tax Deed Sale #: 295990
Cert./Year: 19594-2017
Sale Date: 10/23/24
Assessed Owner(s): Linda Petzolt
Amount of Surplus: \$8,032.80

Claimant(s):Recommended
Disbursement

1) <u>Marion County Code Enforcement</u> – This claim is based upon that certain Certification and Claim of Lien – Unsafe Structure of the Marion County Code Enforcement Board recorded at OR 5277/862. Although there appear to be other liens on this property, the lien of Marion County Code Enforcement is entitled to first priority pursuant to F.S. 197.582. As such, I recommend that this claim be granted, a check cut and made payable to “Marion County Code Enforcement” in the amount of \$8,032.80, and mailed to 2710 E. Silver Springs Blvd., Ocala, FL 34471.	\$8,032.80
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Total Disbursed:

\$8,032.80

/rwd

3.3.25

Complete and return to:
Clerk of the Circuit Court and Comptroller
Attn: Tax Deed Dept.
P.O. Box 1030
Ocala, FL 34478-1030



Claims submitted by Mortgage
and Lien Holders must be filed
within 120 days of the date the
surplus notice was mailed or they
are barred.

1228

PLEASE PRINT INFORMATION

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

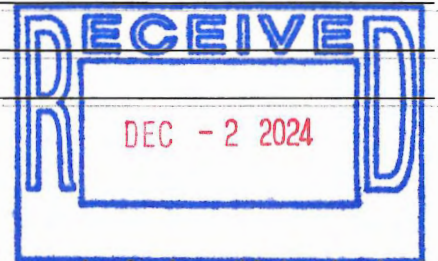
Tax Deed #: 295990 Cert#/year: 19594-2017 Parcel #: 4221-004-006 Sale Date: Oct-23-2024

Note: The Clerk of the Court must pay all valid liens before distributing funds to a titleholder.

Claimant's Name: Marion County Code Enforcement
Contact Name, if applicable: Patricia Jemery, Code Enforcement Administrative Assistant
Address: 2710 E Silver Springs Blvd; Ocala FL 34471
Telephone Number: 352-671-8912
Email Address: patricia.jemery@marionfl.org

I am a (check one): ☒ Lienholder ☐ Titleholder

Select One: ☒ I claim surplus proceeds resulting from the above tax deed sale.
☐ I am **NOT** making a claim and **waive** any claim I might have to the surplus funds on this tax deed sale.



1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property.)

(a) Type of Lien: ☐ Mortgage ☐ Court Judgment ☐ Condo or Homeowner Association Lien ☒ Other

Describe in Detail: Certification and Claim of Lien Unsafe Structure

If your lien is recorded in Marion County's Official Records, list the following, if known:

Recording Date: 11/10/2009 Instrument #: 2009097315 Book/Page #: 05277/0862

(b) Original Lien Amount: \$3,400.00 Amount Due: \$ 8,921.37 Principal Remaining Due: \$ 3,400.00

Interest Due: \$5,429.55 Fees & Costs*: 91.82 Attorney Fees Claimed: \$ 0.00

*Including late fees. Describe costs in detail, including additional sheet if needed:

2. TITLEHOLDER INFORMATION (Complete if claim is based on title formerly held on sold property.)

(a) Nature of Title: ☐ Deed ☐ Court Judgment ☐ Other:

If your former title is recorded in Marion County's Official Records, list the following, if known:

Recording Date: Book/Page #:

Amount of surplus tax deed sale proceeds claimed:

Does the titleholder claim the subject property was homestead property? ☐ Yes ☐ No

3. I request that payment of any surplus funds due me be made payable to: MC Board of County Commissioners
and such payment be mailed to either the address above or to:
Marion County Code Enforcement, ATTN: Liens, 2410 E. Silver Springs Blvd, Ocala, FL 34470

4. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: _____

Print Name & Title: Chuck Varadin, Growth Services Director

STATE OF Florida

COUNTY OF Marion

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization
on Nov. 25, 2024 by Chuck Varadin who is ☒ personally known to me or ☐ has produced
_____ as identification and who did take an oath.

Patricia Jemery
Notary Public

My Commission Expires



PATRICIA JEMERY
Commission # HH 140711
Expires September 15, 2025
Bonded Thru Budget Notary Services

5. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: _____

Print Name & Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization
on _____ by _____ who is ☐ personally known to me or ☐ has produced
_____ as identification and who did take an oath.

Notary Public

My Commission Expires

Please list legal description of property here or add as attachment:

PARCEL NO.

PROPERTY ADDRESS -

PROPERTY APPRAISER DATA - PARCEL FULL LEGAL

CC# 665874
A/O# 524014

1230



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

NOTICE OF SURPLUS FUNDS

DATE: 11/20/2024

SALE # 295990

CERTIFICATE NUMBER: 19594-2017

NAME IN WHICH ASSESSED: LINDA PETZOLT

DESCRIPTION OF PROPERTY: 4221-004-006

SEC 14 TWP 17 RGE 22

BELLEVUE HEIGHTS ESTATES UNIT 21

BLK 4 LOT 6

PLAT BOOK H PAGE 058

Marion County
Code Enforcement

NOV 25 2024

Received by:

Pursuant to Chapter 197, Florida Statutes, the above property was sold at public sale on **Oct-23-2024**, and a surplus of \$ 8,654.13 (subject to change) will be held by this office **120 days** beginning on the date of this notice to benefit the persons having an interest in the property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy in full, each claimant with a senior mortgage or lien in the property before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, **you must file a notarized surplus claim form with this office within 120 days of this notice.**

Parties claiming as a lienholder/ mortgage holder will need to complete the top portion of the claim form, sections 1 & 3 and sign in front of a Notary public. If you are a lienholder, your claim must include the particulars of your lien and the amounts currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

After the office examines the filed claim statements, you will be notified by mail if you are entitled to any payment.

If your claim has been satisfied, released, or you are waiving your claim, **please check the "No claim will be filed" box on the claim form** and return it to our office so that any other liens can be considered.

You must also enclose a copy of your Driver's License. Supporting documentation must be **certified copies** if not recorded in Official records of Marion County, Florida. Return a copy of this cover letter with your surplus claim form and W-9 IRS form to: Gregory C. Harrell, Clerk of the Court; Attn: Tax Deed Clerk; P.O. Box 1030; Ocala, FL 34478. If you do not have a United States Taxpayer identification number, an IRS W-8BEN form is available at the Internal Revenue website www.irs.gov.

If you have any questions, please contact the Tax Deed office at (352) 671-5648 or (352) 671-5649. YOU MAY CLAIM SURPLUS FUNDS FROM OUR OFFICE FREE OF CHARGE. PAYING A FEE OR PERCENTAGE OF THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED TO SUBMIT THE ENCLOSED CLAIM FORM.

Tax Deed Clerk



TAX DEED

1231



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 10/28/2024 03:12:36 PM
FILE #: 2024141381 OR BK 8454 PGS 1178-1181
REC FEES: \$35.50 INDEX FEES: \$0.00
DDS: \$88.20 MDS: \$0 INT: \$0

GREGORY C. HARRELL
Clerk of Court and Comptroller

SALE # 295990
PROPERTY ID NUMBER 4221-004-006

STATE OF FLORIDA
COUNTY OF MARION

Tax Certificate Numbered 19594 issued on Jun 01, 2017 was filed in the office of the tax collector of Marion County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 23rd day of October, 2024, the land was offered for sale. It was sold to, **LETICIA GOMEZ** address **8231 NEMOURS PKWY; ORLANDO, FL 32827**, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.
Description of lands:

SEC 14 TWP 17 RGE 22
BELLEVUE HEIGHTS ESTATES UNIT 21
BLK 4 LOT 6
PLAT BOOK H PAGE 058


On 24th day of October, 2024, in Marion County, Florida, for the sum of (\$ 12,600.00) TWELVE THOUSAND SIX HUNDRED AND 00 / 100-----Dollars, the amount paid as required by law.

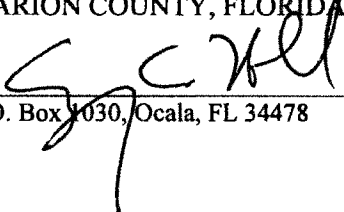
GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER
MARION COUNTY, FLORIDA

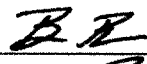


SUBJECT TO CURRENT TAXES

WITNESS:

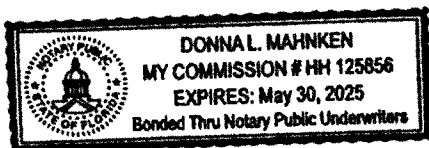

Printed Name: M. Campbell
Address: P.O. Box 1030, Ocala, FL 34478


P.O. Box 1030, Ocala, FL 34478


Printed Name: Brian Buell
Address: P.O. Box 1030, Ocala, FL 34478

STATE OF FLORIDA
COUNTY OF MARION

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this October 24, 2024, by GREGORY C. HARRELL, Clerk of Court and Comptroller in and for the State and this County, who is ☒ personally known or ☐ produced identification, type of identification produced _____, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be her own free act and deed for the use and purposes therein mentioned.
Witness my hand and official seal date aforesaid.




Notary Public



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

CLERK'S AFFIDAVIT CERTIFICATE

STATE OF FLORIDA
COUNTY OF MARION

SALE # 295990
CERTIFICATE: 19594-2017

I, GREGORY C. HARRELL, Clerk of Court and Comptroller of the above state and county, do hereby certify that a copy of the NOTICE OF APPLICATION FOR TAX DEED PUBLICATION AND THE WARNING NOTICE LETTER was delivered on Sep-03-2024 by certified, registered and/or regular mail to the name(s) and/or address(es) listed below and/or were delivered to the Marion County Sheriff Department for posting at the situs address.

CHARLES E BERK FAMILY TRUST, 1525 SE 59TH STREET, OCALA FL 34480
LINDA PETZOLT, 14383 SE 42ND TER, SUMMERFIELD FL 34491
LINDA PETZOLT, PO BOX 1810, DUNNELLON FL 34430-1810
MARION COUNTY CODE ENFORCEMENT, 2710 E SILVER SPRINGS BLVD, OCALA FL 34470
WESTERN UNITED LIFE ASSURANCE COMPANY, 4424 N SULLIVAN RD, SPOKANE VALLEY WA 99214
WESTERN UNITED LIFE ASSURANCE COMPANY, PO BOX 14010, SPOKANE VALLEY WA 99214
CAZBARI ENTERPRISES INC, 1878 S OLD MILL DR, DELTONA FL 32725-3631
LINA PETZOLT, 9455 SW 156TH PLACE, DUNNELLON FL 34432
SITUS, 14383 SE 42ND TER, SUMMERFIELD FL 34491

In witness whereof, I have hereunto set my hand and official seal this 3rd day of September, 2024.

GREGORY C. HARRELL
Clerk of Court and Comptroller
Marion County, Florida



By: BB
Deputy Clerk

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Attn Finance Dept
Marion County Clerk of Court - Tax Deeds
Po Box 1030
Ocala FL 34478-1030

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 Notice of Application for Tax Deeds, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

09/03/2024, 09/10/2024, 09/17/2024, 09/24/2024

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 09/24/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$240.00
Tax Amount: \$0.00
Payment Cost: \$240.00
Order No: 10523346
Customer No: 533579
PO #: LSAR0151993

of Copies:
0

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF APPLICATION FOR
TAX DEED

NOTICE IS HEREBY GIVEN,
that CHARLES E BERK FAMILY
TRUST the holder of the following
certificate has filed said certificate
for a tax deed to be issued thereon.
The certificate number and year
of issuance, the description of the
property, and the names in which it
was assessed are as follows:

Certificate No. 19594 Year of Issu-
ance: 2017

Description of Property:
4221-004-006
SEC 14 TWP 17 RGE 22
BELLEVIEW HEIGHTS ESTATES
UNIT 21
BLK 4 LOT 6
PLAT BOOK H PAGE 058

Name in which assessed: LINDA
PETZOLT

Said property being in the County of
Marion, State of Florida.

Unless such certificate shall be
redeemed according to law the prop-
erty described in such certificate
shall be sold to the highest bidder
online at [https://marion.realtax-
deed.com](https://marion.realtax-deed.com) scheduled to begin at 9:00
a.m. E.S.T. October 23, 2024.

Dated this September 3 2024
GREGORY C. HARRELL, CLERK
OF THE COURT AND COMP-
TROLLER OF MARION COUNTY,
FLORIDA

SIGNATURE: Gregory C. Harrell
September 3, 10, 17, 24 2024
LSAR0151993

CERTIFICATION AND CLAIM OF LIEN UNSAFE STRUCTURE

TO: LINDA PETZOLT
9280 SW 150TH LN
DUNNELLON, FL 34432-7904

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 11/10/2009 01:55:40 PM

FILE #: 2009097315 OR BK 05277 PG 0862

RECORDING FEES 10.00

NOTICE IS HEREBY GIVEN and the undersigned hereby certifies that the unsafe structure located at **14383 SE 42ND TER**, Marion County, Parcel **#4221-004-006**, has been removed at County expense, pursuant to a violation notice dated **April 14, 2009**, Code Enforcement case number **524014JB**.

The undersigned certifies that the actual cost of remedying the violation, including expenses, totals **three thousand four hundred ninety-one dollars and eight-two cents (\$3,491.82)** and a lien in such amount, **plus interest** at the rate of **twelve percent (12%) per annum**, from the date of recording until paid, shall constitute a lien against your property. The collection agency fee, currently 20%, and ten dollars (\$10.00) administrative costs will also be added to the total payoff amount and the lien will be reported to credit bureaus.

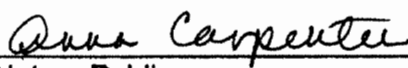
This lien is claimed by Marion County pursuant to the provisions of Marion County Code, Chapter 5.5, Article II, Section 5.5-33, Standard Unsafe Building Abatement Code, Section 701. You may obtain a release of lien by paying the costs to the Marion County Code Enforcement Department, 2710 E. Silver Springs Blvd., Ocala, Florida 34470.

I HEREBY CERTIFY that the information contained herein is true and correct as of this 6th day of **November, 2009**.



Lee Niblock
County Administrator

Sworn to and subscribed before me this
6th day of November, 2009
by Lee Niblock, who is personally
known to me.



Notary Public

After recording, please return to:
Code Enforcement
2710 E. Silver Springs Blvd.
Ocala, Florida 34470
(352) 671-8900



PROPERTY APPRAISER DATA PARCEL DETAIL

Roll Year: 2024
Parcel ID ; 4221-004-006

Alternat Key 2402857

Roll 1

Status 0

Parent Parcel 4221-000-000

Special Use CD
Owner's Name & Address
Location

PETZOLT LINDA

14383 SE 42ND TER SUMMERFIELD

14383 SE 42ND TER

219

SUMMERFIELD FL

176.82

344913009

TaxRoll Page 16882

Map Nbr
TaxRoll Line 31

Total Taxes
Acres 0.26

Nbr of Buildings 0

Millage Grp	NBHD	Commercial	Appraised on	Add to Roll	Last Action	Residency Yr	Exempt	CD/YR
9001	9414	0	8/13/2019	4/3/1990	7/17/2024 1:07:40 PM		0	0

Full Legal
Notes

 SEC 14 TWP 17 RGE 22
 PLAT BOOK H PAGE 058
 BELLEVIEW HEIGHTS ESTATES UNIT 21
 BLK 4 LOT 6

HIST VALUE

SALES HIST

EXEMPTIONS

LAND DESCRIPT

BUILDING INFO

MISC IMPROV

E911 ADDR

BASE YEAR

BACK

QUERY

FULL LEGAL

PROPERTY APPRAISER DATA - PARCEL FULL LEGAL

Parcel ID 4221-004-006**Roll Year** 2024**OWNER** PETZOLT LINDA**APPRAISED ON** 8/13/2019**PROPERTY LOCATION** 14383 SE 42ND TER SUMMERFIELD**Full Legal**

SEC 14 TWP 17 RGE 22
PLAT BOOK H PAGE 058
BELLEVIEW HEIGHTS ESTATES UNIT 21
BLK 4 LOT 6

[Detail](#)

CE Case Costs

	Personnel & Operating Expenditures	plus 4% average capital costs	Total Adjusted Expenditures	FY No. of site visits	Cost per site visit	No. of site visits	Case cost per FY	Case Number	Lien Type
FY 04	\$1,562,846	\$62,513.84	\$1,625,359.84	CE & AC	\$81.27		\$0.00		
FY 05	\$1,948,328.00	\$77,933.12	\$2,026,261.12	CE & AC	\$101.31		\$0.00		
FY 06	\$2,478,952.00	\$99,158.08	\$2,578,110.08	CE & AC	\$128.91		\$0.00		
FY 07	\$2,674,728.00	\$106,989.12	\$2,781,717.12	CE & AC	\$139.09		\$0.00		
FY 08	\$2,036,397.00	\$81,455.88	\$2,117,852.88	CE & AC	\$105.89		\$0.00		
FY 09	\$1,115,861.00	\$44,634.44	\$1,160,495.44	0.01%	\$116.05	4	\$464.20	524014	Abatement
FY 10	\$974,555.32	\$38,982.21	\$1,013,537.53	0.01%	\$101.35		\$0.00		
FY 11	\$858,967.73	\$34,358.71	\$893,326.44	0.01%	\$89.33		\$0.00		
FY 12	\$799,032.62	\$31,961.30	\$830,993.92	0.01%	\$83.10		\$0.00		
FY 13	\$781,822.21	\$31,272.89	\$813,095.10	0.01%	\$81.31		\$0.00		
FY 14	\$810,971.76	\$32,438.87	\$843,410.63	0.01%	\$84.34		\$0.00		
FY 15	\$879,953.44	\$35,198.14	\$915,151.58	10175	\$89.94		\$0.00		
FY 16	\$853,648.02	\$34,145.92	\$887,793.94	10303	\$86.17		\$0.00		
FY 17	\$892,508.11	\$35,700.32	\$928,208.43	10654	\$87.12		\$0.00		
FY 18	\$902,557.76	\$36,102.31	\$938,660.07	11316	\$82.95		\$0.00		
FY 19	\$1,069,462.00	\$42,778.48	\$1,112,240.48	13728	\$81.02		\$0.00		
FY 20	\$1,071,790.95	\$42,871.64	\$1,114,662.59	9990	\$111.58		\$0.00		
FY 21	\$1,101,780.11	\$44,071.20	\$1,145,851.31	10334	\$110.88		\$0.00		
FY 22	\$1,276,729.36	\$51,069.17	\$1,327,798.53	9836	\$134.99		\$0.00		
FY 23	\$1,317,647.32	\$52,705.89	\$1,370,353.21	12424	\$110.30		\$0.00		
FY 24	\$1,459,986.95	\$58,399.48	\$1,518,386.43	12854	\$118.13		\$0.00		
FY 25		\$0.00	\$0.00		#DIV/0!		#DIV/0!		
FY 26		\$0.00	\$0.00		#DIV/0!		#DIV/0!		
FY 27		\$0.00	\$0.00		#DIV/0!		#DIV/0!		

464.20 Total

PROPERTY APPRAISER DATA PARCEL DETAIL

Roll Year: 2024
Parcel ID ; 4221-004-006

Alternat Key 2402857

Roll 1

Status 0

Parent Parcel 4221-000-000

Special Use CD
Owner's Name & Address
Location

PETZOLT LINDA

14383 SE 42ND TER SUMMERFIELD

14383 SE 42ND TER

219

SUMMERFIELD FL

176.82

344913009

TaxRoll Page 16882

Map Nbr
TaxRoll Line 31

Total Taxes
Acres 0.26

Nbr of Buildings 0

Millage Grp	NBHD	Commercial	Appraised on	Add to Roll	Last Action	Residency Yr	Exempt	CD/YR
9001	9414	0	8/13/2019	4/3/1990	7/17/2024 1:07:40 PM		0	0

Full Legal
Notes

 SEC 14 TWP 17 RGE 22
 PLAT BOOK H PAGE 058
 BELLEVIEW HEIGHTS ESTATES UNIT 21
 BLK 4 LOT 6

HIST VALUE

SALES HIST

EXEMPTIONS

LAND DESCRIPT

BUILDING INFO

MISC IMPROV

E911 ADDR

BASE YEAR

BACK

QUERY

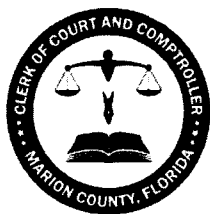
FULL LEGAL

PROPERTY APPRAISER DATA - PARCEL FULL LEGAL

Parcel ID 4221-004-006**Roll Year** 2024**OWNER** PETZOLT LINDA**APPRAISED ON** 8/13/2019**PROPERTY LOCATION** 14383 SE 42ND TER SUMMERFIELD**Full Legal**

SEC 14 TWP 17 RGE 22
PLAT BOOK H PAGE 058
BELLEVIEW HEIGHTS ESTATES UNIT 21
BLK 4 LOT 6

[Detail](#)



TAX DEED

GREGORY C. HARRELL

Clerk of Court and Comptroller

SALE # 295990

PROPERTY ID NUMBER 4221-004-006

STATE OF FLORIDA

COUNTY OF MARION

Tax Certificate Numbered 19594 issued on Jun 01, 2017 was filed in the office of the tax collector of Marion County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 23rd day of October, 2024, the land was offered for sale. It was sold to, **LETICIA GOMEZ** address **8231 NEMOURS PKWY; ORLANDO, FL 32827**, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

Description of lands:

SEC 14 TWP 17 RGE 22

BELLEVUE HEIGHTS ESTATES UNIT 21

BLK 4 LOT 6

PLAT BOOK H PAGE 058

On 24th day of October, 2024, in Marion County, Florida, for the sum of (\$ 12,600.00) TWELVE THOUSAND SIX HUNDRED AND 00 / 100-----Dollars, the amount paid as required by law.

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER
MARION COUNTY, FLORIDA



SUBJECT TO CURRENT TAXES

WITNESS:

M Campbell

Printed Name: M. Campbell

Address: P.O. Box 1030, Ocala, FL 34478

G C Harrell

P.O. Box 1030, Ocala, FL 34478

B R

Printed Name: Brian Buell

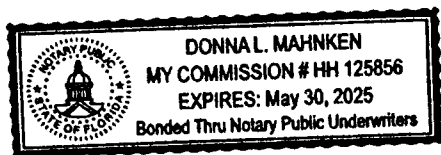
Address: P.O. Box 1030, Ocala, FL 34478

STATE OF FLORIDA

COUNTY OF MARION

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this October 24, 2024, by GREGORY C. HARRELL, Clerk of Court and Comptroller in and for the State and this County, who is ☒ personally known or ☐ produced identification, type of identification produced _____, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be her own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.



Donna L Mahnken
Notary Public



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

CLERK'S AFFIDAVIT CERTIFICATE

STATE OF FLORIDA
COUNTY OF MARION

SALE # 295990
CERTIFICATE: 19594-2017

I, GREGORY C. HARRELL, Clerk of Court and Comptroller of the above state and county, do hereby certify that a copy of the NOTICE OF APPLICATION FOR TAX DEED PUBLICATION AND THE WARNING NOTICE LETTER was delivered on Sep-03-2024 by certified, registered and/or regular mail to the name(s) and/or address(es) listed below and/or were delivered to the Marion County Sheriff Department for posting at the situs address.

CHARLES E BERK FAMILY TRUST, 1525 SE 59TH STREET, OCALA FL 34480
LINDA PETZOLT, 14383 SE 42ND TER, SUMMERFIELD FL 34491
LINDA PETZOLT, PO BOX 1810, DUNNELLON FL 34430-1810
MARION COUNTY CODE ENFORCEMENT, 2710 E SILVER SPRINGS BLVD, OCALA FL 34470
WESTERN UNITED LIFE ASSURANCE COMPANY, 4424 N SULLIVAN RD, SPOKANE VALLEY WA 99214
WESTERN UNITED LIFE ASSURANCE COMPANY, PO BOX 14010, SPOKANE VALLEY WA 99214
CAZBARI ENTERPRISES INC, 1878 S OLD MILL DR, DELTONA FL 32725-3631
LINA PETZOLT, 9455 SW 156TH PLACE, DUNNELLON FL 34432
SITUS, 14383 SE 42ND TER, SUMMERFIELD FL 34491

In witness whereof, I have hereunto set my hand and official seal this 3rd day of September, 2024.

GREGORY C. HARRELL
Clerk of Court and Comptroller
Marion County, Florida



By: BB
Deputy Clerk

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Attn Finance Dept
Marion County Clerk of Court - Tax Deeds
Po Box 1030
Ocala FL 34478-1030

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 Notice of Application for Tax Deeds, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

09/03/2024, 09/10/2024, 09/17/2024, 09/24/2024

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 09/24/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$240.00	
Tax Amount:	\$0.00	
Payment Cost:	\$240.00	
Order No:	10523346	# of Copies:
Customer No:	533579	0
PO #:	LSAR0151993	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

Page 1 of 2

Sale # 295990

NOTICE OF APPLICATION FOR
TAX DEED

NOTICE IS HEREBY GIVEN,
that CHARLES E BERK FAMILY
TRUST the holder of the following
certificate has filed said certificate
for a tax deed to be issued thereon.
The certificate number and year
of issuance, the description of the
property, and the names in which it
was assessed are as follows:

Certificate No. 19594 Year of Issu-
ance: 2017

Description of Property:
4221-004-006
SEC 14 TWP 17 RGE 22
BELLEVIEW HEIGHTS ESTATES
UNIT 21
BLK 4 LOT 6
PLAT BOOK H PAGE 058

Name in which assessed: LINDA
PETZOLT

Said property being in the County of
Marion, State of Florida.

Unless such certificate shall be
redeemed according to law the prop-
erty described in such certificate
shall be sold to the highest bidder
online at [https://marion.realtax-
deed.com](https://marion.realtax-deed.com) scheduled to begin at 9:00
a.m. E.S.T. October 23, 2024.

Dated this September 3 2024
GREGORY C. HARRELL, CLERK
OF THE COURT AND COMP-
TROLLER OF MARION COUNTY,
FLORIDA

SIGNATURE: Gregory C. Harrell
September 3, 10, 17, 24 2024
LSAR0151993



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19379

Agenda Date: 7/1/2025

Agenda No.: 9.2.

SUBJECT:

Request for Release of Lien on Code Enforcement Case Number 932492; Parcel Number 00009-000-00

INITIATOR:

Chuck Varadin, Director

DEPARTMENT:

Growth Services

DESCRIPTION/BACKGROUND:

On May 13, 2024, a Code Enforcement Board lien was recorded against Lyndon Ahmad Rashad Knowles and Flor Denis Familia for having an accessory building and accessory use without a principal residential structure on their 6.87-acre property in the Town of Orange Springs.

In June 2024, the mortgagee for the property, MG Cattle Co LLC, filed for foreclosure action, but the County's lien was not included in the foreclosure case (case no. 2024-CA-1123). MG Cattle Co LLC cleared the violations and subsequently purchased the property at the foreclosure sale. The new owner submitted the lien reduction request and paid the \$250 fee. The Code Enforcement Board heard the request on May 14, 2025, and based on the testimony presented, the Code Board recommended the Board of County Commissioners rescind the lien upon payment of the County's case costs.

Code Enforcement Board liens	\$ 6,000.00
<u>Case costs</u>	<u>\$ 1,401.85</u>
Total	\$ 7,401.85

Marion County Property Appraiser shows the 2024 Market value as \$73,150 and the Assessed value as \$69,751.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to deny a rescission of the lien for Case Number 932492; Parcel Number 00009-000-00, leaving the lien in full force and effect.



LEGAL REQUEST MEMORANDUM (LRM)

JUN - 4 2025

Received by: (Signature)

From: (Name) Jemery Patricia (Dept) Code Enforcement - 3440
(Title) Administrative Assistant (Phone) 352-671-8912
Signature Patricia Jemery Date Wednesday, May 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

Case No. 932492 - MG Cattle Co LLC (Knowles and Familia)
Please review the attached agenda item for legal sufficiency, sign and return the original back to me for processing.

Thank you,

For more information or discussion, contact: ☒ Same as above

(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, July 1, 2025

Agenda Deadline Date for **Legal:** Friday, June 6, 2025 Agenda Deadline Date for **Admin:** Thursday, June 19, 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. 2025-476

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 Attorney

Outcome:

Date Received:

☒ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

RECEIVED

By Marion County Attorney- AT at 1:45 pm, May 30, 2025

Attorney Signature: Linda Blackburn Date: 6/3/25
Staff Signature: Antelme Luck Date: 6/3/25 Returned: ☒ Department ☐ Admin ☐ Completed

RECOMMENDATION OF MARION COUNTY CODE ENFORCEMENT BOARD

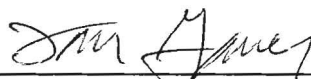
On **May 14, 2025**, the Code Enforcement Board of Marion County, Florida, pursuant to Chapter 2, Article V of the Marion County Code, held a hearing on case number **932492** issued by a Marion County Code Inspector. Based upon the evidence and testimony presented, and by a motion approved by a majority of those members present and voting, the Code Enforcement Board adopted the following recommendation(s):

Based upon a request from **MG CATTLE CO LLC, NATHAN GARCIA R/A**, for a rescission or reduction of the lien imposed by the Prior Order dated **March 15, 2024**, **LYNDON AHMAD RASHAD KNOWLES and FLOR DENIS FAMILIA, TOWN OF ORANGE SPRINGS LOT 3 & PT 4 ALONG NE HWY 315, FORT MCCOY, Parcel No. 00009-000-00**, Marion County Florida.

The Board recommends to the Marion County Board of County Commissioners that the lien amount as levied under its Prior Order be rescinded, upon payment of applicable administrative/case costs.

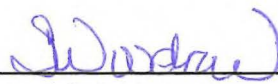
DONE AND ORDERED by the Code Enforcement Board of Marion County, Florida, this **16** day of **May, 2025**.

MARION COUNTY CODE ENFORCEMENT BOARD

By: 
Tom Gaver, Vice-Chairperson

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true copies of the foregoing Order have been furnished to **MG CATTLE CO LLC, NATHAN GARCIA R/A, 1553 E FT KING ST, OCALA, FL 34471** by U.S. mail this **16** day of **May, 2025**.


Board Secretary

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
GROWTH SERVICES - CODE ENFORCEMENT
MARION COUNTY CODE ENFORCEMENT BOARD LIEN OFFICIAL PAYOFF

May 28, 2025

Ref.: Case # 932942

Folio # 00009-000-00

Mailing Address:

Violation address:

LYNDON AHMAD RASHAD KNOWLES
FLOR DENIS FAMILIA
18361 SW 57TH ST
FORT LAUDERDALE, FL 33331

TOWN OF ORANGE SPRINGS
LOT 3 & PT 4 NE HWY 315,
FORT MCCOY, Florida

Final Administrative Order of the Marion County Code Enforcement Board

Recorded May 13, 2024

OR BK 8320 / PG 1309

\$ 6,000.00

Affidavit of Compliance filed on April 24, 2025

Recorded April 25, 2025

OR BK 8595 / PG 1150

\$ 1,401.85

CE Code Case costs

This order shall be a lien against any non-homestead real property or personal property now owned by the violator, and any non-homestead real property or personal property which violator may own in the future, until the satisfaction of this order.

Total Amount Due

\$7,401.85

PAYOFF VALID UNTIL

July 1, 2025

Please make payment to Marion County Board of County Commissioners and submit to:
Marion County Code Enforcement
Attn: Liens
2710 E. Silver Spring Blvd.
Ocala, FL 34470

If you have any questions, please feel free to contact me at (352) 671-8900.


Sincerely,

Patricia Jemery
Administrative Assistant
Marion County Growth Services Department

CE Case Costs

	Personnel & Operating Expenditures	plus 4% average capital costs	Total Adjusted Expenditures	FY No. of site visits	Cost per site visit	No. of site visits	Case cost per FY	Case Number
FY 04	\$1,562,846	\$62,513.84	\$1,625,359.84	CE & AC	\$81.27		\$0.00	
FY 05	\$1,948,328.00	\$77,933.12	\$2,026,261.12	CE & AC	\$101.31		\$0.00	
FY 06	\$2,478,952.00	\$99,158.08	\$2,578,110.08	CE & AC	\$128.91		\$0.00	
FY 07	\$2,674,728.00	\$106,989.12	\$2,781,717.12	CE & AC	\$139.09		\$0.00	
FY 08	\$2,036,397.00	\$81,455.88	\$2,117,852.88	CE & AC	\$105.89		\$0.00	
FY 09	\$1,115,861.00	\$44,634.44	\$1,160,495.44	0.01%	\$116.05		\$0.00	
FY 10	\$974,555.32	\$38,982.21	\$1,013,537.53	0.01%	\$101.35		\$0.00	
FY 11	\$858,967.73	\$34,358.71	\$893,326.44	0.01%	\$89.33		\$0.00	
FY 12	\$799,032.62	\$31,961.30	\$830,993.92	0.01%	\$83.10		\$0.00	
FY 13	\$781,822.21	\$31,272.89	\$813,095.10	0.01%	\$81.31		\$0.00	
FY 14	\$810,971.76	\$32,438.87	\$843,410.63	0.01%	\$84.34		\$0.00	
FY 15	\$879,953.44	\$35,198.14	\$915,151.58	10175	\$89.94		\$0.00	
FY 16	\$853,648.02	\$34,145.92	\$887,793.94	10303	\$86.17		\$0.00	
FY 17	\$892,508.11	\$35,700.32	\$928,208.43	10654	\$87.12		\$0.00	
FY 18	\$902,557.76	\$36,102.31	\$938,660.07	11316	\$82.95		\$0.00	
FY 19	\$1,069,462.00	\$42,778.48	\$1,112,240.48	13728	\$81.02		\$0.00	
FY 20	\$1,071,790.95	\$42,871.64	\$1,114,662.59	9990	\$111.58		\$0.00	
FY 21	\$1,101,780.11	\$44,071.20	\$1,145,851.31	10334	\$110.88		\$0.00	
FY 22	\$1,276,729.36	\$51,069.17	\$1,327,798.53	9836	\$134.99		\$0.00	
FY 23	\$1,317,647.32	\$52,705.89	\$1,370,353.21	12424	\$110.30	2	\$220.60	932492
FY 24	\$1,459,986.95	\$58,399.48	\$1,518,386.43	12854	\$118.13	10	\$1,181.26	932492
FY 25		\$0.00	\$0.00		#DIV/0!		#DIV/0!	
FY 26		\$0.00	\$0.00		#DIV/0!		#DIV/0!	
FY 27		\$0.00	\$0.00		#DIV/0!		#DIV/0!	

\$ 1,401.85 Total

Case Number 932492-SL	<div> <div>Marion County</div> <div>Code Enforcement Board</div> </div>
Item 7.2	HEARING DATE: MAY 14, 2025
<div> <div> Code Officer S. LEON </div> <div> Owner/Respondent LYNDON AHMAD RASHAD KNOWLES & FLOR DENIS FAMILIA 18361 SW 57TH ST FORT LAUDERDALE, FL 33331 </div> <div> Occupant/Violator LYNDON AHMAD RASHAD KNOWLES & FLOR DENIS FAMILIA </div> <div> Verbal contact with owner/occupant Yes MR. KNOWLES </div> <div> Parcel Number Location 00009-000-00 TOWN OF ORANGE SPRINGS LOT 3 & PT 4 NE HWY 315, FORT MCCOY </div> <div> Complainant Citizen </div> <div> Property Taxes Paid </div> </div>	<div>  </div> <div> <div>REQUEST TO APPEAR</div> <div> Violation: Marion County Land Development Code, Article 4, Division 2, Section 4.2.2, Requirements for all agricultural zoning classifications, and Marion County Land Development Code, Article 4, Division 3, Section 4.3.27 Accessory Structures </div> <div> Summary: A Code Enforcement Board lien was recorded May 13, 2024, for code violations on the 6.87 acre parcel in the TOWN OF ORANGE SPRINGS. The mortgagee filed for foreclosure in June 2024 but did not foreclose the County's lien. On March 11, 2025, the new owner requested relief from the lien. </div> <div> Department Recommendation The department's recommendation is that the Code Board recommend to the Board of County Commissioners that they deny the request to reduce / rescind the lien now totaling \$6,000. Code Enforcement case costs are \$1,401.85. </div> </div>

Item 7.2

Notice Summary

Notices of Violation
September 15, 2023

Notice of Hearing
December 20, 2023

Location

The 6.87 acre unimproved property is located within an A-1 Agricultural Zoning Classification, Town of Orange Springs subdivision.

Market Value

\$ 73,150

Assessed Value

\$ 69,751

BACKGROUND

On Sept. 14, 2023, Code Officer S. Leon mailed a *Notice of Violation* to LYNDON AHMAD RASHAD KNOWLES & FLOR DENIS FAMILIA for violations on property located at TOWN OF ORANGE SPRINGS LOT 3 & PT 4, along NE HWY 315, FORT MCCOY, parcel # 00009-000-00. On Dec. 20, 2023, a *Notice to Appear* for the Feb. 14, 2024 Code Enforcement Board (CEB) hearing was sent via certified mail to the owners and mortgagee. On Feb. 14, 2024, the case was presented to the CEB. The respondents were not present. The CEB found them to be in violation and directed them to bring the violation(s) into compliance on or before March 7, 2024, or be fined \$100 a day up to a maximum of \$6,000. On March 13, 2024, the CEB imposed the fine per the prior order based on an Affidavit of Continuing Violation filed by Officer Leon. The lien was recorded May 13, 2024.

