Marion County
Board of County Commissioners
Meeting Agenda

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

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

Tuesday, June 2, 2026 **9:00 AM** **McPherson Governmental Campus Auditorium**

The Marion County Board of County Commissioners welcomes you to its regularly scheduled meeting held the first and third Tuesday of each month at 9 a.m. unless otherwise noted. The zoning portion of the meeting is held on the third Tuesday of each month at 2:00 p.m. and the third Wednesday of each month at 1:30 p.m., unless otherwise noted.

All commission and zoning meetings are open to the public.

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

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

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

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

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

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

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

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

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

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

1. PROCLAMATIONS AND PRESENTATIONS:

1.1. PROCLAMATION - National Homeownership Month - Rob Peters, President/CEO, Habitat for Humanity of Marion County (Approval and Presentation)

1.2. PROCLAMATION - Faith and Family Month - Amber Rose Pennuto (Approval and Presentation)

1.3. CERTIFICATE OF RECOGNITION - Christina Hernandez (Approval Only)

2. AGENDA ITEM PUBLIC COMMENTS:

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

3. ADOPT THE FOLLOWING MINUTES:

3.1. March 3, 2026 A

3.2. March 3, 2026 B

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

4.1. Billy Woods, Sheriff - Request Approval to Pursue the Purchase of Parcel No. 21935-002-00

5. CLERK OF THE CIRCUIT COURT:

5.1. Budget Amendment

5.1.1. County Transportation Maintenance Fund - Transportation - $50,000

5.1.2. Fine and Forfeiture Fund - Sheriff Transfer - $392

5.1.3. Fine and Forfeiture Fund - State Attorney Technology - $1,600

5.1.4. General Fund - Sheriff Jail Transfer - $7,034

5.1.5. Marion County Airport Fund - Marion County Airport - $830,989

5.1.6. MSTU for Law Enforcement - Sheriff Insurance & Tax Fees - $2,825

5.1.7. MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $550

5.2. Clerk of the Court Items

5.2.1. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 029192, 029550, 036058, 037083, 038837A, 039497, 039499, 043985, 044535, 50744, 052141, 53885, 54086, 54160, 54550, 54855, 243800, and IT List

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

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

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

7. CONSENT:

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

7.1. Attorney:

7.1.1. Request Approval of a Resolution Authorizing Acquisition of Real Property Interests by Gift, Purchase, or Eminent Domain for the SW/NW 80th/70th Avenue Road Improvement Project in Marion County, Florida

7.2. Parks & Recreation:

7.2.1. Request Approval of Interlocal Agreement Between Marion County and the City of Dunnellon Regarding Airport Protection Zoning Regulations (Budget Impact - None)

7.3. Procurement Services:

7.3.1. Request Approval of Bid Award: 26B-063 NE 42nd Place (from NE 25th Avenue to NE 30th Court) Resurfacing - C. W. Roberts Contracting, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $287,251.90)

7.3.2. Request Approval of Bid Award: 26B-072 Marion County Animal Services - Building Demolition - Patriot Contracting of CF, LLC., Ocala, FL (Budget Impact - Neutral; expenditure of $54,963.36)

7.3.3. Request Approval of Bid Award: 26B-075 Bay Doors Annual Inspections, Maintenance and Repairs - D.H. Pace Company, Inc., Olathe, KS (Budget Impact - Neutral; estimated annual expenditure of $94,944.37)

7.3.4. Request Approval of Bid Award: 26B-080 NE 148th Terrace Bridge Repair - Commercial Industrial Corporation, Ocala - FL (Budget Impact - Neutral; expenditure of $337,359)

7.3.5. Request Approval of Contract Amendment: 25B-141-CA-01 Marion County Annual Sidewalk Repair - Hartman Civil Construction Co., Inc., Ocala, FL (Budget Impact - None)

7.3.6. Request Approval of Change Order to Purchase Order 2501146: 25B-009 Rotary Sportsplex Synthetic Field Improvements - Daly & Zilch, Inc., Lecanto, FL (Budget Impact - Neutral; additional expenditure of $59,609.55)

7.3.7. Request Ratification of Change Order 1 to Purchase Order 2601080: Rescue Boat/ Trailer/ Motor - RO Holdings, LLC, Athens, AL (Budget Impact - Neutral; additional expenditure of $7,626)

7.4. Tourist Development:

7.4.1. Request Approval of Tourist Development Council Recommendation for Room Night Generating Event (Budget Impact - Neutral; expenditure of up to $49,995)

7.5. Transportation - County Engineer:

7.5.1. Request Approval of an Indemnification Agreement and Subdivision Improvement Agreement with Bond Between Colen Built Development, LLC and Marion County for the Proposed Melody Preserve Subdivision, Application 32624 (Budget Impact - None)

7.5.2. Request Approval of Purchase Agreement Associated with the NE 35th Street Phase 4 Road Improvement Project for Parcel 15895-000-00 (Budget Impact- Neutral; expenditure of $47,000)

8. COUNTY ATTORNEY:

8.1. Request Board Authorization for County Attorney and County Engineer to Proceed with the Acquisition of Certain Property Interests from Forestar (USA) Real Estate Group, Inc., Ocala Preserve Community Development District, and Ocala Preserve Association, Inc., or Their Successors in Interest, for the NW 49th Street Phase 3 Road Construction Project, Within the Purchase Price and Other Parameters Described Herein

9. COUNTY ADMINISTRATOR:

9.1. Request Adoption of the Collective Bargaining Agreement Between the Marion County Board of County Commissioners and the Professional Firefighters of Marion County, Local IAFF 3169, Effective June 20, 2026, to September 30, 2026

9.2. Request Adoption of the Collective Bargaining Agreement Between the Marion County Board of County Commissioners and the Professional Firefighters of Marion County, Local IAFF 3169, Effective October 1, 2026, to September 30, 2029

10. COMMITTEE ITEMS: NONE

11. NOTATION FOR ACTION:

11.1. Request Approval to Schedule and Advertise a Public Hearing to Consider a Resolution Adopting the Local Mitigation Strategy (LMS) Five-Year Plan 2025 Update on Tuesday, June 16, 2026, at 10:00 a.m., or as Soon Thereafter, in the McPherson Governmental Campus Auditorium

11.2. Request Approval to Schedule and Advertise Two Public Hearings for the Fiscal Year 2026-27 Annual Action Plan for the Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Solutions Grant, for Tuesday, July 7, 2026, at 10:00 a.m. or Soon Thereafter, and on Tuesday, August 4, 2026, at 10:00 a.m. or Soon Thereafter, both in the McPherson Governmental Campus Auditorium

11.3. Request Ratification of Letter of Support Dated May 21, 2026 for the Ocala Rapid Response Aerial Pilot Federal Grant for the Ocala Police Department

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 Dated April 23, 2026, from Gregory C. Harrell, Clerk of Court and Comptroller Regarding Audit Fees

14.1.2. Present Letter Dated April 27, 2026, Regarding Payment from the Department of Financial Services, on Behalf of the U.S. Department of Agriculture's Forest Service, in Accordance with the Secure Rural Schools Act

14.1.3. Present Budget Resolutions 2026-139 and 2026-140 Approved on May 5, 2026, by the City Council of the City of Ocala, Florida

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

14.3. Clerk of the Court:

14.3.1. Present Report No. 2026-03 Grant Compliance Review FedEx Ground Package System, Inc.

14.3.2. Present Constitutional Officers' and Commissioners' Bonds Pursuant to Chapter 137.05, Florida Statutes

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

14.3.4. Present Regular Report of Utilization for Reserve for Contingencies

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

14.4.1. Code Enforcement Board (CEB) - April 8, 2026

14.4.2. Development Review Committee (DRC) - May 4 and 11, 2026

14.4.3. Land Development Regulation Committee - April 15, 2026

14.4.4. Tourist Development Council - April 23, 2026

14.5. General Informational Items:

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

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

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

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

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

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

15.1. Cover Documents

15.1.1. Present Cover Documents from Planning and Zoning Commission Public Hearing

15.2. Planning and Zoning Consent Items:

15.2.1. 260501SU - Ward-Merrill, L.L.C, Special Use Permit, to Allow an Accessory Structure on the Property Without a Primary Residence, in a Single-Family Dwelling (R-1) Zone, 1.64 Acre Parcel, on Parcel 4938-001-001, No Address Assigned

15.3. Planning and Zoning Items for Individual Consideration:

15.3.1. 260503SU - Wood Resource Recovery (WRR) of Marion County, LLC, Special Use Permit to Operate a Human Food Grade De-Packing Facility to Augment a Currently Operating Vegetative Debris Composting Facility, in a Heavy Industrial (M-2) Zone, 36.77 Acre Tract, Parcels 12869-001-00 and 12907-003-00, Site Addresses 8510 and 8548 NW Gainesville Road, Ocala, FL 34482

15.4. Adoption of Ordinance

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23103 **Agenda Date:** 6/2/2026 **Agenda No.:** 1.1.

SUBJECT:
PROCLAMATION - National Homeownership Month - Rob Peters, President/CEO, Habitat for Humanity of Marion County (Approval and Presentation)

INITIATOR:
Jennifer Clark, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion for approval and presentation.

PROCLAMATION

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

WHEREAS, homeownership is a cornerstone of the American Dream, providing individuals and families with stability, security, and a sense of pride in their community; and

WHEREAS, owning a home contributes to stronger neighborhoods, supports local economic growth, and fosters civic engagement; and

WHEREAS, expanding access to safe, affordable, and sustainable housing opportunities is essential to ensuring that all residents have the opportunity to achieve homeownership; and

WHEREAS, housing professionals, lenders, nonprofit organizations, and government agencies work collaboratively to educate and assist residents in navigating the path to homeownership; and

WHEREAS, Marion County remains committed to supporting initiatives and partnerships that promote housing accessibility and financial literacy for current and future homeowners;

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

"NATIONAL HOMEOWNERSHIP MONTH"

in Marion County, Florida, and encourages all residents to recognize the value of homeownership and the importance of creating opportunities for all to achieve it.

DULY PROCLAIMED this **2nd** day of **June**, **2026.**

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
CARL ZALAK, III, CHAIRMAN

_____
MATT MCCLAIN, VICE CHAIR

_____
KATHY BRYANT, COMMISSIONER

ATTEST:

_____
MICHELLE STONE, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
CRAIG CURRY, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23083 **Agenda Date:** 6/2/2026 **Agenda No.:** 1.2.

SUBJECT:
PROCLAMATION - Faith and Family Month - Amber Rose Pennuto (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, faith and family have long served as the foundation of strong communities, shaping the character, values, and well-being of the residents of Marion County; and

WHEREAS, a strong family structure -rooted in commitment, stability, and mutual support- forms the cornerstone of a healthy society and plays a vital role in developing responsible, compassionate citizens; and

WHEREAS, families provide love, security, and moral guidance, while faith offers strength, purpose, and encouragement through life's challenges, leaving a lasting impact across generations; and

WHEREAS, Marion County recognizes and honors the diverse faith traditions that foster a culture of service, compassion, and shared responsibility throughout the community; and

WHEREAS, Faith and Family Month presents an opportunity to reaffirm our commitment to supporting strong family units and to celebrate the spiritual and cultural values that contribute to the resilience and vitality of Marion County;

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

"FAITH AND FAMILY MONTH"

and encourage Marion County residents to celebrate by spending meaningful time together, nurturing bonds of family and faith that strengthen our unity, resilience, and shared sense of purpose.

DULY PROCLAIMED this **2nd** day of **June, 2026**.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
CARL ZALAK, III, CHAIRMAN

_____
MATT MCCLAIN, VICE-CHAIR

_____
KATHY BRYANT, COMMISSIONER

ATTEST:

_____
MICHELLE STONE, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
CRAIG CURRY, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23107 **Agenda Date:** 6/2/2026 **Agenda No.:** 1.3.

SUBJECT:
CERTIFICATE OF RECOGNITION - Christina Hernandez (Approval Only)

INITIATOR:
Gennifer Medina, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
Local Girl Scout, Christina Hernandez, has earned the Girl Scout Medal of Honor. This is a national lifesaving award for registered Girl Scouts who have saved or attempted to save a life without risk to the candidate's own life. She was officially presented with this award on April 25, 2026. Below is a detailed description of Christina's heroic actions.

Christina was visiting her grandfather and quickly noticed that something was wrong with her grandfather. She looked up the signs of a stroke and checked her grandfather's symptoms. He was not showing all signs of a stroke and did not want to go to the hospital. Christina stayed by his side for the next 2 hours, monitoring his symptoms by making sure he was drinking water, didn't fall asleep, and did not have a fever. When he started to slur his speech and his words were not making sense and he was mumbling, Christina immediately called 911. She remained calm, spoke with the operator, and provided all the necessary information.

When EMT arrived, it took four paramedics and fire rescue team members to safely transfer her grandfather to the gurney and into the ambulance due to his size. At the hospital, tests revealed that his blood sugar was just over 600. The doctor's told the family that if Christina had not stayed with him and kept him awake, he would have slipped into a diabetic coma if he had fallen asleep, which could have been fatal. Due to Christina's attentiveness and refusal to ignore the warning signs, he received medical attention just in time. Chirstina's actions saved her grandfather's life.

Girl Scouts of the USA has awarded Christina the Girl Scout Medal of Honor for her actions. Christina is now working towards her Gold Award which will focus on diabetes education and informing her peers and community of the signs of diabetic comas and how to help those affected.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve.

CERTIFICATE OF RECOGNITION

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

Presented to

Christina Hernandez

WHEREAS, Christina Hernandez, a dedicated member of the Girl Scouts, has earned the prestigious Girl Scout Medal of Honor, a national lifesaving award presented to registered Girl Scouts who save or attempt to save a life without risk to their own; and

WHEREAS, while visiting her grandfather, Christina recognized that her grandfather was experiencing serious medical distress and remained by his side, monitoring his condition and ensuring he stayed alert and safe; and

WHEREAS, when his symptoms worsened, Christina acted quickly and responsibly by contacting emergency services and providing essential information to first responders; and

WHEREAS, medical professionals later confirmed that Christina's attentiveness and timely actions were critical in preventing a life-threatening situation; and

WHEREAS, Christina's heroic actions not only saved her grandfather's life but also reflect great credit upon herself, her family, and the Girl Scouts, inspiring her continued commitment to community education as she pursues her Girl Scout Gold Award focused on diabetes awareness and prevention;

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

1. Christina Hernandez is hereby recognized and honored for her extraordinary courage, quick thinking, and lifesaving actions, which reflect the highest ideals of the Girl Scouts and bring great pride to her family and community.

2. This certificate shall be furnished to **Christina Hernandez** and shall be made a part of the Public Records of Marion County, Florida, in the minutes of the meeting of the Board of County Commissioners in and for Marion County, Florida.

DULY RECOGNIZED this **19th** day of **May, 2026.**

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
CARL ZALAK, III, CHAIRMAN

_____
MATT MCCLAIN, VICE CHAIR

_____
KATHY BRYANT, COMMISSIONER

ATTEST:

_____
MICHELLE STONE, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
CRAIG CURRY, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23074 **Agenda Date:** 6/2/2026 **Agenda No.:** 3.1.

SUBJECT:
March 3, 2026 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 3, 2026

CALL TO ORDER:
The Marion County Board of County Commissioners (BCC) met in regular session in Commission Chambers at 9:00 a.m. on Tuesday March 3, 2026, 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 Carl Zalak, III, District 4; Vice-Chairman Matthew McClain, District 3; Commissioner Craig Curry, District 1; Commissioner Kathy Bryant, District 2; and Commissioner Michelle Stone, District 5. Also present were Clerk Gregory C. Harrell, County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes, Assistant County Administrator (ACA) Angel Roussel, ACA Tracy Straub, ACA Amanda Tart and Executive Director of Internal Services Mike McCain.

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

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

1.1. PROCLAMATION - Marion County Girl Scout Week - Raey Morrison, Volunteer Leader, Marion County Girl Scouts (Approval and Presentation)
The Board presented the Proclamation designating March 8 through 14, 2026 as “Marion County Girl Scout Week” to Volunteer Leader Raey Morrison, Marion County Girl Scouts, and several other representatives.
Volunteer Leader Raey Morrison, Marion County Girl Scouts, expressed appreciation for everyone that supports the girls of the organization. She stated they are in their final two weeks of cookie sales, which teaches the girls marketing skills, goal setting and life skills needed for the future. Ms. Morrison advised of a historical display at the Ocala Public Library Headquarters (HQ) for the month of March. She introduced volunteers Lynn “Cupcake“ Sansspree and Audrey Fowler, as well as staff member Melissa Casto.
Commissioner Stone stated the BCC appreciates what the Marion County Girl Scouts do and it is an honor to recognize them when they reach the pinnacle award.

1.2. PROCLAMATION - Gardening Month - John Holcombe, Master Gardener Volunteer President (Approval and Presentation)
The Board presented the Proclamation designating March as “Gardening Month” to Master Gardener Volunteer President John Holcombe and several other representatives.

DRAFT

Volunteer President John Holcombe, Master Gardeners, expressed gratitude to the Board for all of the support they have given over the years, noting they are all in this together when it comes to making Marion County a beautiful place.
Horticulture Agent and Master Gardener Coordinator Jeremy Rhoden, University of Florida Institute of Food and Agricultural Sciences (UF/IFAS), expressed appreciation to the over 150 Master Gardeners who come out every year to put on the organization's Spring Festival. He noted it started with selling blueberry pies in a small booth/table and has evolved into a big event that has around 10,000 people every year. Mr. Rhoden advised that the Spring Festival is one of the largest horticulture festivals in the entire southeastern United States (US) and is strictly related to gardening. He commented on the differences between the Master Gardener Spring Festival and typical Home and Garden shows. Mr. Rhoden stated the organization has a targeted audience that is coming to buy plants and to learn how to take care of Marion County ecosystems, noting there are 3 large first magnitude springs in the area. He stated the County has a lot of hidden treasures for Floridians and the rest of the Country. Mr. Rhoden advised that the Master Gardeners are doing what they can to promote protection of those areas and educating citizens on what they can do to better take care of the environment and ecosystems, noting it is a service provided to the community that is mostly free of charge. He advised that UF/IFAS is here to support the community and show what they have to offer, such as helping people at their home or on farms with resources. Mr. Rhoden expressed gratitude to the Marion County Public Relations (PR) team for advertising the Spring Festival and for the BCC's support.
Chairman Zalak commented on activities available for families and children at the event. He expressed appreciation for all the organization does.
Commissioner Bryant out at 9:18 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.
Chairman Zalak opened the floor for public comment.
Clay Pederson did not appear when called upon to speak.
Commissioner Bryant returned at 9:20 a.m.
Joseph Walker, SE 54th Place, Ocklawaha, expressed concern regarding Agenda Items 7.4.5 (Mowing and Grounds Maintenance for Fire Stations) and 7.4.7 (Mowing Maintenance for Baseline and Recycling Center), noting a lack of maintenance. He presented images as seen on the overhead screens depicting litter and debris on various County properties.
Chairman Zalak advised that public comment is now closed.
(Ed. Note: The Deputy Clerk was not in receipt of Mr. Walker's presented images.)

3. ADOPT THE FOLLOWING MINUTES: (4 Sets)
3.1. October 7, 2025 A
3.2. October 7, 2025 B
3.3. October 20, 2025
3.4. October 21, 2025

DRAFT

A motion was made by Commissioner Bryant, seconded by Commissioner Curry, to adopt the meeting minutes of October 7 (2 sets), 20 and 21, 2025. The motion was unanimously approved by the Board (5-0).

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

4.1. Billy Woods, Sheriff - Request $5,000 from Law Enforcement Trust Fund for Donation to Florida Criminal Justice Executive Institute

The Board considered the following recommendation from Sheriff William "Billy" Woods, Marion County Sheriff's Office (MCSO):

> Description/Background: The Sheriff has certified that this request meets the requirements of Chapter 932 of the Florida Statutes and that there are no recurring expenses for subsequent fiscal years.
>
> Budget/Impact: Neutral.
>
> Recommended Action: Motion to approve the request to expend $5,000 from the Law Enforcement Trust Fund (LETF) for the Florida Criminal Justice Executive Institute.

A motion was made by Commissioner Bryant, seconded by Commissioner Stone, to approve the request to expend $5,000 from the LETF for the Florida Criminal Justice Executive Institute (FCJEI). The motion was unanimously approved by the Board (5-0).

5. CLERK OF THE CIRCUIT COURT:

Upon motion of Commissioner Bryant, seconded by Commissioner Stone, the Board adopted the following Budget Amendment Resolutions transferring funds as presented by Clerk Harrell:

5.1. Budget Amendment

5.1.1.a. 26-R-50 - Budget Transfer from Law Enforcement Trust Fund to MSTU for Law Enforcement - $5,000

5.1.1.b. 26-R-51 - Budget Transfer from Law Enforcement Trust Fund to MSTU for Law Enforcement - $5,000

5.1.2. 26-R-52 - Fire, Rescue and EMS Fund - Fire Rescue Services - $187,500

5.1.3. 26-R-53 - General Fund - Legislative - $9,000

5.1.4. 26-R-54 - Marion County Utility Fund - Utilities Wastewater System - $101,920

5.1.5a. 26-R-55 - General Fund - Sheriff Emergency Management TR - $76,272

5.1.5b. 26-R-56 - Fine and Forfeiture Fund - Sheriff Regular - Transfer - $13,162

5.1.5c. 26-R-57 - MSTU for Law Enforcement - Sheriff Patrol CID - TR - $152,723

(Ed. Note: MSTU is the acronym for Municipal Services Taxing Unit; EMS is the acronym for Emergency Medical Services; and CID is the acronym for Criminal Investigation Division.)

5.2. Clerk of the Court Items

5.2.1. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 046236, 046278, 046768, 046769, 047824, Fire Disposal List, and Solid Waste Disposal List

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to approve the Disposition of Property forms 046236, 046278, 046768, 046769, 047824, Fire Disposal List, and Solid Waste Disposal List. The motion was unanimously approved by the Board (5-0).

DRAFT

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. Community Services:
7.1.1. Request Approval of the Marion County Standard Professional Services Agreement Home Investment Partnerships American Rescue Plan Program with Carrfour Supportive Housing Inc. (Budget Impact - Neutral; not to exceed $70,028)
The Board accepted the following recommendation as presented by Community Services Director Cheryl Butler:

Description/Background: On August 6, 2024, the Marion County Board of County Commissioners approved the 2024-2028 Consolidated Plan and subsequent Action Plans for the HOME Investment Partnerships Program. In 2021, Congress enacted the American Rescue Plan (HOME-ARP), expanding eligible uses of HOME funds to include supportive services for individuals experiencing homelessness.

Carrfour Supportive Housing, Inc., a nonprofit organization, is requesting $70,028 in HOME-ARP funds to support the Housing Stability Program at Mercy Village, a 59-unit permanent supportive housing community in Ocala. Non-Profit Operating funding and/or Non-Profit Capacity Building funding from the HOME-ARP budget will provide a Program Coordinator to deliver on-site coordination of supportive services for 30 formerly homeless households, including 15 units for individuals with disabling conditions.

This initiative promotes resident engagement, identifies achievable short-term community projects, and aligns with the Public Policy Institute's The Long Way Home study's housing recommendations and coordinated services approach for vulnerable populations in Marion County.

Budget/Impact: Neutral; not to exceed $70,028.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute all necessary documents associated with this agreement with Carrfour Supportive Housing, Inc. and authorize the Community Services Director to extend the term of the agreement if necessary.

7.2. Fire Rescue:
7.2.1. Request Approval of the Renewal of the Application for Certificate of Public Convenience and Necessity for Automatic Aid/Mutual Aid Agencies by Marion County Fire Rescue (Budget Impact - None)
The Board accepted the following recommendation as presented by Fire Chief James Banta, Marion County Fire Rescue (MCFR):

Description/Background: Marion County Fire Rescue has been providing emergency medical services to the citizens and visitors of Marion County since 1978. In 1994, the level was increased from basic life support to advanced life support non-transport. Then, in 2008, it was upgraded to advanced life support transport. The attached application seeks to renew the advanced life support transport certificate of public convenience and necessity (COPCN). The current

DRAFT

term is valid from March 10, 2020, through March 9, 2026. If the renewal is approved, the COPCN will be valid through March 9, 2032.
Budget/Impact: None.
Recommended Action: Motion to approve and authorize the chairman to execute the renewal of the Application for Certificate of Public Convenience and Necessity for Automatic Aid/Mutual Aid Agencies by Marion County Fire Rescue.

7.3. Parks & Recreation:

7.3.1. Request Approval of the February 2026 Ocala-Marion County Veterans Memorial Park Master Plan (Budget Impact - None)

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

Description/Background: The Parks & Recreation department is presenting the February 2026 Ocala-Marion County Veterans Memorial Park Master Plan for consideration and approval. The department has worked closely with the Veteran's Services department, the Friends of Marion County Veterans Park Foundation, the Marion County Veterans Council, Inc., Vets Helping Vets, the Veterans Resource Center and County Administration to update the Master Plan. The changes were presented during the Veterans Quarterly Meeting on February 5, 2026, and the consensus across the group supported the changes being provided to the Board in this update.
Budget/Impact: None.
Recommended Action: Motion to approve the February 2026 Ocala-Marion County Veterans Memorial Park Master Plan.

7.4. Procurement Services:

7.4.1. Request Approval of Bid Award: 26B-024 SE 79th Street and SE 95th Street Reclamation Project - Art Walker Construction, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $660,658)

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

Description/Background: On behalf of the Office of the County Engineer, Procurement advertised a bid for reclamation of SE 79th Street from SE 41st Court to Juniper Road and SE 95th Street from South Magnolia Avenue to SE 7th Avenue. The work generally includes, but is not limited to reclaiming and resurfacing the roadway, installing raised curbs, placing and restriping pavement markings, installing new signage, and sodding shoulders to restore disturbed areas. One contractor was awarded both projects based on the lowest combined total bid. A total of five (5) submittals were received in response to the solicitation, and the bid tabulation is provided below:

Firm – Location	Bid Total
Art Walker Construction, Inc. - Ocala, FL	$660,658.00
C.W. Roberts Contracting, Inc. - Ocala, FL	$744,635.75
John L. Finch Contracting - Belleview, FL	$890,689.14
Superior Asphalt, Inc. - Oneco, FL	$893,001.00
Anderson Columbia Co., Inc. - Ocala, FL	$965,644.38

DRAFT

Steven Cohoon, P.E., County Engineer, recommends that Art Walker Construction, Inc. receive the award as the lowest, most responsive, and most responsible bidder. Attached for review is a draft of the contract. Upon approval at today's meeting, it will be sent to Art Walker Construction, Inc., for signature, and upon return will be forwarded to the Clerk and Chairman for signatures.

Budget/Impact: Neutral; expenditure of $660,658. Up to ten percent (10%) contingency will be added to the Purchase Order in accordance with the Procurement Manual. Funding is from: BM761541-563221-TIP000027 and TIP000028 (80% Gas Tax Construction Fund).

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract, and upon approval by Legal, authorize the Clerk and Chairman to execute contract with Art Walker Construction, Inc., under 26B-024.

7.4.2. Request Approval of Change Order to Purchase Order 2501321: 25B-060 Farm Fence - NW/SW 80th Avenue & West Highway 40 Intersection - R&C Construction & Sitework, LLC, Salt Springs, FL (Budget Impact - Neutral; additional expenditure of $1,287.65)

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

Description/Background: On March 18, 2025, the Board approved Bid 25B-060 and awarded a contract to R&C Construction & Sitework, LLC for removal and installation of fencing along SW 80th Avenue and State Road 40. The fence marks the property boundary between Dizney Double Diamond, LLC and Marion County. The fence relocation was required under the settlement agreement with Dizney Double Diamond, LLC related to the County's eminent domain acquisition.

Due to delays associated with utility relocations, the contractor incurred additional re-mobilization and equipment rental costs. The total additional cost is $6,180.00. Of this amount, $4,892.35 is covered within the approved 10% contingency. The remaining $1,287.65 exceeds contingency and requires Board approval.

The Change Order and detailed proposal are attached for review. Upon approval at today's meeting, the Change Order will be forwarded to the Chairman for signature.

Budget/Impact: Neutral; additional expenditure $1,287.65. Funding comes from VJ738541-563220-STC073868 (Infrastructure Surtax Capital Project Fund).

Recommended Action: Motion to approve the Change Order, allow staff to process, and authorize the Chairman and Clerk to execute Change Order 5 to Purchase Order 2501321.

7.4.3. Request Approval of Contract Amendment (Renewal): 22P-219-CA-01 Light-Duty Auto Parts Consignment – Advance Stores Company, Inc., DBA Advance Auto Parts, Raleigh, NC and TPH Holdings, LLC d/b/a/ The Parts House, Jacksonville, FL (Budget Impact - Neutral; estimated expenditure of $300,000)

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

Description/Background: On February 7, 2023, the Board approved contracts with Advance Auto Parts and The Parts House to provide and supply light-duty auto parts under consignment including weekly cycle counts to ensure that inventory is adjusted appropriately. Since then, both suppliers have met the terms and

DRAFT

conditions outlined in the original agreement. Following positive performance evaluations, Fleet Director Mark Williams recommends renewing the contracts for an additional one (1) year.

Attached for review are both draft contracts. Upon approval at today's meeting, they will be sent to the suppliers for signatures and once returned, will be forwarded to Legal, the Clerk, and Chairman for signatures.

Budget/Impact: Neutral; estimated expenditure of $300,000. Funding is from AA178519-552257 (General Fund).

Recommended Action: Motion to approve the recommendation and allow staff to issue the contracts, and upon approval by Legal, authorize the Chairman and Clerk to execute the contract with Advance Auto Parts and The Parts House under 22P-219.

7.4.4. Request Approval of Contract Amendment (Renewal): 23P-143-CA-02 Ultrasound Screening and Firefighter Annual Physicals - Occupational Health Centers Southwest, P.A. d/b/a Concentra Medical Centers, Ocala, FL (Budget Impact - Neutral; estimated expenditure of $166,000)

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

Description/Background: On September 9, 2023, the Board approved an agreement with Occupational Health Centers Southwest, P. A. d/b/a Concentra Medical Centers to provide ultrasound screening services as part of the Collective Bargaining Agreement (CBA) article 31.3 where Marion County is required to offer ultrasound testing to their firefighters, every two years. The Firm has complied with the original agreement's terms and conditions. Marion County Fire Rescue Chief, James Banta, recommends using a one (1) year renewal. Attached for review is a draft of the contract. Upon approval at today's meeting, it will be sent to Concentra Medical Centers for signatures and once returned, will be forwarded to the County Attorney, Clerk, and Chairman for signatures.

Budget/Impact: Neutral; estimated expenditure of $166,000. Funding is from AA305526-531339 (EMS Fund).

recommended action: Motion to approve the recommendation, allow staff to issue the contract, and upon approval from Legal, authorize the Chairman and Clerk to execute the renewal with Concentra Medical Centers under 23P-143.

7.4.5. Request Approval of Contract Amendment (Renewal): 24B-059-CA-02 Mowing and Grounds Maintenance for Fire Stations - Southern Lawn Care Mid Florida, Inc., Anthony, FL (Budget Impact - Neutral; estimated expenditure of $95,000)

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

Description/Background: On March 5, 2024, the Board approved a contract to provide mowing and grounds maintenance for Marion County fire stations. Southern Lawn Care Mid Florida, Inc. (Southern Lawn) has performed these services in a satisfactory and professional manner, receiving favorable evaluations from Marion County Fire Rescue. Southern Lawn has expressed they would like to continue the contract into the next term.

It is the recommendation of Marion County Fire Rescue to renew this contract for the upcoming term beginning March 31, 2026, through April 1, 2027.

DRAFT

Attached for review is the draft contract amendment. Upon approval at today's meeting the agreement will be sent to Southern Lawn for signature, and upon approval by Legal, it will be forwarded to the Clerk and Chairman for signatures.
Budget/Impact: Neutral; estimated expenditure of $95,000.
Recommended Action: Motion to approve recommendation, allow staff to issue contract, and upon approval by Legal, authorize the Chairman and Clerk to execute the renewal with Southern Lawn Care Mid Florida, Inc., under 24B-059.

7.4.6. Request Approval of Contract Amendment (Renewal): 24B-077-CA-01 Equipment, Parts and Supplies for Marion County Fire Rescue - Ten-8 Fire and Safety, LLC, Bradenton, FL, Municipal Equipment Company, LLC, Orlando, FL (Budget Impact - Neutral; estimated expenditure of $50,000)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On March 5, 2024, the Board approved agreements with Ten-8 Fire & Safety, LLC and Municipal Equipment Company, LLC to provide brand specific fire equipment and supplies used by Marion County Fire Rescue (MCFR).
Ten-8 Fire & Safety, LLC and Municipal Equipment Company, LLC have expressed their desire to continue providing services and have received favorable reviews from the department.
MCFR recommends renewing this contract for the two-year renewal term.
Attached for review are drafts of the contract amendment. Upon approval at today's meeting, it will be sent to each vendor for signatures and once returned, will be forwarded for the County Attorney, Clerk, and Chair's signatures.
Budget/Impact: Neutral; estimated annual expenditure of $50,000 is based on the actual need for equipment and supplies.
Recommended Action: Motion to approve recommendation, allow Staff to issue contracts, and upon approval by Legal, authorize the Chairman and Clerk to execute contracts to listed suppliers under 24B-077.

7.4.7. Request Approval of Contract Amendment (Renewal): 24B-099-CA-01 Mowing Maintenance for Baseline & Recycling Center - Southern Lawn Care Mid Florida, Inc., Anthony, FL (Budge Impact - Neutral; estimated expenditure of $55,000)
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 Southern Lawn Care Mid Florida, Inc. for the mowing maintenance of approximately 37 acres per cycle, with 41 cycles per year, of grassed or vegetated areas at the Baseline Landfill and recycling centers, including road easements drainage swales, and retention pond sites. Since execution of the agreement, Southern Lawn Care Mid Florida, Inc., has consistently met the terms and conditions of the original contract. Solid Waste Director, Mark Johnson, recommends renewing the contract for an additional one (1) year.
Attached for review is a draft contract amendment. Pending approval at today's meeting, it will be sent to Southern Lawn Care Mid Florida, Inc. for signatures and upon return, will be forwarded to Legal, the Clerk, and Chairman for signatures.

DRAFT

Budget/Impact: Neutral; estimated expenditure of $55,000. Funding comes from ZA427534-534101 - Solid Waste Disposal Fund.
Recommended Action: Motion to approve the recommendation and allow staff to issue the contract, and upon approval, by Legal, authorize the Chairman and Clerk to execute the contract with Southern Lawn Care Mid Florida, Inc. under 24B-099.

7.4.8. Request Approval of Contract Amendment (Renewal): 24B-102-CA-01 - End of Life Electronics Processing – Electronic Recycling Center, Inc., Miami, 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 March 19, 2024, the Board approved a contract with Electronic Recycling Center, Inc. for the collection, transportation, recycling, and de-manufacturing of End-of-Life or Obsolete Electronics (EOLOE) collected by, or as a result of collections supported by Solid Waste. Since execution of the agreement, Electronic Recycling Center, Inc. has consistently met the terms and conditions of the original contract. Solid Waste Director Mark Johnson recommends renewing the contract for an additional one (1) year.
Attached for review is a draft of the contract amendment. Pending approval at today's meeting, the contract amendment will be forwarded to Electronic Recycling Center, Inc. for signature. Upon receipt of the executed copy, it will then be routed to Legal, the Clerk, and the Chairman for final signatures.
Budget/Impact: Neutral; estimated expenditure of $75,000. Funding comes from ZA427534-534101 - Solid Waste Disposal Fund and ZA423534-534145 - Solid Waste Disposal Fund.
Recommended Action: Motion to approve the recommendation and allow staff to issue the contract amendment, and upon approval by Legal, authorize the Chairman and Clerk to execute the contract amendment with Electronic Recycling Center, Inc., under 24B-102.

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

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

1. Pending Requisition/College of Central Florida d/b/a Marion Technical College - Marion County Fire Rescue requests approval to purchase 13 student positions for the spring semester and 19 student positions for the summer semester EMT School Non-Certification courses at $1,720.44 per student. The total for the spring semester is $22,365.72. The total for the summer semester will be $32,688.36. Total expenditure of $55,054.08. Funds are available in line EF300522-555501 and AA305526-555501. This purchase meets the competitive requirements under 12C-157.
2. Pending Requisition/Beard Equipment Company - Marion County Office of the County Engineer requests approval to purchase one (1) 2026 Eager Beaver 50-GSL-3 Detachable Neck Lowboy Trailer. Total Expenditure of $101,377. Funds are available in line BL400541-564101. This purchase

DRAFT

meets the competitive requirements under Florida Sheriffs Association Contract, FSA23-EQU 21.0.

3. Pending Requisition/Cumberland International Trucks of Florida - Marion County Office of the County Engineer requests approval to purchase one (1) 2026 International HX Grapple Truck. Total Expenditure of $338,471.30. Funds are available in line BL400541-564101. This purchase meets the competitive requirements under Florida Sheriffs Association Contract, FSA25-VEH23.0.

Recommended Action: Motion to approve requested purchases.

7.5. Tourist Development:

7.5.1. Request Approval of Tourist Development Council Recommendations for Arts and Cultural Destination Enhancement Funding (Budget Impact - Neutral; expenditure of up to $37,500)

The Board accepted the following recommendation as presented by Tourist Development Director Loretta Shaffer:

Description/Background: The Tourist Development Council (TDC) seeks funding approval for organizations that have festivals, events, or programs which support the TDC's mission of growing the economy and accelerating prosperity in Marion County through effective destination sales and marketing. The Arts and Cultural Destination Enhancement Funding Program is a multi-faceted approach to enhancing the tourism product within Ocala/Marion County and aid in the programming and promotions of arts, culture, history, heritage and nature experiences that, as one of their main purposes, attract tourists, as evidenced by the promotion of the experience to tourists.

College of Central Florida Foundation, Inc. F/B/O Appleton Museum of Art	$10,000
Ocala Civic Theatre, Inc.	$10,000
Marion Cultural Alliance, Inc.	$7,500
Reilly Arts Center, LLC	$10,000

Budget/Impact: Neutral; expenditure of up to $37,500. Funding from CP155552-548101.

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

7.6. Transportation - County Engineer:

7.6.1. Request Approval of the Release of a Subdivision Improvement Agreement with Bond Associated with Ocala Preserve Phase 8 (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 approve the Release of a Subdivision Improvement Agreement with Irrevocable Letter of Credit associated with Ocala Preserve Phase 8. The engineering improvements were inspected on November 6, 2025. The release will be recorded in the public record for proper satisfaction of the surety bond.

Budget/Impact: None.

DRAFT

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

7.6.2. Request Approval of the Release of a Subdivision Improvement Agreement with Bond Associated with Ocala Preserve Phase 12 (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 Irrevocable Letter of Credit associated with Ocala Preserve Phase 12. The engineering improvements were inspected on November 6, 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.

7.6.3. Request Approval of an Indemnification Agreement Between Southern Impression Homes LLC and Marion County for the Proposed Fountain Villas Subdivision, Application 32052 (Budget Impact - None)
The Board accepted the following recommendation as presented by County Engineer Cohoon, OCE:

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 Fountain Villas 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 southern portion of the County and contains 94 lots and two (2) tracts on 35.95 acres with 0.88 miles of roads.
Budget/Impact: None.
Recommended Action: Motion to approve the attached indemnification Agreement between Southern Impression Homes LLC and Marion County for the proposed Fountain Villas subdivision and authorize the Chairman and Clerk to execute the same.

7.6.4. Request Approval of a Purchase Agreement Associated with the SW 80th Street Road Improvement Project for Parcel 3545-002-003 (Budget Impact - Neutral; expenditure of $35,000)
The Board accepted the following recommendation as presented by County Engineer Cohoon, OCE:

Description/Background: This is a request to approve a Purchase Agreement in the amount of $35,000 plus closings costs for parcel 3545-002-003 associated with the SW 80th Street road improvement project (SW 80th Avenue to SW Hwy 200). This is an unimproved parcel of approximately 0.23 acres.
The negotiated agreement is inclusive of any and all costs associated with this transaction. There are cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.

DRAFT

Budget/Impact: Neutral; expenditure of $35,000 plus closing costs (Fund TIP000045- TIPROADS- EXPANSROW-772- GB772541-561301).
Recommended Action: Motion to approve the Purchase Agreement and authorize the Chairman and Clerk to execute the same.

7.6.5. Request Approval of a Purchase Agreement Associated with the NW 49th Street Phase 3 Road Improvement Project for a Portion of Parcel 1304-051-013 (Budget Impact- Neutral; expenditure of $20,000)
The Board accepted the following recommendation as presented by County Engineer Cohoon, OCE:

Description/Background: This is a request to approve a Purchase Agreement in the amount of $20,000 plus closing costs for a portion of parcel 1304-051-013 associated with the NW 49th Street Phase 3 Road Improvement Project (from NW Hwy 225A to NW 44th Avenue). This right-of-way taking is approximately 0.007 acres.
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 $20,000 plus closing costs (Fund STC073811- CIPTRANSP- NEWINF ROW-738 - VJ38541-561301).
Recommended Action: Motion to approve the Purchase Agreement and authorize the Chairman and Clerk to execute the same.

7.6.6. Request Approval of a Purchase Agreement Associated with the NW 49th Street Phase 3 Road Improvement Project for a Portion of Parcel 1304-056-004 (Budget Impact - Neutral; expenditure of $71,000)
The Board accepted the following recommendation as presented by County Engineer Cohoon, OCE:

Description/Background: This is a request to approve a Purchase Agreement in the amount of $71,000 plus closing costs for a portion of parcel 1304-056-004 associated with the NW 49th Street Phase 3 Road Improvement Project (NW Hwy 225A to NW 44th Avenue). This is a 0.026-acre right-of-way taking of a 0.69-acre lot.
The negotiated agreement is inclusive of any and all costs associated with this transaction. There are cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.
Budget/Impact: Neutral; expenditure of $71,000 plus closing costs (Fund STC073811- CIPTRANSP- NEWINF ROW-738- VJ38541-561301).
Recommended Action: Motion to approve the Purchase Agreement and authorize the Chairman and Clerk to execute the same.

7.6.7. Request Approval of a Purchase Agreement Associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project for a Temporary Construction Easement on a Portion of Parcel 21625-000-01 (Budget Impact - Neutral; expenditure of $1,700)
The Board accepted the following recommendation as presented by County Engineer Cohoon, OCE:

Description/Background: This is a request to approve a Purchase Agreement in the amount of $1,700 plus closing costs for a Temporary Construction Easement

DRAFT

on a portion of Parcel 21625-000-01 associated with the NW 80th/70th Avenue Segment 3 road improvement project (from +/- 900 feet north of SR 40 to +/- 600 feet south of US Hwy 27). This is a 0.002-acre taking of a 3.00-acre parcel.

The negotiated agreement is inclusive of any and all cost associated with this transaction. There are cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.

Budget/Impact: Neutral; expenditure of $1,700 plus closing costs (Fund STC073812- CIPTRANSP- EXPANS ROW-738- VJ738541-561301).

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Purchase Agreement.

7.6.8. Request Approval of a Purchase Agreement Associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project for a Portion of Parcel 21625-000-06 (Budget Impact - Neutral; expenditure of $15,000)

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

Description/Background: This is a request to approve a Purchase Agreement in the amount of $15,000 plus closing costs for a portion of parcel 21625-000-06 associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project (from +/- 900 feet north of SR 40 to +/- 600 feet south of US Hwy 27). This is a 0.027-acre right-of-way taking of a lot approximately 3.00 acres in size.

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 $15,000 plus closing costs (Fund STC073812- CIPTRANSP- EXPANS ROW-738- VJ738541-561301).

Recommended Action: Motion to approve the Purchase Agreement and authorize the Chairman and Clerk to execute the same.

7.6.9. Request Approval of an Indemnification Agreement Between Colen Built Development, LLC and Marion County for the Proposed Melody Preserve Subdivision, Application 32624 (Budget Impact - None)

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

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 20 individual permits for the construction of 10 building lots prior to Final Plat approval. 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 Melody Preserve subdivision.

This subdivision is located in the southwest portion of the County and contains 233 lots and eleven tracts on 70.06 acres with 1.92 miles of roads.

Budget/Impact: None.

Recommended Action: Motion to approve the attached indemnification Agreement between Colen Built Development, LLC and Marion County for the proposed Melody Preserve subdivision and authorize the Chairman and Clerk to execute the same.

DRAFT

8. COUNTY ATTORNEY: NONE

9. COUNTY ADMINISTRATOR: NONE

County Administrator Mounir Bouyounes, Administration, requested the Board's permission to move Item 14.1.4 up at this time. It was the general consensus of the Board to concur.

14.1.4. Present Notification of the Appointment of Bobbi Perez as Marion County Human Resources Director

Mr. Bouyounes introduced Roberta "Bobbi" Perez as the new Human Resources (HR) Director.

General discussion ensued.

HR Director Bobbi Perez advised that the opportunity is bitter sweet, noting the PR team will continue to be amazing. She stated she is looking forward to her future in the HR Department.

Chairman Zalak advised that Ms. Perez is the definition of an ideal team player, noting she has taken every challenge put in front of her and handled it well. He stated he is very proud of Ms. Perez and staff know they can count on her. Chairman Zalak expressed gratitude to Ms. Perez.

10. COMMITTEE ITEMS: NONE

11. NOTATION FOR ACTION:

11.1. Request Approval to Schedule and Advertise Two Public Hearings to Consider Ordinances to Amend the Marion County Land Development Code on Tuesday, March 31, 2026, at 5:30 p.m., and Tuesday, April 14, 2026, at 9:00 a.m., with Each Hearing to be Held in the McPherson Governmental Campus Auditorium

Growth Services Director Chuck Varadin presented the following recommendation:

Description/Background: Staff has submitted a Land Development Code (LDC) Amendment Application to consider amendments to the following:

- LDC Article 1, Division 2, Definitions.
- LDC Article 4, Zoning, Division 2, Zoning Classification, Section 4.2.2. General Requirements for all Agricultural Zoning Classifications.
- LDC Article 4, Zoning, Division 2, Zoning Classification, Section 4.2.6. Requirements for all Residential Zoning Classifications.
- LDC Article 6, Technical Standards and Requirements, Division 6, Habitat Protection, Section 6.6.6 Open Space.
- LDC Article 6, Technical Standards and Requirements, Division 7, Tree Protection and Replacement.
- LDC Article 6, Technical Standards and Requirements, Division 8, Landscaping.

The proposed revisions are to be considered by the Land Development Regulation Commission (LDRC) in a public hearing to be held on March 11, 2026, at 5:30 p.m., 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

DRAFT

of day. Further, the second public hearing shall be held at least ten 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 31, 2026, at 5:30 p.m., in the McPherson Governmental Campus Auditorium and
- Tuesday, April 14, 2026, at 9:00 a.m., 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 Article 1, Division 2 Definitions; Article 4, Division 2, Zoning, Section 4.2.2. General Requirements for All Agricultural Zoning Classifications; Article 4, Division 2, Zoning, Section 4.2.6. Requirements for All Residential Zoning Classifications; Article 6, Division 6, Habitat Protection, Section 6.6.6 Open Space; Article 6, Division 7, Tree Protection and Replacement; and Article 6, Division 8, Landscaping, on Tuesday, March 31, 2026, at 5:30 p.m. and Tuesday, April 14, 2026, at 9:00 a.m. 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 Article 1, Division 2 Definitions; Article 4, Division 2, Zoning, Section 4.2.2. General Requirements for All Agricultural Zoning Classifications; Article 4, Division 2, Zoning, Section 4.2.6. Requirements for All Residential Zoning Classifications; Article 6, Division 6, Habitat Protection, Section 6.6.6 Open Space; Article 6, Division 7, Tree Protection and Replacement; and Article 6, Division 8, Landscaping, on Tuesday, March 31, 2026, at 5:30 p.m. and Tuesday, April 14, 2026, at 9:00 a.m. in the McPherson Governmental Campus Auditorium. The motion was unanimously approved by the Board (5-0).

11.2. Request Approval to Schedule a Workshop to Discuss Utilities' Capital Improvement Program on Wednesday, April 29, 2026, at 2:00 p.m. in the McPherson Governmental Campus Auditorium

Utilities Director Tony Cunningham presented the following recommendation:

Description/Background: Marion County Utilities maintains a rolling five-year Capital Improvement Program (CIP) to plan and prioritize infrastructure investments. Staff have completed the annual update to reflect current needs, updated construction costs, and recent water and wastewater master planning efforts. Projects have been prioritized based on available revenues, regulatory requirements, system capacity, and long-term maintenance needs.

Staff will present the updated CIP, highlight key changes and progress to date, and provide the Board with an opportunity for questions and feedback prior to finalization.

Budget/Impact: None.

Recommended Action: Motion to approve a workshop to discuss the Utilities CIP on Wednesday, April 29, 2026, at 2:00 p.m. in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to approve a workshop to discuss the Utilities CIP on Wednesday, April 29, 2026, at 2:00

DRAFT

p.m. in the McPherson Governmental Campus Auditorium. The motion was unanimously approved by the Board (5-0).

11.3. Request Approval of Trail Dedication Location in Honor of Larry Whitler and Robin MacBlane

ACA Amanda Tart, Administration, presented the following recommendation:

Description/Background: On November 4, 2025, Thomas Whitler, Larry Whitler's brother, came before the Board and requested that a trail or something in nature be named after Larry Whitler and Robin MacBlane. Larry and Robin were big advocates of environmental conservation. Larry and Robin tragically lost their lives in July, 2025 after their vehicle was struck by a pickup truck that failed to stop at a red light.

The Board tasked staff with coming up with a way to keep their legacy alive. Staff worked with the family to determine a location for the dedication. After being presented with a few options, the family chose a trail at Horseshoe Lake Park & Retreat. The trail picked to be dedicated is a portion of the Bald Eagle Trek & Hawk Walk trails.

Upon approval, staff will work with the family to coordinate signage and a small ceremony to dedicate the trail in Larry and Robin's honor.

Budget/Impact: None.

Recommended Action: Motion to approve the trail dedication location in honor of Larry Whitler and Robin MacBlane.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to approve the trail dedication location in honor of Larry Whitler and Robin MacBlane. The motion was unanimously approved by the Board (5-0).

11.4. Request Ratification of the Extensions of the State of Emergency Orders Signed by the Chairman on February 17, 2026, and February 24, 2026, and Request Approval to Extend the State of Emergency Order, Pertaining to a Ban on the Use of Flares, Explosives, or Outdoor Burning Devices or Otherwise Lawful Outdoor Burning

Executive Assistant Jennifer Clark, Commission Office, presented the following recommendation:

Description/Background: Dry and windy conditions continue to cause and exacerbate wildfires in Marion County, so a mandatory burn ban is being used as a measure to protect the health, safety, welfare and property of citizens and visitors.

The burn ban prohibits all outdoor burning with the following exceptions:

- Use of outdoor cookers or grills as long as they are attended by a responsible adult at all times the unit is burning, cooking or otherwise in use
- Commercial land clearing where: inspection of review and approval has been granted by the Florida Forest Service or Marion County Fire Rescue on a case by case basis and it is determined that there will be sufficient fire suppression personnel and equipment on scene. Authorization must be granted by the Florida Forest Service
- Public fireworks displays with adequate fire suppression equipment and personnel on site; and pursuant to Marion County Special Use Permit and Marion County Fire Rescue Fireworks Permit

DRAFT

A State of Emergency Order (Order) went into effect on February 10, 2026, and was extended, pursuant to the Order, until 5:00 p.m. on March 3, 2026. If approved by the board, the Order will be extended until 5:00 p.m. on March 10, 2026.
Budget/Impact: None.
Recommended Action: Motion to ratify the extensions of the Orders signed by the Chairman on February 17, 2026, and February 24, 2026, and motion to approve extending Order for an additional seven (7) days.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to ratify the extensions of the Orders signed by the Chairman on February 17, 2026, and February 24, 2026, and to approve extending the Order for an additional seven (7) days. The motion was unanimously approved by the Board (5-0).

11.5. Request Ratification of the Order Extending the Declaration of State of Local Emergency Signed by the Chairman on February 24, 2026, and Request Approval of an Order to Extend the Declaration of State of Local Emergency, Related to the Railroad Tie Fire on CSX Property in the City of Dunnellon

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

Description/Background: On Sunday morning, February 1, 2026, a railroad tie fire in the City of Dunnellon prompted the deployment of Marion County Fire Rescue and Marion County Emergency Management to safeguard local businesses and residents.
On February 3, 2026, the Board of County Commissioners adopted a resolution to declare a state of local emergency as a result of the fire, which was extended, pursuant to the resolution, until March 3, 2026.
If approved by the board, the Declaration of State of Local Emergency (Declaration) will be extended for an additional seven (7) days until March 10, 2026.
Budget/Impact: None.
Recommended Action: Motion to ratify the order extending the Declaration signed by the Chairman on February 24, 2026, for the railroad tie fire on CSX property in the City of Dunnellon, and motion to approve the order to extend the Declaration for an additional seven (7) days.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to ratify the order extending the Declaration signed by the Chairman on February 24, 2026, for the railroad tie fire on CSX property in the City of Dunnellon and to approve the order to extend the Declaration for an additional 7 days. The motion was unanimously approved by the Board (5-0).

12. GENERAL PUBLIC COMMENTS:

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

Chairman Zalak opened the floor for public comment.