On Feb. 19, 2025, MG Cattle Co LLC purchased the property at the foreclosure sale, and the violations have been removed from the property. Mr. Garcia has requested to appear before this Board to ask that the CEB lien be reduced or released. The Property Appraiser lists the 20 assessed value of the property as \$.00.



**Marion County
Board of County Commissioners**

Growth Services • Code Enforcement

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

April 16, 2025

MG CATTLE CO LLC
NATHAN GARCIA
1553 E FT KING ST
OCALA, FL 34471

**RE: Request to Appear at the Code Enforcement Board Hearing on
Code Enforcement Case # 932492**

Your request to appear before the Code Enforcement Board for a possible rescission or reduction of the unrecorded fine on the above referenced case has been received and will be placed on the Agenda for **9:00 a.m., Wednesday, May 14, 2025**, at the Marion County Growth Services Main Training Room, 2710 E. Silver Springs Blvd., Ocala, Florida, concerning this matter. You or a representative of your choosing must attend the hearing, present testimony or evidence and may question any witnesses. There will be a record kept of the hearing which may, upon payment of reasonable preparation charges, be available for appeals of the Board's action. Appeals are governed by Section 2-208 of the Code.

If you have any questions, please feel free to contact me at the Code Enforcement Office.

Sincerely,

Sandra Woodrow

Sandra Woodrow
Marion County Growth Services
Code Enforcement Board Secretary

Sec. 2-203. - Powers of board.

The code enforcement board shall have the power to:

- (1) Adopt rules for the conduct of its hearings.
- (2) Subpoena alleged violators and witnesses to its hearings.
Subpoenas may be served by the sheriff of the county.
- (3) Subpoena records, surveys, plats and other documentary evidence, which subpoenas shall be served by the county sheriff.
- (4) Take testimony under oath.
- (5) Issue orders having the force and the effect of law, commanding whatever steps are necessary to bring a violation into compliance.
- (6) Establish and levy fines pursuant to section 2-211.

(Ord. No. 86-6, § 8, 4-8-86)

Sec. 2-204. - Jurisdiction.

- (a) The code enforcement board shall have the jurisdiction to hear and decide alleged violations of any county ordinance, including amendments that may be enacted.
- (b) The jurisdiction of the code enforcement board shall not be exclusive. Any alleged violation of any of the aforesaid county ordinances may be pursued by appropriate remedy in court at the option of the administrative official whose responsibility it is to enforce that respective ordinance.

(Ord. No. 86-6, § 5, 4-8-86)

Si necesita que alguien le traduzca durante la audiencia, es su responsabilidad de adquirir tal persona. Por favor pídale a alguien que le acompañe que pueda brindarle este servicio.



**Marion County
Board of County Commissioners**

Growth Services • Code Enforcement

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

Marion County
Code Enforcement

MAR 12 2025

Received by: 

**Marion County Code Enforcement Board
Request for Rescission or Reduction of Lien**

Requires a non-refundable \$250.00 processing fee

CASE NUMBER: 932492

Date: 3/11/2025

Name: MG CATTLE Co., LLC - NATHAN GARCIA

Address: 1553 E Fort KING St. Ocala, FL 34471

Phone Number: (352) 401-3755

Code Enforcement Board Chairperson:

I am requesting to appear before the Code Enforcement Board for a recommendation for a possible rescission or reduction of the lien on the above referenced case.

Give detailed justification explaining the reason for this request; list each violation, and the fine and lien for which you seek relief. PLEASE SEE ATTACHED.

MAR 12 2025

Received by: 

Where you the owner of the property at the time the fine was imposed? No

Did you purchase the property after the lien was recorded? No - Foreclosure

Was a title search performed? YES after the foreclosure suit

How did you obtain the lien information? the title search mentioned above

Is the property in compliance today? A Code Enforcement Officer will contact you to schedule an inspection. Yes


Who was responsible for the violation being cleared/removed? WE paid to have it cleaned up & removed the violation

Are the property taxes paid? Yes

Have any improvements to the property been made that are not reflected on the Property Appraiser report? No

Applicant's signature: A-R-G-

MAR 12 2025

Received by: 

To the Marion County Code Enforcement Board:

Case #932492

We were the Mortgagee on the property in which the violation occurred. At the time of the violation, the Mortgagor was delinquent on their mortgage. We attempted to get in touch with them via phone, email, us postal mail and usps overnight mail but were unable. We received the notice from the County regarding the violation in March. I asked our legal counsel if I was permitted under the laws of the State to enter onto the property to remedy the issue and since it was personal property on the land, he advised that I did not have that right. We started the foreclosure process in April 2024 but due to the length of time it takes to get those type of suits through the court system, it was not finalized until March 5th, 2025. By December of 2024 we had gone far enough in the foreclosure process that we felt we had enough legal justification to pay to have the violation resolved so we did. I have attached a copy of that paid invoice and cleared check. We have never been involved in a code violation case so I was unaware of the process but it was my understanding that the foreclosure would have cleaned up the financial part of the code issue and since we already had the property cleaned up I didn't think there was anything left to do but apparently that is not the case. Since I did not commit the violation nor was I the owner of the property when the violation was committed and I had the property cleaned up just as soon as I was legally able and that I have never been involved with a code case before, I am requesting as much relief as the authorities will permit. Thank you for your consideration.



LEGAL REQUEST MEMORANDUM (LRM)

APR 15 2025

Received by: (P)

From: (Name) Jemery Patricia (Dept) Code Enforcement - 3440
(Title) Administrative Assistant (Phone) 352-671-8912
Signature Patricia Jemery Date Wednesday, April 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: ☐ New Document ☒ Review & Comment ☐ RESUBMIT LRM No. _____
☐ Approve as to Form ☐ Other

Description of Request

932492 - Please review and advise if the lien was foreclosed.

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

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. 2025-318 ☒ Linda Blackburn, Asst. County Attorney
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: _____

☒ Other: (P) LIEN WAS NOT FORECLOSED. COUNTY WAS NOT GIVEN NOTICE OR INCLUDED IN PRIMARY MORTGAGEE'S FORECLOSURE ACTION.

RECEIVED
By Victoria Ryder at 11:54 am, Apr 10, 2025

Attorney Signature: Linda Blackburn Date: April 14, 2025
Staff Signature: William Luck Date: 4/14/25 Returned: ☒ Department ☐ Admin ☐ Completed

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA

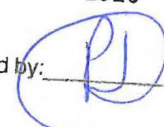
Marion County
Code Enforcement

MG CATTLE CO., LLC, a Florida limited liability
Company

APR - 9 2025

Plaintiff,
vs

CASE NO.: 2024-CA-1123

Received by: 

LYNDON AHMAD RASHAD KNOWLES and
FLOR DENIS FAMILIA, husband and wife,

Defendants.

SUMMARY FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE having come before the Court upon the Complaint of the Plaintiff, and the Plaintiff's Motion for Entry Summary Final Judgment of Foreclosure, the Court having considered said pleadings and supporting affidavits, no opposing affidavits having been filed, and being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED that:

1. The Court makes finding that there is no material issue of law or fact with respect to this issue, and Plaintiff is entitled to a Summary Final Judgment of Foreclosure in its favor as a matter of law.
2. **Amounts Due.** Plaintiff, MG CATTLE CO., LLC, a Florida limited liability company, whose mailing address is 1553 E Fort King Street, Ocala FL 34471, is due under the Note and Mortgage sued upon herein, the following sums:

Principal	\$69,544.46
Interest from February 1, 2024 to January 8, 2025	\$11,926.11
Monthly collection fees	\$40.00
Late charges	\$212.00
Title Search expense	\$150.00

Attorneys' fees total	\$3,850.00
Court costs, now taxed	\$1,984.00
Subtotal	\$87,706.57
TOTAL	\$87,706.57

That shall bear interest at the legal rate.

3. **Lien on Property.** Plaintiff holds a lien for the sum superior to any claim or estate of the Defendants, LYNDON AHMAD RASHAD KNOWLES and FLOR DENIS FAMILIA, husband and wife, and all persons claiming under or against said Defendants, on the following described property located in Marion County, Florida, and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

4. **Sale of Property.** If the total sum with interest at the rate described in Paragraph 2 and all cost of this action accruing subsequent to this Judgment are not paid, the Clerk of the Court shall sell the property at public sale on the 19th day of Feb., 2025 by electronic sale beginning at 11:00 a.m. on the prescribed date at www.marion.realforeclose.com to the highest bidder for cash, except as prescribed in paragraph 5, in accordance with §45.031, Florida Statutes. The Court may cancel the sale at the request of the Plaintiff or Plaintiffs' counsel without further order of Court.

5. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property at the sale, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this Judgment, or such part of it as is necessary to pay the bid in full.

6. **Distribution of Proceeds.** On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient by paying: (1) all Plaintiff's costs; (2) documentary stamps affixed to the Certificate of Title; (3) Plaintiff's attorneys' fees; (4) the total sum due to Plaintiff's less the items paid plus interest at the rate prescribed by law from this date to the date of the sale. The Clerk shall retain any further amounts in the registry of the Court pending disposition by this Court of the relative priorities of the lien holders herein.

7. **Right of Redemption/Right of Possession.** On filing the Certificate of Title the Defendants, LYNDON AHMAD RASHAD KNOWLES and FLOR DENIS FAMILIA, husband and wife, and all persons claiming under or against said Defendants, since the filing of the Notice of Lis Pendens, shall be foreclosed of all estate or claim in the property, and the defendant's right of redemption as prescribed by Section 45.0315, *Florida Statutes*, shall be terminate, except as to claims of rights under Chapter 718 or Chapter 720, *Florida Statutes*, if any. Upon filing the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.

8. **Attorney Fees.** The Court finds based upon the affidavits/testimony presented and upon inquiry of counsel for the Plaintiff that 11 hours were reasonably expended by Plaintiff's counsel and that an hourly rate \$350.00 per hour is appropriate. Plaintiff's counsel represents that the attorneys' fees awarded does not exceeded its contract fee with the plaintiff. The Court finds that there is/are no reduction or enhancement factors for consideration by the Court pursuant to Florida Patient's Compensation Fund v. Rowe, 472 So.2d 1145 (Fla. 1985). Accordingly, attorney's fee in the amount of \$3,850.00 is awarded attorney for the Plaintiff.

9. **Jurisdiction Retained.** Jurisdiction of this action is retained to enter any further orders as are proper, including, without limitation, a deficiency judgment and writs of possession.

10. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIEN HOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE **CLERK OF COURTS, CIRCUIT COURT DIVISION, 110 NW 1ST AVENUE, OCALA, FLORIDA 34475, (352)671-5610**, WITHIN TEN DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO

MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING, AND THAT YOU ARE NOT TRANSFERRING YOUR OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT COMMUNITY LEGAL SERVICES, 2300 SE 17TH STREET, SUITE 201, OCALA, FLORIDA 34471, (352)629-0105, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT COMMUNITY LEGAL SERVICES FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

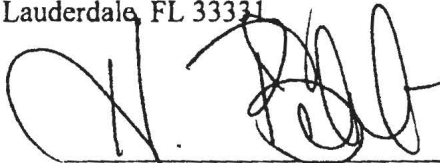
DONE AND ORDERED in Chambers at Ocala, Marion County, Florida, this 8th day January, 2025.


Lisa Herndon, Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by U.S. Mail/E-Service this ____ day of January, 2025, to: Robert D. Wilson, WILSON & WILLIAMS PA, bob@wwpalaw.com and star@wwpalaw.com; Jon McGraw, Esq. MCGRAW, RAUBA & MUTARELLI, P.A. jon@lawmrm.com; Lyndon Ahmad Rashad Knowles and Flo Denis Familia, last known address: 18361 SW 57th St, Ft Lauderdale, FL 33331

WILSON & WILLIAMS PA
954 EAST SILVER SPRINGS BOULEVARD
OCALA, FL 34470



Judicial Assistant/Deputy Clerk

MCGRAW, RAUBA, & MUTARELLI PA
35 SE 1ST AVE, FIRST FLOOR
OCALA, FL 34471

EXHIBIT "A"

Tract 30

Lot 3, and a portion of Lot 4, Block 6, Range 2 West, and a portion of Lot 4, Block 6, Range 1 West, and a portion of Lake Avenue, and a portion of Pearson Street, and a portion of Hull Street, of Orange Creek, according to the Plat thereof, recorded in Plat Book "A", Page 24, Public Records of Marion County, Florida, all of the above being more particularly described as follows: Begin at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 11 South, Range 23 East, Marion County, Florida; thence South 89 Degrees 38'57" West, along the South line of said Southwest 1/4 of the Southeast 1/4, a distance of 213.20 feet to a point on the East right-of-way line of Northeast Highway No. 315 (80 feet wide); thence departing said South line, proceed North 37 Degrees 01'37" East, along said East right-of-way line, a distance of 301.26 feet to a point on the arc of a non-tangent curve concave Northwest, having a radius of 2704.79 feet and a central angle of 04 Degrees 48'01"; thence Northerly along said East right-of-way line and the arc of said curve 243.37 feet (chord bearing and distance of North 34 Degrees 38'20" East, 243.29 feet) to a point on the North line of aforesaid Lot 4, Block 6, Range 2 West; thence departing said East right-of-way line, proceed South 85 Degrees 57'59" East, along said North line and along the North line of aforesaid Lot 3, Block 6, Range 2 West and its Easterly extension thereof, and along the North line of aforesaid Lot 4, Block 6, Range 1 West, a distance of 553.64 feet; thence departing said North line of Lot 4, Block 6, Range 1 West, proceed South 00 Degrees 29'36" East, 396.39 feet to a point on the South line of the Southeast 1/4 of the Southeast 1/4 of aforesaid Section 25; thence South 89 Degrees 38'57" West, along said South line, a distance of 662.20 feet to the Point of Beginning.

Parcel No. 00009-000-00



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
MG CATTLE CO., LLC

Filing Information

Document Number	L10000132153
FEI/EIN Number	27-4417544
Date Filed	12/29/2010
Effective Date	01/01/2011
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	10/23/2017
Event Effective Date	NONE

Principal Address

1553 E FORT KING STREET
OCALA, FL 34471

Changed: 04/16/2025

Mailing Address

1553 E FORT KING STREET
OCALA, FL 34471

Changed: 04/16/2025

Registered Agent Name & Address

GARCIA, NATHAN
1553 E FORT KING STREET
OCALA, FL 34471

Address Changed: 04/16/2025

Authorized Person(s) Detail

Name & Address

Title MGR

Garcia, Nathan R
1553 E FORT KING STREET
OCALA, FL 34471

Title MGR

McBride, Raymond E
1553 E FORT KING STREET
OCALA, FL 34471

Annual Reports

Report Year	Filed Date
2023	04/17/2023
2024	03/19/2024
2025	04/16/2025

Document Images

04/16/2025 -- ANNUAL REPORT	View image in PDF format
03/19/2024 -- ANNUAL REPORT	View image in PDF format
04/17/2023 -- ANNUAL REPORT	View image in PDF format
04/07/2022 -- ANNUAL REPORT	View image in PDF format
04/14/2021 -- ANNUAL REPORT	View image in PDF format
04/24/2020 -- ANNUAL REPORT	View image in PDF format
04/10/2019 -- ANNUAL REPORT	View image in PDF format
04/10/2018 -- ANNUAL REPORT	View image in PDF format
04/04/17 -- ANNUAL REPORT	View image in PDF format
04/13/2017 -- ANNUAL REPORT	View image in PDF format
04/22/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
04/17/2014 -- ANNUAL REPORT	View image in PDF format
04/23/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2012 -- ANNUAL REPORT	View image in PDF format
12/29/2010 -- Florida Limited Liability	View image in PDF format



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 04/25/2025 04:01:47 PM
FILE #: 2025055105 OR BK 8595 PG 1150
REC FEES: \$10.00 INDEX FEES: \$0.00
DDS: \$0 MDS: \$0 INT: \$0

CASE # 932492

**MARION COUNTY CODE ENFORCEMENT BOARD LIEN ORDER
AFFIDAVIT OF COMPLIANCE**

1. The Marion County Code Enforcement Board found **LYNDON AHMAD RASHAD KNOWLES & FLOR DENIS FAMILIA** to have violated **Marion County Land Development Code, Article 4, Division 2, Section 4.2.2, Requirements for all agricultural zoning classifications, by having an accessory use without a principal structure, and Marion County Land Development Code, Article 4, Division 3, Section 4.3.27 Accessory Structures, by having an accessory structure without a principal structure, as referenced in the Board Order dated February 16, 2024.**
2. The violator(s) was (were) given until **March 7, 2024**, to comply with said Order or be fined **one hundred dollars (\$100.00) per day**, which shall continue to accrue daily, until the violation(s) is (are) cleared, commencement of a foreclosure action, or until extinguished by law, up to a maximum of **six thousand dollars (\$6,000.00).**
3. On **April 15, 2025, at 11:15 a.m.**, I reinspected the property located at **TOWN OF ORANGE SPRINGS LOT 3 & PT 4 NE HWY 315, FORT MCCOY** for compliance.
4. I observed that the violation(s) has (have) been brought into compliance as of **April 15, 2025.**
5. The existing fine of **six thousand dollars (\$6,000.00)** will remain as a lien against any real or personal property owned by **LYNDON AHMAD RASHAD KNOWLES & FLOR DENIS FAMILIA** until said lien is paid or otherwise extinguished by law. **The collection agency fee and administrative costs will also be added to the total payoff amount and the lien will be reported to credit bureaus.**

I HEREBY swear under penalties of perjury that the above facts are true to the best of my knowledge.

AFFIANT

PERSONALLY KNOWN and sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24 day of April, 2025, by Code Officer Sandra Leon.

Signature of Notary Public-State of Florida

I HEREBY CERTIFY THAT THE
FOREGOING DOCUMENT IS A
TRUE AND CORRECT COPY OF
THE ORIGINAL

CLERK
MARION COUNTY CODE ENFORCEMENT



SANDRA COLEMAN
Notary Public
State of Florida
Comm# HH276559
Expires 8/13/2026



Marion County Board of County Commissioners

Growth Services ▪ Code Enforcement

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

Case No.: 932492-SL2

April 24, 2025

LYNDON AHMAD RASHAD KNOWLES & FLOR DENIS FAMILIA
18361 SW 57TH ST
FORT LAUDERDALE, FL 33331

MTG: MG CATTLE CO LLC
1553 E FT KING ST
OCALA, FL 34471

Parcel # 00009-000-00 / TOWN OF ORANGE SPRINGS LOT 3 & PT 4 NE HWY 315, FORT MCCOY

This is to formally notify you that Marion County no longer considers you to be in violation of:

- **Marion County Land Development Code, Article 4, Division 2, Section 4.2.2, Zoning Classifications**, by having accessory use without a principal structure.
- **Marion County Land Development Code, Article 4, Division 3, Section 4.3.27 Accessory Structures**, by having accessory structure(s) without a principal structure located on the property.

We thank you for your cooperation in resolving this matter.

Respectfully,

S. Leon

Code Enforcement Officer
352-671-8907
sandra.leon@MarionFL.org



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO

DATE: 05/13/2024 11:49:19 AM

FILE #: 2024060833 OR BK 8320 PG 1309

REC FEES: \$10.00 INDEX FEES: \$0.00

DDS: \$0 MDS: \$0 INT: \$0

**FINAL ADMINISTRATIVE ORDER OF
THE MARION COUNTY CODE ENFORCEMENT BOARD**

This cause having come before the Code Enforcement Board of Marion County, Florida on **March 13, 2024**, on the petition of Marion County for an Order imposing a fine in Case Number **932492** and the Board having considered the Affidavit of Continuing Violation filed therein, it is hereby found and ordered that:

1. The violation(s) of **Marion County Land Development Code, Article 4, Division 2, Section 4.2.2, Requirements for all agricultural zoning classifications, by having an accessory use without a principal structure, and Marion County Land Development Code, Article 4, Division 3, Section 4.3.27 Accessory Structures, by having an accessory structure without a principal structure**, on real property located at **TOWN OF ORANGE SPRINGS LOT 3 & PT 4 ALONG NE HWY 315, FORT MCCOY, Parcel No. 00009-000-00**, Marion County, Florida, was (were) not brought into compliance on or before **March 7, 2024**, as required by the previous Order of this Board dated **February 16, 2024**.
2. In accord with the previous Order of this Board which is incorporated herein by reference, there is hereby imposed upon **LYNDON AHMAD RASHAD KNOWLES and FLOR DENIS FAMILIA**, a fine in the amount of **one hundred dollars (\$100.00) per day, beginning March 8, 2024**, for each day the violation(s) continue(s) past the date set for compliance, which shall continue to accrue daily unless and until the violation(s) is (are) cleared or until extinguished by law. Upon recordation the fine has reached its maximum amount and the amount of the Code Enforcement lien is **six thousand dollars (\$6,000.00)**. The collection agency fee and administrative costs will also be added to the total payoff amount and the lien will be reported to credit bureaus.
3. The violator(s) shall notify the Code Inspector in writing immediately when the violation(s) has (have) been brought into compliance. **IT IS THE RESPONSIBILITY OF THE RESPONDENT(S) TO NOTIFY CODE ENFORCEMENT AT (352) 671-8900, ON OR BEFORE THE COMPLIANCE DATE TO DEMONSTRATE TO MARION COUNTY'S SATISFACTION THAT THE VIOLATION(S) HAVE BEEN CORRECTED.**
4. The violator(s) has (have) the right to file a petition for writ of certiorari to the Circuit Court to appeal the decision of the Board. An appeal must be filed with the Circuit Court within thirty (30) days of the date of this Order. Section 162.11, Florida Statutes, provides as follows:

162.11 Appeals - An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Code Enforcement Board. An appeal shall be filed within 30 days of the execution of the order to be appealed.
5. Failure to comply with this Order within the specific times set forth above will result in the recordation of this Order in the Public Records. This order shall be a lien against any non-homestead real property or personal property now owned by the violator, and any non-homestead real property or personal property which violator may own in the future, until the satisfaction of this order. Such lien may be foreclosed and the property sold to enforce such lien. If such lien is filed, you will be assessed all cost incurred in recording and satisfying this lien.

The holder of this order and the lien hereunder is the Marion County Board of County Commissioners, with the address of 601 SE 25th Avenue, Ocala, FL 34471.

DONE AND ORDERED by the Code Enforcement Board of Marion County, Florida, this **15** day of **March, 2024**.

**MARION COUNTY
CODE ENFORCEMENT BOARD**

By: _____

F. Joe Krim Jr., Chairperson

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true copies of the foregoing Order have been furnished to **LYNDON AHMAD RASHAD KNOWLES and FLOR DENIS FAMILIA, 18361 SW 57TH ST., FORT LAUDERDALE, FL 33331** by certified mail #**7021 0950 0000 8622 7474**; **MTG: MG CATTLE CO LLC, 1553 E FT KING ST., OCALA, FL 34471** by certified mail # **7021 0950 0000 8622 7481** this **15** day of **March, 2024**.

I HEREBY CERTIFY THAT THE
FOREGOING DOCUMENT IS A
TRUE AND CORRECT COPY OF
THE ORIGINAL

Patrialemy
CLERK
MARION COUNTY CODE ENFORCEMENT



S. Woodson
Board Secretary



2025 Property Record Card

Real Estate

00009-000-00

Prime Key: 175

[MAP IT+](#)

Current as of 6/4/2025

[Property Information](#)

MG CATTLE CO LLC
1553 E FORT KING ST
OCALA FL 34471-2427

[Taxes / Assessments:](#)

Map ID: 278

[Millage:](#) 9001 - UNINCORPORATED[M.S.T.U.](#)[PC:](#) 99

Acres: 6.87

[2024 Certified Value](#)

Land Just Value	\$73,150		
Buildings	\$0		
Miscellaneous	\$0		
Total Just Value	\$73,150	Impact	
Total Assessed Value	\$69,751	Ex Codes:	(\$3,399)
Exemptions	\$0		
Total Taxable	\$69,751		
School Taxable	\$73,150		

[History of Assessed Values](#)

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2024	\$73,150	\$0	\$0	\$73,150	\$69,751	\$0	\$69,751
2023	\$63,410	\$0	\$0	\$63,410	\$63,410	\$0	\$63,410
2022	\$24,450	\$0	\$0	\$24,450	\$806	\$0	\$806

[Property Transfer History](#)

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
8551/0223	03/2025	31 CERT TL	0	U	V	\$100
7859/0485	07/2022	06 SPECIAL WARRANTY	4 V-APPRAISERS OPINION	Q	V	\$84,857
7679/1599	01/2022	07 WARRANTY	8 ALLOCATED	Q	V	\$3,876,000
7415/1927	03/2021	07 WARRANTY	0	U	V	\$100
6138/0402	11/2014	07 WARRANTY	8 ALLOCATED	U	V	\$61,700
5434/1102	10/2010	61 FJDGMNT	0	U	V	\$100
5434/1100	10/2010	61 FJDGMNT	0	U	V	\$100
5434/1087	10/2010	61 FJDGMNT	0	U	V	\$100
5434/1078	10/2010	61 FJDGMNT	0	U	V	\$100
5138/1839	11/2008	07 WARRANTY	7 PORTIONUND INT	U	V	\$37,500
5138/1837	11/2008	07 WARRANTY	7 PORTIONUND INT	U	V	\$37,500
5138/1836	11/2008	77 AFFIDAVIT	0	U	V	\$100
1785/1577	11/1991	07 WARRANTY	7 PORTIONUND INT	U	V	\$100
1529/0820	09/1988	25 PER REP	0	U	V	\$100
1492/1289	02/1988	71 DTH CER	0	U	V	\$100

[Property Description](#)

1269

SEC 25 TWP 11 RGE 23
PLAT BOOK A PAGE 024
TOWN OF ORANGE SPRINGS
LOT 3 AND A PORITON OF LOT 4 BLK 6 RGE 2 W AND A PORTION OF
LOT 4 BLK 6 RGE 1 W AND A PORTION OF LAKE AVE AND A PORTION OF
PEARSON ST AND A PORTION OF HULL ST OF ORANGE LAKE (A-24)
AKA TRACT 30 BEING MORE PARTICULARLY DESC AS:
BEGIN AT THE SE COR OF SW 1/4 OF SE 1/4 OF SEC 25
TH S 89-38-57 W 213.20 FT TH N 37-01-37 E 301.26 FT TO A PT
ON THE ARC OF A NON-TANGENT CURVE CONCAVE NWLY
HAVING A RADIUS OF 2704.79 FT A CENTRAL ANGLE OF 04-48-01
TH NLY ALONG ARC OF CURVE 243.37 FT A CHORD BEARING &
DISTANCE OF N 34-38-20 E 243.29 FT TH S 85-57-59 E 553.64 FT
TH S 00-29-36 E 396.39 FT TH S 89-38-57 W 662.20 FT TO THE POB

[Land Data - Warning: Verify Zoning](#)

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class	Value	Just Value
5771		.0	.0	A1	4.43	AC							
5771		.0	.0	A1	.44	AC							
9600		.0	.0	A1	2.00	AC							
9994		.0	.0	A1	1.00	UT							

Neighborhood 1122 - TOWN OF ORANGE SPRINGS
Mkt: 3 70

[Miscellaneous Improvements](#)

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
------	-----------	------	------	---------	-------	--------	-------

[Appraiser Notes](#)

USED WITH 00005-000-00

[Planning and Building](#)
[** Permit Search **](#)

Permit Number	Date Issued	Date Completed	Description



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19381

Agenda Date: 7/1/2025

Agenda No.: 9.3.

SUBJECT:

Request for Release of Lien on Code Enforcement Case Numbers 584889, and 765941; Parcel Number 0742-008-077

INITIATOR:

Chuck Varadin, Director

DEPARTMENT:

Growth Services

DESCRIPTION/BACKGROUND:

On November 12, 2014, a Code Enforcement Board (CEB) lien was recorded against Joyce M Lockridge, Est. for having an accumulation of junk on the 0.38-acre property located at 3090 NE 163rd Place, Citra. In November 2018, a Certification and Claim of Lien was recorded for an unsafe structure and junk abatement conducted on the property that has been accruing interest. In October 2018, Florida Land Asset Management, LLC purchased the property via a tax deed sale. Bedford Greene submitted two requests for reduction/rescission of the liens in February 2025 and paid \$500 application fees.

On May 14, 2025, Mr. Greene's request for a reduction/rescission of the CEB lien came before the Code Enforcement Board. The Code Board moved to recommend that the Board of County Commissioners approve a rescission of the CEB lien upon payment of the administrative/case costs. The CEB does not make recommendations for abatement liens. Interest on the abatement lien is shown below, calculated at the varying rate and four (4) percent.

	Varying %	4%
Code Enforcement Board lien	\$ 3,000.00	\$ 3,000.00
Abatement lien	\$ 3,847.08	\$ 3,847.08
Case costs	\$ 1,178.03	\$ 1,178.03
Payments received	\$ 0	\$ 0
<u>Abatement interest through BCC date</u>	<u>\$ 1,978.19</u>	<u>\$ 1,015.98</u>
Total	\$ 10,003.30	\$ 9,041.09

Marion County Property Appraiser shows the 2024 Market Value as \$7,290, and the Assessed Value as \$5,881.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to deny rescission of the liens for Case Numbers 584889, and 765941; Parcel Number 0742-008-077, leaving the liens in full force and effect.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Jemery Patricia (Dept) Code Enforcement - 3440
 Last First
 (Title) Administrative Assistant (Phone) 352-671-8912
 Signature Patricia Jemery Date Tuesday, May 27, 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

Case number 584559 and 765941 - Lockridge (Greene)
 Please review the attached agenda item for legal sufficiency, sign, and return the original for processing.

For more information or discussion, contact: ☒ Same as above

(Name) _____ (Title) _____ (Phone) _____
 Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, July 1, 2025

Agenda Deadline Date for Legal: Friday, June 6, 2025 Agenda Deadline Date for Admin: Thursday, June 19, 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. 2025-467

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 Attorney

Outcome:

Date Received:

☒ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

RECEIVED

By Marion County Attorney- AT at 8:02 am, May 29, 2025

Attorney Signature: Linda Blackburn Date: May 29, 2025
 Staff Signature: Patricia Jemery Date: 5/29/25 Returned: ☒ Department ☐ Admin ☐ _____
 Completed

MARION COUNTY BOARD OF COUNTY COMMISSIONERS GROWTH SERVICES - CODE ENFORCEMENT MARION COUNTY CODE ENFORCEMENT BOARD LIEN OFFICIAL PAYOFF		
May 27, 2025	Bedford Greene <wbg188@yahoo.com>	
Ref.: Case # 584559 / 701490	Folio # 0742-008-077	
Mailing Address	Violation Address	
JOYCE M LOCKRIDGE EST 3090 NE 163RD PL CITRA, FL 32113-4455	3090 NE 163RD PL, CITRA, FL 32113	
Final Administrative Order of the Marion County Code Enforcement Board		\$ 3,000.00
Recorded November 12, 2014	OR BK 6125 / PG 1009	
Affidavit of Compliance filed on September 18, 2018		
Recorded October 30, 2018	OR BK 6858 / PG 1496	
<i>This order shall be a lien against any non-homestead real property or personal property now owned by the violator, and any non-homestead real property or personal property which violator may own in the future, until the satisfaction of this order.</i>		
Sub Total		\$ 3,000.00
Ref.: Case # 616728/765941	Folio # 0742-008-077	
Certification and Claim of Lien Amount		\$ 3,600.00
Administrative and Collection fees		\$ 247.08
		\$ 3,847.08
Certification and Claim of Lien Recorded with Marion County Clerk of Court Official Records Book 6869 / Page 456		
Lien recorded on	11/16/2018	
Payoff valid until	7/1/2025	
Total number of days the lien has been recorded	2296	
	Total Amount of Interest	\$ 1,978.19
	Sub Total	\$ 5,825.27
Case cost for Case Number 584559 and 765941		\$ 1,178.03
Total amount due		\$ 10,003.30
Patricia Jemery Administrative Assistant Marion County Growth Services -Code Enforcement		



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hough Robin (Dept) Code Enforcement - 3440
 Last First
 (Title) Code Enforcement Manager (Phone) 352-671-8916
 Signature Robin Hough Date Saturday, March 22, 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

Code Case 765941-An abatement of the unsafe structure and junk from property 0742-008-077 was completed 9/18/2018. The billing letter was mailed on 10/12/2018. Code Enforcement had to wait 30 days before recording the lien so the Certification and Claim of Lien Unsafe Structure wasn't recorded until 11/16/2018; Bk/Pg 6869/456. The property was sold at a tax deed sale with the deed having been recorded 10/25/2018. Should the abatement lien have been recorded?

New owner is requesting a reduction of the lien. Can Code Enforcement require the new owner pay the lien?

For more information or discussion, contact: ☒ Same as above
 (Name) _____ (Title) _____ (Phone) _____
 Last First

Agenda Item? ☐ Yes ☒ No

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____ Agenda Date: _____

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. 2025-249 ☒ Linda Blackburn
 Asst. County Attorney
 Assigned to: ☐ Matthew Guy Minter, ☐ Dana E. Olesky, ☐ Thomas Schwartz ☐ Valdoston Shealey
 County Attorney Chief Asst. County Attorney Asst. County Attorney Asst. County Attorney

Outcome:

Date Received:

See attached Memo.

RECEIVED

By Marion County Attorney- AT at 8:59 am, Mar 24, 2025

Attorney Signature: Linda Blackburn Date: March 27, 2025

Staff Signature: Anthony Turchi 3/27/25 Returned: ☒ Department ☐ Admin ☐ Completed

LRM OUTCOME MEMORANDUM

TO: Robin Hough, Code Enforcement Manager

FROM: Linda Blackburn, Assistant County Attorney

DATE: March 27, 2025

SUBJECT: LRM 2025-249 (Received March 24, 2025 at 8:59 AM)

Below are responses to the specific questions contained within the LRM as well as a timeline of events to support those responses.

Should the abatement lien have been recorded? Yes. Notice of the Code Enforcement Violation as well as the Notice of Action to Abate provided proper notice when sent by certified mailing, posting and ultimately publication, and were all done prior to the tax deed sale and change of the title owner. When the cost was incurred by the County, there was no change of the title owner. It was proper protocol to record the abatement lien after thirty days of non-payment irrespective of whether it could be foreclosed upon or otherwise enforced.

Can Code Enforcement require the new owner pay the lien? Yes. A municipal lien is typically enforceable against a successor title owner irrespective of whether it was filed before or after a tax deed sale, especially in light of this particular lien being specifically for costs associated with keeping the premises in a sanitary or sightly condition, and/or abating a nuisance or undesirable condition. See, §§ 197.552, 197.573(2), Fla. Stat.

Timeline of Events:

6/1/2014	Tax Certificate #2253 Issued to <i>William Bedford Greene</i>
6/5/2014	Notice of Violation Issued, Case No. 584559
6/25/2014	Notice to Appear hand-delivered (Amanda Hopkins), Case No. 584559
6/27/2014	Notice to Appear Mailed, Case No. 584559
7/22/2014	Notice to Appear Posted and Mailed, Case No. 584559
8/15/2014	Order Requiring Compliance Case No. 584559
9/12/2014	Final Administrative Order of MCCEB (\$3,000 +costs), Case No. 584559 , executed
11/12/2014	Final Administrative Order of MCCEB (\$3,000 +costs), Case No. 584559 , Recorded: OR 6125/1009
3/1/2018	Notice of Violation Issued and mailed, Case No. <u>765941</u>

3/23/2018 **Notice of Violation Posted, Case No. 765941**

4/10/2018 **Inspection and note that structure burned but junk and debris remained.**

6/22/2018 **Violation Notice RE: Code Enforcement Case No. 765941 (Repeat Violation from 584559), by certified mail**

6/22/2018 **Notice of Unsafe Structure Abatement & Abandonment Case No. 765941, by certified mail**

6/27/2018 **First (of 4) Publication of Notice of Action to Remove Unsafe Structure, Case No. 765941**

9/4/2018 First (of 4) Publication and mailing of Notice for Application for Tax Deed and Warning Notice Letter

9/18/2018 **Affidavit of Completion and Violation Confirmed Abated by County as noted in Case No. 584559 and 765941**

10/12/2018 **Notice of Removal of Unsafe Structure and Amount Due - \$3,847.08 (+12%), certified mailed, Case No. 765941**

10/24/2018 Tax Deed Sale of Property to Florida Land Asset Management, LLC

10/25/2018 Tax Deed, Recorded: OR 6856/985

11/14/2018 **Certification and Claim of Lien – Unsafe Structure, Case No. 765941 executed**

11/18/2018 **Certification and Claim of Lien – Unsafe Structure, Case No. 765941 Recorded: OR 6869/456**

What is not reflected in the timeline above but should be a consideration when later determining whether to reduce or mitigate any fines, fees, or costs associated with the violations and abatement is that the current title owner is Florida Land Asset Management, LLC (William B. Greene), who bought the tax certificate at around the same time as the first code enforcement action began and waited over four years (required to wait two years) after issuance of the certificate but right after publication of the abatement to file his application for tax deed. It appears that the title owner is savvy enough to be aware of pre-transfer fines and costs imposed. Additionally, and oddly coincidental, William B. Greene was the VP with Hasty-Greene Investments, Inc., who was the Grantor of the property to Mr. and Mrs. Lockridge back in 1974.

Prepared by:
 Marion County Growth Services
 Marion County Code Enforcement Division
 2710 E. Silver Springs Blvd.
 Ocala, FL 34470



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
 DATE: 11/16/2018 03:42:42 PM
 FILE #: 2018113486 OR BK 6869 PG 456
 REC FEES: \$10.00 INDEX FEES: \$0.00
 DDS: \$0 MDS: \$0 INT: \$0

CERTIFICATION AND CLAIM OF LIEN UNSAFE STRUCTURE

TO: JOYCE M LOCKRIDGE EST
 3090 NE 163RD PLACE
 CITRA, FL 32113-4455

NOTICE IS HEREBY GIVEN and the undersigned hereby certifies that the unsafe structure located at **3090 NE 163RD PL, CITRA, Marion County, Parcel # 0742-008-077**, has been removed at County expense, pursuant to a violation notice dated **June 22, 2018**, Code Enforcement case number **765941-RH2**.

The undersigned certifies that the actual cost of remedying the violation, including expenses, totals **three thousand eight hundred forty-seven dollars and eight cents (\$3,847.08)** and a lien in such amount, **plus interest at the rate of twelve percent (12%) per annum**, from the date of recording until paid, shall constitute a lien against your property. **The collection agency fee and administrative costs will also be added to the total payoff amount and the lien will be reported to credit bureaus.**

This lien is claimed by Marion County pursuant to the provisions of Marion County Code, Chapter 5.5, Article II, Section 5.5-33, Standard Unsafe Building Abatement Code, Section 701. You may obtain a release of lien by paying the costs to the Marion County Growth Services Department, 2710 E. Silver Springs Blvd., Ocala, Florida 34470.

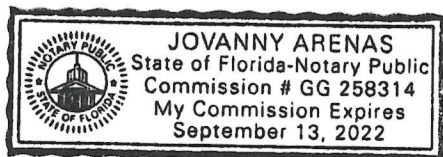
14th I **HEREBY CERTIFY** that the information contained herein is true and correct as of this day of November, 2018.

Mounir Bouyounes, County Administrator

Sworn to and subscribed before me this 14th day of November, 2018,
 by Mounir Bouyounes, County Administrator, who is personally known to me.

 Notary Public

After recording, please return to:
 Growth Services - Code Enforcement
 2710 E. Silver Springs Blvd.
 Ocala, Florida 34470
 (352) 671-8900





**Marion County
Board of County Commissioners**

Growth Services • Code Enforcement

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

MCBCC

Marion County
Code Enforcement

FEB 21 2025

Received by:

**Marion County Code Enforcement
Request for Rescission or Reduction
Abatement Certification and Claim of Lien**

Now requires a non-refundable \$250.00 processing fee

CASE NUMBER: 584559 / 701490
616728 / 765941 > PARCEL # 0742-008-07

Date: 02/20/2025

Name: BEDFORD GREENE • FLORIDA LAND ASSET MANAGER

Address: P.O. Box 5258, Salt Springs, FL 32134

Phone Number: 352-843-8811

Growth Services Director:

I am requesting to appear before the Marion County Board of County Commissioners for a possible rescission or reduction of the lien on the above referenced case.

Give detailed justification explaining the reason for this request and lien for which you seek relief.

SEE ATTACHED SHEET

Were you the owner of the property at the time the property was abated and lien recorded? YES

Did you purchase the property after the county abated the property and lien was recorded? YES

Was a title search performed? YES

How did you obtain the lien information? From Marion County

Are the property taxes paid? YES

Have any improvements to the property been made that are not reflected on the Property Appraiser report? NO. Property Record cards says wall was capped. Could not locate.

Applicant's signature: B. J. A. M.
BENJAMIN GREENE

STAFF/OFFICE USE ONLY

RECEIVED DATE: _____

RECEIVED BY: _____

PAYMENT RECEIVED: _____

PAYMENT TRANSACTION NO: _____

(\$250.00 - NON-REFUNDABLE)

CEB HEARING DATE: _____

Parcel # 0742-008-077

Case # 584559 / 701490

616728 / 765941

I am requesting to appear before the Marion County Board of County Commissioners to respectfully request the rescission or reduction of two liens recorded against my property. Below is a detailed explanation of the circumstances surrounding the liens and my justification for seeking relief.

Background Information

On June 1, 2014, I purchased Tax Certificate 2014-2253 for \$453.44, with expectation of acquiring a property that had a mobile home on it. At the time of my purchase, the mobile home was still occupied, and I proceeded in good faith based on the information available. On March 10, 2018, I applied for a Tax Deed for the property. As of that date, the mobile home was still present. The Tax Deed Sale took place on October 24, 2018, with the minimum bid set at \$5,153.22. Unfortunately, no one bid on the property and I as the applicant, I acquired the property. The final amount I paid, including recording fees, was \$5,216.62.

Valuation History of the Property

While I do not have an exact valuation for the property in 2018, I can provide its historical Land Just Value from the Marion County Property Appraiser Office:

- From 2013 to 2015, the land was valued at \$3,645.
- In 2022, the value increased to \$4,860.
- In 2023, the value further increased to \$6,075.
- For 2024, the current value is \$7,290.

I have consistently paid all the property taxes on this parcel, up to and including those for 2024.

Liens and Timeline

On October 30, 2018, just six days after the Tax Deed Sale, a lien for \$3,000 was recorded against the property. Additionally, Marion County removed the mobile home from the property on October 4, 2018, twenty days before the Tax Deed Sale. Subsequently, a lien of \$3,600 was recorded on November 16, 2018, a full twenty-three days after the Tax Deed Sale.

As of March 1, 2025, the total amount due, including administrative fees and interest, is \$8,619.18.

Request for Relief

Given the timeline and the circumstances, I respectfully request the Board to consider rescinding both liens. The first lien was recorded just days after my acquisition of the property, and the second lien was recorded long after the removal of the mobile home. These actions do not seem to align with the spirit of fair property transactions, and I believe this situation warrants a reassessment of the charges placed against the property.

Thank you for your time and consideration of my request. I trust the Board will carefully review the facts and make a decision that reflects fairness and justice in this matter.



TAX DEED

1281



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 10/25/2018 01:19:13 PM
FILE #: 2018105329 OR BK 6856 PGS 985-987
REC FEES: \$27.00 INDEX FEES: \$0.00
DDS: \$36.40 MDS: \$0 INT: \$0

DAVID R. ELLSPERMANN
Clerk and Comptroller

SALE # 293522
PROPERTY ID NUMBER 0742-008-077

MARION COUNTY, FLORIDA

Tax Certificate Numbered 2253 issued on Jun 01, 2014 was filed in the office of the tax collector of Marion County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 24th day of October, 2018, the land was offered for sale. It was sold to, **FLORIDA LAND ASSET MANAGEMENT LLC AS TRUSTEE FOR TRUST #293522, DATED 10/24/2018** address **P O BOX 188; FORT MCCOY, FL 32134**, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

Description of lands:

SEC 03 TWP 13 RGE 22

MEADOWS UNIT 2 BLOCK H LOTS 77, 78, 79 BEING DESC AS FOLLOWS:

N 110 FT OF S 1740 FT OF E 175 FT OF W 300 FT OF E 1/2

SUBJECT TO AN EASEMENT ALONG THE N 20 FT & THE W 25 FT THEREOF

PLAT BOOK UNR PAGE 228

On October 24, 2018, in Marion County, Florida, for the sum of (\$ 5,153.22) FIVE THOUSAND ONE HUNDRED FIFTY THREE AND 22 / 100-----Dollars, the amount paid as required by law.

DAVID R. ELLSPERMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
MARION COUNTY



SUBJECT TO CURRENT TAXES

WITNESS:

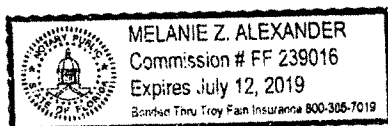
[Signature of David R. Ellspermann]

[Signature of Melanie Z. Alexander]

MARION COUNTY, FLORIDA

On this 24th day of October, 2018 before me personally appeared David R. Ellspermann, Clerk of the Circuit Court and Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purpose therein mentioned.

Witness my hand and office seal date aforesaid.



[Signature of Melanie Z. Alexander]
NOTARY PUBLIC

Marion County Code Enforcement Board

Case Number
701490-BP

Item 7.1

HEARING DATE: MAY 14, 2025

Code Officer
B. PRESLEY

Owner/Respondent
JOYCE M LOCKRIDGE
EST
3090 NE 163RD PL
CITRA, FL 32113

Occupant/Violator
JOYCE M LOCKRIDGE
EST

**Verbal contact with
owner/occupant**
No

Parcel Number
Location
0742-008-077

3090 NE 163RD PL,
CITRA

Complainant
Anonymous [2018]

Property Taxes
Paid

Assessed Value
\$5,881



Photo taken by CEO Presley June 5, 2014

REQUEST TO APPEAR

Violation: Marion County Code, Chapter 16, Article III, Section 16-92 by having an accumulation of junk and Marion County Code, Chapter 15, Article II, Section 15-39 by failure to properly display assigned building numbers

Summary: A Code Enforcement Board lien was recorded in November 2014 for junk and no 9-1-1 numbers on 0.38 acre parcel on NE 163rd Place, Citra. On October 24, 2018, a new owner purchased the property at a tax deed sale for \$5,153.22.

Department Recommendation

The department's recommendation is that the Code Board recommend to the Board of County Commissioners that they deny the request to reduce / rescind the fine now totaling \$3,000. Code Enforcement's case costs are \$680.33.

Item 7.1

Notice Summary

Notice of Violation
June 5, 2014

Notice to Appear
June 27, 2014

Location

This 0.38 acre improved property is located within an R-4 Residential Zoning Classification, Meadows Unit 2 subdivision.

BACKGROUND

On June 5, 2014, Code Officer Brian Presley mailed a *Notice of Violation* to JOYCE M LOCKRIDGE EST for violations on property located at 3090 NE 163RD PL, CITRA, parcel # 0742-008-077. On June 27, 2014, a *Notice to Appear* for the August 13, 2014 Code Enforcement Board (CEB) hearing was sent via certified mail. Proof of service for the NTA was by affidavit of posting dated July 23, 2014. On August 13, 2014, Officer Hough presented the case to the CEB. Representatives for JOYCE M LOCKRIDGE EST were not present. The CEB found the respondent to be in violation and directed her to bring the violations into compliance on or before September 4, 2014, or be fined \$50 a day for each day up to a maximum of \$3,000. On September 10, 2014, the CEB imposed the fine per the prior order based on an *Affidavit of Continuing Violation* filed by Officer Presley. The lien was recorded November 12, 2014. The junk was eventually abated along with the burnt M/H by the County September 16, 2018.



On October 24, 2018, FLORIDA LAND ASSET MANAGEMENT LLC, as trustee for TRUST # 293522, purchased the property at a tax deed sale for \$5,153.22. Bedford Greene has requested to appear before the Board to ask that the CEB lien be released. The Property Appraiser lists the 2024 market value of the property as \$7,290.



**Marion County
Board of County Commissioners**

Growth Services • Code Enforcement

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

April 10, 2025

BEDFORDE GREEN
FLORIDA LAND ASSET MANAGEMENT
P O BOX 5258
SALT SPRINGS, FL 32134

**RE: Request to Appear at the Code Enforcement Board Hearing on
Code Enforcement Case # 584559-BP**

Your request to appear before the Code Enforcement Board for a possible rescission or reduction of the unrecorded fine on the above referenced case has been received and will be placed on the Agenda for **9:00 a.m., Wednesday, May 14, 2025**, at the Marion County Growth Services Main Training Room, 2710 E. Silver Springs Blvd., Ocala, Florida, concerning this matter. You or a representative of your choosing must attend the hearing, present testimony or evidence and may question any witnesses. There will be a record kept of the hearing which may, upon payment of reasonable preparation charges, be available for appeals of the Board's action. Appeals are governed by Section 2-208 of the Code.

If you have any questions, please feel free to contact me at the Code Enforcement Office.

Sincerely,

Sandra Woodrow

Sandra Woodrow
Marion County Growth Services
Code Enforcement Board Secretary



**Marion County
Board of County Commissioners**

Growth Services • Code Enforcement

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

MCBCC

**Marion County Code Enforcement
Request for Rescission or Reduction
Abatement Certification and Claim of Lien**

Now requires a non-refundable \$250.00 processing fee

CASE NUMBER: 584559 / 701490 > PARCEL # 0742-008-077
616728 / 765941

Date: 02/20/2025

Name: BEDFORD GREENE - FLORIDA LAND ASSET MANAGEMENT

Address: P.O. Box 5258, Salt Springs, FL 32134

Phone Number: 352-843-8811

Growth Services Director:

I am requesting to appear before the Marion County Board of County Commissioners for a possible rescission or reduction of the lien on the above referenced case.

Give detailed justification explaining the reason for this request and lien for which you seek relief.

SEE ATTACHED SHEET

Were you the owner of the property at the time the property was abated and lien recorded? YES

Did you purchase the property after the county abated the property and lien was recorded? YES

Was a title search performed? YES

How did you obtain the lien information? From Marion County

Are the property taxes paid? YES

Have any improvements to the property been made that are not reflected on the Property Appraiser report? NO. Property Record cards says well was capped. Could not locate.

Applicant's signature: B. H. Green
BENFORD GREENE

RECEIVED DATE: <u>2/20/25</u>	STAFF/OFFICE USE ONLY	RECEIVED BY: <u>S. Woodward</u>
PAYMENT RECEIVED: <u>\$250</u> (\$250.00 - NON-REFUNDABLE)		PAYMENT TRANSACTION NO: <u>1361180</u>
CEB HEARING DATE: _____		

Parcel # 0742-008-077

Case # 584559 / 701490

616728 / 765941

I am requesting to appear before the Marion County Board of County Commissioners to respectfully request the rescission or reduction of two liens recorded against my property. Below is a detailed explanation of the circumstances surrounding the liens and my justification for seeking relief.

Background Information

On June 1, 2014, I purchased Tax Certificate 2014-2253 for \$453.44, with expectation of acquiring a property that had a mobile home on it. At the time of my purchase, the mobile home was still occupied, and I proceeded in good faith based on the information available. On March 10, 2018, I applied for a Tax Deed for the property. As of that date, the mobile home was still present. The Tax Deed Sale took place on October 24, 2018, with the minimum bid set at \$5,153.22. Unfortunately, no one bid on the property and I as the applicant, I acquired the property. The final amount I paid, including recording fees, was \$5,216.62.

Valuation History of the Property

While I do not have an exact valuation for the property in 2018, I can provide its historical Land Just Value from the Marion County Property Appraiser Office:

- From 2013 to 2015, the land was valued at \$3,645.
- In 2022, the value increased to \$4,860.
- In 2023, the value further increased to \$6,075.
- For 2024, the current value is \$7,290.

I have consistently paid all the property taxes on this parcel, up to and including those for 2024.

Liens and Timeline

On October 30, 2018, just six days after the Tax Deed Sale, a lien for \$3,000 was recorded against the property. Additionally, Marion County removed the mobile home from the property on October 4, 2018, twenty days before the Tax Deed Sale. Subsequently, a lien of \$3,600 was recorded on November 16, 2018, a full twenty-three days after the Tax Deed Sale.

As of March 1, 2025, the total amount due, including administrative fees and interest, is \$8,619.18.

Request for Relief

Given the timeline and the circumstances, I respectfully request the Board to consider rescinding both liens. The first lien was recorded just days after my acquisition of the property, and the second lien was recorded long after the removal of the mobile home. These actions do not seem to align with the spirit of fair property transactions, and I believe this situation warrants a reassessment of the charges placed against the property.

Thank you for your time and consideration of my request. I trust the Board will carefully review the facts and make a decision that reflects fairness and justice in this matter.



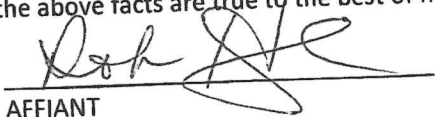
DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
 DATE: 10/30/2018 09:51:57 AM
 FILE #: 2018106760 OR BK 6858 PG 1496
 REC FEES: \$10.00 INDEX FEES: \$0.00
 DDS: \$0 MDS: \$0 INT: \$0

CASE #584559 / 701490-BP

**MARION COUNTY CODE ENFORCEMENT BOARD LIEN ORDER
 AFFIDAVIT OF COMPLIANCE**

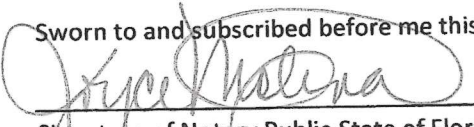
1. The Marion County Code Enforcement Board has found **JOYCE M LOCKRIDGE EST** to have violated Marion County Code, Chapter 16, Article III, Section 16-92 by having an accumulation of junk and Marion County Code, Chapter 15, Article II, Section 15-39 by failure to properly display assigned building numbers as referenced in the Board Order dated August 15, 2014.
2. The violator(s) was (were) given until **September 4, 2014**, to comply with said Order or be fined **fifty dollars (\$50.00)** per day, which shall continue to accrue daily, until the violation(s) is (are) cleared, commencement of a foreclosure action, or until extinguished by law, up to a maximum of **three thousand dollars (\$3,000.00)**.
3. On **September 18, 2018, at 10:13 a.m.**, I reinspected the property located at **3090 NE 163RD PL, CITRA** for compliance.
4. I observed that the violation(s) has (have) been brought into compliance as of **September 18, 2018**.
5. The existing fine of **three thousand dollars (\$3,000.00)** will remain as a lien against any real or personal property owned by **JOYCE M LOCKRIDGE EST** until said fine is paid or otherwise extinguished by law. The collection agency fee and administrative costs will also be added to the total payoff amount and the lien will be reported to credit bureaus.

I HEREBY swear under penalties of perjury that the above facts are true to the best of my knowledge.


 AFFIANT

PERSONALLY KNOWN and appeared before me, the undersigned authority, Code Enforcement Supervisor Robin Hough, and acknowledged that they did execute the foregoing affidavit.

Sworn to and subscribed before me this 18th day of September 2018.


 Signature of Notary Public-State of Florida



JOYCE MOLINA
 MY COMMISSION # GG 054955
 EXPIRES: December 13, 2020
 Bonded Thru Budget Notary Services

I HEREBY CERTIFY THAT THE
 FOREGOING DOCUMENT IS A
 TRUE AND CORRECT COPY OF
 THE ORIGINAL


 CLERK
 MARION COUNTY CODE ENFORCEMENT





DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO

DATE: 11/12/2014 12:47:49 PM

FILE #: 2014106989 OR BK 6125 PG 1009

REC FEES: \$10.00 INDEX FEES: \$0.00

DDS: \$0 MDS: \$0 INT: \$0

**FINAL ADMINISTRATIVE ORDER OF
THE MARION COUNTY CODE ENFORCEMENT BOARD**

This cause having come before the Code Enforcement Board of Marion County, Florida on **September 10, 2014**, on the petition of Marion County for an Order imposing a fine in Case Number **584559-BP** and the Board having considered the Affidavit of Continuing Violation filed therein, it is hereby found and ordered that:

1. The violation(s) of Marion County Code, Chapter 16, Article III, Section 16-92, by having an accumulation of junk and Marion County Code, Chapter 15, Article II, Section 15-39, for failure to properly display assigned building numbers, on real property located at **3090 NE 163RD PLACE, CITRA**, Marion County, Florida, was (were) not brought into compliance on or before **September 04, 2014**, as required by the previous Order of this Board dated **August 15, 2014**.
2. In accord with the previous Order of this Board which is incorporated herein by reference, there is hereby imposed upon **ESTATE OF JOYCE M. LOCKRIDGE**, a fine in the amount of **fifty dollars (\$50.00) per day, beginning September 05, 2014**, for each day the violation(s) continue(s) past the date set for compliance, which shall continue to accrue daily unless and until the violation(s) is (are) cleared, commencement of a foreclosure action or until extinguished by law, up to a **maximum of three thousand dollars (\$3,000.00)**. The collection agency fee and administrative costs will also be added to the total payoff amount and the lien will be reported to credit bureaus.
3. The violator(s) shall notify the Code Inspector in writing immediately when the violation(s) has (have) been brought into compliance. **IT IS THE RESPONSIBILITY OF THE RESPONDENT(S) TO NOTIFY CODE ENFORCEMENT AT (352) 671-8900, ON OR BEFORE THE COMPLIANCE DATE TO DEMONSTRATE TO MARION COUNTY'S SATISFACTION THAT THE VIOLATION(S) HAVE BEEN CORRECTED.**
4. The violator(s) has (have) the right to file a petition for writ of certiorari to the Circuit Court to appeal the decision of the Board. An appeal must be filed with the Circuit Court within thirty (30) days of the date of this Order. Section 162.11, Florida Statutes, provides as follows:

162.11 Appeals - An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Code Enforcement Board. An appeal shall be filed within 30 days of the execution of the order to be appealed.
5. Failure to comply with this Order within the specific times set forth above will result in the recordation of this Order in the Public Records, which constitutes a lien against the Property on which the violation(s) exist and upon any other real or personal property owned by the Respondent. Such lien may be foreclosed and the Property sold to enforce such lien. If such lien is filed, you will be assessed all cost incurred in recording and satisfying this lien.

The holder of this order and the lien hereunder is the Marion County Board of County Commissioners, with the address of 601 SE 25th Avenue, Ocala, FL 34471.

DONE AND ORDERED by the Code Enforcement Board of Marion County, Florida, this **12** day of **September, 2014**.

I HEREBY CERTIFY THAT THE
FOREGOING DOCUMENT IS A
TRUE AND CORRECT COPY OF
THE ORIGINAL.

Kimberly Hatcher
CLERK
MARION COUNTY CODE ENFORCEMENT



**MARION COUNTY
CODE ENFORCEMENT BOARD**

By: *F. Joe Krim Jr.*
F. Joe Krim Jr., Chairperson

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Order has been furnished to **ESTATE OF JOYCE M. LOCKRIDGE, 3090 NE 163RD PL, CITRA, FL 32113**, by U.S. mail this **12** day of **September, 2014**.

Kimberly Hatcher
Board Secretary

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser

501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336



2025 Property Record Card Real Estate

0742-008-077

[GOOGLE Street View](#)

Prime Key: 115584

[MAP IT+](#)

Current as of 5/27/2025

[Property Information](#)

FLORIDA LAND ASSET MANAGEMENT
LLC TR
PO BOX 5258
SALT SPRINGS FL 32134-5258

[Taxes / Assessments:](#)

Map ID: 189

[Millage:](#) 9001 - UNINCORPORATED

[M.S.T.U.](#)

[PC:](#) 00

[Acres:](#) .38

Situs: 3090 NE 163RD PL CITRA

[2024 Certified Value](#)

Land Just Value	\$7,290		
Buildings	\$0		
Miscellaneous	\$0		
Total Just Value	\$7,290	Impact	
Total Assessed Value	\$5,881	Ex Codes:	(\$1,409)
Exemptions	\$0		
Total Taxable	\$5,881		
School Taxable	\$7,290		

[History of Assessed Values](#)

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2024	\$7,290	\$0	\$0	\$7,290	\$5,881	\$0	\$5,881
2023	\$6,075	\$0	\$0	\$6,075	\$5,346	\$0	\$5,346
2022	\$4,860	\$0	\$0	\$4,860	\$4,860	\$0	\$4,860

[Property Transfer History](#)

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
6856/0985	10/2018	34 TAX	0	U	I	\$5,200
DETH/REGS	08/2012	71 DTH CER	0	U	I	\$100
DETH/REGS	01/2006	71 DTH CER	0	U	I	\$100
0655/0162	09/1974	02 DEED NC	0	U	I	\$2,300

[Property Description](#)

SEC 03 TWP 13 RGE 22
PLAT BOOK UNR PAGE 228
MEADOWS UNIT 2
BLK H LOTS 77.78.79 BEING DESC AS FOLLOWS:
N 110 FT OF S 1740 FT OF E 175 FT OF W 300 FT OF E 1/2

SUBJECT TO AN EASEMENT ALONG THE N 20 FT & THE W
25 FT THEREOF

1290

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
0001		150.0	90.0	R4	150.00	FF						
9430		20.0	150.0	R4	1.00	UT						
Neighborhood 0702 - MEADOWS UNIT 2												
Mkt: 8 70												

[Miscellaneous Improvements](#)

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
------	-----------	------	------	---------	-------	--------	-------

[Appraiser Notes](#)

[Planning and Building](#)

[** Permit Search **](#)

Permit Number	Date Issued	Date Completed	Description
2018081355	10/4/2018	10/4/2018	REMOVE UNSAFE STRUCTURE WELL CAPPED AND SEPTIC ABANDON



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-18758

Agenda Date: 7/1/2025

Agenda No.: 9.4.

SUBJECT:

Presentation of the Final Marion County Vulnerability Assessment including Some Municipalities and Results; Grant Agreement 23PLN63 Between the Florida Department of Environmental Protection and Marion County

INITIATOR:

Steven Cohoon, P.E., County Engineer

DEPARTMENT:

Office of the County Engineer

DESCRIPTION/BACKGROUND:

The County was awarded Florida Department of Environmental Protection Resilient Florida Program funding for completion of a comprehensive vulnerability assessment pursuant to Section 380.093, Florida Statutes, for Marion County, including the towns of Reddick and McIntosh. The grant agreement was approved by the Board October 17, 2023, and provided reimbursement of 100% of the assessment costs up to \$423,000. The County's consultant, Halff, will present the results of the Vulnerability Assessment and the County's next steps towards a more resilient community.

BUDGET/IMPACT:

None

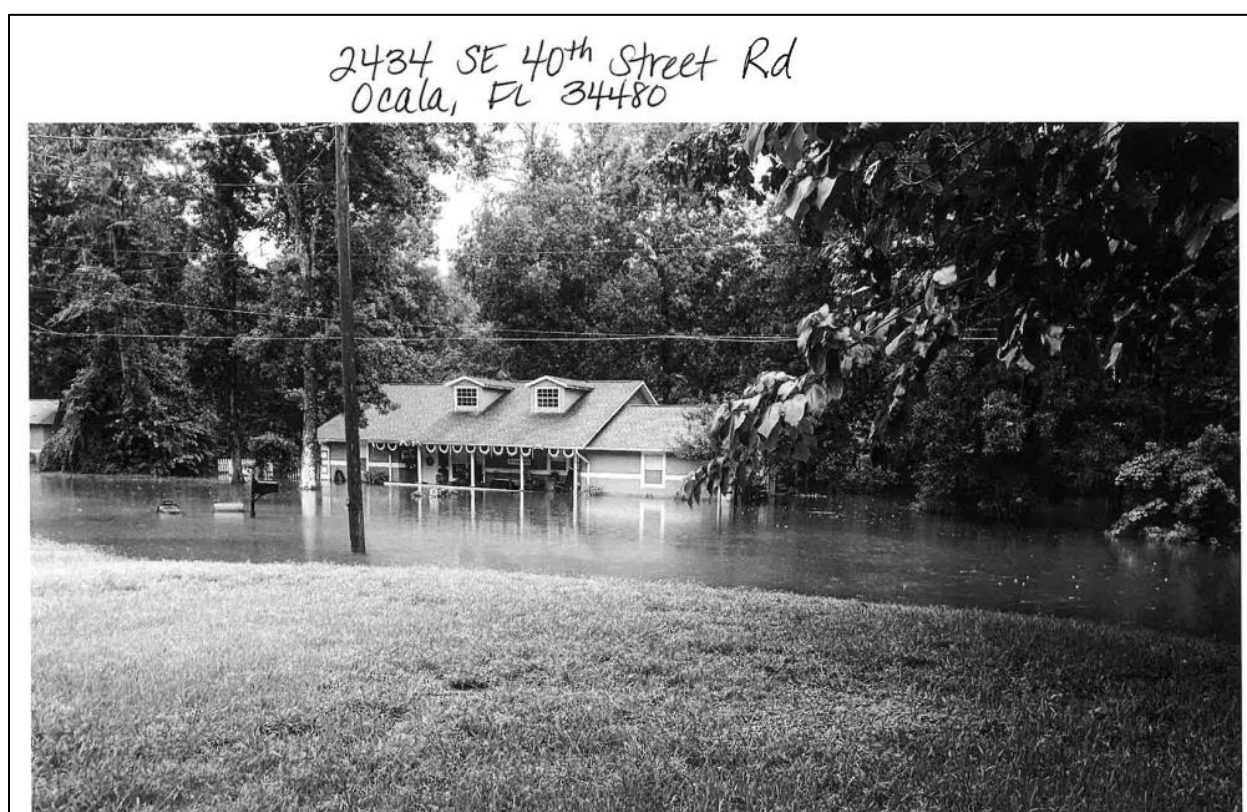
RECOMMENDED ACTION:

Presentation of results for information only.

Summary of Key Vulnerability Insights from Marion County Vulnerability Assessment (VA) Public Outreach Meetings

August 15, 2024 – Shadow Woods Neighborhood Feedback

This meeting provided location-specific input from residents of the Shadow Woods area, which has experienced repeated flooding. Four (4) attendees reported impacts from the 2017 and 2023 storms, specifically noting that four homes near SE 40th Street Road and SE 24th Terrace had flooded. One resident submitted photographs documenting the extent of flood inundation both inside and outside their home. These accounts supplemented available data and provided detailed observations about flood impacts in a known high-risk area. Public participation was limited, and the residents in attendance focused exclusively on flooding concerns in the Shadow Woods neighborhood, with no mention of other areas or specific infrastructure assets.



March 20, 2025 – Infrastructure and Policy Topics

Participants raised several technical and policy-related questions. One question addressed whether wastewater facilities were included in the assessment. It was clarified that these facilities were inventoried as critical assets and analyzed for exposure and sensitivity to flooding. Another participant asked about potential impacts of recent state-level preemptions on local land development authority. A final question focused on how the study accounted for land use changes and rezonings. Presenters confirmed that the most current available data was used, while noting that the assessment reflects a snapshot in time and may not capture future changes. While participants raised important technical and policy questions, no specific geographic areas or infrastructure assets were identified by name—only general topic areas were discussed.

McPherson Governmental Campus Auditorium, 601 SE 25th Ave, Ocala, FL 34471

Marion County Vulnerability Assessment Public Presentation

Marion County Board of County Commissioners (BOCC)

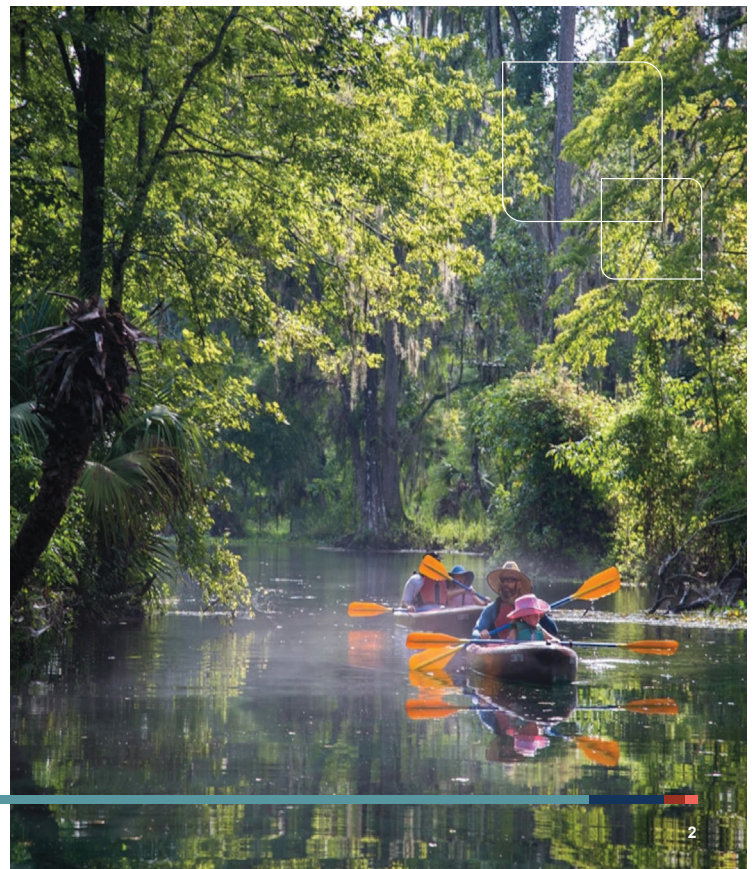
July 1, 2025

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BACKGROUND

- County Received FY2023 Resilient Florida funding for a Vulnerability Assessment (VA).
- 100% funded by FDEP; meets requirements set forth in Section 380.093, Florida Statutes.
- Developed between 2024 and 2025 with input from Marion County staff and the public.
- Leveraged and updated existing watershed models.
- Focuses on unincorporated areas and excludes Ocala and Belleview who are conducting separate assessments.
- Opens more opportunities for project prioritization and grant funding and ensures state regulatory compliance.



RESILIENT FLORIDA PROGRAM GRANTS



PLANNING GRANTS

\$20M (Annually)*



IMPLEMENTATION GRANTS

\$100M (Annually)*



REGIONAL GRANTS

\$2M (Annually)*

*Approximate/Minimum Funding Levels**

PROJECT GOALS

- Identify and catalog publicly available Geographic Information Systems (GIS) data applicable to critical and regionally significant assets, topographic conditions, and flood scenarios.
- Evaluate exposure and sensitivity of publicly-owned and/or maintained critical assets against each current and future flood scenario.
- Develop exposure maps to guide infrastructure and community investment decisions.
- Evaluate sensitivity of flooding to critical assets and prioritize capital improvements.
- Inform priorities for adaptation and implementation projects.