James Sampson, SE 186th Terrace, presented a newspaper by Youthful Spirit with articles entitled “Youth Boxers Take a Stand Against Bullying” and “School Resource Officers to be Recognized”, as well as framed images shown to the BCC regarding an

DRAFT

antibullying campaign initiated by Commissioner Bryant. He commented on the history of the antibullying program.
General discussion ensued.
Mary Rider, NE 6th Street, expressed concern about farmland preservation, noting she would like to see the land used as farmland to make Florida self-sustainable. She commented on development and the County's aquifer water supply.
Chairman Zalak advised that 50 percent (%) of Marion County is in some kind of conservation. He addressed the Farmland Preservation Area (FPA), which is intended to keep farms rural and productive as farms (cattle, horses, agriculture, etc.). Chairman Zalak stated the Board intentionally puts more development intensity inside of the Urban Growth Boundary (UGB), so it does not impact rural areas. He advised that it is the strategic goal of the BCC to make sure Marion County maintains its character.
Commissioner Stone stated those types of decisions are not made in a vacuum and the Board does not issue water permits. She clarified that those permits go through 2 Districts. The Southwest Florida Water Management District (SWFWMD) manages everything west of Interstate 75 (I-75) and the St. John's River Water Management District (SJRWMD) oversees everything east of I-75. Commissioner Stone advised that it is not just the BCC making a decision, noting water permitting is done at the State level through those water management authorities.
Jason Martin, SE 58th Avenue, addressed County oversight of the Stump Dump location located at 5451 SE Maricamp Road. He provided an overview of the history of the business' operations and their permits, as well as expressing concern regarding the migration of sawdust. Mr. Martin opined that the enlargement of the site since 2018 and the designation as a Disaster Debris Management site beginning in 2019 through today by Marion County should have disqualified the property as a non-conforming use. He stated the County sets land use, not the Florida Department of Environmental Protection (FDEP).
Chairman Zalak stated FDEP is the permitting agency for Class III landfills. He clarified that the site is not even operating as a Class III landfill, noting they are operating as a tree recycling debris yard.
Mr. Martin advised that it is an industrial operation.
Chairman Zalak stated the stronger zoning/use is the landfill use. He advised that someone mulching trees is less intense than burying garbage in the ground.
In response to Chairman Zalak, Mr. Minter stated Mr. Martin referenced a discussion from 2022 and he is not prepared to advise on it without going back to review the situation.
Chairman Zalak opined that the best thing to do is to have Growth Services and Mr. Minter get together to find out if there is any issue. He stated he is not aware of anything that would not allow them to operate. Chairman Zalak advised that until the County Attorney tells the Board Stump Dump is not allowed to operate or needs to do something specific, they are allowed to continue.
General discussion ensued regarding property rights.
Chairman Zalak stated Mr. Martin moved in next door to an existing use, noting the BCC is not going to remove an existing use without the County Attorney making a legal opinion that they have definitely obscured the law. He advised that Stump Dump has property rights as well. Chairman Zalak stated if Mr. Martin has a case that the business is operating illegally then he should take it to court.
In response to Chairman Zalak, Mr. Martin advised that Stump Dump having a permit to operate as a landfill does not give them carte blanche to operate as any type of industrial

DRAFT

facility. He stated he has sawdust invading his property, home, windows, etc. and the County has done nothing.
Chairman Zalak reiterated that staff believes he has a legal use.
Mr. Martin stated Stump Dump does not have the right to impede the use of his property, noting someone is not exercising oversight.
Chairman Zalak advised that the oversight is done by FDEP.
In response to Mr. Martin, Chairman Zalak stated the Board sets land use, but the regulating agency is FDEP. He commented on FDEP's enforcement of landfills. Chairman Zalak reiterated that if there is sawdust coming onto Mr. Martin's property then his issue is with FDEP.
Mr. Martin opined that it is litter on his property.
Louine Ek, SW 59th Street, commented on the County's seal, noting she is present today to bring words of wisdom and encouragement. She read quotes from former United States (US) presidents Ronald Reagan, John F. Kennedy, and John Quincy Adams into the record.
Chairman Zalak directed Legal to speak with Growth Services Director Varadin for an opinion on the matter regarding Mr. Martin's concerns.
Thomas Whitler, Pine Course, expressed appreciation for the approval of Item 11.3 regarding the dedication of a trail at Horseshoe Lake Park & Retreat in honor of Larry Whitler and his partner Robin MacBlane.
Chairman Zalak stated he is very excited to have the dedication at the park in his District, noting it is a beautiful thing. He advised that they left an incredible legacy for Marion County and promoted everything great about the community.
Commissioner Bryant stated they were wonderful people.

13. COMMISSIONER ITEMS:
13.1. Commission Comments
Commissioner Stone commented on the recent Run for the Springs event held on February 28, 2026, noting nearly 300 people came out to participate. She expressed gratitude to all of the volunteers for making the experience very special for everyone to enjoy.

Commissioner Bryant advised that she has nothing further to add.

Commissioner Curry stated Linda Norman, Dog Classification Board, has decided to step down. He advised that he decided to appoint Justin McClure and provided an overview of his qualifications.
Commissioner Curry stated Mark Anderson, PR, received the Brilliance Photo Award from the East Central Florida Regional Planning Council (ECFRPC) in New Smyrna. He advised that there were 5 awards for photos and he received the top one.

Commissioner McClain advised that he has nothing further to add.

Chairman Zalak stated there will be a prayer at the Ocala-Marion County Veterans Memorial Park at 7:30 a.m. on March 4, 2026 and every Wednesday through July 4, 2026. He advised that the Veterans Hall of Fame is opening on March 19, 2026. Chairman Zalak commented on the upcoming Marion County Day, the 250th Ball, and July 4th celebrations.

DRAFT

Chairman Zalak noted it is the ten o'clock hour**.**

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 Adoption of a Resolution to Close and Abandon Tract A of the Carriage Trail Plat, Plat Book 001, Page 138

County Engineer Cohoon, OCE, presented the following recommendation:

> Description/Background: This is a request to consider approval of a Resolution by Petitioners Willie B. Hayter and Karla S. Hayter to close and abandon Tract A of the Carriage Trail Plat (Plat Book 001, Page 138) to renounce and disclaim any right of the County and the general public.
>
> The request for Road Closure was heard and approved by the Development Review Committee on December 15, 2025.
>
> Budget/Impact: None.
>
> Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Resolution closing and abandoning Tract A of the Carriage Trail Plat (Plat Book 001, Page 138).

Deputy Clerk Thornton presented Proof of Publication of a legal ad entitled, "Notice of Public Hearing to Close and Abandon Road(s)" published in the Voice of South Marion newspaper on January 29, 2026. The Notice states the Board will consider the petition by Marion County to close and abandon certain road(s).

County Engineer Cohoon, OCE, presented a Location Map as seen on the overhead screens. He provided an overview of the request to close and abandon Tract A of the Carriage Trail Plat, noting this section has never been developed.

In response to Chairman Zalak, Mr. Cohoon advised that the Property Appraiser is who determines how the property would be split back. He stated he is relatively certain based on the parcel lines that this would go back to the individual property owners that are adjacent, but clarified that he has not spoken with the Property Appraiser. Mr. Cohoon advised that staff received 4 letters of support and if approved today there would be a full abandonment including the right-of-way (ROW) and the conservation area. Any utility easements that are on the property would still remain.

Commissioner Bryant commented on a recent abrogation case, noting the property legally goes back to the original parcel it came from.

In response to Chairman Zalak, Mr. Cohoon stated through the process staff has found all the easements associated with their existing access.

Chairman Zalak opened the floor for public comment.

Kevin Vickers, SE 17th Court, stated he is in support of this request and expressed gratitude to the Board, Administration, and the Development Review Committee (DRC) for their work.

Secretary Clay Pederson, Carriage Trail Homeowners Association (HOA), SE 87th Place, expressed support on behalf of the Carriage Trail HOA.

Joseph Walker, SE 54th Place, Ocklawaha, commented on legal access by the Tractor Supply and the subject area.

Chairman Zalak advised that the person behind the property already has legal access and a driveway.

In response to Chairman Zalak, Mr. Cohoon stated this abrogation will not cut off access.

Commissioner Bryant stated the individual did not have access through this abrogation

DRAFT

to begin with.
Chairman Zalak advised that this is taking the property that was part of a subdivision previously set aside by a developer and giving it back to the people that are there taking care of the property.
In response to Chairman Zalak, ACA Tracy Straub, Administration, stated Mr. Walker is referring to private property owned by Tractor Supply where people had been cutting across.
Chairman Zalak advised that it was never a dedicated easement. Ms. Straub concurred.
General discussion resumed.
In response to Mr. Walker, Commissioner Curry stated he has visited the Tractor Supply site with staff. He advised that Mr. Walker is right, noting part of the legal access is on Federal land. Commissioner Curry stated he is continuing to work with OCE and the Florida Forestry Service (FFS) to get the legal access cleaned up, but it is a difficult road to have that done through the Federal government.
A motion was made by Commissioner Bryant, seconded by Commissioner Curry, to approve Resolution 26-R-58 closing and abandoning Tract A of the Carriage Trail Plat (Plat Book 001, Page 138). The motion was unanimously approved by the Board (5-0).
Resolution 26-R-58 is entitled:

> A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA; INCORPORATING RECITALS; PROVIDING A FINDING THAT CHAPTER 336, FLORIDA STATUTES, AUTHORIZES AND EMPOWERS THE BOARD TO ACT ON THE PETITION TO VACATE, ABANDON, DISCONTINUE AND CLOSE A CERTAIN ROAD(S) AND TO RENOUNCE AND DISCLAIM ANY RIGHTS AND OBLIGATIONS OF MARION COUNTY AND THE PUBLIC IN AND TO ANY LAND IN CONNECTION WITH SAID CERTAIN ROAD(S); PROVIDING A FINDING THAT SAID CERTAIN ROAD(S) IS NOT A PORTION OF FEDERAL OR STATE HIGHWAY SYSTEM; PROVIDING A FINDING THAT THE ROAD(S) IS NOT BEING USED BY THE GENERAL PUBLIC AS A ROAD(S); PROVIDING A FINDING THAT IT IS NOT THE INTENT OF THE BOARD TO VACATE ANY EASEMENTS FOR PUBLIC UTILITIES THAT MAY EXIST WITHIN SAID CERTAIN ROAD(S); PROVIDING A FINDING THAT VACATING, ABANDONING, DISCONTINUING, AND CLOSING SAID CERTAIN ROAD(S) AND DISCLAIMING ANY RIGHTS AND OBLIGATIONS OF MARION COUNTY AND THE PUBLIC IN AND TO ANY LAND IN CONNECTION WITH SAID CERTAIN ROAD(S) WOULD BENEFIT THE GENERAL PUBLIC WELFARE AND WOULD BE IN THE BEST INTEREST OF THE PUBLIC; VACATING, ABANDONING, DISCONTINUING, AND CLOSING SAID CERTAIN ROAD(S); RENOUNCING AND DISCLAIMING ANY RIGHTS AND OBLIGATIONS OF MARION COUNTY AND THE PUBLIC IN AND TO ANY LAND IN CONNECTION WITH SAID CERTAIN ROAD(S); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

DRAFT

13.2. Commission Calendar
13.2.1. Present Commission Calendar
The Chairman acknowledged receipt of the Commission calendar covering the period of March 3 to April 7, 2026.

14. NOTATION FOR RECORD:
14.1. County Administrator Informational Items:
14.1.1. Present Resignation from the Pine Run Municipal Services Taxing Unit Advisory Council - Brenda Guastini
14.1.2. Present Approved Proposal from Nabors, Giblin & Nickerson's for Legal Services on the County's Annual Fire Assessment Program
14.1.3. Present Update for Marion County Veterans Hall of Fame
14.1.4. Present Notification of the Appointment of Bobbi Perez as Marion County Human Resources Director

14.2. Present Walk-On Items From Previous BCC Meeting:
14.2.1. WALK ON: Presented on February 17, 2026, as Agenda Item 8.1.: Requesting Board Approval of an Agreement to Waive the Normal 12-Month Period for Refiling an Application for a Small Scale Plan Amendment and Concurrent PUD Rezoning, and to Hold in Abeyance a Pending Request for Mediation Pursuant to Section 163.3184(4), Florida Statutes and Petition For Relief Pursuant to Section 70.51, Florida Statutes ("FLUEDRA" Proceeding), Regarding Applicant Linda Capozzoli, and Related Civil Action, as Further Discussed Below
14.2.2. WALK ON: Presented on February 17, 2026, as Agenda Item 8.2.: Requesting Board Consensus for the County Administrator, County Attorney, Clerk of Court, And Outside Bond Counsel to Continue Discussions with and Conducting Preliminary Due Diligence Assessment of a Proposal from Upward Communities to Deliver Affordable Essential Workforce Housing for Public Agency Employees

14.3. Clerk of the Court:
14.3.1. Present Report No. 2026-01 Initial Construction Audit of Freedom Library Remodel and Addition
14.3.2. Present Administrative Budget Transfer Report for FY 2025-26
14.3.3. Present Regular Report of Utilization for Reserve for Contingencies

14.4. Present for information and record, minutes and notices received from the following committees and agencies:
14.4.1. Code Enforcement Board - January 14, 2026
14.4.2. Dog Classification Board - June 4, 2025
14.4.3. Development Review Committee - February 2 and 9, 2026
14.4.4. Housing Finance Authority - November 19, 2025
14.4.5. Land Development Regulation Committee - February 4, 2026
14.4.6. License Review Board - December 9, 2025
14.4.7. MCFR and EMS Advisory Board - August 20, 2025

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

DRAFT

14.5.2. Southwest Florida Water Management District (SWFWMD) - For Minutes and Agendas, Visit the Website at http://www.WaterMatters.org
14.5.3. St. Johns River Water Management District (SJRWMD) - For Minutes and Agendas, Visit the Website at https://www.sjrwmd.com
14.5.4. Transportation Planning Organization (TPO) - For Minutes and Agendas, Visit the Website at https://ocalamariontpo.org
14.5.5. Withlacoochee Regional Water Supply Authority (WRWSA) - For Minutes and Agendas, Visit the Website at http://www.wrwsa.org

There being no further business to come before the Board, the meeting thereupon adjourned at 10:08 a.m.

_____
Carl Zalak, III, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

DRAFT

THIS PAGE INTENTIONALLY LEFT BLANK

DRAFT

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23075 **Agenda Date:** 6/2/2026 **Agenda No.:** 3.2.

SUBJECT:
March 3, 2026 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 3, 2026

CALL TO ORDER:
The Marion County Board of County Commissioners (BCC) met in a workshop session in Commission Chambers at 2:02 p.m. on Tuesday, March 3, 2026 at the Marion County Governmental Complex located in Ocala, Florida.

INTRODUCTION OF WORKSHOP BY CHAIRMAN CARL ZALAK, III
Chairman Zalak advised that the workshop was scheduled this afternoon to discuss options for the Parks and Recreation Department projects.

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

ROLL CALL
Upon roll call the following members were present: Chairman Carl Zalak, III, District 4; Vice-Chairman Matthew McClain, District 3; Commissioner Craig Curry, District 1; Commissioner Kathy Bryant, District 2; and Commissioner Michelle Stone, District 5. Also present were County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes, and Assistant County Administrator (ACA) Angel Roussel,

The Deputy Clerk was in receipt of a 17 page Agenda packet to follow along with the PowerPoint presentation.

WORKSHOP PRESENTATION

1. Presentation by Pegeen Hanrahan, P.E., Trust for Public Land, to Discuss Options for the Parks & Recreation Department Projects:

Parks and Recreation Director Jim Couillard presented the following:

Description/Background: During the Budget Workshop on July 9, 2024, the Marion County Board of County Commissioners (Board) requested more discussion regarding the support needed for the Parks & Recreation Department (Department) projects. This led to a series of workshops related to capital improvement, future parks, funding opportunities and strategies.

On December 3, 2024, a joint workshop was held with the City of Belleview to discuss existing conditions and needs.

On December 5, 2024, a workshop was held with the Board to discuss the Parks & Recreation Master Plan, deferred maintenance & capital replacement, new parks and funding.

On December 19, 2024, a workshop was held with the Board to discuss expansion improvements, funding proposals for the work needed and project classification funding.

On January 29, 2025, a workshop was held with the Board to discuss funding options for the Capital Improvement Program.

During these workshops, the Department presented a diversified funding strategy to meet the needs of our current and growing population. Those strategies include restructuring of the Parks & Recreation Fees fund, the implementation of Parks &

DRAFT

Recreation Impact Fees and the pursuit of bond funding. Bond funding was recommended to address maintenance projects and as a solution to address the need of regional parks in the higher growth areas of Marion County. To bring clarity to the process of how bond funding for parks can be implemented, the Board requested more information on how a feasibility study can provide a glimpse of the community's tolerance and support of such funding. In response to this request, Pegeen Hanrahan, P.E., with the Trust for Public Land, will be presenting information related to this process.

Budget/Impact: None.

Recommended Action: For review and discussion.

Parks and Recreation Director Jim Couillard addressed the need to continue to work together toward long term sustainable funding solutions for the Parks and Recreation Department. He expressed his appreciation to the Board for its partnership and the shared commitment to meeting the evolving needs of the community. Mr. Couillard advised that the Department has a growing need for consistent funding both to care for and maintain its existing facilities and to plan thoroughly and thoughtfully for future parks, recreation centers, and trail projects.

Mr. Couillard advised that in previous discussions, staff have shared information about its backlog of deferred maintenance, capital improvements and replacement needs, as well as opportunities that new parks and expanded recreation services and spaces can create for residents and visitors alike. Since July of 2024, together with the Board, staff have met several times to explore potential funding options that can help address these needs in strategic and sustainable ways. Impact Fees and bond funding have been two areas of focus, and staff are especially encouraged by the potential role of Tourism Development dollars in enhancing parks that both strengthen the community and supports tourism. Each of these tools represents a promising opportunity, and staff are excited to continue working alongside the Commissioners to bring meaningful improvements to Marion County. He noted today's workshop will focus specifically on bond funding.

Mr. Couillard introduced Pegeen Hanrahan from the Trust for Public Land (TPL), who will share some insights and recommendations on how their team can support the County in reaching shared goals.

Pegeen Hanrahan, P.E., National Associate Director of Conservation Finance with the TPL, introduced her new colleague, Casey Bauer, Florida Director for Conservation Finance for TPL. She stated Mr. Bauer comes to the firm from the Tampa Bay Downtown Partnership and knows the rough and tumble of local government and the exciting mission that Marion County has as a community. Ms. Hanrahan stated Marion County has one of the longest records of voter authorized funding for parks going back to the Pennies For Parks initiative created in the 1990s, noting other communities have always looked up to the Marion County BCC for its early leadership. She commented on the recently passed Marion County One Cent Sales Tax to support its transportation program, which has been very strongly supported by voters and speaks well to people's trust in Marion County government. Ms. Hanrahan advised that TPL is a National nonprofit organization founded in 1972, noting she and Mr. Bauer work for the segment of the of the organization called Conservation Finance and work almost exclusively at the ballot box with voter authorized funding sources, but also do some Legislative work. She noted she is currently working with the State of South Carolina and the State of Georgia on their funding sources. Ms. Hanrahan stated she and Mr. Bauer work together on parks, trails, natural lands, open space and also schoolyards. She noted TPL is the biggest organization in the Nation for

DRAFT

rail and trail projects, as well as the Readiness and Environmental Protection Integration (REPI) Program, which protects the Nation's military assets and land around military bases. Ms. Hanrahan stated over the arc of time TPL has worked on over 5,500 land acquisition projects and 311 Community Schoolyards by opening them up to public use during non-school hours. The organization's work has protected over 4,000,000 acres of land and helped achieved over $112,000,000,000.00 in voter authorized funding.

In response to Commissioner Bryant, Ms. Hanrahan advised that her presentation does not include details regarding the Community Schoolyards projects, but would be glad to connect the Board to the organization's School Yards Director. Commissioner Byrant opined that Ms. Hanrahan could get consensus from the Board to share more information on that because it has been discussed in the past.

In response to County Administrator Mounir Bouyounes, Ms. Hanrahan advised that TPL has done a couple of School Yard projects in Florida, noting Alachua County has invested in a Wild Spaces/Public Places program at some of its school facilities. She noted those projects were funded by County Sales Tax dollars. Ms. Hanrahan provided a brief overview of similar types of school projects. She stated one of the other things that TPL works on with local governments is figuring out how to help bring down State and Federal dollars with programs like Rural and Family Lands, the Greenways and Trails funding, the Florida Communities Trust funding, etc. Ms. Hanrahan provided a brief overview of some of the other rural protection projects, noting the organization has worked on 470 projects in Florida, especially as it relates to the Florida Wildlife Corridor.

Ms. Hanrahan advised that the TPL's primary funder is a Tampa focused technology entrepreneur named Arnie Bellini who has funded the organization to work predominantly with local government through Live Wildly and the Bellini Better World Foundation to try to encourage local funding sources to help protect the Florida Wildlife Corridor. She reiterated that the organization has worked on many ballot measures that are purely for parks or even individual projects. Ms. Hanrahan advised that TPL has the ability to work on ballot measures that include priorities other than parks, trails or open space, most commonly roads, because that is one of the most expensive capital needs of County governments. The organization has also worked on fire stations, sheriff's facilities, animal shelters, libraries, affordable housing, anything that is a legal public use of capital dollars. In Florida, TPL has worked on 45 successful ballot measures with an overall 90 percent (%) win rate. She stated over the long arc of time, about 77% of all measures that have gone to the ballot in the United States (US), including some outdoor recreation conservation uses have passed.

Ms. Hanrahan advised that there are 3 main local capital funding options: 1) General Obligation Bonds (single subject, focused on capital project and typically backed by ad valorem property tax millage); 2) property taxes or budget allocation (BCC can allocate on their own without voter approval); and 3) Sales Tax (usually for capital projects and placed on ballot for voter approval).

Ms. Hanrahan commented on General Obligation Bonds, which to a local government is similar to a mortgage as it is a long term lending instrument. It is usually backed by the property tax if it is voter approved, but the County can of course bond for other revenue sources as well such as property taxes or budget allocations. She noted there are Counties in Florida like Lee, Collier, and Volusia that do a voter dedicated property tax. Ms. Hanrahan opined that it is a little bit easier to pass a bond than a Sales Tax, noting the other piece of that is anyone who is buying anything that is taxable does pay a Sales Tax, whereas a bond is only paid for by property owners if it is backed by the property

DRAFT

tax. She referred to the map on page 9, which reflects Counties in the State of Florida with existing voter approved conservation funding. Ms. Hanrahan addressed the key ingredients that go into a voter approved funding source, which are: 1) a demonstrated need, 2) elected leadership, and 3) community engagement and support. She commented on the need for clear, legal, descriptive ballot language. Ms. Hanrahan addressed the process that TPL follows to help decision makers assess funding options, which includes the County's request for technical assistance, which the Board approved a few weeks ago; feasibility research; public opinion survey/poll; program recommendations and ballot language; and a privately funded campaign (most locally raised funds). She opined that people already know how they feel about Marion County, whether they want to invest in their parks, whether or not they think their taxes are at a good level or too high, etc. TPL always requests the local County attorney review and approve as to what the actual ballot language will look like. Ms. Hanrahan commented on the importance of people having trust in their government to do what it says it will. She advised that trust is usually translated to the voters through things like citizen oversight committees, annual public audits, and ensuring citizens understand that all of the expenditures are open to public review by placing the information on the County's website.

Commissioner Curry commented on the process of a privately funded campaign, noting in regard to the One Cent Sales Tax that recently passed, it was the CEP that did the polling and actually ran that campaign because the BCC could not do it from a governmental standpoint. He questioned whether TPL would go out and enlist organizations like the CEP and other groups in the community to help support the effort.

Ms. Hanrahan stated TPL can; however, it is always strongest when a campaign looks and feels like Marion County. A privately funded campaign can include the business community and charitable organizations. She stated she knew enough about Marion County to know that it has a lot of capable people here who would likely be willing to step up and help with that privately funded campaign.

General discussion ensued.

Ms. Hanrahan commented on the feasibility research, which she opined was a very useful document, noting it brings things together and puts them in one place. The demographics, the parks and conservation budget, the fiscal capacity, etc. She advised that TPL will work with staff on what the County's outstanding obligations are, its political profile turn-out, the breakdown between different parties, the history of what has or has not been approved in the past, as well as election requirements.

Ms. Hanrahan referred to the charts on page 12, which provide examples of bond cost calculations and the costs for typical homeowners in the community. The calculations assume a 4% interest rate and a 20 year bond maturity. The calculations include a 0.1100 of a mill increase for the average assessed residential value of $155,621.00, which would translate to an $18.00 per year cost for the average single family home. Another calculation was provided at a millage rate of 0.2500 of a mill based on $38,000,000,000.00 in taxable value that would lead to about $9,500,000.00 in annual revenue. The average cost for a single family home with an assessed residential value of $155,621.00 would be $39.00. She stated this is the type of data that TPL would analyze in the feasibility report.

Ms. Hanrahan referred to pages 13 and 14, which reflect examples of the ballot language utilized in Clay and Collier Counties. She commented on higher turnout elections and advised that TPL generally recommends a General Election for the ballot to be placed on,

DRAFT

whether it is an off year like 2026 or a presidential year like 2028.
Ms. Hanrahan referred to the map on page 15, noting TPL has a system entitled “Park Serve” where it maps the public parks in 14,000 cities and towns. She noted the areas in purple reflect areas in Marion County that have priority needs for parks. Ms. Hanrahan advised that Marion County has a capital plan for its parks, but should continue to make sure that it is touching base with the growing community, noting there should be equitable distribution of funds.
In response to Commissioner Curry, Ms. Hanrahan advised that Clay County utilized more of their Bond for acquisition of sensitive land and the purchase of development rights on private farms and forests. She noted Marion County has a very strong planning orientation in terms of its horse farm areas and has created a very protective land conservation through the Comprehensive Plan. Ms. Hanrahan advised that there is also another option where conservation easements are donated, noting some people choose to donate an easement for a tax benefit, but often times they are purchased.
Ms. Hanrahan stated similar to candidate campaigns, elected officials and staff should not expend County resources to advocate for or against passage, but unlike candidate campaigns, non-profits may do so legally. She advised that usually there is a political action committee led by local people that are raising and expending funds, which is all publicly disclosed through the Supervisor of Elections Office.
General discussion ensued.
Ms. Hanrahan stated it is not too late to consider placing this matter in the 2026 ballot or the Board could wait until 2028.
Commissioner Stone referred to the sample ballots and questioned whether there were any other agencies requesting funding at the same time or whether this was the only dollar value being asked of the voters. Ms. Hanrahan stated she was not certain, noting it is quite common for there also to be a School Board measure on the same ballot.
Ms. Hanrahan advised that the one thing about bonds is they must be single subject. For example, if the County wanted to fund two different types of projects, such as Sheriff's capital and parks, that would need to be two different bonds. She noted it is pretty common for TPL to work on multi issue bond measures.
Chairman Zalak stated there has to be single issue in regard to bonds, but questioned whether parks funding for playgrounds, equipment, purchasing conservation land, buying farm credits or whatever the Board decides, is that all under that one bond or would that have to be multiple bonds. Ms. Hanrahan advised that TPL has certainly seen that in a single bond, sort of all of the parks and conservation uses, but recommended the County Attorney perform some research and determine whether it should be one or two separate bonds.
Commissioner McClain questioned whether bond referendums are required to be by Super Majority (60%) vote. Ms. Hanrahan stated the threshold in Florida is 50% + 1.
Commissioner Curry commented on bonds in terms of the operational funding, noting once the parks are built, they have to be operated and maintained and questioned whether a capital funding bond can be joined up with maintenance bond.
Ms. Hanrahan advised that there is an option where it can have a single question that includes some bonding and some operational. The one limitation of that is that the operational funding is supposed to be affiliated only with the projects that were bonded. She stated Sarasota County is planning to have two questions on its next ballot, one is for bonding and one is for operational millage and the reason they did not want to do that as a single question is because their operational millage needs to be for projects that are

DRAFT

not in the current bond.
General discussion ensued.
In response to Commissioner Bryant, Mr. Couillard stated staff have an extensive list of capital asset replacement projects, expansion projects, as well as new projects. He opined that if the County is considering simply replacing or updating parks that are already there, while communities that are growing are not seeing any new infrastructure being added, that could be a little bit of an issue to deal with through this process. Mr. Couillard commented on expansion of park projects on existing lands the County currently has; for example, Orange Blossom Hills is a park that is still an open pasture with no funding to develop. He advised that Independence Park is another one, noting staff are working with the Department of Environmental Protection (DEP) on a potential land/lease swap that will include the need to invest in that land because DEP will want to see a five year plan.
In response to Commissioner Bryant, Mr. Couillard advised that the estimate in dollars needed for what staff is envisioning now is approximately $100,000,000.00, which includes $30,000,000.00 in deferred maintenance and another $19,000,000.00 in asset capital replacement.
Mr. Couillard opined that as long as the County wants to remain competitive in attracting sports tourism, it has to take a look at the competition. He advised that there are a lot of communities out there that are investing and are well ahead of Marion County in regard to bringing in major tournaments because they are spending big money on sports complexes with all of the amenities. Mr. Couillard noted most of their fields are lit differently, have paved parking, grand features, and other things to attract people to that sports complex.
General discussion ensued.
In response to Commissioner Bryant, Ms. Hanrahan stated the next step would be guidance from the BCC as to whether it is contemplating placing something on the 2026 or 2028 ballot.
General discussion resumed.
Chairman Zalak opined that the County needs to perform the polling and then bring the polling data back for consideration prior to deciding which ballot to place the bond request on.
Ms. Hanrahan advised that the one piece of polling that takes a little bit of time is making sure TPL can articulate to voters exactly what would or would not be included, noting the Board needs to get a recommendation from staff in terms of what the capital needs are and whether it would be for parks alone or would it include parks, trails and land conservation.
General discussion resumed.
Mr. Bouyounes stated staff will need to do some additional work, revamp the priority list, have some communication with the Board to agree on the list, and at the same time staff will also be working on ballot language.
Commissioner Stone questioned whether that also includes talking with some stakeholders out in the community and getting their support.
Chairman Zalak stated if the bond conversations include conservation opportunities, there may be other folks beside the Board that would want to be included; however, if it is just talking about park operations that can be more of a County discussion.
Ms. Hanrahan concurred, noting if that discussion includes conservation, the County has its Farm Bureau, Horse Farms Forever, Conservation Florida, and the Florida Trails Association it may want to include in that conversation.

DRAFT

Chairman Zalak stated his preference is to keep the park system regional, except where it does tie into the trail system (i.e., Greenway Trails).
Commissioner Bryant advised that she understands Chairman Zalak wanting to keep it regional; however, there are some pockets, especially out in the southwest corridor where something extremely passive could be beneficial to a lot of those communities.
General discussion ensued.
Chairman Zalak expressed concerns with the costs associated with large sportsplexes and stated tourism will not support the operations and maintenance (O&M) costs of those facilities, noting in 15 years that sportsplex is no longer relevant.
General discussion resumed.
Chairman Zalak opined that the Pennies for Parks Tax was amazing and provided the County all these really cool assets that they cannot fund and are having to struggle with funding as far as keeping up with the maintenance.
In response to Commissioner Bryant, Mr. Couillard advised that the last $10,000,000.00 of the Pennies for Parks Fund was split between improvements at Carney Island and Wrigley Fields, as well as the acquisition of Brick City Adventure Park.
General discussion resumed.
Ms. Hanrahan stated she has heard a lot of different visions from what each Commissioner wants and recommended that the Board direct staff to come back with different funding amounts, what the County could accomplish, etc. and whether or not that is what the constituents are looking for. She advised that TPL can bring back statistically valid public opinion.
General discussion resumed.
Chairman Zalak opined that the Board needs to also look for opportunities that will generate future income for the Parks Department, whether that includes creating another KP hole, RV park, or other type camping in order to use the parks for some of those other opportunities as well.
Commissioner Curry stated he did not want to wait until the 2028 ballot, noting the County is growing too fast and as long as the polling is indicative of moving forward, his preference is to place this matter on the 2026 ballot. He advised that the makeup of this Board is going to change after this year, noting he would rather have this Commission, with the expertise that it has, move this particular issue forward.
Chairman Zalak stated it was the Board's consensus to move forward with placing this matter on the 2026 ballot and directed staff to put a team together to make it happen and to bring back its recommendations.
In response to Chairman Zalak, Ms. Hanrahan advised that TPL would need the information within about a month and then it could bring back the polling data before May 1, 2026.
In response to Chairman Zalak, Ms. Hanrahan stated TPL work in Florida is primarily funded by Bellini Better World Foundation and the Doris Duke Charitable Foundation, so this work can be done for Marion County at no cost. She advised that Marion County is richly blessed with natural lands; however, there are still some important natural lands that have not been protected. Ms. Hanrahan commented on the need to have a local funding source to bring down those State and Federal funding sources. She advised that the TPL have staff in Washington who hold an annual Lobby Day where they can line up and request the County's Federal Representatives to provide funding from their specific Land and Water Conservation Fund or the REPI program, which is more military focused.
General discussion ensued.

DRAFT

Chairman Zalak commented on the robust operations happening at the Southeastern Livestock Pavilion (SELP) and the Dunnellon Airport and questioned if the County is missing anything to maximize those assets.
General discussion resumed.
Ms. Hanrahan stated the County does have the ability, for as long as they issue the bonds, to also take in some additional revenue affiliated under a certain millage rate as allowed under Florida Statute (FS). She advised that normally, once a local government starts a program and then goes back to the voters for reauthorization, the voters almost always say yes because it becomes important to their quality of life, especially when it comes to having access to the outdoors, whether it is hunting and fishing, riding horses, playing pickleball etc.
Ms. Hanrahan clarified that the County may have to do the bond and then a straw poll for a long term millage rate to secure the O&M, especially if the County needs operating money for something it is not putting in the bond, then it might be better to have two separate questions on the ballot.

NEW BUSINESS:
Mr. Bouyounes requested consensus from the Board to schedule a public hearing for the next Board meeting March 17, 2026 to consider some minor modifications to an existing Ordinance that deals with the low income non-ad valorem assessment assistance program. He clarified that every year the County sets aside some funding to assist those people with their assessment if they meet certain qualifications. Staff wanted to look at those qualifications and bring back a revised Ordinance. Mr. Bouyounes clarified that the level of percentage of the poverty rate the Ordinance allows today needs to be adjusted. He stated he would like to do some more work with the County Attorney and Community Services Director Cheryl Butler before the Board finalizes that Ordinance. It was the general consensus of the Board to concur.

Chairman Zalak expressed his appreciation to staff for a great workshop.

There being no further business to come before the Board, the meeting thereupon adjourned at 3:27 p.m.

DRAFT

_____
Carl Zalak, III, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23063 **Agenda Date:** 6/2/2026 **Agenda No.:** 4.1.

SUBJECT:
Billy Woods, Sheriff - Request Approval to Pursue the Purchase of Parcel No. 21935-002-00

INITIATOR:
Billy Woods, Sheriff

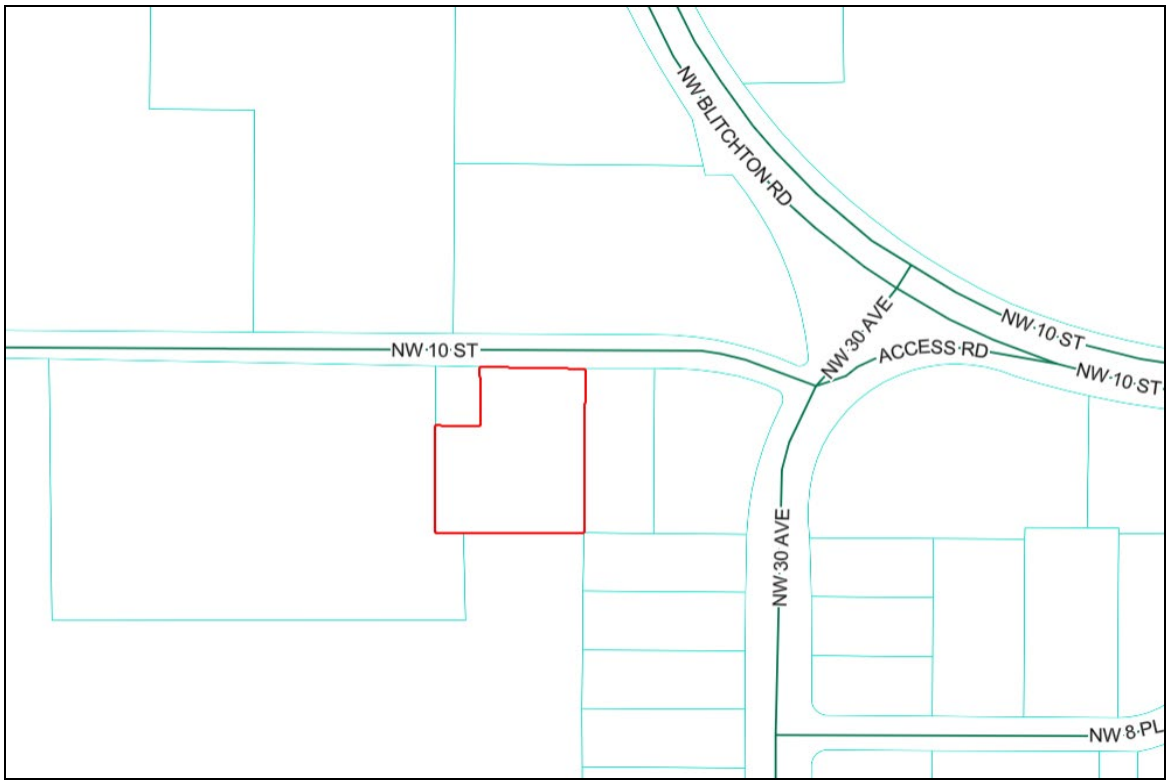
DEPARTMENT:
Sheriff's Office

DESCRIPTION/BACKGROUND:
The Marion County Sheriff's Office is requesting approval to pursue the purchase of the property located at 3002 NW 10th Street adjacent to Sheriff's Operations. The property would provide Emergency Management with a dedicated warehouse facility, improve operational efficiency, and create additional storage capacity for both Emergency Management and Sheriff's Facilities operations. Funding for the acquisition and potential improvements is available within the Sheriff's FY 2025-26 vehicle sales tax budget.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to authorize staff to proceed with negotiations following standard land acquisition proceedings on behalf of the Sheriff's Office for property located at 3002 NW 10th Street.

PROPERTY BOUNDARY MAP & AERIAL MAP



MARION COUNTY SHERIFF'S OFFICE

May 11, 2026

The Honorable Carl Zalak, Chair
Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471

Dear Chairman Zalak:

I am writing to formally express interest in purchasing the subject property at 3002 Northwest 10th Street adjoining the Sheriffs Operations. The total site area is estimated at 1.39 acres with a 1,560 SF office building and a 5,000 SF warehouse. This acquisition will allow Emergency Management to have a dedicated warehouse, while freeing up valuable space in our central purchasing warehouse, currently at capacity. Emergency Management equipment stored undercover at our Fleet facility will move to the new property, freeing up much needed covered space for our Fleet Division.

The location, directly on NW 10th Street, provides much easier access for shippers delivering items to Emergency Management, especially outside of normal business hours of operation or during emergencies. Facilities technicians and their supervisors currently working out of sheds will utilize the office building as a Facilities office and work bay. The property has room for future growth which could include extending the existing warehouse, expanding the office building, building a second warehouse and/or adding additional covered storage for agency equipment. There are sufficient funds remaining in the Sheriff's FY 2026 vehicle sales tax budget for the subject property acquisition and improvements.

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

Respectfully Submitted,

Sheriff Billy Woods

Cc: Craig Curry, Commissioner
Kathy, Bryant, Commissioner
Matt McClain, Vice Chair
Michelle Stone, Commissioner
Mounir Bouyounes, County Administrator
Greg Harrell, Clerk of Court
Audrey Fowler, County Budget Director
Jeremiah Powell, CFO Budget & Finance

BARFIELD & ASSOCIATES LLC
REAL ESTATE APPRAISERS

APPRAISAL OF REAL PROPERTY

IMPROVED INDUSTRIAL PROPERTY
OWNED BY
"L. E. D'LOUHY"
3002 NORTHWEST 10th STREET
OCALA, MARION COUNTY, FLORIDA

IN AN APPRAISAL REPORT

As of January 21, 2026

Prepared For:

Mr. L. E. "Butch" D'Louhy
Post Office Box 4201
Ocala, Florida 34478-4201

Prepared By:

Todd Barfield, MAI, MRICS, CCIM
Barfield & Associates, LLC
Post Office Box 4338
Ocala, Florida 34478-4338
File No. 263831

BARFIELD & ASSOCIATES LLC
REAL ESTATE APPRAISERS

Post Office Box 4338
Ocala, FL 34478
Tel 352-861-2522

January 26, 2026

Mr. L. E. “Butch” D’Louhy
Post Office Box 4201
Ocala, Florida 34478-4201

Re: Appraisal Report
L. E. D’Louhy
3002 Northwest 10th Street
Ocala, Florida 34475

Dear Mr. D’Louhy:

In fulfillment of our agreement, we are pleased to transmit our appraisal of the above-referenced property in the following Appraisal Report.

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents limited discussions of the data, reasoning, or analyses used in the appraisal process to develop the appraisers' opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in our files. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below.

The subject property is an industrial tract located at 3002 Northwest 10th Street in Ocala, Marion County, Florida. It has a total site area estimated at 1.39 acres. This location is about 325 feet west of Northwest 30th Avenue and about 3,400 feet east of Interstate Highway 75 (there is no access to I-75 at this area). The property is improved with a 1,560 SF office building and a 5,000 SF warehouse building. The buildings were originally constructed in about 1987 and were in good physical condition at the date of inspection.

This Appraisal Report has been prepared in accordance with our interpretation of the *Uniform Standards of Professional Appraisal Practice* (USPAP). Based on the agreed-to Scope of Work, and as outlined in the report, we developed the following opinion of Market Value:

Value Conclusions

Appraisal Premise	Real Property Interest	Date of Value	Value Conclusion
Market Value As-Is	Fee Simple	January 21, 2026	$1,250,000

The value opinion in this report is qualified by certain assumptions, limiting conditions, certifications, and definitions, and does not employ any extraordinary assumptions and hypothetical conditions.

Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

This appraisal does not employ any extraordinary assumptions.

Hypothetical Conditions

For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal does not employ any hypothetical conditions.

This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addenda.

Respectfully submitted,

BARFIELD & ASSOCIATES, LLC

Todd L. Barfield, MAI, MRICS, CCIM
State-Certified General Real Estate Appraiser RZ2706
Exp. 11/30/2026

Summary of Salient Facts and Conclusions

Client:	L. E. “Butch” D’Louhy
Intended Use:	This appraisal is intended to provide an opinion of the Market Value of the fee simple interest in the property for the internal business use of the client This report is not intended for any other use.
Intended User:	This Appraisal Report was prepared for the exclusive use of L. E. “Butch” D’Louhy. Use of this report by others is not intended by the appraiser.
Identification of Real Estate:	L. E. D’Louhy 3002 Northwest 10th Street Ocala, Florida 34475
Current Use:	The subject property is an industrial tract located at 3002 Northwest 10th Street in Ocala, Marion County, Florida. It has a total site area estimated at 1.39 acres. This location is about 325 feet west of Northwest 30th Avenue and about 3,400 feet east of Interstate Highway 75 (there is no access to I-75 at this area). The property is improved with a 1,560 SF office building and a 5,000 SF warehouse building. The buildings were originally constructed in about 1987 and were in good physical condition at the date of inspection.
Highest and Best Use-As Vacant:	An industrial use built to its maximum building area
Highest and Best Use-As Improved:	Industrial office/warehouse use as it is presently used
Type of Value:	Market Value (defined later in this report)
Real Property Interest Valued:	Fee simple ownership
Current Ownership:	L. E. D’Louhy
Sales History:	To the best of our knowledge, the title to the subject property has been in its present ownership for more than the past three years. As a result, more specific information regarding previous title transfers has been excluded from this report.

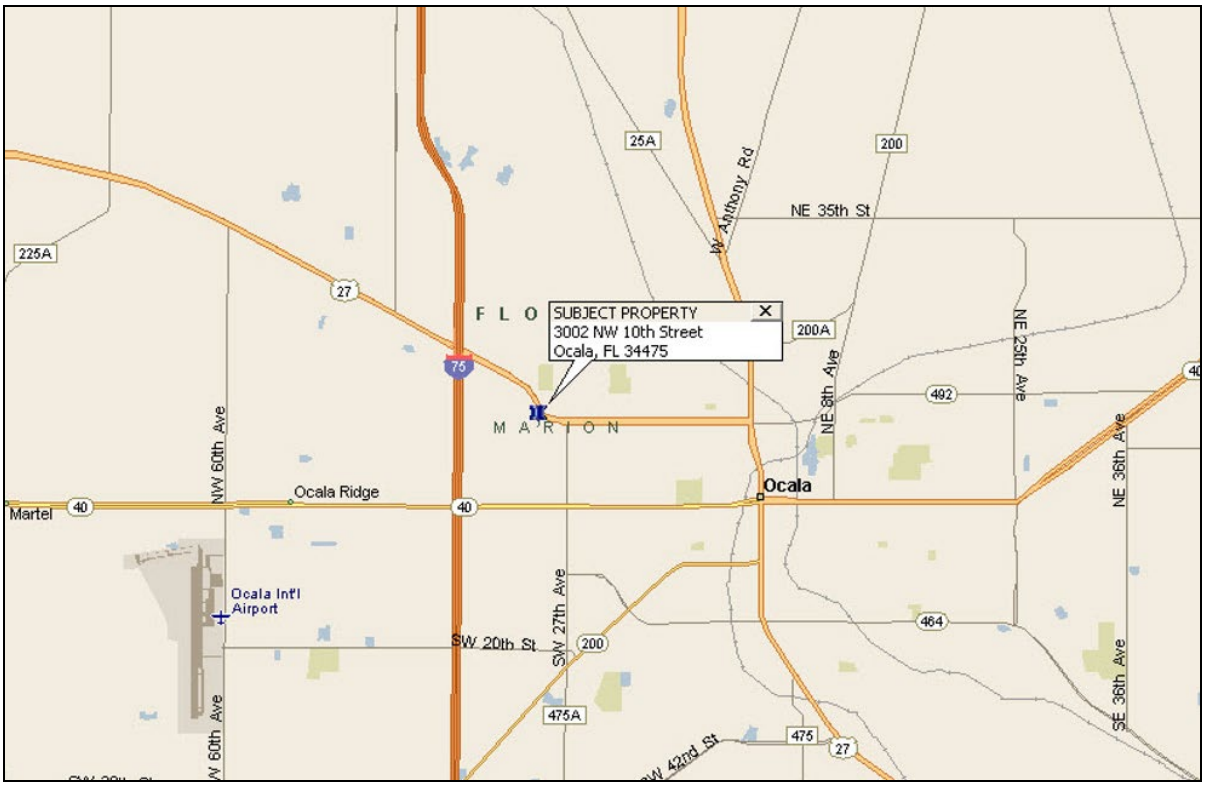
Current Disposition:	To the best of our knowledge, the subject property is not currently listed for sale or under contract for sale.
Personal Property:	Personal property was excluded from the valuation.
Leasehold Improvements:	Leasehold improvements, if any, were excluded from the valuation.
Date of Inspection:	January 21, 2026
Effective Date(s) of Valuation:	
As Is:	January 21, 2026
Date of Report:	January 26, 2026
Extraordinary Assumptions:	This appraisal does not employ any extraordinary assumptions.
Hypothetical Conditions:	This appraisal does not employ any hypothetical conditions.
Indicated Values:	Sales Comparison Approach - $1,300,000
	Income Capitalization Approach - $1,200,000
Final Value Conclusion:	**$1,250,000 "Value As Is"**
Exposure Time:	6-9 Months
Marketing Time:	6-9 Months

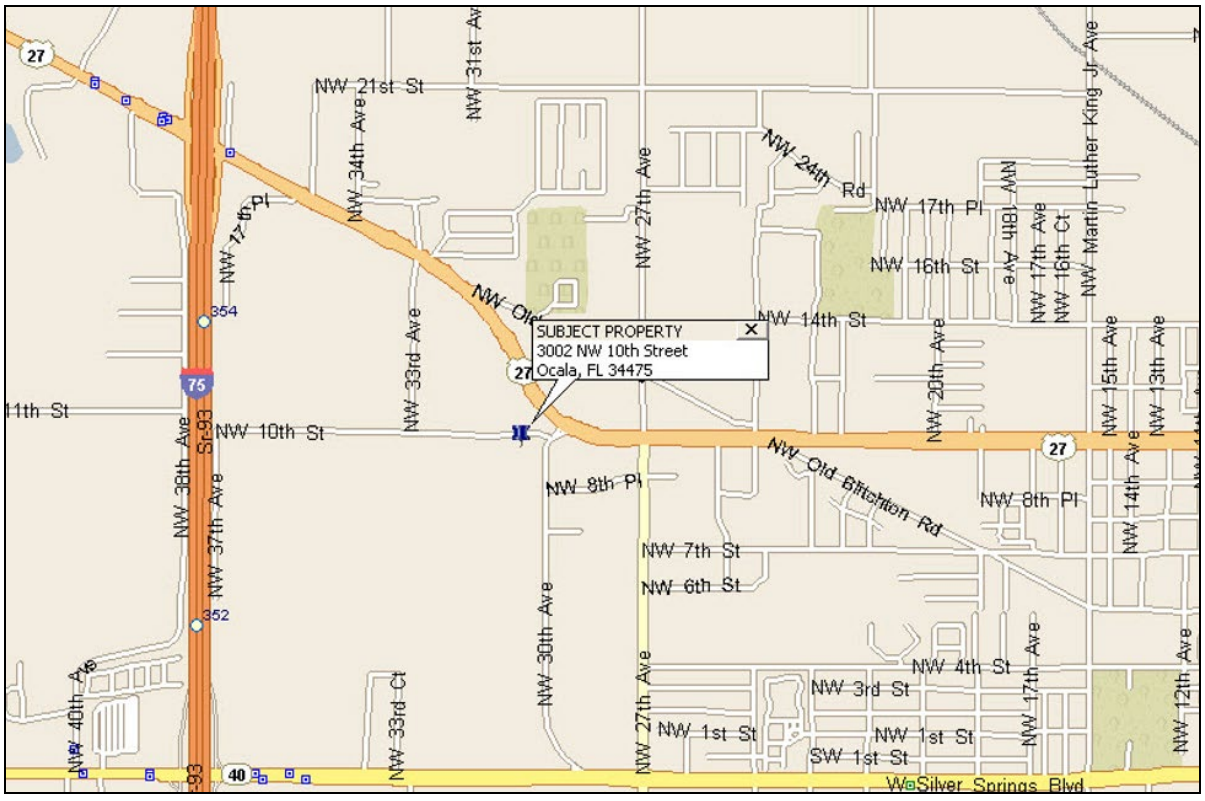
TABLE OF CONTENTS

Letter of Transmittal
Summary of Salient Facts & Conclusions
Table of Contents

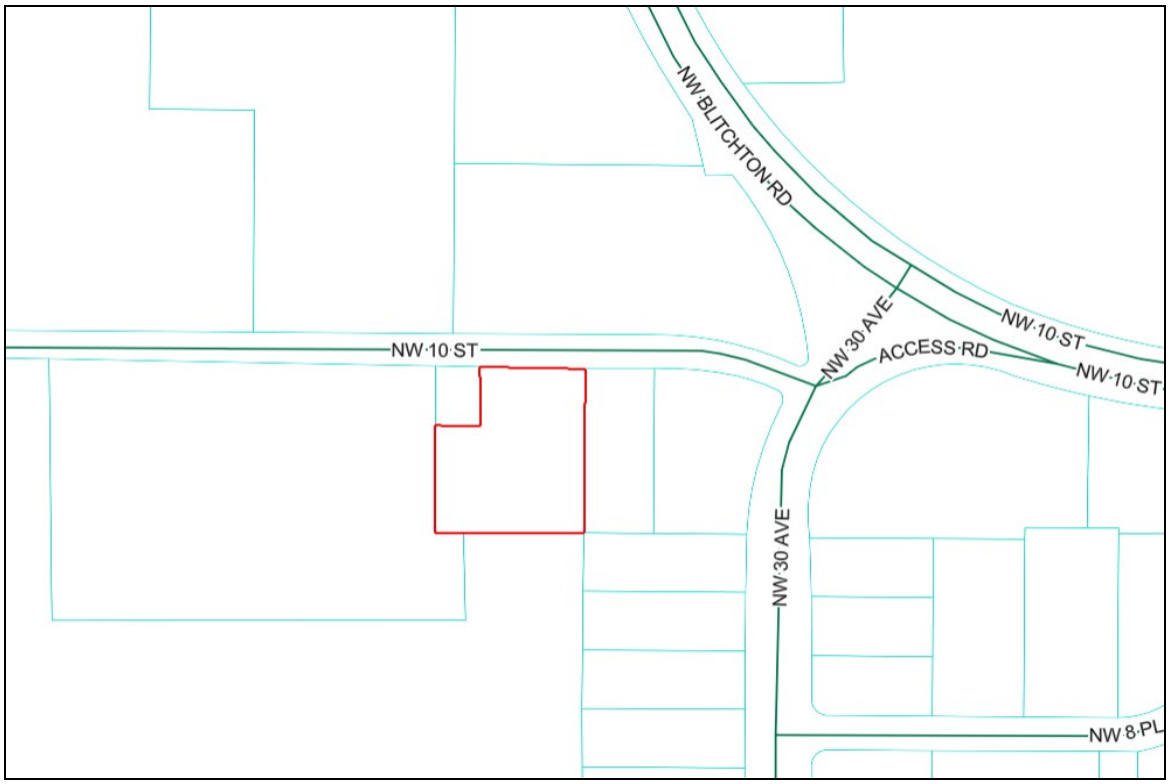
	Page
Property Location Maps	1
Boundary Map & Aerial Map	2
Flood Map	3
Building Sketches	4
Property Photographs	5-12
General Information	
Scope of Work	13
Report Option Description	14
Legal Description	14
Objective of Appraisal	15
Rights Appraised	15
Date of Appraisal	15
Owner of Record	15
Zoning/Land Use	16-17
Utilities	18
Property Assessment	18
History of Title	18
Current Listing/Contract Information	19
Intended Use/Intended User	19
Marketing/Exposure Time	19
Region Information	20-24
Location Overview	25
Neighborhood Analysis	25-27
Local Market Analysis	28-34
Site Analysis	35-36
Description of Improvements	37-39
Highest and Best Use	40-43
Valuation Process	44-45
Sales Comparison Approach	46-61
Income Capitalization Approach	62-76
Reconciliation of Final Value Opinion	77
Addendum	78
Property Record Card	79-82
Tax Bill	83
Property Deed/Access Easement	84-85
Certifications/Limiting Conditions	86-90
Glossary of Terms and Definitions	91-95
Qualifications/Todd L. Barfield, MAI, MRICS, CCIM	96-103

PROPERTY LOCATION MAPS

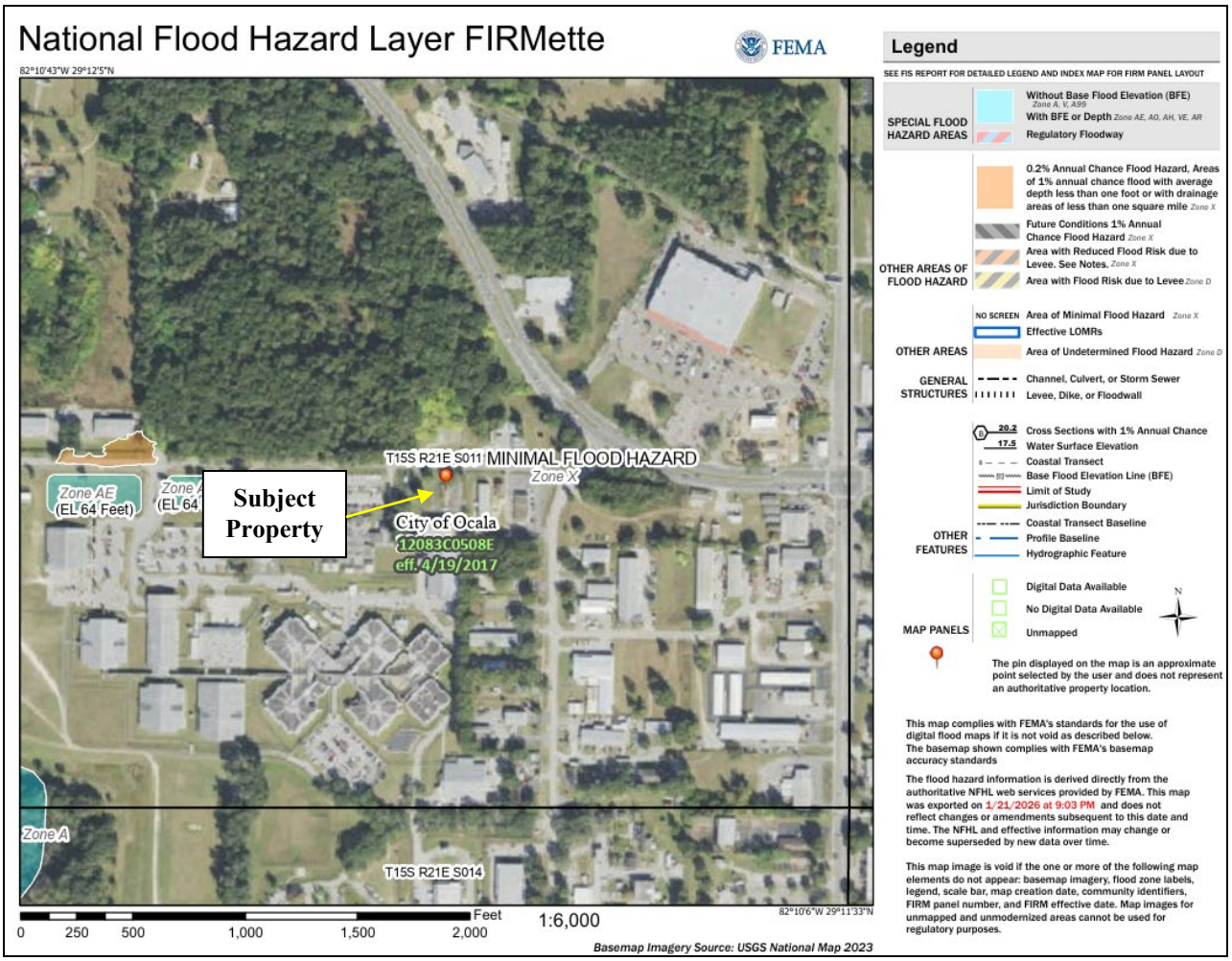




PROPERTY BOUNDARY MAP & AERIAL MAP

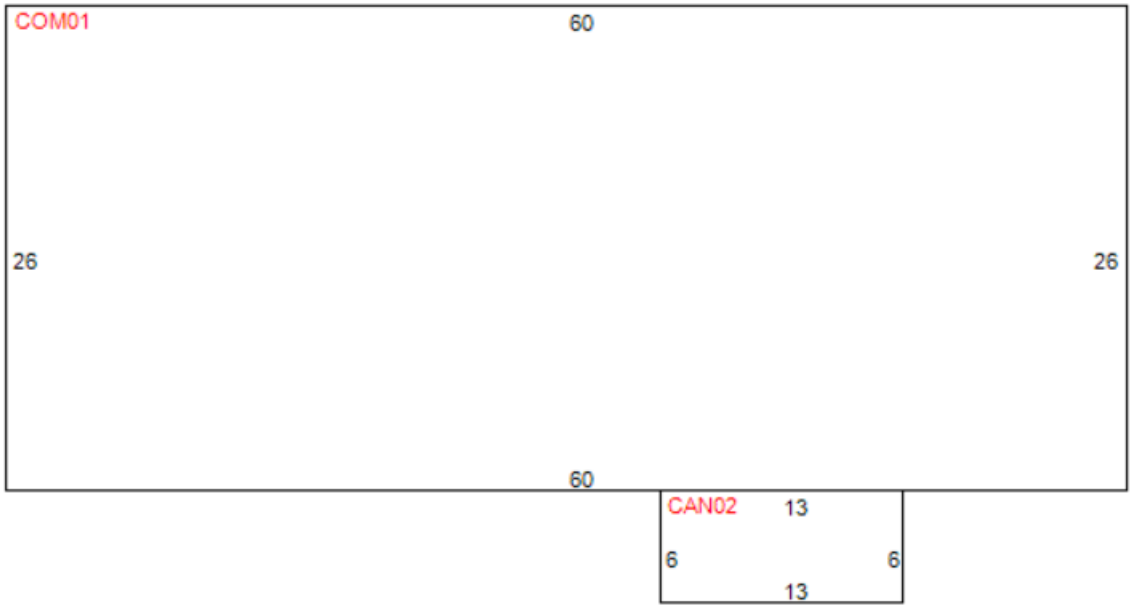


FLOOD MAP


National Flood Hazard Layer FIRMette
FEMA
82°10'43"W 29°12'5"N
Zone AE
(EL 64 Feet)
Zone A
(EL 64
Subject Property
T15S R21E S011
MINIMAL FLOOD HAZARD
Zone X
City of Ocala
12083C0508E
eff. 4/19/2017
Zone A
T15S R21E S014
0 250 500 1,000 1,500 2,000 Feet
1:6,000
82°10'6"W 29°11'33"N
Basemap Imagery Source: USGS National Map 2023
Legend
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D
OTHER AREAS
NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall
OTHER FEATURES
20.2
17.5
Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
MAP PANELS
Digital Data Available
No Digital Data Available
Unmapped
N
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/21/2026 at 9:03 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

BUILDING SKETCHES

Office



Warehouse

Photographs Taken: January 21, 2026

Front view of the property, facing southwest, as seen from its frontage along Northwest 10th Street.

Alternate front view of the property, facing southeast, as seen from its frontage along Northwest 10th Street.

Rear view of the property, facing northeast, with the office and warehouse buildings visible in the background and the drainage retention area in the foreground.

Close-up front view of the office building at the front of the property.

Close-up rear view of the office building at the front of the site.

Current interior view of the lobby/customer waiting area in the office building.

Current interior view of the reception area in the office building.

View of typical office space in the building.

View of typical office space.

Employee break room.

Kitchenette.

Typical office space in the building; note that floor coverings have been removed in order to accommodate installation of new carpeting.

Close-up front view of the warehouse building at the rear of the site.

Close-up rear view of the warehouse building.

Current interior view of the warehouse building on the site.

Close-up view of the fueling station on the site, which includes a concrete pad, a fuel pump and dispenser, and two 500-gallon above-ground fuel storage tanks.

SCOPE OF WORK

Overview

Scope of work is the type and extent of research and analyses involved in an assignment. To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the relevant characteristics of the subject property, and other pertinent factors. Our concluded scope of work is summarized below, and in some instances, additional scope details are included in the appropriate sections of the report.

Research

- We inspected the property and its environs. Physical information on the subject was obtained from the property owner, public records, and/or third-party sources.

- Regional economic and demographic trends, as well as the specifics of the subject's local area were investigated. Data on the local and regional property market (supply and demand trends, rent levels, etc.) was also obtained. This process was based on interviews with regional and/or local market participants, primary research, available published data, and other various sources.

- Other relevant data was collected, verified, and analyzed. Comparable property data was obtained from various sources (public records, third-party data-reporting services, etc.) and confirmed with a party to the transaction (buyer, seller, broker, owner, tenant, etc.) wherever possible. It is, however, sometimes necessary to rely on other sources deemed reliable, such as data reporting services.

Analysis

- Based upon the subject property characteristics, prevailing market dynamics, and other information, we developed an opinion of the property's Highest and Best Use.

- We analyzed the data gathered using generally accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value.

- The results of each valuation approach are considered and reconciled into a reasonable value estimate.

This report is intended to comply with the reporting requirements outlined under USPAP for an Appraisal Report. The report was also prepared to comply with the requirements of the Code of Professional Ethics of the Appraisal Institute and the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), Title XI Regulations.

REPORT OPTION DESCRIPTION

USPAP identifies two written report options: Appraisal Report and Restricted Appraisal Report. This document is prepared as an Appraisal Report in accordance with USPAP guidelines. The terms “describe”, “summarize”, and “state” connote different levels of detail, with “describe” as the most comprehensive approach and “state” as the least detailed. As such, the following provides specific descriptions about the level of detail and explanation included within this report.

- Summarizes the real estate and/or personal property that is the subject of the appraisal, including physical, economic, and other characteristics that are relevant
- States the type and definition of value and its source
- Summarizes the Scope of Work used to develop the appraisal
- Summarizes the information analyzed, the appraisal methods used, and the reasoning supporting the analyses and opinions; explains the exclusion of any valuation approaches
- States the use of the property as of the valuation date
- Summarizes the rationale for the Highest and Best Use opinion (if included)

LEGAL DESCRIPTION

Parcel 1: Beginning at a point 24 feet South from the North boundary of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 15 South, Range 21 East and 500 feet West from the West right-of-way line of State Highway Number 500; thence East 83 feet to the Point of Beginning; thence South 100 feet; thence East 83 feet; thence North 100 feet; thence West 83 feet to the Point of Beginning.

Parcel 2: Begin at a point 24 feet South from the North boundary of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 15 South, Range 21 East and 250 feet West from the West right-of-way line of State Highway Number 500; thence run West 84 feet; thence run South 100 feet; thence run West 83 feet; thence run North 100 feet; thence run West 8 feet; thence run South 100 feet; thence run West 75 feet; thence run South 175.31 feet; thence run East 250 feet; thence run North 275.31 feet back to the Point of Beginning.

OBJECTIVE OF APPRAISAL

The objective of this report is to estimate the market value of the property. Market value is defined as:

> "The most probable price which a property should bring in a competitive and open market, under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus."

Also implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

A. Buyer and seller are typically motivated;

B. Both parties are well informed or well advised, and acting in what he considers his own best interest;

C. A reasonable time is allowed for exposure in the open market;

D. Payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and

E. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Office of the Comptroller of the Currency, 12CFR, Part 34

RIGHTS APPRAISED

All real properties are considered to have multiples of rights inherent with the ownership of that property. These rights include the right to sell, to lease, to give away, to occupy, to leave unoccupied, among other rights. These rights are thought of as a "bundle of rights". An owner who enjoys all of the rights in this bundle is considered to own the property in fee simple title, or commonly referred as "fee ownership". If he or she so chooses, the owner may transfer a portion or all of these rights in the property; i.e., through lease, sale, etc.

The property rights appraised include the fee simple interest.

EFFECTIVE DATE OF APPRAISAL	DATE OF REPORT
January 21, 2026	January 26, 2026

OWNER OF RECORD

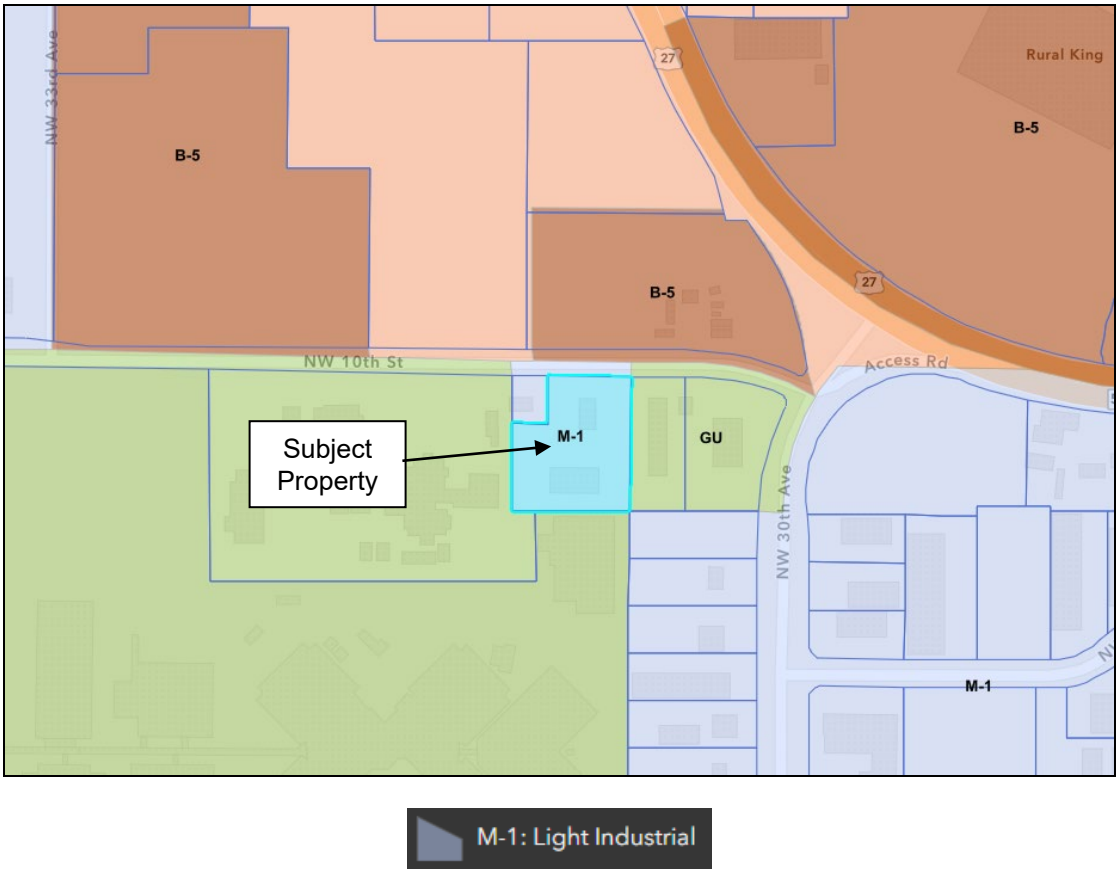
Mr. L. E. “Butch” D’Louhy
Post Office Box 4201
Ocala, Florida 34478-4201

ZONING/LAND USE

The legal permissible use of the site has been established by the City of Ocala as:

> **M-1, Light Industrial.** The Light Industrial (M-1) district is intended primarily for wholesale distribution, warehouse storage, research and development, showroom sales, and light manufacturing of finished or semi-finished products. The light industrial uses shall be compatible with the surrounding uses. Outdoor manufacturing is not allowed in the M-1 district. Outdoor storage is allowed as a permitted accessory use if it complies with design criteria. Service establishments serving the industrial uses or the district shall be permitted. Permitted uses include retail uses, such as furniture stores (10,000 SF or larger), home/garden sales, and used merchandise stores; service uses, such as alcoholic beverage establishments (off-site consumption), assembly of electronics equipment, bail bonds agency, carpet/upholstery cleaning, construction service establishment, day labor service establishment, equipment rental and leasing, general business services, mini-warehouse, newspaper printing, packing and crating, print shop, professional and business offices, recycling collection point, repair garage, truck freight terminal, and truck rental sales; education/recreation/social uses, such as community education center and vocational/professional schools; health care uses, such as medical and dental laboratories and veterinarian offices; and industrial uses, such as light manufacturing, recycling center, research and testing, warehouse storage, and wholesale & distribution.

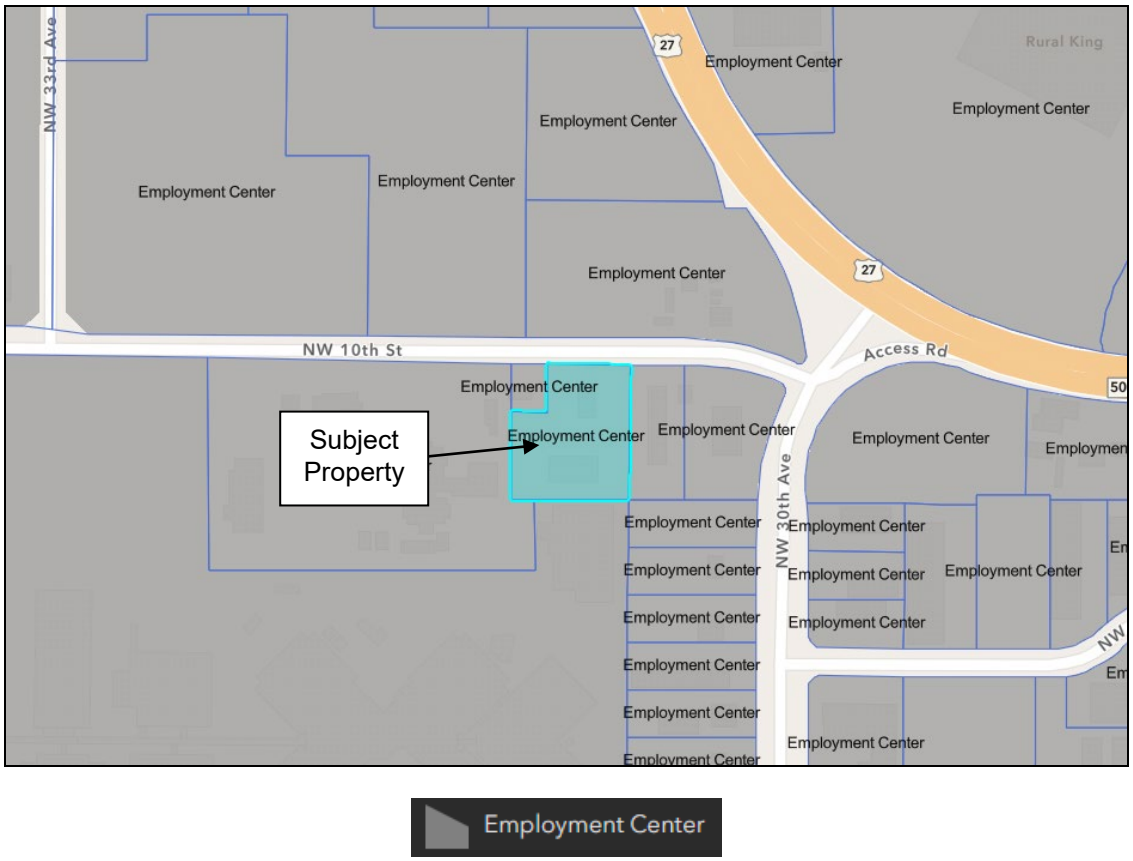
A copy of the local zoning map is provided below. The subject property is shaded in blue.



ZONING/LAND USE- (Cont)

The City of Ocala land use plan designates the property as **Employment Center**. The intent of this land use is to provide a regionally important and vibrant hub for business, enterprise, research and development, and employment activities. Primary uses in this category are industrial, office and commercial. Secondary uses are public, recreation & open space, institutional, and residential, as well as educational facilities.

A copy of the local land use map is provided below. The subject property is shaded in blue.



Employment Center

The zoning and land use classifications are compatible, and these classifications are consistent with surrounding properties in the immediate area of the property, particularly those properties along Northwest 10th Street, Northwest 30th Avenue, US Highway 27, and other roadways throughout the local area.

We analyzed the zoning and land use requirements in relation to the subject property and considered the compliance of the existing or proposed use. We are not experts in the interpretation of complex zoning ordinances but based on a review of public information, the existing use of the subject property appears to be a complying use.

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our study correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence. This appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

UTILITIES

The property is located within the city limits of Ocala. As a result, all municipal services and protections are provided. This includes electrical utilities, water and sewer services, police protection, and fire protection.

PROPERTY ASSESSMENT

The property is included within the 2026 Marion County Tax Roll as Parcel Account Number 21935-002-00. The total assessment for the property in 2025 (the 2026 figures are not yet available) was $366,205 (County Assessment) and $393,300 (School Board Assessment). The total tax burden for the property in 2025 was $8,136.89, of which $1,690.00 was allocated to non-ad valorem assessments for City of Ocala Commercial Fire Services. The 2025 taxes were paid on November 28, 2025. A copy of the 2025 tax bill has been provided in the Addendum of this report. According to the Marion County Tax Collector, there are no delinquent taxes on this parcel.

Property (or ad valorem) tax is one of the primary revenue sources of municipalities. Based on the concept that the tax burden should be distributed in proportion to the value of all properties within a taxing jurisdiction, a system of assessments is established. Theoretically, the assessed value placed on each parcel bears a definite relationship to market value, so properties with equal market values will have similar assessments and properties with higher and lower values will have proportionately larger and smaller assessments.

In the State of Florida, all real property is subject to reassessment on an annual basis. For commercial properties, a sale of the property does not automatically trigger a reassessment. However, any sale of a property at a price well above the prior assessed value has a high probability of resulting in a reassessment during the next tax year. All properties are assessed as of January 1 of the tax year. The preliminary assessed values are not made public until sometime between August and September of the tax year. Taxes are not due until the end of March of the next calendar year. By statute, real property is to be assessed at “just value”, which is market value less transaction costs.

Property Tax Conclusion: Based on the value conclusion contained herein ($1,250,000), the subject property is assessed below market value. Most properties tend to be assessed at between 60 and 90 percent of market value. However, it is not unusual for the assessed value of properties to deviate outside of the typical market value range. The subject is generally assessed and taxed commensurate with comparable properties. As mentioned, taxes are due at the end of March of the following calendar year. Discounts are available for early payment. The earliest payment is November of the tax year, and the maximum discount is 4.0 percent. In our opinion, a prudent investor would take advantage of this discount.

HISTORY OF TITLE

To the best of our knowledge, the title to the subject property has been in its present ownership for more than the past three years. As a result, more specific information regarding previous title transfers has been excluded from this report.

CURRENT LISTING/CONTRACT FOR SALE

To the best of our knowledge, the subject property is not currently listed for sale or under contract for sale.

INTENDED USE/USER OF REPORT

The intended use of this report is to assist the client in estimating the market value of the property "as is", for their internal business use. The intended user is L. E. “Butch” D’Louhy.

MARKETING/EXPOSURE TIME

Marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Exposure time is the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is always presumed to precede the effective date of appraisal. The marketing time for the property has been based on historical information regarding days on the market; information gathered through sales verification; interviews with market participants; current economic conditions; and anticipated changes in market conditions. Based on all the data analyzed, the marketing time for the property appraised is estimated at 6 to 9 months, with an exposure time estimated at 6 to 9 months.

REGION INFORMATION

Introduction

The short- and long-term value of real estate is influenced by a variety of interacting factors. Regional analysis identifies those factors that affect property value, and the role they play within the region. The four primary forces that determine the supply and demand for real property, and consequently affect market value, are: environmental characteristics, governmental forces, social factors, and economic trends.

The subject property is located in the northwestern city limits of Ocala in the northwestern portion of the Ocala CBSA.

Economic & Demographic Profile

The following profile of the Ocala CBSA was provided by Moody's Economy.com, whose core assets of proprietary editorial and research content, as well as economic and financial databases, are a source of information on national and regional economies, industries, financial markets and demographics.

Economy.com's approach to the analysis of the US economy consists of building a large-scale simultaneous-equation econometric model, which they simulate and adjust with local market information, creating a model of the US macro economy that is both top-down and bottom-up. In this model, those variables that are national in nature are modeled nationally while those that are regional in nature are modeled regionally. Interest rates, prices, and business investment are modeled as national variables; key sectors such as labor markets (employment, labor force), demographics (population, households and migration), and construction activity (housing starts and sales) are modeled regionally and then aggregated to national totals. This approach allows local information to influence the macroeconomic outlook. Therefore, changes in fiscal policy at the national level (changes in tax rates, for example) are translated into their corresponding effects on state economies. At the same time, the growth patterns of large states, such as California, New York and Texas, play a major role in shaping the national outlook. In addition, on a regional basis, the modeling system is explicitly linked to other states through migration flows and unemployment rates. Economy.com's model structure also considers migration between states.

OCALA FL

Data Buffet® MSA code: IUSA_MOCA

ECONOMIC DRIVERS

RETIREE HAVEN

MEDICAL CENTER

EMPLOYMENT GROWTH RANK

2021-2023	2021-2026
72	38
1st quintile	1st quintile

Best=1, Worst=410

RELATIVE COSTS

LIVING	BUSINESS
98%	101%

U.S.=100%

VITALITY

RELATIVE: 0.19
Rank: 132
Best=1, Worst=403

QUALITY

OF LIFE: 206
Best=1, Worst=378

BUSINESS CYCLE STATUS

STRENGTHS & WEAKNESSES

STRENGTHS

- Large retiree population underpins healthcare and consumer services.
- Relatively high housing affordability.

WEAKNESSES

- Local government is highly susceptible to fluctuations in property taxes.
- Low per capita income.
- Low worker productivity.
- High employment volatility.

FORECAST RISKS

SHORT TERM	LONG TERM
↑	↑

RISK EXPOSURE 2022-2027: 38 — 1st quintile (Most=1, Least=403)

UPSIDE

- OCA's central location helps fuel even greater logistics investment than expected.
- In-migration is stronger than anticipated, especially among non-retirees.

DOWNSIDE

- House prices decline significantly as interest rate hikes and weak in-migration sap demand.
- More frequent and destructive tropical storms damage businesses and homes.

MOODY'S RATING

NR — COUNTY AS OF JAN 12, 2021

ANALYSIS

Recent Performance. Ocala's economy is on solid ground. Thanks in part to a relatively mild recession, total payrolls have recovered faster than the state and the nation and have now been expanding for more than a year. Construction, healthcare and transportation/warehousing have driven growth in recent months, helping to partially offset sluggishness in government and leisure/hospitality. The unemployment rate is slightly further from its pre-pandemic level than Florida's and the nation's, but the labor force has expanded at a hearty clip, indicating that job seekers are optimistic about their prospects. The housing market has also been strong, with price growth accelerating to match Florida's robust pace and construction at pre-Great Recession levels.

Healthcare. OCA's healthcare industry will be an outperformer. Healthcare is an important economic driver, accounting for close to one in six jobs, a share slightly higher than Florida's and the nation's. The industry has struggled, as OCA's shallow working-age population has left it susceptible to pandemic-driven early retirements and quits. While payrolls are below their prerecession level, they have begun rebounding faster and will reach an even higher gear as the year progresses. Fading pandemic concerns will bring more workers back into the fold and a stable base of demand from the outsize senior population will support additional gains. Further out, above-average population growth, especially among seniors, will encourage job gains and healthcare investment, ensuring that OCA bests the Florida and national averages.

Logistics. The burgeoning transportation/warehousing industry will be an important secondary driver. Though known mainly as a retiree haven, OCA has emerged as a key logistics hub. The metro area is conveniently situated near multiple major highways and is equidistant from Miami and Atlanta, making it attractive for firms looking to expand in the South. Transportation/warehousing employment has tripled over the past decade, with companies such as Amazon, Chewy and FedEx now operating distribution and fulfillment centers. Even with consumption patterns normalizing away from goods, OCA's logistics industry is well-positioned for growth, buoyed by the South's strong population trends. All told, the industry will grow faster than the national average and in line with Florida's in the coming years.

Housing. Relative affordability will help keep a strong floor under the housing market. Scorching price appreciation will begin to cool as more supply comes to market and interest rates rise. However, OCA will avoid a serious price contraction in part because homes are still far more affordable than elsewhere in Florida. Even with recent near-record growth, the median house price is the second lowest among Florida's 23 metro areas and divisions. This advantage will allow OCA to continue to attract residents, including retirees seeking less-expensive locales and younger residents fleeing higher-cost areas like Orlando. With strong migration, population growth will be heady enough to fortify housing demand, keeping prices and the broader market relatively stable. Longer term, ample construction will ensure enough supply to meet demand, allowing OCA to retain its affordability well into the future.

Ocala's economy will moderate a bit as its expansion enters its second year. Healthcare will break out of its slump and logistics will extend its strong performance. Longer term, strong population growth will allow OCA to outperform the fast-growing South.

Anthony Fonash *1-866-275-3266*
April 2022 *help@economy.com*

2016	2017	2018	2019	2020	2021	INDICATORS	2022	2023	2024	2025	2026	2027
9.7	10.1	10.4	10.6	10.6	11.2	Gross metro product (C12$ bil)	11.5	12.0	12.6	13.1	13.6	14.1
2.5	*3.6*	*3.2*	*2.2*	*-0.2*	*5.1*	*% change*	*2.6*	*5.0*	*4.4*	*4.0*	*4.0*	*3.7*
101.1	103.0	105.8	108.3	106.6	110.2	Total employment (ths)	114.2	117.8	119.9	121.3	122.6	124.1
3.2	*1.9*	*2.7*	*2.5*	*-1.7*	*3.4*	*% change*	*3.6*	*3.1*	*1.8*	*1.2*	*1.1*	*1.2*
5.9	5.1	4.5	3.9	7.7	5.0	Unemployment rate (%)	3.7	3.9	4.3	4.5	4.7	4.7
5.1	6.0	4.5	5.2	9.4	10.0	Personal income growth (%)	1.6	7.1	5.7	5.2	5.2	5.1
41.8	43.2	46.3	49.6	48.8	47.8	Median household income ($ ths)	47.3	49.1	50.8	52.4	54.1	55.9
347.5	353.3	359.1	365.6	368.2	370.3	Population (ths)	374.9	380.1	384.3	388.2	392.3	396.7
1.5	*1.7*	*1.6*	*1.8*	*0.7*	*0.6*	*% change*	*1.2*	*1.4*	*1.1*	*1.0*	*1.0*	*1.1*
6.7	7.5	7.5	8.2	4.6	4.7	Net migration (ths)	6.4	7.2	6.4	6.1	6.4	6.9
1,412	1,942	2,726	2,349	3,784	5,655	Single-family permits (#)	4,649	3,781	3,565	3,422	3,166	2,900
16	304	91	18	43	621	Multifamily permits (#)	141	127	126	114	87	65
177.8	192.7	207.6	224.0	239.6	279.9	FHFA house price (1995Q1=100)	318.8	304.9	293.0	284.3	278.8	275.3

PRÉCIS® U.S. METRO • Ocala FL

ECONOMIC HEALTH CHECK

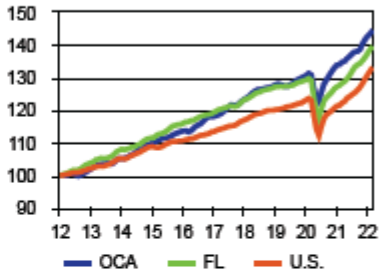
3-MO MA	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22
Employment, change, ths	0.1	0.2	0.1	0.3	0.3	0.3
Unemployment rate, %	4.4	4.2	4.1	4.1	4.0	3.9
Labor force participation rate, %	46.8	46.7	46.5	46.5	46.5	46.5
Average weekly hours, #	34.2	34.1	33.8	34.1	34.3	34.3
Industrial production, 2012=100	100.9	101.2	101.9	102.4	103.2	104.3
Residential permits, single-family, #	6,097	6,220	5,854	5,960	6,190	6,418
Residential permits, multifamily, #	552	2,454	2,190	2,116	213	205
Dec/Dec	**Dec 16**	**Dec 17**	**Dec 18**	**Dec 19**	**Dec 20**	**Dec 21**
Employment, change, ths	3.1	1.8	3.3	1.9	-0.8	2.6

Better than prior 3-mo MA | Unchanged from prior 3-mo MA | Worse than prior 3-mo MA

Sources: BLS, Census Bureau, Moody's Analytics

BUSINESS CYCLE INDEX

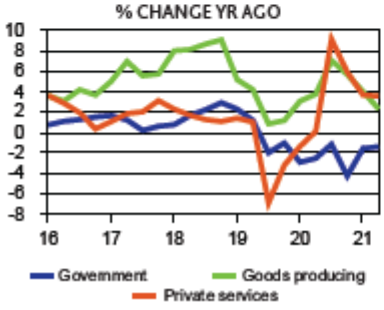
JAN 2012=100



Source: Moody's Analytics

CURRENT EMPLOYMENT TRENDS

% CHANGE YR AGO



Sources: BLS, Moody's Analytics

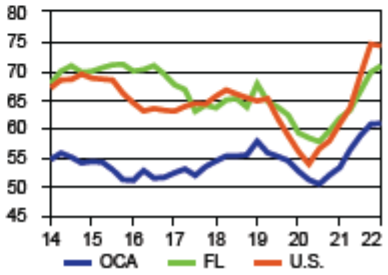
% CHANGE YR AGO, 3-MO MA

	Mar 21	Sep 21	Mar 22
Total	0.2	4.2	2.3
Mining	9.4	-3.2	-2.8
Construction	3.8	5.9	3.5
Manufacturing	3.5	5.6	0.7
Trade	2.2	5.4	4.9
Trans/Utilities	11.9	10.2	7.9
Information	-16.7	19.9	20.0
Financial Activities	1.6	6.0	3.4
Prof & Business Svcs.	9.3	8.0	-1.5
Edu & Health Svcs.	-3.4	1.6	0.2
Leisure & Hospitality	-9.0	9.4	6.0
Other Services	-3.4	3.5	3.5
Government	-2.6	-4.3	-1.7

Sources: BLS, Moody's Analytics

DIFFUSION INDEX

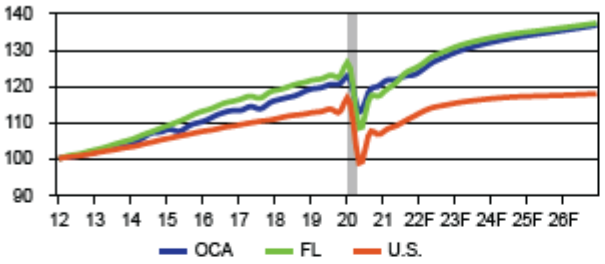
3-DIGIT NAICS LEVEL, 6-MO MA



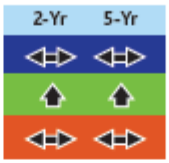
Sources: BLS, Moody's Analytics

RELATIVE EMPLOYMENT PERFORMANCE

JAN 2012=100



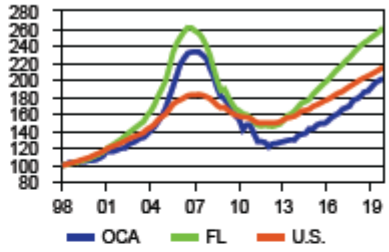
FORECAST VS. 6 MO PRIOR



Sources: BLS, Moody's Analytics

HOUSE PRICE

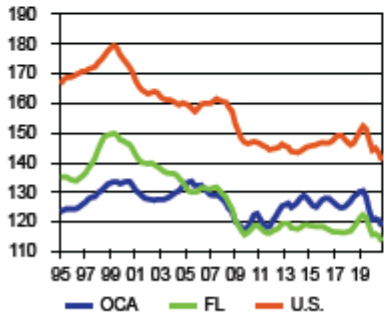
1998Q1=100, NSA



Sources: FHFA, Moody's Analytics

RENTAL AFFORDABILITY

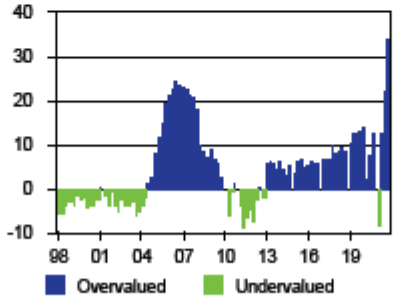
GREATER THAN 100=MORE AFFORDABLE



Sources: Census Bureau, BLS, Moody's Analytics

HOUSE PRICE TRENDS

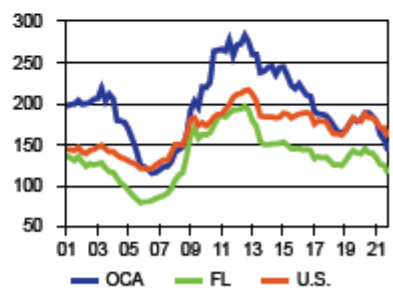
%



Sources: FHFA, Moody's Analytics

HOUSING AFFORDABILITY

GREATER THAN 100=MORE AFFORDABLE



Sources: NAR, Moody's Analytics

PRÉCIS® U.S. METRO • Ocala FL

EMPLOYMENT AND INDUSTRY

TOP EMPLOYERS

Munroe Regional Medical Center	2,648
AdventHealth Ocala	2,648
Wal-Mart Supercenter	2,583
Ocala Health	2,583
Ocala Regional Medical Center	2,200
Lockheed Martin Corp.	1,600
Publix Super Markets Inc.	1,488
E-One Inc.	1,200
Chewy.com	1,150
FedEx	900
Sitel	700
Custom Window Systems Inc.	650

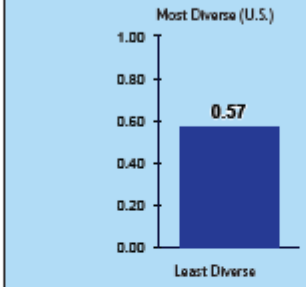
Source: Ocala/Marion County Chamber & Economic Partnership, 2020

PUBLIC

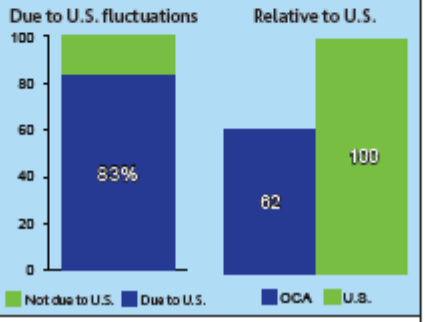
Federal	801
State	3,646
Local	10,256

2021

INDUSTRIAL DIVERSITY

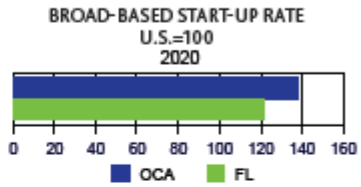


EMPLOYMENT VOLATILITY



ENTREPRENEURSHIP

BROAD-BASED START-UP RATE



Sources: Census Bureau, Moody's Analytics

EXPORTS

Product	$ mil
Food and kindred products	ND
Chemicals	ND
Primary metal manufacturing	ND
Fabricated metal products	12.7
Machinery, except electrical	38.3
Computer and electronic products	ND
Transportation equipment	18.1
Miscellaneous manufacturing	ND
Other products	38.8
Total	125.8

Destination	$ mil
Africa	1.6
Asia	27.1
European Union	13.0
Canada & Mexico	47.1
South America	12.1
Rest of world	24.8
Total	125.8
% of GDP	*1.0*
Rank among all metro areas	*340*

Sources: BEA, International Trade Administration, Moody's Analytics, 2019

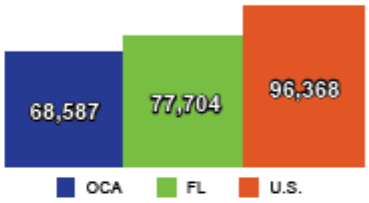
COMPARATIVE EMPLOYMENT AND INCOME

	% OF TOTAL EMPLOYMENT			AVERAGE ANNUAL EARNINGS		
Sector	OCA	FL	U.S.	OCA	FL	U.S.
Mining	0.1	0.0	0.4	$33,758	$27,589	$151,071
Construction	7.9	6.5	5.1	$49,099	$64,156	$76,012
Manufacturing	9.0	4.4	8.5	$63,760	$79,138	$91,702
Durable	*83.4*	*68.6*	*62.2*	*nd*	*$83,958*	*$94,522*
Nondurable	*16.6*	*31.4*	*37.8*	*nd*	*$69,168*	*$87,083*
Transportation/Utilities	5.6	4.4	4.5	$46,129	$51,597	$65,944
Wholesale Trade	3.8	4.0	3.9	$70,038	$96,571	$98,506
Retail Trade	15.8	12.3	10.5	$37,375	$40,516	$41,889
Information	0.5	1.6	1.9	$53,498	$104,601	$153,450
Financial Activities	3.7	7.0	6.0	$26,439	$47,074	$67,570
Prof. and Bus. Services	9.6	16.3	14.5	$37,882	$63,038	$82,393
Educ. and Health Services	16.6	15.0	16.2	$56,825	$60,006	$63,178
Leisure and Hosp. Services	11.3	12.6	9.6	$24,623	$31,964	$30,932
Other Services	2.7	3.7	3.7	$36,260	$36,949	$42,842
Government	13.3	12.3	15.1	$62,421	$80,660	$86,611

Sources: Percent of total employment— BLS, Moody's Analytics, 2021, Average annual earnings— BEA, Moody's Analytics, 2020

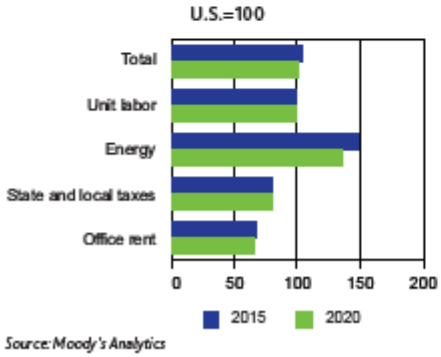
PRODUCTIVITY

REAL OUTPUT PER WORKER, $



Sources: BEA, Moody's Analytics, 2020

BUSINESS COSTS



Source: Moody's Analytics

HIGH-TECH EMPLOYMENT

	Ths	% of total
OCA	3.7	3.4
U.S.	7,880.5	5.4

HOUSING-RELATED EMPLOYMENT

	Ths	% of total
OCA	14.1	12.8
U.S.	14,779.4	10.1

Source: Moody's Analytics, 2021

LEADING INDUSTRIES BY WAGE TIER

	NAICS	Industry	Location Quotient	Employees (ths)
HIGH	6211	Offices of physicians	2.1	4.5
	GVF	Federal Government	0.4	0.8
	4251	Wholesale elect. mrkts, agents & brokers	0.7	0.2
	5415	Computer systems design & related srvcs.	0.1	0.2
MID	GVL	Local Government	1.0	10.3
	6221	General medical and surgical hospitals	1.0	3.6
	2382	Building equipment contractors	1.2	2.1
	4931	Warehousing and storage	1.6	2.0
	7225	Restaurants and other eating places	1.2	9.1
LOW	FR	Farms	2.0	4.0
	GVS	State Government	0.9	3.6
	4451	Grocery stores	1.5	3.0

Source: Moody's Analytics, 2021

REGION INFORMATION- (Cont)

The following is a summary of some of our general observations about the subject's region.

- **Location** - The subject property is in the Ocala CBSA. The Ocala CBSA is located within the northern sector of central Florida, approximately 80 miles north-northeast of Orlando and approximately 90 miles southwest of Jacksonville.
- **Economy** - Ocala's economy is on solid ground. Employment is well diversified. Construction, healthcare and transportation/warehousing have driven growth in recent months, helping to partially offset sluggishness in government and leisure/hospitality. Ocala's health-care industry will be an outperformer. Above-average population growth, especially among seniors, will encourage job gains and healthcare investment, ensuring that Ocala bests the Florida and national averages. The burgeoning transportation/ warehousing industry will be an important secondary driver. Though known mainly as a retiree haven, Ocala has emerged as a key logistics hub and is conveniently located near multiple major highways.
- **Population** – Long term, strong population growth will allow Ocala to outperform the fast-growing south. A low cost of living compared with that in some other retiree destinations in Florida, coupled with increased household mobility as the national recovery progresses, bolsters the metro area's profile further. Consistent in-migration for years to come will provide local restaurants and retailers with steady demand for goods and services.
- **Income** - Income levels are projected to increase in the near term. The unemployment rate is slightly further from its pre-pandemic level than Florida's and the nation's, but the labor force has expanded at a hearty clip, indicating that job seekers are optimistic about their prospects. Per capita income is below statewide levels and below the national average, with a relatively low cost of living.
- **Strengths** - Strengths of the region include a strong migration of retirees promoting growth in services and close proximity to national markets and tourism cities such as Orlando, Tampa, and Jacksonville. The CBSA also benefits from an efficient transportation network and a good quality of life. The presence of State government and education also help to stabilize the workforce.
- **Weaknesses** - Weaknesses within the CBSA include the low per capita income, low worker productivity, high employment volatility, and the lack of available and affordable multi-family residential housing. Furthermore, local government is highly susceptible to fluctuations in property taxes.

Conclusion

Considering the social and economic attributes of the greater Ocala area, we are optimistic about the short-term outlook. Long-term, the region should see stability and moderate growth, with increasing real estate values stemming from the growing demand for services in the area. An influx of retirees will drive near-term gains in healthcare and consumer services, though an improving US economy will continue to support tourism. Ocala's central location will fuel even greater logistics investment than expected. Long-term, favorable demographics indicate the region should experience stability with continued moderate growth.

LOCATION OVERVIEW

The property is located in the northwestern city limits of Ocala, Marion County, Florida. The general neighborhood which has the greatest impact upon the highest and best use of the property is generally described as the geographical area which lies north of State Road 200 (Southwest College Road), east of Northwest 60th Avenue, south of State Road 326, and west of North Pine Avenue (US Highway 441/301). The subject property is in the northwestern region of the neighborhood along Northwest 10th Street, just south of US Highway 27, and about 3,400 feet east of Interstate Highway 75 (there is no access to I-75 at this area) .

NEIGHBORHOOD ANALYSIS

The economic neighborhood is probably best described as the area which lies north of State Road 200 (Southwest College Road), east of Northwest 60th Avenue, south of State Road 326, and west of Northeast/Southeast 36th Avenue. The subject property is situated along Northwest 10th Street, just south of US Highway 27, and about 3,400 feet east of Interstate Highway 75.

Nearby uses to the property include a mixture of industrial, commercial and residential uses. Most of the uses along Northwest 10th Street and US Highway 27 in the general proximity of the property are commercial and industrial in nature. The Interstate Highway 75 interchange with US Highway 27 is heavily improved with a variety of commercial uses that are fairly typical of such intersections. These include several hotels/motels (including Howard Johnson's, Motel 6, Budget Host Inn, and Comfort Suites Hotel), restaurants, gas stations, scattered convenience stores, and retail outlets. US Highway 27 is a four lane, asphalt paved, divided arterial roadway which experiences a significant amount of local and business traffic daily. It extends northwesterly through Florida, exiting the state and extending north along the eastern seaboard. It also runs southeast and then southerly through the city limits of Ocala, where it intersects with US Highways 301 and 441 about three miles east of I-75.

There are a wide variety of industrial uses in the local area. This includes several older industrial parks located along US Highway 27, including Besco Industrial Park, Pine Oaks Industrial Park, Bryan Industrial Park, Shady Road Industrial Park, and Galloway & Sands Industrial Park.

In the eastern region of the neighborhood, US Highway 441/301 is a four-lane, asphalt paved, divided US highway which runs north/south through Ocala, Marion County and across Florida. A wide variety of commercial uses are found along this corridor. Examples of uses in this area include the Gary Yeomans Ford auto dealership, Ocala North Shopping Center (anchored by a Harvey's Supermarket), several restaurants (such as McDonald's, Wendy's, Taco Bell/KFC, Zaxby's, Burger King, and Dunkin' Donuts), free-standing pharmacies (CVS/Walgreen's), and a variety of local businesses (such as used auto sales, auto repair, a pawn shop, RideNow Powersports, and others).

There are several residential subdivisions, including a combination of single family and multi-family uses, located north and south of US Highway 27 and Northwest 10th Street, generally lying east and west of Interstate Highway 75. Pine Oaks Golf Course, a former city-owned golf facility, is also located in the area along the north side of Northwest 21st Street and the east side of Northwest 27th Avenue. The golf course is closed, and the City recently sold the land to a developer for residential apartments and a residential subdivision which are currently being developed.

NEIGHBORHOOD ANALYSIS- (Cont)

Also of note is the location of the Marion County Sheriff's Office and the Marion County Jail, both of which are located along Northwest 10th Street west of Northwest 30th Avenue and south of US Highway 27. In addition, the Florida Department of Juvenile Justice has several facilities adjacent to the Sheriff's facilities and the County Jail, including the Marion Regional Juvenile Detention Center, which are also situated along Northwest 10th Street.

Another important characteristic of the neighborhood is the development of a large industrial tract (sometimes referred to as the "Ocala 489 Tract" due to its 489-acre size) along the east side of Interstate 75, just north of US Highway 27. It was originally intended for use as a thoroughbred racing facility, but those plans never came to fruition. The property has now been developed as the Ocala/Marion County Commerce Park. FedEx Ground Systems has developed a 383,161 SF distribution facility in this commerce park, a $122.9 million project. Another parcel in this commerce park was acquired by AutoZone for a distribution center. They recently built a $49 million distribution center with about 440,000 SF. The facility serves 290 AutoZone stores in Florida and Puerto Rico. Even more recently, a 50-acre parcel within the commerce park was acquired by Chewy, an on-line retailer of pet foods and other pet-related products founded in 2011 and based in Dania Beach, Florida. The company was recently acquired by PetSmart. Chewy recently built an e-commerce distribution fulfillment center which will eventually create 600 jobs. The $39+ million facility has about 600,000 SF. Amazon has also just recently leased a new 617,000 SF distribution facility in the commerce park. The company will create 120 jobs initially, with anticipation of over 300 jobs in the near future. Other new warehouse/distribution facilities are currently under construction in the commerce park. There is also the potential for using this commerce park as an inland port to accommodate shipping of goods from ports around Florida to locations throughout the southeastern United States.

Just outside the western region of the neighborhood, the World Equestrian Center is being developed just outside the western city limits of Ocala between US Highway 27 and State Road 40. It offers a 140,000 square foot arena seating 10,000 people. As part of the master development, the WEC includes a 260-room hotel and the development of 2,400 new homes on 3,145 acres in Ocala, west of Interstate 75. A new $11.7 million 400-suite five-story pet-friendly hotel has recently been completed and is now open.

In summary, the neighborhood can generally be described as a mixed-use area in north and west Ocala, both inside the city limits and in close proximity thereto. The immediate area is primarily developed with commercial and industrial uses along and on the peripheral of US Highway 27, with a mixture of light industrial uses, wholesale businesses, and residential uses throughout the balance of the area. Overall, the neighborhood has shown light to moderate growth over the past two decades. The existing uses blend together to form a well-established neighborhood area. The strong growth rate in the Ocala/Marion County area between 2000 and 2006 had declined during the recent recession and the subsequent Covid-19 pandemic (much like other areas throughout Ocala/Marion County, Florida and much of the US). However, economic conditions appear to have stabilized, and it is reasonable to predict that this location should benefit as economic conditions continue to improve. The continuing development in the Ocala/Marion County Commerce Park and World Equestrian Center provides support for this conclusion.

NEIGHBORHOOD ANALYSIS- (Cont)

Nearby and Adjacent Uses

The subject's local area is composed of a mixture of commercial, industrial and residential properties, with most of the commercial properties found along the US Highway 27 and US Highway 441/301 corridors. Industrial and residential uses are found throughout the neighborhood as well. Residential uses are generally located outside the commercial influences of the main roadways.

Special Hazards or Adverse Influences

We observed no detrimental influences in the immediate market area, such as flood areas, noisy or air polluting industrial plants, or chemical factories.

Access

Local area accessibility is generally good, relying on the following transportation arteries:

Local: US Highway 27 (also known as Northwest 10th Street and Northwest Blitchton Road) runs northwest/southeast through this region of Ocala and provides access to much of the west coast of Florida, particularly the Panhandle area of the state. US Highway 441/301 is a north/south thoroughfare through the subject's local neighborhood. It provides access to Interstate Highway 10 and the state of Georgia to the north, and to Belleview, Lady Lake, Leesburg, and Orlando/Interstate Highway 4 to the south. Much of the development along these roadways is commercial in nature. There are numerous residential uses which lie outside the commercial influences along these roadways, as well as scattered industrial uses throughout the area.

Regional: Interstate 75 is located approximately 3,400 feet west of the subject property, with the nearest interchange at US Highway 27. Interstate 75 travels from State Road 826 in Miami, Florida throughout the southeast US and northward to Sault Ste. Marie, Michigan.

Conclusion

The location facilitates characteristics that are inherent in a variety of uses. The neighborhood can best be characterized as a mixed-use area in or just outside the northwest and western Ocala city limits. The Ocala area had strong growth between 2000 and 2006, prior to the recession. More recently, economic conditions throughout the region have experienced a recovery from the economic recession and the Covid-19 pandemic. This particular market area would be expected to remain viable into the long-term future, particularly as the economy continues to strengthen and improve. This trend is expected to continue and should have a positive effect on the overall economic vitality of the surrounding area.

LOCAL MARKET ANALYSIS

Introduction

Market Characteristics: The Ocala/Marion County market is located northwest of the Orlando area and is situated along the Interstate 75 corridor. The location of the City of Ocala along Interstate 75 makes it a major hub for distribution as Interstate 75 has access to many parts of Florida and Intersects with Interstate 4 to the south. Typical users in the market include medical, professional, financial, retail, and industrial.

Population & Growth: The Ocala/Marion County market has been growing steadily over the past few years. The 2010 population in Marion County was estimated at 331,298 persons. The 2023 population was estimated at 409,959 persons, a 23.7% increase over this period. Some of this growth is associated with The Villages, a self-contained retirement community with a population estimated at over 125,000 persons and located in southern Marion County and northern Lake and Sumter Counties. The chart below provides a synopsis of the growth that has taken place in the area.

Summary	Census 2010	2016	2021
Population	331,298	344,417	357,308
Households	137,726	141,510	146,211
Families	92,554	94,370	97,107
Average Household Size	2.35	2.37	2.38
Owner Occupied Housing Units	105,075	102,002	104,928
Renter Occupied Housing Units	32,651	39,508	41,283
Median Age	47.3	49.3	51.0

Households/Median Household Income: The number of households in the Marion County area was estimated at 159,796 in 2023. The median household income was estimated at $58,535 and the per capita income was $32,513.

Households, 2019-2023	159,796
Median households income (in 2023 dollars), 2019-2023	$58,535
Per capita income in past 12 months (in 2023 dollars), 2019-2023	$32,513

Workforce/Employment: The following chart illustrates labor and employment information.