SECTION 380.093 F.S. (CRITICAL ASSETS)

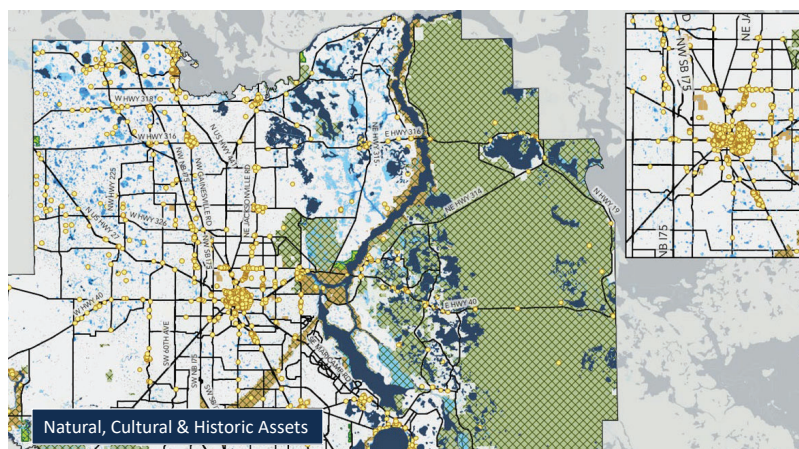
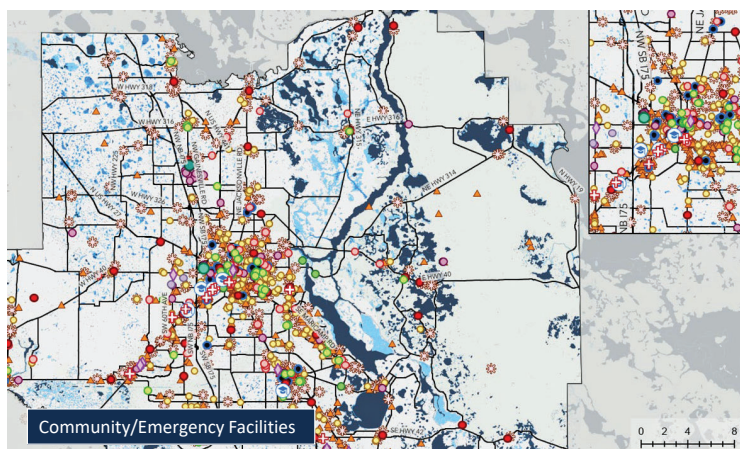
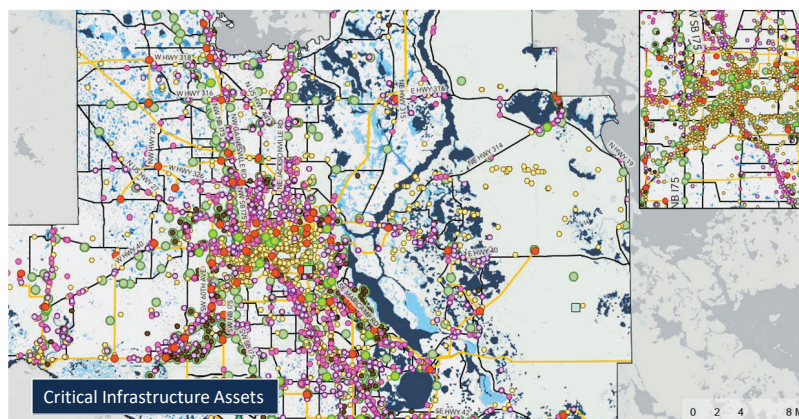
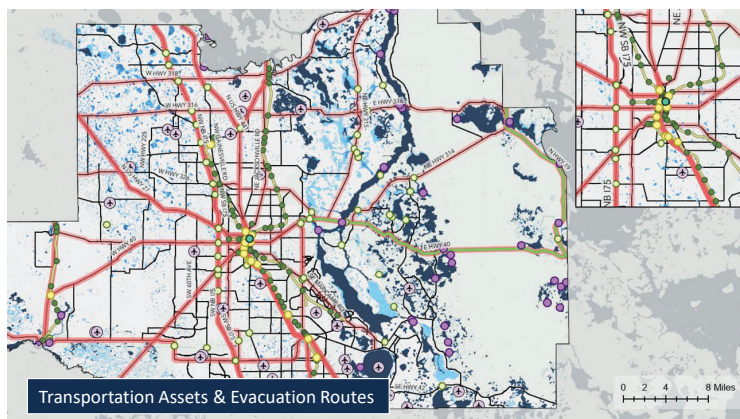
- **Transportation assets and evacuation routes**, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges
- **Critical infrastructure**, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric production and supply facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites
- **Critical community and emergency facilities**, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities
- **Natural, cultural, and historical resources**, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets

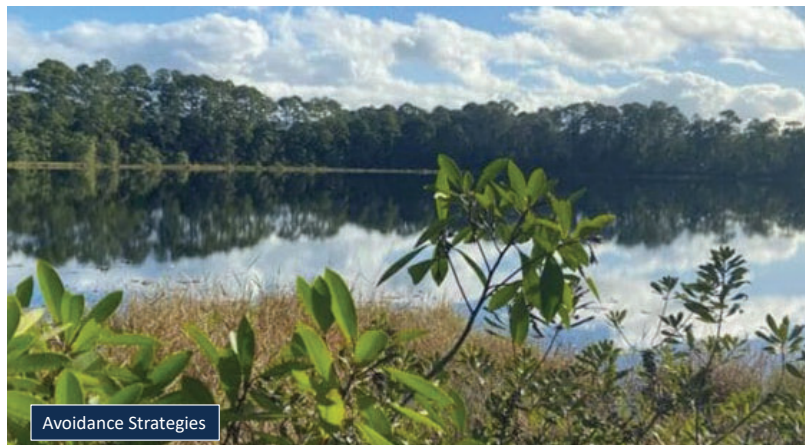
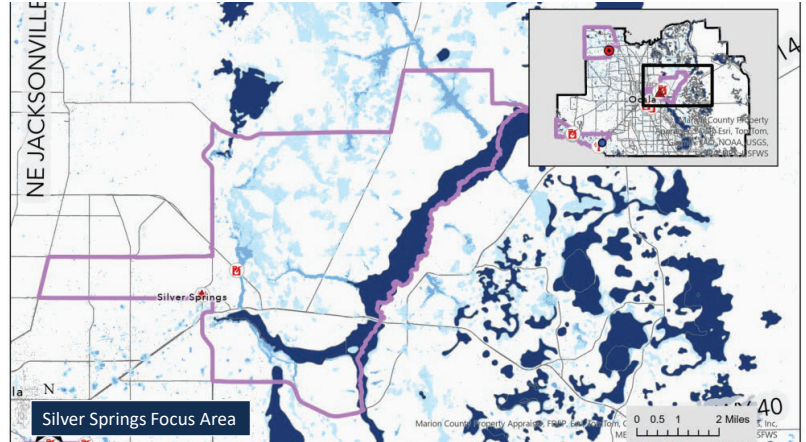
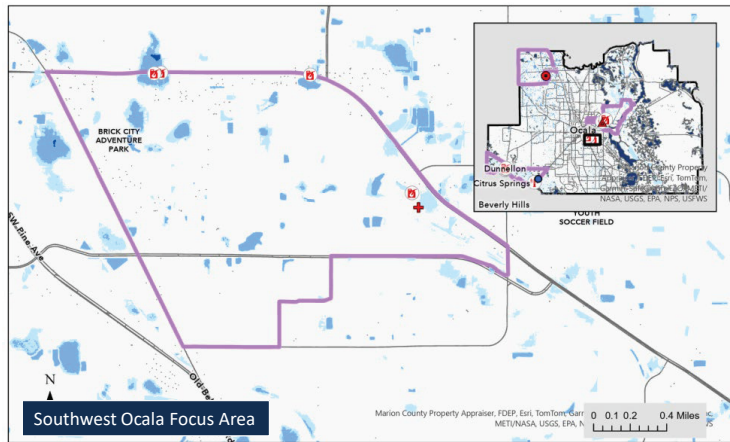
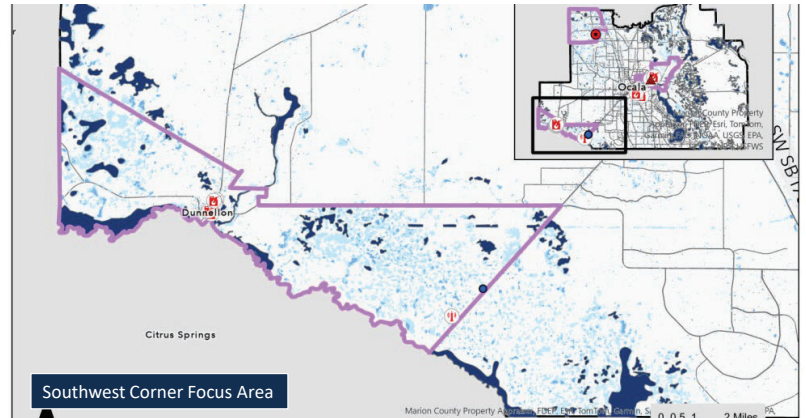
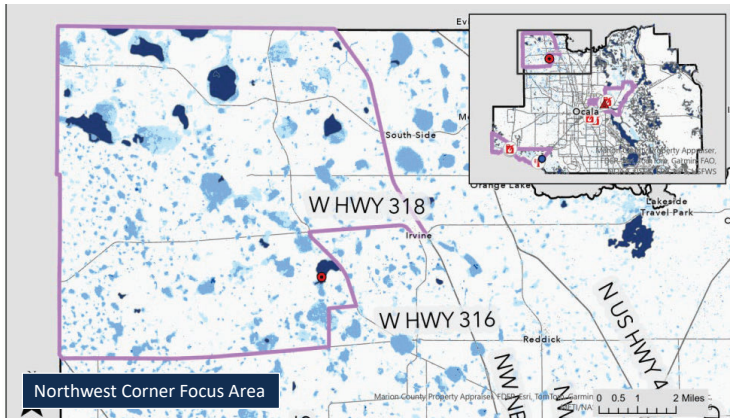
SECTION 380.093 F.S. (FLOOD HAZARDS)

- ~~**Tidal flooding, including future high tide flooding**, which must use thresholds published and provided by the department. To the extent practicable, the analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon~~
- ~~**Current and future storm surge flooding using publicly available NOAA or FEMA storm surge data**. The initial storm surge event used must equal or exceed the current 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset~~
- **To the extent practicable, rainfall-induced flooding** using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide conditions
- ~~**To the extent practicable, compound flooding** or the combination of tidal, storm surge, and rainfall-induced flooding~~

PROJECT OUTCOMES

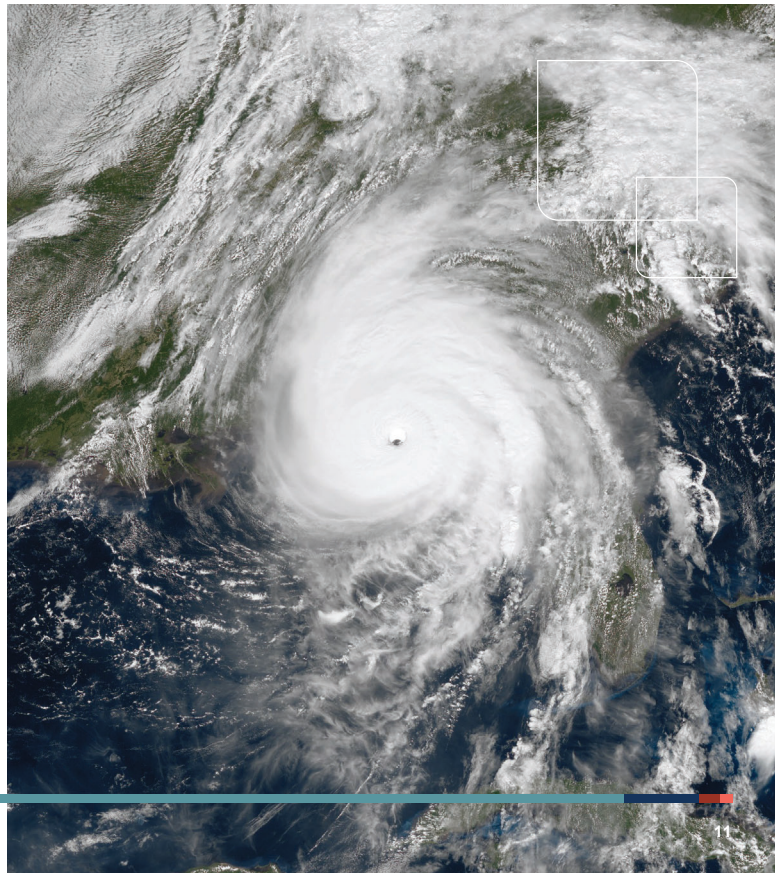
- Established GIS-based inventory of critical assets in Marion County.
- Updated existing Interconnected Channel and Pond Routing (ICPR) flood models for current and future conditions (2050, 2080).
- Integrated flood models into StormWise™ (formerly ICPR4).
- Assessed risks and vulnerabilities through exposure and sensitivity analyses.
- Held two public meetings: one for input, one for findings and recommendations.
- Complied with Florida Statutes and Resilient Florida Data Standards.





NEXT STEPS

- Secure final approval from Resilient Florida Program for state compliance.
- Request additional funding for Adaptation Plan development.
- Prioritize grant applications to support implementation.
- Develop site-specific flood hazard analyses and proposals.
- Integrate project findings into local codes and plans.
- Sustain community and stakeholder engagement.

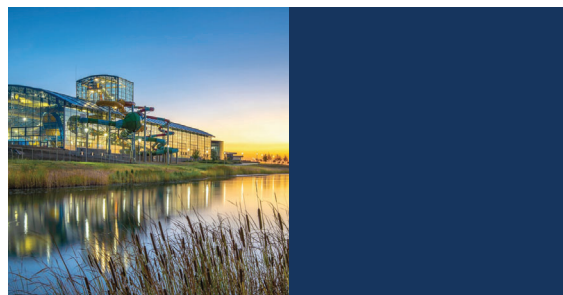


GET IN TOUCH

Sean Lahav, MPA, WEDG, Project Manager, can be contacted at slahav@halff.com

352-343-8481
halff.com

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19556

Agenda Date: 7/1/2025

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
July 1 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month.
July 1 10:00 a.m.*	Public Hearing	For the Resolution to Adopt a Special Assessment to be Imposed on Marion County Hospitals related to Enhanced Medicaid Reimbursements
July 1 10:00 a.m.*	Public Hearing	To Consider an Ordinance to Amend Article XI of Chapter 10 of the Marion County Code to Add a New Category of Transportation Impact Fees: Fast-Food Restaurant with Drive-Thru; Adding a New Subsection 10-282(b) Adopting a Marion County Transportation Fee Update Study Supplement Dated June 6, 2025; Amending the Transportation Impact Fee Schedule in Section 10-327 to include the New Category and Fee Amount; Including Findings, and Administrative Procedures
July 1 5:30 p.m.	Public Hearing	To Consider an Ordinance to Amend the Marion County Land Development Code
July 15 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month.
July 15 10:00 a.m.*	Public Hearing	To Consider a Rate Resolution to Increase the Current Assessment Rate Associated with the Kingsland Country Estates Whispering Pines and Kingsland Country Estates Forest Glenn Municipal Service Benefit Unit for Street Lighting
July 15 10:00 a.m.*	Public Hearing	For Public Comment on the FY 2025-2026 Annual Action Plan for Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) Program and Emergency Solutions Grant (ESG)



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
July 15 2:00 p.m.	Commission Meeting (Planning & Zoning)	Regularly scheduled for the third Tuesday of every month
July 16-17 9:00 a.m.	Budget Workshops	To Consider the Budget for FY 2025-2026

***Or as soon thereafter as possible.**

07/01/25



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19576

Agenda Date: 7/1/2025

Agenda No.: 14.1.1.

SUBJECT:

Present Letter to Stakeholders of District 5 Regarding the Medical Examiner Facility

INITIATOR:

**Mounir Bouyounes, P.E., County
Administrator**

DEPARTMENT:

Administration

DESCRIPTION/BACKGROUND:

On June 9, 2025, the Marion County Administrator sent a letter to William Gladson, State Attorney, Michael Graves, Public Defender, and Billy Woods, Marion County Sheriff, requesting feedback related to Lake County's request to be reassigned from District 5 to District 24.

The response letters from the State Attorney, Public Defender and Sheriff were presented at the June 19th Medical Examiner Committee meeting and are attached for the Board's review.

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

June 9, 2025

William Gladson
State Attorney
Office of The State Attorney, Fifth Judicial Circuit
110 NW 1st Ave Ste 5000
Ocala, FL 34475-6614

Re: Request for Input – Lake County's Proposed Reassignment from Medical Examiner District 5 to District 24

Dear Mr. Gladson,

As you may be aware, Marion County is a member of the District 5 Medical Examiner Commission, along with Hernando, Lake, Citrus, and Sumter Counties. In addition to serving these counties, the District 5 Medical Examiner also currently serves District 24 (Seminole County).

Recently, Lake County submitted a formal request to be reassigned from District 5 to District 24. Given your role as a stakeholder in District 5, Marion County respectfully requests your written opinion on the proposed reassignment of Lake County to District 24 and what impact it may have on your operation.

Your feedback will be shared with the Medical Examiner Committee during the upcoming meeting scheduled for June 19, 2025. We kindly ask that you provide your written response no later than June 13, 2025, to ensure adequate time for review and inclusion in the meeting materials.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,

Mounir Bouyounes
County Administrator
Marion County Administration
352-438-2300
Mounir.bouyounes@marionfl.org



Marion County Board of County Commissioners

Administration

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

June 9, 2025

Michael Graves
Public Defender
Fifth Judicial Circuit Public Defender
PO Box 7800
Tavares, FL 32778-7800

Re: Request for Input – Lake County's Proposed Reassignment from Medical Examiner District 5 to District 24

Dear Mr. Graves,

As you may be aware, Marion County is a member of the District 5 Medical Examiner Commission, along with Hernando, Lake, Citrus, and Sumter Counties. In addition to serving these counties, the District 5 Medical Examiner also currently serves District 24 (Seminole County).

Recently, Lake County submitted a formal request to be reassigned from District 5 to District 24. Given your role as a stakeholder in District 5, Marion County respectfully requests your written opinion on the proposed reassignment of Lake County to District 24 and what impact it may have on your operation.

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Should you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,

Mounir Bouyounes
County Administrator
Marion County Administration
352-438-2300
Mounir.bouyounes@marionfl.org



Marion County Board of County Commissioners

Administration

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

June 9, 2025

William 'Billy' Woods
Sheriff
Marion County Sheriff's Office
PO Box 187
Ocala, FL 34478

Re: Request for Input – Lake County's Proposed Reassignment from Medical Examiner District 5 to District 24

Dear Sheriff Woods,

As you may be aware, Marion County is a member of the District 5 Medical Examiner Commission, along with Hernando, Lake, Citrus, and Sumter Counties. In addition to serving these counties, the District 5 Medical Examiner also currently serves District 24 (Seminole County).

Recently, Lake County submitted a formal request to be reassigned from District 5 to District 24. Given your role as a stakeholder in District 5, Marion County respectfully requests your written opinion on the proposed reassignment of Lake County to District 24 and what impact it may have on your operation.

Your feedback will be shared with the Medical Examiner Committee during the upcoming meeting scheduled for June 19, 2025. We kindly ask that you provide your written response no later than June 13, 2025, to ensure adequate time for review and inclusion in the meeting materials.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,

Mounir Bouyounes
County Administrator
Marion County Administration
352-438-2300

Mounir.bouyounes@marionfl.org



WILLIAM M. GLADSON
STATE ATTORNEY
FIFTH JUDICIAL CIRCUIT OF FLORIDA
CITRUS, HERNANDO, LAKE, MARION, AND SUMTER COUNTIES

June 10, 2025

Mounir Bouyounes
County Administrator
Marion County Administration
601 SE 25th Ave.
Ocala, FL 34471

Dear Mr. Bouyounes,

Thank you for your letter dated June 9, 2025. I appreciate the opportunity to provide input on this important question, as the operation of the ME's office directly impacts my office. As the State Attorney for the Fifth Judicial Circuit, my job, simply put, is to prosecute criminals. To do so, I need tools. At the top of the list is a well-run, efficient, and professional medical examiner's office. We are fortunate that under Dr. Wolf's leadership, that is exactly what we have now. Anything that jeopardizes the status quo is of great concern to me. To be candid, Dr. Wolf has assured me that her office would be capable of serving both districts should this change happen. However, I have not been provided any real specifics on the proposal.

It is my understanding that the primary motive of this proposed move is the cost of the new building. Too often, the immediate savings realized today, quickly turn into net losses tomorrow. While a judicious use of taxpayer funds is always warranted, short term savings often fail to consider the long term needs of a community. Additionally, the Fifth Circuit needs to attract medical professionals from around the country to serve the needs of our constituents. To do that, a top-notch facility is required, and I think our constituents would demand nothing less.

Finally, I attended some of the committee meetings on this project. The only county that I ever saw express any reservations was Seminole. Eventually, every county agreed to move forward as planned, so I don't really know how we got here. As for the site itself, I am very familiar with it because for nearly 20 years I lived across the street. I know firsthand that it is as close to being in the center of the Fifth Circuit as one can get, located at the intersection of US Highway 301 and CR 42, which dissect the circuit. Personally, I don't think a better spot exists.

In the end, it is up to the people of Lake County to decide how they spend their tax dollars. But as the State Attorney, with the limited information provided to me so far, I am unpersuaded that this move serves anyone involved. I am available if you have any questions.

Sincerely,

Bill Gladson



Telephone
(352) 742-4270

Felony Fax
(352) 742-4297

Administrative Fax
(352) 742-4350

LAW OFFICES OF
MICHAEL A. GRAVES
PUBLIC DEFENDER

Misd./Juv Fax
(352) 253-6030

June 13, 2025

Fifth Judicial Circuit of Florida
Marion • Lake • Hernando • Citrus • Sumter

Mounir Bouyounes
County Administrator
Marion County Administration
601 SE 25th Avenue
Ocala, FL 34471

Re: Medical Examiner Services

Dear Mr. Bouyounes,

Thank you for your letter dated June 9, 2025. I appreciate the opportunity to offer my perspective on this important matter, as the services provided by the Medical Examiner's Office directly support the work of the Public Defender's Office in the Fifth Judicial Circuit. A professional, consistent, and centrally located medical examiner is essential to ensuring that justice is served for all parties.

I fully support the points outlined in State Attorney Bill Gladson's June 10 letter and agree with his assessment of Dr. Barbara Wolf's leadership and the vital role her office plays. Like Mr. Gladson, I have full confidence in Dr. Wolf's ability to continue delivering excellent service, even with the proposed reassignment to District 24. My support is based on her proven professionalism and commitment to the circuit.

Moreover, I believe the selected location at the intersection of U.S. 301 and CR 42 is ideally situated. It offers a geographically central position for the five counties we serve and ensures equitable access for all stakeholders involved in the judicial process.

Should you need any additional input from my office, please don't hesitate to reach out.

Sincerely,

Michael A. Graves
Public Defender, Fifth Circuit

MARION COUNTY



SHERIFF'S OFFICE

June 17, 2025

The Honorable Mounir Bouyounes
County Administrator
Marion County Administration
601 SE 25th Ave
Ocala, FL 34471

Dear Mr. Bouyounes,

Thank you for your letter dated June 9, 2025, regarding the proposed reassignment of Lake County from District 5 to District 24 for medical examiner services. I appreciate the opportunity to weigh in on a matter that will directly affect public safety and the criminal justice system within our region.

As the Sheriff of Marion County, my responsibilities are deeply intertwined with the operations of the Medical Examiner's Office. A timely, professional, and consistent forensic response is critical to the integrity of death investigations, criminal prosecutions, and, ultimately, justice for victims and their families. Under the leadership of Dr. Wolf, the District 5 Medical Examiner's Office has proven to be reliable, efficient, and of the highest professional standard. Any action that could potentially compromise that level of service must be approached with caution.

While I understand from Dr. Wolf that her office would be capable of serving both districts, I have not received sufficient detail about the proposed transition or its operational implications. From what I do understand, cost concerns related to the construction of the new facility are a primary motivator behind the proposal. While I fully support fiscal responsibility, decisions that appear financially sound in the short term can often result in higher long-term costs, especially when critical infrastructure and service continuity are at stake.

Moreover, the ability to attract and retain top-tier forensic professionals is vital to maintaining the quality of service my citizens expect. A state-of-the-art, purpose-built facility is not just a symbol of commitment to public service, it is a necessity for competing nationally for qualified personnel.

Billy Woods, Sheriff

MARION COUNTY



SHERIFF'S OFFICE

I also share the State Attorney's concern regarding the process. To my knowledge, every county in the district, with the exception of Seminole at one point, supported the original plan to move forward. I was briefed on this project and was under the impression there was broad consensus. The selected site is strategically located and highly accessible, and in my opinion, represents the best possible choice for serving the needs of all counties within the Fifth Circuit.

I wish to make something abundantly clear, all of this was brought to my attention only within the last few months and what appears to be the 11th hour. This alone brings enormous "Red Flags" to my attention considering alongside with Dr. Wolf, the MAJOR stakeholders within the Fifth Judicial Circuit to include all of the Law Enforcement CEO's (Sheriffs and Chiefs), the State Attorney's Office, and the Public Defender's Office should have been brought together before this point to have a discussion and to look into whether or not this would be a good move and not just any one county official or any single county major stakeholder. Such a move does and will have a direct impact upon us.

In closing, I respect Lake County's right to determine how to best manage its resources. However, based on the information available to me at this time, I am not in support of the proposal to separate Lake County from District 5. I believe such a move risks undermining the strength and continuity of a system that has served us well.

Sincerely and respectfully,

Sheriff Billy Woods

Billy Woods, Sheriff



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19489

Agenda Date: 7/1/2025

Agenda No.: 14.1.2.

SUBJECT:

Present Letters from Veterans Helping Veterans USA, Inc. Dated June 12, 2025 Regarding Request for Continuation of Funding in FY 2025-26 Budget

INITIATOR:

**Mounir Bouyounes, P.E., County
Administrator**

DEPARTMENT:

Administration

DESCRIPTION/BACKGROUND:

See attached.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

For information only.



WHERE EVERY DAY IS VETERANS DAY
VETERANS HELPING VETERANS USA

2730 East Silver Springs Boulevard #200

Ocala, Florida 34470

www.vhvusa.org 352-433-2320 info@vhvusa.org

June 12, 2025

RECEIVED

JUN 12 2025

MARION CO ADMIN.

Office of the County Administrator

601 SE 25th Avenue

Ocala, Florida 34471

✓ Attn: Administrator Mounir Bouyounes, P. E.

Dear Administrator Bouyounes,

There is a new day at Veterans Helping Veterans USA. While being grateful for the cornerstone laid by the founder of our organization, we are excited to announce a multi-layered expansion of services to better serve more Veterans and their families throughout Marion County and beyond. We will do so while working in close concert with the Marion County Director of Veterans Services, Ms. Daisy Diaz, and her staff.

To accommodate working Veterans, we have expanded our hours and days of operation. This includes being open Wednesdays until 7 pm and on Saturdays 9 am– 1 pm. As you are aware, our services include, but are not limited to, a case management corps offering financial assistance with rent, utilities and more; a supermarket-style food pantry to include non-perishable boxed foods and canned goods as well as frozen meats, poultry and fish; a computer lab to assist with employment searches; clothing items such as new t-shirts, socks, and underwear; personal and/or family counseling with licensed professionals with the Ocala Vet Center; budget and credit counseling; substance abuse counseling; free showers, free haircuts and hygiene products; a team of military chaplains offering spiritual guidance; referrals to the Veterans Administration; housing referrals to help avoid homelessness; home ownership through mortgage loan originators; legal assistance via the Marion County Veterans Treatment Court; Medicare/Medicaid assistance; end-of-life planning, to include services provided by the Marion County Memorial Honor Guard.

PASS THROUGH FUNDING REQUEST**VETERANS HELPING VETERANS USA**

A more recent expansion of services includes having the Vet Resource Center, the Marion County Veterans Council and Ocala Vet Center on deck, as well as a Veterans Administration -licensed massage therapist.

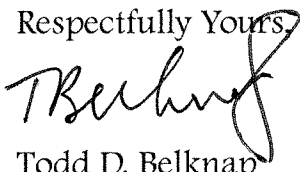
We have also hired our first full-time employee, Mr. Myles McConico, who enjoys a healthy rapport with contacts throughout the city of Ocala and Marion County. He is an Army Vet serving as our Director of Outreach who is already “connecting the dots” while making a difference as we pursue a Homeless Shelter & Day Center for our at risk Warriors.

Later this month, we will be finalizing plans of our Strategic Marketing Campaign, which will be launched throughout Marion County beginning July 2025 in an effort to raise \$400,000 in discretionary funds.

Based on the aforementioned, it is respectfully requested that the \$24,000 pass through funding granted last year by Marion County be continued for the 2025-26 budget year. In expectation of reduced CDBG funding this coming year, the pass through funding will be a great source of relief for many Veterans in Marion County.

Thank you, in advance, for any consideration given this request. If additional information is either desired or required, please do not hesitate to contact me and I shall furnish it without delay. In closing, please permit this letter to also serve as an open invitation to visit and tour Veterans Helping Veterans USA. We’re proud, in a humble way, of what we offer here and enjoy showing others. Our Name is our Mission.

Respectfully Yours,



Todd D. Belknap

Veterans Helping Veterans USA

Executive Director

352-342-1775 (cell phone)

cc: Marion County Board of County Commissioners

Director, Marion County Veterans Services

Chairman, Veterans Helping Veterans Board of Directors



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19501

Agenda Date: 7/1/2025

Agenda No.: 14.1.3.

SUBJECT:

**Present Letter from Aurora Oaks Community Development District Dated June 13, 2025
Regarding Proposed Budget FY 2026**

INITIATOR:

**Mounir Bouyounes, P. E., County
Administrator**

DEPARTMENT:

Administration

DESCRIPTION/BACKGROUND:

Marion County received the attached letter with the proposed budget from Aurora Oaks Community Development District.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

For information only.

**AURORA OAKS
COMMUNITY DEVELOPMENT DISTRICT**

District Office ♦ 2005 Pan Am Circle ♦ Suite 300 ♦ Tampa, Florida 33607 ♦ (813) 873-7300

June 13, 2025

Mr. Mounir Bouyounes
County Administrator
601 Southeast 25th Avenue
Ocala, FL 34471
mounir.bouyounes@marionfl.org

**Re: Aurora Oaks Community Development District
Proposed Fiscal Year 2026 Annual Operations Budget**

Dear Mr. Mounir Bouyounes,

Pursuant to Section 190.008 (2)(b) of the Florida Statutes, please find attached the Proposed Fiscal Year 2026 Operations Budget for Aurora Oaks Community Development District, as prepared by District Management. A Public Hearing on the proposed budget has been approved by the District's Board and is hereby set for August 14, 2025.

We request that a copy of the proposed budget be placed on the Marion County website for public viewing.

If you have any questions, feel free to contact me at kdattler@inframark.com.

Thank you,

Kelly Dattler
Administrative Assistant III

Enclosed: FY2026 Budget

Aurora Oaks

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2026

Approved FY2026 Proposed Operations Budget

Prepared by:



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OPERATING BUDGET

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2025-2024 Non-Ad Valorem Assessment Summary	5
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Aurora Oaks
Community Development District

Operating Budget
Fiscal Year 2026

**Summary of Revenues, Expenditures and Changes in Fund Balances
General Fund
Fiscal Year 2026 Budget**

<i>ACCOUNT DESCRIPTION</i>	ADOPTED BUDGET 2025	ACTUAL THRU 3/31/25	PROJECTED April- 9/30/2025	TOTAL PROJECTED 2025	% +/- Budget	ANNUAL BUDGET 2026
REVENUES						
Interest - Investments	\$ -	\$ -	\$ -	\$ -	0%	\$ -
Operations & Maintenance Assmts - On Roll	610,962	-	610,962	610,962	0%	610,962
Other Miscellaneous Revenues	-	-	-	-	0%	-
			-	-	0%	-
			-	-	0%	-
			-	-	0%	-
TOTAL REVENUES	\$ 610,962	\$ -	\$ 610,962	\$ 610,962		\$ 610,962
EXPENDITURES						
Financial and Administrative						
Supervisor Fees	\$ 9,600	\$ 600	\$ 9,000	\$ 9,600	0%	\$ 9,600
District Management	25,000	8,463	16,537	25,000	0%	25,000
Field Management	14,257	260	13,997	14,257	0%	14,257
Administration	-	-	-	-	0%	-
Recording Secretary	-	-	-	-	0%	-
Construction Accounting	-	-	-	-	0%	-
Financial/Revenue Collections	3,500	-	3,500	3,500	0%	3,500
Rental and Leases	-	-	-	-	0%	-
Data Storage	-	-	-	-	0%	-
Accounting Services	17,500	4,458	13,042	17,500	0%	17,500
Dissemination Agent/Reporting	2,500	-	2,500	2,500	0%	2,500
Website Admin Services	1,500	500	1,000	1,500	0%	1,500
District Engineer	12,500	-	12,500	12,500	0%	12,500
District Counsel	12,500	(8,476)	20,976	12,500	0%	12,500
Trustees Fees	4,000	-	4,000	4,000	0%	4,000
Auditing Services	5,200	-	5,200	5,200	0%	5,200
Postage, Phone, Faxes, Copies	150	7	143	150	0%	150
Mailings	-	-	-	-	0%	-
Legal Advertising	1,500	-	1,500	1,500	0%	1,500
Bank Fees	200	-	200	200	0%	200
Dues, Licenses & Fees	175	200	-	200	14%	175
Onsite Office Supplies	100	-	100	100	0%	100
Website ADA Compliance	1,800	-	1,800	1,800	0%	1,800
Disclosure Report	3,500	-	3,500	3,500	0%	3,500
Misc Admin	250	-	250	250	0%	250
Assessment Roll	5,000	-	5,000	5,000	0%	5,000
		-	-	-	0%	-
		-	-	-	0%	-
Total Financial and Administrative	\$ 120,732	\$ 6,012	\$ 114,745	\$ 120,757		\$ 120,732
Insurance						
General Liability	\$ 4,075	\$ -	\$ 4,075	\$ 4,075	0%	\$ 4,075
Public Officials Insurance	2,475	-	2,475	2,475	0%	2,475
Property & Casualty Insurance	28,215	5,000	23,215	28,215	0%	28,215
Deductible	-	-	-	-	0%	-

**Summary of Revenues, Expenditures and Changes in Fund Balances
General Fund
Fiscal Year 2026 Budget**

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/- Budget	ANNUAL
	BUDGET 2025	THRU 3/31/25	April- 9/30/2025	PROJECTED 2025		BUDGET 2026
		-	-	-	0%	-
		-	-	-	0%	-
		-	-	-	0%	-
Total Insurance	\$ 34,765	\$ 5,000	\$ 29,765	\$ 34,765		\$ 34,765
Utility Services						
Electric Utility Services	\$ 18,810	\$ -	\$ 18,810	\$ 18,810	0%	\$ 18,810
Street Lights	94,050	-	#####	#####	0%	94,050
Amenity Internet	1,129	-	1,129.0000	1,129.0000	0%	1,129
Water/Waste	12,540	-	12,540	12,540	-	12,540
Gas	-	-	-	-	0%	-
			-	-	0%	-
Total Utility Services	\$ 126,529	\$ -	\$ 126,529	\$ 126,529		\$ 126,529
Amenity						
Pool Monitor	\$ -	\$ -	\$ -	\$ -	0%	\$ -
Janitorial - Contract	9,405	-	9,405	9,405	0%	9,405
Janitorial - Supplies/Other	891	-	891	891	0%	891
Garbage Dumpster - Rental/Collection	6,270	-	6,270	6,270	0%	6,270
Amenity Pest Control	-	-	-	-	0%	-
Amenity R&M	12,540	-	12,540	12,540	0%	12,540
Amenity Camera R&M	-	-	-	-	0%	-
Amenity Furniture R&M	-	-	-	-	0%	-
Access Control R&M	2,376	-	2,376	2,376	0%	2,376
Key Card Distribution	-	-	-	-	0%	-
Dog Waste Station Service and Supplies	1,782	-	1,782	1,782	0%	1,782
Entrance Monuments, Gates, Walls R&M	6,270	-	6,270	6,270	0%	6,270
Sidewalk, Pavement, Signage R&M	7,524	-	7,524	7,524	0%	7,524
Pool Maintenance - Contract	14,257	-	14,257	14,257	0%	14,257
Pool Treatments & Other R&M	2,970	-	2,970	2,970	0%	2,970
Security Monitoring Services	-	-	-	-	0%	-
MISC	-	-	-	-	0%	-
Special Events	594	-	594	594	0%	594
Holiday Decorations	2,970	-	2,970	2,970	0%	2,970
Pool Permits	416	-	416	416	0%	416
Facility AC	1,188	-	1,188	1,188	0%	1,188
Playground Maintenance	2,508	-	2,508	2,508	0%	2,508
			-	-	0%	-
			-	-	0%	-
			-	-	0%	-
Total Amenity	\$ 71,961	\$ -	\$ 71,961	\$ 71,961		\$ 71,961
Landscape and Pond Maintenance						
Landscape Maintenance - Contract	\$ 172,425	\$ -	\$ 172,425	\$ 172,425	0%	\$ 172,425
Landscaping - R&M	6,270	-	6,270	6,270	0%	6,270
Landscaping - Mulch	12,445	-	12,445	12,445	0%	12,445

Summary of Revenues, Expenditures and Changes in Fund Balances
General Fund
Fiscal Year 2026 Budget

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/- Budget	ANNUAL
	BUDGET 2025	THRU 3/31/25	April- 9/30/2025	PROJECTED 2025		BUDGET 2026
Landscaping - Annuals	15,675	-	15,675	15,675	0%	15,675
Landscaping - Plant Replacement Program	18,810	-	18,810	18,810	0%	18,810
Irrigation Maintenance	9,405	-	9,405	9,405	0%	9,405
Aquatics - Contract	21,945	-	21,945	21,945	0%	21,945
Aquatics - Plant Replacement	-	-	-	-	0%	-
Waterway Management Program	-	-	-	-	0%	-
Debris Cleanup	-	-	-	-	0%	-
Wildlife Control	-	-	-	-	0%	-
			-	-	0%	-
			-	-	0%	-
			-	-	0%	-
Total Landscape and Pond Maintenance	\$ 256,975	\$ -	\$ 256,975	\$ 256,975		\$ 256,975
TOTAL EXPENDITURES	\$ 610,962	\$ 11,012	\$ 599,975	\$ 610,987		\$ 610,962
Excess (deficiency) of revenues	\$ -	\$ (11,012)	\$ 10,987	\$ (25)		\$ -
Net change in fund balance	\$ -	\$ (11,012)	\$ 10,987	\$ (25)		\$ -
FUND BALANCE, BEGINNING (10/1/24)	\$ 7,062	\$ 7,062	\$ (3,950)	\$ 7,062		\$ 7,037
FUND BALANCE, ENDING	\$ 7,062	\$ (3,950)	\$ 7,037	\$ 7,037		\$ 7,037

**Aurora Oaks
Community Development District**

Exhibit "A"

Allocation of Fund Balances

RESERVE Fund ANALYSIS

Beginning Fund Balance	\$ 7,062
Less: Forecasted Surplus/(Deficit)	(25)

Estimated Funds Available	7,037
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RESERVE FUND ANALYSIS

Beginning Fund Balance	\$ 7,037
Less: First Quarter Operating Reserve	(152,741) ⁽¹⁾
Less: Designated Reserves for Capital Projects	
Less: Forecasted Surplus/(Deficit)	-

Estimated Remaining Undesignated Cash	(145,704)
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Notes

(1) Represents approximately 3 months of operating expenditures

Budget Narrative
Fiscal Year 2026

REVENUES

Interest-Investments

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions

The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues

Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

Onsite Staff

The district may incur expenses for employees or other staff members needed for recreational facilities such as clubhouse staff.

District Management

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Field Management

The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Administration

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

Budget Narrative
Fiscal Year 2026

EXPENDITURES

Financial and Administrative (continued)

Recording Secretary

Inframark provides recording services with near verbatim minutes.

Construction Accounting

Accounting services as described within the Accounting Services but specifically regarding construction.

Financial/Revenue Collections

Service includes all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Rentals and Leases

The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Data Storage

Cost of server maintenance and technical support for CDD related IT needs.

Accounting Services

Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Dissemination Agent/Reporting

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Website Administration Services

The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

District Engineer

The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Budget Narrative
Fiscal Year 2026

EXPENDITURES

Financial and Administrative (continued)

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Mailings

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Professional Services – Arbitrage Rebate

The District is required to annually calculate the arbitrage rebate liability on its Series 2013A and 2020 bonds.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Bank Fees

This represents the cost of bank charges and other related expenses that are incurred during the year.

Dues, Licenses and Fees

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Onsite Office Supplies

This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Website ADA Compliance

Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Disclosure Report

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Annual Stormwater Report

Cost to produce annual report on CDD stormwater infrastructure.

Miscellaneous Administrative

All other administrative costs not otherwise specified above.

Budget Narrative
Fiscal Year 2026

EXPENDITURES

Insurance

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance

The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Property & Casualty Insurance

The District will incur fees to insure items owned by the district for its property needs.

Deductible

District's share of expenses for insured property when a claim is filed.

EXPENDITURES

Utility Services

Electric Utility Services

Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Streetlights

Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Lighting Replacement

Cost of replacing defective lights and bulbs in CDD facilities.

Decorative Light Maintenance

Cost of replacement and repair of decorative lighting fixtures.

Amenity Internet

Internet service for clubhouse and other amenity locations.

Water/Waste

The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Gas

Cost of natural gas for CDD facilities. Regular fuel costs (automobile etc.)

Facility A/C & Heating R&M

Cost of repairs and regular maintenance of Air Conditioning and central heating of CDD facilities.