Ocala, FL

Data Series	Back Data	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022
Labor Force Data							
Civilian Labor Force(1)		143.2	142.3	142.6	142.5	(P) 144.2	
Employment(1)		137.4	137.1	138.2	138.6	(P) 139.9	
Unemployment(1)		5.9	5.1	4.4	4.0	(P) 4.3	
Unemployment Rate(2)		4.1	3.6	3.1	2.8	(P) 3.0	

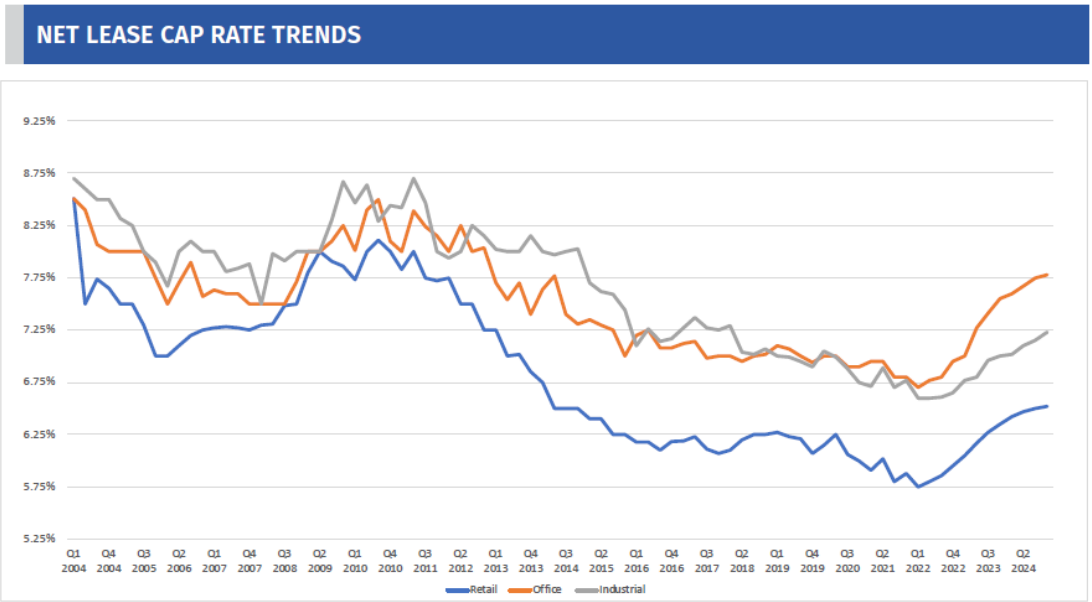
Footnotes
(1) Number of persons, in thousands, not seasonally adjusted.
(2) In percent, not seasonally adjusted.

Data extracted on: August 02, 2022

Source: U.S. Bureau of Labor Statistics

LOCAL MARKET ANALYSIS- (Cont)

National Market Statistics



Convenience Stores

On April 3, 2017, the Ocala Star Banner newspaper published an article about six new convenience stores coming to the Ocala area. The article mentions that Wawa submitted plans for four new convenience stores in the Ocala market, while RaceTrac has plans for two such projects. Both companies have indicated that Florida is an important market for them, but the Ocala market area is currently underserved. At the effective date of appraisal, most of these new locations are complete. Another article from March 2018 indicates RaceTrac is developing two additional locations, both along the Interstate Highway 75 corridor, one on State Road 40 and the other on US Highway 27, both just east of I-75. These locations are now open for business. Even more recently, 7-Eleven has announced plans to develop four new convenience stores in Ocala, most of which have already opened for business.

In early December 2017, Temple, Texas-based McLane Company, Inc., a wholly owned subsidiary of Berkshire Hathaway, announced plans to purchase the 114,360 SF Gordon Food Service facility in Ocala International Commerce Center off West State Road 40. They plan to expand it and transform it into a wholesale grocery distribution center to service convenience stores, adding 125 full time jobs to the local area. McLane is the nation's largest distributor to the convenience store industry with annual revenue of $35 billion from their 80 distribution centers nationwide.

Equine Industry: Ocala/Marion County is often recognized as the Horse Capital of the World™ and is home to the largest number of horses and ponies in the US. The area is famed for its significant breeding operations and Ocala Breeders Sales thoroughbred auctions, as well as success at the track including Affirmed, a Triple Crown winner. But the area is also home to a wide number of breeds including Arabian, Paso Fino, Gypsy Vanner, and Quarter horses among many others. The area hosts HITS Ocala Winter Circuit, Live Oak International Combined Driving competition, and the Florida Horse Park which has recently undergone $4 million in capital expansion and hosts more than 70 events a year.

LOCAL MARKET ANALYSIS- (Cont)

The community is also home to two major horse feed manufacturers and suppliers, including Ocala Breeders' Sales Company, which is located along Southwest 60th Avenue across from the Ocala International Airport.

A recent study commissioned by the Ocala/Marion County Chamber & Economic Partnership with support from HITS (Horse Shows in the Sun) and Hampton Inn & Suites found that the equine industry has a $2.62 billion economic impact on the Ocala/Marion County area. This study was conducted by Kathleen Davis of Sports Marketing Research Institute in Carlsbad, California, a research firm dedicated to helping major companies determine where and how consumers are spending their discretionary income. Their clients include Major League Baseball, NASCAR, and the NFL. A two-phase onsite/online approach was used to determine the economic impact of the equine industry.

Summary of Economic Impacts of the Equine Industry

		Horse Farms & Training Facilities	All Other Sectors	Total All Sectors	Share of County Economy
Survey results	Number of survey respondents	317	207	524	
	Share of surveyed firms with equine business sales from nonlocal sources	66.6%	37.7%	55.2%	
Business population	Number firms in Marion County	1,017	7,990	9,007	
	Number of firms in Marion County with equine business sales from nonlocal sources	677	3,011	3,688	
Average equine-related nonlocal sales and employment per firm	Sales ($)	$832,700	$397,379	$684,218	
	Jobs	3.41	1.78	2.85	
Expanded county equine-related nonlocal sales and employment	Sales (million $)	$564	$1,196	$1,760	11.2%
	Jobs	2,307	5,366	7,673	5.8%
Regional economic multipliers	Industry Output	1.709	1.381		
	Value Added (GDP)	1.039	0.848		
	Employment final demand indirect/induced effects (jobs/M$ output)	7.36	6.68		
Regional Economic Impacts	Industry Output (M$)	$963	$1,653	$2,616	16.6%
	Value added (GDP) (M$)	$586	$1,014	$1,600	18.3%
	Employment (fulltime & part-time jobs)	6,246	12,963	19,209	14.5%

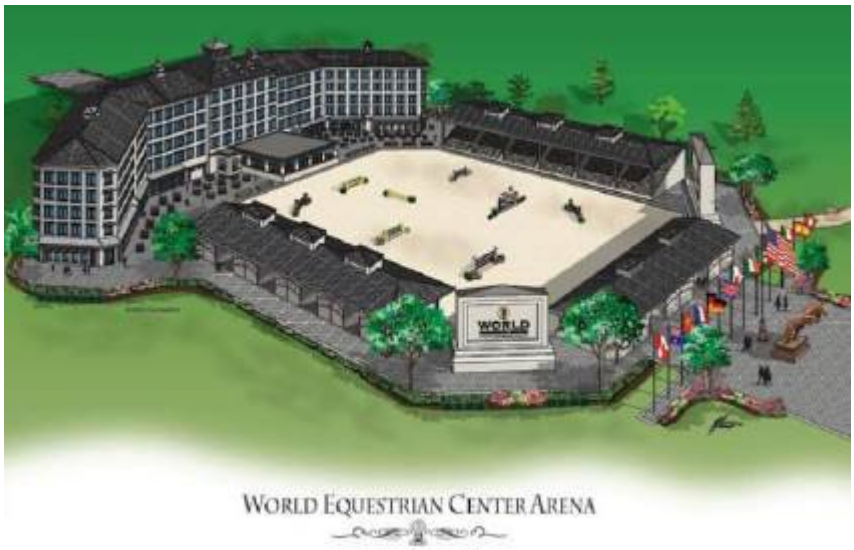
Employment impacts estimated using direct jobs reported. Industry average sales and employment from online survey (Aug 2014). Impacts represent direct, indirect & induced multiplier effects in regional economic model for Marion County FL (IMPLAN Group LLC). Average multipliers weighted by total value/jobs in each industry group; 25% gross margin applied to wholesale & retail trade sectors.
Sources for number of firms: U.S. Department of Agriculture, 2012 Census of Agriculture (horse farm operations with sales); Florida Department of Labor, Quarterly Census of Employment and Wages, 3rd quarter, 2013 (all other business sectors).

Overall, the results of this study indicated that the total economic impact of the equine industry annually in Marion County is $2.62 billion in revenues, $1.60 billion in value added contribution to the Gross Domestic Product (GDP), and employment of 19,209 full-time and part-time jobs.

LOCAL MARKET ANALYSIS- (Cont)

For horse farms/training facilities, industry output impacts were $963 million, value added impacts were $586 million and employment impacts were 6,246 jobs. For all other business sectors, industry output impacts were $1.65 billion, value added impacts were $1.01 billion and employment impacts were 12,963 jobs. These impacts represent 15 to 18 percent of the overall Marion County economy.

In addition to the existing facilities, the World Equestrian Center (WEC, drawing below) is being developed just outside the western city limits of Ocala between State Road 40 and US Highway 27. It will offer a 140,000 square foot arena seating 10,000 people. As part of the master development, the WEC includes a 260-room hotel (now open) and 2,400 new homes on 3,145 acres in Ocala, west of Interstate 75.



Higher Education: Ocala is home to two institutions of higher learning, the College of Central Florida (CF) and a satellite campus for Rasmussen College. The College of Central Florida reported a total 2018-19 enrollment of 10,854 at its four campuses, of which about 7,931 were enrolled at the Ocala campus. In 2023, the College had about 8,000 students. Rasmussen College operates seven campuses including its Ocala satellite campus. Rasmussen College-Ocala reported total enrollment in 2018-19 of 6,318.

Health Care: Several renovation and expansion projects are underway or soon will be. Ocala medical facilities are in a building boom, with expansions and renovations at several facilities. In addition to the continued construction at AdventHealth, West Marion Community Hospital and Ocala Regional Medical Center, work on additions is underway at Encompass Health Rehabilitation Hospital of Ocala and One Health Center. Several of these projects are summarized below and on the following page.

The Heart of Florida Health Center is renovating an area at its central location to include a pharmacy. The organization also recently closed on the purchase of a nearly 70,000-square-foot former supermarket location along East Silver Springs Boulevard/State Road 40, which has recently undergone extensive interior renovations.

LOCAL MARKET ANALYSIS- (Cont)

Encompass Health Rehabilitation Hospital, formerly HealthSouth, at 2275 SW 22nd Lane near Paddock Mall, started construction on a new $5.5 million wing that will add room for up to 20 more patients at the 60-bed facility. Ten beds opened immediately when the more than 10,000-square-foot expansion was completed. They will have room for 10 more beds in the future. The addition includes expansion of the cafeteria and will bring the hospital to almost 70,000 square feet on the 6.74-acre campus. Last June, the hospital bought an adjacent one-acre property that included a building that housed a Hardee's restaurant. Recently, the hospital demolished the building, and the area has been converted into a parking lot. The Ocala facility provides rehabilitation for patients recovering from strokes, hip fractures and other injuries or illness. It offers a wide range of therapies, including physical, occupational, respiratory, and speech.

One Health Center, the mega healthcare facility at 1714 SW 17th Street (State Road 464), recently completed a 5,500 square-foot addition on the east side of the facility. The addition includes administration offices and more space for the imaging department. One Health Center includes an urgent care center, cardiology, endocrinology and radiology services, and programs for senior citizens.

Heart of Florida has started construction on a pharmacy at the 1025 SW 1st Avenue facility. Once finished, the pharmacy will serve the organization's patients only with lower-cost medications. Another Heart of Florida pharmacy opened in late 2018 at the east facility inside the Florida Department of Health in Marion County at 1801 SE 32nd Avenue. The organization, which provides health care services to low-income residents, also recently purchased the former Albertsons building at 2553 E Silver Springs Boulevard (State Road 40), for $2.9 million. Heart of Florida renovated the interior at an additional cost of about $2 million.

The Vines Hospital plans a nearly $800,000 interior renovation at its 3130 SW 27th Avenue facility near Paddock Mall. The project will convert 22 beds from adolescent residential treatment to adult inpatient, according to a statement from the hospital. The Vines has 98 beds and offers crisis stabilization, psychiatric care, detox services, a women's trauma program, the H.O.P.E. program for active-duty females and female veterans, and outpatient services.

Ocala Eye recently opened a new facility in the Market Street at Heath Brook complex at 4414 SW State Road 200. The new location replaced the Paddock Park office. The facility offers optometry services as well as LASIK, hearing and aesthetic services. The ophthalmology practice has five offices and serves Marion County and The Villages. Founded in 1971, the practice offers a wide range of services, including cataract surgery and glaucoma treatment.

Ocala Health System continues its more than $120 million in expansions and renovations at West Marion Community Hospital, Ocala Regional Medical Center (ORMC) and a stand-alone emergency room in Ocala. The addition of 36 beds on the newly constructed fifth floor at West Marion will cap a $62.7 million expansion at the hospital, which included nine additional emergency treatment rooms for a total of 32 and the addition of four operating rooms, doubling the previous total. At ORMC, 34 news beds are part of $56.8 million in additions and renovations that also include 12 new emergency department rooms and two new operating rooms, as well as the redesign and renovation of several areas of the hospital. In addition, Ocala Health recently completed construction on a $13 million freestanding ER on 4.38 acres at the corner of Southeast Maricamp Road/State Road 464 and Southeast 30th Avenue, in the shadow of First Baptist Church of Ocala. Ocala Health, which is part of the Tennessee-based Hospital Corporation of America, opened the facility in September 2019.

LOCAL MARKET ANALYSIS- (Cont)

AdventHealth Ocala continues a $26 million expansion to the emergency department. In addition, the hospital, which is part of Adventist Health System, is pushing to build a $110 million hospital at the TimberRidge location on State Road 200. While the project received initial approval in 2016 from the state, challenges, including from Ocala Health, scuttled the plans. The Florida Agency for Health Care Administration again approved the plan in 2019, and challenges soon followed. In the interim, the lease to operate the hospital, formerly Munroe Regional Medical Center, changed hands from Community Health Systems to Advent Health System.

Interstate Highway 75 Corridor: The Interstate 75 commercial corridor is the primary retail and hospitality corridor of Ocala. There are three key Ocala exits off Interstate 75. The southern exit at State Road 200/Southwest College Road represents the primary commercial hub of Ocala. In this area, retail is anchored by Paddock Mall, Best Buy, Wal-Mart, Kohl's, Belk, Macy's, TJ Maxx, Lowe's, Home Depot, PetSmart, Sam's Club, and JCPenney. Other retailers in this submarket include gas stations/convenience stores, mobile phone stores, pharmacies, home décor shops, and the like. This area is also a hub for restaurants that trend to the nationally franchised variety such as Cracker Barrel, Red Lobster, Olive Garden, Outback Steakhouse, Cheddar's Scratch Kitchen, as well as most national quick service/fast-food eateries such as McDonald's, Burger King, Wendy's, Taco Bell, Panda Express, Chick-fil-A, etc. The State Road 200 interchange also represents the high-end hotel market in Ocala with a Hilton, Courtyard, Hampton Inn & Suites, Holiday Inn Express & Suites (2018), SpringHill Suites (2019), La Quinta Inn & Suites, Country Inn & Suites, Quality Inn, Best Western, and Holiday Inn and Suites/Conference Center. Overall, the State Road 200/Southwest College Road corridor is likely to remain the primary retail and hospitality center of Ocala. Land is still available, but parcels with good frontage are less common and development is expanding west, further from the city and interstate, where land is more readily available. It is noted that these lands are infringing on unincorporated sections of Marion County where utilities availability may be inferior.

The middle exit along I-75 is the State Road 40/West Silver Springs Boulevard interchange; an old growth submarket anchored by the Ocala International Airport. This exit is a mix of industrial uses in outlying areas and highway support uses near the interstate. Near the interstate uses include gas station/convenience stores such as Chevron, RaceTrac and Wawa; some quick service restaurants such as Taco Bell, McDonald's, Burger King, Wendy's, and Denny's; and older economy class hotels such as Days Inn, Super 8, and Red Roof Inn. Industrial uses include distribution/warehouses and semitruck repair shops. Overall, this is considered to be a tertiary submarket of Ocala with limited land available within the city limits.

The northern exit along I-75 is the US Highway 27/Northwest Blitchton Road interchange. Previously, this interchange was considered an outlier for development with a couple of golf course communities located west of the interstate. The hotels at this interchange are mostly in the economy class such as Howard Johnson, Days Inn, and Motel 6 with the top end of the market held by a Comfort Suites. Several gas station/convenience stores and quick service restaurants populate both sides of the interstate. The World Equestrian Center (WEC) that continues to be developed south of US Highway 27 and west of Southwest 80th Avenue is expected to be a "game changer" to this interchange (according to the Economic Development Corporation/Chamber of Commerce). The WEC may absorb the existing Golden Ocala Golf and Equestrian Club subdivision while adding a 140,000 square foot equestrian arena that will seat 10,000 spectators. Additionally, this master development will offer a 260-room hotel (now open) and build 2,400 luxury homes. Overall, this development will cover 3,145 acres. In February 2022, WEC announced plans for a new $11.7 million 400-suite five-story pet-friendly hotel. It has recently been completed and is now open.

LOCAL MARKET ANALYSIS- (Cont)

Conclusion

The population in Marion County has grown fairly rapidly over the past few decades. The population in Marion County has grown from 258,916 persons in 2000 to an estimated 409,959 persons in 2023, or an increase of 58% over this time period. Marion County is the 17th most populous county in Florida.

The subject property is located in an area with an expanding population base. Based on the recent improvement in the local economy, and the number of new and redevelopment projects being undertaken in the local commercial market in 2024-2025, the Ocala/Marion County area should continue to grow in the foreseeable future. As vacancies continue to decrease, and rental rates continue to increase, market demand for additional commercial, retail and office space should also increase. The subject property is well positioned in its market area and net appreciation of real estate values is expected to be good.

Coronavirus/Covid-19 Pandemic

The coronavirus pandemic has affected the lifestyles and economic activities of residents around the state and the US. In Marion County, there have been 110,305 people (the most recent figures as reported on October 12, 2023) affected by the virus out of a population of over 409,000 persons. This amount represents nearly 27% of the entire population of the county. Local government agencies closed non-essential business activities during part of 2020. Businesses have since reopened. State officials have made it difficult for local government officials to make decisions for their own areas due to the Florida Governor's mandates overriding local/home rule. As a result, Florida has been one of the worst states in the US in terms of the number of Covid cases and deaths. The number of infections from Covid and its variants has been decreasing substantially.

The significant loss in the stock market during early to mid-2020 reportedly caused investors to consider real estate as a safer investment than stocks. Also, continued recovery from the pandemic in China, where the virus was initially found, and elsewhere in the world, would seem to indicate that the affects in the market will be for a relatively short period of time. Although additional "waves" of the virus have been experienced in many areas throughout the US and the world, now that vaccines are available the impact is anticipated to be somewhat short-lived. In that case, overall real estate markets should be stable and/or continue to grow in the long-term, but could potentially suffer some fluctuations in value during the short-term.

SITE ANALYSIS

The subject property is slightly irregular in shape and has a total site area estimated at 1.39 acres, or about 60,584 SF (according to a survey prepared by Bill Bley & Associates, Inc. in 2018). The site has 174.36 feet of frontage along the south side of Northwest 10th Street, a two-lane, asphalt paved, local subdivision roadway which intersects Northwest 30th Avenue about 325 feet to the east. The east boundary of the site extends to a depth of 272.05 feet. The south (rear) boundary of the site measures 250.24 feet. The west boundary is irregular. Access to the property is by two curb cuts on its north boundary along Northwest 10th Street (one near the northeast property corner and the other near the northwest property corner). Interstate Highway 75 is about 3,400 feet west of the property but there is no access to the interstate highway at this location (the closest access is at US Highway 27). All services and protections are provided to the site. The size of the tract, its location along Northwest 10th Street near US Highway 27, availability of utilities, and ingress/egress within the neighborhood, will generally allow a wide variety of uses to be developed, including residential, commercial, industrial, and recreational.

An aerial map of the site is provided below for the reader's convenience and understanding of its size, shape, location, and road frontage. The subject property is outlined in red.

The site is level to gently sloping in topography and lies level to slightly above road grade along Northwest 10th Street. It features native grasses with some light scattered tree cover. The property is developed with an office building, a warehouse building, and associated site improvements.

The property is located within the city limits of Ocala. As a result, all municipal services and protections are provided. This includes electrical utilities, water and sewer services, police protection, and fire protection.

SITE ANALYSIS- (Cont)

Based on a review of local flood maps provided by the Federal Emergency Management Agency (FEMA), the property is located in a Flood Zone "X", which is an area determined to be outside the 0.2% annual chance. This flood zone has been confirmed by a review of Community Panel #12083C0508E of the Flood Insurance Rate Maps (FIRM) dated April 19, 2017. The flood zone determination and other related data are provided by a third-party vendor deemed to be reliable. If further details are required, additional research is required that is beyond the scope of this analysis.

Easements/Restrictions: We were not given a title report to review. We do not know of any easements, encroachments, or restrictions that would adversely affect the site's use. However, we recommend a title search to determine whether any adverse conditions exist.

Soils: A detailed soils analysis was not available for review. Based on the development of the subject site, it appears the soils are stable and suitable for the existing improvements.

Wetlands: We were not given a wetlands survey to review. If subsequent engineering data reveals the presence of regulated wetlands, it could materially affect property value. We recommend a wetlands survey by a professional engineer with expertise in this field.

Hazardous Substances: We have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. We observed no evidence of toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend seeking qualified professionals with expertise in this field.

The overall site rating is considered good based on the above descriptions. The site is functional for a wide variety of uses, including industrial or commercial development. Adjacent and/or nearby land uses include a variety of industrial and/or commercial properties surrounding the site in all directions. Residential properties are found outside the commercial and industrial influences in the local area.

In summary, the site is competitive with other industrial tracts within the local market area and is functional for its intended use. It is similar in size, location and accessibility to local roadways. Adjoining and/or nearby properties along Northwest 10th Street are primarily industrial uses, so the property blends well with the surrounding area. Its location within this area along Northwest 10th Street in close proximity to Interstate Highway 75 is advantageous for industrial or commercial use.

DESCRIPTION OF IMPROVEMENTS

The property is presently improved with a one-story office building with about 1,560 SF of gross building area and a warehouse building with 5,000 SF of gross building area. The buildings were originally constructed in 1987 according to local property records. At the time of inspection, the improvements were in good physical condition. Additional information about the improvements is provided below and on the following pages.

Office Building: This building has about 1,560 SF according to local property records. It has a concrete block structural system with brick veneer on the north and east elevations and a painted stucco finish around the south and west elevations. It is built over a steel reinforced concrete slab flooring system on grade. The roof consists of fiberglass shingles over a conventional wood truss system in a hip design (with a gable over the front entry porch). Soffits and fascia are aluminum. Gutters and downspouts are provided. The main entry doors on the east building elevation are 6-panel solid core wood with a stained finish. A 3' personnel door, with a painted finish, is provided on the south building elevation. Windows are elongated single hung designs in bronze aluminum frames.

The interior finish in the office space generally includes ceramic tile, commercial grade carpet and vinyl tile on floors (some of the carpeting has been removed in preparation of installation of new carpet); drywall with custom wall coverings on the walls (with ceramic tile wainscot in the restrooms); acoustic tile ceilings; recessed fluorescent lighting fixtures; and a heat pump central air conditioning system.

The interior layout of the office building includes a lobby/customer waiting area; a reception area; four offices; an employee break room; a kitchenette (with mica cabinets and countertops, a refrigerator and a stainless-steel sink); and a storage room. There are also two restrooms, each with a water closet and lavatory.

Warehouse Building: This building has 5,000 SF according to local property records. It features a pre-engineered steel structural system with pre-finished metal wall panels around the exterior elevations. The structure is built over a steel reinforced concrete slab flooring system on grade. The roof consists of standing seam metal panels over the steel superstructure in a gable design. Gutters and downspouts are provided. The eave height is estimated at 24 feet. There are four overhead roll-up doors at grade level which provide access to the warehouse space (two on the north elevation, one on the south elevation and one on the east elevation). Two 3' steel personnel doors are also provided (one on the north elevation and one on the south elevation). There is a single restroom in this structure with a water closet and lavatory. At one point, the warehouse had about 3,125 SF of enclosed space and about 1,875 SF of canopy space. The canopy was subsequently enclosed so that the building now has 5,000 SF of enclosed space.

The interior finish in the warehouse building includes exposed concrete slab floors; exposed metal wall panels; open ceilings with vinyl-faced fiberglass insulation under the roof deck; and surface mounted fluorescent lighting fixtures.

Site Improvements: The property also includes about 14,150 square feet of asphalt paving and parking areas, with striping to accommodate parking of 8 vehicles, including one handicapped space; about 640 SF of 4" steel reinforced concrete paving/walkways; a fuel station with a concrete slab, a fuel pump and dispenser, and two 500-gallon above-ground fuel storage tanks; an irrigation well; a drainage retention area at the southwest corner of the site; and an ornamental landscaping package with irrigation.

DESCRIPTION OF IMPROVEMENTS- (Cont)

Summary:

Condition:	Good
Quality:	Good
Property Rating:	After considering all the physical characteristics of the subject, we have concluded that this property has an overall rating that is good when measured against other properties in the marketplace.
Roof & Mechanical Inspections:	We did not inspect the roof, nor did we make a detailed inspection of the mechanical systems. The appraiser is not qualified to render an opinion regarding the adequacy of these components. The client is urged to retain an expert in this field if detailed information is needed.
Actual Age:	39 Years
Effective Age:	15 Years
Expected Economic Life:	50 Years
Remaining Economic Life:	35 Years

PHYSICAL DETERIORATION

Cost to Cure: Curable physical deterioration refers to those items that are economically feasible to cure as of the effective date of the appraisal. One category of physical deterioration is deferred maintenance and is measured as the cost of repairing or restoring the item to new or reasonably new condition. The buildings on the property were originally constructed in 1987. The improvements were in good physical condition at the time of inspection. We have not been provided with a capital expenditure plan or an engineering report that would identify specific costs required to repair deficiencies at the subject property. No significant deferred maintenance items were noted during the property inspection. Although some of the floor coverings have been removed in the office in preparation of installation of new carpeting, this is considered to be a short-term maintenance item. The market value herein takes into consideration the current “as is” condition of the property.

FUNCTIONAL OBSOLESCENCE

Description: There was no apparent functional obsolescence present at the subject property. The improvements are consistent with other competitive office and warehouse buildings in the local market area, particularly those similar in age, quality of construction and physical condition.

DESCRIPTION OF IMPROVEMENTS- (Cont)

EXTERNAL OBSOLESCENCE

Description: External obsolescence is the adverse effect on value resulting from influences outside the property. External obsolescence may be the result of market softness, proximity to environmental hazards or other undesirable conditions, spikes in construction costs, cost estimates that don't properly reflect changes in the local market, the lack of an adequate labor force, changing land use patterns, or other factors Based on a review of the location of the subject as well as local market conditions, external obsolescence is not applicable to the subject property.

HIGHEST AND BEST USE

The highest and best use of a property is fundamental to the concept of market value for that particular property. Highest and best use is defined by the 12th Edition of The Appraisal of Real Estate textbook as:

> "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, and financially feasible, and that results in the highest value."

Land, as opposed to improvements, is considered a non-depreciated asset. In the cost approach, land value is estimated separately from improvements and is predicated on the concept that the land should be valued as though it were vacant and available to be put to its highest and best use. Based on this premise, the highest and best use of the land is estimated as though vacant.

Highest and best use may also be described as the available use and program of future utilization which produces the highest present land value. The profitability of the use may not include the monetary consideration inherent in the property. The profitability or greatest return may be in the form of amenities. Any highest and best use determination of a site, vacant or improved, would be predicated upon sufficient demand in the market for that particular use.

The following four categories are concluded the primary considerations of highest and best use determination.

A. Physically Possible

B. Legally Permissible

C. Financially Feasible

D. Maximally Productive

Application of these four categories gives support to the highest and best use conclusion.

In any discussion of the highest and best use of a particular property, the first consideration must be given to the land, as if vacant and available for development to its highest and best use.

HIGHEST AND BEST USE- (Cont)

Physically Possible: The subject property is slightly irregular in shape and has a total site area estimated at 1.39 acres, or about 60,584 SF (according to a survey prepared by Bill Bley & Associates, Inc. in 2018). The site has 174.36 feet of frontage along the south side of Northwest 10th Street, a two-lane, asphalt paved, local subdivision roadway which intersects Northwest 30th Avenue about 325 feet to the east. The east boundary of the site extends to a depth of 272.05 feet. The south (rear) boundary of the site measures 250.24 feet. The west boundary is irregular. Access to the property is by two curb cuts on its north boundary along Northwest 10th Street (one near the northeast property corner and the other near the northwest property corner). Interstate Highway 75 is about 3,400 feet west of the property but there is no access to the interstate highway at this location (the closest access is at US Highway 27). All services and protections are provided to the site. The size of the tract, its location along Northwest 10th Street near US Highway 27, availability of utilities, and ingress/egress within the neighborhood, will generally allow a wide variety of uses to be developed, including residential, commercial, industrial, and recreational.

Legally Permissible: From a legal standpoint, the zoning on the property is M-1, Light Industrial. The Light Industrial (M-1) district is intended primarily for wholesale distribution, warehouse storage, research and development, showroom sales, and light manufacturing of finished or semi-finished products. The light industrial uses shall be compatible with the surrounding uses. Outdoor manufacturing is not allowed in the M-1 district. Outdoor storage is allowed as a permitted accessory use if it complies with design criteria. Service establishments serving the industrial uses or the district shall be permitted. Permitted uses include retail uses, such as furniture stores (10,000 SF or larger), home/garden sales, and used merchandise stores; service uses, such as alcoholic beverage establishments (off-site consumption), assembly of electronics equipment, bail bonds agency, carpet/upholstery cleaning, construction service establishment, day labor service establishment, equipment rental and leasing, general business services, mini-warehouse, newspaper printing, packing and crating, print shop, professional and business offices, recycling collection point, repair garage, truck freight terminal, and truck rental sales; education/recreation/social uses, such as community education center and vocational/professional schools; health care uses, such as medical and dental laboratories and veterinarian offices; and industrial uses, such as light manufacturing, recycling center, research and testing, warehouse storage, and wholesale & distribution.

The current land use classification for the property is Employment Center. The intent of this land use is to provide a regionally important and vibrant hub for business, enterprise, research and development, and employment activities. Primary uses in this category are industrial, office and commercial. Secondary uses are public, recreation & open space, institutional, and residential, as well as educational facilities.

The zoning and land use designations are consistent, and a wide variety of uses are allowed on the property. Recognizing the physical characteristics of the site, especially its size and location, the legally permissible uses would likely be represented by some type of commercial or industrial development. Residential development of the property is not likely due to the zoning classification and the industrial uses in the local area. Therefore, some type of commercial or industrial development is considered to be physically possible and legally permissible on the site.

HIGHEST AND BEST USE- (Cont)

Financially Feasible/Maximally Productive: In order to be seriously considered, a use must have the potential to provide a sufficient return to attract investment capital over alternative forms of investment. A positive net income or acceptable rate of return would indicate that a use is financially feasible. Financially feasible uses are those uses that can generate a profit over and above the cost of acquiring the site and constructing the improvements. Of the uses that are permitted, possible, and financially feasible, the one that will result in the maximum value for the property is considered the highest and best use.

As previously discussed, land uses in the immediate area include light and medium industrial uses, wholesale businesses, service businesses, and a wide variety of commercial uses along the major roadways of the area. This location is within the northwestern region of Ocala, east of the Interstate Highway 75 corridor. As economic conditions have continued to improve following the Covid-19 pandemic, there should be additional development of industrial properties in this market area near Interstate Highway 75. The recent and continued development of distribution facilities along the Interstate 75 corridor supports this conclusion.

The site is comparable to, and compatible with, other similar industrial sites available for development within the local neighborhood. The variety of industrial facilities provides support for the economic viability of these uses within the local neighborhood. After considering the physical, legal and economic characteristics of the property, the most financially feasible use is most likely represented by some form of industrial use.

Conclusion: We considered the legal issues related to zoning and legal restrictions. We also analyzed the physical characteristics of the site to determine what legal uses would be possible and considered the financial feasibility of these uses to determine the use that is maximally productive. Considering the subject site's physical characteristics and location, as well as the state of the local market, it is our opinion that the Highest and Best Use of the subject site, as though vacant, is for development with an industrial use built to its maximum feasible building area. Use of the subject site for industrial purposes meets all four criteria for highest and best use. This type of use complies with the existing zoning (M-1, Light Industrial) and land use (Employment Center) designations and is physically possible upon the site. Due to the size of the site, large-scale industrial development is not likely. And, based on its location, residential uses are not practical. Recognizing all these factors, it seems reasonable to conclude that the highest and best use of the property would be for some type of industrial use.

As Improved

Physically Possible: The subject property was developed with an office building and a warehouse building in 1987. The buildings are currently in good physical condition. We know of no current or pending municipal actions or covenants that would require a change to the current improvements.

Legally Permissible: As discussed in the zoning section of this report, the existing use is allowable within the current zoning and land development regulations. The site is improved with an office building with 1,560 SF of gross building area and a warehouse building with 5,000 SF of gross building area. It is compatible with other existing uses in the neighborhood, particularly those along the Northwest 10th Street and US Highway 27 corridors where the property is located. The property has suitable size to accommodate the building improvements, parking areas and support facilities. The improvements have been constructed on the site in a functional manner consistent with other similar office and warehouse facilities in the local market area.

HIGHEST AND BEST USE- (Cont)

Financially Feasible/Maximally Productive: In the Reconciliation section of this report, we concluded to a market value of the subject property, as improved, of $1,250,000. In our opinion, the improvements contribute substantially to the value of the site. It is likely that no alternative use would result in a higher return.

Conclusion: It is our opinion that the existing improvements add value to the site as though vacant, dictating a continuation of their current use. The improvements are in good physical condition and are a legal, permissible use of the site. They have also been constructed in a functional manner, and the site has suitable size for the building improvements, parking areas and other support facilities. After considering this information, the existing industrial office/warehouse use of the property is felt to be a reasonable expectation for its highest and best use as improved.

VALUATION PROCESS

Methodology

There are three generally accepted approaches to developing an opinion of value: Cost, Sales Comparison and Income Capitalization. We considered each in this appraisal to develop an opinion of the market value of the subject property. In appraisal practice, an approach to value is included or eliminated based on its applicability to the property type being valued and the quality of information available. The reliability of each approach depends on the availability and comparability of market data as well as the motivation and thinking of purchasers.

The valuation process is concluded by analyzing each approach to value used in the appraisal. When more than one approach is used, each approach is judged based on its applicability, reliability, and the quantity and quality of its data. A final value opinion is chosen that either corresponds to one of the approaches to value or is a correlation of all the approaches used in the appraisal.

We considered each approach in developing our opinion of the market value of the subject property. We discuss each approach below and conclude with a summary of their applicability to the subject property.

Cost Approach: The Cost Approach is based on the proposition that an informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements which represent the Highest and Best Use of the land; or when relatively unique or specialized improvements are located on the site for which there are few improved sales or leases of comparable properties.

In the Cost Approach, the appraiser forms an opinion of the cost of all improvements, depreciating them to reflect any value loss from physical, functional and external causes. Land value, entrepreneurial profit and depreciated improvement costs are then added, resulting in an opinion of value for the subject property.

Sales Comparison Approach: In the Sales Comparison Approach, sales of comparable properties are adjusted for differences to estimate a value for the subject property. A unit of comparison such as price per square foot of building area or effective gross income multiplier is typically used to value the property. When developing an opinion of land value, the analysis is based on recent sales of sites of comparable zoning and utility, and the typical units of comparison are price per square foot of land, price per acre, price per unit, or price per square foot of potential building area. In both cases, adjustments are applied to the unit of comparison from an analysis of comparable sales, and the adjusted unit of comparison is then used to derive an opinion of value for the subject property.

Income Capitalization Approach: In the Income Capitalization Approach the income-producing capacity of a property is estimated by using contract rents on existing leases and by estimating market rent from rental activity at competing properties for the vacant space. Deductions are then made for vacancy and collection loss and operating expenses. The resulting net operating income is divided by an overall capitalization rate to derive an opinion of value for the subject property. The capitalization rate represents the relationship between net operating income and value. This method is referred to as Direct Capitalization.

VALUATION PROCESS- (Cont)

Related to the Direct Capitalization Method is the Yield Capitalization Method. In this method periodic cash flows (which consist of net operating income less capital costs) and a reversionary value are developed and discounted to a present value using an internal rate of return that is determined by analyzing current investor yield requirements for similar investments.

Summary: This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches should be considered applicable and/or necessary for market participants. Typical purchasers do not generally rely on the Cost Approach when purchasing a property such as the subject of this report. Therefore, we have not utilized the Cost Approach to develop an opinion of market value.

SALES COMPARISON APPROACH

The sales comparison approach is a method of direct sales comparison in the appraisal process. In this approach, sales of similar types of properties, which have occurred in the open market and which reflect buyer and seller interactions, are compared to the property appraised. This approach is based upon the Principle of Substitution, which implies that a prudent purchaser will pay no more for a property than it will cost to buy a comparable substitute, as improved.

The Principle of Substitution implies that buyers and sellers go through a process of comparing one property to another, in an effort to maximize their investment by obtaining the property with the best available balance between buyer preference and sales price. The appraiser "mirrors" this procedure by making appropriate adjustments to the comparable sales in comparison with the property appraised. The ultimate indications of value from each sale, after adjustments, will assist in estimating the most probable selling price of the appraised property.

By analyzing sales that qualify as arm's-length transactions between willing and knowledgeable buyers and sellers, we can identify value and price trends. The basic steps of this approach are:

1. Research recent, relevant property sales and current offerings in the competitive area;

2. Select and analyze properties that are similar to the subject property, analyzing changes in economic conditions that may have occurred between the sale date and the date of value, and other physical, functional, or locational factors;

3. Identify sales that include favorable financing and calculate the cash equivalent price;

4. Reduce the sale prices to a common unit of comparison such as price per square foot of net rentable area, effective gross income multiplier, or net income per square foot;

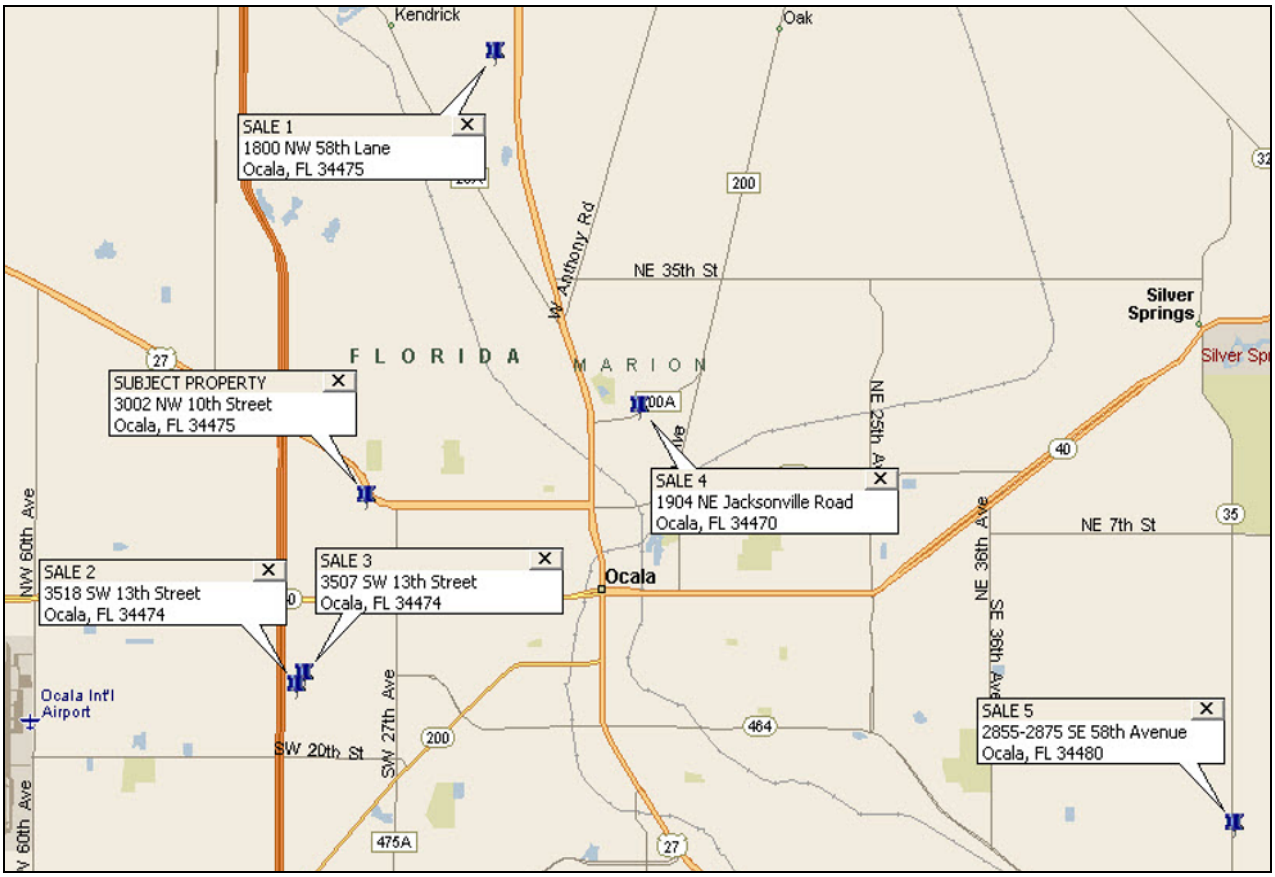
5. Make appropriate comparative adjustments to the prices of the comparable properties to relate them to the subject property; and,

6. Interpret the adjusted sales data and draw a logical value conclusion.

This approach is most reliable when there is sufficient market data available for a meaningful comparison. Furthermore, this approach is the best understood by those unfamiliar with the appraisal process.

The most widely used and market-oriented unit of comparison for properties such as the subject is the sales price per square foot of gross building area. All comparable sales were analyzed on this basis. The following pages contain a summary of the improved properties that we compared to the subject property, a map showing their locations, and the adjustment process.

COMPARABLE IMPROVED SALES MAP



SALES COMPARISON APPROACH- (Cont)

The competitive neighborhood was researched for sales of comparable office/warehouse properties in order to provide the most meaningful comparison to the property appraised and determine the estimate of value for the overall property.

The following sales are considered to be most representative of similar location and general neighborhood characteristics and influences. The chart below summarizes each of the sales utilized within this analysis.

PROPERTY APPRAISED: 6,560 SF Office and Warehouse Buildings

Sale No.	Location	Sale Date	Sales Price	Building Size (SF)	Building Price/SF
1	1800 NW 58th Lane, Ocala Office/Warehouse	07/10/2025	$3,290,400	12,500	$263.23
2	3518 SW 13th Street, Ocala Office/Warehouse	07/09/2025	$3,034,000	9,949	$304.96
3	3507 SW 13th Street, Ocala Office/Warehouse	03/21/2025	$1,050,000	6,400	$164.06
4	1904 NE Jacksonville Road, Ocala Office/Warehouse	02/11/2025	$1,800,000	8,550	$210.53
5	2855-2875 SE 58th Avenue, Ocala Office/Warehouse	09/24/2024	$ 610,000	3,745	$162.88

The reader will find sales sheets on the following pages regarding each of the sale properties analyzed. Unless indicated otherwise, each of the sales was determined to have occurred at market rates and terms, eliminating the need to make cash equivalency adjustments.

These sales represent the most comparable sales available for analysis. Due to the type of property being appraised (an office building with 1,560 SF and a warehouse building with 5,000 SF, located along Northwest 10th Street, just south of US Highway 27 in the northwestern city limits of Ocala), a reasonable amount of sales data was available for review. It is our opinion that these sales represent the most comparable data available for analysis and have therefore been used accordingly.

SALES COMPARISON APPROACH- (Cont)

SALE #1

OR BOOK/PAGE:	8659/0982, Marion County
GRANTOR:	HE Ocala, LLC
GRANTEE:	1800 Ocala Partners, LLC
DATE OF SALE:	July 10, 2025
SALES PRICE:	$3,290,400
BUILDING SIZE:	12,500 SF
SALES PRICE/ UNIT OF COMPARISON:	$263.23/SF
LEGAL DESCRIPTION:	Lots 5-7, North Ocala Industrial Park, Plat Book V, Pages 50-51; Marion County, Florida
LOCATION:	1800 Northwest 58th Lane, Ocala
ZONING:	M-2, Heavy Industrial
FINANCING:	Cash to Seller

SALES COMPARISON APPROACH- (Cont)

SALE #1- (Cont)

PHYSICAL CHARACTERISTICS: This property is located along the south side of Northwest 58th Lane, just west of its intersection with US Highway 441/301 within North Ocala Industrial Park. This location is about two miles north of the city limits of Ocala. The property has a total site area of 3.07 acres with about 495 feet of frontage along Northwest 58th Lane, a two-lane, asphalt paved, local subdivision roadway. The east and west boundaries extend to a depth of about 270 feet. The property is improved with a warehouse/office building with 12,500 SF of gross building area. The building was originally constructed in 2007 and features concrete tilt-up walls around the exterior. The roof is finished with standing seam metal panels in a gable design. The eave height of the building is 16 feet. It features about 4,000 SF of finished office space and 8,500 SF of warehouse space. The building has been designed with flexibility to have a single tenant or two-tenant occupancy, with each occupant having office and warehouse space and separate entries. The interior finish in the office space includes ceramic tile and commercial grade carpet on floors, drywall with a painted texture finish on walls and ceilings, surface mounted fluorescent lights, recessed can lights, and central air conditioning. The interior finish in the warehouse space includes exposed concrete slab floors, exposed concrete tilt-up wall panels, vinyl-faced fiberglass insulation under the roof deck, and hi-bay lighting fixtures. There are five overhead roll-up doors at ground level for access to the warehouse space. Seven restrooms are provided in the building. Some mezzanine storage space is provided above the office areas. The driveways, parking areas and lay-down yard are finished with concrete paving (about 53,000 SF). The building was in good physical condition at the time of sale. Water and sewer services at this location are provided by an on-site well and septic tank.

VERIFIED WITH: Lance Schenker, Bill Rodgers Realty, Inc. (Previous Listing Agent); Multiple Listing Service (MLS); Public Records Data; Inspection

VERIFIED BY: Database Administrator

SALES COMPARISON APPROACH- (Cont)

SALE #2

OR BOOK/PAGE:	8658/1874, Marion County
GRANTOR:	Lewis Ocala, LLC
GRANTEE:	Morsco Properties, LLC
DATE OF SALE:	July 9, 2025
SALES PRICE:	$3,034,000
BUILDING SIZE:	9,949 SF
SALES PRICE/ UNIT OF COMPARISON:	$304.96SF
LEGAL DESCRIPTION:	Lengthy legal in Lot 17 of an unnamed subdivision in Sections 15, 22 and 23-15-21; Marion County, Florida
LOCATION:	3518 Southwest 13th Street, Ocala, Florida
ZONING:	B-5, Wholesale Business
FINANCING:	Cash to Seller

SALES COMPARISON APPROACH- (Cont)

SALE #2- (Cont)

PHYSICAL CHARACTERISTICS:	This property is located along the south side of Southwest 13th Street, about 200 feet east of its intersection with Southwest 37th Avenue and Interstate Highway 75 in the city limits of Ocala (Southwest 37th Avenue is a frontage roadway along the east side of I-75). The site has about 4.11 acres, with about 289 feet of frontage along Southwest 13th Street, a two-lane, divided, asphalt paved local subdivision roadway. The east and west boundaries extend to an average depth of about 620 feet. The property is improved with a warehouse/office building with 9,949 SF of gross building area. The building was originally constructed in 2022 according to local property records. It features pre-engineered steel construction with pre-finished metal wall panels around the exterior and standing seam metal roof panels. The building is divided into about 2,200 SF of finished office space and 7,749 SF of warehouse space. The warehouse has two overhead roll-up doors at ground level. There are two restrooms provided. The driveways, parking areas and lay-down yard are finished with concrete paving (about 103,000 SF). The building was in good physical condition at the time of sale. All city services and protections are provided at this location.
VERIFIED WITH:	Nolan C. Galloway, III, Gus Galloway Realty, Inc. (Former Listing Agent); Multiple Listing Service (MLS); Public Records Data; Inspection
VERIFIED BY:	Database Administrator

SALES COMPARISON APPROACH- (Cont)

SALE #3

OR BOOK/PAGE:	8565/0910, Marion County
GRANTOR:	Robert L. Sharrer and Pamela L. Sharrer
GRANTEE:	M. M. Lemus, PA
DATE OF SALE:	March 21, 2025
SALES PRICE:	$1,050,000
BUILDING SIZE:	6,400 SF
SALES PRICE/ UNIT OF COMPARISON:	$164.06/SF
LEGAL DESCRIPTION:	Lengthy legal in NW ¼ of NW ¼ of Section 23-15-21; Marion County, Florida
LOCATION:	3507 Southwest 13th Street; Ocala, Florida
ZONING:	M-2, Medium Industrial
FINANCING:	Cash to Seller

SALES COMPARISON APPROACH- (Cont)

SALE #3- (Cont)

PHYSICAL CHARACTERISTICS: This property is located along the north side of Southwest 13th Street, about 585 feet east of its intersection with Southwest 37th Avenue (the frontage roadway on the east side of Interstate Highway 75) in the city limits of Ocala. The property has a total site area of 1.53 acres and includes about 330 feet of frontage along Southwest 13th Street (a two-lane, asphalt paved, divided subdivision roadway which connects Southwest 37th Avenue and Southwest 27th Avenue. The property is improved with a warehouse/office building with 6,400 SF of building area. The building was originally constructed in 2008 and was in good physical condition at the time of sale. It features concrete tilt wall construction in a two-story design with an eave height of 20 feet. The roof features standing seam metal panels in a gable design. The building has about 1,728 SF of air-conditioned office space and about 4,672 SF of warehouse/storage space. There is also 1,728 SF of mezzanine storage space above the office (which is not included in the gross square footage of the building). Access to the office area is by a set of storefront glass doors in bronze aluminum frames. The warehouse includes 5 overhead roll-up doors (two motorized) for access. There is sufficient on-site parking, and the site is fully fenced. All city services and protections are provided at this location.

The property was originally listed for sale on March 8, 2025 at an asking price of $1,200,000. The listing agent reported that an offer was received on the listing date and the transaction closed on March 21, 2025. The total marketing time from listing to closing was 13 days.

VERIFIED WITH: Angela Sharrer, Northpoint Asset Management (Listing Agent); Multiple Listing Service (MLS); Public Records Data; Inspection

VERIFIED BY: Database Administrator

SALES COMPARISON APPROACH- (Cont)

SALE #4

OR BOOK/PAGE:	8537/1419, Marion County
GRANTOR:	Hoberts, LLC
GRANTEE:	505 NE 82nd Street, LLC
DATE OF SALE:	February 11, 2025
SALES PRICE:	$1,800,000
BUILDING SIZE:	8,550 SF
SALES PRICE/ UNIT OF COMPARISON:	$210.53/SF
LEGAL DESCRIPTION:	Lengthy legal in NE ¼ of Section 07-15-22; Marion County, Florida
LOCATION:	1904 Northeast Jacksonville Road, Ocala, Florida
ZONING:	M-2, Medium Industrial
FINANCING:	Cash to Seller

SALES COMPARISON APPROACH- (Cont)

SALE #4- (Cont)

PHYSICAL CHARACTERISTICS: This property is located along the west side of Northeast Jacksonville Road, the south side of Northeast 20th Street and the east side of Northwest 1st Avenue in the city limits of Ocala. The total site area is 3.48 acres and includes about 610 feet of frontage along the west side of Northeast Jacksonville Road (a two-lane, asphalt paved, collector roadway). It also has about 610 feet of frontage along the south side of Northeast 20th Street (a four-lane, asphalt paved, collector roadway) and about 280 feet of frontage along the east side of Northwest 1st Avenue (a two-lane, asphalt paved, local subdivision roadway). The property is improved with a warehouse/office building with 8,550 SF of building area. The building was originally constructed in 1965 and was in good physical condition at the time of sale. It features a pre-engineered steel structural system with pre-finished metal wall panels and an EIFS (Exterior Insulation and Finish System) finish around the exterior elevations. The roof has standing seam metal panels over a steel structure in a gable design (replaced in late 2023). The eave height is estimated at 12 feet. The building is divided into about 2,650 SF of finished and air-conditioned office space and about 5,900 SF of warehouse space. The interior finish in the office space includes commercial grade carpet, ceramic tile, and laminate on floors; drywall with a painted finish on walls; acoustic tile ceilings; recessed fluorescent lighting fixtures; and air conditioning. There is a customer waiting area/lobby, a reception area, multiple offices, a parts supply room, an employee break area, and two restrooms. The interior finish in the warehouse space includes exposed concrete slab floors; exposed metal wall panels; open ceilings revealing the steel truss system and the underside of the metal roof panels; and fluorescent lighting fixtures. There are two overhead roll-up doors (10' x 12' and 12' x 13'), one of which was replaced in 2020 and the other in 2023. The warehouse has 3-phase electrical power. The property is fenced with three gated entrances. The driveways, parking areas and lay-down yard are paved with asphalt (about 40,000 SF) and concrete (about 7,700 SF). All city services and protections are provided to the property.

The property had previously undergone environmental remediation which was reportedly concluded at the time of sale.

VERIFIED WITH: Lance Schenker, Bill Rodgers Realty, Inc. (Previous Listing Agent); Multiple Listing Service (MLS); Public Records Data; Inspection

VERIFIED BY: Database Administrator

SALES COMPARISON APPROACH- (Cont)

SALE #5

OR BOOK/PAGE:	8458/1576, Marion County
GRANTOR:	Petroleum Plus Services, LLC
GRANTEE:	Pat Myers Electric, LLC
DATE OF SALE:	September 24, 2024
SALES PRICE:	$610,000
BUILDING SIZE:	3,745 SF
SALES PRICE/ UNIT OF COMPARISON:	$162.88/SF
LEGAL DESCRIPTION:	Lots 5-6, Block 450, Silver Springs Shores Unit No. 22, Plat Book J, Pages 176-180; Marion County, Florida
LOCATION:	2855-2875 Southeast 58th Avenue, Ocala, Florida
ZONING:	B-4, Regional Business
FINANCING:	Cash to Seller

SALES COMPARISON APPROACH- (Cont)

SALE #5- (Cont)

PHYSICAL CHARACTERISTICS: This property is located along the east side of Southeast 58th Avenue (State/County Road 35), just outside the eastern city limits of Ocala. The property has two adjacent tracts with a total site area of about 59,241 SF. It includes 200 feet of frontage along Southeast 58th Avenue (State/County Road 35), a four-lane, asphalt paved, divided arterial roadway with a landscaped center median, concrete curb and gutter, and underground storm drainage. The north boundary extends to a depth of about 337 feet, and the south boundary extends to a depth of about 266 feet. The east (rear) boundary measures about 214 feet. The property is improved with a one-story commercial office/warehouse building with 3,745 SF that was originally constructed in 1999 according to local property records. It is divided into about 1,945 SF of finished and air-conditioned office space, about 900 SF of finished storage space (also air conditioned), and about 920 SF of warehouse space (not air conditioned). It features a concrete block structural system with a painted stucco finish around the exterior elevations. The roof has fiberglass shingles over a wood truss system in a hip design (replaced in 2021). The eave height is estimated at 10 feet in the front and about 15 feet in the warehouse space at the rear. The interior finish in the office space includes ceramic tile floors; drywall with a painted texture finish on walls and ceilings; fluorescent lighting fixtures; ceiling fans; and central air conditioning. There is a kitchenette area in this part of the building and three restrooms. The interior finish in the warehouse/service space includes exposed concrete slab floors; drywall with a painted texture finish on interior walls and a light spray texture finish on exterior walls; drywall with a painted texture finish on ceilings; fluorescent lighting fixtures; and a 12’ x 14’ overhead door. The property has sufficient on-site parking. Marion County Utilities provides water and sewer services to the property.

The property was originally listed for sale on July 4, 2024 at an asking price of $675,000. An offer to purchase was received on September 13, 2024 and the transaction closed on September 24, 2024. The property was on the market for 71 days prior to receiving the offer to purchase. The total marketing time between listing and closing was 82 days.

VERIFIED WITH: Frank Falbo, Platinum Homes and Land Realty (Listing Agent); Multiple Listing Service (MLS); Public Records Data; Inspection; Previous Appraisal

VERIFIED BY: Database Administrator

SALES COMPARISON APPROACH- (Cont)

Conclusion

IMPROVED SALE ADJUSTMENT GRID

			ECONOMIC ADJUSTMENTS (CUMULATIVE)					PROPERTY CHARACTERISTIC ADJUSTMENTS (ADDITIVE)						
No.	Price PSF & Date	Property Rights Conveyed	Conditions of Sale	Financing	Market [1] Conditions	Subtotal	Location	Size	Age, Quality & Condition	Utility [2]	Economics	Other	Adj. Price PSF	Overall
1	**$263.23** 7/25	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 3.00%	**$271.13** 3.00%	Inferior 5.0%	Larger 5.0%	Superior -25.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	**$230.46** -15.0%	Superior
2	**$304.96** 7/25	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 3.00%	**$314.11** 3.00%	Similar 0.0%	Similar 0.0%	Superior -25.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	**$235.58** -25.0%	Superior
3	**$164.06** 3/25	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 5.00%	**$172.26** 5.00%	Similar 0.0%	Similar 0.0%	Superior -25.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	**$129.20** -25.0%	Superior
4	**$210.53** 2/25	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 5.50%	**$222.11** 5.50%	Inferior 5.0%	Similar 0.0%	Inferior 5.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	**$244.32** 10.0%	Inferior
5	**$162.88** 9/24	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Inferior 8.00%	**$175.91** 8.00%	Inferior 10.0%	Smaller -5.0%	Superior -10.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	**$167.11** -5.0%	Superior
STATISTICS														
	$162.88	**- Low**										**Low -**	$129.20	
	$304.96	**- High**										**High -**	$244.32	
	$221.13	**- Average**										**Average -**	$201.33	

(1) Market Conditions Adjustment

Compound annual change in market conditions: 6.00%
Date of Value (for adjustment calculations): 1/21/26

(2) Utility Footnote

Utility includes site layout, signage, visibility, etc.

The sales used in this analysis were the best available comparable sales for comparison to the subject property. The major points of comparison for this type of analysis include the property rights conveyed, the financial terms incorporated into the transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its physical traits, and the economic characteristics of the property.

The first adjustment made to the market data considers differences between the subject property and the comparable property sales regarding the legal interest transferred. Advantageous financing terms or atypical conditions of sale are then adjusted to reflect a normal market transaction. Next, changes in market conditions are accounted for, creating a time-adjusted price. Lastly, adjustments for location, physical traits, and the economic characteristics of the market data are made in order to generate the final adjusted unit rate for the subject property. When the property being appraised was superior, we adjusted the comparable sale upward to those comparable sales considered inferior. Conversely, when the property being appraised was inferior, we adjusted the comparable sales downward to those comparable sales considered superior.

Property Rights Conveyed: The property rights conveyed in a transaction typically have an impact on the price that is paid. Acquiring the fee simple interest implies that the buyer is acquiring the full bundle of rights. Acquiring a leased fee interest typically means that the property being acquired is encumbered by at least one lease, which is a binding agreement transferring rights of use and occupancy to the tenant. A leasehold interest involves the acquisition of a lease, which conveys the rights to use and occupy the property to the buyer for a finite period of time. At the end of the lease term, there is typically no reversionary value to the leasehold interest. The comparable sales are all fee simple properties. After reviewing the data, no adjustments for this characteristic are felt to be necessary.

SALES COMPARISON APPROACH- (Cont)

Conclusion- (Cont)

Market Conditions: In this analysis, we used a valuation date of January 2026. All the comparable sales are adjusted to this date. The sales that are included in this analysis occurred between September 2024 and July 2025. There are a limited number of direct paired sales of properties similar to the subject property which could be used to develop an estimate of the adjustment for market conditions. As a result, we have used data from Stellar MLS and other market data to assist in this analysis. All indications point to fairly significant appreciation over the past 2-3 years for many types of properties. This trend was also confirmed with buyers, sellers and brokers active in the local market area. After analyzing this data, we have concluded an upward adjustment for market conditions is warranted and an annual appreciation rate of 6% is considered reasonable. This annual rate would consider short-term fluctuations in appreciation rates over time since rates do not typically occur in precise linear trends.

Financial Terms: The financial terms of a transaction can have an impact on the sale price of a property. A buyer who purchases an asset with favorable financing might pay a higher price, as the reduced cost of debt creates a favorable debt coverage ratio. A transaction involving above-market debt will typically involve a lower purchase price tied to the lower equity returns after debt service. We analyzed all the transactions to account for atypical financing terms. To the best of our knowledge, all the sales used in this analysis were accomplished with cash or market-oriented financing. Therefore, no adjustments are required.

Conditions of Sale: Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. In many situations the conditions of sale may significantly affect transaction prices. The sales are all considered to be “arm’s-length” market transactions between both knowledgeable buyers and sellers on the open market. As a result, no adjustments are necessary.

Location: An adjustment for location is required when the locational characteristics of a comparable property differ from those of the subject property. The subject property is located along Northwest 10th Street near US Highway 27, with good access and frontage. Sales 1, 4 and 5 are inferior to the subject property in terms of their overall locational characteristics. Therefore, upward adjustments are necessary for these sales. Sales 2 and 3 are relatively similar to the subject property in terms of their overall locational characteristics. Therefore, no adjustments are necessary.

Size: The adjustment for size generally reflects the inverse relationship between unit price and building size. Smaller buildings tend to sell for higher unit prices than larger buildings, and vice versa. Therefore, upward adjustments are typically made to larger buildings, and downward adjustments are made to smaller buildings. Sale 1 is larger in size as compared to the subject property. As a result, an upward adjustment is necessary. Sales 2, 3 and 4 are relatively similar in size to the subject property, so no adjustments are necessary. Sale 5 is smaller in size as compared to the subject property. Therefore, a downward adjustment is necessary for this sale.

Physical Traits: Each property has various physical traits that determine its appeal. These traits include age, physical condition, quality of construction, parking ratio and utility. The subject property was in good physical condition at the time of inspection. Sales 1, 2, 3 and 5 are superior to the subject property in terms of these overall physical traits, either due to their newer age or higher quality of construction (such as tilt-up concrete, for example). Therefore, downward adjustments are necessary for these sales. Sale 4 is inferior to the subject property in terms of its overall physical traits. Therefore, an upward adjustment is necessary.

SALES COMPARISON APPROACH- (Cont)

Conclusion- (Cont)

Use/Utility: The subject property is improved with an office building and a warehouse building along Northwest 10th Street near US Highway 27 in Ocala. The buildings are in good physical condition. They have good layouts with sufficient access, frontage, parking, etc. This is similar to each of the sale properties utilized. Therefore, no adjustments are required for this characteristic.

Economic Characteristics: The economic characteristics of a property include its occupancy levels, operating expense ratios, and other items not covered under prior adjustments that would have an economic impact on the transaction. In our analysis of the comparable sales, we found that no unusual economic conditions existed at the time of sale. As a result, no adjustments for these characteristics are required.

Other: In some cases, other variables will have an impact on the price of a transaction. Examples include soil conditions, restrictive zoning, easements, wetlands, or external influences. In our analysis of the comparable sales, we found that no unusual conditions existed at the time of sale. As a result, no adjustments were required.

Summary of Percentage Adjustment Method

We used the Sales Comparison Approach to estimate the Market Value As-Is of the subject property. From that data, we adjusted the sales to derive the As-Is Market Value. A summarized discussion of the adjustments was described on the previous pages.

Prior to adjustments, the comparable improved sales reflect unit prices ranging from $162.88 per square foot to $304.96 per square foot with an average pre-adjusted price of $221.13 per square foot. After adjustments, the comparable improved sales reflect unit prices ranging from $129.20 per square foot to $244.32 per square foot with an average adjusted price of $201.33 per square foot.

We have given some consideration to each of the comparable sales as they each provide various strengths and weaknesses and collectively provide a reliable indication of value for the subject property.

After considering the information provided, we conclude that the indicated value for the Percentage Adjustment Method can be estimated in the midpoint of the adjusted value range at $200.00/SF, as follows:

APPLICATION TO SUBJECT	
Market Value-As Is	
Indicated Value per Square Foot	$ 200.00
Gross Building Area in Square Feet	6,560
Indicated Market Value	**$1,312,000**
Rounded To Nearest $50,000	**$1,300,000**

INCOME APPROACH

Methodology

The Income Capitalization Approach determines the value of a property based on the anticipated economic benefits. The principle of "anticipation" is essential to this approach, which recognizes the relationship between an asset's potential future income and its value. To value the anticipated economic benefits of a property, potential income and expenses must be projected, and the most appropriate capitalization method must be selected.

The most common methods of converting net income into value are Direct Capitalization and Yield Capitalization. In direct capitalization, net operating income is divided by an overall capitalization rate to indicate an opinion of market value. In the yield capitalization method, anticipated future cash flows and a reversionary value are discounted to an opinion of net present value at a chosen yield rate (internal rate of return).

Investors acquiring this type of asset will typically look at year one returns but must also consider long-term strategies. Hence, depending on certain factors, each of the income approach methods has merit. We placed greater reliance on the Direct Capitalization Method since the property is at stabilized operations. It is likely that a prospective purchaser of this type of property would utilize Direct Capitalization as the primary tool in evaluating the property.

Subject Tenancy: The subject property is improved with a one-story office building with 1,560 SF and a warehouse building with 5,000 SF. The buildings were originally constructed in 1987 and are in good physical condition. At the effective date of appraisal, the property is owner-occupied. Since there is no arm's length lease on the property, market rent will be utilized in the income analysis herein.

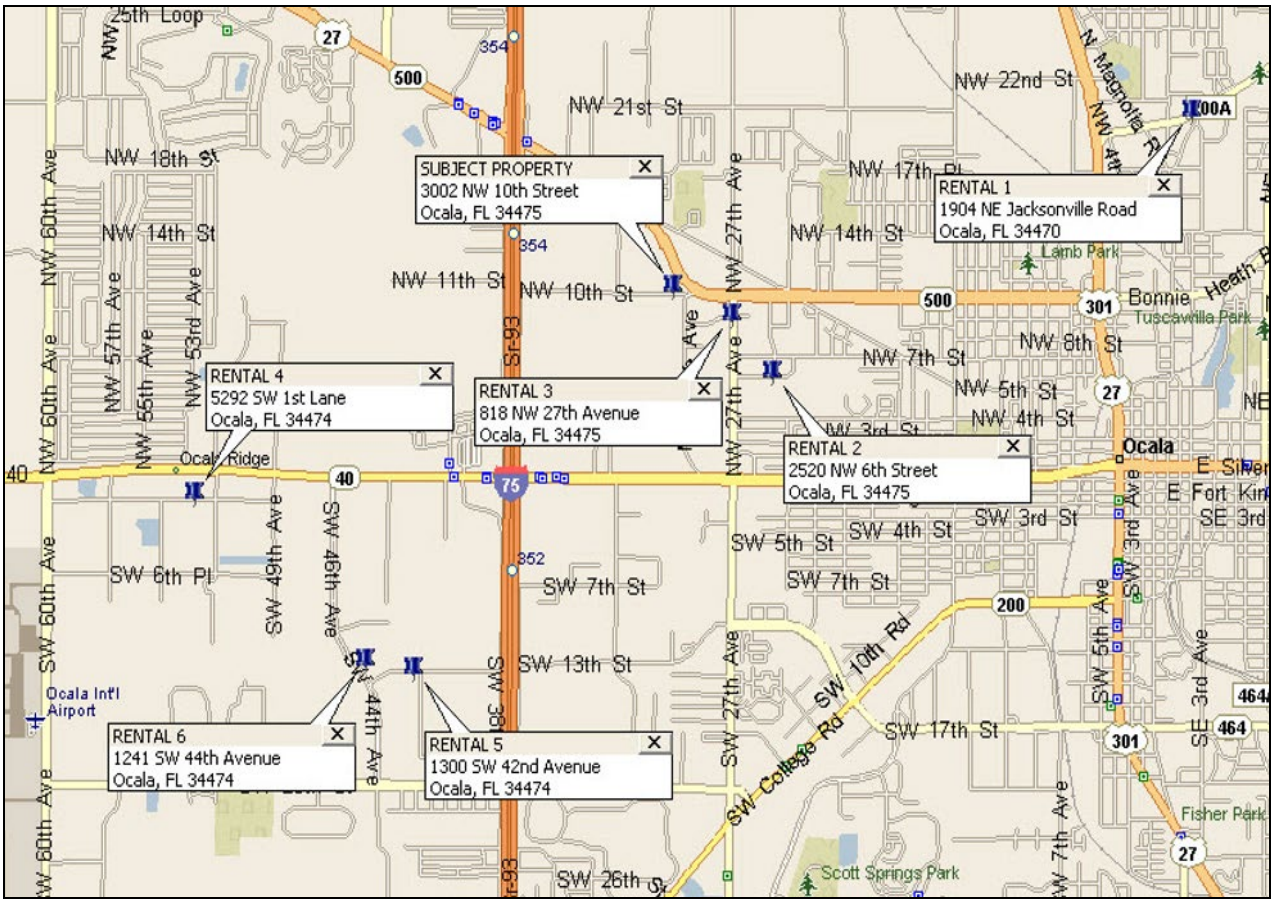
Tenant	Office (SF)	Whse (SF)	Total (SF)	Annual Rent	Rent/ SF	Lease Type
L. E. D'louhy	1,560	5,000	6,560	N/A	N/A	N/A
Totals	**1,560**	**5,000**	**6,560**	**N/A**	**N/A**	**N/A**

Local Market Lease Structure

The market in which the subject property is located recognizes various basic lease structures, with slight variations. In the subject's market, leases are written on a gross basis (with the landlord responsible for all expenses of ownership) and a net basis (which is much more common in this market area), whereby the tenants are responsible for their pro-rata share of all operating expenses including real estate taxes, insurance, common area maintenance (CAM) and management. There are also modified gross leases, which generally share the operating expenses.

The following pages provide an analysis of rent levels and lease terms at comparable properties in the overall market area.

COMPARABLE RENTAL PROPERTIES



INCOME APPROACH- (Cont)

Analysis of Comparable Office/Warehouse Rents

The following table summarizes rental activity for comparable office/warehouse space in the local market area. These units are situated in competitive areas of Ocala similar to the subject property. Additional information about these properties is summarized below and on the following page.

No.	Location	Tenant Space	Lease Type	Size (SF)	Rent/ SF
1	1904 NE Jacksonville Road, Ocala	Office/Warehouse	Net	8,550	$14.22
2	2520 NW 6th Street, Ocala	Office/Warehouse/Showroom	Net	7,680	$13.85
3	818 NW 27th Avenue, Ocala	Office/Warehouse/Showroom	Net	6,155	$13.00
4	5292 SW 1st Lane, Ocala	Office/Warehouse	Net	14,000	$12.50
5	1300 SW 42nd Avenue, Ocala	Office/Warehouse	Net	9,600	$12.00
6	1241 SW 44th Avenue, Ocala	Office/Warehouse	Net	10,000	$11.47

Rental 1 is an office/warehouse building with a total of 8,550 SF of gross building area. The property is located at 1904 Northeast Jacksonville Road in Ocala. The building was constructed in 1965 and is in good physical condition. It features a pre-engineered steel structural system with an EIFS (Exterior Insulation and Finish System) finish around the exterior elevations. The roof has standing seam metal panels and was replaced in late 2023. The building is divided into about 2,650 SF of finished and air-conditioned office space and about 5,900 SF of warehouse space. The office layout includes a customer waiting area/lobby, a reception area, multiple offices, a parts supply room, an employee break area, and two restrooms. The warehouse space includes two overhead roll-up doors (10' x 12' and 12' x 13') at ground level, one of which was replaced in 2020 and the other in 2023. The warehouse has 3-phase electrical power. The property was leased on July 10, 2024 at an annual rental rate of $14.22/SF on a triple net lease over a 3-year term.

Rental 2 is an office/warehouse/showroom building with a total of 7,680 SF of gross building area. The property is located at 2520 Northwest 6th Street in Ocala. The building was constructed in 2002 and is in average physical condition. It includes 1,920 SF of air-conditioned office space, 3,840 SF of air-conditioned warehouse/service space, and 1,920 SF of non-air-conditioned warehouse/service space. The office layout includes a reception area, a showroom, three private offices, storage areas, and two restrooms. There are eight overhead roll-up doors at grade level in the warehouse/service areas. The property was leased on October 7, 2023 at an annual rental rate of $13.85/SF on a triple net lease over a 3-year term.

Rental 3 is an office/warehouse/showroom building located at 818 Northwest 27th Avenue in Ocala. This location is within Galloway & Sands Industrial Park which is situated south of US Highway 27/Northwest Blitchton Road and west of Northwest 27th Avenue (both four-lane, asphalt paved, arterial roadways) in the Ocala city limits. The lot size is 20,038 SF. The building has 6,155 SF and was originally constructed in 1988. It has a pre-engineered steel structural system with CBS, concrete block, brick, and metal finishes around the exterior and an eave height of 14 feet. The structure is divided into about 4,680 SF of warehouse space and about 1,475 SF of finished and air-conditioned office space. The layout of the office space includes a large office, a showroom, two open workspaces, and two restrooms. The annual rental rate for this property is $13.00/SF on a triple net lease which began on May 28, 2023 and is for a 3-year term.

INCOME APPROACH- (Cont)

Potential Gross Income- (Cont)

Rental 4 is a former tire service facility now utilized for metal roof manufacturing. It is located at 5292 Southwest 1st Lane in western suburban Ocala. This is a 14,000 SF (+/-) warehouse/office/service facility built in 1989. It is situated on a 98,010 SF tract and is in good physical condition. The annual rental rate is $12.50/SF ($175,000 per year) on a triple net lease over a 5-year term that began on June 1, 2024. The rental rate increases 4.5% each year. The tenant has an option to renew for an additional 2-year term at a rental rate of 4.5% above the previous year's rate. This is a net lease, with the tenant responsible for payment of real estate taxes, insurance, property management costs, lawn care, fire suppression, and interior maintenance expenses.

Rental 5 is an office/warehouse building with a total of 9,600 SF of gross building area. The property is located at 1300 Southwest 42nd Avenue in Ocala. The building was constructed in 2024 and is in new physical condition. The eave height is 22 feet. It includes 770 SF of air-conditioned office space and 8,830 SF of warehouse space. The office space includes an open office area and two restrooms. There is a dock-high overhead roll-up door in the warehouse adjacent to a loading dock. The property was leased on September 8, 2024 at an annual rental rate of $12.00/SF on a triple net lease over a 3-year term.

Rental 6 is an office/warehouse building with a total of 10,000 SF of gross building area. The property is located at 1241 Southwest 44th Avenue in Ocala. The building was constructed in 2006 and is in good physical condition. It features pre-engineered steel construction with metal wall panels, a metal roof and an eave height of 24 feet. The interior includes about 1,400 SF of air-conditioned office space and 8,600 SF of warehouse/service space. The warehouse/service space includes three dock-high overhead roll-up doors and a loading ramp to another overhead roll-up door. This is an industrial condominium unit within Canaan at Meadowbrook Warehouse Condominiums. The property was leased on June 1, 2023. The annual rental rate is currently $11.47/SF on a triple net lease over a 4-year term.

The annual rental rates for the comparable properties analyzed range from a low of $11.47/SF to a high of $14.22/SF, with an average rental rate of $12.84/SF on triple net leases. These properties represent typical office/warehouse, office/warehouse/showroom, or warehouse/service units that are similar in size, age, quality of construction, and locational characteristics to the subject property.

After considering all the rental data analyzed, it is our opinion that a reasonable estimate of market rent for the subject property would be near the midpoint of the range at $13.00/SF on a triple net lease. This end of the range would take into consideration the overall quality of construction of the buildings, their good physical condition, the mixture of office and warehouse space, etc.

INCOME APPROACH- (Cont)

RENTAL #1

COUNTY:	Marion
ADDRESS/LOCATION:	1904 Northeast Jacksonville Road, Ocala
UNIT SIZE:	8,550 SF
ANNUAL RENTAL RATE:	$14.22/SF
BLDG. DESCRIPTION:	This is a warehouse/office building with a total of 8,550 SF of gross building area. The property is located at 1904 Northeast Jacksonville Road in Ocala. The building was constructed in 1965 and is in good physical condition. It is a pre-engineered steel structure with an EIFS finish around the exterior. The roof has standing seam metal panels (replaced in late 2023). The building is divided into about 2,650 SF of finished and air-conditioned office space and about 5,900 SF of warehouse space. The office layout includes a customer waiting area/lobby, a reception area, multiple offices, a parts supply room, an employee break area, and two restrooms. The warehouse space includes two overhead roll-up doors (10’ x 12’ and 12’ x 13’) at ground level, one of which was replaced in 2020 and the other in 2023. The warehouse has 3-phase electrical power. The property was leased on July 10, 2024 at an annual rental rate of $14.22/SF on a triple net lease over a 3-year term.
LEASE TERM:	Triple Net Lease/3-Year Term
VACANCY RATE:	0%
VERIFIED WITH:	Erin Freel, Boyd Real Estate, LLC (Leasing Agent); Multiple Listing Service (MLS); Public Records Data; Inspection
VERIFIED BY:	Database Administrator

INCOME APPROACH- (Cont)

RENTAL #2

COUNTY:	Marion
ADDRESS/LOCATION:	2520 Northwest 6th Street, Ocala
UNIT SIZE:	7,680 SF
ANNUAL RENTAL RATE:	$13.85/SF
BLDG. DESCRIPTION:	This is a warehouse/office building with a total of 7,680 SF of gross building area. The property is located at 2520 Northwest 6th Street in Ocala. The building was constructed in 2002 and is in average physical condition. It includes 1,920 SF of air-conditioned office space, 3,840 SF of air-conditioned warehouse/service space, and 1,920 SF of non-air-conditioned warehouse/service space. The office layout includes a reception area, a showroom, three private offices, storage areas, and two restrooms. There are eight overhead roll-up doors at grade level in the warehouse/service areas. The property was leased on October 7, 2023 at an annual rental rate of $13.85/SF on a triple net lease over a 3-year term.
LEASE TERM:	Triple Net Lease/3-Year Term
VACANCY RATE:	0%
VERIFIED WITH:	Nolan Galloway, III, Gus Galloway Realty, Inc. (Leasing Agent); Multiple Listing Service (MLS); Public Records Data; Inspection
VERIFIED BY:	Database Administrator

INCOME APPROACH- (Cont)

RENTAL #3

COUNTY:	Marion
ADDRESS/LOCATION:	818 Northwest 27th Avenue, Ocala
BUILDING/UNIT SIZE:	6,155 SF
ANNUAL RENTAL RATE:	$13.00/SF
BLDG. DESCRIPTION:	This is a warehouse/office/showroom building located at 818 Northwest 27th Avenue in Ocala. This location is within Galloway & Sands Industrial Park which is situated south of US Highway 27/Northwest Blitchton Road and west of Northwest 27th Avenue (both four-lane, asphalt paved, arterial roadways) in the Ocala city limits. The lot size is 20,038 SF. The building has 6,155 SF and was originally constructed in 1988. It has a pre-engineered steel structural system with CBS, concrete block, brick, and metal finishes around the exterior and an eave height of 14 feet. The structure is divided into about 4,680 SF of warehouse space and about 1,475 SF of finished and air-conditioned office space. The layout of the office space includes a large office, a showroom, two open workspaces, and two restrooms. The annual rental rate for this property is $13.00/SF on a triple net lease which began on May 28, 2023 and is for a 3-year term.
LEASE TERM:	Triple Net Lease/3-Year Term
VACANCY RATE:	0%
VERIFIED WITH:	Nolan Galloway, III, Gus Galloway Realty, Inc. (Leasing Agent); Multiple Listing Service (MLS); Inspection
VERIFIED BY:	Database Administrator

INCOME APPROACH- (Cont)

RENTAL #4

COUNTY:	Marion
ADDRESS/LOCATION:	5292 Southwest 1st Lane, Ocala
UNIT SIZE:	14,000 SF
ANNUAL RENTAL RATE:	$12.50/SF
BLDG. DESCRIPTION:	This is a former tire service facility now utilized for metal roof manufacturing. It is located at 5292 Southwest 1st Lane in western suburban Ocala. This is a 14,000 SF warehouse/office/service facility built in 1989. It is situated on a 98,010 SF tract and is in good physical condition. The annual rental rate is $12.50/SF ($175,000 per year) on a triple net lease over a 5-year term that began on June 1, 2024. The rental rate increases 4.5% each year. The tenant has an option to renew for an additional 2-year term at a rental rate of 4.5% above the previous year's rate. This is a net lease, with the tenant responsible for payment of real estate taxes, insurance, property management costs, lawn care, fire suppression, and interior maintenance expenses.
LEASE TERM:	Triple Net Lease/5-Year Term with Option to Renew for 2 Additional Years
VACANCY RATE:	0%
EXPENSE RATIO:	0%
VERIFIED WITH:	Nolan C. Galloway, III, Gus Galloway Realty, Inc. (Leasing Agent); Inspection; Previous Appraisal
VERIFIED BY:	Database Administrator

INCOME APPROACH- (Cont)

RENTAL #5

COUNTY:	Marion
ADDRESS/LOCATION:	1300 Southwest 42nd Avenue, Ocala
UNIT SIZE:	9,600 SF
ANNUAL RENTAL RATE:	$12.00/SF
BLDG. DESCRIPTION:	This is a warehouse/office building with a total of 9,600 SF of gross building area. The property is located at 1300 Southwest 42nd Avenue in Ocala. The building was constructed in 2024 and is in new physical condition. The eave height is 22 feet. It includes 770 SF of air-conditioned office space and 8,830 SF of warehouse space. The office space includes an open office area and two restrooms. There is a dock-high overhead roll-up door in the warehouse adjacent to a loading dock. The property was leased on September 8, 2024 at an annual rental rate of $12.00/SF on a triple net lease over a 3-year term. Note: The above photo is from MLS since the structure is behind two other buildings and could not be seen or accessed without trespassing.
LEASE TERM:	Triple Net Lease/3-Year Term
VACANCY RATE:	0%
EXPENSE RATIO:	0%
VERIFIED WITH:	Nolan C. Galloway, III, Gus Galloway Realty, Inc. (Leasing Agent); Multiple Listing Service (MLS); Inspection
VERIFIED BY:	Database Administrator

INCOME APPROACH- (Cont)

RENTAL #6

COUNTY: Marion

ADDRESS/LOCATION: 1241 Southwest 44th Avenue, Ocala

BUILDING/UNIT SIZE: 10,000 SF

ANNUAL RENTAL RATE: $11.47/SF

BLDG. DESCRIPTION: This is a warehouse/office building with a total of 10,000 SF of gross building area. The property is located at 1241 Southwest 44th Avenue in Ocala. The building was constructed in 2006 and is in good physical condition. It features pre-engineered steel construction with metal wall panels, a metal roof and an eave height of 24 feet. The interior includes about 1,400 SF of air-conditioned office space and 8,600 SF of warehouse/service space. The warehouse/service space includes three dock-high overhead roll-up doors and a loading ramp to another overhead roll-up door. This is an industrial condominium unit within Canaan at Meadowbrook Warehouse Condominiums. The property was leased on June 1, 2023. The annual rental rate is currently $11.47/SF on a triple net lease over a 4-year term.

LEASE TERM: Triple Net Lease/4-Year Term

VACANCY RATE: 0%

VERIFIED WITH: Nolan Galloway, III, Gus Galloway Realty, Inc. (Leasing Agent); Copy of Lease; Inspection; Previous Appraisal

VERIFIED BY: Database Administrator

INCOME APPROACH- (Cont)

Vacancy and Credit Losses

Vacancy and collection loss are a function of the interrelationship between absorption, lease expiration, renewal probability, estimated downtime between leases, and a collection loss factor based on the relative stability and credit of the subject's tenant base. The property is currently owner-occupied. Based on the location of the property, its access in the neighborhood, the quality and condition of the buildings, and the current demand for office/warehouse and other similar industrial space in the local market, we believe there is a low risk for vacancy and/or credit losses. Based on the current vacancy in the market, and our perception of future market vacancy, vacancy and credit losses have been estimated at 5% of the potential gross income.

Revenue and Expense Analysis

We developed an opinion of the property's annual income and operating expenses after reviewing the operating performance of similar buildings. We analyzed each item of expense and developed an opinion regarding what an informed investor would consider typical.

Most appraisers recognize the standards defined by the CRE Finance Council as the definitive standards by which operating expense data should be analyzed. In forecasting expenses, we relied on expense levels at competing properties, as well as those being experienced at the subject property. These expenses typically include property management expenses and reserves for replacements of capital items. Based on a net lease, these are typically the only expense items applicable for this type of analysis.

Income and Expense Pro Forma

The chart at the top of the following page summarizes our opinion of income and expenses for year one, which is the first stabilized year in this analysis. Most market participants analyze net-leased properties with no deductions for vacancy, collection loss or expenses. The risk associated with potential vacancy and expenses slippage is implicitly considered in the overall rate applied to the net operating income. In this analysis, it was felt to be appropriate to consider at least minimal vacancy and credit losses, as well as property management fees and reserves for replacements of capital items in order to develop a reasonable estimate of the net operating income for the property.

The only operating expenses considered to be applicable include property management expenses and reserves for replacements of capital items. The property management fees have been estimated at 3% of the effective gross income. The allocation for reserves for replacements has been estimated at $1,460 annually ($.25/SF). This amount is felt to be appropriate for this line item of expense.

INCOME APPROACH- (Cont)

Income and Expense Pro Forma- (Cont)

The following chart provides a summary of the income and expenses for the property “as is”.

SUMMARY OF INCOME AND EXPENSES – As Is				
Stabilized Year for Direct Capitalization:		**Year One**		
INCOME	**Assumptions**	**Annual**	**$/SF**	**% EGI**
Base Rental Income (6,560 SF)	$13.00	$85,280	$13.00	
Potential Gross Income		85,280	$13.00	
Total Vacancy and Collection Loss	5.0%	($ 4,264)	($ 0.65)	
EFFECTIVE GROSS INCOME		**$81,016**	**$12.35**	**100.00%**
OPERATING EXPENSES				
Management Fees @ 3% of EGI		$ 2,430	$ 0.37	3.00%
Reserves for Replacements		$ 1,640	$ 0.25	2.02%
Total Operating Expenses		**$ 4,070**	**$ 0.62**	**5.02%**
TOTAL EXPENSES		**$ 4,070**	**$ 0.62**	**5.02%**
NET OPERATING INCOME		**$76,946**	**$11.73**	**94.98%**

Note: Minor differences in mathematical calculations are due to rounding

Investment Considerations

The factors listed below have been considered in the valuation of this property and will have an impact on the selection of all investor rates.

INVESTMENT CONSIDERATIONS	
Real Estate Market Trends:	Real estate market trends have a significant bearing on the value of real property. The real estate market in which the subject property is located is currently improving.
Tenant Quality:	The quality of a property’s tenant base is an important factor that is scrutinized by investors prior to acquiring real property. The property is owner-occupied. The tenant quality is therefore good.
Property Rating:	After considering all the physical characteristics of the subject property, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.
Location Rating:	After considering all the locational characteristics of the subject property, including regional and local accessibility, as well as overall visibility, we have concluded that the location of this property is good.
Overall Investment Appeal:	There are many factors that are considered prior to investing in this type of property. After considering all these factors, we conclude that this property has good overall investment appeal.

INCOME APPROACH- (Cont)

Capitalization Rate Analysis

The following pages discuss the process of how we determine an appropriate overall capitalization rate to apply to the subject's forecast net operating income.

Derivation of Overall Rate from Band of Investment: Most properties are purchased with debt and equity capital. Therefore, the overall capitalization rate must satisfy the market return requirements of both investment positions. The lender/mortgagee must anticipate a rate of return that is appropriate for the investment's perceived risk in order to make the loan. The loan principle is typically repaid through periodic amortization payments. The equity investor/mortgagor must also anticipate a rate of return that is commensurate with the investment's perceived risk, or they opt for an alternative investment. Therefore, capitalization rates for debt and equity must be analyzed.

Mortgage Terms: The following mortgage interest rate is based on periodic conversations with representatives of lending institutions providing local mortgage financing. Thus, given the physical and economic characteristics of the subject property, and based on my research, the market terms for conventional loans made on properties similar to the subject property are as follows:

Typical Loan Terms

Mortgage Rate:	6.50%
Amortization Term (Years)	25
Number of Payments	300
Loan to Value Ratio	70.00%
Equity Ratio	30.00%
Mortgage Constant	8.10%

This data is used in the development of an appropriate overall capitalization rate for the subject property using the band of investment technique.

The capitalization rate for debt is known as the mortgage constant. It is the ratio of annual debt service to the principal amount of the mortgage loan. A mortgage interest rate of 6.50%, coupled with an amortization term of 25 years, was employed to derive a mortgage constant of 8.10%.

Equity Dividend Rate: The equity dividend rate is an income rate that reflects the relationship between a single year's equity cash flow expectancy and the equity investment. Also known as the equity capitalization rate, cash on cash rate or cash flow rate, this rate is used to convert equity dividend into an equity value indication. Based on all the factors analyzed, the equity dividend rate has been estimated at 5.00%.

The following is a summation of the derived appropriate capitalization rate using the band of investment technique:

.70 (Mortgage Ratio)	x .0810 (Constant)	= .0567
.30 (Equity Ratio)	x .0500 (Yield)	= .0150

Indicated Overall Rate: .0717

INCOME APPROACH- (Cont)

Capitalization Rates From Market Sales: Several commercial sales from the local and surrounding market area were analyzed to determine market-oriented capitalization rates. A summary of these sales is provided in the chart below.

Date	Name/Location	Year Built	Size (SF)	Price	Price/SF	Cap Rate
11/2022	Office Building/4385 N Highway 19A Mount Dora	1948	999	$ 370,000	$370.37	5.04%
9/2022	Warehouse/Office, 5580 SW 26th Street Ocala	2021	6,500	$ 900,000	$138.46	5.78%
4/2023	Kid City USA, 819 SE 1st Terrace Ocala	1950	5,000	$ 915,000	$183.00	5.90%
2/2025	Office/Warehouse/1904 NE Jacksonville Rd. Ocala	1965	8,550	$1,800,000	$210.53	6.11%
3/2020	Office Building, 2801 SE 1st Avenue Ocala	2020	5,074	$1,025,000	$202.01	7.59%

The commercial sales shown in the chart above reflect a range of overall capitalization rates from a low of 5.04% to a high of 7.59%, with a mean overall capitalization rate of 6.08%. These sales include a variety of commercial investment properties throughout the local and surrounding market area. They form a reasonable range of capitalization rates which are consistent with the other market data analyzed from alternate sources, as discussed on previous pages.

Capitalization Rate Conclusion

We have considered all aspects of the subject property that would influence the overall rate. Our analysis suggests that a capitalization rate of 6.50% represents reasonable investor criteria under recent market conditions. We have considered overall rates indicated by sales of comparable properties, mortgage and equity considerations, and the opinions of brokers, owners and prospective purchasers. Each method provides a reasonable amount of data from which to estimate an overall rate applicable to the property. The indications from these various sources are noted as shown below.

Capitalization Rate Summary

Market Participants:	6.00%-7.50%
Band of Investment Technique:	7.17%
Market Sales Data:	5.04%-7.59% (6.08% Average)
Conclusion:	**6.50%**

Given the property attributes and the prevailing market return rates, we conclude that a 6.50% overall capitalization rate is applicable to the subject's net operating income forecast. The rate selected is consistent with market sales data in the local area and is near the rate produced by the Band of Investment technique. This overall rate is therefore supported by the data analyzed herein.

INCOME APPROACH- (Cont)

Direct Capitalization Method Conclusion

In the Direct Capitalization Method, we have developed an opinion of market value by dividing year one net operating income by the selected overall capitalization rate. The conclusion using the Direct Capitalization Method is as follows:

Potential Gross Income		**$ 85,280**
6,560 SF Office/Warehouse @ $13.00/SF		
Less: Vacancy and Credit Losses		- 4,264
5% of Potential Gross Income		
Effective Gross Income		**$ 81,016**
Less: Expenses		- 4,070
Management Fees @ 3% of EGI	$2,430	
Reserves for Replacements	$1,640	
Net Operating Income		**$ 76,946**
Capitalization		
$76,946 (NOI) divided by .0650 (R)		$1,183,785
MARKET VALUE ESTIMATE, ROUNDED TO NEAREST $50,000: (Direct Capitalization Method)		**$1,200,000**

RECONCILIATION OF FINAL VALUE OPINION

This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches should be considered applicable and/or necessary for market participants.

The appraisal procedures outlined have developed the following indications of market value for the property appraised:

Sales Comparison Approach:	$1,300,000
Income Capitalization Approach:	$1,200,000

We have given some consideration to each of the valuation approaches utilized herein. The Sales Comparison Approach is an appropriate valuation method since it mirrors the methodology typically used by purchasers of this property type. The Income Capitalization Approach is also considered an appropriate valuation approach, and it provides a check on the reasonableness of the Sales Comparison Approach. Therefore, based upon the facts, data and conclusions, as presented within this report, it is our opinion that the market value of the property "as is", in fee simple interest, as of January 21, 2026, is:

ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS
($1,250,000)

Exposure Time and Marketing Time

Based on a review of national investor surveys, discussions with market participants and information gathered during the sales verification process, a reasonable exposure time for the subject property at the value concluded within this report would have been approximately six-nine (6-9) months. This assumes an active and professional marketing plan would have been employed by the current owner.

We believe, based on the assumptions employed in this analysis, as well as the selection of investment parameters for the subject, that the value conclusion represents a price achievable within six-nine (6-9) months.

ADDENDUM

Jimmy H. Cowan, Jr., CFA
Marion County Property Appraiser

501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2026 Property Record Card

21935-002-00

GOOGLE Street View

Prime Key: 554251 | MAP IT+ | Current as of 1/21/2026

Property Information

DLOUHY L E
P O BOX 4201
OCALA FL 34478-4201

Taxes / Assessments:
Map ID: 161
Millage: 1001 - OCALA

M.S.T.U.
PC: 17
Acres: 1.44

Situs: 3002 NW 10TH ST OCALA

2025 Certified Value

Land Just Value	$125,552		
Buildings	$257,657		
Miscellaneous	$10,091		
Total Just Value	$393,300	Impact	($27,095)
Total Assessed Value	$366,205	Ex Codes:	
Exemptions	$0		
Total Taxable	$366,205		
School Taxable	$393,300		

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2025	$125,552	$257,657	$10,091	$393,300	$366,205	$0	$366,205
2024	$100,442	$222,381	$10,091	$332,914	$332,914	$0	$332,914
2023	$100,442	$233,621	$10,091	$344,154	$321,418	$0	$321,418

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
5804/1878	11/2006	71 DTH CER	0	U	I	$100
4700/0825	11/2006	74 PROBATE	0	U	I	$100
2264/0808	06/1996	07 WARRANTY	2 V-SALES VERIFICATION	Q	I	$135,000
2059/1186	08/1994	07 WARRANTY	8 ALLOCATED	U	I	$161,020
1316/0382	11/1984	07 WARRANTY	0	U	V	$8,500

Property Description

SEC 11 TWP 15 RGE 21
BEG 24 FT S FROM N BDY OF SW 1/4 OF SE 1/4
& 250 FT W FROM W R/W LINE OF ST HWY 500 W 84 FT S 100
FT W 83 FT N 100 FT W 8 FT S 100 FT W 75 FT S 175.31
FT E 250 FT N 275.31 FT TO POB &

BEG 24 FT S FROM N BDY OF SW 1/4 OF SE 1/4 & 500 FT
W FROM W R/W LINE OF ST HWY NO 500 E 83 FT TO POB
S 100 FT E 83 FT N 100 FT W 83 FT TO POB

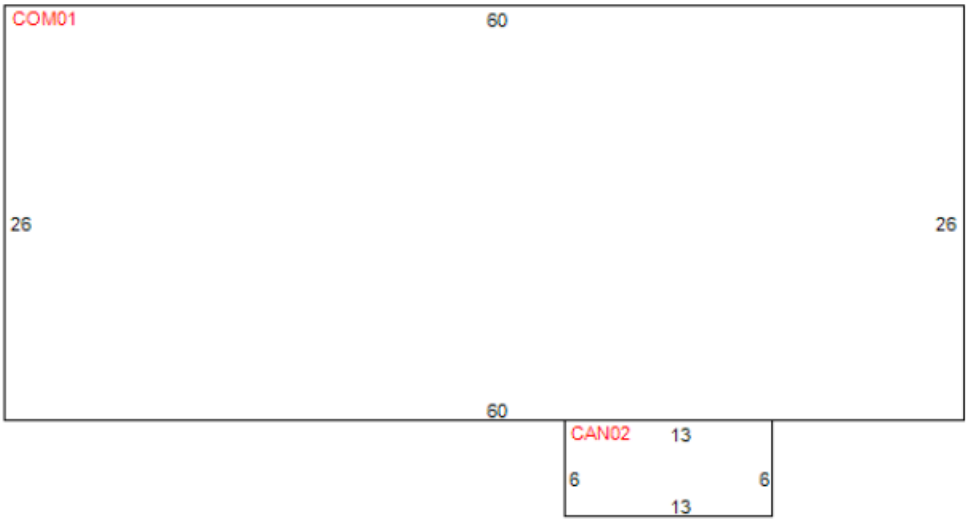
Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
GISF	1710	.0	.0	M1	62,776.00	SF						

Neighborhood 9966
Mkt: 2 70

Traverse

Building 1 of 2
COM01=L60D26R60U26.D26L12
CAN02=D6L13U6R13.



Building Characteristics

Structure	4 - MASONRY NO PILAST	**Year Built**	1987
Effective Age	5 - 20-24 YRS	**Physical Deterioration**	0%

Condition	3	**Obsolescence: Functional**	0%
Quality Grade	600 - AVERAGE	**Obsolescence: Locational**	0%
Inspected on	6/9/2025 by 117	**Base Perimeter**	172

Exterior Wall 32 CONC BLK-STUCO44 FACE BRICK-BLK

Section	Wall Height	Stories	Year Built	Basement %	Ground Flr Area	Interior Finish		Sprinkler	A/C
1	8.0	1.00	1987	0	1,560	M17 OFFICE	100 %	N	Y
2	9.0	1.00	1987	0	78	CAN CANOPY-ATTACHD	100 %	N	N

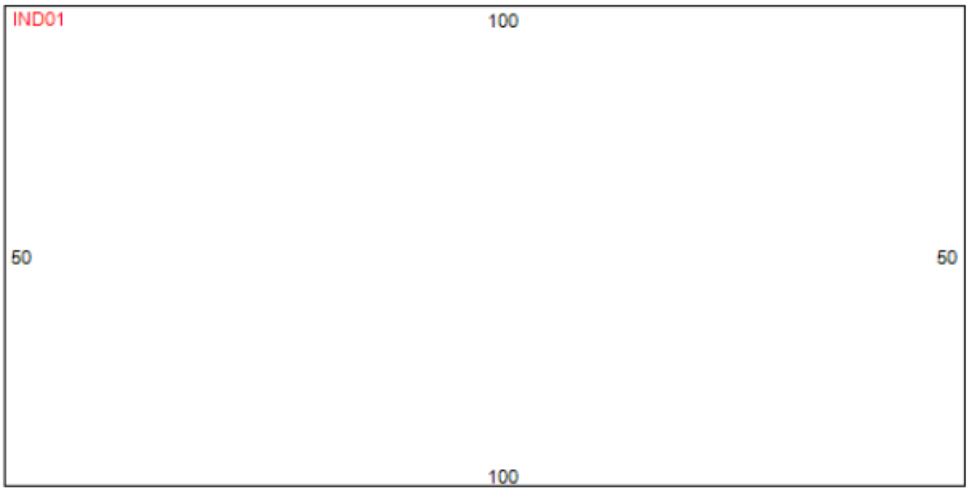
Section: 1

Elevator Shafts: 0	**Aprtments:** 0	**Kitchens:** 0	**4 Fixture Baths:** 0	**2 Fixture Baths:** 2
Elevator Landings: 0	**Escalators:** 0	**Fireplaces:** 0	**3 Fixture Baths:** 0	**Extra Fixtures:** 0

Traverse

Building 2 of 2

IND01=L100D50R100U50.



Building Characteristics

Structure	1 - WH STL FR	**Year Built**	1987
Effective Age	5 - 20-24 YRS	**Physical Deterioration**	0%
Condition	3	**Obsolescence: Functional**	0%
Quality Grade	500 - FAIR	**Obsolescence: Locational**	0%
Inspected on	6/9/2025 by 117	**Base Perimeter**	300

Exterior Wall 18 PREFINISHED MTL

Section	Wall Height	Stories	Year Built	Basement %	Ground Flr Area	Interior Finish		Sprinkler	A/C
1	24.0	1.00	1987	0	5,000	F48 WAREHOUSE/DISTRIBUTE	100 %	N	N

Section: 1

Elevator Shafts: 0	**Aprtments:** 0	**Kitchens:** 0	**4 Fixture Baths:** 0	**2 Fixture Baths:** 1
Elevator Landings: 0	**Escalators:** 0	**Fireplaces:** 0	**3 Fixture Baths:** 0	**Extra Fixtures:** 0

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
144 PAVING ASPHALT	4,832.00	SF	5	1987	3	0.0	0.0
159 PAV CONCRETE	640.00	SF	20	2005	5	0.0	0.0
144 PAVING ASPHALT	9,298.00	SF	5	2005	3	0.0	0.0

Appraiser Notes

NEWCO HOMES INC.
WINDSTREAM UTILITES.

Planning and Building
** Permit Search **

Permit Number	Date Issued	Date Completed	Description
BLD25-2153	9/23/2025	-	DLOUGHY REROOF
HAR25-0251	3/25/2025	-	NEWCO HVAC CO
BLD11-1246	9/22/2011	-	NEWCO HOMES/ENCLOSE EXST CARPORT
BLD11-1247	9/22/2011	-	EARLY START AUTH
OC01158	6/1/1987	-	ADD
OC01576	9/1/1986	-	BLDG 01= NEW OFFICES

George Albright
REAL ESTATE

Marion County

Ad Valorem Taxes

ACCOUNT NUMBER: R21935-002-00 2025 **TAX DISTRICT:** 1001
ASSESSED VALUE: 366,205 **EXEMPTIONS:** * NONE * **TAXABLE VALUE:** 366,205

TAXING AUTHORITY		MILLAGE	ASSESSED	EXEMPTIONS	TAXABLE	TAXES
COUNTY	GENERAL COUNTY	3.0900	366,205	0	366,205	1,131.57
	FINE & FORFEITURE	.8300	366,205	0	366,205	303.95
	COUNTY HEALTH	.1000	366,205	0	366,205	36.62
SCHOOL	SCHOOL R.L.E.	3.0720	393,300	0	393,300	1,208.22
	SCHOOL VOTE	1.0000	393,300	0	393,300	393.30
	SCHOOL DISCRETIONARY	.7480	393,300	0	393,300	294.19
	SCHOOL CAPITAL IMPR	1.5000	393,300	0	393,300	589.95
WATER	ST JOHNS MANAGEMENT DIST	.1793	366,205	0	366,205	65.66
MUNIC	OCALA BASIC	6.6177	366,205	0	366,205	2,423.43
			COUNTY ASSESSED:	366,205	SCHOOL ASSESSED:	393,300

EXEMPTION:NONE

17.13700 6,446.89

Non-Ad Valorem Assessments

LEVYING AUTHORITY		PURPOSE	RATES/BASIS	AMOUNT
X902	OCALA FIRE	COMMERCIAL FIRE	PER ASMT UNIT	1,690.00
			NON AD VALOREM ASSESSMENTS:	1,690.00
			COMBINED TAXES & ASSESSMENTS TOTAL:	8,136.89

R21935-002-00 2025
DLOUHY L E
P O BOX 4201
OCALA FL 34478-4201

*** PAID *** PAID *** PAID ***
11/28/25 PERIOD 01

NOV 30 2025	DEC 31 2025	JAN 31 2026	FEB 28 2026	MAR 31 2026	PastDue Apr 1
7,811.41	7,892.78	7,974.15	8,055.52	8,136.89	8,381.00

George Albright
REAL ESTATE

Marion County

NOV 30 2025 DEC 31 2025 JAN 31 2026 FEB 28 2026 MAR 31 2026 PastDue Apr 1
7,811.41 7,892.78 7,974.15 8,055.52 8,136.89 8,381.00

EX-TYPE	ESCROW	MILLAGE	TAXES LEVIED	REMIT PAYMENT IN U.S. FUNDS TO:
		1001		

VALUES AND EXEMPTIONS TAXES 6,446.89 George Albright
MARKET VALU 393,300 SP. ASMT 1,690.00 503 SE 25TH AVENUE
COUNTY ASMT 366,205 Ocala Fl 34471
COUNTY TXBL 366,205
SCHOOL ASMT 393,300 11 15 21
SCHOOL TXBL 393,300 SEC 11 TWP 15 RGE 21 BEG 24 FT S FROM N BDY OF SW 1/4 OF SE 1/4 & 250 FT W FROM W R/W LINE OF ST HWY 500 W 84 FT S 100 FT W 83 FT N 100 FT W 8 FT S 100 FT W 75 FT SEE TAX ROLL FOR MORE LEGAL

R21935-002-00 2025
DLOUHY L E
P O BOX 4201
OCALA FL 34478-4201

*** PAID *** PAID *** PAID ***
11/28/25 PERIOD 01
133-2025-0002848.0006
$7,811.41 CK

MOST RECENT RECORDED DEED

96-12356

ADVANCE HOMESTEAD TITLE

THIS INSTRUMENT WAS PREPARED INCIDENTAL TO THE WRITING OF A TITLE INSURANCE POLICY BY
AND RETURN TO:
THOMAS F. STENSON
ADVANCE HOMESTEAD TITLE
2233 S.E. FORT KING STREET, SUITE A
OCALA, FLORIDA 34471

Property Appraisers Parcel I.D. (Folio) Number(s):
21935-001-00 & 21935-001-00

Grantee(s) S.S.#(s):

w/ (FI THOMAS P. KLINKER, CLERK OF CIRCUIT COURT
FILE: 96049185
07/03/96 16:25
OR BOOK/PAGE: 2264/808
MARION COUNTY - DC.

Deed Doc Stamps 945.00 PAID

07/03/96 MARION COUNTY - E. Franklin CLERK

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed *Made and executed the* 28th *day of* June *A. D.* 1996 *by*
J.A.H. ENTERPRISES, INC.

a corporation existing under the laws of LOUISIANA *, and having its principal place of business at* P.O. BOX 336 LIVINGSTON, LA 70754-0336 *hereinafter called the grantor, to* L. E. DLOUHY , AND SHARON DLOUHY, HIS WIFE

whose postoffice address is P.O BOX 4201 OCALA, FL 34478 *hereinafter called the grantee:*
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in* Marion *County, Florida, viz:*

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*
To Have and to Hold, *the same in fee simple forever.*
And *the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple, that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1995, restrictions, reservations, covenants and easements of record, if any.*

In Witness Whereof, *the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

(Corporate Seal)

ATTEST: Janet Boulin
Secretary

J.A.H. ENTERPRISES, INC. L.S.

Signed, sealed and delivered in our presence:

Witness Signature

By
PRESIDENT

Wiley Collins
Printed Name

Marvin A. Henderson
Printed Name

Wendy Smith
Witness Signature

Windy Smith
Printed Name

STATE OF LOUISIANA
COUNTY OF Livingston

The foregoing instrument was acknowledged before me this 28th day of June
19 96 by MARVIN A. Henderson , PRESIDENT
OF J.A.H. ENTERPRISES, INC. , a Corporation,
on behalf of the corporation. He/she is personally known to me or has produced _____
as identification and did not take an oath.

SEAL

Clyde W. Henderson
Notary Signature

Clyde W. Henderson
Printed Notary Signature

My Commission Expires: For Life

FILE: 96049185
OR BOOK/PAGE: 2264/809

EXHIBIT "A"

2 of 2

Parcel 1: Beginning at a point 24 feet South from the North boundary of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 15 South, Range 21 East and 500 feet West from the West right-of-way line of State Highway Number 500; thence East 83 feet to the Point of Beginning; thence South 100 feet; thence East 83 feet; thence North 100 feet; thence West 83 feet to the Point of Beginning.

Parcel 2: Begin at a point 24 feet South from the North boundary of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 15 South, Range 21 East and 250 feet West from the West right-of-way line of State Highway Number 500; thence run West 84 feet; thence run South 100 feet; thence run West 83 feet; thence run North 100 feet; thence run West 8 feet; thence run South 100 feet; thence run West 75 feet; thence run South 175.31 feet; thence run East 250 feet; thence run North 275.31 feet back to the Point of Beginning.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

Certification

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation.

9. I have made a personal inspection of the property that is the subject of this report.

10. No one provided real property appraisal assistance to the person signing this report and its certification.

11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS- (Cont)

Certification- (Cont)

12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives and to the State of Florida relating to review by the Florida Real Estate Appraisal Board of the Department of Business Regulation.

13. My qualifications are included within this report. The qualifications serve as evidence of competency for the completion of this appraisal assignment in compliance with the competency provision contained within USPAP. My knowledge, experience and professional qualifications are commensurate with the complexity of this assignment based upon my business, professional, academic affiliations and activities; educational background and training; and my professional experience.

14. As of the date of this report, I have completed the Standards and Ethics Education Requirement of the Appraisal Institute for its Members.

15. The appraiser will maintain the confidentiality and privacy of customer information obtained in the course of this assignment in compliance with USPAP and Reg. P, Title V of the Gramm-Leach-Bliley Financial Modernization Act.