Utilities – Other

Utility expenses not otherwise specified in above categories.

Budget Narrative
Fiscal Year 2026

EXPENDITURES

Amenity

Pool Monitor

Cost of staff members to facilitate pool safety services.

Janitorial – Contract

Cost of janitorial labor for CDD Facilities.

Janitorial Supplies/Other

Cost of janitorial supplies for CDD Facilities.

Garbage Dumpster – Rental and Collection

Cost of dumpster rental and trash collection at CDD facilities.

Amenity Pest Control

Cost of exterminator and pesticides at CDD amenities and facilities.

Amenity R&M

Cost of repairs and regular maintenance of CDD amenities.

Amenity Furniture R&M

Cost of repairs and maintenance to amenity furniture.

Access Control R&M

Cost of repairs and maintenance to electronic locks, gates, and other security fixtures.

Key Card Distribution

Cost of providing keycards to residents to access CDD Facilities.

Recreation/Park Facility Maintenance

Cost of upkeep and repairs to all parks and recreation facilities in the CDD

Athletic Courts and Field Maintenance

Cost of upkeep and repairs for athletic fields and courts (ex. Basketball Courts) on CDD property.

Park Restroom Maintenance

Upkeep and cleaning of park restrooms on CDD property.

Playground Equipment and Maintenance

Cost of acquisition and upkeep of playground equipment for CDD parks.

Clubhouse Office Supplies

Cost of supplies for clubhouse clerical duties (pens, paper, ink, etc.)

Clubhouse IT Support

Cost of IT services and for clubhouse operational needs.

Dog Waste Station Service & Supplies

Cost of cleaning and resupplying dog waste stations.

Budget Narrative
Fiscal Year 2026

EXPENDITURES

Amenity (Continued)

Entrance Monuments, Gates, Walls R&M

Cost of repairs and regular maintenance for entryways, walls, and gates.

Sidewalk, Pavement, Signage R&M

Cost of repairs and regular maintenance to sidewalks, pavements, and signs.

Trail/Bike Path Maintenance

Cost of upkeep to bike paths and trails on CDD property.

Boardwalk and Bridge Maintenance

Cost of upkeep for boardwalks and bridges on CDD property.

Pool and Spa Permits

Cost of permits required for CDD pool and spa operation as required by law.

Pool Maintenance – Contract

Cost of Maintenance for CDD pool facilities.

Pool Treatments & Other R&M

Cost of chemical pool treatments and similar such maintenance.

Security Monitoring Services

Cost of CDD security personnel and equipment.

Special Events

Cost of holiday celebrations and events hosted on CDD property.

Community Activities

Cost of recreational events hosted on CDD property.

Holiday Decorations

Cost of decorations for major holidays (i.e., Christmas)

Miscellaneous Amenity

Amenity Expenses not otherwise specified.

EXPENDITURES

Landscape and Pond Maintenance

R&M – Stormwater System

Cost of repairs and regular maintenance to the CDD's stormwater and drainage infrastructure.

Landscape Maintenance - Contract

Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Landscaping - R&M

Cost of repairs and regular maintenance to landscaping equipment.

Budget Narrative
Fiscal Year 2026

EXPENDITURES

Landscape and Pond Maintenance (Continued)

Landscaping – Plant Replacement Program

Cost of replacing dead or damaged plants throughout the district.

Irrigation Maintenance

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Aquatics – Contract

Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Wetlands Maintenance and Monitoring

Cost of upkeep and protection of wetlands on CDD property.

Aquatics – Plant Replacement

The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

Waterway Management Program

Cost of maintaining waterways and rivers on district property.

Debris Cleanup

Cost of cleaning up debris on district property.

Wildlife Control

Management of wildlife on district property.

EXPENDITURES

Contingency/Reserves

Contingency

Funds set aside for projects, as determined by the district's board.

Capital Improvements

Funding of major projects and building improvements to CDD property.

R&M Other Reserves

The board may set aside monetary reserves for necessary for maintenance projects as needed.

Aurora Oaks

Community Development District

Supporting Budget Schedules

Fiscal Year 2026

Assessment Summary
Fiscal Year 2026 vs. Fiscal Year 2025

ASSESSMENT ALLOCATION											
Assessment Area One											
Product	Units	General Fund						Total Assessments per Unit			
		2026	2025	Dollar Change	2026	2025	Dollar Change	2026	2025	Dollar Change	Percent Change
Townhome	544	\$ 1,001.74	\$ 1,001.74	\$ -	\$ -	\$ -	\$ -	\$ 1,001.74	\$ 1,001.74	\$ -	0%
SF 40'	46	\$ 1,138.34	\$ 1,138.34	\$ -	\$ -	\$ -	\$ -	\$ 1,138.34	\$ 1,138.34	\$ -	0%
SF 50'	37	\$ 1,422.93	\$ 1,422.93	\$ -	\$ -	\$ -	\$ -	\$ 1,422.93	\$ 1,422.93	\$ -	0%
	627										

ASSESSMENT INCREASE ANALYSIS				
Product		Assessment Increase		\$ -
		Per Product	Per Unit O&M % Increase	Per Unit O&M \$ Increase
Townhome		\$ -	0%	\$ -
SF 40'		\$ -	0%	\$ -
SF 50'		\$ -	0%	\$ -
Total		\$ -		tion costs included

ASSESSMENT TREND ANALYSIS - GENERAL FUND					
FY2025	FY2024	FY2023	FY2022	FY2021	
\$ 1,001.74	\$ 1,001.74	\$ -	\$ -	\$ -	
\$ 1,138.34	\$ 1,138.34	\$ -	\$ -	\$ -	
\$ 1,422.93	\$ 1,422.93	\$ -	\$ -	\$ -	

\$ 649,959.57	Total Gross Tax Collector Assessment Revenue
	Fund Balance
\$ 649,959.57	Total Gross Levy

On-Roll	
GF Assessments	DS Assessments
\$544,947.45	\$0.00
\$52,363.77	\$0.00
\$52,648.35	\$0.00
\$649,959.57	\$0.00

\$610,962.00

Assessment Methodology					
Product	Units	EAU	Total EAU	Total Gross O&M	O&M Per unit
Townhome	544	0.88	478.72	\$ 544,947.45	\$ 1,001.74
SF 40'	46	1.00	46.00	\$ 52,363.77	\$ 1,138.34
SF 50'	37	1.25	46.25	\$ 52,648.35	\$ 1,422.93
	627	3.13	571	\$ 649,959.57	\$ 3,563.01

On-Roll Assessments				Off-Roll Assessments	
	Units	O&M	DS		
Townhome	544	\$ 544,947.45	\$ -		
SF 40'	46	\$ 52,363.77	\$ -		
SF 50'	37	\$ 52,648.35	\$ -		
	Total	\$ 649,959.57	\$ -	Gross	
		\$ 610,962.00	\$ -	Net	



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19558

Agenda Date: 7/1/2025

Agenda No.: 14.1.4.

SUBJECT:

Present Monthly Building Safety Productivity Report for the Month of May 2025

INITIATOR:

Michael L. Savage, Sr., Director

DEPARTMENT:

Building Safety

DESCRIPTION/BACKGROUND:

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

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

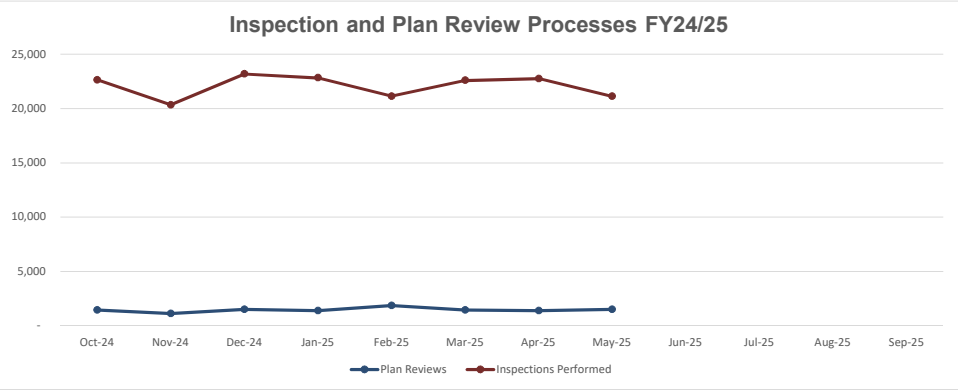
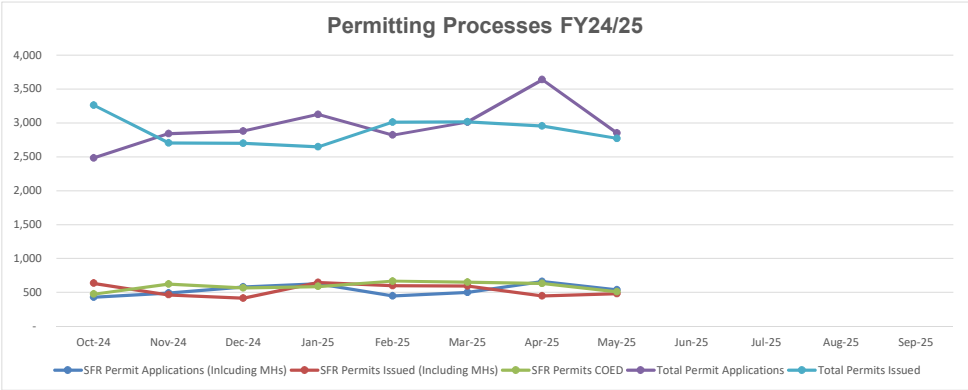
For information purposes only.

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					4,273
SFR Permits Issued (Including MHs)	635	465	414	647	599	596	449	483					4,288
SFR Permits COED	474	622	567	588	667	650	632	510					4,710
Total Permit Applications	2,485	2,843	2,882	3,128	2,822	3,012	3,639	2,851					23,662
Total Permits Issued	3,262	2,705	2,701	2,647	3,012	3,019	2,956	2,773					23,075
Plan Reviews	1,447	1,134	1,518	1,394	1,866	1,463	1,396	1,512					11,730
Inspections Performed	22,652	20,351	23,187	22,835	21,134	22,599	22,768	21,124					176,650
Advanced Property Searched	731	606	720	930	766	822	891	729					6,195
Customers Served In Office	1,977	1,701	1,624	2,016	1,918	1,921	1,849	1,982					14,988
Total Revenue **	\$ 1,017,730	\$ 813,293	\$ 549,251	\$ 847,833	\$ 809,052	\$ 983,814	\$ 922,355	\$ 943,527					\$ 6,886,856

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.: 2025-19541

Agenda Date: 7/1/2025

Agenda No.: 14.1.5.

SUBJECT:

Present the Approved Marion County State Housing Initiatives Partnership Local Housing Assistance Plan 2025-26, 2026-27 and 2027-28

INITIATOR:

Cheryl Butler, Director

DEPARTMENT:

Community Services

DESCRIPTION/BACKGROUND:

On April 15, 2025, the Board of County Commissioners (BCC) approved the Fiscal Years 2025-26, 2026-27 and 2027-28 Local Housing Assistance Plan (LHAP). The LHAP outlines Marion County's strategies for using State Housing Initiatives Partnership (SHIP) program funds to support and strengthen affordable housing efforts in the community.

As required every three years, the LHAP was submitted to the Florida Housing Finance Corporation (FHFC) for formal review. FHFC completed a staff-level review on April 29, 2025, followed by a Final Committee Review on June 4, 2025. Minor revisions were requested, and the updated LHAP was resubmitted and approved by FHFC on June 11, 2025. All revisions were reviewed and approved by the County Attorney's office. No changes were made to the assistance amounts or to any of the proposed strategies. This final approved LHAP replaces the LHAP presented to the BCC on April 15, 2025.

The approved LHAP is available to the public on the FHFC website.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

For information only.



LEGAL REQUEST MEMORANDUM (LRM)

RECEIVED
JUN 17 2025
COMMUNITY SERVICES

From: (Name) Urie Helen (Dept) Community Services - 5340
Last First
(Title) Housing Grant Manager (Phone) 352-671-8781
Signature Helen Urie Date Tuesday, June 17, 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. 2025-298
☒ Approve as to Form ☐ Other

Description of Request

Marion County's FY 2025-2028 Local Housing Assistance Plan (LHAP) was approved by the BCC on April 15, 2025. Florida Housing Finance Authority (FHFC) required changes before they would approve the LHAP as written. Changes were made and submitted to FHFC. FHFC accepted the changes and approved the LHAP on June 11, 2025.

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No

Agenda Deadline Date for **Legal**: Monday, June 23 Agenda Deadline Date for **Admin**: Thursday, July 3 Agenda Date: Tuesday, July 15

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. 2025-298 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:

Date Received:

Approve as to form.

RECEIVED

By Marion County Attorney- AT at 8:14 am, Jun 17, 2025

Attorney Signature: Thomas Schwartz Date 6/17/25

Staff Signature: Ashlyn Luck 6/17/25 Returned: ☒ Department ☐ Admin ☐ Completed

Marion County



SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2025-2026, 2026-2027, 2027-2028

Adopted by Resolution 25-R-133

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I. Program Details:

A. LG(s)

Name of Local Government	Marion County
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2025-2026, 2026-2027, 2027-2028

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

1. Persons with Special Needs as defined in Section 420.0004(13), FS:
 - a. Emergency (no water, septic backing up, etc.)
 - b. Extremely low income – 30%
 - c. Very low income – 50%
 - d. Low income – 80%
 - e. Moderate income – 140%
2. Essential Service Personnel as defined in **Section I, T** of this plan:
 - a. Emergency (no water, septic backing up, etc.)
 - b. Extremely low income – 30%
 - c. Very low income – 50%
 - d. Low income – 80%
 - e. Moderate income – 140%
3. Low to moderate households as defined in Section I, M of this plan:
 - a. Emergency (no water, septic backing up, etc.)
4. After serving special needs households as established in **Section I, V** of this plan and qualified essential service personnel, applicants will be served on a first-qualified, first-served basis with priority given to very low, then low, and then moderate-income groups.

- J. Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling:** Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above. Marion County has established a monthly payment calculator to determine affordability for households.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual



household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	Marion County	10%
Third Party Entity/Sub-recipient	N/A	

- R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while*



married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

- S. Project Delivery Costs:** Project delivery costs will not exceed 5% per property. These project delivery costs will be performed by non-profit housing staff may include underwriting services, title searches, credit reporting, appraisals, recording fees and document stamps, surveys, termite inspection, initial inspection/review, work write-ups, cost estimates, construction inspections and oversight, case management oversight until construction completed. These project delivery costs are actual amount of services and deliverables when used with Strategy B.
- T. Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel, members of the United States Armed Forces to include active, reserve, honorably retired or separated from service.
- U. Describe efforts to incorporate Green Building and Energy Saving products and processes:** Reduction of client's long-term costs relating to maintenance, utilities or insurance: Green building techniques including Energy Star equipment (when practical and affordable), HVAC duct sealing and added insulation are included in the Marion County Community Services Rehabilitation Standards Manual. Energy and water conservation and appropriate fertilizer and pesticide use are part of County homeownership class instruction. The assessment of existing septic systems and wells to improve their efficiency and provide benefits to health and welfare is a part of the Homeowner Rehabilitation Program. In addition, rehabilitation activities include an assessment and repair/replacement as warranted, of items required to maintain affordable homeowner's insurance.
- V. Describe efforts to meet the 20% Special Needs set-aside:** Targeted marketing of the SHIP strategies, with an emphasis on the rehabilitation program for ADA and accessibility home modifications, will be done through:
- Brochures
 - Public awareness campaigns to agencies serving this population
 - Public information releases
 - Advertisement through participation in local community events
- W. Describe efforts to reduce homelessness:** Marion County staff actively participates in the Marion County Joint Office on Homelessness and the Continuum of Care to maintain awareness of community needs and initiatives. Two new SHIP strategies will directly address this need by providing rent and utility assistance to: 1) move the working poor out of motels and into permanent rental units and 2) help prevent those currently in rental units, but facing eviction, to remain stably housed.



Section II. LHAP Strategies:

A. Purchase Assistance with or without Rehabilitation - Community Land Trust	Code 1, 2
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a. Summary: The Marion County Purchase Assistance Program is designed to assist homebuyers with the purchase of a new or existing single-family home that are affixed to land owned by a community land trust (CLT). Funding may be used for down payment, closing costs, principal buy-down and repairs as needed for affordable homeownership. An eligible home is defined as an existing single-family home, to include modular, or a manufactured home built after June 1994. SHIP funds may be used in conjunction with a first mortgage loan obtained from a participating lender, or Florida Housing Finance Corporation's Bond Program.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low, moderate, and households up to 140% AMI

d. Maximum award: Very Low and low: \$100,000
 Moderate and up to 140% AMI: \$75,000

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred Payment loan secured by a mortgage and note that is assumable by an income-eligible purchaser. The terms of the mortgage and note shall allow subsequent purchaser to assume the loan with approval of the CLT. Please see Exhibit F for additional instructions and information for CLT purchases. The security interest provided in the recorded mortgage and note shall be solely on the home and improvements, not the underlying land.
2. Interest Rate: 0%
3. Years in loan term:

Amount of Assistance	Lien Period
Up to \$75,000	20 Years
Over \$75,000	30 Years

4. Forgiveness: The mortgage loan will be forgiven at the end of the lien period, if all the conditions have been met. Provided the home continues to be occupied by an income eligible household, the SHIP monies will not be subject to recapture upon resale.
5. Repayment: None due as long as the loan is in good standing.
6. Default: The failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership. In the event of default on the first mortgage or the terms of the ground lease, when applicable, the CLT must notify the County whether it intends to exercise its right of repurchase. In the event the CLT is not willing or able to exercise its right of repurchase, the CLT shall transfer its right of repurchase to the County, giving the County the right, but not the obligation to purchase the property or foreclosure.

However, repayment of the loan is required in full when one of the following conditions is met unless otherwise noted, whichever occurs first:

- a. Title transfer. Refer to Exhibit F. Either voluntarily or by operation of law, including death of the surviving mortgage holder or foreclosure. In the event of foreclosure, Marion County Community Services shall have the right of first refusal.



- b. Refinance to access equity. Prohibited. However, a refinance of the first mortgage may be approved and the County may subordinate its mortgage if the request is submitted in writing, the refinance is at a lower fixed rate with no cash out, and refinanced closing costs do not increase the loan balance beyond the original loan amount. The homeowner must also follow the provisions of the ground lease with the CLT, when applicable.
 - c. Homeowner no longer resides in the home. The CLT and/or County, as established in the ground lease, reserves the right to foreclose if the home is not owner-occupied by an income-eligible homeowner.
 - d. Death of homeowner. In a case where the assisted homeowner dies during the loan term, the loan may be assumed by a income-eligible heir who will occupy the home as their primary residence. If the legal heir is not income-eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
- f. Recipient/Tenant Selection Criteria: An applicant may submit a completed SHIP Application to Marion County Community Services for a determination of income eligibility at any time. Applicants are required to provide all documentation requested for income, eligibility, and qualification determination.
 - 1. In the event there are more applications than can be assisted due to lack of funding, the applications will be processed as established by **Section I, I** of this plan as funds become available.
 - 2. The household assisted must be able to obtain first mortgage loan financing from a participating lender.
 - 3. Applicants that meet income and eligibility guidelines will be required to complete a County approved, HUD certified Homebuyer Education class, including a CLT specific component and/or session that requires CLT buyer to demonstrate and attest to a clear understanding of the terms of community land trust homeownership.
 - 4. Applicants must be a current Florida resident for a minimum of two (2) years.
 - 5. Applicants that qualify for SHIP assistance will be required to abide by all SHIP program guidelines, Marion County SHIP mortgage requirements, repayment provisions, and certify that the unit assisted will be their primary residence.
 - 6. When a Housing Choice Voucher Program Section 8 is used, the front-end ratio must be between 67% (2/3 of income) to 70% when calculating the maximum sales price and PITI.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
 - 1. Units assisted must be located within Marion County, but outside the city limits of Ocala.
 - 2. Applicants cannot have an ownership interest in a principal residence.
 - 3. Applicants are not eligible to apply for any additional SHIP Assistance Strategy, except Disaster Relief, for a period of 5 years from closing.
 - 4. First mortgage must be at a fixed rate; no ARMs, prepayment penalty, negative amortization, balloon loan, or owner financing are allowed.

B. Owner Occupied Rehabilitation/Demolition-Reconstruction

Code 3, 4

a. Summary: This program is designed to assist eligible homeowners with needed repairs, alterations, mitigation, and/or additions to improve their health, safety, and well-being or contribute to the structural integrity, long-term affordability, and preservation of their owner-occupied home. The home must be suitable for rehabilitation. If rehabilitation will exceed maximum award or when a homeowner experiences a “sudden catastrophic damage”, the homeowner may be eligible for reconstruction. Reconstruction will only be considered for eligible for owner who will participate in voluntary relocation. Relocation cost will be the responsibility of the homeowner.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: extremely low, very low, low, and moderate

d. Maximum award:

\$75,000 for rehabilitation of Site Built, Modular Homes, and Manufactured Housing

\$250,000.00 for reconstruction of site built or modular. If there is an existing mortgage, it will be paid off from the maximum award.

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred Payment loan secured by a mortgage and note outlined below.
2. Interest Rate: 0%
3. Years in loan term:

Amount of Assistance	Lien Period
Up to \$10,000	5 Years
Over \$10,000 - \$75,000	15 Years
Over \$75,000 - \$ 250,000	30 Years

4. Forgiveness:

- a. 5 year term forgiven at 20% per year, 15 year term forgiven at 20% per year beginning in year 11, 30 year term forgiven at 20% per year beginning in year 25.

5. Repayment:

- a. None required as long as the loan is in good standing for loans up to \$75,000.
- b. Demolition-Reconstruction loans, monthly payment options will be one of the following as determined by the Board of County Commissioners:

Option #1 - Monthly principal payment on 50% of loan amount over the lien period, to include escrow of taxes and insurance. Taxes and insurance will be recalculated annually.

Option #2 - Monthly principal payments on 50% of loan over a lien period based on 30% of annual gross income to include taxes and insurance. Taxes and insurance will be recalculated annually.

Option #3 - No monthly principal payments due over the lien period, only monthly escrow payment of taxes and insurance, recalculated annually.



6. Default: Repayment of the outstanding balance of the loan is required when one of the following conditions is met, whichever occurs first:
 - a. Sale. If proceeds are not sufficient to pay off the first mortgage note, then the client may petition the Marion County Community Services Department for an optional payment plan or the County may consider accepting an amount less than the outstanding balance as part of a short sale.
 - b. Title transfer. Either voluntarily or by operation of law, including death of the surviving mortgage holder or foreclosure. In the event of foreclosure, Marion County Community Services has the first right of refusal.
 - c. Refinance to access equity. Prohibited. However, a refinance of the first mortgage may be approved and the county subordinate its mortgage if the request is submitted in writing, the refinance is at a lower fixed rate with no cash out, and refinanced closing costs do not increase the loan balance beyond the original loan amount.
 - d. Homeowner no longer resides in the home. The County reserves the right to foreclose if payment is not received as noted above.
 - e. Death of the homeowner. In a case where the assisted homeowner dies during the loan term, the loan may be assumed by an income eligible heir or applicant who will occupy the home as their primary residence. If the home is not occupied by an eligible heir or applicant, the outstanding balance of the loan will be due and payable.
- f. Recipient Selection Criteria: An applicant may submit a completed SHIP Application to Marion County Community Services for a determination of income eligibility at any time. Applicants are required to provide all documentation requested for income, eligibility, and qualification determination.
 1. In the event there are more applications than can be assisted due to lack of funding, the applications will be processed as established by Section I, I of this plan when funding becomes available.
 2. Persons that qualify for SHIP assistance will be required to contractually agree to all SHIP program guidelines, Marion County SHIP mortgage requirements, repayment provisions, and certify that the unit assisted will be their primary residence.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
 1. Units assisted must be located within Marion County, but outside the city limits of Ocala.
 2. The home must be homesteaded and owner-occupied as the primary residence for a minimum of 12 months prior to application. Eligible forms of ownership may be:
 - a. Fee simple title
 - b. An equivalent form of ownership approved by HUD
 3. Loans for assistance may include costs related to all eligible repairs, such as testing, inspections, engineering, permit fees, abatement, and pest control.

C. New Construction – Home Ownership

Code 10

- a. Summary: One of Marion County's priorities is to increase affordable housing within the county. This strategy is designed to incentivize the development and construction of affordable housing units for sale to SHIP eligible homebuyers.

Marion County will assist community land trusts and other Sponsors working with community land trusts with the acquisition, infrastructure, and construction costs associated with producing affordable, residential, owner occupied housing for SHIP eligible home buyers.

- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low, low, moderate, and households up to 140% AMI
- d. Maximum award: up to \$100,000 (Homebuyer) up to \$250,000 (Developer).

e. Terms:

1. Repayment loan/deferred loan/grant:

Developer: A deferred payment construction lien will be placed on the property during construction and released upon sale of the home to an eligible SHIP applicant.

Homebuyer: A deferred payment loan secured by a mortgage and note that is assumable by an income-eligible purchaser. The terms of the mortgage and note shall allow subsequent purchasers to assume the loan with approval by the CLT. Please see Exhibit F for additional instructions and information for CLT purchases. The security interest provided in the recorded mortgage and note shall be solely on the home, improvements, and leasehold estate, not the underlying land.

2. Interest Rate: 0% Homebuyer, 1% Developer

3. Years in loan term:

Developer: not to exceed 24 months

Homebuyer:

Amount of Assistance	Lien Period
Up to \$75,000	20 Years
Over \$75,000	30 Years

4. Forgiveness:

Developer: N/A

Homebuyer: The mortgage loan will be forgiven at the end of the 20 or 30 year period, if all conditions have been met. Provided the home continues to be occupied by an income eligible household, the SHIP monies will not be subject to recapture upon resale.

5. Repayment:

Developer: Full Payment of the loan is due upon the earlier of:

- The end of the 24-month loan term; or
- if the home is sold to an ineligible buyer

Homebuyer: None required as long as the loan is in good standing.

6. Default:

Developer:

The loan becomes due and payable at the end of the 24-month loan term if the home is not sold or is sold to an ineligible buyer.

Homebuyer: The failure to make required payments on a loan secured by a first mortgage which leads



to foreclosure and/or loss of property ownership shall constitute an event of default. In the event of default on the first mortgage or the terms of the ground lease, when applicable, the CLT must notify the County whether it intends to exercise its right of repurchase. In the event the CLT is not willing or able to exercise its right of repurchase, the CLT shall transfer its right of repurchase to the County giving the County the right, but not the obligation to purchase the property or foreclosure.

Homebuyer:

1. Title Transfer. Refer to Exhibit F. Either voluntarily or by operation of law, including death of the surviving mortgage holder or foreclosure. In the event of foreclosure, Marion County Community Services shall have the right of first refusal.
2. Refinance to access equity. Prohibited. However, a refinance of the first mortgage may be approved and the County will subordinate its mortgage if the request is submitted in writing, the refinance is at a lower fixed rate with no cash out, and the refinanced closing costs do not increase the loan balance beyond the original loan amount. The homeowner must also follow the provisions of the ground lease with the CLT, when applicable.
3. Homeowner no longer resides in the home. The CLT and/or County, as established in the ground lease, reserves the right to foreclose if the home is not owner-occupied by an income-eligible homeowner.
4. Death of the homeowner. In a case where the assisted homeowner dies during the loan term, the loan may be assumed by an income eligible heir or applicant who will occupy the home as their primary residence. If the home is not occupied by an eligible heir or applicant, the outstanding balance of the loan will be due and payable.

f. Recipient/Tenant Selection Criteria: An applicant may submit a completed SHIP application to Marion County Community Services for a determination of income eligibility at any time. Applicants are required to provide all documentation requested for income, eligibility, and qualification determination.

1. In the event there are more applications than can be assisted due to lack of funding, the applications will be processed as established by **Section I, I** of this plan.
2. The household assisted must be able to obtain a mortgage from a participating lender.
3. Applicants that meet income and eligibility guidelines will be required to complete a County Approved, HUD certified Homebuyer Education class including a CLT specific component and/or session that requires CLT buyers to demonstrate and attest to a clear understanding of the terms of community land trust homeownership.
4. Applicants must be a Florida resident for a minimum of two (2) years.
5. Applicants that qualify for SHIP assistance will be required to abide by all SHIP program guidelines, Marion County SHIP mortgage requirements, repayment provisions, and certify that the unit assisted will be their primary residence.

g. Sponsor Selection Criteria: Applications will be received through Marion County Procurement Requests for Proposal process, from non-profit and for-profit organizations. Information should include, but is not limited to, unit price, leveraging of funds, duration of project, project feasibility, number of clients to be served, client selection process, organizational experience, monitoring capabilities, and documentation procedures. This will be evaluated and awarded by a predetermined selection committee. In the event SHIP funding is used as leverage as match for a competitive housing grant, a selection committee will not be required. Additional points may be given in the application selection process to those eligible sponsors which employ personnel from the Welfare Transition Program or provide for persons with special housing needs.



h. Additional Information:

Homebuyer

1. Units assisted must be located within Marion County, but outside the city limits of Ocala.
2. Applicants cannot have an ownership interest in a principal residence.
3. Applicants are not eligible to apply for any additional SHIP Assistance Strategy, except Disaster Relief, for a period of 5 years from closing.
4. First mortgage must be at a fixed rate; no ARMs, prepayment penalty, negative amortization, balloon loan, owner financing, or other non-affordable loan terms are allowed.
5. When a Housing Choice Voucher Program Section 8 is used, the front-end ratio must be between 67% (2/3 of income) to 70% when calculating the maximum sales price and PITI.

D. Rental Assistance

Code 13, 26

- a. Summary: Rental Assistance to assist income eligible households who can pay on-going rent and utilities, but without the resources to pay first month's rent, last month's rent, and deposits and/or utilities arrearages necessary to attain affordable rental housing. This strategy will also provide rental assistance to those that are homeless or are individuals fleeing domestic violence. Maximum assistance is six months to include: payment of first month's rent, last month's rent, and deposit, utilities and arrearages.
- Utility Assistance/Eviction prevention: to assist income eligible households faced with utility disconnection or eviction after receiving a disconnect notice or a 3-day eviction notice and without resources to bring the account current.
- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low
- d. Maximum award: \$15,000
- e. Terms:
1. Repayment loan/deferred loan/grant: Grant
 2. Interest Rate: 0%
 3. Years in loan term: N/A
 4. Forgiveness: N/A
 5. Repayment: N/A
 6. Default: N/A
- f. Recipient/Tenant Selection Criteria: Applications are processed on a first-qualified, first-served basis based on the funding priorities established by **Section I, I** of this plan.
- g. Sponsor Selection Criteria: Qualified non-profit organizations must be established under the laws of the State of Florida, and in receipt of a letter from the Internal Revenue Service indicating that the organization is recognized as tax exempt, pursuant to Section 501(c)(3) of the Internal Revenue Code. The organization must be established for the purpose of providing housing services, and it must have been operating in Marion County for a minimum of 24 months with paid staff and demonstrate professional capability and proficiency. Organizations must have internet capabilities at the time the selection of an organization to administer the SHIP program is made.
- h. Additional Information:
1. Moving and relocation costs are eligible.
 2. Must meet with a HUD certified Financial Counselor.
 3. Unit must meet HUD Housing Quality Standards (HQS)

E. Disaster Assistance

Code 5, 16

- a. Summary: The Disaster Assistance strategy provides funds to households following a disaster or emergency declared by the President of the United States or Governor of the State of Florida. SHIP disaster funds may be used for items such as, but not limited to:
- (a) purchase of emergency supplies for eligible households to weatherproof damaged homes;
 - (b) interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
 - (c) construction of wells or repair of existing wells where public water is not available;
 - (d) payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
 - (e) security deposit for eligible recipients that have been displaced from their homes due to disaster;
 - (f) rental and utility assistance for eligible applicants.
 - (g) mortgage and utility payment assistance for eligible applicants.
 - (h) Strategies included in the approved LHAP and approved by Florida Housing for disaster that benefit applicants directly affected under the Executive Order.
 - (i) other eligible activities as proposed to and approved by Florida Housing.
- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low, low, moderate, and households up to 140% AMI
- d. Maximum award: \$20,000
- e. Terms:
- 1. Repayment loan/deferred loan/grant: Grant
 - 2. Interest Rate: 0%
 - 3. Years in loan term: N/A
 - 4. Forgiveness: N/A
 - 5. Repayment: N/A
 - 6. Default: N/A
- f. Recipient/Tenant Selection Criteria: Applications are processed on a first-qualified, first-served basis based on the funding priorities established by **Section I, I** of this plan.
- 1. Applicants are required to provide all documentation requested for income and eligibility determination.
 - 2. The unit assisted must be owner-occupied and homesteaded as the primary resident or be the current leaseholder for the unit rented.
- g. Sponsor/Sub-recipient Selection Criteria: Qualified non-profit organizations or Local Government, must be established under the laws of the State of Florida, and non-profit organizations in receipt of a letter from the Internal Revenue Service indicating that the organization is recognized as tax exempt, pursuant to Section 501(c)(3) of the Internal Revenue Code. The non-profit organization maybe established for the purpose of providing housing services or disaster relief funds on behalf of the County, with paid staff and demonstrate professional capability and proficiency. Organizations must have internet capabilities at the time of selection to administer the SHIP program. Therefore, if non-profit organization is selected, it would be qualified to become a Sponsor and administer the Disaster Assistance Strategy in its entirety.

h. Additional Information:

1. Units assisted must be located within Marion County, but outside the city limits of Ocala.
2. Mobile homes are eligible for repair assistance, only allows for repairing those built after June 1994.
3. Applicant's needing additional repairs may apply for SHIP Homeowner Rehabilitation. However, total combined funding may not exceed the maximum Rehabilitation per unit award. All Rehabilitation guidelines will apply.

F. Rental New Construction, Acquisition, Rehabilitation

Code 14, 20, 21

a. Summary: To promote the production of affordable multi-family or single family rental housing in the County, particularly for special needs households as defined by Section 420.0004(13), F.S. Funds may be provided to support the acquisition and rehabilitation of, or the new construction of multifamily housing and/or single family rental units, including single room occupancy, transitional/group home housing, senior rental facilities, scattered sites or the housing portion of a mixed-use facility. The program is designed to promote mixed income projects and neighborhoods.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: \$250,000 per unit

e. Terms :

1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a mortgage and note
2. Interest Rate: 0%
3. Years in loan term:

Amount of Assistance	Lien Period
Up to \$10,000	5 Years
Over \$10,000 - \$50,000	15 Years
Over \$50,000 - \$75,000	20 Years
Over \$75,000 - \$250,000	30 Years

4. Forgiveness: 100% forgiven at the end of the loan term.
5. Repayment: None required as long as the loan is in good standing.
6. Default: Repayment of the principal is due in full upon sale, title transfer, or if no longer serving extremely low, very low, low-income, or moderate residents.

f. Recipient/Tenant Selection Criteria: Tenants will be selected on a first-qualified, first-served basis.

g. Sponsor Selection Criteria: Applicants may include for-profit and non-profit entities. Sponsor must have a minimum of 3 years of housing project development experience. A minimum of 10% match is required for total project cost, may include in-kind. For bridge or construction loans, a for-profit project sponsor must be organized as a partnership or limited liability company with each investor contributing equity in exchange for ownership interest. Non-profit bridge or construction loan applicants must provide commitment letters for permanent financing for a minimum of 80% of total construction and land acquisition cost. Project eligibility will be determined by an affordable housing rating committee with a recommendation to Marion County's Community Services Department with priority given to projects that include units for very low-income populations and/or accessible units for the disabled.

h. Additional Information:

1. Eligible expenses will include construction hard costs and soft costs necessary to rehabilitate or construct the project. This includes cost of land, cost to acquire structure and land, demolition cost, and professional service fees (e.g. environmental phase 1, engineering, survey, appraisal, architectural and interest buy downs).



2. Infrastructure directly related to the project including streets, roadways, parking, sidewalks, pathways, storm drainage, water, sewer and sanitary systems, sewer connections, hydrants, meters, utilities and utility easements for telephone, cable electric lines, right of way and other acceptable fees will also be allowed.
3. County will monitor all rental units constructed, rehabilitated, or otherwise assisted in excess of \$10,000.00 at least annually for 15 years or the term of assistance, whichever is longer, for compliance with tenant income and affordability requirements. All other regulatory requirements will be enforced.
4. Funds may be used as a match for U.S. Department of Housing and Urban Development's HOME program and various other programs offered by the federal government and the State of Florida to develop affordable housing.

G. Impact Fees	Code 8
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- a. Summary: SHIP Funds will be awarded to developers to offset a portion of the development impact fees incurred in connection with the development of affordable housing with four (4) or more units. The benefit of the impact fee will be passed to the eligible applicant as cost savings on the purchase of the home.
- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$20,000
- e. Terms:
1. Developer: A deferred payment construction lien will be placed on the property during construction and released upon sale of the home to an eligible SHIP client.
Homebuyer: A deferred payment loan secured by a mortgage and note.
 2. Interest Rate: 0% Homebuyer, 0% Developer
 3. Years in loan term:
Developer: not to exceed 24 months
Homebuyer: 15 years
 4. Forgiveness:
Developer: N/A
Homebuyer: The loan will be forgiven at the end of 15 years, if all conditions have been met.
 5. Repayment:
Developer: Full payment is required when the home is sold to an ineligible buyer.
 6. Default:
Developer:
a. The loan becomes due and payable at the end of the 24-month loan term, if the home is not sold or is sold to an ineligible buyer.
Homebuyer: Repayment of the loan is required in full when one of the following conditions is met, whichever occurs first:
 - a. Sale. If proceeds are not sufficient to pay off the first mortgage note, the client may petition the Marion County Community Services Department for an optional payment plan or the County may consider accepting an amount less than the outstanding balance as part of a short sale.
 - b. Title transfer. Either voluntarily or by operation of law, including death of the surviving mortgage holder or foreclosure. In the event of foreclosure, Marion County Community Services has the first right of refusal.
 - c. Refinance to access equity. Prohibited. However, a refinance of the first mortgage may be approved and the County subordinate its mortgage if the request is submitted in writing, the refinance is at a lower fixed rate with no cash out, and refinanced closing costs do not increase the loan balance beyond the original loan amount.
 - d. Homeowner no longer resides in the home. The County reserves the right to foreclose if payment is not received as noted above.
 - e. Death of the homeowner. In a case where the assisted homeowner dies during the loan term, the loan may be assumed by an income eligible heir or applicant who will occupy the home as their primary residence. If the home is not occupied by an eligible heir or applicant, the outstanding

balance of the loan will be due and payable.

- f. Recipient/Tenant Selection Criteria: Recipient/Tenant Selection Criteria: An applicant may submit a completed SHIP Application to Marion County Community Services for a determination of income eligibility at any time. Applicants are required to provide all documentation requested for income, eligibility, and qualification determination.
 - 1. In the event there are more applications than can be assisted due to lack of funding, the applications will be processed as established by **Section I, I** of this plan when funding becomes available.
 - 2. Persons that qualify for SHIP assistance will be required to contractually agree to all SHIP program guidelines, Marion County SHIP mortgage requirements, repayment provisions, and certify that the unit assisted will be their primary residence.
- g. Sponsor Selection Criteria: Sponsors will apply through an application process. These processes will require proof of developer experience in constructing and selling affordable housing, financial capacity, including established partnership with a lender, effective project management system, and provide a housing unit design that meets with the County's housing element in the Comprehensive Plan and an eligible purchase assistant client.
- h. Additional Information:
 - 1. Units assisted must be located within Marion County, but outside the city limits of Ocala.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

- A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy: Administrative Policy 07-04 requires the Marion County Community Services Department review all Affordable/Workforce Housing Department applications for affordability provisions. Approved projects will be provided with a Certification of Affordability to be attached to their application. The Application and Certification will be forwarded to the Department Review Committee (DRC). The DRC will meet with the Affordable Housing Project Manager or Engineer at their next scheduled meeting to establish timelines and procedures for fast tracking reviews and permit processing. The timeline schedule and procedures for fast tracking shall be provided to the Marion County Community Services Department, along with an estimation of how much time this expedited schedule will save over regular development processing.

- B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy: All Departments under the Marion County Administrator will, prior to adoption or Board approval, review all policies, procedures, ordinances, regulations or plan provisions to determine if there will be any impact to the cost of housing. If there is a cost associated, this cost is to be noted to the Agenda Cover Page and forwarded to the Marion County Community Services Department prior to the Board meeting. If it is a policy change that does not require Board action, a summary with the associated cost should be forwarded to the Marion County Community Services Director for review and comment prior to implementations.

- C. Other Incentive Strategies Adopted: **Impact Fees, modifications, waivers, or reimbursements**
Ordinance No. 15-14, § 1, 9-1-2015 allows the County Administrator to approve an agreement for twelve (12) equal monthly payments of the impact fee for applicants who meet the Marion County SHIP Program guidelines for low income families. A forty dollar (\$40.00) nonrefundable processing fee will be charged for all applications for a deferred payment agreement.
1. Use SHIP funds, when available, to pay for impact and building department fees for new affordable housing projects consisting of more than four units, resulting in a revenue neutral incentive.
 2. Designate incentive areas, possibly by proximity to employment centers and public transportation routes, for reduction or waiver of impact fees.
 3. Establish lien mechanisms to recapture these fees if the house is sold within ten (10) years.

IV. EXHIBITS:

Required

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Additional Instructions and Information for Community Land Trust.

Marion County	
Fiscal Year: 2025-2026	
Estimated SHIP Funds for Fiscal Year:	\$ 2,553,788.00
Salaries and Benefits	\$ 243,300.00
Office Supplies and Equipment	\$ 6,000.00
Travel Per diem Workshops, etc.	\$ 4,000.00
Advertising	\$ 2,000.00
Other*	\$
Total	\$ 255,300.00
Admin %	10.00%
	OK
Fiscal Year 2026-2027	
Estimated SHIP Funds for Fiscal Year:	\$ 2,553,788.00
Salaries and Benefits	\$ 243,300.00
Office Supplies and Equipment	\$ 6,000.00
Travel Per diem Workshops, etc.	\$ 4,000.00
Advertising	\$ 2,000.00
Other*	\$
Total	\$ 255,300.00
Admin %	10.00%
	OK
Fiscal Year 2027-2028	
Estimated SHIP Funds for Fiscal Year:	\$ 2,553,788.00
Salaries and Benefits	\$ 243,300.00
Office Supplies and Equipment	\$ 6,000.00
Travel Per diem Workshops, etc.	\$ 4,000.00
Advertising	\$ 2,000.00
Other*	\$
Total	\$ 255,300.00
Admin %	10.00%
	OK
*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.	
Details:	

Exhibit B
Timeline for SHIP Expenditures

Marion County affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Closeout Report
2025-2026	6/30/2027	6/30/2028	9/15/2028
2026-2027	6/30/2028	6/30/2029	9/15/2029
2027-2028	6/30/2029	6/30/2030	9/15/2030

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation should be notified according to the following dates:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2025-2026	3/30/2028	6/15/2028
2026-2027	3/30/2029	6/15/2029
2027-2028	3/30/2030	6/15/2030

Requests for Expenditure Extensions (close-out year ONLY) must be emailed to robert.dearduff@floridahousing.org and include:

1. A statement that “(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan/timeline of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

ACFR financial statements are due each June 30 for the report ending September 30 of the previous year.

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2025-2026												
Name of Local Government:			Marion County									
Estimated Funds (Anticipated allocation only):			\$ 2,553,788									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
1,2	Purchase w/ Rehab	Yes		\$100,000	2	\$100,000	4	\$75,000	\$500,000.00	\$0.00	\$500,000.00	6
3,4	Owner Occupied Rehabilitation/Demo-Replace	Yes	8	\$75,000	6	\$75,000	2	\$75,000	\$1,200,000.00	\$0.00	\$1,200,000.00	16
4	Demolition/Reconstruction/Replacement	Yes	1	\$250,000		\$250,000			\$250,000.00	\$0.00	\$250,000.00	1
10	New Construction	Yes		\$100,000		\$250,000			\$0.00	\$0.00	\$0.00	0
5	Diaster Assitance	Yes		\$20,000		\$250,000			\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		9		8		6		\$1,950,000.00	\$0.00	\$1,950,000.00	23
Purchase Price Limits:			New	\$ 510,939	Existing	\$ 510,939						

OK

OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13, 26	Rental Assitance	No		\$15,000		\$0		0	\$0.00	\$0.00	\$0.00	0
21	Rental New Construction	No	1	\$250,000		\$250,000		250000	\$0.00	\$250,000.00	\$250,000.00	1
14	Rental Acquisition/Rehabilitation	No		\$250,000		\$250,000		250000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		1		0		0		\$0.00	\$250,000.00	\$250,000.00	1
Administration Fees			\$ 255,378		10%		OK					
Home Ownership Counseling			\$ -									
Total All Funds			\$ 2,455,378		OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		76.4%	OK
Homeownership % (65% requirement)		76.4%	OK
Rental Restriction (25%)		9.8%	OK
Very-Low Income (30% requirement)	\$ 1,100,000	43.1%	OK
Low Income (30% requirement)	\$ 650,000	25.5%	OK
Moderate Income	\$ 450,000	17.6%	

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2026-2027												
Name of Local Government:			Marion County									
Estimated Funds (Anticipated allocation only):			\$ 2,553,788									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
1,2	Purchase w/ Rehab	Yes		\$100,000	2	\$100,000	4	\$75,000	\$500,000.00	\$0.00	\$500,000.00	6
3,4	Owner Occupied Rehabilitation/Demo-Replace	Yes	8	\$75,000	6	\$75,000	2	\$75,000	\$1,200,000.00	\$0.00	\$1,200,000.00	16
4	Demolition/Reconstruction/Replacement	Yes	1	\$250,000		\$250,000		\$250,000	\$250,000.00	\$0.00	\$250,000.00	1
10	New Construction	Yes		\$100,000		\$250,000		\$250,000	\$0.00	\$0.00	\$0.00	0
5	Diaster Assitance	Yes		\$20,000		\$20,000		\$20,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		9		8		6		\$1,950,000.00	\$0.00	\$1,950,000.00	23
Purchase Price Limits:			New	\$ 510,939	Existing	\$ 510,939						

OK

OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13, 26	Rental Assitance	No		\$150,000		\$0		0	\$0.00	\$0.00	\$0.00	0
21	Rental New Construction	No	1	\$250,000		\$250,000		250000	\$0.00	\$250,000.00	\$250,000.00	1
14	Rental Acquisition/Rehabilitation	No		\$250,000		\$250,000		250000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		1		0		0		\$0.00	\$250,000.00	\$250,000.00	1
Administration Fees			\$ 255,378		10%		OK					
Home Ownership Counseling			\$ -									
Total All Funds			\$ 2,455,378		OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		76.4%	OK
Homeownership % (65% requirement)		76.4%	OK
Rental Restriction (25%)		9.8%	OK
Very-Low Income (30% requirement)	\$ 1,100,000	43.1%	OK
Low Income (30% requirement)	\$ 650,000	25.5%	OK
Moderate Income	\$ 450,000	17.6%	

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2027-2028												
\ Marion County												
Estimated Funds (Anticipated allocation only):			\$ 2,553,788									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
1,2	Purchase w/ Rehab	Yes		\$100,000	2	\$100,000	4	\$75,000	\$500,000.00	\$0.00	\$500,000.00	6
3,4	Owner Occupied Rehabilitation/Demo-Replace	Yes	8	\$75,000	6	\$75,000	2	\$75,000	\$1,200,000.00	\$0.00	\$1,200,000.00	16
4	Demolition/Reconstruction/Replacement	Yes	1	\$250,000		\$250,000		\$250,000	\$250,000.00	\$0.00	\$250,000.00	1
10	New Construction	Yes		\$100,000		\$250,000		\$250,000	\$0.00	\$0.00	\$0.00	0
5	Diaster Assitance	Yes		\$20,000		\$20,000		\$20,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		9		8		6		\$1,950,000.00	\$0.00	\$1,950,000.00	23
Purchase Price Limits:			New	\$ 510,939	Existing	\$ 510,939						

OK

OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13, 26	Rental Assitance	No		\$15,000		\$0		0	\$0.00	\$0.00	\$0.00	0
21	Rental New Construction	No	1	\$250,000		\$250,000		250000	\$0.00	\$250,000.00	\$250,000.00	1
14	Rental Acquisition/Rehabilitation	No		\$250,000		\$250,000		250000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		1		0		0		\$0.00	\$250,000.00	\$250,000.00	1
	Administration Fees		\$ 255,378		10%		OK					
	Home Ownership Counseling		\$ -									
Total All Funds			\$ 2,455,378 OK									

Set-Asides

Percentage Construction/Rehab (75% requirement)		76.4%	OK
Homeownership % (65% requirement)		76.4%	OK
Rental Restriction (25%)		9.8%	OK
Very-Low Income (30% requirement)	\$ 1,100,000	43.1%	OK
Low Income (30% requirement)	\$ 650,000	25.5%	OK
Moderate Income	\$ 450,000	17.6%	

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

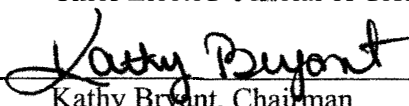
Local Government or Interlocal Entity: Marion County

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S.

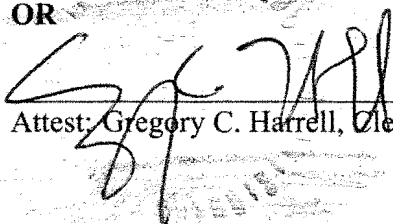
shall be provided to Florida Housing by June 30 of the applicable year.

- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____	<u>Marion County Board of County Commissioners</u>
Witness	Chief Elected Official or designee
_____	
Witness	Kathy Bryant, Chairman

Date

OR



Attest: Gregory C. Harrell, Clerk

(Seal)

RESOLUTION #: ~~250R-133~~

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Economic and Community Development Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for the Marion County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA THAT:

Section 1: The Board of County Commissioners of Marion County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2025-2026, 2026-2027, 2027-2028.

Section 2: The County Chairman, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 15th DAY OF APRIL, 2025.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS


KATHY BRYANT, CHAIRMAN

(SEAL)

ATTEST:


GREGORY C. HARRELL, CLERK

Exhibit F: Additional Instructions and Information for Purchase Assistance and New Construction for Community Land Trust (CLT) Homes

In the event of any sale of the property, including the exercise of a right of first refusal by the County or CLT, the purchase price shall be determined using the following method except by mutual agreement of the County, the CLT, and the homeowner. The terms and prices below are provided as an example provision for any future mortgage or CLT ground lease.

PURCHASE OPTION PRICE EQUALS LESSER OF APPRAISED VALUE OR FORMULA PRICE: In no event may the Home be sold for a price that exceeds the Purchase Option Price. The Purchase Option Price shall be the lesser of (a) the value of the Home (consisting of improvements only) as determined by the Appraisal commissioned and conducted by the CLT or (b) the price calculated in accordance with the formula described below (the Formula Price).

HOW THE FORMULA PRICE IS CALCULATED: The Formula Price shall be equal to Homeowner's Base Price, as stated below, plus a share of the increased market value of the improvements based upon the months of ownership as stated in the chart below.

Homeowner's Base Price: The parties agree that the Homeowner's Base Price for Homeowner's Property as of the signing of this Lease is \$205,000.00 (excluding land).

Initial Appraised Value: The parties agree that the appraised value of the Home at the time of Homeowner's purchase (the Initial Appraised Value) is \$205,000.00 (excluding land), as documented by the initial appraiser's report attached to this Lease.

Increase in Market Value: The increase in market value of the Home equals the appraised value of the Home at time of sale minus the Initial Appraised Value.

Homeowner's share of Increase in Market Value: Homeowner's share of the increase in the market value is based upon the number of years of ownership. If Lease expires less than 20 years old homeowner will receive 25% of the increase; between 20 years but less than 30 years, it increases to 30%; and if it expires 30 years and over it increases to 35%.

Summary of Formula Price: The formula price equals homeowner's Base Price plus homeowner's Share of Increase in Market Value.

Example of Mathematical Calculation of Sales Proceeds: **THIS IS AN EXAMPLE** Homeowner is moving away after living in the home for 15 years. The initial appraisal was \$205,000 (excluding land) and the CLT commissioned an appraiser who placed a current value at \$215,000 (excluding land). Since the base price of \$205,000 plus the homeowner's percentage of shared equity of \$2,500 is less than the new appraised price plus homeowner's percentage of \$2,500 ($\$205,000 + \$2,500 = 207,500$) will be the used for the new sales price). Pay offs will be the first mortgage at purchase was \$175,000 amortized over 30 years at an estimated 6.75% interest rate and the payoff is \$128,267 and a second mortgage for \$30,000.

The owner will receive 25% of the increased value and the CLT will receive 75%.

Current Appraisal	\$215,000
Less: Appraisal at Purchase	<u>\$205,000</u>
Increase in Value	\$10,000

Homeowner's Percentage	25%
Homeowner's Shared Equity	\$2,500
CLT's Percentage	75%
CLT's Shared Equity	\$7,500

Sales Price	\$207,500
Less: Mortgage Payoff	\$128,267
Less: Second Mortgage	\$30,000
Less: CLT's Equity	<u>\$7,500</u>
Homeowner's Proceeds	\$41,733
Before Closing Costs	

QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE: The CLT shall issue a new lease to any person who purchases the Home in accordance with the terms of this Article. The terms of such lease shall be the same as those of new leases issued to homebuyers at that time for land not previously leased by the CLT.

PURCHASER MAY BE CHARGED A LEASE RE-ISSUANCE FEE. In the event that Homeowner sells the home to a party other than the CLT (whether directly to such party or as a result of CLT's assignment of its Purchase Option to such party), the price to be paid by such purchaser shall include, in addition to the Purchase Option Price, at the discretion of the CLT, a lease re-issuance fee to compensate the CLT for carrying out its responsibilities with regard to issuing a new lease. The amount of the lease re-issuance fee shall be no more than 5% of the Purchase Option Price.

HOMEOWNER REQUIRED TO MAKE NECESSARY REPAIRS AT TRANSFER: The Homeowner is required to make necessary repairs when they voluntarily transfer the Home as follows:

- a) The person purchasing the Home ("Buyer") shall, prior to purchasing the Home, hire at their sole expense, a building inspector with a current Home Inspector license from the Florida Department of Business and Professional Regulation to assess the condition of the Home and prepare a written report of the condition ("Inspection Report"). The Homeowner shall cooperate fully with the inspection.
- b) The Buyer shall provide a copy of the Inspection Report to Buyer's lender (if any), the Homeowner, and the CLT within 10 days after receiving the Inspection Report.
- c) Homeowner shall repair specific reported defects or conditions necessary to bring the Home into full compliance prior to transferring the Home.
- d) Homeowner shall bear the full cost of the necessary repairs and replacements. However, upon Homeowner's written request, the CLT may allow the Homeowner to

pay all or a portion of the repair costs after transfer, from Homeowner's proceeds of sale, if Homeowner cannot afford to pay such costs prior to the transfer. In such event, either (i) 150% of the unpaid estimated cost of repairs or (ii) 100% of the unpaid cost of completed repairs shall be withheld from Homeowner's proceeds of sale in a CLT-approved escrow account.

- e) Homeowner shall allow CLT, Buyer, and Buyer's building inspector and lender's representative to inspect the repairs prior to closing to determine that the repairs have been satisfactorily completed.
- f) Upon sale or other transfer, Homeowner shall either (i) transfer the Home with all originally purchased appliances or replacements in the Home in good working order or (ii) reduce the Purchase Option Price by the market value of any such appliances that are not left with the Home in good working order.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19627

Agenda Date: 7/1/2025

Agenda No.: 14.1.6.

SUBJECT:

Present Letter from Lori Conrad, Marion County Public School Board Chair, Dated June 19, 2025 Requesting to Postpone Scheduling the Public Schools Planning Officials Meeting to February 2026

INITIATOR:

**Tracy Straub, P.E., Assistant County
Administrator**

DEPARTMENT:

Administration

DESCRIPTION/BACKGROUND:

During the March 12, 2025 Joint Planning Workshop of the Marion County Public School, the Municipalities and the Marion County Board of County Commissioners, it was agreed that an additional workshop would be held after August of this year to review the updated Education Facilities Plan. Marion County Public Schools has provided the attached correspondence requesting this meeting to be held late February or early March 2026.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

For information only.



www.marionschools.net

1614 E. Fort King Street • Ocala FL 34471-2535
PO Box 670 • Ocala FL 34478-0670
352.671.7700
FRS 800.955.8770 (voice) • 800.955.8771 (TTY)

June 19, 2025

Kathy Bryant
Chair, Marion County Commission
601 SE 25th Avenue
Ocala, FL 34471

Chair Bryant,

The Marion County School Board proposes to schedule the next Public Schools Planning Officials (PSPO) meeting for late February or early March 2026. Holding the meeting during this timeframe will allow the Marion County School Board and participating stakeholders to utilize the most current student enrollment data for the current year and updated development information. These timely data points are essential for developing the Technical Education Facilities Plan, supporting effective decision-making.

If you could provide some potential meeting dates and times that work with your calendar, we will review them and determine which option is most convenient for everyone involved, then move forward with confirming the meeting details.

The Marion County School Board remains dedicated to utilizing the most accurate and current information available to ensure the ongoing success and sustainability of Marion County's public education infrastructure.

Thank you,

Lori Conrad
Chair, Marion County Public School Board

Danielle Brewer, Ed.D.
Interim Superintendent, Marion County Public Schools

MARION COUNTY BCC

JUN 20 2025

Dr. Danielle Brewer
Interim Superintendent

Dr. Allison Campbell
District 1

Lori Conrad
District 2

Eric Cummings
District 3

Nancy Thrower
District 4

Dr. Sarah James
District 5



An Equal Opportunity School District
Text-A-Tip Hotline 352.877.2838
[FortifyFL – Report Suspicious Activity](#)



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19529

Agenda Date: 7/1/2025

Agenda No.: 14.4.1.

SUBJECT:

Present Administrative Budget Transfer Report for FY 2024-25

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

06/06/2025 to 06/19/2025

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 cdes 510000 through 529999); or
 - ii.The transfer occurs between operating expenditure accounts (line item account codes 530000 through 559999); and
- C.The transfer per line item account is \$10,000 or less; and
- D.The transfer is approved by the County Administrator; and
- E.The transfer is reviewed and approved by the County Budget Officer.

General Fund

Employee Health Clinic

Journal Number # 2025-9-784 Date Executed: 06/13/2025

We are requesting a one-time transfer from Medical Supplies to Dues & Memberships. These funds are needed to cover an annual automatic subscription for unlimited access to a training platform for nursing continuing education and having to pull from this account earlier in the year to repair the hearing booth. The new Health Clinic being constructed will help offset the cost of our medical supplies, making funds available in Medical Supplies.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 172	- 552103	Medical Supplies	\$60
To	0010	- 172	- 554201	Dues and Memberships	\$60

Information Technology

Journal Number # 2025-9-644 Date Executed: 06/11/2025

Information Technology is requesting funds of \$135.00 be transferred from Operating Supplies to Dues & Memberships to cover membership costs. Funds are available in Operating Supplies due to savings through special pricing, free shipping and tech support.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 174	- 552108	Operating Supplies	\$135
To	0010	- 174	- 554201	Dues and Memberships	\$135

Parks and Recreation*Journal Number #* 2025-9-126*Date Executed:* 06/09/2025

The Parks & Recreation Department requires a fund transfer to Rentals and Leases Equipment to accommodate an increase to rent specialized equipment for fire trail maintenance. The Department aims to enhance efficiency and improve the current fire trail system with the rental of a forestry mulcher. The mulcher will enable us to efficiently clear and maintain these vital access routes, greatly improve our readiness to safeguard our surrounding properties. Funds are available from Operating Supplies due to reprioritized purchases for FY25.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 360	- 552108	Operating Supplies	\$1,285
To	0010	- 360	- 544101	Rentals and Leases Equipment	\$1,285

Southeastern Livestock Pavilion*Journal Number #* 2025-9-127*Date Executed:* 06/09/2025

The Southeastern Livestock Pavilion (SELP) needs to transfer funds into Contracted Services for an increase and upgrade of our courier services. Our current courier provider has raised their rates this year following the establishment of the original purchase order, prompting this request for a fund transfer. This transfer will allow the department to continue to utilize the courier services without any delays in the service. Funds are available from Promotional Activities due to reprioritized purchases for FY25.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 370	- 548101	Promotional Activities	\$750
To	0010	- 370	- 534101	Contract Serv Other Misc	\$750

Cooperative Extension Service*Journal Number #* 2025-9-253*Date Executed:* 06/09/2025

Due to the unexpected expense of a laptop overheating, necessary repairs will need to be made to extend the life/use of the laptop until it can be budgeted for replacement in 2027. The laptop needing repairs is less than 3 years old. Additional funding is needed in Operating Supplies - Computer Hardware to cover the expected cost of \$75 which is above the amount that is currently in the budget. The funds will be transferred from Communication Service to Operating Supplies - Computer Hardware to cover the expense.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 372	- 541101	Communications Services	\$75
To	0010	- 372	- 552116	Operating Supplies Computer Hardware	\$75

Marion County Airport Fund

Marion County Airport*Journal Number #* 2025-9-439*Date Executed:* 06/09/2025

The Marion County Airport needs to transfer funds into Contracted Services for an increase of a required Independent Fee Estimate (IFE). The Airport is currently working with Procurement through the bidding process for the construction phase of the Parallel Taxiway B (10-28) project. The Federation of Aviation Administration (FAA) requires an IFE be completed for any project that exceeds \$100,000 being funded through a FAA grant. The funds are available from Operating Supplies as the Airport has reprioritized self-perform projects planned for FY25.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1035	- 415	- 552108	Operating Supplies	\$2,400
To	1035	- 415	- 534101	Contract Serv Other Misc	\$2,400

Marion County Airport*Journal Number #* 2025-9-475*Date Executed:* 06/13/2025

The Marion County Airport needs to transfer funds into Computer Software for an increase of the addition of new software services to increase communication efforts and improve customer service delivery. The Airport did not budget enough funds in the current line item to cover the additional expense for the new software. This transfer will align the current expenses within the budget. The funds are available from Promotional Activities and Training and Education as the Airport has reprioritized previous planned activities and purchases for FY25.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1035	- 415	- 548101	Promotional Activities	\$1,000
From	1035	- 415	- 555501	Training and Education	\$1,457
To	1035	- 415	- 552106	Computer Software	\$2,457

Parks and Recreation Fees Fund**Parks and Recreation Fees***Journal Number #* 2025-9-128*Date Executed:* 06/09/2025

The Marion County Parks & Recreation department needs to transfer funds into Merchandise for Resale. The Department has recognized the necessity to acquire extra summer camp field trip shirts for resale. Each child is given an individual camp shirt along with a swim shirt; however, many parents have expressed interest in purchasing additional field trip shirts. This transfer will enable the department to enhance its customer service delivery. Funds are available from Operating Supplies due to reprioritization of purchases for FY25.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1081	- 362	- 552108	Operating Supplies	\$1,393
To	1081	- 362	- 552310	Merchandise for Resale	\$1,393

Local Housing Assistance Trust Fund**State Housing Initiative Partnership Act***Journal Number #* 2025-9-156*Date Executed:* 06/06/2025

Community Services requests a one-time transfer of \$3,723.00 from Other Current Charges - Misc Expenses to Operating Supplies and Computer Software. This transfer is needed for Granicus Renewal and for Hill's Shredding invoices as needed for SHIP operating expenses.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1151	- 350	- 549990	Other Current Charges Misc Expenses	\$3,723
To	1151	- 350	- 552108	Operating Supplies	\$90
To	1151	- 350	- 552106	Computer Software	\$3,633

Insurance Fund**Risk and Benefit Services***Journal Number #* 2025-9-783*Date Executed:* 06/11/2025

Risk and Benefit Services is requesting a one-time transfer of funds from Travel & Per Diem to Postage and Freight. These funds became available because last year's annual Risk and Benefits conference in West Palm Beach was canceled due to the hurricane. The transfer is necessary to cover the increased cost of postage for sending postcards to employees and retirees regarding the upcoming benefits open enrollment.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	5010	- 162	- 540101	Travel and Per Diem	\$419
To	5010	- 162	- 542201	Postage and Freight	\$419

Employee Wellness Program

Journal Number # 2025-9-860 *Date Executed:* 06/11/2025

The Employee Wellness Program is requesting a one-time transfer of funds from Operating Supplies to Printing and Binding to cover the cost of flyers for open enrollment, which will be distributed to various departments. Currently, the Printing and Binding account lacks sufficient funds to cover the full invoice. The availability of funds in the Operating Supplies account is due to reduced spending on equipment and the decision to manage the health fair internally rather than hiring an outside vendor. This cost-saving approach has resulted in surplus funds that can be reallocated to meet the printing needs.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	5010	- 163	- 552108	Operating Supplies	\$290
To	5010	- 163	- 547101	Printing and Binding	\$290



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19597

Agenda Date: 7/1/2025

Agenda No.: 14.4.2.

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: July 1, 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 2024-25

<u>Date</u>	<u>Description</u>	<u>Balance</u>
Beginning Balance: October 1, 2024		\$ 1,298,396
10/15/2024	Constitutional Officer Salary Adjustment	27,293
12/17/2024	Supervisor of Election 2025 CNG-6 Special Elections	(472,000)
02/18/2025	Marion County Day, Marion at the Capitol, and Citizen Academy Operating Projects	(31,000)
03/18/2025	ArcGIS Software Implementation and North US Highway 27 Corridor Study	\$ (150,000)
06/03/2025	Value Adjustment Board (VAB)	\$ (15,000)
Balance: 06/17/2025		<hr/> \$ 657,689
Proposed: 07/01/2025	No Amendments Proposed	
Tentative: 07/01/2025		<hr/> <hr/> \$ 657,689



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19598

Agenda Date: 7/1/2025

Agenda No.: 14.4.3.

SUBJECT:

FY 2025-26 Public Defender Revised Budget

INITIATOR:

Audrey L. Fowler, Budget Director

DEPARTMENT:

Budget

DESCRIPTION/BACKGROUND:

The Legislature finalized and passed the State FY 2025-26 budget late Monday night, June 16, and sent it to the Governor, who has until June 30 to sign it and/or issue line-item vetoes. At this point, we're confident that the items related to our county budget requests are not at risk of being vetoed. I've updated and attached our overall budget request with notes on the changes.

The extra time allowed for a more thorough review of Marion County's overall budget needs, including correction of an error in our shared expenses with the State Attorney's Office. Additionally, the IT Personnel line item has been adjusted due to a reduction in the approved Cost of Living Adjustment (COLA) from the 4% originally requested to the 2% agreed to by the Legislature.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Information only.

BUDGET COVER MEMORANDUM

Karen L. Cihoski

Revised 6/19/2025

DATE: April 30, 2025

TO: Marion County Board of County Commissioners

ATTENTION: Marion County Clerk of Court and Comptroller
Budget Department
Post Office Box 1030
Ocala, Florida 34478

FROM: 5th Circuit Public Defender's office
(Department / Agency / District)

SUBJECT: Fiscal Year 2025-26 Requested Budget

Attached is the Fiscal Year 2025-26 requested budget for the department /
agency / district named above in the total amount of \$ ~~803,884~~ 794,756.

I have personally reviewed the budgetary requirements as listed herein and consider
the amounts included for each line item to be the minimum amount necessary to fund
expenditures for the ensuing fiscal year.

Karen L. Cihoski

Authorized Signature

Karen L. Cihoski

Name (Please Print)

352-742-4378

Telephone Number (Daytime)



Marion County Board of County Commissioners
Line Item Budget Request
Fiscal Year 2025-26

Fund 0010 General Fund
Cost Center 200 Public Defender Administration

Expenditure Budget		Amended Budget 2024-25	Requested Budget 2025-26
Account #	Account Description		
Operating			
541101	COMMUNICATIONS SERVICES	12,810	12,285
543101	* UTILITY SERVICES - ELC WTR SWR	43,500	* 45,000
Sub-Total Operating		56,310	57,285
Capital			
564101	MACHINERY & EQUIPMENT	0	0
Sub-Total Capital		0	0
Total Public Defender Administration		56,310	57,285

* County to determine if this line item should be higher



Marion County Board of County Commissioners
Line Item Budget Request
Fiscal Year 2025-26

Fund 0010 General Fund
Cost Center 201 Public Defender Technology

Expenditure Budget		Amended Budget 2024-25	Requested Budget 2025-26	
Account #	Account Description			
Operating				
540101	TRAVEL & PER DIEM	1,500		1,500
541101	COMMUNICATIONS SERVICES	14,946	6/19 * 19,140	14,576
546312	REPAIRS/MAINT - COMPUTER EQUIP	7,550		9,310
551101	OFFICE SUPPLIES	11,597		19,212
552106	COMPUTER SOFTWARE	113,343		125,513
552116	OPER SUPPLIES - COMP HARDWARE	23,287		26,678
555501	TRAINING & EDUCATION	1,980		1,980
Sub-Total Operating		174,203		203,333 198,769
Capital				
564101	MACHINERY & EQUIPMENT	0		0
Sub-Total Capital		0		0
Grants & Aid				
581101	AID TO GOVERNMENT AGENCIES	322,794	6/19** 339,176	334,612
Sub-Total Grants & Aid		322,794		339,176 334,612
Total Public Defender Technology		496,997		542,509 533,381

6/19* The shared expenses with the State Attorney were inadvertently misquoted previously due to a misunderstanding on the new shared Primary Internet line starting for PD5 in FY25-26.

6/19** Original request was based on a State 4% COLA factor, after a lengthy State Budget session, on 6/16/25 the COLA was reduced to 2% this revises our request accordingly.



Marion County Board of County Commissioners
Line Item Budget Request
Fiscal Year 2025-26

Fund 0010 General Fund
Cost Center 202 Public Defender LOV

Expenditure Budget		Amended Budget 2024-25	Requested Budget 2025-26
Account #	Account Description		
Grants & Aid			
581101	AID TO GOVERNMENT AGENCIES	500	500
	Sub-Total Grants & Aid	500	500
	Total Public Defender LOV	500	500



Marion County Board of County Commissioners
Line Item Budget Request
Fiscal Year 2025-26

Fund 0010 General Fund
Cost Center 268 Early Intervention Program

Expenditure Budget		Amended Budget 2024-25	Requested Budget 2025-26
Account #	Account Description		
Operating			
540101	TRAVEL & PER DIEM	500	500
555501	TRAINING & EDUCATION	500	500
Sub-Total Operating		1,000	1,000
Grants & Aid			
581101 **	AID TO GOVERNMENT AGENCIES	265,590	** 265,590 202,590
Sub-Total Grants & Aid		265,590	265,590 202,590
Total Early Intervention Program		266,590	** 266,590 203,590

** This funding figure only reflects the portion of this line item for the Public Defender's office.

Marion County Board of County Commissioners
Capital Outlay Detail Form
Fiscal Year 2025-26

Fund: 0010 General Fund
Department: 201 Public Defender - Technology

Prepared by: Marion County Clerk of Court and Comptroller - Budget Department

Capital Outlay - Detail		Department Proposed		
Priority	Description	Unit Cost	Qty	Total Cost (Unit Cost x Quantity)
Equipment - Detail				
1.	N/A - our agency is not requesting Capital items this year		X	= N/A - our agency is not requesting Capital items this year
2.			X	=
3.			X	=
4.			X	=
5.			X	=
6.			X	=
7.			X	=
8.			X	=
9.			X	=
10.			X	=
11.			X	=
12.			X	=
13.			X	=
14.			X	=
15.			X	=
Transfer Total Cost to Line item Account #564XXX		Sub-Total Equipment - Detail		0

Instructions

Enter description, unit cost, and quantity in units for each item of capital outlay.
 Calculate total cost for each item.
 Accumulate total cost for all items at lower right of form and transfer amount to the appropriate line of Expenditure Budget - Line Item

Note: Machinery and Equipment threshold has been revised to \$5,000 per unit.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19260

Agenda Date: 7/1/2025

Agenda No.: 14.5.1.

SUBJECT:

Parks & Recreation Advisory Council - March 19, 2025

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Parks & Recreation Advisory Council - March 19, 2025.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

None, information only.

**PARKS & RECREATION ADVISORY COUNCIL
MINUTES FROM MEETING OF MARCH 19, 2025**

The Marion County Parks & Recreation Advisory Council (PRAC) held a public meeting on March 19, 2025, at the Marion County Parks & Recreation Main Office, 111 SE 25th Avenue, Ocala, FL 34471.

COUNCIL MEMBERS PRESENT

Jerry Furlong, Chair
Curt Bromund
Joe Reichel
Brian Cretul

COUNCIL MEMBERS ABSENT

Pat Gabriel, Vice-Chair

STAFF PRESENT

Jim Couillard, Director
Kelsey Mears, Assistant Director
Sara Lambert, Community Engagement Coordinator

CALL TO ORDER

Jerry Furlong officially called the meeting to order at 3:01 PM, followed by the invocation and the Pledge of Allegiance.

ROLL CALL

Sara Lambert took roll call.

APPROVAL OF MINUTES

Joe motioned to approve the minutes, Curt seconded the motion with the following amendments: correcting the spelling of his last name throughout the document and clarifying his comments regarding the resolution on C.6 PRAC Functions and Expectations.

ELECTION OF OFFICERS

Jerry asked for nominations for PRAC Chair and Vice-Chair. Joe nominated Jerry, Curt seconded, motion was carried unanimously. Jerry nominated Joe for Vice-Chair, Curt seconded, motion was carried unanimously.

Jim shared with the Council and staff that Pat Gabriel had submitted her letter of resignation from the Council to Commissioner Bryant and Jim. We will have a formal recognition of her time on the Council at a Board meeting alongside the presentation of an award to commemorate her service to the County and the Council.

STAFF ITEMS

A. Project Update

1. Heagy-Burry

- i. Joey shared that this is a boat ramp facility undergoing a total renovation, then gave a high-level presentation of the project and its current status.
- ii. Joe wanted to know what the boundary was between us and Alachua

County since counties border the lake. Jim shared that it's the water's edge.

- iii. Joey shared photos of the site and informed PRAC of unforeseen challenges that were discovered once work began. Jerry asked if any of that work (addressing the challenges) had been budgeted, and Kelsey told him no and that we needed to find \$82,000 for remediation.
- iv. Joey gave a project timeline with projected dates for completion.
- v. Joe asked if we think the project will take until October for completion or could it be done before then. Jim shared that it will take that long, but the final month of work will be handled by Park Operations staff.
- vi. Jim diagrammed the site and explained some of the challenges we've faced alongside possible solutions.
- vii. Jim shared that FWC (Fish and Wildlife Commission) manages the vegetation in the lake, and historically, they've received some grief over their management technique yet praised their effort to improve the lake.
- viii. Lastly, Jim explained why we went with the Tedder Boat Ramp system, explaining that it was chosen because of the way it's installed and our use of them at other county parks.