DATE: January 26, 2026

APPRAISER: _____

Todd L. Barfield, MAI, MRICS, CCIM
State-Certified General Real Estate Appraiser RZ2706
Exp. 11/30/2026

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS- (Cont)

Contingent and Limiting Conditions

The certification of the value appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as set forth by the appraiser in the report:

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership and competent property management.

2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. The appraiser has made no survey of the property.

3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless previous arrangements have been made.

4. Any distribution of the valuation between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

5. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies which might be required to discover such features.

6. Information, estimates and opinions furnished to the appraiser and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items can be assumed by the appraiser.

7. Disclosure of the contents of the appraisal report is governed by the bylaws and regulations of the Appraisal Institute.

8. It is assumed that there is full compliance with all applicable federal, state and local environmental laws and regulations unless noncompliance is stated, defined and considered in the appraisal.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS- (Cont)

Contingent and Limiting Conditions- (Cont)

9. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed, without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

10. Neither all, nor any part of the contents of this report, or copy thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the appraiser may be connected), shall be conveyed by anyone to the public through advertising, public relations, news sales, or other media, without the prior written consent and approval of the appraiser.

11. On all appraisals, subject to satisfactory completion, repairs or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

12. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such a determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, soil contaminants or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

13. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the appraiser whose signature(s) appear(s) on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the appraisal report shall be made by anyone other than the appraiser, and the appraiser shall have no responsibility for any such unauthorized change(s).

14. Unless otherwise stated in this report, the property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS- (Cont)

Contingent and Limiting Conditions- (Cont)

15. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

16. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

17. The opinions are only as of the date stated in the report. Changes since that date in external and market factors or in the property itself can significantly affect the conclusions in the report.

18. The forecasts of income and expenses are not predictions of the future. Rather, they are the Appraiser's best opinions of current thinking on future income and expenses. The Appraiser and Barfield & Associates, LLC make no warranty or representation that these forecasts will materialize. The real estate market is constantly fluctuating and changing. It is not the Appraiser's task to predict or in any way warrant the conditions of a future real estate market. The Appraiser can only reflect what the investment community, as of the date of the report, envisions for the future in terms of rental rates, expenses, and supply and demand.

19. Consistent with the requirements of Title XI of the Federal Financial Institutions Report, Recovery and Enforcement Act of 1989 (FIRREA), the client for this report is Mr. L. E. "Butch" D'Louhy.

Extraordinary Assumptions

None

Hypothetical Conditions

None

Glossary of Terms & Definitions

The following definitions of pertinent terms are taken from *The Dictionary of Real Estate Appraisal*, Sixth Edition (2015), published by the Appraisal Institute, Chicago, IL, as well as other sources.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Proposed Interagency Appraisal and Evaluation Guidelines, OCC-4810-33-P 20%)

Band of Investment

A technique in which the capitalization rates attributable to components of a capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment.

Cash Equivalency

An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash.

Depreciation

In appraising, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. 2. In accounting, an allowance made against the loss in value of an asset for a defined purpose and computed using a specified method.

Disposition Value

The most probable price that a specified interest in real property is likely to bring under all of the following conditions:

- Consummation of a sale will occur within a limited future marketing period specified by the client.
- The actual market conditions currently prevailing are those to which the appraised property interest is subject.
- The buyer and seller is each acting prudently and knowledgeably.
- The seller is under compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider their best interest.
- An adequate marketing effort will be made in the limited time allowed for the completion of a sale.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Note that this definition differs from the definition of market value. The most notable difference relates to the motivation of the seller. In the case of Disposition value, the seller would be acting under compulsion within a limited future marketing period.

Ellwood Formula

A yield capitalization method that provides a formulaic solution for developing a capitalization rate for various combinations of equity yields and mortgage terms. The formula is applicable only to properties with stable or stabilized income streams and properties with income streams expected to change according to the J- or K-factor pattern. The formula is:

RO = [YE – M (YE + P 1/Sn¬ – RM) – ΔO 1/S n¬] / [1 + ΔI J]
where
RO = Overall Capitalization Rate
YE = Equity Yield Rate
M = Loan-to-Value Ratio
P = Percentage of Loan Paid Off
1/S n¬ = Sinking Fund Factor at the Equity Yield Rate
RM =Mortgage Capitalization Rate
ΔO = Change in Total Property Value
ΔI = Total Ratio Change in Income
J = J Factor
Also called mortgage-equity formula.

Exposure Time

The time a property remains on the market. 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. See also marketing time.

Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Hypothetical Conditions

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Insurable Replacement Cost/Insurable Value

A type of value for insurance purposes.

Intended Use

The use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).

Leasehold Interest

The tenant's possessory interest created by a lease. See also negative leasehold; positive leasehold.

Liquidation Value

The most probable price that a specified interest in real property is likely to bring under all of the following conditions:
- Consummation of a sale will occur within a severely limited future marketing period specified by the client.
- The actual market conditions currently prevailing are those to which the appraised property interest is subject.
- The buyer is acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- The buyer is acting in what he or she considers his or her best interest.
- A limited marketing effort and time will be allowed for the completion of a sale.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Note that this definition differs from the definition of market value. The most notable difference relates to the motivation of the seller. Under market value, the seller would be acting in his or her own best interests. The seller would be acting prudently and knowledgeably, assuming the price is not affected by undue stimulus or atypical motivation. In the case of liquidation value, the seller would be acting under extreme compulsion within a severely limited future marketing period.

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).

Market Value

As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.1

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) See also exposure time.

Mortgage-Equity Analysis

Capitalization and investment analysis procedures that recognize how mortgage terms and equity requirements affect the value of income-producing property.

Operating Expenses

Other Taxes, Fees & Permits - Personal property taxes, sales taxes, utility taxes, fees and permit expenses.

Property Insurance – Coverage for loss or damage to the property caused by the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief, and additional perils.

Management Fees - The sum paid for management services. Management services may be contracted for or provided by the property owner. Management expenses may include supervision, on-site offices or apartments for resident managers, telephone service, clerical help, legal or accounting services, printing and postage, and advertising. Management fees may occasionally be included among recoverable operating expenses

Total Administrative Fees – Depending on the nature of the real estate, these usually include professional fees and other general administrative expenses, such as rent of offices and the services needed to operate the property. Administrative expenses can be provided either in the following expense subcategories or in a bulk total. 1) Professional Fees – Fees paid for any professional services contracted for or incurred in property operation; or 2) Other Administrative – Any other general administrative expenses incurred in property operation.

1 "Interagency Appraisal and Evaluation Guidelines." Federal Register 75:237 (December 10, 2010) p. 77472.

Heating Fuel - The cost of heating fuel purchased from outside producers. The cost of heat is generally a tenant expense in single-tenant, industrial or retail properties, and apartment projects with individual heating units. It is a major expense item shown in operating statements for office buildings and many apartment properties. The fuel consumed may be coal, oil, or public steam. Heating supplies, maintenance, and workers' wages are included in this expense category under certain accounting methods.

Electricity - The cost of electricity purchased from outside producers. Although the cost of electricity for leased space is frequently a tenant expense, and therefore not included in the operating expense statement, the owner may be responsible for lighting public areas and for the power needed to run elevators and other building equipment.

Gas - The cost of gas purchased from outside producers. When used for heating and air conditioning, gas can be a major expense item that is either paid by the tenant or reflected in the rent.

Water & Sewer - The cost of water consumed, including water specially treated for the circulating ice water system, or purchased for drinking purposes. The cost of water is a major consideration for industrial plants that use processes depending on water and for multifamily projects, in which the cost of sewer service usually ties to the amount of water used. It is also an important consideration for laundries, restaurants, taverns, hotels, and similar operations.

Other Utilities - The cost of other utilities purchased from outside producers.

Total Utilities - The cost of utilities net of energy sales to stores and others. Utilities are services rendered by public and private utility companies (e.g., electricity, gas, heating fuel, water/sewer and other utilities providers). Utility expenses can be provided either in expense subcategories or in a bulk total.

Repairs & Maintenance - All expenses incurred for the general repairs and maintenance of the building, including common areas and general upkeep. Repairs and maintenance expenses include elevator, HVAC, electrical and plumbing, structural/roof, and other repairs and maintenance expense items. Repairs and Maintenance expenses can be provided either in the following expense subcategories or in a bulk total. 1) Elevator - The expense of the contract and any additional expenses for elevator repairs and maintenance. This expense item may also include escalator repairs and maintenance. 2) HVAC – The expense of the contract and any additional expenses for heating, ventilation and air-conditioning systems. 3) Electrical & Plumbing - The expense of all repairs and maintenance associated with the property's electrical and plumbing systems. 4) Structural/Roof - The expense of all repairs and maintenance associated with the property's building structure and roof. 5) Pest Control – The expense of insect and rodent control. 6). Other Repairs & Maintenance - The cost of any other repairs and maintenance items not specifically included in other expense categories.

Common Area Maintenance - The common area is the total area within a property that is not designed for sale or rental, but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities. Common Area Maintenance (CAM) expenses can be entered in bulk or through the sub-categories. 1) Utilities – Cost of utilities that are included in CAM charges and passed through to tenants. 2) Repair & Maintenance – Cost of repair and maintenance items that are included in CAM charges and passed through to tenants. 3) Parking Lot Maintenance – Cost of parking lot maintenance items that are included in CAM charges and passed through to tenants. 4) Snow Removal – Cost of snow removal that are included in CAM charges and passed through to tenants. 5) Grounds Maintenance – Cost of ground maintenance items that are included in CAM charges and passed through to tenants. 6) Other CAM expenses are items that are included in CAM charges and passed through to tenants.

Painting & Decorating - This expense category is relevant to residential properties where the landlord is required to prepare a dwelling unit for occupancy in between tenancies.

Cleaning & Janitorial - The expenses for building cleaning and janitorial services, for both daytime and night-time cleaning and janitorial service for tenant spaces, public areas, atriums, elevators, restrooms, windows, etc. Cleaning and Janitorial expenses can be provided either in the following subcategories or entered in a bulk total. 1) Contract Services - The expense of cleaning and janitorial services contracted for with outside service providers. 2) Supplies, Materials & Misc. - The cost any cleaning materials and any other janitorial supplies required for property cleaning and janitorial services and not covered elsewhere. 3) Trash Removal - The expense of property trash and rubbish removal and related services. Sometimes this expense item includes the cost of pest control and/or snow removal .4) Other Cleaning/Janitorial - Any other cleaning and janitorial related expenses not included in other specific expense categories.

Advertising & Promotion - Expenses related to advertising, promotion, sales, and publicity and all related printing, stationery, artwork, magazine space, broadcasting, and postage related to marketing.

Professional Fees - All professional fees associated with property leasing activities including legal, accounting, data processing, and auditing costs to the extent necessary to satisfy tenant lease requirements and permanent lender requirements.

Total Payroll - The payroll expenses for all employees involved in the ongoing operation of the property, but whose salaries and wages are not included in other expense categories. Payroll expenses can be provided either in the following subcategories or entered in a bulk total. 1) Administrative Payroll – The payroll expenses for all employees involved in on-going property administration. 2) Repair & Maintenance Payroll - The expense of all employees involved in on-going repairs and maintenance of the property. 3) Cleaning Payroll - The expense of all employees involved in providing on-going cleaning and janitorial services to the property 4) Other Payroll - The expense of any other employees involved in providing services to the property not covered in other specific categories.

Security - Expenses related to the security of the Lessees and the Property. This expense item includes payroll, contract services and other security expenses not covered in other expense categories. This item also includes the expense of maintenance of security systems such as alarms and closed-circuit television (CCTV), and ordinary supplies necessary to operate a security program, including batteries, control forms, access cards, and security uniforms.
Roads & Grounds - The cost of maintaining the grounds and parking areas of the property. This expense can vary widely depending on the type of property and its total area. Landscaping improvements can range from none to extensive beds, gardens and trees. In addition, hard-surfaced public parking areas with drains, lights, and marked car spaces are subject to intensive wear and can be costly to maintain.
Other Operating Expenses - Any other expenses incurred in the operation of the property not specifically covered elsewhere.
Real Estate Taxes - The tax levied on real estate (i.e., on the land, appurtenances, improvements, structures and buildings); typically by the state, county and/or municipality in which the property is located.

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Prospective Value upon Reaching Stabilized Occupancy

The value of a property as of a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long-term occupancy. At such point, all capital outlays for tenant improvements, leasing commissions, marketing costs and other carrying charges are assumed to have been incurred.

Special, Unusual, or Extraordinary Assumptions

Before completing the acquisition of a property, a prudent purchaser in the market typically exercises due diligence by making customary enquiries about the property. It is normal for a Valuer to make assumptions as to the most likely outcome of this due diligence process and to rely on actual information regarding such matters as provided by the client. Special, unusual, or extraordinary assumptions may be any additional assumptions relating to matters covered in the due diligence process, or may relate to other issues, such as the identity of the purchaser, the physical state of the property, the presence of environmental pollutants (e.g., ground water contamination), or the ability to redevelop the property.

PROFESSIONAL QUALIFICATIONS

TODD BARFIELD, MAI, MRICS, CCIM

MANAGING PRINCIPAL | BARFIELD & ASSOCIATES, LLC

Todd Barfield is a Managing Principal of Barfield & Associates, LLC for the firm's valuation of commercial and residential properties. He has been the Managing Member of Barfield & Associates, LLC, Ocala, Florida from 1999 - Present and a commercial real estate broker from 1993 - Present in Ocala, Florida.

EXPERIENCE

Mr. Barfield has completed appraisal reports throughout the United States for lending institutions, individuals, attorneys, and governmental agencies for valuation, evaluation, and analysis assignments including: litigation assignments, insurable valuations, mortgage underwriting, portfolio analysis, construction defects, and CMBS loans. Mr. Barfield's background is diversified involving the valuation services on shopping centers, senior housing & healthcare, office buildings, multifamily properties, agricultural land, subdivision analysis, industrial properties, special use properties and hotels.

EDUCATION

- Florida State University (Tallahassee, FL)
  - Degree: Bachelor of Science – Finance
  - Degree: Bachelor of Science – Risk Management & Insurance

APPRAISAL EDUCATION

- Designated Member, Appraisal Institute – MAI Designation
  - As of the current date, Todd Barfield, MAI has completed the requirements of the continuing education program of the Appraisal Institute
- Commercial Investment Real Estate Institute – CCIM Designation
- Professional Member, Royal Institution of Chartered Surveyors - MRICS

MEMBERSHIPS, LICENSES AND PROFESSIONAL AFFILIATIONS

- Certified General Real Estate Appraiser in the following states:
  - Florida – RZ2706
  - Alabama – G01271
  - Arkansas – CG4164
  - Colorado – CG100028776
  - Kentucky – 005074
  - Louisiana – G4064
  - New York – 46000051586

PROFESSIONAL QUALIFICATIONS

  - North Carolina – A8057
  - Pennsylvania – GA004209
  - South Carolina – 6419
  - Virginia – 4001017374
- Florida Real Estate Commission – Broker

EXPERT WITNESS

- Qualified for an expert witness for the following:
  - United States Bankruptcy Court – Middle District of Florida
  - United States Bankruptcy Court – Northern District of Florida
  - Fifth Judicial Circuit Court of Florida
  - Eighth Judicial Circuit Court of Florida

PROFESSIONAL QUALIFICATIONS

ALABAMA

State of Alabama

This is to certify that

Todd Lee Barfield

having given satisfactory evidence of the necessary qualifications required by the laws of the State of Alabama is licensed to transact business in Alabama as a

Certified General Real Property Appraiser

With all rights, privileges and obligations appurtenant thereto.

LICENSE NUMBER: G01271
EXPIRATION DATE: 09/30/2019

Executive Director
ALABAMA REAL ESTATE APPRAISERS BOARD

0000695511

PROFESSIONAL QUALIFICATIONS

ARKANSAS

STATE OF ARKANSAS

APPRAISER LICENSING & CERTIFICATION BOARD

Attests that

Todd L. Barfield

On this date was certified as a

STATE CERTIFIED GENERAL APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certification is issued in accordance with all the requirements of Arkansas Code Annotated, Section 17-14-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

2/27/2018	CG-4164
Date Issued	Certification Number

Chairman, AALCB

COLORADO

Todd L Barfield
Po Box 4338
Ocala, FL 34478

State of Colorado
Department of Regulatory Agencies
Division of Real Estate

Board of Real Estate Appraisers

Todd L Barfield

Certified General Appraiser

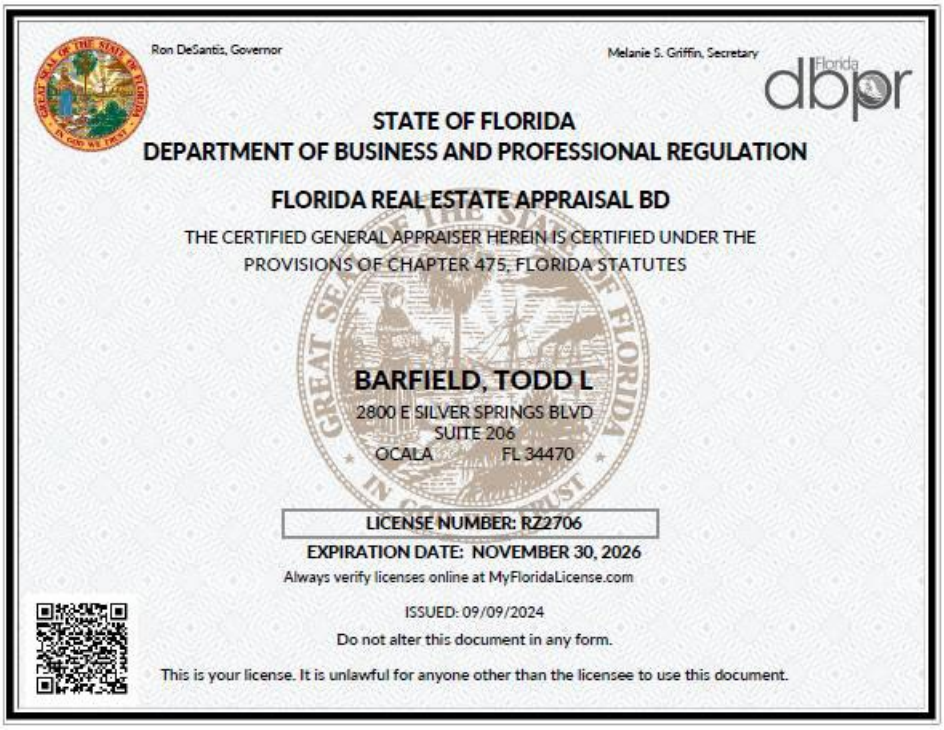
Director: Marcia Waters

License #: CG100028776
Status: Active
Expires: 12/31/2019

For the most up to date information regarding this credential, visit http://dora.colorado.gov/dre

PROFESSIONAL QUALIFICATIONS

FLORIDA



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BARFIELD, TODD L
2800 E SILVER SPRINGS BLVD
SUITE 206
OCALA FL 34470

LICENSE NUMBER: RZ2706
EXPIRATION DATE: NOVEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/09/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

KENTUCKY

Commonwealth of Kentucky
Kentucky Real Estate Appraisers Board
2017 - 18

Hereby grants a *Certified General Real Property Appraiser*

To Todd L. Barfield
Barfield & Associates, LLC
2800 E. Silver Springs Blvd.
Ocala, FL 34470

License № 5074

who has complied with the provisions of Chapter 324A of the Kentucky Revised Statutes IN WITNESS WHEREOF, we have caused the official seal to be fixed and attested for the year shown above.

John G. Kenkel, Jr., Chair
Dwain Wheeler, Vice Chair
Russ C. Lohan
Terry L. Bunnell

This certificate expires 6/30/2018

PROFESSIONAL QUALIFICATIONS

LOUISIANA

State of Louisiana

Certified General Appraiser License

Having complied with the license requirements as set forth in in R.S. 1950 Title 37, Chapter 51, and Amendatory Acts, and the Real Estate Appraisers Board Rules and Regulations, a Certified General Appraiser License is hereby granted to TODD L. BARFIELD

In Testimony Whereof, This license has been issued by the Authority of the Louisiana Real Estate Appraisers Board.

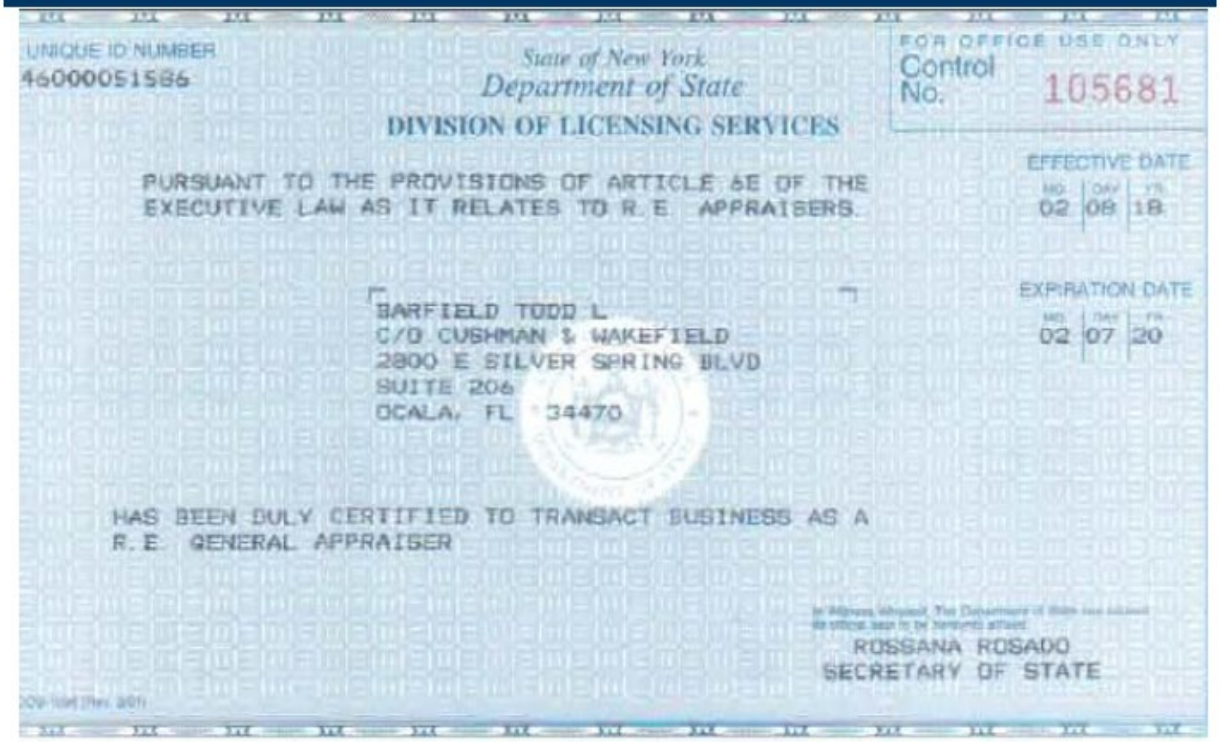
Period Covered: 01 01 2018 Through 12 31 2019

Roland McHall
Chairman

License Number: G4064

Secretary

NEW YORK



UNIQUE ID NUMBER
46000051586

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 105681

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

EFFECTIVE DATE
MO 02 DAY 08 YR 18

EXPIRATION DATE
MO 02 DAY 07 YR 20

BARFIELD TODD L
C/O CUSHMAN & WAKEFIELD
2800 E SILVER SPRING BLVD
SUITE 206
OCALA, FL 34470

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE

PROFESSIONAL QUALIFICATIONS

NORTH CAROLINA

NORTH CAROLINA APPRAISAL BOARD
APPRAISER QUALIFICATION CARD
Expires June 30, 2018

REGISTRATION / LICENSE / CERTIFICATE HOLDER

17 TODD L BARFIELD 18

A8057	G	Y
APPRAISER NUMBER	TYPE	NATIONAL REGISTRY

APPRAISER'S SIGNATURE

EXECUTIVE DIRECTOR

PENNSYLVANIA

Commonwealth of Pennsylvania

Department of State
Bureau of Professional and Occupational Affairs

The State Board of Certified Real Estate Appraisers hereby certifies that

TODD LEE BARFIELD

having complied with the licensure laws of the Commonwealth of Pennsylvania is authorized to practice as a/an

CERTIFIED GENERAL APPRAISER

In Witness Whereof, we have hereunto set our hand and caused the Seal of the Bureau of Professional and Occupational Affairs.

Certification Date: 02/29/2016

License Number: GA004209

Chairperson

Commissioner

PROFESSIONAL QUALIFICATIONS

SOUTH CAROLINA

State of South Carolina
Real Estate Appraisers Board

TODD L BARFIELD
6419

Having Satisfied The Qualifications Of The South Carolina Real Estate Appraisers Board And Having Complied With The Requirements Prescribed By Law, Is Hereby Entitled To Practice As A

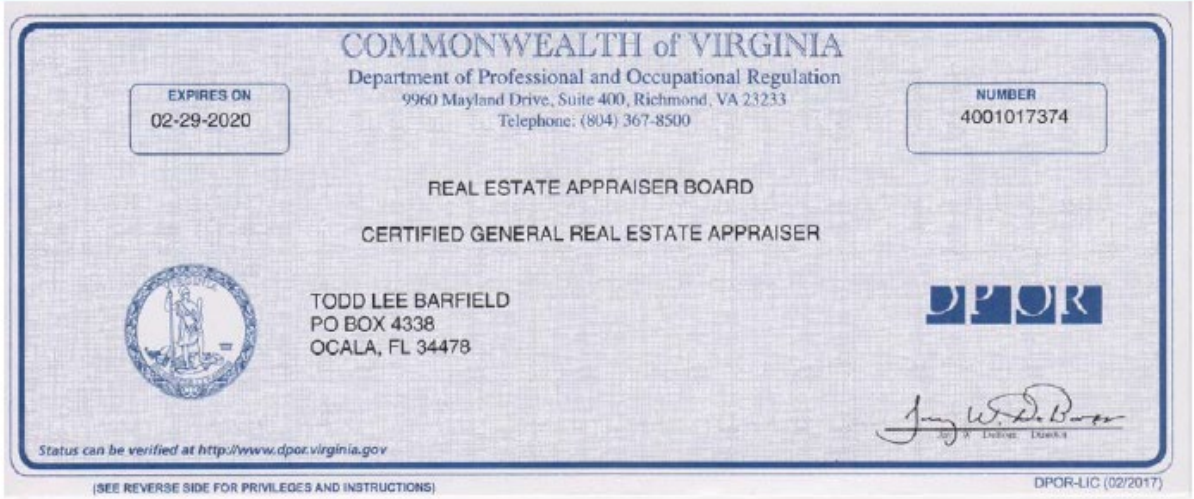
CERTIFIED GENERAL APPRAISER

In Witness Thereof, The State Of South Carolina Real Estate Appraisers Board By Virtue Of The Authority Vested In It By Chapter 60, Title 40, Code Of Laws Of South Carolina Has Caused This Document To Be Issued With Its Seal Imprinted Hereon.

Administrator

Property of South Carolina Real Estate Appraisers Board

VIRGINIA



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
02-29-2020

NUMBER
4001017374

REAL ESTATE APPRAISER BOARD

CERTIFIED GENERAL REAL ESTATE APPRAISER

TODD LEE BARFIELD
PO BOX 4338
OCALA, FL 34478

DPOR

Status can be verified at http://www.dpor.virginia.gov

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23065 **Agenda Date:** 6/2/2026 **Agenda No.:** 5.1.1.

SUBJECT:
County Transportation Maintenance Fund - Transportation - $50,000

INITIATOR:
Steven Cohoon, P.E., County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
The Office of the County Engineer has a continuing need for temporary staffing. This adjustment will add $50,000 in funds to Contract Services - Staff Leasing to increase the PO for Resource Government Services; $45,000 will be transferred from Regular Salaries & Wages and $5,000 from FICA Taxes.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the CNTY TRANS MAINT FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1020 - 400 - 512101	TRANSPORTATION REGULAR SALARIES & WAGES	$45,000
1020 - 400 - 521101	TRANSPORTATION FICA TAXES	$5,000
		$50,000

Transferred To:

Account	Cost Center - Account Title	Amount
1020 - 400 - 534115	TRANSPORTATION CONTRACT SERV - STAFF LEASING	$50,000
		$50,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of June, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23115 **Agenda Date:** 6/2/2026 **Agenda No.:** 5.1.2.

SUBJECT:
Fine and Forfeiture Fund - Sheriff Transfer - $392

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff's Office

DESCRIPTION/BACKGROUND:
The purpose of this request is to add funds to the Regular budget from insurance proceeds.

BUDGET/IMPACT:
Increase Fine and Forfeiture Fund appropriation by $392.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the FINE AND FORFEITURE FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1010 - 118 - 364080	SHERIFF REGULAR - TRANSFER INS PROCEEDS-AUTOMOTIVE	$392
		$392

Transferred To:

Account	Cost Center - Account Title	Amount
1010 - 118 - 560101	SHERIFF REGULAR - TRANSFER CAPITAL OUTLAY - MCSD	$392
		$392

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of June, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

05/22/2026
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1010	FINE AND FORFEITURE FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
118	364080	SHERIFF REGULAR - TRANSFER INSURANCE PROCEEDS - AUTOMOTIVE	$ 392
		TOTAL	$ 392

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
118	560101	SHERIFF REGULAR - TRANSFER CAPITAL OUTLAY - MCSD	$ 392
		TOTAL	$ 392

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the Regular budget from insurance proceeds.

Budget amendment requests must be received in the Budget Office before 10:00 A.M. on the Monday preceding regularly scheduled Tuesday meetings of the Board of County Commissioners. Deadlines may be shortened due to the holidays or other scheduling conflicts.

Sheriff Office Reference Number :	REGULAR #8

Marion County Sheriff's Office
Post Office Box 1987
Ocala, Florida 34478-1987

COPY

5/07/2026 **RECEIPT #** **57313**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
FLORIDA SHERIFF'S RISK MANAGEMENT	Check	0145719	392.00

Description:

VEH DAMAGE REIMBURSEMENT MCCLURE VEH # 53635 CASE # EV2026097893

001-0000-000 208000.000 DUE TO BOCC 392.00

FL Sheriffs Risk Mgmt Fund

To: Marion County S.O.

RECEIVED 5-6-26 SA

MAR1000

Check Number: 0000145719

Date: 04/28/2026

Claimant/Memo	Claim Number	Invoice No./Ref	Loss/Service Dates	Payment Code	Paid Amount
Marion EV2026097893 - K. Sparkman Unit 53635	APHD20260104592	8251			1041 - $392.00

TOTALS: $392.00

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

FL Sheriffs Risk Mgmt Fund
2750 Chancellorsville Drive
Tallahassee, FL 32312

Truist
Tallahassee, FL 32317-2090

63-9138/2631

0000145719

DATE
04/28/2026

PAY **Three Hundred Ninety Two Dollars and 00 Cents**

AMOUNT
$392.00

VOID AFTER 90 DAY:

TO THE ORDER OF Marion County Sheriff's Office

P.O. Box 1987
Ocala, FL 34478

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

FLORIDA SHERIFFS RISK MANAGEMENT FUND
Established 1978 Protecting Those Who Protect Us

RECEIVED
5.6.26 SH

April 28, 2026

VIA USPS MAIL

Marion County Sheriff's Office
P.O. Box 1987
Ocala, FL 34478

Re: Our File No.: EV2026097893
Unit.: 53635

Greetings,

This letter confirms that we are issuing a check to the Marion County Sheriff's Office as full and final payment for the windshield claims associated with EV2026097893. With this payment, the total windshield claim amount of $392.00 is considered fully resolved, and our file is closed.

If you have any questions or need additional documentation, please feel free to contact us.

Sincerely,

Ken J. Sparkman
Liability Claims Paralegal

Enclosures: 1 check

Windshield
Christopher McClure #6134
Veh-53635 2022 Ford Int. SUV
Date 4·20·26
Dept # 1041

2090 Summit Lake Drive • Tallahassee, Florida 32317
Office: 850-320-6880 • Fax: 850-320-6939 • Toll-Free: 866-345-3688 • www.FSRMF.org

8251

Accurate Auto Glass LLC

9611 sw 155th st
Dunnellon Fl 34432
Florida Registration # MV-65212

352-245-4200
Fax: 352-307-4396

INVOICE DATE

BILL TO
Name:
Address:
City & State:
Zip Code:
Phone no.'s: (H)

INSURED
Name:
Address:
City & State:
Zip Code:
Phone no.'s: (H)

AGENT	POLICY #	P.O. CLAIM #	AUTHORIZED BY AGENT

VEHICLE INFORMATION

YEAR	MAKE	MODEL	VEHICLE I.D. #	TAG #	DATE OF LOSS

Qty.	Inventory #	Description	List Price	Net Price	Amount
		Dept 1041			
		WO 98605			
		Veh. 53635			

LOCATION OF VEHICLE / COMMENTS

Noticed chip in windshield while in for service Looks like stone strike

Labor	
Sealants / Kit	
Moldings	
Other	
Misc. Materials & Supplies	
SUB TOTAL	
Sales Tax	
Sub Total Before Deductible	
Less Customer Deductible	
TOTAL	392.00

PLEASE READ CAREFULLY,CHECK ONE OF THE STATEMENTS BELOW, AND SIGN
I understand that under state law I am entitled to a written estimate if my final bill will exceed $150

_____ I request a written estimate
_____ I do not request a written estimate as long as the repair cost do not eceed $_____
The shop may not exceed this amount without my written or oral approval
_____ I do not request a written estaimate

Signed_____ Date_____

CONSISTANT WITH FLORIDA MOTOR VEHICLE REPAIR ACT, F.S. 559.901-559.9221, I HEREBY ACKNOWLEDGE RECEIPT OF WRITTEN ESTIMATE

ESTIMATE $_____

I WILL NOT ACCEPT WINDSHIELD REPAIR HAVING BEEN GIVEN THE ALTERNATIVE AND HAVING SEEN IT'S EFFECT.	☐CASH ☐CHECK ☐CREDIT CARD	HAT / UNIT NO.	MILEAGE	INSTALLER'S NAME
X_____				

Please Pay to **Accurate Auto Glass** →

FULL SETTLEMENT OF ALL LOSS UNDER YOUR POLICY DESCRIBED ABOVE AND UPON SUCH PAYMENT BEING MADE, ALL CLAIM (AND DEMAND) FOR LOSS AND DAMAGE DESCRIBED ABOVE SHALL BE THEREBY FOREVER DISCHARGED. IF FOR REASONS NOW UNKNOWN, MY POLICY DOES NOT COVER THIS CLAIM, I AGREE TO PAY THE FIRM LISTED ABOVE FOR THE REPAIRS

CUSTOMER SIGNATURE (X) _____ DATE INSTALLED _____

There will be a finance charge calculated at 1% per month on any outstanding balance carried from this invoice in excess of 30 days. In the event it becomes necessary for Accurate Auto Glass to institute any legal action for the collection of sums due under this invoice, then the purchaser agrees to pay all costs including all reasonable attorney fees incurred.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23052 **Agenda Date:** 6/2/2026 **Agenda No.:** 5.1.3.

SUBJECT:
Fine and Forfeiture Fund - State Attorney Technology - $1,600

INITIATOR:
Kathy LaCorte, Fiscal Director

DEPARTMENT:
State Attorney

DESCRIPTION/BACKGROUND:
State Attorney's Office SA05 needs to replace several 15-year-old network switches in this fiscal year to prevent possible failure. There is not enough funding to cover current invoices.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the FINE AND FORFEITURE FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1010 - 206 - 555501	STATE ATTORNEY - TECH TRAINING & EDUCATION	$1,600
		$1,600

Transferred To:

Account	Cost Center - Account Title	Amount
1010 - 206 - 564101	STATE ATTORNEY - TECH MACHINERY & EQUIPMENT	$1,600
		$1,600

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of June, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Rev. 12/30/2020

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

05/14/2026
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *State Attorney's Office - Kathy LaCorte Fiscal Director*

(Name and Title of Department / Agency Head or Authorized Representative)

1010	FINE AND FORFEITURE FUND
Fund number	Fund Name

TRANSFER FUNDS FROM:

Org Code	Account Number	Cost Center Name Account Name	AMOUNT
BA206602	555501	STATE ATTORNEY - TECH TRAINING & EDUCATION	$ 1,600
		TOTAL	$ 1,600

TRANSFER FUNDS TO:

Org Code	Account Number	Cost Center Name Account Name	AMOUNT
BA206602	564101	STATE ATTORNEY - TECH MACHINERY & EQUIPMENT	$ 1,600
		TOTAL	$ 1,600

PURPOSE OF REQUEST:

SA05 needs to replace several 15 year old network switches in this fiscal year to prevent possible failure. There is not enough funding to cover current invoices.

Budget amendment requests must be received in the Budget Office before 10:00 A.M. on the Monday preceding regularly scheduled Tuesday meetings of the Board of County Commissioners. Deadlines may be shortened due to the holidays or other scheduling conflicts.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23116 **Agenda Date:** 6/2/2026 **Agenda No.:** 5.1.4.

SUBJECT:
General Fund - Sheriff Jail Transfer - $7,034

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff's Office

DESCRIPTION/BACKGROUND:
The purpose of this request is to add funds to the Jail budget from insurance proceeds and livestock sales.

BUDGET/IMPACT:
Increase General Fund appropriations by $7,034.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 116 - 364041	SHERIFF JAIL - TRANSFER SALE OF SURPLUS EQUIPMENT	$6,100
0010 - 116 - 364080	SHERIFF JAIL - TRANSFER INS PROCEEDS-AUTOMOTIVE	$934
		$7,034

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 116 - 560101	SHERIFF JAIL - TRANSFER CAPITAL OUTLAY - MCSD	$7,034
		$7,034

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of June, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

05/22/2026
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	364041	SHERIFF JAIL - TRANSFER SALE OF SURPLUS EQUIPMENT	$ 6,100
116	364080	SHERIFF JAIL - TRANSFER INSURANCE PROCEEDS - AUTOMOTIVE	934
		TOTAL	$ 7,034

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	560101	SHERIFF JAIL - TRANSFER CAPITAL OUTLAY - MCSD	$ 7,034
		TOTAL	$ 7,034

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the Jail budget from insurance proceeds and livestock sales.

Budget amendment requests must be received in the Budget Office before 10:00 A.M. on the Monday preceding regularly scheduled Tuesday meetings of the Board of County Commissioners. Deadlines may be shortened due to the holidays or other scheduling conflicts.

Sheriff Office Reference Number :	JAIL #8

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

5/18/2026 **RECEIPT # 57372**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
OCALA STOCKYARD, LLC	Check	0029612	6,100.01

Description:

SALE OF 54 HOGS

003-0000-000 208000.000 DUE TO BOCC 6100.01

OCALA STOCKYARD LLC
P.O. BOX 539 • LOWELL, FLORIDA 32663
PHONE: 352-732-4454 • FAX: 352-732-4362
SALE DAY: CATTLE - EVERY MONDAY
HOGS, GOATS - FIRST FRIDAY EACH MONTH

29612

Seller 33 * MARION COUNTY SHERIFF'S OFFICE 05/15/26 PF 8833

Check Continued...

1	5033	HOGS	349	160	90.00	144.00
1	5034	HOGS	349	160	90.00	144.00
1	5035	HOGS	349	160	90.00	144.00
1	5036	HOGS	349	160	90.00	144.00
1	5037	HOGS	349	160	90.00	144.00
1	5038	HOGS	349	160	90.00	144.00
9	301	HOGS	330	715	145.00	1,036.75
6	301	HOGS	336	390	150.00	585.00
54	Totals			7630		6,917.72

Sex	Head	Weight	Avg Wgt	Avg Prc	Avg Pr/Hd
HOGS	54	7630	141.30	90.66	128.11

RECEIVED

MAY 18 [illegible]

BY FISCAL

Insur. 20.75 Hog Prom 24.19 Yardage 81.00 Comm 691.77
Deds 817.71 Net 6,100.01

****NEXT GOAT & HOG SALE WILL BE FRIDAY JUNE 5, 2026********
NOTE NEW BANK MAINSTREET COMMUNITY BANK OF FLORIDA !!!!!!!

MAINSTREET COMMUNITY BANK OF FLORIDA
63-1550/631

OCALA STOCKYARD LLC
P.O. BOX 539 • LOWELL, FLORIDA 32663
PHONE: 352-732-4454 • FAX: 352-732-4362

29612

Check No. 29612

05/15/2026

DOLLARS CENTS

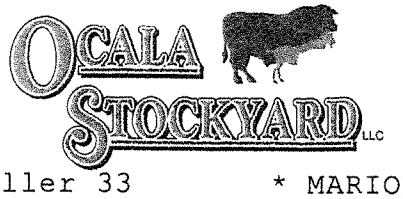
PAY To The Order Of

Six Thousand One Hundred Dollars and 1 Cent $****6,100.01

* MARION COUNTY SHERIFF'S OFFICE
PO BOX 1987
OCALA, FL 34478-1987

OCALA STOCKYARD, LLC
CUSTODIAL ACCOUNT FOR SHIPPER'S PROCEEDS
~~VOID AFTER 60 DAYS~~

[illegible]



P.O. BOX 539 • LOWELL, FLORIDA 32663
PHONE: 352-732-4454 • FAX: 352-732-4362
SALE DAY: CATTLE - EVERY MONDAY
HOGS, GOATS - FIRST FRIDAY EACH MONTH

29611

Seller 33 * MARION COUNTY SHERIFF'S OFFICE 05/15/26 PF 8833

1	5000	HOGS	J	2	169	72.50	122.53
1	5001	HOGS	J	2	169	72.50	122.53
1	5002	HOGS	J	2	169	72.50	122.53
1	5003	HOGS	J	2	169	72.50	122.53
1	5004	HOGS	J	2	169	72.50	122.53
1	5005	HOGS	J	2	169	72.50	122.53
1	5006	HOGS	J	2	169	72.50	122.53
1	5007	HOGS	J	2	169	72.50	122.53
1	5008	HOGS	J	2	169	72.50	122.53
1	5009	HOGS	J	2	169	72.50	122.53
1	5010	HOGS	354		171	82.50	141.08
1	5011	HOGS	354		171	82.50	141.08
1	5012	HOGS	354		171	82.50	141.08
1	5013	HOGS	354		171	82.50	141.08
1	5014	HOGS	354		171	82.50	141.08
1	5015	HOGS	354		171	82.50	141.08
1	5016	HOGS	354		171	82.50	141.08
1	5017	HOGS	354		171	82.50	141.08
1	5018	HOGS	354		171	82.50	141.08
1	5019	HOGS	354		166	82.50	136.95
1	5020	HOGS	330		170	80.00	136.00
1	5021	HOGS	330		170	80.00	136.00
1	5022	HOGS	330		170	80.00	136.00
1	5023	HOGS	330		170	80.00	136.00
1	5024	HOGS	330		170	80.00	136.00
1	5025	HOGS	330		170	80.00	136.00
1	5026	HOGS	330		170	80.00	136.00
1	5027	HOGS	330		170	80.00	136.00
1	5028	HOGS	330		170	80.00	136.00
1	5029	HOGS	349		160	90.00	144.00
1	5030	HOGS	349		160	90.00	144.00
1	5031	HOGS	349		160	90.00	144.00
1	5032	HOGS	349		160	90.00	144.00

Continued On Next Page...

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

5/20/2026 **RECEIPT #** **57416**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
AUTO-OWNERS INSURANCE	Check	368286052	934.25

Description:

VEH DAMAGE REIMBURSEMENT JOYNER TRAILER # 38333-2019 BIG TEX CASE # 300-0110567-2026

003-0000-000 208000.000 DUE TO BOCC 934.25

CLAIM PAYMENT

3682860 179

83

5·18·26 BR
RECEIVED

TALLAHASSEE CLAIM BRANCH
PO BOX 24700
LAKELAND FL 33802

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

CLAIM NUMBER		PAID DATE	AMOUNT PAID
300-0110567-2026		05/13/2026	$******934.25
LOSS DATE	STATUS		POLICY NUMBER
02/22/2026	CLOSE FILE		51 658977 00
INSURED			
DOLORES BENSON			

NATURE COAST INSURANCE INC
PO BOX 1520
CHIEFLAND FL 32644-1520

Trans# 2602230253
Lt. Mike Joyner #351
Trailer# 38333-2019 Big Tex
Date- 2·22·26
Dept # 3010

MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA, FL 34478-1987

Coverage	Pay_Type	Amount
Property Damage - Vehicles and Trailers (MARION COUNTY SHERIFFS OFFICE) (2019 BI...	General	$934.25

*** Additional payment details available upon request. ***

DETACH HERE AND KEEP FOR YOUR RECORDS

THIS DOCUMENT HAS A COLORED BACKGROUND, VOID PANTOGRAPH, AND MICROPRINTING IN THE BORDER

SOUTHERN OWNERS INSURANCE - CLAIM PAYMENT CHECK

368286052

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

BANK OF AMERICA, NA

70-2328
719

05/13/2026

NINE HUNDRED THIRTY-FOUR AND 25/100 DOLLARS

PAY TO THE ORDER OF MARION COUNTY SHERIFFS OFFICE

INSURED: DOLORES BENSON	
CLAIM NUMBER	LOSS DATE
300-0110567-2026	02/22/2026
POLICY NUMBER	AGENCY
51 658977 00	12-0669-00

$******934.25

IN PAYMENT OF:
Repairs to Trailer #38333 Dept 3010 Inv 1002

Jamie P. Wilson

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

Marion County Sheriff's Office
Post Office Box 1987
Ocala, Florida 34478-1987

PURCHASE REQUISITION NO. 85606

Requesting Office:
FLEET SERVICES

Requested By:
Jamie Nelson

Vendor:
ROBERT L BILLINGS JR
DBA RBTA SERVICE LLC
10670 NE 227TH PL RD
FT MCCOY, FL 32134

Reason for Request:
REPAIRS TO TRAILER # 38333 DEPT 3010 INV 1002
ACC TR # 2602230258

Date of Requisition	Date Needed	Purchase Order #	Requisition Total
5/13/2026	5/13/2026		$934.25

Item #	Qty	U/M	Description	Unit Price	Amount
1	1.00	EACH	2112 72" SMOOTH FENDER STEEL	94.380	94.38
2	1.00	EACH	27127218 FENDER BACK PLAT 72-18 STEEL	42.890	42.89
3	1.00	EACH	65521.01 BRAKE AWAY KIT LED W/CHARGER 5AMP	63.260	63.26
4	1.00	EACH	787 7 WAY TRAILER SIDE BLADE	14.780	14.78
5	1.00	EACH	SPRAY PAINT BLACK SPRAY PAINT	11.890	11.89
6	2.00	EACH	HWH SELF DRILL SCREWS 1" 1/4 X 1" SELF TAPPER SCREWS	0.890	1.78
7	1.00	EACH	7720 RING TERMINALS 16/14 GAUGE	0.270	0.27
8	1.00	DRUM	SS01 SHOP SUPPLIES	17.500	17.50
9	5.50	EACH	LAB01 LABOR	125.000	687.50
			Account Codes / **Distribution Amounts**	**Total Requested**	$934.25
			000-0000-000 000000.000 934.25		

APPROVALS	

I HAVE COMPARED THE GOODS RECEIVED
TO THIS DOCUMENT AND NOTE THE
FOLLOWING TO BE ACCEPTABLE

DESCRIPTION Repairs

QUANTITY ✓ CONDITION ✓

DATE 5/13/26 SIGNATURE [signature] 6482

R&B Hitch of Ocala
352-572-1090
10670 NE 227th Place Road
Ft. McCoy, FL 32134

Billed To
Marion County Sheriff's Office
P.O. Box 1987
Ocala, FL 34478

Date of Issue
04/16/2026

Invoice Number
1002

Due Date
04/16/2026

Amount Due (USD)
$934.25

Description	Rate	Qty	Line Total
2112 72" Smooth Fender Steel	$94.38	1	$94.38
27127218 Fender Back Plat 72-18 Steel	$42.89	1	$42.89
65521.01 Brake Away Kit LED W/ Charger 5amp	$63.26	1	$63.26
787 7 Way Trailer Side Blade	$14.78	1	$14.78
Spray Paint Black Spray Paint	$11.89	1	$11.89
HWH Self Drill Screws 1" 1/4 x 1" Self Tapper Screws	$0.89	2	$1.78
7720 Ring Terminals 16/14 Gauge	$0.27	1	$0.27
SS01 Shop Supplies	$17.50	1	$17.50
Lab01 Labor	$125.00	5.5	$687.50

Subtotal	934.25
Tax	0.00
Total	934.25
Amount Paid	0.00
Amount Due (USD)	$934.25

w/o # 98876
Veh # 35333
Dept # 3010
Accident Tracker # 260223025S
Re Inspected by: # 6017

Notes
Tag# ZJT75

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23113 **Agenda Date:** 6/2/2026 **Agenda No.:** 5.1.5.

SUBJECT:
Marion County Airport Fund - Marion County Airport - $830,989

INITIATOR:
Jim Couillard, PLA, ASLA, Director

DEPARTMENT:
Parks & Recreation

DESCRIPTION/BACKGROUND:
The current budget appropriation for the Taxiway B project is insufficient to support the total project cost and grant funding awarded for the project. Since the original budget was established, additional Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) grant funding has been approved and accepted by the Board of County Commissioners through Agenda Item 7.5.2 on September 16, 2025, and Agenda Items 7.2.2 and 7.2.4 on March 17, 2026. This budget adjustment increases the project budget to align with the executed grant agreements and final project funding structure, ensuring sufficient appropriation is available for project expenditures. The source of funds for this budget adjustment is the approved FAA and FDOT grant funding awarded for the Taxiway B project, along with the required Marion County local match. These funds have been accepted through Board-approved grant agreements and are being appropriated to accurately reflect available project funding.

BUDGET/IMPACT:
Increase Marion County Airport Fund appropriation by $822,679 and amend CIP.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the MARION COUNTY AIRPORT FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1035 - 415 - 331410	MARION COUNTY AIRPORT FD GRANT AIRPORT	$789,440
1035 - 415 - 334410	MARION COUNTY AIRPORT ST GRANT AIRPORT	$33,239
1035 - 415 - 512101	MARION COUNTY AIRPORT REGULAR SALARIES & WAGES	$8,310
		$830,989

Transferred To:

Account	Cost Center - Account Title	Amount
1035 - 415 - 563102	MARION COUNTY AIRPORT IMPROVE - CIP	$8,310
1035 - 415 - 563102	MARION COUNTY AIRPORT IMPROVE - CIP	$33,239
1035 - 415 - 563102	MARION COUNTY AIRPORT IMPROVE - CIP	$789,440
		$830,989

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of June, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Project Adjustments
Journal 2026-6-02
Effective Date 06/02/2026

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
MAC202202D-CIP AIRPRT-NEWINF CNS-415	Airport Parallel Taxiway Rwy 10-28	563102	47,376	8,310	55,686
MAC202202D-CIP AIRPRT-NEWINF CNS-415GF	Airport Parallel Taxiway Rwy 10-28	563102	4,500,680	789,440	5,290,120
MAC202202D-CIP AIRPRT-NEWINF CNS-415GS	Airport Parallel Taxiway Rwy 10-28	563102	189,502	33,239	222,741
			4,737,558	830,989	5,568,547

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23114 **Agenda Date:** 6/2/2026 **Agenda No.:** 5.1.6.

SUBJECT:
MSTU for Law Enforcement - Sheriff Insurance & Tax Fees - $2,825

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff's Office

DESCRIPTION/BACKGROUND:
The purpose of this request is to add funds to the MSTU budget from insurance proceeds.

BUDGET/IMPACT:
Increase MSTU for Law Enforcement appropriation by $2,825.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 364080	SHERIFF PATROL CID - TR INS PROCEEDS-AUTOMOTIVE	$2,825
		$2,825

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 560101	SHERIFF PATROL CID - TR CAPITAL OUTLAY - MCSD	$2,825
		$2,825

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of June, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

05/22/2026
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	364080	SHERIFF PATROL CID - TR INSURANCE PROCEEDS - AUTOMOTIVE	$ 2,825
		TOTAL	$ 2,825

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	560101	SHERIFF PATROL CID - TR CAPITAL OUTLAY - MCSD	$ 2,825
		TOTAL	$ 2,825

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the MSTU budget from insurance proceeds.

Budget amendment requests must be received in the Budget Office before 10:00 A.M. on the Monday preceding regularly scheduled Tuesday meetings of the Board of County Commissioners. Deadlines may be shortened due to the holidays or other scheduling conflicts.

Sheriff Office Reference Number :	MSTU # 26

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

5/12/2026 **RECEIPT #** **57330**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
FLORIDA SHERIFF'S RISK MANAGEMENT	Check	0145840	2,824.92

Description:

VEH DAMAGE REIM. GUILLARD#51665 # EV2026097954/COLEMAN#56134 # EV2026098001/SPARE PATROL#31959 # EV2026097977/QUBAISY#51664 # EV2026097975/HAMMONS#51667 # EV2026097974/UNASSIGNED #53594 # EV2026097973/MCCARTNEY#53597 # EV2026097968

115-0000-000 208000.000 DUE TO BOCC 2824.92

FL Sheriffs Risk Mgmt Fund

To: Marion County S.O.

RECEIVED
5·11·26 LB

MAR1000

Check Number: 0000145840

Date: 05/05/2026

Claimant/Memo	Claim Number	Invoice No./Ref	Loss/Service Dates	Payment Code	Paid Amount
Marion EV2026097954 - B. Pompey Unit #51665	APHD20260104648				2010-$299.92
Marion EV2026098001 - K. Sparkman Unit 56134	APHD20260104696	8266			2010 - $600.00
Marion EV2026097977 - K. Sparkman Unit 31955	APHD20260104668	8265			2010 - $357.00
Marion EV2026097975 - K. Sparkman Unit 51664	APHD20260104667	8259			2010 - $392.00
Marion EV2026097974 - K. Sparkman Unit 51667	APHD20260104666	8254			2010 - $392.00
Marion EV2026097973 - K. Sparkman Unit 53594	APHD20260104664	8258			2010 - $392.00
Marion EV2026097968 - K. Sparkman Unit 53597	APHD20260104662	8264			2010 - $392.00

TOTALS: $2,824.92

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

FL Sheriffs Risk Mgmt Fund
2750 Chancellorsville Drive
Tallahassee, FL 32312

Truist
Tallahassee, FL 32317-2090

63-9138/2631

0000145840

DATE
05/05/2026

PAY **Two Thousand Eight Hundred Twenty Four Dollars and 92 Cents**

AMOUNT
$2,824.92

VOID AFTER 90 DAYS

TO THE ORDER OF Marion County Sheriff's Office

P.O. Box 1987
Ocala, FL 34478

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

RECEIVED
5.11.26

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

Memorandum

Date: **5/5/2026**

To: **Stacy Hall, Marion County Sheriff's Office**

From: **Brittany Pompey**

Re: **Unit #51665**

The information contained in this communication is confidential and intended solely for the use of the addressee and may be subject to an attorney/client privilege and/or exempt from disclosure under the public records laws. Any unauthorized use, disclosure or copying is prohibited and may be unlawful. If you have received this communication in error, please contact the undersigned immediately.