2. Reddick Park

- i. Joey gave an outline of the future park's amenities and the work schedule.
- ii. Joey added that he intends for Park Operations staff work to happen concurrently with the playground's installation. He also shared that there were some minor issues with the restroom's permit, but all of that has been absolved.

3. Rotary Sportsplex Turf Conversion Project

- i. Joey gave an outline of the amenities and a project timeline.
- ii. Jim made note of how much the price has changed since this project originated.
- iii. Jim shared that this field conversion is a game-changer for our community. Curt asked if the use of the field will fall into a fee-based structure, and Jim said yes.
- iv. Jim added that we will continue to honor our agreements with Big Sun Soccer League.
- v. Curt inquired about naming rights, and Jim shared that some entities are still interested.
- vi. April 7 is the start date for construction and it will take roughly ten months. The tentative completion date is March of 2026.

B. FY 26 Budget Review

1. Belleview/MCBCC Joint Workshop

- i. Kelsey began by saying that the numbers provided are what is being presented to Administration, and it's one of the flattest budgets we've ever proposed.
- ii. We are not requesting any new staff, just one reclassification of a position. Duke Energy raising their prices as affected the budget. We went down on our asks for equipment by purchasing used vehicles from other county departments.
- iii. Joe remarked that we had done a good job here.
- iv. Jim explained the County's Used Vehicle Purchase Program and

how our department makes use of it.

- v. Kelsey addressed specific budget changes, noting that changes of \$5,000 or more are typically points for discussion. She also addressed upcoming park maintenance work that will be addressed within this budget.
- vi. Curt asked if this budget comes entirely from revenue, and Kelsey explained how our various funds work and the way they're all broken up via funding source, i.e., General Fund, Fees Fund, etc.
- vii. Curt asked about the funds for the Airport, and Jim said its budget is part of the General Fund, yet it operates on the revenue generated there.
- viii. Kelsey went on to explain how she separates monies across each fund and that our budget is our commitment to the Board and our community of what we intend to accomplish in the coming fiscal year.
- ix. Jim added that this is a very modest budget, nothing that we're in a good spot with staff and investing in our team. Kelsey agreed and remarked on the importance of having a diverse team with multiple skill sets.

C. Action Items

1. Parks Rules Resolution

- i. Jim introduced the Resolution and proposed changes. He then assigned it to PRAC for review and to return with feedback at our next meeting.
- ii. Sara is to re-send a Word document with the "track changes" enabled.
- iii. There was a discussion regarding prohibited items, such as smoking, brought forth by Curt.
- iv. Curt had questions regarding the distribution of print materials and displays in parks for commercial purposes, asking if that included information promoting political, non-profit, or religious entities. Jim and Curt discussed the phrasing "commercial purpose" when it came to displaying print materials.

Old Business

None.

Council Items

A. Capital Campaign Proposal

- 1. Curt developed a potential plan for seeking sponsorship funds. He explained that there is evidence-based research on the success of running campaigns similar to a gift registry.
- 2. He proposed a digital platform that would allow donors to pick and choose projects or parks of projects to support; this would work in tandem with our social media.
- 3. There was a discussion regarding the benefits of having an interactive app that could include information about major projects. It would be used to grow public knowledge and interest.
- 4. Curt also added geofencing-style advertising to share specific messages.
- 5. The conversation shifted to the potential of using a digital platform to identify maintenance and potential risks in parks.
- 6. Jim assigned PRAC to review the draft policy and come to the next meeting

with feedback.

7. Curt said we should consider how the College of Central Florida (CF) handles its naming rights, namely its sunseting policy.
8. Kelsey added that we have looked at places that have a sunseting aspect to their sponsorship policies.

Closing Comments

Joe shared that the Belleview City Commission is raving about Parks & Recreation and how easy we've been to work with on the nets at Belleview Sportsplex.

Adjournment

Meeting was adjourned at 4:18 PM

SIGNED


Jerry Furlong, Chair

DATE: 21 MAY 2025

Minutes submitted by Sara Lambert



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19561

Agenda Date: 7/1/2025

Agenda No.: 14.5.2.

SUBJECT:

Code Enforcement Board - May 14, 2025

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Code Enforcement Board - May 14, 2025.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

None, information only.

NOTICE TO ALL PARTIES

UNLESS OTHERWISE INDICATED HEREIN, FIFTEEN MINUTES PER SIDE HAS BEEN RESERVED FOR THE PRESENTATION OF EVIDENCE IN EACH CASE. WRITTEN REQUEST FOR ADDITIONAL TIME SHALL BE DELIVERED TO THE BOARD SECRETARY AT THE MARION COUNTY GROWTH SERVICES BUILDING, 2710 EAST SILVER SPRINGS BOULEVARD, OCALA, FLORIDA 34470, PRIOR TO TWO DAYS BEFORE THE SCHEDULED HEARING. ABSENT SUCH TIMELY, WRITTEN REQUEST FOR ADDITIONAL TIME, YOU MAY NOT BE ALLOWED ADDITIONAL TIME TO PRESENT YOUR CASE.

INVOCATION**PLEDGE OF ALLEGIANCE****ROLL CALL**

Board members present were Vice-Chairperson Tom Gaver, Hunter Street, John Welch and Dennis Strow. Chairperson F. Joe Krim Jr and Gary Ernst were excused. Board Attorney Tom Dobbins, Chief Assistant County Attorney Dana Olesky and Board Secretary Sandra Woodrow were present.

1. ADOPT MINUTES

Hunter Street made a motion to accept the Code Enforcement Board minutes from the April 9, 2025, regular meeting. Second by John Welch. Passed by unanimous decision.

2. SWEARING IN OF OFFICERS

Code Enforcement Manager Robin Hough, Code Enforcement Supervisor Thomas Sapp, Code Enforcement Officers Dianna Durbin, Marianne Lopez, Sandra Leon, Lester Holly, Maureen Bennett, Gabino Cortes, Building Official Michael Savage, Licensing and Permit Supervisor Ryan Arbuckle were sworn in to be under oath.

3. NEW BUSINESS**3.1 866631 LR SPORTSMAN'S COVE RESORT LLC**

Removed

3.2 959605 MB NANCY YAMILETH MIRALDA AND ELSA TURCIOS

Code Enforcement Officer Maureen Bennett presented the case, submitted proof of service, evidence and gave testimony. Respondent Nancy Yamileth was present and gave testimony.

Hunter Street made a motion that this Board find Nancy Yamileth Miralda and Elsa Turcios violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, and direct them to clear the violation on or before July 3, 2025, or be fined \$50 a day for each day the violation continues past the date set for compliance up to a maximum of \$3,000. Second by John Welch. Passed by unanimous decision.

3.3 975817 DD ZEBASTIAN BOLDUC

Code Enforcement Officer Dianna Durbin presented the case, submitted proof of service, evidence and gave testimony. Marion County Building Official Michael Savage and Assistant County Attorney Dana Olesky gave testimony. Respondent Zebastian Bolduc and respondent's representative Adam Roza were present and gave

testimony.

Hunter Street made a motion that this Board uphold the Building Official's determination of the unsafe structure and direct Zebastian Bolduc to obtain the building permits necessary to demolish or repair and rehabilitate the structure on or before September 4, 2025, or authorize Marion County to abate the violation and charge the owner with the cost of the demolition. Second by Dennis Strow. Passed by unanimous decision.

3.4 961179 SL RUSTY JOE SINCLAIR AND KITTY SINCLAIR

Code Enforcement Officer Sandra Leon presented the case, submitted proof of service, evidence and gave testimony. Respondent Kitty Sinclair was present and gave testimony.

Dennis Strow made a motion that this Board find Rusty Joe Sinclair and Kitty Sinclair violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and Marion County Land Development Code, Article 4, Division 3, Section 4.3.21, Parking of commercial vehicles; and direct them to clear the violations on or before July 3, 2025, or be fined \$100 a day for each day the violations continue past the date set for compliance up to a maximum of \$6,000. Second by Hunter Street. Passed by unanimous decision.

3.5 968768 SL ANGELO GARCIA

Code Enforcement Manger Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Respondent Angelo Garcia was not present.

Hunter Street made a motion that this Board find Angelo Garcia violated Marion County Land Development Code, Article 4, Division 2, Section 4.2.6, Residential Zoning Classifications, by having accessory use without a principal structure; and direct him to clear the violation on or before June 5, 2025, or be fined \$50 a day for each day the violation continues past the date set for compliance up to a maximum of \$3,000. Second by John Welch. Passed by unanimous decision.

3.6 972033 SL SCHRADER LIVING TRUST

Code Enforcement Manger Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Respondent Schrader Living Trust was not present.

Dennis Strow made a motion that this Board find Schrader Living Trust violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and Marion County Land Development Code, Article 4, Division 2, Section 4.2.6, Residential Zoning Classifications, by repairing vehicles in an improper zone; and direct them to clear the violations on or before June 5, 2025, or be fined \$100 a day for each day the violations continue past the date set for compliance up to a maximum of \$6,000. Second by Hunter Street. Passed by unanimous decision.

3.7 973192 SL SAM BAKER JR

Code Enforcement Officer Sandra Leon presented the case, submitted proof of service, evidence and gave testimony. Respondent Sam Baker Jr and respondent's friend Gerald Wright were present and gave testimony.

Hunter Street made a motion that this Board find Sam Baker Jr violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, Marion County Land Development Code, Article 4, Division 2, Section 4.2.6 Residential Zoning Classifications, by occupying an RV in an improper zoning classification, Marion County Land Development Code, Article 4, Division 3, Section 4.3.6, Manufactured home, park trailer, and recreational vehicle regulations, by not having a temporary RV permit, and Marion County Land Development Code, Article 4, Division 3, Section 4.3.21, Parking of commercial vehicles; and direct him to clear the violations on or before July 31, 2025, or be fined \$200 a day for each day the violations continue past the date set for compliance up to a maximum of \$12,000. Second by John Welch. Passed by unanimous decision.

3.8 940265 LH BRUCE ALLEN RANDALL AND WENDY WRIGHT

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Respondent Bruce Allen Randall and Wendy Wright were not present.

Dennis Strow made a motion that this Board find Bruce Allen Randall and Wendy Wright violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, and Marion County Land Development Code, Article 4, Division 2, Section 4.2.27, M-1 Commercial Zoning Classifications, by occupying an RV in an improper zoning classification; and direct them to clear the violations on or before June 5, 2025, or be fined \$100 a day for each day the violations continue past the date set for compliance up to a maximum of \$6,000. Second by Hunter Street. Passed by unanimous decision.

3.9 944279 LH TAMMY LEE HILL a/k/a TAMMI LEE HILL

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Respondent Tammy Lee Hill a/k/a Tammi Lee Hill was not present.

Dennis Strow made a motion that this Board find Tammy Lee Hill a/k/a Tammi Lee Hill violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, and direct her to clear the violation on or before June 5, 2025, or be fined \$50 a day for each day the violation continues past the date set for compliance up to a maximum of \$3,000. Second by John Welch. Passed by unanimous decision.

3.10 955496 LH BREASHAY MITCHELL

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Respondent Breashay Mitchell was not

present.

Dennis Strow made a motion that this Board find Breashay Mitchell violated Marion County Land Development Code, Article 4, Division 2, Section 4.2.3, A-1 agricultural zoning classifications, by occupying RVs in an improper zoning classification; and direct her to clear the violation on or before June 5, 2025, or be fined \$50 a day for each day the violation continues past the date set for compliance up to a maximum of \$3,000. Second by John Welch. Passed by unanimous decision.

3.11 958614 LH JOHN J ZACCO AND PAMELA C ZACCO

Code Enforcement Lester Holly presented the case, submitted proof of service, evidence and gave testimony. Code Enforcement Manager Robin Hough gave testimony. Respondent John J Zacco was present and gave testimony.

Dennis Strow made a motion that this Board find John J Zacco and Pamela C Zacco violated Marion County Land Development Code, Article 2, Division 22, Section 2.22.1, Right-of-way utilization; the violation has been cleared; however, the case has been presented in the event any future recurrence may be treated as a repeat violation. Second by Hunter Street. Passed by unanimous decision.

3.12 964998 LH FELICIA MENNENGA

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Respondent Felicia Mennenga was not present.

Dennis Strow made a motion that this Board find Felicia Mennenga violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and Marion County Code, Chapter 2, Article V, Sections 2-205(c) and 2-207(a), Repeat violation; and that she be fined \$500 for the repeat violation and further be directed to clear the violation on or before June 5, 2025, or be fined \$100 a day for each day the violation continues past the date set for compliance up to a maximum of \$6,000. Second by John Welch. Passed by unanimous decision.

3.13 969417 LH DENISE M JOHNSON

Code Enforcement Officer Lester Holly presented the case, submitted proof of service, evidence and gave testimony. Respondent Denise M Johnson was present and gave testimony.

Dennis Strow made a motion that this Board find Denise M Johnson violated Marion County Code, Chapter 15, Article II, Section 15-39; Building numbers not properly displayed, and Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, and direct her to clear the violations on or before July 31, 2025, or be fined \$50 a day for each day the violation continues past the date set for compliance up to a maximum of \$3,000. Second by John Welch. Passed by unanimous decision.

3.14 966273 ML JONATHAN TAYLOR

Code Enforcement Manager Robin Hough presented the case, submitted proof of

service, evidence and gave testimony. Respondent Jonathan Taylor was not present.

Dennis Strow made a motion that this Board find Jonathan Taylor violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles. Marion County Code, Chapter 15, Article II, Section 15-39, Failure to properly display assigned building numbers. Marion County Land Development Code, Article 2, Division 22, Section 2.22.1, Right-of-way utilization; and direct him to clear the violations on or before June 5, 2025, or be fined \$100 a day for each day the violations continue past the date set for compliance up to a maximum of \$6,000. Second by John Welch. Passed by unanimous decision.

3.15 968852 ML JOAN M HENRY AND SABRINA T GRANT

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Code Enforcement Officer Marianne Lopez gave testimony. Respondents Joan M Henry and Sabrina T Grant were not present.

Dennis Strow made a motion that this Board find Joan M Henry and Sabrina T Grant violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, Marion County Code, Chapter 16, Article III, Section 16-91, Litter, and Marion County Code, Chapter 2, Article V, Sections 2-205(c) and 2-207(a), Repeat violation; and that they be fined \$500 for the repeat violation and further be directed to clear the violations on or before June 5, 2025, or be fined \$150 a day for each day the violations continue past the date set for compliance up to a maximum of \$9,000. Second by John Welch. Passed by unanimous decision.

3.16 968994 ML JAMES MCCLANE

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Respondent James McClane was not present.

Hunter Street made a motion that this Board find James McClane violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, Marion County Code, Chapter 2, Article V, Sections 2-205(c) and 2-207(a), Repeat violation; and Marion County Land Development Code, Article 4, Division 2, Section 4.2.6. Requirements for all residential zoning classifications, by occupying an RV in an improper zoning classification; and that he be fined \$500 for the repeat violation and further be directed to clear the violations on or before June 5, 2025, or be fined \$150 a day for each day the violations continue past the date set for compliance up to a maximum of \$9,000. Second by Dennis Strow. Passed by unanimous decision.

3.17 969156 ML JAMES E RODGERS

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Respondent James E Rodgers was not present.

Dennis Strow made a motion that this Board find James E Rodgers violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, Marion County Code, Chapter 16, Article III, Section 16-91, Litter, Marion County Code, Chapter 15, Article II, Section 15-39, Failure to properly display assigned building numbers, and Marion County Code, Chapter 2, Article V,

Sections 2-205(c) and 2-207(a), Repeat violation; and that he be fined \$1,000 for the repeat violation and further be directed to clear the violations on or before June 5, 2025, or be fined \$200 a day for each day the violations continue past the date set for compliance up to a maximum of \$12,000. Second by John Welch. Passed by unanimous decision.

3.18 969917 SL IVAN MARRERO MENDEZ

Code Enforcement Officer Sandra Leon presented the case, submitted proof of service, evidence and gave testimony. Code Enforcement Officer Cortes translated for the respondent Ivan Marrero Mendez who was present and gave testimony.

Dennis Strow made a motion that this Board find Ivan Marrero Mendez violated Marion County Land Development Code, Article 4, Division 3, Section 4.3.21, Parking of commercial vehicles; the violation has been cleared; however, the case has been presented in the event any future recurrence may be treated as a repeat violation. Second by Hunter Street. Passed by unanimous decision.

3.19 971087 ML VINCENT W AVENI

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Respondent Vincent W Aveni was not present.

John Welch made a motion that this Board find Vincent W Aveni violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, Marion County Land Development Code, Article 4, Division 2, Section 4.2.6, Requirements for all residential zoning classifications, by occupying an RV in an improper zoning classification; and Marion County Code, Chapter 2, Article V, Sections 2-205(c) and 2-207(a), Repeat violation; and that he be fined \$500 for the repeat violation and further be directed to clear the violations on or before June 5, 2025, or be fined \$150 a day for each day the violations continue past the date set for compliance up to a maximum of \$9,000. Second by Hunter Street. Passed by unanimous decision.

3.20 973029 ML KRISTEN MASON BOND, MICHELLE MASON, THOMAS N MASON JR AND DUSTIN MASON

Cleared and Removed

3.21 973031 ML CODY D SHOWALTER AND KRYSTIN L SHOWALTER

Code Enforcement Officer Marianne Lopez presented the case, submitted proof of service, evidence and gave testimony. Licensing and Permit Supervisor Ryan Arbuckle gave testimony. Respondent Cody D Showalter was present and gave testimony.

Hunter Street made a motion that this Board find Cody D Showalter and Krystin L Showalter violated Marion County Land Development Code, Article 4, Division 2, Section 4.2.6, Zoning Classifications, by having accessory use without a principal structure, and Marion County Land Development Code, Article 4, Division 3, Section 4.3.27, Accessory Structures, by having accessory structure without a principal structure located on the property; and direct them to clear the violations on or before September 4, 2025, or be fined \$100 a day for each day the violations

continue past the date set for compliance up to a maximum of \$6,000. Second by John Welch. Passed by unanimous decision.

3.22 973389 ML LAURA JANE CARACCIOLO

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Respondent Laura Jane Caracciolo was not present.

John Welch made a motion that this Board find Laura Jane Caracciolo violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and Marion County Code, Chapter 15, Article II, Section 15-39, Failure to properly display assigned building numbers; and direct her to clear the violations on or before June 5, 2025, or be fined \$50 a day for each day the violations continue past the date set for compliance up to a maximum of \$3,000. Second by Hunter Street. Passed by unanimous decision.

4. PRIOR ORDERS IMPOSING FINES

THE CODE ENFORCEMENT BOARD HAS PREVIOUSLY FOUND THE FOLLOWING CASES TO BE IN VIOLATION. AT THIS TIME THE BOARD SECRETARY WILL ADVISE THE BOARD AS TO WHETHER AN AFFIDAVIT OF CONTINUING VIOLATION WAS SUBMITTED OR IF THE VIOLATION CLEARED PER PRIOR ORDER. IF AN AFFIDAVIT OF CONTINUING VIOLATION HAS BEEN SUBMITTED, FINES MAY BE IMPOSED ON SUCH CASES AT THIS TIME.

4.1 879428 RH BARBARA BUTLER AND ADELBERT WATSON BUTLER JR

Code Enforcement Manager Robin Hough, respondents Barbara and Adelbert Butler were present and gave testimony.

Dennis Strow made a motion that the Board extend the compliance date to July 31, 2025. Second by John Welch. Passed by unanimous decision.

4.2 902184 LR GLENDINA MACKEY, CLARK BUIE JR, DONALD BUIE, KIM CASTOR, CHERYL JONES AND KEISHA BUIE

Cleared per prior order

4.3 902185 LR GLENDINA MACKEY, CLARK BUIE JR, DONALD BUIE, KIM CASTOR, CHERYL JONES AND KEISHA BUIE

Dennis Strow asked about the mix-up in the permits, Licensing and Permit Supervisor Ryan Arbuckle gave testimony. The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by John Welch. Passed by unanimous decision.

4.4 907430 SA ANGEL FLORES AND EVETTE FLORES

Cleared per prior order

4.5 922487 SL SOLID ROCK FOUNDATION OF MARION COUNTY INC

Code Enforcement Officer Sandra Leon, respondent Thomas Duncan and respondent's friend Ruthanna Smith were present and gave testimony.

Hunter Street made a motion that the Board extend the compliance date to July 31, 2025, vacate the order for abatement, upon failure to timely comply and instead upon notification by the Code Inspector that this Order has not been complied with by the time set forth, the Board orders the violator(s) to pay a fine of \$50 per day, for each day the violation continues past the date set for compliance up to a maximum of \$3,000. Second by Dennis Strow. Passed by unanimous decision.

4.6 934717 SA HARRY KALKAI AND LYN RAYER KALKAI

Cleared per prior order

4.7 934954 EN WILLIAM P VON KORFF AND HEIDI VON KORFF

Cleared per prior order

4.8 949891 ML RICHARD DAVIDSON AND CHERYL DAVIDSON

Cleared per prior order

4.9 960904 MB MONICA SINK

Code Enforcement Officer Maureen Bennett, respondent Monica Sink were present and gave testimony.

John Welch made a motion that the Board extend the compliance date to July 31, 2025. Second by Dennis Strow. Passed by unanimous decision.

4.10 960927 MB MONICA SINK

Code Enforcement Officer Maureen Bennett, respondent Monica Sink were present and gave testimony.

Hunter Street made a motion that the Board extend the compliance date to July 31, 2025. Second by John Welch. Passed by unanimous decision.

4.11 963117 SL WILLIAM STANLEY A/K/A WILLIAM CHARLES STANLEY

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior

Order. Second by John Welch. Passed by unanimous decision.

4.12 965828 ML JAMES EIGENRAUCH AND KAREN EIGENRAUCH

Code Enforcement Officer Marianne Lopez, respondent James Eigenrauch and respondent's son James Eigenrauch Jr were present and gave testimony.

Hunter Street made a motion that the Board extend the compliance date to July 31, 2025. Second by John Welch. Passed by unanimous decision.

4.13 966656 SL WILLIAM D TRIVETTE EST

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by John Welch. Passed by unanimous decision.

4.14 969044 SL CLARISSA ROBINSON

Cleared per prior order

4.15 969476 GC D32 INVEST LLC

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by John Welch. Passed by unanimous decision.

4.16 970448 GC LASHONA LEFTWICH

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by John Welch. Passed by unanimous decision.

5. OLD BUSINESS

5.1 NONE

6. REQUEST TO APPEAR

6.1 961267 RH RUPNARAIN PROPERTIES LLC AND MRB AUTO SALES INC

Code Enforcement Manager Robin Hough, respondent Munie Rupnarain were present and gave testimony.

Dennis Strow made a motion that the Board deny the request to extend the compliance date. Second by John Welch. Passed by unanimous decision.

7. REQUEST FOR REHEARING

7.1 584559 BP ESTATE OF JOYCE M LOCKRIDGE

Code Enforcement Manager Robin Hough, respondent Bedford Greene were present and gave testimony.

Hunter Street made a motion that the Board recommends to the Marion County Board of County Commissioners that the lien as levied under its Prior Order be rescinded, upon payment of applicable administrative costs. Second by Dennis Strow. Passed by unanimous decision.

7.2 932492 SL LYNDON AHMAD RASHAD KNOWLES AND FLOR DENIS FAMILIA

Code Enforcement Manager Robin Hough, respondent's attorney Bob Wilson representing MC Cattle Co. LLC were present and gave testimony.

Hunter Street made a motion that the Board recommends to the Marion County Board of County Commissioners that the lien as levied under its Prior Order be rescinded, upon payment of applicable administrative costs. Second by Dennis Strow. Passed by unanimous decision.

8. PUBLIC COMMENT – Limited to 2 minutes

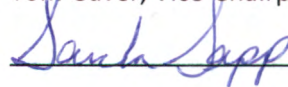
8.1 NONE

There being no further business Hunter Street made a motion to adjourn. Second by John Welch.

Passed by unanimous decision. The meeting was adjourned at 11:45 a.m.



Tom Gaver, Vice-Chairperson



Board Secretary

Adopted by the Board on this 11 day of June, 2025.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19564

Agenda Date: 7/1/2025

Agenda No.: 14.5.3.

SUBJECT:

Development Review Committee - June 2, and 9, 2025

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Development Review Committee - June 2, and 9, 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, June 2, 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)
Michelle Sanders for 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)
Ken Weyrauch (Planning/Zoning)
Liz Madeloni (Planning/Zoning)
Erik Kramer (Planning/Zoning)
Susan Heyen (Landscape/Parks)
Linda Blackburn (Legal)
Alexander Turnipseed (Office of the County Engineer)
Kevin Vickers (Office of the County Engineer)
Don Watson (Office of the County Engineer)
Dane Scott (Office of the County Engineer)
Aaron Pool (Office of the County Engineer)
Kelly Hathaway (Office of the County Engineer)
Debbie Lovell (Office of the County Engineer)

2. PLEDGE OF ALLEGIANCE

3. ADOPT THE FOLLOWING MINUTES:

3.1. May 19, 2025

Motion by Michelle Sanders to approve the minutes, seconded by Michelle Fanelli

Motion carried 5-0

4. PUBLIC COMMENT: None

5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

5.1. Debonair Estates - Final Plat

Project #2020090102 #32856

Rogers Engineering

5.2. Michelle Branham Property - Waiver Request for Family Division

Project #2024080022 #32858 Parcel #39274-001-00

Tyler Pulvermuller

LDC 2.16.1.B(10) - Family Division

CODE state 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 give her son, Tyler Pulvermuller, 1.05 acres.

- 5.3. Calesa Township - Chestnut Grove - Preliminary Plat**
Project #2025010020 #32356
Tillman & Associates Engineering

Motion by Michelle Sanders to approve items 5.1 through 5.3 on the consent agenda,
seconded by Michelle Fanelli
Motion carried 5-0

6. SCHEDULED ITEMS:

- 6.1. Freedom Commons Ph 1 - Standalone Waiver Request**
Armstrong Freedom Commons Ph 1; Marion Ranch Phase 1
Project #2021110094 #32794 Parcel #35623-007-01
Tillman & Associates Engineering

LDC 6.8.6.A - Buffers

CODE states It is the intent of this section to eliminate or reduce the negative impacts of the adjacent uses upon each other such that the long-term continuance of either use is not threatened by such impacts and the uses may be considered compatible.

APPLICANT states Part A: Request waiver to allow the existing trees and underbrush along the west boundary to satisfy requirements instead of the proposed hedge and trees. The existing trees (a mix of oaks and pines) and underbrush meet tree and screening requirements. Any remaining visual gaps in the underbrush will be planted with drought tolerant (unirrigated) shrubs and grasses to attain a height of three to four feet. Part B: Buffer is currently located in Marion County owned right-of-way. As agreed upon, additional planted screening, necessary to fill any gaps, will be planted after said right-of-way is vacated. Applicant requests final site clearance with approval of this waiver.

Motion by Steven Cahoon to approve the waiver, seconded by Michelle Fanelli
Motion carried 5-0

- 6.2. Freedom Commons Phase 5 (Previously Approved AR#31041)**
Standalone Waiver Request
Project #2024010034 #32857 Parcel #35730-000-00
Tillman & Associate Engineering

LDC 6.8.6.K(5) - Buffers

CODE states E-Type buffer shall consist of a five-foot wide landscape strip without a buffer wall. The buffer shall contain at least four shade trees for every 100 lineal feet or fractional part thereof. Shrubs shall be planted in a double-staggered row and be capable of reaching a maintained height of six feet within three years. Groundcovers and/or turfgrass shall not be used in this buffer.

APPLICANT requests a waiver pursuant to the development conditions (#210805Z approved 8/17/2021) and the approved master plan (#27553 approved 12/19/22), a type 'E' buffer is required along the west boundary (along The Pines at Ocala

Crossings South). Due to the comparable lots at Ocala Crossings (40' wide lots) and Freedom 5 (50' wide lots), the west buffer is not required per LDC between these compatible uses. Additionally, Ocala Crossings has installed a privacy fence along the existing lots between the two developments. This waiver request is to obtain confirmation the buffer is not required, and to allow subsequent master plans to show it as such.

Motion by Steven Cahoon to deny the waiver, seconded by Michelle Fanelli

Motion carried 5-0

6.3. Shiflett Property- Waiver Request to Major Site Plan

12101 N Magnolia Ave Bldg Office Ocala

Project #2025050039 #32848 Parcel #08458-001-01

Tillman & Associates Engineering

LDC 2.21.1.A(1) - Major Site Plan

CODE states a Major 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 exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests a waiver for residential project on 5.72 acres (A1). Owner to add 2,362 square feet impervious coverage for a pool and patio and 2,500 square feet future impervious allowance. Existing impervious is 41,399 square feet (16.62%) per MCPA. Total impervious will be 46,261 square feet (18.57%). Applicant request approval of waiver to work with staff on a mutually and agreeable solution for stormwater controls.

Motion by Steven Cahoon to approve the waiver contingent on easement being provided that shows legal access to drain to that DRA or if applicant is unable to gain easement that there be improvements made on the property that meet 1. The applicant providing controls for the excess run-off generated by the 100-year 24hr storm 2. A permit hold will be in effect until a sketch of the controls is provided and approved by stormwater department 3. A final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Tony Cunningham

Motion carried 5-0

6.4. Multi-Family NW 57th Ct - 1 Quadruplex - Waiver Request to a Minor Site Plan in Review

Project #2025020048 #32505 Parcel #2164-003-013

Linn Engineering and Design

LDC 6.8.6.K(1) - Buffers

CODE states A-Type buffer shall consist of a 30-foot wide landscape strip without a buffer wall. The buffer shall contain at least three shade trees and five accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer area and shall form a layered landscape screen with a minimum

height of three feet achieved within one year of planting.
APPLICANT requests a waiver to reduce the buffer size from 30-foot to 15-foot

Motion by Steven Cahoon to deny the waiver, seconded by Michelle Fanelli

Motion carried 5-0

LDC 6.12.12 - Sidewalks

CODE states at the discretion of the Development Review Committee, in lieu of construction along external streets, the developer may pay a sidewalk fee to the County in an amount necessary to complete construction. This amount shall be determined by the project engineer and approved by the County with payment required prior to final plan approval. The County may use these funds toward the construction of sidewalks throughout the County based on priorities established by the Board.

APPLICANT requests a waiver to pay the fee in lieu of construction

Motion by Steven Cahoon to approve the waiver with caveat no fee in lieu of, just no sidewalk required, seconded by Tony Cunningham

Motion carried 5-0

6.5. Multi-Family NW 57th Ct - 1 Quadruplex - Waiver Request to a Minor Site Plan in Review

**Project #2025020020 #32468 Parcel #2164-003-011
Linn Engineering and Design**

LDC 6.8.6.K(1) - Buffers

CODE states A-Type buffer shall consist of a 30-foot wide landscape strip without a buffer wall. The buffer shall contain at least three shade trees and five accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer area and shall form a layered landscape screen with a minimum height of three feet achieved within one year of planting.

APPLICANT requests a waiver to reduce the buffer size from 30-foot to 15-foot

Motion by Steven Cahoon to deny the waiver, seconded by Michelle Fanelli

Motion carried 5-0

LDC 6.12.12 - Sidewalks

CODE states at the discretion of the Development Review Committee, in lieu of construction along external streets, the developer may pay a sidewalk fee to the County in an amount necessary to complete construction. This amount shall be determined by the project engineer and approved by the County with payment required prior to final plan approval. The County may use these funds toward the construction of sidewalks throughout the County based on priorities established by the Board.

APPLICANT requests a waiver to pay the fee in lieu of construction

Motion by Steven Cahoon to approve the waiver and no fee in lieu of, seconded by Tony Cunningham

Motion carried 5-0

6.6. Multi-Family NW 58th Ct - Waiver Request to a Minor Site Plan in Review

Project #2024040100 #31472 Parcel #2164-001-014
Linn Engineering and Design

LDC 6.8.6.K(1) - Buffers

CODE states A-Type buffer shall consist of a 30-foot wide landscape strip without a buffer wall. The buffer shall contain at least three shade trees and five accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer area and shall form a layered landscape screen with a minimum height of three feet achieved within one year of planting.

APPLICANT requests a waiver to reduce the buffer size from 30-foot to 15-foot

Motion by Steven Cahoon to deny the waiver, seconded by Tony Cunningham

Motion carried 5-0

LDC 6.12.12 - Sidewalks

CODE states at the discretion of the Development Review Committee, in lieu of construction along external streets, the developer may pay a sidewalk fee to the County in an amount necessary to complete construction. This amount shall be determined by the project engineer and approved by the County with payment required prior to final plan approval. The County may use these funds toward the construction of sidewalks throughout the County based on priorities established by the Board.

APPLICANT requests a waiver to pay the fee in lieu of construction

Motion by Steven Cahoon to approve the waiver, no fee in lieu of, seconded by Tony Cunningham

Motion carried 5-0

6.7. New Highschool School CCC - Waiver Request to Major Site Plan in Review

1350 SW 165th St Ocala
Project #2024090034 #32003 Parcel #44849-000-00
Marion County Public Schools

LDC 6.10.2 - General Requirements

CODE states an application for any new development or expansion of existing development, located within a high recharge or karst sensitive area as designated by the appropriate water management district or Marion County maps shall submit an analysis of site conditions in sufficient detail to define hydraulic and geologic conditions which may guide mining, land development, or construction activities on the proposed site.

APPLICANT requests a waiver to the Karst Analysis requirement. A review checklist for MCPS projects is in process with Marion County administrative staff and is expected to be limited to issues of health, safety, and those that impact County facilities or rights-of-way.

Motion by Steven Cahoon to approve the waiver, seconded by Tony Cunningham

Motion carried 5-0

LDC 7.1.3 - Drainage Construction Specifications

CODE states the use of reinforced concrete pipe shall conform to FDOT Standard Specifications. Other pipe material may be allowed if on the FDOT Qualified Products List (QPL), and with the approval of the County Engineer. For projects that are to be maintained by the County, justification for use of material other than reinforced concrete pipe shall include, but not be limited to data and values of water levels, soil conditions, resistivity, pH, chlorides and sulfates. For County projects, a value engineering proposal shall be provided with the justifications for the use of other than reinforced concrete pipe.

APPLICANT requests a waiver from pipe material requirement. A review checklist is in process with Marion County administrative staff and is expected to be limited to issues of health, safety, and those that impact County facilities or rights-of-way.

Motion by Steven Cahoon to approve the waiver, seconded by Tony Cunningham

Motion carried 5-0

LDC 6.13.8 - Pipe Size

CODE states sizes. Stormwater conveyance pipes and cross culverts shall be a minimum of 18 inches diameter or equivalent. Driveway culverts shall be a minimum of 15 inches diameter or equivalent for residential use and a minimum of 18 inches diameter or equivalent for commercial use. Roof drains, prior to connection to the overall stormwater system, are exempt from minimum diameter requirements.

APPLICANT requests a waiver from pipe size requirement. A review checklist is in process with Marion County administrative staff and is expected to be limited to issues of health, safety, and those that impact County facilities or rights-of-way.

Motion by Steven Cahoon to approve the waiver contingent that 15" infrastructure is not within Marion County right-of-way, seconded by Tony Cunningham

Motion carried 5-0

LDC 6.13.7 - Geotechnical Criteria

CODE states number of tests. At least two tests shall be performed within the boundary of each proposed retention/detention area. For each half acre of pond bottom area and for each lineal retention/detention area of 250 feet, an additional test shall be conducted. The County Engineer or his designee, may require additional tests if the initial tests indicate the need for them.

APPLICANT requests a waiver from number of borings per DRA. A review checklist is in process with Marion County administrative staff and is expected to be limited to issues of health, safety, and those that impact County facilities or rights-of-way.

Motion by Steven Cahoon to approve the waiver, seconded by Tony Cunningham

Motion carried 5-0

- 6.8. **Baseline Road Industrial - Waiver Request to Major Site Plan in Review**
6259 SE 78th St Ocala
Project #2024050052 #32452 Parcel #37490-000-00
Kimley-Horn & Associates

This item was tabled by DRC on 3/31/25 and 4/7/25. This is a request to be reheard.

LDC 6.13.6.A(3)(c) - Stormwater Quality Criteria

CODE states Dry retention systems that have a depth of six feet or less, measured from top of bank to pond bottom, with side slopes that are no steeper than 4:1 and sodded bottoms.

APPLICANT requests waiver to allow a stormwater pond depth of 7.5 feet. Similar pond depths have been approved on like-use projects in the County. Geotechnical borings do not indicate karst features area present in the pond excavation.

Motion by Steven Cahoon to untable, seconded by Michelle Sanders

Motion carried 5-0

Motion by Steven Cahoon to approve the waiver request, seconded by Tony Cunningham

Motion carried 5-0

- 6.9. **Westwood Trails PUD (FKA Villa Verde PUD) Preliminary Plat - Waiver Request to Preliminary Plat in Review**
7875 SW 75th Ave Ocala
Project #2023050058 #32332 Parcel #35461-000-00
Mastroserio Engineering

LDC 2.12.8 - Current boundary and topographic survey

CODE states Current boundary and topographic survey (one-foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.

APPLICANT requests a waiver to not require an updated topographic survey for the development. No changes have been made to the site.

Motion by Steven Cahoon to approve waiver with reminder that when submitting for final plat all title work be shown on survey, seconded by Michelle Sanders

Motion carried 5-0

LDC 6.12.9.K - Subdivision roads and related infrastructure

CODE states Centerline radii shall be designed to accommodate the minimum design speed of 30 mph for subdivision local and minor local roads, 40 mph for major local and collector roads, and 45 mph for arterial roads in accordance with FDOT and AASHTO Standards.

APPLICANT requests waiver to allow the roadway centerlines that do not meet the 30-mph design speed to remain as is. The developer will install advanced warning signs at these locations.

Motion by Steven Cahoon to approve waiver contingent on signs installed be consistent with MUTCD, seconded by Tony Cunningham

Motion carried 5-0

LDC 6.3.1.C(3) - Final plat requirements

CODE states Dimensions and locations of all lots, tracts, parcels, blocks, and rights-of-way, with each lot, tract, parcel, and block individually distinguishable, located, and identified. For corner lots, show the restricted areas where driveways cannot be placed.

LDC 6.11.5.D(4) - Driveway access

CODE states No driveway shall be located within the sight triangle at corners. Refer to Table 6.11-1 and details in Section 7.3.1. Driveway to corner lots shall be located no closer than the lesser of half of the lot width or 50 feet from the end of the radius. Driveway restriction areas shall be graphically shown on Final Plats for corner lots in compliance with this section.

APPLICANT states that the Code states "no closer than the lesser of 1/2 the lot width or 50 ft from end of radius". Requesting a waiver to allow for this distance to be reduced due to the minimum corner lot size is 60 feet wide and the driveway spacing will not meet the distance as required by code. This is a private road subdivision with low speed traffic. Detail is shown on first sheet for preliminary plat.

Applicant withdrew

Motion by Tony Cunningham to open Public Comment, seconded by Michelle Fanelli

Motion carried 5-0

- 6.10. Arden Of Ocala - Rezoning to PUD With Master Plan
Crosspointe Estates Residential Subdivision PUD High Point
Apartments
6650 SE Maricamp Rd Ocala
Project #2007120013 #32799 Parcel #37471-013-00
Dave Schmitt, P.E.

Motion by Steven Cahoon to continue for six months, seconded by Michelle Sanders

Motion carried 5-0

- 6.11. Quire, Stout & McCord River House - Waiver Request to Major Site Plan
9677 SW 190th Avenue Rd Dunnellon
Project #2025050040 #32849 Parcel #34651-000-00
Genesis Construction & Management

LDC 2.21.1.A(1) - Major Site Plan

CODE states a Major 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 exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests a waiver to add additional impervious for new screen porch and connecting sidewalks, total of 432 square feet.

Applicant withdrew

- 6.12. Devault Concrete Pool - Waiver Request to Major Site Plan**
1361 SE 63rd Court Rd Ocala
Project #2025050061 #32878
Parcel #3188-037-000 Permit #2025032839
Koah Pools

LDC 2.21.1.A(1) - Major Site Plan

CODE states A Major 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 exceed any of the following thresholds: (1) Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet. APPLICANT states permit denied due to impermeable areas. Requested waiver and updated site plan.

Motion by Steven Cohoon to approve the waiver request subject to 1. The applicant providing controls for the excess run-off generated by the 100-year 24hr storm 2. A permit hold will be in effect until a sketch of the controls is provided and approved by stormwater department 3. A final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Tony Cunningham

Motion carried 5-0

- 6.13. Miller, Robert & Dawnaian S. - Waiver Request for Family Division**
Project #2003050014 #32812 Parcel # 09865-000-14
Robert and Dawnaian S. Miller

LDC 2.16.1.B(10) - Family Division

CODE state 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 for a family division to deed 3 acres to his son and to waive the 40' non-exclusive easement, to have two separate driveways.

Motion by Steven Cahoon to approve the waiver request and to waive 40' non exclusive easement for driveways, seconded by Tony Cunningham

Motion carried 5-0

**6.14. Ted and Nancy Costello - Waiver Request for Family Division
Project #2025050034 #32840 Parcel # 36658-001-00
James Hartley**

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 to divide the parent parcel to convey the newly created parcel (approx. 5 acres) to their son and daughter in-law.

Motion by Tony Cunningham to approve the waiver request and stormwater requirements be added should future site come in for improvements, seconded by Steven Cahoon

Motion carried 5-0

6.15. Richard Monroe - Waiver Request for Family Division
Project #2025050041 #32851 Parcel # 41510-002-00
Richard Monroe

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 of 5 acres to their daughter, Heaven Monroe.

Motion by Tony Cunningham to approve the waiver request for family division with condition of looking at stormwater through the permitting process when they go to build on the parcel, seconded by Michelle Sanders

Motion carried 5-0

7. CONCEPTUAL REVIEW ITEMS: NONE

8. DISCUSSION ITEMS: NONE

9. OTHER ITEMS:

How items are arranged on the agenda were discussed

Motion by Tony Cunningham to adjourn, seconded by Michelle Fanelli

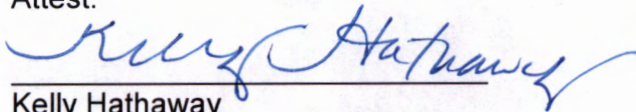
Motion carried 5-0

10. ADJOURN: 11:44 AM



Michael Savage, Chairman

Attest:



Kelly Hathaway
Development Review Coordinator



Marion County

Development Review Committee

Meeting Minutes

412 SE 25th Ave
Ocala, FL 34471
Phone: 352-671-8686

Monday, June 9, 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)
Doug Hinton for Steven Cohoon (County Engineer)
Chuck Varadin (Growth Services Director)
Tony Cunningham (Utilities Director)

OTHERS PRESENT:

Ken Odom (Planning/Zoning)
Elizabeth Madeloni (Planning/Zoning)
Sara Wells (Planning/Zoning)
Susan Heyen (Parks)
Michelle Sanders (911 Management)
Linda Blackburn (Legal)
Alexander Turnipseed (Office of the County Engineer)
Dane Scott (Office of the County Engineer)
Don Watson (Office of the County Engineer)
Aaron Pool (Office of the County Engineer)
Debbie Lovell (Office of the County Engineer)
Kelly Hathaway (Office of the County Engineer)

2. PLEDGE OF ALLEGIANCE

3. ADOPT THE FOLLOWING MINUTES:

3.1. June 2, 2025

Motion by Ken McCann to approve the minutes, seconded by Tony Cunningham

Motion carried 5-0

4. PUBLIC COMMENT: None

5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

5.1. Screen Enclosure and Pool Deck Extension - Waiver Request to Major Site Plan

7146 SE 12th Cir Ocala

Project #2025050072 #32901

Parcel #3634-022-000 Permit #2025052054

JPI Construction

LDC 2.21.1.A(1) Major Site Plan

CODE states a Major 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 exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests a waiver and the homeowner wants to expand existing pool deck (12ft)

5.2. Dunnellon Community Church - Major Site Plan

Project #2012050018 #31743

Radcliffe Engineering

5.3. Diamond "A" Shopping Center - Preliminary Plat

Project #2024080096 #31953

Tillman & Associates Engineering

Motion by Ken McCann to approve items 5.1 through 5.3 on the consent agenda, seconded by Chuck Varadin

Motion carried 5-0

6. SCHEDULED ITEMS:

6.1. The Ole Oak Village - Waiver Request to Major Site Plan in Review

11987 S US HWY 301 Belleview

Project #2022120053 #31223 Parcel #38538-000-00

Tillman & Associates Engineering

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 requests waiver to have roadway improvement details reviewed for the Major Site Plan In lieu of Improvement Plans. Roads will be privately owned and maintained. No platting of the site.

Motion by Doug Hinton to deny the waiver, seconded by Chuck Varadin

Motion carried 5-0

- 6.2. **Brooker Family Living Trust - Waiver Request for Family Division**
Project #2025050073 #32903 Parcel # 04631-002-00
Ashley Thompson

LDC 2.16.1.B(10) - Family Division

CODE state 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 3.88-acre family division parcel from the parent parcel of 15.06 deeded to the son, George Michael Brooker.

Motion by Chuck Varadin to approve the waiver, seconded by Tony Cunningham

Motion carried 5-0

- 6.3. **Lindale Office/Multipurpose Room Renovation with Covered Porch Addition - Waiver Request to Major Site Plan in Review**
5431 NE 35th St Unit 300 Silver Springs
Project #2023080122 #32359 Parcel #15897-000-00
Davis Dinkins Engineering

LDC 6.8.7.D(1) - Parking areas & vehicular use areas

CODE states Trees within parking areas. (1) All trees required for parking areas and vehicular use areas shall be shade trees, unless required otherwise by provisions in this section.

APPLICANT requests waiver based on discussion with staff, a single Ligustrum is proposed on either side of the parking spots, together with a new live oak.

Motion by Mike Savage to approve the waiver, seconded by Ken McCann

Motion carried 5-0

LDC 6.9.2.A - Irrigation Plan

CODE states an irrigation plan shall be provided prior to issuance of a development order or building permit.

APPLICANT requests waiver based on discussion with staff, the owner proposes to manually irrigate the 3 trees until established.

Motion by Chuck Varadin to approve the waiver, seconded by Ken McCann

Motion carried 5-0

- 6.4. **Addition of a Swimming Pool - Waiver Request to Major Site Plan**
7614 NW HWY 320 Micanopy
Project #2025050045 #32855 Parcel #02677-000-00
Abshier Engineering

LDC 2.21.1.A(1) - Major Site Plan

CODE states a Major 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 exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests a waiver as the site is 108.5 acres. The owner plans to build a 450 square feet pool with a 1,275 square feet deck. The runoff will be contained in the onsite pond area. We will work with Marion County Stormwater staff on the required stormwater controls if any are needed.

Motion by Mike Savage to approve the waiver subject to 1. The applicant providing controls for the excess run-off generated by the 100-year 24hr storm 2. A permit hold will be in effect until a sketch of the controls is provided and approved by stormwater department 3. A final hold will be in effect until staff conducts a final inspection

verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Doug Hinton

Motion carried 5-0

- 6.5. Quire, Stout & McCord River House - Waiver Request to Major Site Plan**
9677 SW 190th Avenue Rd Dunnellon
Project #2025050040 #32849 Parcel #34651-000-00
Genesis Construction & Management

Applicant withdrew this waiver on 6/2/25. This is a request to be reheard.

LDC 2.21.1.A(1) - Major Site Plan

CODE states a Major 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 exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests a waiver to add additional impervious for new screen porch and connecting sidewalks, total of 432 square feet.

Motion by Chuck Varadin to re-hear, seconded by Ken McCann

Motion carried 5-0

Motion by Doug Hinton to approve the waiver subject to 1. The applicant providing controls for the excess run-off generated by the 100-year 24hr storm, as modified to be the 25-year storm 2. A permit hold will be in effect until a sketch of the controls is provided and approved by stormwater department 3. A final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Michael Savage

Motion carried 5-0

- 6.6. Irvine Acres - Waiver Request to Establishment of County MSBU**
Project #2025030076 #32670 Parcel #03150-000-00
Rogers Engineering

LDC 2.16.1.B(8)(g) - Establishment of County MSBU

CODE states a County 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 DRC.

APPLICANT requests waiver to provide an easement agreement for maintenance.

Motion by Chuck Varadin to approve the waiver, seconded by Michael Savage

Motion carried 5-0

- 6.7. Freedom Crossings North - Standalone Waiver Request**

5997 SW 95th St Ocala
Project #2025030010 #32567 Parcel #35699-006-03
R.M Barrineau and Associates

The following was approved by DRC on 3/17/25.

LDC 2.17.1 - Preliminary Plat

CODE states Preliminary Plats shall be submitted for each development where platting is required in this Code or by Florida Statute.

APPLICANT requests a waiver as there is no planned infrastructure for this proposed commercial subdivision. Each lot will be required to submit a Marion County Drainage Plan for designed and stormwater drainage. Access to each lot will be by a cross parallel access easement.

The following was denied by DRC on 3/17/25. This is a request to be reheard.

Motion by Chuck Varadin to rehear, seconded by Tony Cunningham

Motion carried 5-0

LDC 2.18.1 - Improvement Plan

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 requests a waiver as there is no planned infrastructure for this proposed commercial subdivision. Each lot will be required to submit a Marion County Drainage Plan for designed and stormwater drainage. Access to each lot will be by a cross parallel access easement. Each lot is responsible for stormwater management and access through site design permitting.

Motion by Doug Hinton to approve the waiver pending final review and approval of the amendment, seconded by Tony Cunningham

Motion carried 5-0

**6.8. Corta Commons - Ocala West - Waiver Request to Major Site Plan
Revision in Review**

KCE Unit 1 Part of Tract B Saldarriaga Whitehall

**Project #2024020064 #32368 Parcel #3501-200-023, 3501-200-022,
3501-200-021, 3501-200-020, 3501-200-019, 3501-200-018, 3501-200-040,
3501-200-039, 3501-200-038, 3501-200-037, 3501-200-036, 3501-200-035,
3501-200-034, 3500-400-004, 3500-400-003, & 3500-400-002**

MJ Stokes Consulting

LDC 2.1.3 - Review and approval procedures

CODE states plans listed below may be reviewed concurrently, but must be approved in the order listed below, when applicable and when the proper land use

and zoning are in place: A. Master Plan. B. Preliminary Plat. C. Improvement Plan D. Final Plat. E. Major Site Plan. However, a Major Site Plan can be substituted for the Improvement Plan and can be approved before approval of the Final Plat in cases when the infrastructure improvements supporting the plat are proposed as part of the Major Site Plan application.

APPLICANT request is to permit an outparcel building for Tropical Smoothie Cafe BLD 2024072405 as part of the approved AR #31416 and related AR #32368 which both are fully approved by BoCC but staff has not cleared Plat Application #31766 nor AR #32368 which had comments due 4/29/25 and was only to be pending BoCC approval and this is causing us to again come to DRC pending internal portal approvals.

Motion by Michael Savage to approve the waiver with a final hold in effect until provisions for the final plat is completed, seconded by Chuck Varadin

Motion carried 5-0

LDC 2.1.3 - Review and approval procedures

CODE states plans listed below may be reviewed concurrently, but must be approved in the order listed below, when applicable and when the proper land use and zoning are in place: A. Master Plan. B. Preliminary Plat. C. Improvement Plan. D. Final Plat. E. Major Site Plan. However, a Major Site Plan can be substituted for the Improvement Plan and can be approved before approval of the Final Plat in cases when the infrastructure improvements supporting the plat are proposed as part of the Major Site Plan application.

APPLICANT request to remove Building Inspection Holds and permit final electrical, structural & final building inspections, Major Site Plan AR #32368 (Revision of AR #31416) Bocc Approved. Construction of all building, site and off-site completing by 6/13 as-builts ongoing. Final Plat pending AR#31766. BLD2024053294 (Sprouts Grocery Store) BLD2024-50635 (Chipotle Building), BLD 2025021919 (Chipotle Dumpster)

Motion by Michael Savage to approve the waiver removing the building inspection holds and replace with a CO hold and pending final plat approval, seconded by Chuck Varadin

Motion carried 5-0

6.9. Corta - Ocala West - Parcels 24 and 25- Waiver Request to Preliminary Plat in Review

**Project #2024020037 #31849
Parcel #3501-200-024 & 3501-200-025
NV5 Inc**

LDC 2.1.3 Order of plan approval

CODE states Plans listed below may be reviewed concurrently, but must be approved in the order listed below, when applicable and when the proper land use and zoning are in place: A. Master Plan B. Preliminary Plat C. Improvement Plan D. Final Plat E. Major Site Plan. However, a Major Site Plan can be substituted for the Improvement Plan and can be approved before approval of the Final Plat in cases when the infrastructure improvements supporting the plat are proposed as part of the Major Site Plan application.

APPLICANT requests to release building permit for Mavis Tire new store

construction prior to Final Plat completion. This Plat was simply combining Lots 24 and 25 - we may not have really even needed to Re-Plat to just combine these lots but that is the process we are going through and are at Final Plat Final Plat is AR 31849. This site is not within the CORTA Commons PUD but is separate between Wawa and CORTA

Motion by Michael Savage to approve the waiver to release building permits with a final hold in effect until final plat completion is provided, seconded by Chuck Varadin

Motion carried 4-0

- 6.10. Melody Preserve - Waiver Request 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 6.13.8.B(7) - Stormwater conveyance criteria

CODE states Sizes. Stormwater conveyance pipes and cross culverts shall be a minimum of 18 inches diameter or equivalent. Driveway culverts shall be a minimum of 15 inches diameter or equivalent for residential use and a minimum of 18 inches diameter or equivalent for commercial use. Roof drains, prior to connection to the overall stormwater system, are exempt from minimum diameter requirements. APPLICANT requests to utilize 12-inch storm drain in lieu of the code minimum 18-inch. Conveyance calculations will be provided to support pipe sizing.

Motion by Doug Hinton to approve the waiver with supporting calculations provided, seconded by Michael Savage

Motion carried 5-0

LDC 6.13.6.A(3)(b)(c) - Stormwater quality criteria

CODE states (b) Dry retention systems that have a depth of four feet or less, measured from top of bank to pond bottom, and shall have a vegetative cover. (c) Dry retention systems that have a depth of six feet or less, measured from top of bank to pond bottom, with side slopes that are no steeper than 4:1 and sodded bottoms.

APPLICANT requests waiver to utilize grass seed on pond bottom in lieu of sod. Vegetative cover will be established prior to end of construction and will be in compliance with FDOT Standard Specifications section 570.

Motion by Doug Hinton to approve the waiver, seconded by Michael Savage

Motion carried 5-0

LDC 2.12.9 - Location and dimensions of streets

CODE states provide location and dimensions of any existing, proposed, and adjacent streets, including all rights-of-way serving the project. LDC

2.12.10 - Easement or land reservation

CODE states show any known existing or proposed easement or land reservation.

APPLICANT requests waiver to propose minimum drainage easement width of 10-feet for pipes less than 30-inches I.D. and depths less than 5-feet, 15-feet for pipes less than 30-inches I.D. and depth up to 10-feet, 20-feet for pipes 30 to 54-inches I.D. and depths up to 15-feet, and 25-feet for pipes up to 54-inches I.D. and depth greater than 15-feet. Proposed easements for private drainage systems will allow for adequate maintenance.

Motion by Doug Hinton to approve the waiver based on the understanding that this applies to the land development code 2.12.10 Easement or land reservation versus stated LDC 2.12.9, seconded by Tony Cunningham

Motion carried 5-0

6.11. Bay Laurel PUD @ OTOW - Master Plan - Waiver Request to Rezoning to PUD with Master Plan in Review

**Project #2004060042 #32319 Parcel #35474-000-00
On Top of the World**

LDC 6.13.8.B(5) - Stormwater Conveyance Criteria

CODE states Drainage easements. All drainage swales to facilities or underground stormwater conveyance systems shall be within drainage easements, except where rights-of-way are provided. Drainage easements shall be a minimum of 20 feet in width.

APPLICANT requests waiver to propose minimum drainage easement width of 10' for pipes less than 30 inches I.D. and depths less than 5 feet, 15 inches for Pipes less than 30 inches I.D. and depth up to 10 feet, 20 inches for pipes 30 inches-54 inches I.D. and depths up to 15 feet, and 25 feet for pipes up to 54 inches I.D. and depth greater than 15 feet. Proposed easements for private drainage systems will allow for Adequate maintenance.

Motion by Doug Hinton to approve the waiver, seconded by Michael Savage

Motion carried 5-0

LDC 7.3.1 - Transportation and Stormwater

CODE states TS006 Utility Position in Right-of-Way

APPLICANT requests waiver because the location may vary, but all utilities must remain within the right-of-way or utility easements.

Motion by Michael Savage to approve the waiver for the remaining items based on previous approvals as shown on included documents, seconded by Chuck Varadin

Motion carried 4-0

LDC 6.8.6.K.(1) - Buffers

CODE states A-Type buffer shall consist of a 30-foot-wide landscape strip without a buffer wall. The buffer shall contain at least three shade trees and five accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer area and shall form a layered landscape screen with a minimum

height of three feet achieved within one year of planting.

APPLICANT request waiver for 20-foot wide, 5 trees for every 100 linear feet, double staggered hedge rows 60-inches tall within 2 years providing continuous visual screening after 2 years growth with 6-foot-high PVC fence.

Applicant withdrew

LDC 6.8.6K(2) - Buffers

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

APPLICANT requests waiver for 15-foot wide, 5 trees for every 100 linear feet, double staggered hedge rows 60-inches tall within 2 years providing continuous visual screening after 2 years growth.

Applicant withdrew

LDC - C-1 Buffer Note: Type C-1 is not in the current LDC, applicant needs to clarify this request or confirm if this is the same as the request above for LDC 6.8.6.K.(1) - Buffers

APPLICANT requests type "A" - 20 feet wide, 5 trees/100 LF, double staggered hedge rows 60 inches tall within 2 years providing continuous visual screening after 2 years growth with 6-foot-high PVC fence

Applicant withdrew

LDC 6.12.9.J - Subdivision roads and related infrastructure

CODE states corner radii at the intersection of the two rights-of-way shall be not less than 25 feet. Minimum pavement radii shall be 40 feet for residential subdivisions and 50 feet for commercial or industrial subdivisions.

APPLICANT requests waiver to provide 25 feet for edge of pavement radii and 23 feet for right of way radius at intersections on all residential roadways. Larger radii on collector roads to comply with LDC.

LDC 6.12.2.A - Right-of-way

CODE states right-of-way shall be platted or dedicated, meeting the minimum right-of-way width established in Table 6.12-1, to provide for the necessary access and other needed infrastructure improvements supporting the proposed development. Right-of-way can be provided by easement if approved by DRC.

APPLICANT requests waiver to provide a combination of right of way and easements to total 60 feet for all residential roadways within development. Road right of way not to be less than the pavement width plus 4 feet on either side.

LDC 6.12.9.E - Subdivision roads and related infrastructure

CODE states roads and stormwater facilities within a subdivision shall be dedicated as either public or private.

APPLICANT requests waiver because master corridor roadways will be provided as

public rights-of-way as approved on the master corridor plan approved March 10, 2025, with any adjustments that have been made to that plan.

LDC 6.11.4.C(1) - Access management

CODE states Access to adjacent lands. (1) Access to adjacent unplatted land or development shall be provided by the continuation of the Major Local rights-of-way centered on section or quarter section lines, when possible, to the subdivision boundary.

APPLICANT requests waiver because master corridor roadways will be provided as public right-of-ways as approved on the master corridor plan approved March 10, 2025, with any adjustments that have been made to that plan.

LDC 7.3.1 - Transportation and Stormwater

CODE states TS031 combined street name & stop sign installation.

LDC 7.3.1 - Transportation and Stormwater

CODE states TS032 street sign

APPLICANT requests waiver because all decorative, regulatory and warning signposts will be aluminum round posts in lieu of steel "U" channel posts providing all signage complies with MUTCD requirements for shape, color and size and all sign supports meet FDOT standards for breakaway.

LDC 6.12.9.K - Subdivision roads and related infrastructure

CODE states centerline radii shall be designed to accommodate the minimum design speed of 30 mph for subdivision local and minor local roads, 40 mph for major local and collector roads, and 45 mph for arterial roads in accordance with FDOT and AASHTO Standards.

APPLICANT requests waiver to provide for minimum centerline radii on all residential roadways corresponding to a design speed as listed in table 16-3 of the Florida Greenbook. If necessary, advisory signs at each curve will be posted.

LDC 6.12.9.G - Subdivision roads and related infrastructure

CODE states cul-de-sac diameters to the right-of-way line shall not be less than 120 feet with a pavement radius of 40 feet for residential subdivisions and shall not be less than 120 feet to the right-of-way line with a pavement radius of 45 feet for commercial or industrial subdivisions. Refer to details in Section 7.3.1. A grassed island no greater than 50 feet in diameter may be constructed in the center of a cul-de-sac.

APPLICANT requests waiver to provide a minimum of a 40-foot radius for all cul-de-sacs allowing 6 feet of the pavement to be located within the easement on residential streets. "No Parking" signage to be installed in cul-de-sac.

LDC 6.11.8.B(1) - Parking requirements

CODE states number of Spaces. (1) Parking spaces for residential and non-residential developments shall be provided consistent with Tables 6.11-4 and 6.11-5.

APPLICANT requests waiver for when golf cart spaces are proposed, 25% of calculated spaces may be designated for golf cart parking only and will be included in total parking to meet LDC requirements. Applicable to recreational and community facilities within OTOW developments only.

LDC 6.12.5.A - Cross sections

CODE states the interval selected for showing sections on the cross-section sheet will vary according to project specific factors. For new construction and reconstruction, the normal interval for cross sections is 100 feet and at all utility, including drainage, crossings. For new subdivision construction projects, at the discretion of the County Engineer or his designee, the number of required cross sections may be reduced or eliminated when sufficient construction information meeting the intent of this Code is shown on the plan and profile.

APPLICANT requests waiver for subdivision and roadway construction projects, cross sections may be eliminated with sufficient construction information being depicted on plan and profile views and typical sections.

LDC 6.12.9.E - Subdivision roads and related infrastructure

CODE states roads and stormwater facilities within a subdivision shall be dedicated as either public or private.

APPLICANT requests waiver for private road status for all roads not designated as public rights of way on the previously approved OTOW master corridor map submittal date March 10, 2025. Major corridors as reflected on the corridor map to be dedicated to the public either as right-of-way dedications or by Marion County public access easement.

7. CONCEPTUAL REVIEW ITEMS: NONE

8. DISCUSSION ITEMS: NONE


9. OTHER ITEMS: NONE

Motion by Tony Cunningham to adjourn, seconded by Michael Savage
Motion Carried 5-0

10. ADJOURN: 10:22 AM



Michael Savage, Chairman

Attest: 

Debbie Lovell
Development Review Coordinator



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19565

Agenda Date: 7/1/2025

Agenda No.: 14.5.4.

SUBJECT:

License Review Board - May 13, 2025

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

License Review Board - May 13, 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 May 13, 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.

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, John Michael Gartner Jr., Zachary Curry

Alternates – Alan O’Cull

Board members absent were: Charles Stokes

Also attending: Antoinette Monticello, Board Secretary; Ryan Arbuckle, Supervisor of Investigations for Marion County Building Department; Michael Savage, Director for Marion County Building Department; Valdoson Shealy, Assistant County Attorney for Marion County.

4. **ADOPTION OF MINUTES FROM PREVIOUS MEETING:**

James Duryea moves to adopt April 8, 2025 minutes. Roger Sandor seconds. All in favor. The motion passed unanimously.

5. **LICENSE REVIEW OF CONTRACTORS:**

Incoming Contractors through Letter of Reciprocity:

James Duryea moves to accept list of applicants for reciprocity as presented on agenda. Roger Sandor seconds the motion. All in favor. The motion passed unanimously.

Applicants to take G.I.T.S Exam: None.

6. **LIENS FOR UNLICENSED & LICENSED CONTRACTORS:**

James Duryea moves to accept list of liens to be issued as presented on agenda. Roger Sandor seconds. All in favor. The motion passed unanimously.

7. **OLD BUSINESS:** None.

8. **NEW BUSINESS:** None.

9. **OTHER BUSINESS:**

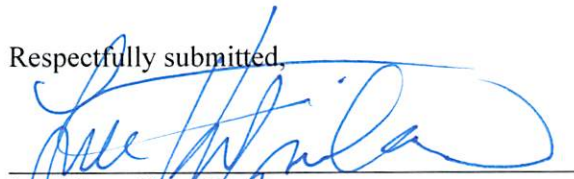
The meeting adjourned at approx. 5:35 PM.

The next scheduled meeting will be Tuesday, June 10th, 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.: 2025-19566

Agenda Date: 7/1/2025

Agenda No.: 14.5.5.

SUBJECT:

Dog Classification Board - May 21, 2025

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Dog Classification Board - May 21, 2025.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

None, information only.

**MARION COUNTY DOG CLASSIFICATION BOARD
MINUTES OF REGULAR MEETING
May 21, 2025**

A regular meeting of the Dog Classification Board was held on May 21st at 2:00 p.m. The meeting was held at the McPherson Governmental Campus Auditorium at 601 SE 25 Ave., Ocala, Florida.

Board members present: Eddie Leedy, Mike Deen and alternate Barbara Tucker. Chairman Linda Norman, Vice Chairman Debbie Carney, and Kerry Crawford were excused absent. Animal Services Director Kyra Lynch, Board Attorney Linda Blackburn and Board Secretary Andrea Davis were present.

Mike Deen made a motion to accept the minutes from the April 2nd, 2025 meeting. Second by Barbara Tucker. Motion passed unanimously.

NEW BUSINESS

1. A24-154515

Cory Taylor

Cory Taylor requested a hearing regarding the classification of her dog "Duke."

The case was presented to the Board by Chief Assistant County Attorney, Dana Olesky.

Humane Investigator Alyson Trail, Animal Control Officer Madison Nelson, Gabriella Doreste and Colleen Doreste were present and provided testimony.

Attorney Robert McClain was present and represented Cory Taylor. Cory Taylor and Kenneth Phillips were present and provided testimony.

Mike Deen made a motion that there was substantial, competent evidence that the dog "Duke" a neutered male, tan and black, Mastiff type dog, has aggressively bitten, attacked or endangered or has inflicted severe injury to a human while on public or private property, and that there is sufficient cause to classify "Duke" as a Dangerous Dog per Marion County Code Chapter 4, Section 4-22 and Florida State Statute 767.12. Second by Eddie Leedy. After discussion, the motion passed with a 2-1 vote, with Barbara Tucker opposing.

2. A25-158840

Jena Woodyard

Jena Woodyard requested a hearing regarding the destruction of her previously classified Dangerous Dog, "Rokko".

Humane Investigator Joshua Music presented proof of service, photos and gave testimony.

Shalaka Venkatraman and Moolamnnil Thomas were present and provided testimony.

Jena Woodyard, Kalen Woodyard, Breite Woodyard and Kiana Colson were present and provided testimony.

Mike Deen made a motion that after hearing substantial, competent evidence that the dog "Rokko", a neutered male, blue and tan, American Bully type dog, previously declared

dangerous, has without provocation attacked or bitten a person or domestic animal, and that the board finds that Animal Services has sufficient cause for the destruction of "Rokko" in a safe and humane manner per Marion County Code Chapter 4, Sections 4-22, and 4-25; and Florida State Statute 767. Second by Barbara Tucker. After discussion, the motion passed unanimously.

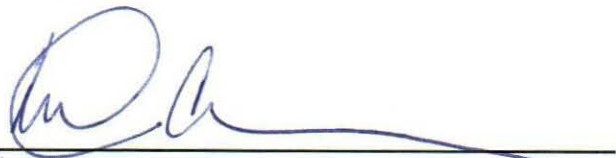

3. A25-158680

Jasmine Lester

Jasmine Lester requested a hearing regarding the destruction of her previously classified Dangerous Dog, "Fat Boy".

By the start time for this hearing, Jasmine Lester failed to appear. No hearing was held.

Eddie Leedy made a motion to adjourn the meeting; Meeting was adjourned at 4:40 p.m.


Chairman
 SD
Witness - Date Adopted 6/4/25



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19567

Agenda Date: 7/1/2025

Agenda No.: 14.5.6.

SUBJECT:

Rainbow Lakes Estates Advisory Committee - May 15, 2025

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Rainbow Lakes Estates Advisory Committee - May 15, 2025.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

None, information only.

The May 15, 2025 meeting of the Rainbow Lakes Advisory Committee was called to order by Chairman Dallas Seveland. Other committee members present were Kathy Bryant, John Conner and Allen McKay. Dan Wilshusen was absent. Guest present Zach Jacobson, Municipal Services Operations Manager; Katy Burton, Municipal Services Community Manager and LT. Julie Vowinkel, MCSO. There were 12 people in attendance. The meeting was opened with invocation followed by the Pledge of Allegiance.

Agenda Item Public Comment (1):

Approval of Minutes (2A) April 17,,2025:

Motion made by McKay, seconded by Bryant to accept minutes April 17, 2025. (2A). Motion carried.

Committee Reports (3):

Building & Grounds: Conner reported all buildings in good shape. Clubhouse is still undergoing construction. Conner asked if the shuffleboard was included in the 5-year plan? Burton stated there isn't a formal renovation we are working on cleaning it up and useable.

Code: Vacant.

Levy County: Wilshusen absent,

Public Safety: McKay reported Fire/Rescue incidents were Fire forty- three (43) total and Medical one hundred and ninety-one (191) with Station 14 nineteen (19) Fires and three (3) Medical. Regarding the traffic signal. I have received from Kevin Marquez PE at FDOT. "Our consultant designer plans to submit their seventy-five (75%) draft by the end of the month. After submittal we will spend four (4) to six (6) weeks under review with multiple FDOT teams and other stakeholders including structural, geotechnical and traffic engineering to make sure the critical aspects of the project are looked at."

Recreation: Bryant reviewed recreation programs, clubs and events.

Roads: McKay reported that most roads are good and there is a lot of construction. At 450 Mandrake there's a big gouge in the road. Seveland asked Jacobson to explain the procedure. Jacobson stated that let us know and take note of the address. OCE will hold their certificate of occupancy until the road is fixed. Keep in mind repair work might not get done until they are finished with that project. So, we can hold them accountable.

Staff Report (3B) Burton reviewed program attendance numbers, expense and revenue summary for RLE General Government, RLE Recreation, RLE Road and Street, work orders and rentals booked YTD. Jacobson reported that the dumped trailer was received earlier this month, with that the boat ramp improvements were made. Our roads department has two (2) obsolete items getting ready for auction. Old mower deck and PTO driven generator. Money to return to our budget. Last month I adjusted the maintenance Tech. job description. RLE facilities mowing contract is out to bid, that is due this week. RLE landscaping & irrigation for front entrance of HWY 41. Forty-eight hundred (\$4800) to revamp irrigation in medians and annual flowers in medians around trees. The entry sign aspect of the original scope is on hold until FDOT completes their project at the intersection. 5-year annual road project went out to bid last week, expected back week of June 5th.

Committees/Guests (4):

LT. Julie Vowinkel, MCSO- Vowinkle warned against scam toll text messages. Advised no current crime trends.

Old Business (6):

(6A) Clubhouse Renovation/ Relief Center- Jacobson reported Club House remodel goes in front of BOCC Tuesday, May 20th for contract approval.

(6B) Boat Ramp Fees – Burton stated that she and Wicker have a meeting with the Marion County Administration and Legal Department on May 30th to discuss boat ramp and Levy County recreation fees, as well as their interest in changing the ordinance. The approach to the boat ramp has been fixed and much smoother.

(6C) Levy County Recreation Fees – Burton stated discussing fees with Marion County Administration and Legal on May 30th.

(6D) Designation of Fire Station as Building and Grounds garage – Motion made by Bryant, seconded by McKay, to designate RLEVFD Fire Station 2 as the new Building and Grounds Shop. Motion carried. Seveland recommended that the building receive a new signage stating the proper use of the facility.

New business/ Board items (7):

Prior Meeting Updates (8):

(8A) Signage - Seveland noted that during the previous year, the board voted to rename several community areas. Specifically: "Tiger Lake Park" was renamed "Tiger Lake Boat Launch." The area encompassing the majority of community buildings and the dock was designated as the Rainbow Lakes Estates Community Center Complex. The vicinity surrounding the former RLEVFD Station 2 and The Creative Art Center was named Winding Hills Park. It was also recommended at that time that appropriate signage reflecting these new names be installed at the respective locations. However, Seveland pointed out that no signage has been placed to date and inquired about the timeline for installation. Burton responded that it will be included in the sign project as well.

General Public Comment (9):

Steve Staitziger – Nectarine Lane – Staitziger stated is there a calendar for the Youth Center, so parents know what's going on? Burton responded there hasn't been any activities due to no Recreation Leader. Is there a ticket system for the "Meet & Eats?" So, we don't have staff preparing a large amount of food. Seveland responded they show ID at the door. What Kinda of advertising to get information out regarding the "Meet & Eat?" Burton responded that roadside signage is not allowed due to local lit

ordinances. Current advertising is mainly done through social media and the RLE Communicator. A new website is also in development. Staitziger asked think about supporting a scouting unit here. Seveland responded I think that is a good idea. Stritziger asked, "do we have a timeline for the lighting at the front. McKay responded about a year out. Stritziger stated RLEVFD has CPR instructors and are willing to provide CPR to the community there is a fee. Burton responded that RLE staff are CPR certified and that outside instructors are welcome to post, advertise, and hold classes at the center. Stritziger asked if it is possible to get the number of homes and permits in RLE. So, we can have better knowledge. Seveland stated that VFD use to show up with their Fire trucks at our events it would be nice for this to start up again. Staitziger responded just need an invite. Discussion followed.

Marci McKay – Bluegill – McKay stated that she wants to address the volunteer situation and the clubs we have. The board put me in charge of the volunteer committee. I have no way of knowing about any other volunteers. McKay asked Burton if they can get together and figure out who these people are and come up with a plan. Seveland stated when we came up with this committee to work with the District Office. Some members quit and the District Office was running a separate group. The idea was to work together. We have four (4) clubs and many ideas. Burton responded be happy to help. Richardson has volunteers so we can merge and move forward. Discussion followed.

Omar Rodriguez – Driftwood Ct – Rodriguez stated between 5:00pm and 7:00pm kids on motor bikes tearing up the boat ramp. Call the Sheriff's Office twice.

Rachel Spurlock – Tiger Lake Blvd – Spurlock introduced herself. I'm passionate about building families, community and volunteering my time.

Diesha Obie – Plantation St. – Obie introduced herself. I'm excited to be involved in the community. We are new to the neighborhood.

Announcement (10):

RLE Meet & Eat Dinner Friday June 27th at 6:00pm in the Community Center

Advisory Board meeting Thursday, June 19, 2025, at 10:00am M.C.B.C.C. RLE Budget Hearing in the Community Center

Meeting adjourned at 7:25pm.