Our Event #: EV2026097954

Check Amount: $299.92

Please see the attached check.

Trans # 2603100103

A. Guillard #6671

Veh: 51665 2021 Ford Int SUV

Dept # 2010

Date # 3-10-26

Mail To:

Marion County Sheriff's Office
Attn: Stacy Hall
P.O. Box 1987
Ocala, FL 34478

2750 Chancellorsville Drive • Tallahassee, Florida 32312

Marion County Sheriff's Office
Post Office Box 1987
Ocala, Florida 34478-1987

PURCHASE
REQUISITION NO. 85293

Requesting Office: FLEET SERVICES	**Requested By:** Jamie Nelson
Vendor: EFFICIENT AUTO BODY INC 10857 SW 91ST AVE OCALA, FL 34481	**Reason for Request:** REPAIRS TO VEH 51665 DEPT 2010 INV 686061 ACC TR # 2603100103

Date of Requisition	Date Needed	Purchase Order #	Requisition Total
4/23/2026	4/23/2026		$2,799.92

Item #	Qty	U/M	Description	Unit Price	Amount
1	1.00	EACH	PARTS	1,401.920	1,401.92
2	10.00	EACH	BODY LABOR	60.000	600.00
3	7.60	EACH	PAINT LABOR	60.000	456.00
4	7.60	EACH	PAINT SUPPLIES	45.000	342.00
			Account Codes / **Distribution Amounts**	**Total Requested**	**$2,799.92**
			000-0000-000 000000.000 2799.92	Ded - $2500.00	299.92

APPROVALS	

EFFICIENT AUTO BODY INC.
10857 SW 91 AVENUE
Ocala, FL 34481

Fax: # 352-624-0091

Invoice

Date	Invoice #
04-14-2026	686061

Bill To
Marion County Sheriff's Office
692 NW 30th Ave
Ocala FL 34475

Email	P.O. No.	Terms
Efficientabinc3@aol.com		

Quantity	Description	Rate	Amount
1	VIN # 1FM5K8ABXMGB46090		
2	VEH #51665		
3	Parts		$1,401.92
4	Body Labor	$60.00	$600.00
5	Paint Labor	$60.00	$456.00
6	Paint Supplies	$45.00	$342.00
	Accident Transaction # 2603100103		$2,799.92

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

DESCRIPTION Accident

QUANTITY 1 CONDITION good

DATE 4-13-26 SIGNATURE

D 2010 5723
W 98629
V 51665

Subtotal	$2,799.92
Sales Tax(7.0%)	
Total Cost Rep	$2,799.92
Deductible	
Net Cost of Rep	$2,799.92
BALANCE DUE	$2,799.92

EFFICIENT AUTO BODY

10857 S W 91ST AVE, OCALA, FL 34481
Phone: (352) 624-0037

Workfile ID: 1ccc8dc3
Federal ID: 205482966

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF'S OFFICE **Job Number:**

Insured:	MARION COUNTY, SHERIFF'S OFFICE	Policy #:	Claim #:
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:			

Owner:
MARION COUNTY, SHERIFF'S OFFICE
(352) 731-8181 Business

Inspection Location:
EFFICIENT AUTO BODY
10857 S W 91ST AVE
OCALA, FL 34481
Repair Facility
(352) 624-0037 Business

Insurance Company:

VEHICLE

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

VIN:	1FM5K8ABXMGB46090	Interior Color:	Mileage In:	Vehicle Out:
License:		Exterior Color:	Mileage Out:	
State:		Production Date:	Condition:	Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Privacy Glass
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps
SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
OTHER
Rear Spoiler
California Emissions
TRUCK
Trailer Hitch
Trailering Package

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF'S OFFICE **Job Number:**

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT BUMPER**							
2			O/H front bumper				4.5	
3		Repl	Bumper cover w/o auto park	LB5Z17D957SCPTM	1	648.74	Incl.	2.4
4			Add for Clear Coat					1.0
5		Repl	Lower cover INTERCEPTOR	LB5Z17D957AB	1	305.66	Incl.	
6		Repl	Tow eye cap w/o ST	LB5Z17E811AB	1	27.52	Incl.	
7	**RADIATOR SUPPORT**							
8	**	Repl	A/M Radiator support w/o active shutter	L1MZ16138N	1	420.00	3.5	
9	**HOOD**							
10	*	Rpr	Hood (ALU)				2.0	3.0
11			Add for Clear Coat					1.2
open	#		VEH. # 51665		1			
				SUBTOTALS		**1,401.92**	**10.0**	**7.6**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				1,401.92
Body Labor	10.0 hrs	@	$ 60.00 /hr	600.00
Paint Labor	7.6 hrs	@	$ 60.00 /hr	456.00
Paint Supplies	7.6 hrs	@	$ 45.00 /hr	342.00
Subtotal				2,799.92
Grand Total				**2,799.92**

IN BUSINESS SINCE '06
STATE LICENSE # MV61573

THANK YOU FOR LETTING US SERVE YOU

PRICES ARE SUBJECT TO CHANGE AFTER 3 MONTHS

RECEIVED
5·11·26 AD

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

May 5, 2026

VIA USPS MAIL

Marion County Sheriff's Office
P.O Box 1987
Ocala, FL 34478

Re:	Our File No.:	EV2026098001	- Windshield
	Unit.:	56134	Jonathan Coleman # 6064
	Our File No.:	EV2026097977	Veh · 56134 2025 Ford Int. SUV
	Unit.:	31959	Dept # 2010
	Our File No.:	EV2026097975	Date 4.24.26
	Unit.:	51664	
	Our File No.:	EV2026097974	
	Unit.:	51667	
	Our File No.:	EV2026097973	
	Unit.:	53594	
	Our File No.:	EV2026097968	
	Unit.:	53597	

Greetings,

This letter confirms that we are issuing a check to the Marion County Sheriff's Office as full and final payment for the windshield claims associated with EV2026098001, EV2026097977, EV2026097975, EV2026097974, EV2026097973, and EV2026097968. With this payment, the total windshield claims amount of $2,525 is considered fully resolved, and our file is closed

In addition, payment for EV2026097954 is included with this check.

If you have any questions or need additional documentation, please feel free to contact us.

Sincerely,

Ken J. Sparkman
Liability Claims Paralegal

Enclosures: 1 check

2090 Summit Lake Drive * Tallahassee, Florida 32317

Office: 850-320-6880 * *Fax:* 850-320-6939 * *Toll-Free:* 866-345-3688 * www.FSRMF.org

8266

Accurate Auto Glass LLC

9611 sw 155th st
Dunnellon Fl 34432
Florida Registration # MV-65212

352-245-4200
Fax: 352-302-2382

INVOICE DATE 4/24/26

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

DESCRIPTION windshield
QUANTITY 1 CONDITION good
DATE 4/24/26 SIGNATURE

BILL TO
Name: Marion County Sheriff
Address:
City & State:
Zip Code:
Phone no.'s: (H)

SHIP TO
Name:
Address:
City & State:
Zip Code:
Phone:

AGENT	POLICY #	P.O. / CLAIM #	AUTHORIZED BY AGENT
		532060	

VEHICLE INFORMATION

YEAR	MAKE	MODEL	VEHICLE I.D. #	TAG #	DATE OF LOSS
2025	Ford	Explorer			

Qty.	Inventory #	Description	List Price	Net Price	Amount
		(1) Windshield replace			600.00
	D 2010				
	W98699				
	V56134				

LOCATION OF VEHICLE / COMMENTS

4-24-26 4300 blk NE 7th St Rock flew up cracking windshield

Labor	
Sealants / Kit	
Moldings	
Other	
Misc. Materials & Supplies	
SUB TOTAL	
Sales Tax	
Sub Total Before Deductible	
Less Customer Deductible	
TOTAL	600.00

PLEASE READ CAREFULLY,CHECK ONE OF THE STATEMENTS BELOW, AND SIGN
I understand that under state law I am entitled to a written estimate if my final bill will exceed $150

_____ I request a written estimate
_____ I do not request a written estimate as long as the repair cost do not ecceed $_____
The shop may not exceed this amount without my written or oral approval
_____ I do not request a written estaimate

Signed_____ Date_____

CONSISTANT WITH FLORIDA MOTOR VEHICLE REPAIR ACT. F.S. 559.901,559.9221, I HEREBY ACKNOWLEDGE RECEIPT OF WRITTEN ESTIMATE

ESTIMATE $_____

I WILL NOT ACCEPT WINDSHIELD REPAIR HAVING BEEN GIVEN THE ALTERNATIVE AND HAVING SEEN IT'S EFFECT.

x_____

☐CASH ☐CHECK ☐CREDIT CARD

HAT / UNIT NO.	MILEAGE	INSTALLER'S NAME
5820		

Please Pay to Accurate Auto Glass →

FULL SETTLEMENT OF ALL LOSS UNDER YOUR POLICY DESCRIBED ABOVE AND UPON SUCH PAYMENT BEING MADE, ALL CLAIM (AND DEMAND) FOR LOSS AND DAMAGE DESCRIBED ABOVE SHALL BE THEREBY FOREVER DISCHARGED. IF FOR REASONS NOW UNKNOWN, MY POLICY DOES NOT COVER THIS CLAIM, I AGREE TO PAY THE FIRM LISTED ABOVE FOR THE REPAIRS

CUSTOMER SIGNATURE (X) 5705 DATE INSTALLED 4-27-26

There will be a finance charge calculated at 1% per month on any outstanding balance carried from this invoice in excess of 30 days. In the event it becomes necessary for Accurate Auto Glass to institute any legal action for the collection of sums due under this invoice, then the purchaser agrees to pay all costs including all reasonable attorney fees incurred.

RECEIVED
5·11·26 AB

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

May 5, 2026

VIA USPS MAIL

Marion County Sheriff's Office
P.O Box 1987
Ocala, FL 34478

Re:	Our File No.:	EV2026098001
	Unit.:	56134
	Our File No.:	EV2026097977 ~ Windshield
	Unit.:	31959 Spare Patrol
	Our File No.:	EV2026097975 Veh- 31959 2015 Ford Int. SUV
	Unit.:	51664
	Our File No.:	EV2026097974 Dept # 2010
	Unit.:	51667 Date # 4·26·26
	Our File No.:	EV2026097973
	Unit.:	53594
	Our File No.:	EV2026097968
	Unit.:	53597

Greetings,

This letter confirms that we are issuing a check to the Marion County Sheriff's Office as full and final payment for the windshield claims associated with EV2026098001, EV2026097977, EV2026097975, EV2026097974, EV2026097973, and EV2026097968. With this payment, the total windshield claims amount of $2,525 is considered fully resolved, and our file is closed

In addition, payment for EV2026097954 is included with this check.

If you have any questions or need additional documentation, please feel free to contact us.

Sincerely,

Ken J. Sparkman
Liability Claims Paralegal

Enclosures: 1 check

2090 Summit Lake Drive * Tallahassee, Florida 32317
Office: 850-320-6880 * *Fax:* 850-320-6939 * *Toll-Free:* 866-345-3688 * www.FSRMF.org

8265

Accurate Auto Glass LLC

611 sw 155th st
unnellon Fl 34432
lorida Registration # MV-65212

352-245-4200
Fax: 352-[illegible]

HAVE COMPARED THE GOODS, INVOICE, DATE
THIS DOCUMENT AND NOTE THE
FOLLOWING TO BE ACCEPTABLE

BILL TO
Name: Marion County Sheriff
Address:
City & State:
Zip Code:
Phone no.'s: (H)

INSURED
Name:
Address:
City & State:
Zip Code:
Phone no.'s:

DESCRIPTION Windshield
QUANTITY 1 CONDITION good
DATE 4-22-16 SIGNATURE [signature] 5225

AGENT	POLICY #	P.O. / CLAIM #	AUTHORIZED BY AGENT
		532060	

VEHICLE INFORMATION

YEAR	MAKE	MODEL	VEHICLE I.D. #	TAG #	DATE OF LOSS
2015	Ford	Explorer			

Qty.	Inventory #	Description	List Price	Net Price	Amount
		Windshield Replace			257 00
1	D 2010				
1	W 98684				
1	V 31959				

LOCATION OF VEHICLE / COMMENTS
while Driving on CR 476 A Rock Flew up from a Passing Truck striking windshield and causing it to crack

Labor	
Sealants / Kit	
Moldings	
Other	
Misc. Materials & Supplies	
SUB TOTAL	
Sales Tax	
Sub Total Before Deductible	
Less Customer Deductible	
TOTAL	357 00

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN
understand that under state law I am entitled to a written estimate if my final bill will exceed
150
____ I request a written estimate
____ I do not request a written estimate as long as the repair cost do not ecceed $_____
he shop may not exceed this amount without my written or oral approval
____ I do not request a written estaimate

gned_____ Date_____

CONSISTANT WITH FLORIDA MOTOR VEHICLE REPAIR ACT. F.S. 559.901.559.9221, I HEREBY ACKNOWLEDGE RECEIPT OF WRITTEN ESTIMATE

ESTIMATE $_____

I WILL NOT ACCEPT WINDSHIELD REPAIR HAVING BEEN GIVEN THE ALTERNATIVE AND HAVING SEEN IT'S EFFECT.

x_____

☐CASH ☐CHECK ☐CREDIT CARD

HAT / UNIT NO.	MILEAGE	INSTALLER'S NAME
31959		

Please Pay to **Accurate Auto Glass** →

FULL SETTLEMENT OF ALL LOSS UNDER YOUR POLICY DESCRIBED ABOVE AND UPON SUCH PAYMENT BEING MADE, ALL CLAIM (AND DEMAND) FOR LOSS AND DAMAGE DESCRIBED ABOVE SHALL BE THEREBY FOREVER DISCHARGED. IF FOR REASONS NOW UNKNOWN, MY POLICY DOES NOT COVER THIS CLAIM, I AGREE TO PAY THE FIRM LISTED ABOVE FOR THE REPAIRS

CUSTOMER SIGNATURE (X) [signature] 5225

DATE INSTALLED 4/22/16

There will be a finance charge calculated at 1% per month on any outstanding balance carried from this invoice in excess of 30 days. In the event it becomes necessary for Accurate Auto Glass to institute any legal action for the collection of sums due under this invoice, then the purchaser agrees to pay all costs including all reasonable attorney fees incurred.

RECEIVED
5·11·26 AB

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

May 5, 2026

VIA USPS MAIL

Marion County Sheriff's Office
P.O Box 1987
Ocala, FL 34478

Re:	Our File No.:	EV2026098001
	Unit.:	56134
	Our File No.:	EV2026097977
	Unit.:	31959
	Our File No.:	EV2026097975
	Unit.:	51664
	Our File No.:	EV2026097974
	Unit.:	51667
	Our File No.:	EV2026097973
	Unit.:	53594
	Our File No.:	EV2026097968
	Unit.:	53597

- Windshield
M. Qubaisy #6680
Veh - 51664 2021 Ford Int. SUV
Dept # 2010
Date 4.20.26

Greetings,

This letter confirms that we are issuing a check to the Marion County Sheriff's Office as full and final payment for the windshield claims associated with EV2026098001, EV2026097977, EV2026097975, EV2026097974, EV2026097973, and EV2026097968. With this payment, the total windshield claims amount of $2,525 is considered fully resolved, and our file is closed

In addition, payment for EV2026097954 is included with this check.

If you have any questions or need additional documentation, please feel free to contact us.

Sincerely,

Ken J. Sparkman
Liability Claims Paralegal

Enclosures: 1 check

2090 Summit Lake Drive * Tallahassee, Florida 32317
Office: 850-320-6880 * *Fax:* 850-320-6939 * *Toll-Free:* 866-345-3688 * www.FSRMF.org

8259

Accurate Auto Glass LLC

9611 sw 155th st
Dunnellon Fl 34432
Florida Registration # MV-65212

352-245-4200
Fax: 352-307-4396

INVOICE DATE 4-24-26

BILL TO
Name: Marion County Sheriff
Address:
City & State:
Zip Code:
Phone no.'s: (H)

INSURED
Name: TO THE DOCUMENT AND NOTE THE
Address: FOLLOWING TO BE ACCEPTABLE
City & State:
Zip Code: DESCRIPTION windshield
Phone no.'s: (H) QUANTITY 1 CONDITION good
DATE 4/24/26 SIGNATURE AUTHORIZED BY AGENT
Poff532060

AGENT	POLICY #

VEHICLE INFORMATION

YEAR	MAKE	MODEL	VEHICLE I.D. #	TAG #	DATE OF LOSS
2022	Ford	Explorer			

Qty.	Inventory #	Description	List Price	Net Price	Amount
		(w) Windshield Replace			350 00
	D 2010				
	W 98665				
	V 51664				

LOCATION OF VEHICLE / COMMENTS

while Driving Rock flew up struck Front Drivers side windshield causing a crack

Labor	
Sealants / Kit	
Moldings	
Other	
Misc. Materials & Supplies	
SUB TOTAL	

PLEASE READ CAREFULLY,CHECK ONE OF THE STATEMENTS BELOW, AND SIGN
I understand that under state law I am entitled to a written estimate if my final bill will exceed $150

_____ I request a written estimate
_____ I do not request a written estimate as long as the repair cost do not ecceed $_____
The shop may not exceed this amount without my written or oral approval
_____ I do not request a written estaimate

Signed_____ Date_____

CONSISTANT WITH FLORIDA MOTOR VEHICLE REPAIR ACT, F.S. 559.901.559.9221, I HEREBY ACKNOWLEDGE RECEIPT OF WRITTEN ESTIMATE

ESTIMATE $_____

I WILL NOT ACCEPT WINDSHIELD REPAIR HAVING BEEN GIVEN THE ALTERNATIVE AND HAVING SEEN IT'S EFFECT. X_____	☐CASH ☐CHECK ☐CREDIT CARD	HAT / UNIT NO. 51664	MILEAGE	INSTALLER'S NAME	

Sales Tax	
Sub Total Before Deductible	
Less Customer Deductible	
TOTAL	350 00

Please Pay to **Accurate Auto Glass**→

FULL SETTLEMENT OF ALL LOSS UNDER YOUR POLICY DESCRIBED ABOVE AND UPON SUCH PAYMENT BEING MADE. ALL CLAIM (AND DEMAND) FOR LOSS AND DAMAGE DESCRIBED ABOVE SHALL BE THEREBY FOREVER DISCHARGED. IF FOR REASONS NOW UNKNOWN, MY POLICY DOES NOT COVER THIS CLAIM, I AGREE TO PAY THE FIRM LISTED ABOVE FOR THE REPAIRS

There will be a finance charge calculated at 1% per month on any outstanding balance carried from this invoice in excess of 30 days. In the event it becomes necessary for Accurate Auto Glass to institute any legal action for the collection of sums due under this invoice, then the purchaser agrees to pay all costs including all reasonable attorney fees incurred.

CUSTOMER SIGNATURE (X)

DATE INSTALLED

RECEIVED
5·11·26 SB

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

May 5, 2026

VIA USPS MAIL

Marion County Sheriff's Office
P.O Box 1987
Ocala, FL 34478

Re:	Our File No.:	EV2026098001
	Unit.:	56134
	Our File No.:	EV2026097977
	Unit.:	31959
	Our File No.:	EV2026097975
	Unit.:	51664
	Our File No.:	EV2026097974
	Unit.:	51667
	Our File No.:	EV2026097973
	Unit.:	53594
	Our File No.:	EV2026097968
	Unit.:	53597

- Windshield
Victoria Hammons #6902
Veh - 51667 2021 Ford Int. SUV
Dept - 2010
Date - 4·20·26

Greetings,

This letter confirms that we are issuing a check to the Marion County Sheriff's Office as full and final payment for the windshield claims associated with EV2026098001, EV2026097977, EV2026097975, EV2026097974, EV2026097973, and EV2026097968. With this payment, the total windshield claims amount of $2,525 is considered fully resolved, and our file is closed

In addition, payment for EV2026097954 is included with this check.

If you have any questions or need additional documentation, please feel free to contact us.

Sincerely,

Ken J. Sparkman
Liability Claims Paralegal

Enclosures: 1 check

2090 Summit Lake Drive • Tallahassee, Florida 32317
Office: 850-320-6880 • *Fax:* 850-320-6939 • *Toll-Free:* 866-345-3688 • www.FSRMF.org

8254

Accurate Auto Glass LLC

9611 sw 155th st
Dunnellon Fl 34432
Florida Registration # MV-65212

352-245-4200
Fax: 352-307-4396

INVOICE DATE 4-30-26

BILL TO
Name: Marion County Sheriff
Address:
City & State:
Zip Code:
Phone no.'s: (H)

INSURED
Name:
Address:
City & State:
Zip Code:
Phone no.'s: (H)

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

DESCRIPTION Windshield
QUANTITY 1 CONDITION good

AGENT	POLICY #	DATE P.O. / CLAIM #	SIGNATURE AUTHORIZED BY AGENT
		4/28/26	

VEHICLE INFORMATION

YEAR	MAKE	MODEL	VEHICLE I.D. #	TAG #	DATE OF LOSS
2021	Ford	Explorer			

Qty.	Inventory #	Description	List Price	Net Price	Amount
1		Windshield Replace.			392 00
	D 2010				
	W 98603	Part 532060			
	V 51667				

LOCATION OF VEHICLE / COMMENTS
Found crack while in for Inspection
Looks like store Strike

Labor	
Sealants / Kit	
Moldings	
Other	
Misc. Materials & Supplies	
SUB TOTAL	
Sales Tax	
Sub Total Before Deductible	
Less Customer Deductible	
TOTAL	392 00

PLEASE READ CAREFULLY,CHECK ONE OF THE STATEMENTS BELOW, AND SIGN
I understand that under state law I am entitled to a written estimate if my final bill will exceed $150
_____ I request a written estimate
_____ I do not request a written estimate as long as the repair cost do not eceed $_____
The shop may not exceed this amount without my written or oral approval
_____ I do not request a written estaimate

Signed_____ Date_____

CONSISTANT WITH FLORIDA MOTOR VEHICLE REPAIR ACT, F.S. 559.901-559.9221, I HEREBY ACKNOWLEDGE RECEIPT OF WRITTEN ESTIMATE

ESTIMATE $_____

I WILL NOT ACCEPT WINDSHIELD REPAIR HAVING BEEN GIVEN THE ALTERNATIVE AND HAVING SEEN IT'S EFFECT.
X_____

☐CASH ☐CHECK ☐CREDIT CARD

HAT / UNIT NO.	MILEAGE	INSTALLER'S NAME
51667		

Please Pay to **Accurate Auto Glass** →

FULL SETTLEMENT OF ALL LOSS UNDER YOUR POLICY DESCRIBED ABOVE AND UPON SUCH PAYMENT BEING MADE, ALL CLAIM (AND DEMAND) FOR LOSS AND DAMAGE DESCRIBED ABOVE SHALL BE THEREBY FOREVER DISCHARGED. IF FOR REASONS NOW UNKNOWN, MY POLICY DOES NOT COVER THIS CLAIM, I AGREE TO PAY THE FIRM LISTED ABOVE FOR THE REPAIRS

CUSTOMER SIGNATURE (X) [signature] DATE INSTALLED 4/30/26

There will be a finance charge calculated at 1% per month on any outstanding balance carried from this invoice in excess of 30 days. In the event it becomes necessary for Accurate Auto Glass to institute any legal action for the collection of sums due under this invoice, then the purchaser agrees to pay all costs including all reasonable attorney fees incurred.

RECEIVED
5·11·26 AD

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 — *Protecting Those Who Protect Us*

May 5, 2026

VIA USPS MAIL

Marion County Sheriff's Office
P.O Box 1987
Ocala, FL 34478

Re:	Our File No.:	EV2026098001
	Unit.:	56134
	Our File No.:	EV2026097977
	Unit.:	31959
	Our File No.:	EV2026097975
	Unit.:	51664
	Our File No.:	EV2026097974
	Unit.:	51667
	Our File No.:	EV2026097973 - Windshield
	Unit.:	53594 Unassigned
	Our File No.:	EV2026097968 Veh - 53594 2022 Ford Int SUV
	Unit.:	53597 Dept - 2010
		Date - 4·21·26

Greetings,

This letter confirms that we are issuing a check to the Marion County Sheriff's Office as full and final payment for the windshield claims associated with EV2026098001, EV2026097977, EV2026097975, EV2026097974, EV2026097973, and EV2026097968. With this payment, the total windshield claims amount of $2,525 is considered fully resolved, and our file is closed

In addition, payment for EV2026097954 is included with this check.

If you have any questions or need additional documentation, please feel free to contact us.

Sincerely,

Ken J. Sparkman
Liability Claims Paralegal

Enclosures: 1 check

2090 Summit Lake Drive • Tallahassee, Florida 32317
Office: 850-320-6880 • *Fax:* 850-320-6939 • *Toll-Free:* 866-345-3688 • www.FSRMF.org

8258

Accurate Auto Glass LLC

9611 sw 155th st
Dunnellon Fl 34432
Florida Registration # MV-65212

352-245-4200
Fax: 352-867-0086

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

INVOICE DATE 4-21-26

BILL TO
Name: Marion County Sheriff
Address:
City & State:
Zip Code:
Phone no.'s: (H)

INSURED
Name:
Address:
City & State:
Zip Code:
Phone no.'s: (H)

DESCRIPTION windshield
QUANTITY 1 CONDITION good
DATE 4/14/26 SIGNATURE 5715

AGENT	POLICY #	P.O. / CLAIM #	AUTHORIZED BY AGENT
		532060	

VEHICLE INFORMATION

YEAR	MAKE	MODEL	VEHICLE I.D. #	TAG #	DATE OF LOSS
2020	Ford	Explorer			

Qty.	Inventory #	Description	List Price	Net Price	Amount
		Windshield Replace			397 00
1	D 2010				
1	W 98661				
1	V 53594				

LOCATION OF VEHICLE / COMMENTS
Found crack whik in for inspection
Looks like Stone strike

Labor	
Sealants / Kit	
Moldings	
Other	
Misc. Materials & Supplies	
SUB TOTAL	
Sales Tax	
Sub Total Before Deductible	
Less Customer Deductible	
TOTAL	397 00

PLEASE READ CAREFULLY,CHECK ONE OF THE STATEMENTS BELOW, AND SIGN
I understand that under state law I am entitled to a written estimate if my final bill will exceed $150
_____ I request a written estimate
_____ I do not request a written estimate as long as the repair cost do not ecceed $_____
The shop may not exceed this amount without my written or oral approval
_____ I do not request a written estaimate

Signed_____ Date_____

CONSISTANT WITH FLORIDA MOTOR VEHICLE REPAIR ACT, F.S. 559.901,559.9221, I HEREBY ACKNOWLEDGE RECEIPT OF WRITTEN ESTIMATE

ESTIMATE $_____

I WILL NOT ACCEPT WINDSHIELD REPAIR HAVING BEEN GIVEN THE ALTERNATIVE AND HAVING SEEN IT'S EFFECT.
X_____

☐CASH ☐CHECK ☐CREDIT CARD

HAT / UNIT NO.	MILEAGE	INSTALLER'S NAME
V53594		

Please Pay to **Accurate Auto Glass** →

FULL SETTLEMENT OF ALL LOSS UNDER YOUR POLICY DESCRIBED ABOVE AND UPON SUCH PAYMENT BEING MADE. ALL CLAIM (AND DEMAND) FOR LOSS AND DAMAGE DESCRIBED ABOVE SHALL BE THEREBY FOREVER DISCHARGED. IF FOR REASONS NOW UNKNOWN, MY POLICY DOES NOT COVER THIS CLAIM, I AGREE TO PAY THE FIRM LISTED ABOVE FOR THE REPAIRS

CUSTOMER SIGNATURE (X)

DATE INSTALLED

There will be a finance charge calculated at 1% per month on any outstanding balance carried from this invoice in excess of 30 days. In the event it becomes necessary for Accurate Auto Glass to institute any legal action for the collection of sums due under this invoice, then the purchaser agrees to pay all costs including all reasonable attorney fees incurred.

FLORIDA SHERIFFS RISK MANAGEMENT FUND
Established 1978 Protecting Those Who Protect Us

RECEIVED
5·11·26 SB

May 5, 2026

VIA USPS MAIL

Marion County Sheriff's Office
P.O Box 1987
Ocala, FL 34478

Re:

Our File No.:	EV2026098001
Unit.:	56134
Our File No.:	EV2026097977
Unit.:	31959
Our File No.:	EV2026097975
Unit.:	51664
Our File No.:	EV2026097974
Unit.:	51667
Our File No.:	EV2026097973
Unit.:	53594
Our File No.:	EV2026097968
Unit.:	53597

Windshield
Shawn McCartney #6631
Veh- 53597 2020 Ford Int SUV
Dept - 2010
Date - 4·20·26

Greetings,

This letter confirms that we are issuing a check to the Marion County Sheriff's Office as full and final payment for the windshield claims associated with EV2026098001, EV2026097977, EV2026097975, EV2026097974, EV2026097973, and EV2026097968. With this payment, the total windshield claims amount of $2,525 is considered fully resolved, and our file is closed

In addition, payment for EV2026097954 is included with this check.

If you have any questions or need additional documentation, please feel free to contact us.

Sincerely,

Ken J. Sparkman
Liability Claims Paralegal

Enclosures: 1 check

2090 Summit Lake Drive * Tallahassee, Florida 32317
Office: 850-320-6880 * Fax: 850-320-6939 * Toll-Free: 866-345-3688 * www.FSRMF.org

8264

Accurate Auto Glass LLC

611 sw 155th st
Dunnellon Fl 34432
Florida Registration # MV-65212

352-245-4200
Fax: 352-307-4396

INVOICE DATE

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

BILL TO
Name: Marion County Sheriff FT
Address:
City & State:
Zip Code:
Phone no.'s: (H)

INSURED
Name:
Address:
City & State:
Zip Code:
Phone no.'s:

DESCRIPTION windshield
QUANTITY 1 CONDITION good
DATE 4/22/26 SIGNATURE AUTHORIZED 5715

AGENT	POLICY #	
		$32060

VEHICLE INFORMATION

YEAR	MAKE	MODEL	VEHICLE I.D. #	TAG #	DATE OF LOSS
2018	Ford	Explorer			

Qty.	Inventory #	Description	List Price	Net Price	Amount
		L Windshield Explorer			32060
	D 2010				
	W98685				
	V53597				

LOCATION OF VEHICLE / COMMENTS

like Driving Hwy 225 on 4-2026 rock
up from vehicle in front striking window
sing it to crack

Labor	
Sealants / Kit	
Moldings	
Other	
Misc. Materials & Supplies	
SUB TOTAL	
Sales Tax	
Sub Total Before Deductible	
Less Customer Deductible	
TOTAL	

EASE READ CAREFULLY,CHECK ONE OF THE STATEMENTS BELOW, AND SIGN
nderstand that under state law I am entitled to a written estimate if my final bill will exceed
50
___ I request a written estimate
___ I do not request a written estimate as long as the repair cost do not ecceed $_____
e shop may not exceed this amount without my written or oral approval
___ I do not request a written estaimate

ned_____ Date_____

CONSISTANT WITH FLORIDA MOTOR VEHICLE REPAIR ACT. F.S. 559.901,559.9221, I HEREBY ACKNOWLEDGE RECEIPT OF WRITTEN ESTIMATE

ESTIMATE
$_____

VILL NOT ACCEPT WINDSHIELD REPAIR AVING BEEN GIVEN THE ALTERNATIVE ND HAVING SEEN IT'S EFFECT.

☐CASH ☐CHECK ☐CREDIT CARD

HAT / UNIT NO. 53597

MILEAGE

INSTALLER'S NAME

Please Pay to **Accurate Auto Glass** →

ULL SETTLEMENT OF ALL LOSS UNDER YOUR POLICY DESCRIBED ABOVE AND UPON SUCH AYMENT BEING MADE, ALL CLAIM (AND DEMAND) FOR LOSS AND DAMAGE DESCRIBED ABOVE HALL BE THEREBY FOREVER DISCHARGED. IF FOR REASONS NOW UNKNOWN, MY POLICY OES NOT COVER THIS CLAIM, I AGREE TO PAY THE FIRM LISTED ABOVE FOR THE REPAIRS

JSTOMER GNATURE (X) [signature] 225

DATE INSTALLED 4/22/26

There will be a finance charge calculated at 1% per month on any outstanding balance carried from this invoice in excess of 30 days. In the event it becomes necessary for Accurate Auto Glass to institute any legal action for the collection of sums due under this invoice, then the purchaser agrees to pay all costs including all reasonable attorney fees incurred.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23105 **Agenda Date:** 6/2/2026 **Agenda No.:** 5.1.7.

SUBJECT:
MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $550

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff's Office

DESCRIPTION/BACKGROUND:
The purpose of this request is to add funds from the Florida Sheriff's Association Teen Drivers Challenge Program to the MSTU Budget. These funds will be reimbursed to the Marion County Board of County Commissioners as they are received.

BUDGET/IMPACT:
Increase MSTU for Law Enforcement appropriation by $550.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 366056	SHERIFF PATROL CID - TR TEEN DRIVERS CHALLENGE	$550
		$550

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	$550
		$550

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of June, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

05/18/2026
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	366056	SHERIFF PATROL CID - TR TEEN DRIVERS CHALLENGE	$ 550
		TOTAL	$ 550

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	$ 550
		TOTAL	$ 550

PURPOSE OF REQUEST:

The purpose of this request is to add funds from the Florida Sheriff's Association Teen Drivers Challenge Program to the MSTU Budget. These funds will be reimbursed to the BOCC as they are received.

Budget amendment requests must be received in the Budget Office before 10:00 A.M. on the Monday preceding regularly scheduled Tuesday meetings of the Board of County Commissioners. Deadlines may be shortened due to the holidays or other scheduling conflicts.

Sheriff Office Reference Number :	MSTU #25

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23102 **Agenda Date:** 6/2/2026 **Agenda No.:** 5.2.1.

SUBJECT:
Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 029192, 029550, 036058, 037083, 038837A, 039497, 039499, 043985, 044535, 50744, 052141, 53885, 54086, 54160, 54550, 54855, 243800, and IT 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: Fire Rescue Date: 05/06/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
029192	Fire Rescue	1M2B112CXBA001538

Description	Year Aquired
1981 MACK 6X6-CARGO-2.5 (TANK-15)	1996

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: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Joe Rinaudo Digitally signed by Joe Rinaudo Date: 2026.05.06 13:03:06 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.08 06:48:26 -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: OCE Date: 05/01/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
029550	Fleet	1FDXF80C9VVA07136

Description	Year Aquired
1997 FORD F-800HD CHIPPER (CT-2)	1996

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: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jared Peltz Digitally signed by Jared Peltz Date: 2026.05.06 14:16:38 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.08 13:10:58 -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: OCE Date: 05/01/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
036058	Fleet	1M2AG11C13M003092

Description	Year Aquired
2003 MACK GRANITE 426 CV713 (GR-4)	2002

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: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jared Peltz Digitally signed by Jared Peltz Date: 2026.05.06 14:38:39 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.08 13:04:28 -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: OCE Date: 05/01/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
037083	Fleet	3FRXF75K14V615348

Description	Year Aquired
2004 FORD F-750 SUPER DUTY 4X2 W/ CHIPPER BODY (CT-4)	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: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jared Peltz Digitally signed by Jared Peltz Date: 2026.05.06 14:15:51 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.08 13:11:17 -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: Public Safety Communicatior Date: 05/11/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
038837A	Public Safety - FRD05	1GNEK13TK6R137194

Description	Year Aquired
2006 Chevy Tahoe (SUV-30)	2006

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: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Lisa Cahill Digitally signed by Lisa Cahill Date: 2026.05.11 16:20:09 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.12 06:54:24 -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: OCE Date: 05/01/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
039497	Fleet	1FDUF4GT7KDA20888

Description	Year Aquired
2007 STERLING LT8500 TANDEM DUMP TRUCK (TD-16)	2007

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: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jared Peltz Digitally signed by Jared Peltz Date: 2026.05.06 14:41:24 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.08 13:03:57 -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: OCE Date: 05/01/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
039499	Fleet	2FZHAWDA37AX57885

Description	Year Aquired
2007 STERLING LT8500 TANDEM DUMP TRUCK (TD-17)	2006

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Total Loss

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jared Peltz Digitally signed by Jared Peltz Date: 2026.05.06 14:17:46 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.08 13:10:37 -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: OCE Date: 05/06/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
043985	OCE	1GCHK43K69F146883

Description	Year Aquired
(P-183) Chevrolet 2500 4x4	2009

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: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jared Peltz Digitally signed by Jared Peltz Date: 2026.05.06 14:28:17 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.08 13:11:49 -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: OCE Date: 05/01/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
044535	Fleet	U033036

Description	Year Aquired
2009 CHALLENGER MT465B 4WD TIER III (T-43)	2009

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: Jared Peltz Digitally signed by Jared Peltz Date: 2026.05.06 14:55:00 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.08 13:02:40 -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: Fleet Management Date: 05/07/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
50744	BUILDING	2GNAXHEV2J6298795

Description	Year Aquired
SUV-50: 2018 CHEVY EQUINOX ($12,427.00)	

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☐ Disposal Reason:

Disposal Method: Disposal Location:

Transfer: ☑ Department Receiving Transfer: Parks and Recreation

Authorized Signature: Charles E Brown Digitally signed by Charles E Brown Date: 2026.05.08 10:35:14 -04'00'

Secondary Signature:

(If Applicable) Kelsey Mears Digitally signed by Kelsey Mears Date: 2026.05.12 15:01:16 -04'00'

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.20 07:56:58 -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: OCE Date: 05/01/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
052141	Fleet	1L06110MAJH903823

Description	Year Aquired
2018 JOHN-DEERE 6110M TRIM TRACTOR	2018

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: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jared Peltz Digitally signed by Jared Peltz Date: 2026.05.06 14:18:59 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.08 13:04:51 -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: Fleet Management Date: 05/07/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
53885	BUILDING	3GCPYAEH8LG327886

Description	Year Aquired
P-390 - 2020 CHEVY SILVERADO ($13,045.00)	

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☐ Disposal Reason:

Disposal Method: Disposal Location:

Transfer: ☑ Department Receiving Transfer: Extension Service

Authorized Signature: Charles E Brown Digitally signed by Charles E Brown Date: 2026.05.07 14:18:18 -04'00'

Secondary Signature:

(If Applicable) Sarah Teeling Digitally signed by Sarah Teeling Date: 2026.05.07 15:53:24 -04'00'

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.19 08:02:22 -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: Fleet Management Date: 05/07/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
54086	BUILDING	1GCRYAEH5MZ122620

Description	Year Aquired
P-394- 2021 CHEVY SILVERADO 1500 ($14,740.00)	

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☐ Disposal Reason:

Disposal Method: Disposal Location:

Transfer: ☑ Department Receiving Transfer: Facilities

Authorized Signature: Charles E Brown Digitally signed by Charles E Brown Date: 2026.05.07 14:21:38 -04'00'

Secondary Signature:

(If Applicable) Samantha Ritcher Digitally signed by Samantha Ritcher Date: 2026.05.08 11:24:51 -04'00'

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.19 08:02:52 -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: Fleet Management Date: 05/07/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
54160	BUILDING	1GCRYAEH2MZ143828

Description	Year Aquired
P-396 - 2021 CHEVY SILVERADO ($15,615.00)	

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☐ Disposal Reason:

Disposal Method: Disposal Location:

Transfer: ☑ Department Receiving Transfer: Parks and Recreation

Authorized Signature: Charles E Brown Digitally signed by Charles E Brown Date: 2026.05.08 10:36:28 -04'00'

Secondary Signature:

(If Applicable) Kelsey Mears Digitally signed by Kelsey Mears Date: 2026.05.12 15:01:01 -04'00'

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.20 07:57:37 -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: Fleet Management Date: 05/07/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
54550	BUILDING	1GTR9AEF9NZ116378

Description	Year Aquired
P-418 2022 GMC SIERRA ($17,415.00)	

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☐ Disposal Reason:

Disposal Method: Disposal Location:

Transfer: ☑ Department Receiving Transfer: Parks and Recreation

Authorized Signature: Charles E Brown Digitally signed by Charles E Brown Date: 2026.05.08 10:35:58 -04'00'

Secondary Signature:

(If Applicable) Kelsey Mears Digitally signed by Kelsey Mears Date: 2026.05.12 15:00:44 -04'00'

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.20 07:56:21 -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: 05/15/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
54855	INFORMATION TECHNOLOGY	1FMSK7BHPGA00702

Description	Year Aquired
2023 FORD EXPLORER (SUV 70)	2022

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☐ Disposal Reason:

Disposal Method: Disposal Location:

Transfer: ☑ Department Receiving Transfer: Administration

Authorized Signature: Vann, Michael Digitally signed by Vann, Michael Date: 2026.05.18 13:45:24 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.19 06:05:45 -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: OCE Date: 05/01/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
243800	Fleet	87V09748

Description	Year Aquired
1993 CAT 120G (MG-3)	1993

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: Send to Auction Disposal Location: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jared Peltz Digitally signed by Jared Peltz Date: 2026.05.06 14:45:14 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.05.08 13:03:32 -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: 05/12/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number

Description	Year Aquired
See attached Disposition List	

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Recycled Disposal Location: Delivered to IT

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Vann, Michael Digitally signed by Vann, Michael Date: 2026.05.12 15:38:58 -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.
052626	DP 20190495 GRANICUS STREAMING ENCODER	907563409	2018-2019
052627	DP 20190496 GRANICUS STREAMING ENCODER	907663577	2018-2019
047859	DP N/A HITACHI PROJECTOR CTX5022	F4L003412	2015
047858	DP N/A HITACHI PROJECTOR CTX5022	F4L003408	2015
043148	DP N/A SECURITY SYSTEM DVR & CAMERAS	9004889	2008
046246	DP N/A SECURITY CAMERA - PARTS ROOM	9004894	2013
52794	DP 20200041 SIERRA WIRELESS INMOTION BOX MG90	ND94070108011004	2019-2020
52826	DP 20200074 SIERRA WIRELESS INMOTION BOX MG90	ND94170177011004	2019-2020
050879	DP 20180217 SIERRA WIRELESS INMOTION BOX MG90	ND80120022011033	2017-2018
052368	DP 20190282 SIERRA WIRELESS INMOTION BOX MG90	ND84510355011035	2018-2019
52837	DP 20200085 SIERRA WIRELESS INMOTION BOX MG90	ND94170099011004	2019-2020
052370	DP 20190284 SIERRA WIRELESS INMOTION BOX MG90	ND84510405011035	2018-2019
052343	DP 20190257 SIERRA WIRELESS INMOTION BOX MG90	ND84510378011035	2018-2019
52814	DP 20200061 SIERRA WIRELESS INMOTION BOX MG90	ND94170038011004	2019-2020
052525	DP 20190299 SIERRA WIRELESS INMOTION BOX MG90	ND84510380011035	2018-2019
050741	DP 20180113 SIERRA WIRELESS INMOTION BOX MG90	ND80370023011033	2017-2018
052379	DP 20190293 SIERRA WIRELESS INMOTION BOX MG90	ND84510102011035	2018-2019
52797	DP 20200044 SIERRA WIRELESS INMOTION BOX MG90	ND94170077011004	2019-2020
045357	DP N/A MSI ALL-IN-ONE PC MS-AA53	B2S0124341	2011
045356	DP N/A MSI ALL-IN-ONE PC MS-AA53	B3S0124782	2011

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23118 **Agenda Date:** 6/2/2026 **Agenda No.:** 6.1.

SUBJECT:
PUBLIC HEARING to Consider an Ordinance Amending the Marion County Code, Creating Section 18-8, Entitled Nonconsensual Towing and Resolution Establishing Maximum Rates for Nonconsensual Towing Services and Storage of Vehicle and Vessels

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
On May 5, 2026, the Board held a Public Hearing to consider an ordinance to establish maximum rates to be charged for the towing of vehicles from or immobilization of vehicles, removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle. The public hearing was continued until June 2, 2026, to allow the Professional Wrecker Operators of Florida (PWOF) additional time to provide information and collaborate with County staff regarding the proposed rates.

The proposed ordinance would create a new section within the Marion County Code governing nonconsensual towing. The maximum allowable rates would be established by separate resolution, which will also be considered at the public hearing.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to Approve an Ordinance Amending the Marion County Code, Creating Section 18-8, Entitled Nonconsensual Towing and Approve the Resolution Establishing the Maximum Rates for Nonconsensual Towing and Trespass Towing.

Marion County
Board of County Commissioners

Office of the County Attorney

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2330
Fax: 352-438-2331

Proof of Publication

No.: 2026-0096

STATE OF FLORIDA
COUNTY OF MARION
PREPARED BY HEATHER FLYNN:

Before the undersigned authority personally appeared Heather Flynn, who on oath says that they are the Legal Services Manager of Marion County, Florida; that the attached copy of advertisement Notice Of Public Hearing By Marion County Board of County Commission to Consider Adoption of an Ordinance for Tuesday, May 5, 2026 was published on the publicly accessible website, MarionFL.org/LegalNotices, of Marion County, Florida on April 24, 2026.

Affiant further says that the website complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature: Heather M Flynn

Date: 04.24.26

☐ Business Impact Estimate published with the advertisement and attached.

THIS SECTION PREPARED BY NOTARY:

Sworn and Subscribed before me this 24th day of April, 2026, by Heather Flynn who is: personally known to me ✓ or who has produced _____ as identification.

Notary Public State of Florida
Wendy A. Nalborczyk
My Commission HH 654631
Expires 3/20/2029

Signature of Notary Public

Notary Public Stamp

ATTACH COPY FROM WEBSITE POSTING

Legal Notices

NOTICE OF PUBLIC HEARING BY MARION COUNTY BOARD OF COUNTY COMMISSION TO CONSIDER ADOPTION OF AN ORDINANCE

Post Date: 04/24/2026 8:00 AM

The Marion County Board of County Commissioners will hold a public hearing on **Tuesday, May 5, 2026, at 10:00 a.m.,** or as soon thereafter, as may be heard. The meeting will be held at the **McPherson Governmental Campus Auditorium, 601 SE 25th Avenue, Ocala, Florida**, to consider approval of and adoption of a proposed ordinance entitled:

> **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA; CREATING SECTION 18-8, MARION COUNTY CODE, ENTITLED NONCONSENSUAL TOWING AND TRESPASS TOWING FROM PRIVATE PROPERTY; ESTABLISHING MAXIMUM RATES FOR NONCONSENSUAL TOWING SERVICES AND STORAGE OF VEHICLES AND VESSELS; PROVIDING FOR A COMPLAINT RESOLUTION PROCESS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

The proposed Ordinance may be inspected by the public at the Marion County Attorney's Office, 601 SE 25th Avenue, Ocala, Florida, 34471, Telephone (352) 438-2330.

If reasonable accommodations are needed for persons with disabilities to participate in this meeting, please contact the ADA Coordinator/HR Director at least forty-eight (48) hours in advance at (352) 438-2345, so appropriate arrangements can be made.

All persons are advised that, if they decide to appeal a decision of the Board of County Commissioners of Marion County, Florida at this public hearing they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Effective October 1, 2023, a Florida legislative act relating to local ordinances, amending F.S.125.66(3)(a), requires a Business Impact Statement to be prepared by the governing body of a county before the enactment of a proposed ordinance in accordance with the provisions of F.S., the Business Impact Estimate (BIE) must be publish the County's website and must include certain information, such as a summary of the proposed ordinance, in ng a

statement of the public purpose, an estimate of the direct economic impact, and a good faith estimate of the number of businesses likely to be impacted, and any additional information the governing body determines may be useful. In accordance to F.S. 125.66(3)(a), a number of ordinances are exempt from complying with the business impact statement. Marion County's business impact estimates are posted on the Marion County website under Public Relations at: www.MarionFL.org/BIE. You can find the Business Impact Estimate for this particular notice **here**.

2026-0096

Return to full list >>

Marion County
Board of County Commissioners

Office of the County Attorney

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2330
Fax: 352-438-2331

Business Impact Estimate

In accordance with Section 125.66(3)(a), F.S., a Business Impact Estimate (BIE) is required to be: 1) prepared before enacting certain ordinances and 2) posted on Marion County Board of County Commissioners' website no later than the date the notice proposed enactment/notice of intent to consider the proposed ordinance, is advertised in the newspaper (which, per Section 125.66(2)(a), F.S., is ten (10) days before the Public Hearing).

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA; CREATING SECTION 18-8, MARION COUNTY CODE, ENTITLED NONCONSENSUAL TOWING AND TRESPASS TOWING FROM PRIVATE PROPERTY; ESTABLISHING MAXIMUM RATES FOR NONCONSENSUAL TOWING SERVICES AND STORAGE OF VEHICLES AND VESSELS; PROVIDING FOR A COMPLAINT RESOLUTION PROCESS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with Section 125.66(3)(a), *Florida Statutes*. If one or more boxes are checked below, this means that the Marion County Board of County Commissioners is of the view that a business impact estimate is not required by state law for the proposed ordinance.

Notwithstanding, Marion County is preparing this BIE to prevent an inadvertent procedural issue from impacting the enactment of this proposed Ordinance. Marion County reserves the right to revise this BIE following its initial posting and to discontinue providing this information for proposed ordinances believed to be exempt under state law.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

Consistent with the posting requirement set forth in Section 125.66(3)(a), F.S., the County hereby publishes the following BIE information for this proposed ordinance on its website for public viewing and consideration on this **24 day of April, 2026:** (Date being published)

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The proposed ordinance establishes a new section of the code for nonconsensual towing and trespass towing from private property. It sets the maximum tow rates that may be charged by businesses engaging in towing services across all classes, including maximum additional charges for use of specialized equipment. The ordinance also establishes a complaint resolution process. Whereas towing companies have substantial interaction with the public and play an important role in clearing the County's roadways of wrecked vehicles and debris, the proposed ordinance will promote the general economic welfare and safety of the people of Marion County.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in unincorporated Marion County, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;
There is no direct compliance cost for businesses. However, a reduction in the current maximum rates being utilized could have a negative financial impact on the towing companies. Reducing the maximum fees, however, would have a positive impact on the public, who pay such fees.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
There is no new charge or fee specifically imposed for which the tow companies will be financially responsible. However, there will be a cap to the amount that may be charged for towing services imposed by the proposed ordinance, which could result in a negative financial impact on the towing companies. Additionally, should the tow companies be in violation of the ordinance, there may be fines and fees associated with those violations.

(c) An estimate of Marion County regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
There are no new regulatory costs that will be incurred with the passage of this ordinance. However, there may be fees incurred due to violations of the ordinance, which could also generate revenue for the County. Those fees will be set by resolution later.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The estimated businesses that may be impacted by the proposed ordinance are approximately twenty-eight (28) companies currently involved in the towing industry. All other businesses would be affected in the same manner as a member of the public.

4. Additional information the governing body deems useful (if any):
Cities may adopt their own fee schedule for towing services in incorporated city limits, which would override the County's rates.

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA; CREATING SECTION 18-8, MARION COUNTY CODE, ENTITLED NONCONSENSUAL TOWING; ESTABLISHING MAXIMUM RATES FOR NONCONSENSUAL TOWING SERVICES AND STORAGE OF VEHICLES AND VESSELS; PROVIDING FOR A COMPLAINT RESOLUTION PROCESS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.0103(1)(c), Florida Statutes, requires counties to establish maximum rates to be charged for the towing of vehicles from or immobilization of vehicles on public or private property, removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle; and

WHEREAS, House Bill 179, which became effective on July l, 2024, requires counties to also establish a process for investigating and resolving complaints regarding fees charged in excess of the established rates; and

WHEREAS, Marion County does not currently have an ordinance pertaining to nonconsensual towing, and as a result, citizens who need the services are being charged rates from other counties; and

WHEREAS, this Ordinance is in the best interest of the health, general welfare, and safety of the residents of Marion County as it ensures the Marion County Code remains consistent with Florida law, balances the cost of towing operations, and provides due process to individuals who may be charged more than the established rates in Marion County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida, as follows:

SECTION 1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. Code Amendment. The Marion County Code of Ordinances, Chapter **2 Amendments.** Per section 1-6.3 – Amendments to Code; effect of new ordinance; amendatory language, of the Marion County Code, **Chapter 18** of the Marion County Code, **Traffic**, is hereby amended by creating a section, to be numbered **Section 18-8**, as follows (additions shown in underline text and deletions are shown in ~~strikeout~~ text):

Sec. 18-8. Nonconsensual towing.

(a) As used in this section, the following words and terms shall have the meanings respectively as established below:

Nonconsensual towing shall mean the towing or immobilization of a vehicle or vessels without the consent of the vehicle owner or operator when such vehicle or vessel is parked or left on private or public property without authorization of the property owner, or is wrecked or disabled at an accident scene, or the owner or operator is incapacitated, unavailable, or leaves the arrangement for removal and storage to the law enforcement officer on scene, or otherwise does not consent to the removal of the vehicle or vessel.

Property owner shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager, or other agent who has legal authority to bind the owner. If the property is a common area maintained, or otherwise in control of, a condominium association, homeowners' association, or property owners' association, a property owner is also defined to mean the designated representative of a condominium association, homeowners' association, or property owners' association. A person providing a towing service may not be appointed as an agent for a property owner.

Tow or towing shall mean to pull, draw, or remove any vehicle or vessel with a wrecker by means of a direct attachment, drawbar, or other connection or to carry a vehicle or vessel on a wrecker designed to transport such vehicle from one location to another.

Towing service shall include any person, company, corporation, or other entity, whether licensed or not, who engages in or owns or operates a business which engages, in whole or in part, in the towing or removal of vehicles for compensation.

Vehicle shall mean any device, in upon, or by which any person or property is or may be transported or drawn upon a street or highway except personal delivery devices, mobile carriers, and devices used exclusively upon stationary rails or tracks.

Vessel shall mean every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a "documented vessel" as defined in Section 327.02, Florida Statutes.

(b) Establishment of maximum rates for nonconsensual towing services and storage of vehicles and vessels.

(1) The board shall establish by resolution the maximum rates and storage fees which may be charged for nonconsensual towing services when the point of origin of the tow is within the unincorporated areas of Marion County. From time to time, the fees established by the board may be altered, revised, increased, or decreased by resolution.

(2) Storage fees may only be assessed after the initial six (6) hour period, beginning with the time the vehicle is delivered to the storage facility. Storage is based on a 24-hour day. Each day starting at 12:01 a.m. After the initial six (6) hour period, the daily rate will apply, and any fraction of a day will count as a full day.

(3) An administrative fee may be charged after the first forty-eight *(*48) hours of storage as long as the company has complied with the requirements of Section 713.78, Florida Statutes, as amended, including execution and mailing of the lien notice. Any expense incurred for an out-of-state records check may be assessed, in addition to the administrative fee, the amount charged by the specific state for the records check. An additional daily storage rate may be charged for any vessel, trailer, or mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.

(4) Any person or firm providing towing services shall remove and clean up from any street or highway any glass, debris, or other injurious substance deposited upon the street or highway from any wrecked, damaged, or disabled vehicle. Upon notification from a law enforcement agency that a site was not adequately cleaned up, the person or firm that performed the subject towing service shall promptly dispatch to clean the site for no charge.

(5) This article shall not be construed to disallow a law enforcement agency or other party to contract with tow truck operators for nonconsensual towing services at a lower rate.

(6) It shall be unlawful and a violation of this ordinance for any operator, individual, company, or entity to impose rates or fees in excess of the maximum allowable rates established under this section or to charge any additional, supplemental, administrative, processing, release, storage, or other fees not expressly authorized herein.

(7) In accordance with Section 125.0103(d), Florida Statutes, a person may report any potential violation of the maximum established rates and fees in this section to Marion County Code Enforcement. Marion County Code Enforcement shall investigate the claim utilizing the investigatory procedures in Chapter 2, Marion County Code. If a violation is found, notice shall be provided to the violating tow or storage company. If the violation is not corrected or claim of a violation is denied, the matter shall be heard before the Marion County Code Enforcement Board. The procedures and rights to appeal in Chapter 2, Article V, Marion County Code, shall apply and be followed for all hearings conducted under this section.

SECTION 3. Inclusion in the Code. It is the intent of the Board of County Commissioners of Marion County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be part of the Marion County, Florida Code of Ordinances; that the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intent; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation.

SECTION 4. Conflicting Provisions. In the event of any conflict between any provision of this Ordinance and any provision of another section of the County Code, the provisions of this Ordinance shall govern.

SECTION 5. Severability. Severability is intended throughout and within the provisions of this Ordinance. If any provision, including any exception, part, phrase or term or the application thereof to any person or circumstance is held preempted or invalid by a Court of appropriate jurisdiction, the application to other persons or circumstances shall not be affected thereby, and the validity of this Ordinance in any and all other respects shall not be affected thereby. The Board of County Commissioners do not intend this Ordinance be held inapplicable in such cases, if any, where its application would be unconstitutional as constitutionally permitted construction is intended and shall be given.

SECTION 6. Applicability. This Ordinance shall be applicable in the unincorporated area of Marion County, Florida.

SECTION 7. Ordinance Cumulative. This Ordinance shall be cumulative and in addition to any other laws or ordinances in force in Marion County.

SECTION 8. Effective Date. A certified copy of this Ordinance shall be filed with the Secretary of State by the Clerk within ten (10) days after enactment by the Board of County Commissioners, as provided in Section 125.66(2)(b), Florida Statutes.

DULY ADOPTED on this __ day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
CARL ZALAK, III, CHAIRMAN

ATTEST:

_____
GREGORY C. HARRELL, CLERK

APPROVED AS TO FORM:

_____
MATTHEW G. MINTER, COUNTY ATTORNEY

RESOLUTION 26-R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, SETTING THE MAXIMUM RATES FOR NONCONSENSUAL TOWING AND STORAGE OF VEHICLES AND VESSELS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to section 125.0103(d), Florida Statutes, Board of County Commissioners of Marion County, Florida ("Board") must establish the maximum rates which may be charged for the towing of vehicles from or immobilization of vehicles on private or public property, removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle; and

WHEREAS, the Board enacted Ordinance No. 26-____ establishing a new section in the Marion County Code for nonconsensual towing, which requires a resolution to establish the maximum rates which may be charged; and

WHEREAS, the Board has determined the adoption of this Resolution serves the public health, safety, and welfare of the citizens of Marion County; and

NOW THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida:

SECTION 1. RECITALS. The above recitals are hereby incorporated herein by this reference and are deemed a material part of this resolution.

SECTION 2. SCHEDULE OF FEES. The County shall adopt the following maximum rates for nonconsensual towing services and storage of vehicles and vessels:

(1) The maximum rates to be charged for nonconsensual towing when the point of origin of the tow is within the unincorporated areas of Marion County, shall be assessed by vehicle type as follows:

i. Class A Vehicles (gross vehicle weight of ten thousand (10,000) pounds or less or vehicle carrying a vessel or trailer fifteen (15) feet or less in length):

Tow Base Rate	$120.00

STAFF RATES

Mileage Rate in addition to Base Rate, per mile, charge upon hook-up	$5.00
Hourly Rate, when unusual circumstances such as overturned or unusually positioned vehicle requiring a special apparatus for removal	$85/hour
Storage Fee (inside), per day	$25.00
Storage Fee (outside), per day	$20.00

ii. Class B Vehicles (gross vehicle weight of ten thousand one (10,001) pounds or more, but less than nineteen thousand five hundred (19,500) pounds or vehicle carrying a vessel more than fifteen (l5) feet, but less than twenty-two (22) feet in length):

Tow Base Rate	$200.00
Mileage Rate in addition to Base Rate, per mile, charge upon hook-up	$5.00
Hourly Rate, when unusual circumstances such as overturned or unusually positioned vehicle requiring a special apparatus for removal, per hour	$130.00
Storage Fee (inside), per day	$45.00
Storage Fee (outside), per day	$30.00

iii. Class C Vehicles (gross vehicle weight nineteen thousand five hundred (19,500) or more pounds, but less than twenty-five thousand (25,000) pounds or vehicle carrying a vessel more than twenty-two (22) feet in length):

Tow Base Hourly Rate (time starts when wrecker leaves shop and ends when recovery is complete and wrecker returns to shop by most direct route. No additional mileage fee allowed)	$400.00
Landoll Trailer	$350.00
Storage (outside), per day	$55.00

iv. Class D Vehicles (gross vehicle weight more than twenty-five thousand (25,000) pounds):

STAFF RATES

Tow Base Hourly Rate (time starts when wrecker leaves shop and ends when recovery is complete and wrecker returns to shop by most direct route. No additional mileage fee allowed)	$500.00
Storage (outside), per day	$80.00

v. Rotator/50 Ton:

Tow Base Hourly Rate (time starts when wrecker leaves shop and ends when recovery is complete and wrecker returns to shop by most direct route. No additional mileage fee allowed)	$1,000.00

vi. The following maximum rates for the rendition of other services apply when the service is performed within an unincorporated area of Marion County:

Removal of drive shaft	Hourly rate as set forth above for corresponding class
Air hook-up	Hourly rate as set forth above for corresponding class
Removal/pull axle	Hourly rate as set forth above for corresponding class
Remove bumper	Hourly rate as set forth above for corresponding class
Remove air foils hourly	Hourly rate as set forth above for corresponding class
Air bags	Hourly rate as set forth above for corresponding class
Re-hook fee	$75.00, max be charged in the event that in the surrender of a vehicle or vessel to the owner or owner's representative, the company must use an apparatus or equipment. This fee shall not be charged if the vehicle can be driven or delivered under vehicle's own power.

STAFF RATES

Access fee, gate fee, or yard fee	$35.00, max be charged for requests made by an owner or owner's legal representative to have access to the vehicle, other than during normal business hours, for the purposes of removing necessary personal property.
Extra manpower, per man, per hour	$55.00
Administrative Fee	$30.00 may be charged after the first forty-eight *(*48) hours of storage as long as the company has complied with the requirements of Section 713.78, Florida Statutes, as amended, including execution and mailing of the lien notice. Any expense incurred for an out-of-state records check may be assessed, in addition to the administrative fee of $30.00, the amount charged by the specific state for the records check.

SECTION 3. INCREASE IN RATES. Effective January 1, 2027 and on January 1 each subsequent year thereafter, the Fees shall be automatically increased based on the actual change in the Consumer Price Index based on the average of the index from the previous twelve (12) months (November to November) or 3% whichever is lower. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

SECTION 4. CONFLICT. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

SECTION 5. SEVERABILITY. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect**.**

SECTION 6. EFFECTIVE DATE. This resolution shall become effective upon adoption.

STAFF RATES

DULY ADOPTED this _____ day of June, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
GREGORY C. HARRELL, CLERK

_____
CARL ZALAK, III, CHAIRMAN

STAFF RATES

RESOLUTION 26-R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, SETTING THE MAXIMUM RATES FOR NONCONSENSUAL TOWING AND STORAGE OF VEHICLES AND VESSELS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to section 125.0103(d), Florida Statutes, Board of County Commissioners of Marion County, Florida ("Board") must establish the maximum rates which may be charged for the towing of vehicles from or immobilization of vehicles on private or public property, removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle; and

WHEREAS, the Board enacted Ordinance No. 26____ establishing a new section in the Marion County Code for nonconsensual towing, which requires a resolution to establish the maximum rates which may be charged; and

WHEREAS, the Board has determined the adoption of this Resolution serves the public health, safety, and welfare of the citizens of Marion County; and

NOW THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida:

SECTION 1. RECITALS. The above recitals are hereby incorporated herein by this reference and are deemed a material part of this resolution.

SECTION 2. SCHEDULE OF FEES. The County shall adopt the following maximum rates for nonconsensual towing services and storage of vehicles and vessels:

(1) The maximum rates to be charged for nonconsensual towing when the point of origin of the tow is within the unincorporated areas of Marion County, shall be assessed by vehicle type as follows:

i. Class A Vehicles (gross vehicle weight of ten thousand (10,000) pounds or less or vehicle carrying a vessel or trailer fifteen (15) feet or less in length):

Tow Base Rate	$200.00

PW OF RATES

Mileage Rate in addition to Base Rate, per mile, charge upon hook-up	$6.00
Rate, when unusual circumstances such as overturned or unusually positioned vehicle requiring a special apparatus for removal	$50 per 15 minutes
Storage Fee (inside), per day	$56.00
Storage Fee (outside), per day EV Storage for Law Enforcement Tows	$44.00 $80.00

ii. Class B Vehicles (gross vehicle weight of ten thousand one (10,001) pounds or more, but less than nineteen thousand five hundred (19,500) pounds or vehicle carrying a vessel more than fifteen (l5) feet, but less than twenty-two (22) feet in length):

Tow Base Rate	$500.00
Mileage Rate in addition to Base Rate, per mile, charge upon hook-up	$8.00
Rate, when unusual circumstances such as overturned or unusually positioned vehicle requiring a special apparatus for removal, per hour	$100.00 per 15 minutes
Storage Fee (inside), per day	$150.00
Storage Fee (outside), per day	$100.00

iii. Class C Vehicles (gross vehicle weight nineteen thousand five hundred (19,500) or more pounds, but less than twenty-five thousand (25,000) pounds or vehicle carrying a vessel more than twenty-two (22) feet in length):

Tow Base Hourly Rate (time starts when wrecker leaves shop and ends when recovery is complete and wrecker returns to shop by most direct route. No additional mileage fee allowed)	$800.00
Landoll Trailer / Lowboy Trailer	$800.00
Storage (outside), per day	$100.00

iv. Class D Vehicles (gross vehicle weight more than twenty-five

PW OF RATES

thousand (25,000) pounds):

Tow Base Hourly Rate (time starts when wrecker leaves shop and ends when recovery is complete and wrecker returns to shop by most direct route. No additional mileage fee allowed)	$1,000.00
Storage (outside), per day	$100.00

v. Rotator/50 Ton:

Tow Base Hourly Rate (time starts when wrecker leaves shop and ends when recovery is complete and wrecker returns to shop by most direct route. No additional mileage fee allowed)	$1,500.00

vi. The following maximum rates for the rendition of other services apply when the service is performed within an unincorporated area of Marion County:

Removal of drive shaft	Hourly rate as set forth above for corresponding class
Air hook-up	Hourly rate as set forth above for corresponding class
Removal/pull axle	Hourly rate as set forth above for corresponding class
Remove bumper	Hourly rate as set forth above for corresponding class
Remove air foils hourly	Hourly rate as set forth above for corresponding class
Air bags	Hourly rate as set forth above for corresponding class
Re-hook fee	$75.00, max be charged in the event that in the surrender of a vehicle or vessel to the owner or owner's representative, the company must use an apparatus or equipment. This fee shall not be charged if the vehicle can be driven or delivered under vehicle's own power.
Skid Loader, with attachments to clean the roadway	$600.00

PWOF RATES

Other special rental equipment to clean roadway	Cost plus 30%
Extra Labor Personal	$60.00 per hour
Access fee, gate fee, or yard fee	$50.00, max be charged for requests made by an owner or owner's legal representative to have access to the vehicle, other than during normal business hours, for the purposes of removing necessary personal property.
Extra manpower, per man, per hour	$55.00
Administrative Fee to send Notice of Sale to Owner, Lienholder, Insurance Company and anyone of Interest of the Vehicle or Vessel	$60.00 plus look up and mailing cost may be charged after the first twenty-four (24) hours of storage as long as the company has complied with the requirements of Section 713.78, Florida Statutes, as amended, including execution and mailing of the lien notice to in state and out of state vehicles and vessels.

SECTION 3. CONFLICT. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

SECTION 4. SEVERABILITY. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect**.**

SECTION 5. EFFECTIVE DATE. This resolution shall become effective upon adoption.

DULY ADOPTED this _____ day of May, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
GREGORY C. HARRELL, CLERK

_____
CARL ZALAK, III, CHAIRMAN

PWOF RATES

RESOLUTION 26-R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, SETTING THE MAXIMUM RATES FOR NONCONSENSUAL TOWING AND STORAGE OF VEHICLES AND VESSELS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to section 125.0103(d), Florida Statutes, Board of County Commissioners of Marion County, Florida ("Board") must establish the maximum rates which may be charged for the towing of vehicles from or immobilization of vehicles on private or public property, removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle; and

WHEREAS, the Board enacted Ordinance No. 26___ establishing a new section in the Marion County Code for nonconsensual towing, which requires a resolution to establish the maximum rates which may be charged; and

WHEREAS, the Board has determined the adoption of this Resolution serves the public health, safety, and welfare of the citizens of Marion County; and

NOW THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida:

SECTION 1. RECITALS. The above recitals are hereby incorporated herein by this reference and are deemed a material part of this resolution.

SECTION 2. SCHEDULE OF FEES. The County shall adopt the following maximum rates for nonconsensual towing services and storage of vehicles and vessels:

(1) The maximum rates to be charged for nonconsensual towing when the point of origin of the tow is within the unincorporated areas of Marion County, shall be assessed by vehicle type as follows:

i. Class A Wrecker: (Wreckers used for the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less):

FHP RATES

Tow Base Rate	$150.00
Mileage Rate in addition to Base Rate, per mile, after 10-mile radius	$6.00
Hourly Rate, when unusual circumstances such as overturned or unusually positioned vehicle requiring a special apparatus for removal	$85.00 (After first 30 mins)
Storage Fee (inside), per day	$35.00
Storage Fee (outside), per day	$25.00

ii. Class B Wrecker (Wreckers used for removal of medium duty trucks or vehicles weighing 20,000 pounds gross vehicle weight or less):

Tow Base Rate	$225.00
Mileage Rate in addition to Base Rate, per mile, after 10-mile radius	$6.00
Hourly Rate, when unusual circumstances such as overturned or unusually positioned vehicle requiring a special apparatus for removal, per hour	$145.00 (After first 30 mins)
Storage Fee (inside), per day	$45.00
Storage Fee (outside), per day	$42.00

iii. Class C Wrecker (Wreckers used for the removal of heavy-duty trucks, house trailers, buses, etc., weighing over 20,000 pounds gross vehicle weight):

Tow Base Hourly Rate (Shop to Shop by most direct route)	$560.00
Landoll Trailer Skid steer with attachments (on scene only)	$450.00
Storage (outside), per day (Combined unit – not separate VINs)	$79.00

iv. The following maximum rates for the rendition of other services apply when the service is performed within an unincorporated area of Marion County:

Extra Personnel (Per Labor Hour) On scene	$90.00
Extra Personnel (Per Labor Hour) Class A&B: 1 hour maximum Class C: 2 hours maximum	$50.00

FHP RATES

Service Call (No Towing Required)	$35.00
After hours gate fee	$60.00
Administrative Fee (Only after 24 hours)	$30.00

SECTION 3. CONFLICT. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

SECTION 4. SEVERABILITY. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This resolution shall become effective upon adoption.

DULY ADOPTED this _____ day of June, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
GREGORY C. HARRELL, CLERK

_____
CARL ZALAK, III, CHAIRMAN

FHP RATES

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23121 **Agenda Date:** 6/2/2026 **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 Road Improvement Project in Marion County, Florida

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
The Board of County Commissioners has previously approved Resolutions 25-R-430, 25-R-490, 26-R-43, and 26-R-103 for the acquisition of interests in real properties related to the SW/NW 80th/70th Avenue Road Improvement Project. This Resolution seeks to acquire another project parcel (Project Parcel Number 15/Parcel ID 23299-001-00) for which we have not yet been able to acquire by negotiation. The County is seeking to acquire the project parcel to construct road improvements related to the SW/NW 80th/70th Avenue Road Improvement Project, which will widen the north and south bound lanes of SW/NW 80th Avenue, relieving traffic flow on Hwy 40, Interstate-75, and other surrounding collector roads. The resolution provides for acquisition either by negotiation, based on binding offers from the County for up to 140% 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 the 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 dated April 27, 2026. The amount for the acquisition parcel included in this resolution is $28,000. 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 and authorize the Chairman and the Clerk of Court to execute the resolution.

RESOLUTION NO. 26-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 (2025), AUTHORIZING APPROPRIATE OFFICERS OR AGENTS OF THE COUNTY TO ACQUIRE CERTAIN INTERESTS IN REAL PROPERTY BY GIFT, PURCHASE, OR COMMENCEMENT OF EMINENT DOMAIN PROCEEDINGS FOR THE SW NW 80th 70th AVENUE ROAD IMPROVEMENT PROJECT IN MARION COUNTY, FLORIDA; MAKING FINDINGS OF FACT FOR PUBLIC PURPOSE AND NECESSITY; AND PROVIDING AN EFFECTIVE DATE.

OWNER(S):	**Stephanie Tropia** **41315 Woodway Street** **Magnolia, TX 77354**
SITUS ADDRESS:	**663 NW 80th Avenue** **Ocala, FL 34482**
TAX ID NUMBER:	**23299-001-00**
PROJECT PARCEL NUMBER:	**15**
INTEREST TO BE ACQUIRED:	**Fee Simple Right-of-Way** **Perpetual Slope Easement 1** **Perpetual Slope Easement 2**

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. (2025), 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. (2025) 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. (2025); and

WHEREAS, Section 127.01, Fla. Stat. (2025), subsection (1)(b) further provides that each county is further authorized to exercise the eminent domain power granted to the Department of Transportation by Section 337.27(1), Fla. Stat. (2025), the transportation corridor protection provisions of Section 337.273, Fla. Stat. (2025) and the right of entry onto property pursuant to Section 337.274, Fla. Stat. (2025); and

WHEREAS, Section 337.27, Fla. Stat. (2025), 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. (2025) 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 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 ROAD IMPROVEMENT PROJECT in Marion County, Florida (hereafter, **"Project"**); and

WHEREAS, the **Project** is described in the Preliminary Engineering Report ("PER") 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 **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** 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 surveyed and located its line of construction for the Project and determined the area and location of the **Project Parcel** necessary for final construction of the **Project** and to accommodate anticipated right-of-way requirements in the reasonably foreseeable future, and intends in good faith to construct the Project on or over that **Parcel**. The County has determined the necessity to acquire the property interests of Fee Simple Right-of-Way, Perpetual Slope Easement 1, and Perpetual Slope Easement 2 (hereinafter, "the property interests") 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 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

WHEREAS, Section 337.274, Fla. Stat. (2025), 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. (2025) 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. (2025), 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. (2025), subsection (2) provides requirements for notification of business owners, including lessees, who operate a business located on the property to be acquired; and

WHEREAS, the County has thus far been unable to acquire the **Project Parcel** described herein by gift or purchase;

WHEREAS, construction of the **Project** will be impeded unless the **Project Parcel** is acquired by the County, and any delay in acquiring the Parcels and the resulting delay in the construction of the Project is not in the best interests of the County or its citizens; and

WHEREAS, Chapter 74, Fla. Stat. (2025) 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 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 interests to be acquired from the **Project Parcel** described in **Exhibit "A"** 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. For those takings designated as easements in **Exhibit "A**," it is necessary to acquire the corresponding type of easement rights under the terms and conditions set forth in **Exhibit "B."** (The information, if any, in the attached **Exhibit "A"** as to the name of the property owners, the properties' tax identification numbers, and the legal descriptions of the property interests 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 interests 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 interests 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 Parcel** by gift, purchase, or condemnation. In furtherance thereof, the Office of the County Engineer is authorized to make binding offers to the property owners or their respective representatives to acquire such property interests in an amount not to exceed 140% 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 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 **Parce**l 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 Parcel** by eminent domain proceedings pursuant to Chapters 73 and 74, 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. (2025), 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. For this Resolution, the Board hereby determines that the property interests to be acquired from **the Project Parcel** is Fee Simple Right-of-Way, Perpetual Slope Easement 1, and Perpetual Slope Easement 2, 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 Parcel** in advance of the entry of final judgment, including by filing a declaration of taking pursuant to Section 74.031, Florida Statutes. The County Attorney is further authorized to execute any motions for entry of stipulated orders of taking related to the **Project Parcel** with the concurrence of the County Engineer. The County Attorney is further authorized to enter into any settlement agreement, execute any motion for entry of stipulated final judgment, and other necessary paperwork associated with a case settlement, provided that the total settlement amount, inclusive of any associated legal fees and costs and expert fees and costs, is within the confines of the approved **Project** budget and has approval of the County Engineer.

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 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. **Severability.** If any one or more of the provisions of this Resolution should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution, which remaining provisions shall continue in full force and effect, provided that the remaining provisions can be given legal effect absent the invalid provisions.

Section 12. **Effective Date**. This Resolution shall take effect immediately upon adoption.

DULY RESOLVED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
CARL ZALAK, III, CHAIRMAN

ATTEST:

_____
GREGORY C. HARRELL, CLERK

EXHIBIT A

Legal Description

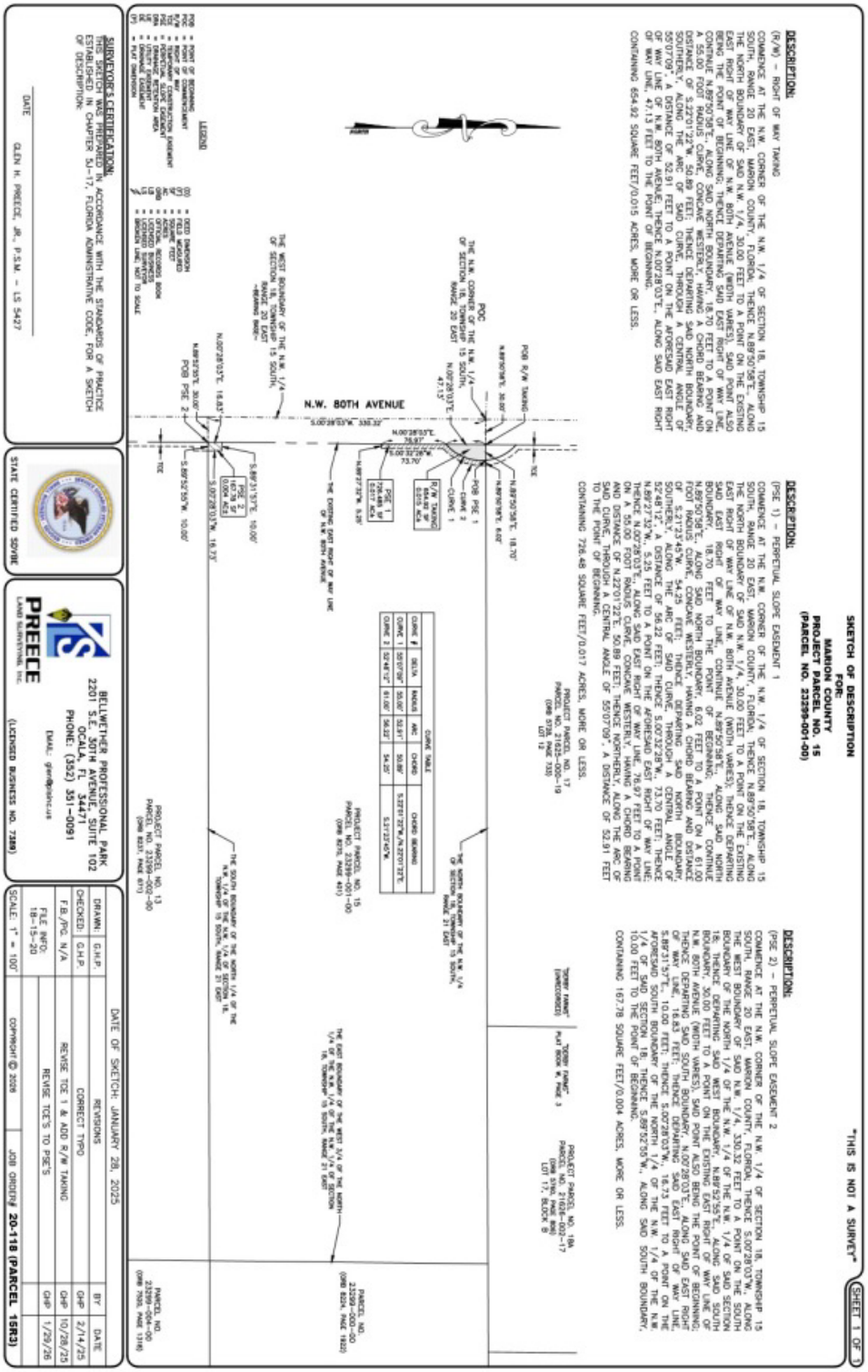


EXHIBIT B

SW NW 80th 70th AVENUE ROAD IMPROVEMENT PROJECT
EASEMENT RIGHTS TO BE CONDEMNED IN ACCORDANCE WITH EXHIBIT A

Perpetual Slope Easement

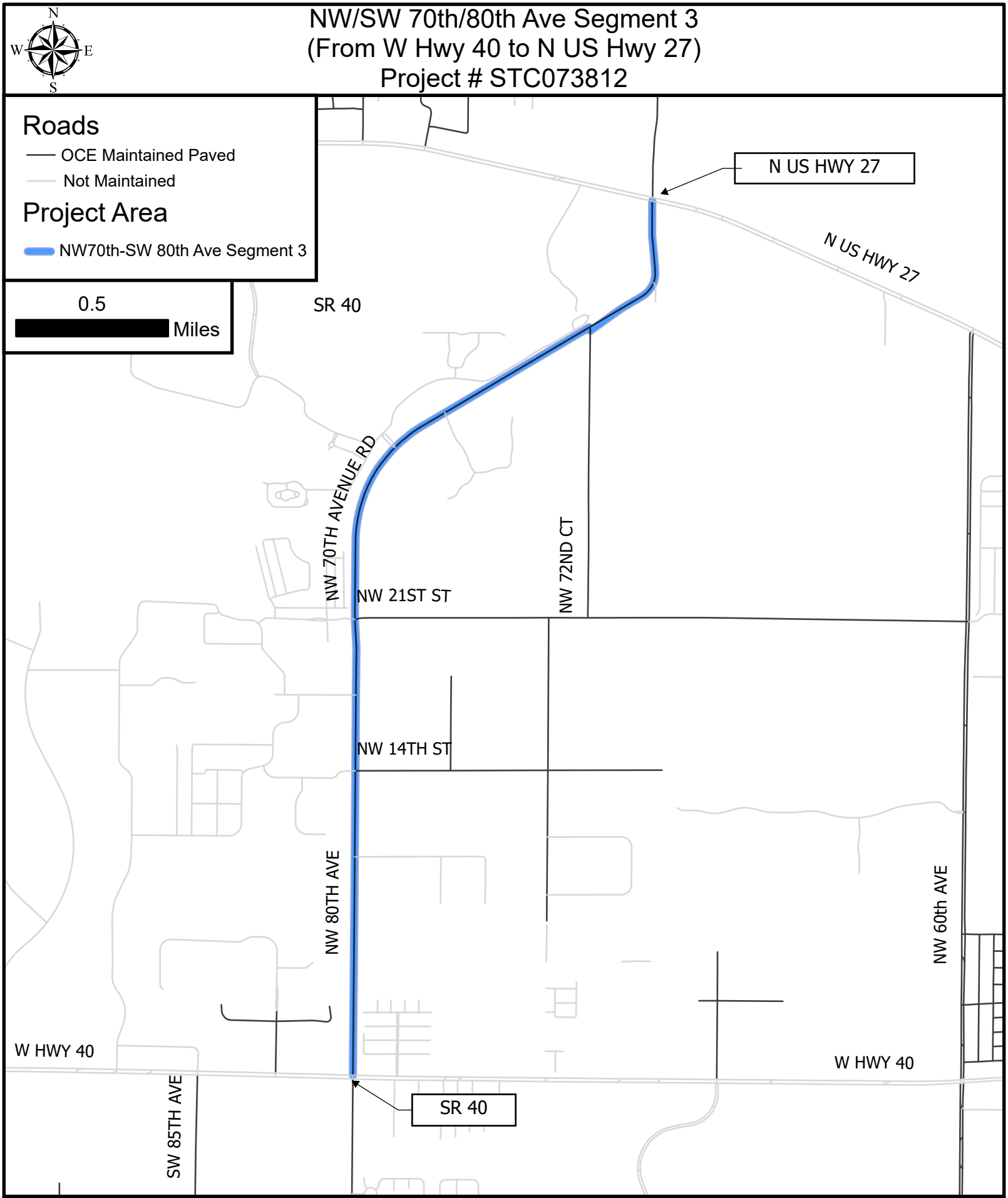
Marion County ("the County") shall acquire the following non-exclusive, perpetual slope easement rights for the project labeled "SW NW 80th 70th AVENUE ROAD IMPROVEMENT PROJECT" (the "Project"), subject to the listed limitations:

1. The right, privilege, and authority within the Easement Area to perform such work as may be necessary to substantially conform the Easement Area to the design specifications set forth in the Project construction plans. Such work may include, but not be limited to, the addition, removal, relocation, re-contour, and/or grading of soils as well as the demolition removal, and reconstruction of certain improvements (including but not limited to any structures, driveways, site debris, billboard signs, and mobile homes).
2. The right of ingress to and egress from the Easement Area by means of adjacent public or private roadways, easements or rights-of-way owned or held or lawfully available to the County and its agents, including any other property over which the County has access rights.
3. The County shall be entitled to assign this easement.
4. The right, but not the obligation, from time to time, to re-clear the Easement Area by cutting and removing therefrom, trees, brush and other obstructions that may, in the reasonable judgment of the County or its agents, injure, endanger or interfere with the use of the Easement Area. Periodic maintenance of any infrastructure improvements will be on an as-needed basis.
5. The County shall not unreasonably restrict ingress and egress to the owners' property abutting the Easement Area and shall provide reasonable ingress and egress across the Easement Area for the use of the owner. Notwithstanding the foregoing, the County, its agents and assigns shall be permitted to restrict ingress or egress to the property abutting the Easement Area for safety purposes in the reasonable discretion of the County's agents or assigns during construction activities.
6. The easement rights specifically include:
   (a) providing for a roadside cut slope no steeper than 4:1 (4 feet horizontal to 1 foot vertical) and all rights appurtenant and incidental thereto, including entering said land to construct and maintain such slope and all fills, cuts, and other incidents which the County may deem necessary or convenient in connection therewith
   (b) The right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of the County, endanger or interfere with the safe and efficient implementation of the roadway slope.
7. This slope easement prohibits the property owner from the following on the aforementioned Easement Area:
   (a) Any excavation, fills, cuts, and other activities that would negatively impact the proposed roadside cut slope
   (b) Any placement of trees, fences, or other structures within the Easement Area without prior express permission from the County.
8. The fee owner retains the right and may continue to use the Easement Area for any lawful purposes that do not directly interfere with the perpetual slope easement rights

of the County. Determination as to whether a use directly interferes with the perpetual slope easement is in the sole discretion of the County.

9. Notwithstanding the easement rights granted herein, Grantor reserves the right to maintain and use vehicular and pedestrian ingress and egress to and from the remainder of Grantor's property across the Easement Area, provided such use does not interfere with the County's rights under this Easement or adversely affect the integrity, operation, maintenance, or safety of the roadside slope improvements.
10. During the term of the easement there will be no hazardous materials, wastes, or substances, toxic wastes or substances, or pollutants or contaminants deposited, located, placed, or released on the Easement Area by either the County, or its agents/assigns.
11. This easement is perpetual in duration and shall run with the land, binding the property owner, its successors, and assigns.

NW/SW 70th/80th Ave Segment 3
(From W Hwy 40 to N US Hwy 27)
Project # STC073812



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 10/15/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-22841 **Agenda Date:** 6/2/2026 **Agenda No.:** 7.2.1.

SUBJECT:
Request Approval of Interlocal Agreement Between Marion County and the City of Dunnellon Regarding Airport Protection Zoning Regulations (Budget Impact - None)

INITIATOR:
Jim Couillard, PLA, ASLA, Director

DEPARTMENT:
Parks & Recreation

DESCRIPTION/BACKGROUND:
The attached interlocal agreement was developed at the request of the City of Dunnellon and on behalf of the Marion County Airport (Airport) after it was determined that portions of the Airport's "airport hazard area" extend into the municipal boundaries of the City of Dunnellon, as illustrated on the attached map as overlap area.

State law (Section 333.03, Florida Statutes) requires the County and City to either establish a Joint Airport Zoning Board or enter into an Interlocal Agreement to ensure consistent implementation and enforcement of applicable regulations. After a legal review by the County and City, it was determined that an Interlocal Agreement was the best option for satisfying these requirements. Under the agreement, each party retains responsibility for administering and enforcing airport zoning regulations within its respective jurisdiction, while also establishing a process for intergovernmental review of development proposals within designated airport hazard areas.

The attached Interlocal Agreement, signed by the City, ensures compliance with state statutory requirements by formalizing coordination between the County and the City; supports continued protection of the Airport from incompatible land uses or obstructions; and promotes coordinated development review between the County and the City.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the Interlocal Agreement between Marion County and the City of Dunnellon regarding Airport Protection Zoning Regulations.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Couillard (Last) Jim (First) (Dept) Parks & Recreation - 6120

(Title) Director (Phone) X8559

Signature Laura Cooper (for JC) Date Monday, April 20, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☑ RESUBMIT LRM No. 2025-1355
☐ Legal Opinion ☐ Other

Description of Request

The attached Interlocal Agreement between Marion County and the City of Dunnellon has been accepted and signed by the Major and City Clerk. Their team confirmed that they signed the revised version drafted by the County Attorney's office without any additional changes. The Parks & Recreation department is requesting the reviewing Attorney's signature on the Agreement before it is placed on the next available BCC agenda. The attached scanned copy is the only copy.

For more information or discussion, contact: ☐ Same as above

(Name) Cooper (Last) Laura (First) (Title) Administrative Manager (Phone) X8564

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, May 19, 2026

Agenda Deadline Date for **Legal:** Friday, April 24, 2026 Agenda Deadline Date for **Admin:** Thursday, May 7, 2026

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-1355R

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

RECEIVED
By Marion County Attorney-WN at Apr 21, 2026

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

Attorney Signature: Thomas A Schwartz Date 4/21/26

Staff Signature: Completed Date: 042126 Returned: ☑ Department ☐ Admin ☐

Rev2 03/19/2025

MASTER

INTERLOCAL AGREEMENT BETWEEN MARION COUNTY AND THE CITY OF DUNNELLON REGARDING AIRPORT PROTECTION ZONING REGULATIONS

This Interlocal Agreement is made and entered between MARION COUNTY, whose address is 601 SE 25th Ave., Ocala, FL 34471 ("County") and the CITY OF DUNNELLON, whose address is 20750 River Drive, Dunnellon, FL 34431 ("City") (individually "Party," collectively "Parties.")

WITNESSETH

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of Florida; and

WHEREAS, the County is a political subdivision of the State of Florida; and

WHEREAS, the County and the City are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide services that will advance the general health, safety and welfare of the public; and

WHEREAS, the County has adopted Ordinance 13-20, Article 5, Division 1 Airport Overlay Zones pursuant to Section 333.03, Florida Statutes (hereinafter "Airport Zoning Regulations"), which statute requires every local government having within its jurisdiction an area upon which an airport hazard may be established to adopt, administer, and enforce, under the police power airport protection zoning regulations for such airport hazard area (the "Airport Zoning Regulations"); and

WHEREAS, because the City has lands within its jurisdiction which fall within an area upon which an airport hazard may be established, Section 333.03(1)(b), Florida Statutes, requires the County and the City to enter into an interlocal agreement for the adoption, administration, and enforcement of the County's Airport Zoning Regulations; and

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

1. ***Recitals.*** The foregoing recitals are incorporated as if set forth fully herein.

2. ***Effective Date and Recording***. The County shall record this Agreement in the Official Records of Marion County. This Agreement shall become effective on the date it is filed with the Clerk of Court in accordance with Section 163.01(11), Florida Statutes.

3. ***Airport Protection Zoning Regulations***. The parties agree to cooperate in the exchange of information and as otherwise necessary to implement this Agreement for the benefit of the public and the purposes articulated in Section 333.02, Florida Statutes. Further each party shall have the following responsibilities:

    a. ***The City.*** The City shall administer and enforce the Airport Zoning Regulations to the applicable lands within its jurisdiction.

i. Prior to issuing any development permit for any proposed structure or use within an airport hazard zone which triggers the restrictions on height and/or land use, as identified by the County's Airport Zoning Regulations Ordinance, as amended, the City shall invite the Director of the County's Growth Services Department, hereinafter designated as County's Airport Zoning Administrator or their designee to provide formal comments through the City's site development application process. Reviews conducted by the Airport Zoning Administrator or their designee under this section shall follow the same review process that the City follows for site development applications to be consistent with state law. To facilitate the County's review, the City shall provide the relevant application materials to the Airport Zoning Administrator or their designee. Additionally, the Airport Zoning Administrator or their designee may, at their discretion, attend Development Review Committee meetings to provide comments of projects within an airport hazard zone.

ii. If the Airport Zoning Administrator determines a proposed structure to be an obstruction to aviation pursuant to the criteria in the Airport Zoning Regulations, the City shall require the landowner to obtain an Airspace Obstruction Permit from the County prior to issuing a building permit. Likewise, the Airport Zoning Administrator shall notify the City of a proposed land use that is restricted by the Airport Zoning Regulations. During the County's review process for projects within airport hazard zones, in the event that a proposed development does not present an airport hazard or obstruction, then the County shall provide written comment that "The project has been determined to not be hazardous to airport operations".

iii. If the Airport Zoning Administrator or their designee does not provide comments on a project located within an airport hazard zone during the project's review process, the City shall interpret this lack of response as confirmation that the County has no objections or comments regarding the proposed development.

b. ***The County.*** The County shall administer and enforce the Airport Zoning Regulations to the applicable lands within its jurisdiction.

i. The County shall provide notice to the City, pursuant to Section 4, of this Agreement of any amendments to the Airport Zoning Regulations or any development project on airport property that would result in a change to how the Airport Zoning Regulations are applied such as, but not limited to, the extension of a runway or construction of building. The City shall be able to provide review comments on potential Airport Zoning

Regulation amendments or developments that would either expand any 14 CFR 77 imaginary surface or expand any noise contours further into the incorporated city limits, or development which increases the noise generated by airport operations beyond the established Airport Master Plan.

4. ***Notification.*** Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

   FOR MARION COUNTY:

   Marion County Board of County Commissioners
   Attn: County Administrator
   601 SE 25th Ave
   Ocala, Florida 34471

   FOR CITY OF DUNNELLON:

   City of Dunnellon
   Attn: William Ary
   Community Development Manager
   20750 River Drive
   Dunnellon, Florida 34431

5. ***Limitations on Liability***. Neither party waives its protections of sovereign immunity, and nothing in this Agreement shall be construed as consent to be sued by third parties. Each party shall be responsible for the negligent acts or omissions of its officers, employees, and agents, and each party shall indemnify the other against claims arising out of the negligent or wrongful performance or breach of this Agreement to the extent such claims are attributable to the indemnifying party's officers, employees, or agents. The foregoing obligation to indemnify is subject to the scope and monetary limitations of Section 768.28, Florida Statutes.

6. ***Integration and Modification***. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement may only be modified by a written instrument, approved and executed with same formalities hereof.

7. ***No Financial Liability, Attorney's fees and Costs.*** This Agreement shall not be construed to provide any party hereto with a right to monetary damages or to otherwise impose any financial liability upon any party hereto. In any action to enforce this Agreement, or any dispute resolution, proceeding or any other dispute arising under this Agreement, each party shall bear its own attorney's fees and costs.

8. ***Governing Law and Venue.*** The Agreement is being delivered in the State of Florida, and

shall be construed and enforced in accordance with the laws of the State of Florida. Notwithstanding anything to the contrary set forth in the Agreement, the venue for any legal proceeding arising out of the Agreement, shall be in the State or Federal courts of Marion County, Florida.

9. ***Force Majeure***. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

10. ***Term, Amendment, and Termination of Agreement***. The term of this Interlocal Agreement shall be thirty years from its effective date. However, prior to its expiration, the parties shall either (1) execute a replacement interlocal agreement; or (2) create a joint airport zoning board, as required by Section 333.03(1)(b), F.S. This Agreement may be amended from time to time pursuant to the provisions of Section 163.01, F.S.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have made and entered this Interlocal Agreement on the date of the last signature below.

CITY OF DUNNELLON:

By: Walter Green
Walter Green, Mayor
Date: 4-16-2026

ATTEST:

By: Amanda Y Odom
Mandy Odom, City Clerk

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

MARION COUNTY:

By: _____
Carl Zalak, III, Chairman
Date: _____

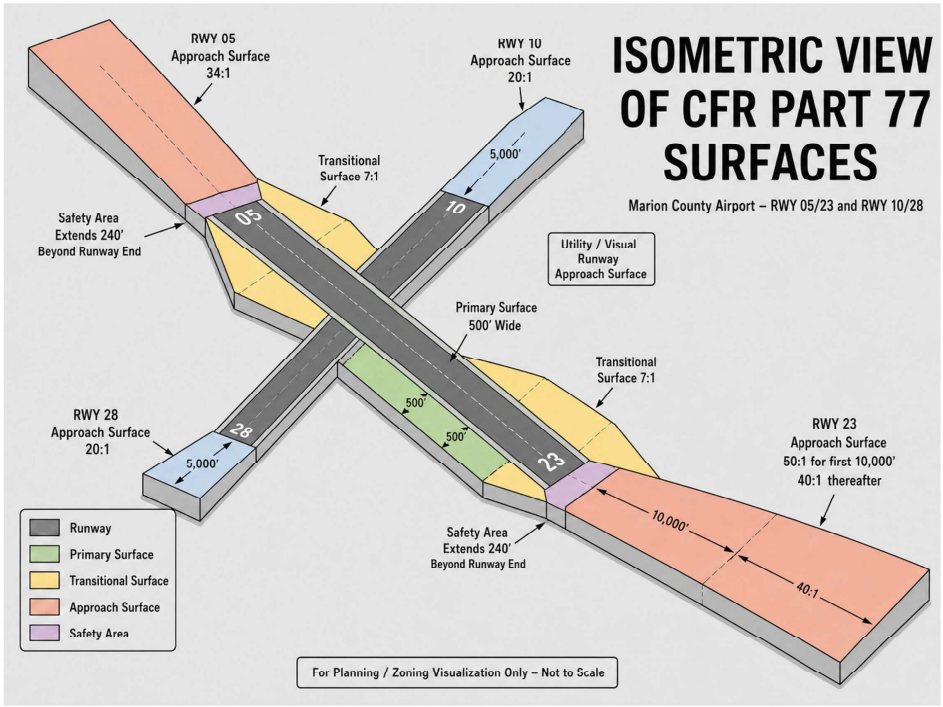
ATTEST:

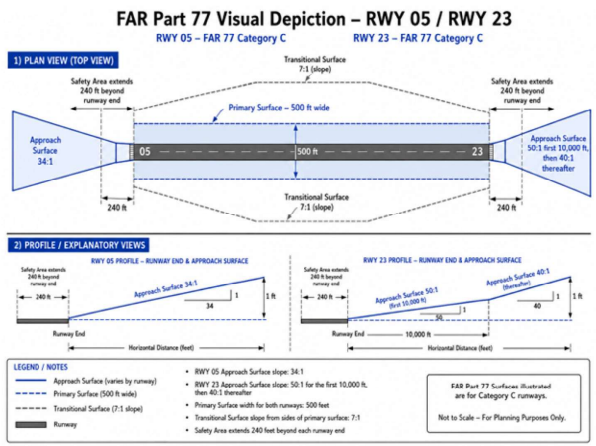
By: _____
Gregory C. Harrell, Clerk of Court
and Comptroller

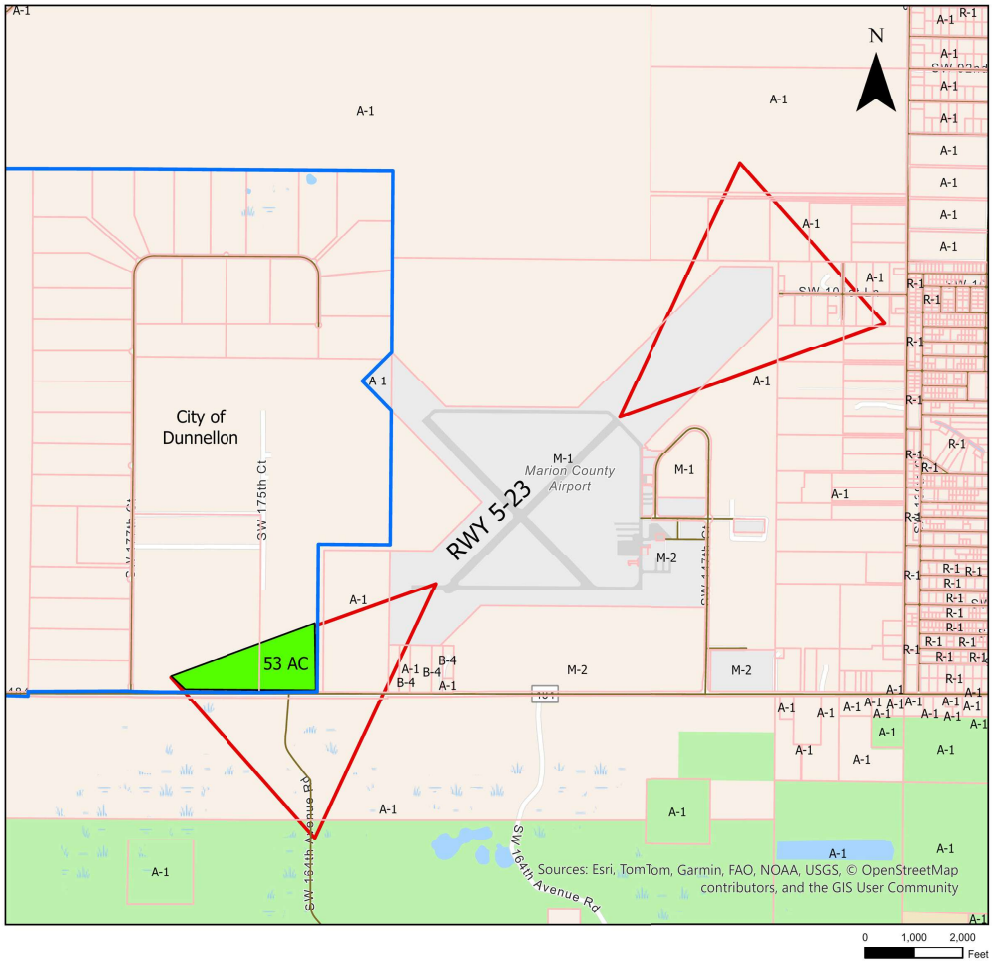
FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

4/21/26

For: Matthew G. Minter Date
Marion County Attorney







Legend

- Municipal Boundaries
- Parcels
- Streets
- Runway Approach Areas
- Overlap Area

Symbol	Zoning Classification
A-1	Agriculture
B-4	Business
M-1 & 2	Industrial
R-1	Residential

MARION COUNTY AIRPORT

RUNWAY APPROACH SURFACE

Marion County FLORIDA PARKS & RECREATION

X35 MARION COUNTY AIRPORT

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23037 **Agenda Date:** 6/2/2026 **Agenda No.:** 7.3.1.

SUBJECT:
Request Approval of Bid Award: 26B-063 NE 42nd Place (from NE 25th Avenue to NE 30th Court) Resurfacing - C. W. Roberts Contracting, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $287,251.90)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement advertised a bid for resurfacing NE 42nd Place from NE 25th Avenue to NE 30th Court. The scope of work will generally include milling and resurfacing existing asphalt pavement, constructing side street aprons, adjusting manholes and water valves, sodding shoulders, and restriping the pavement markings. A total of four (4) submittals were received in response to the solicitation, and the bid tabulation is provided below:

Firm - *Location*	**Bid Total**
C. W. Roberts Contracting, Inc. - *Ocala, FL*	$287,251.90
Art Walker Construction, Inc. - *Lowell, FL*	$298,242.00
Superior Asphalt, Inc. - *Oneco, FL*	$303,001.00
Anderson Columbia Co., Inc. - *Lake City, FL*	$317,854.02

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

Attached for review is a draft of the contract. Upon approval at today's meeting, it will be sent to C.W. Roberts Contracting, Inc. for signature and upon return, will be forwarded to the Clerk and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $287,251.90. Up to ten percent (10%) contingency will be added to the purchase order in accordance with the Procurement Manual. Funding is from BM761541-563221-TIP000001 (County Engineer 80% Gas Tax Fund).

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue a contract, and upon approval by Legal, authorize the Clerk and Chairman to execute the contract with C.W. Roberts Contracting, Inc., under 26B-063.

STANDARD FIXED PRICE AGREEMENT
BETWEEN COUNTY AND CONTRACTOR

This Standard Fixed Price Contract Between County and Contractor (this "Agreement"), made by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as the "COUNTY") and **C.W. Roberts Contracting, Inc.**, located at 2226 East Silver Springs Blvd., Ocala, FL 34470, possessing FEIN# 59-1683951, (hereinafter referred to as the "CONTRACTOR") under seal for **NE 42nd Place (from NE 25th Avenue to NE 30th Court) Resurfacing** (hereinafter referred to as the "Project"). COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

SECTION 1
THIS AGREEMENT AND THE CONTRACT DOCUMENTS

A. EFFECTIVE DATE

The agreement between COUNTY and CONTRACTOR, of which this Agreement is a part, consists of the Contract Documents defined herein. This Agreement shall be effective on the last signature date set forth below.

B. THE CONTRACT DOCUMENTS

1. The Contract Documents are defined as this Agreement with all its special terms and conditions, if any, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid # 26B-063 - NE 42nd Place (from NE 25th Avenue to NE 30th Court) Resurfacing, the Offer, Project Bid Scope and/or Specifications, Plans and drawings, Any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed

2. CONTRACTOR acknowledges receipt of a copy of each and every Contract Document.

3. The Contract Documents, and each item therein, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

4. Should any conflict arise between the contract documents and this Agreement, the terms of this Agreement shall govern.

C. ENTIRE AGREEMENT

The Contract Documents form the entire integrated agreement between the Parties for the Project that supersedes prior negotiations, representations or agreements either written or oral. This Agreement may be amended or modified only by a writing.

D. THE PRICE

COUNTY shall pay, and CONTRACTOR shall accept, as full and complete payment for all of the Work required and defined herein, the sum of **Two Hundred Eighty-Seven Thousand, Two Hundred Fifty-One and 90/100 Dollars ($287,251.90) based on unit pricing set forth in the Schedule of Values, Exhibit A, hereto,** (the "Price"). The Price shall not be modified except by Change Order as provided in this Agreement.

E. NO PRIVITY WITH OTHERS

Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between COUNTY and any other person or entity other than CONTRACTOR.

DRAFT

F. INTENT AND INTERPRETATION

1. The intent of this Agreement is to require complete, correct and timely execution of the Work. Any Work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by CONTRACTOR for the Price.
2. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by this Agreement.
3. When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
4. The words "include," "includes," or "including," as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation."
5. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement.
6. Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context or their usage clearly requires a contrary meaning.
7. CONTRACTOR shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to COUNTY of any inconsistency, ambiguity, error or omission which CONTRACTOR may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by COUNTY, or the Architect and/or Engineer, of the Contract Documents, Shop Drawings or Product Data, shall not relieve CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of CONTRACTOR's compliance with this Agreement.
8. COUNTY has requested the Architect and/or Engineer to prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, CONTRACTOR acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that CONTRACTOR has not, does not, and will not rely upon any representation or warranties by COUNTY concerning such documents as no such representation or warranties have been or are hereby made.
9. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
10. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control CONTRACTOR in dividing the Work or in establishing the extent or scope of the Work to be performed by subcontractors defined herein.

G. OWNER OF CONTRACT DOCUMENTS

The Contract Documents, and each of them, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

SECTION 2
THE WORK

A. Definition of "Work."

The term "Work" shall mean whatever is done by or required of CONTRACTOR to perform and complete its duties under the Contract Documents, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures,

DRAFT

appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement.

B. The Work to be performed by CONTRACTOR is generally described in 26B-063NE 42nd Place (from NE 25th Avenue to NE 30th Court) Resurfacing, ACCORDING TO THE PLANS AND SPECIFICATIONS FURNISHED BY COUNTY.

SECTION 3
TIME

A. Time is of The Essence.

All limitations of time set forth in the Contract Documents are of the essence for all performance obligations in this Agreement.

SECTION 4
FINAL COMPLETION

A. Definition of "Final Completion."

Final Completion is defined as having all Work completed, all Punch List Items corrected, final inspection completed and accepted by COUNTY. CONTRACTOR shall achieve Final Completion no later than **45 Calendar Days from Notice to Proceed** calendar days from the start date noted on the Notice to Proceed.

B. Certificate for Payment.

When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

C. Time and Liquidated Damages.

1. CONTRACTOR or CONTRACTOR's surety, if any, shall pay COUNTY liquidated damages; the sum of **$904** per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by COUNTY.
2. When COUNTY reasonably believes that Final Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due CONTRACTOR, an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays, if any. When CONTRACTOR overcomes the delay in achieving Final Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

D. Final Payment.

CONTRACTOR shall not be entitled to final payment until this Agreement is closed out requiring completion by CONTRACTOR and acceptance by COUNTY of the Work and all corrected Punch List Items; Final Inspection completed; and COUNTY's receipt of the following: CONTRACTOR's final Application for Payment requesting release of retainage (if any); CONTRACTOR's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which COUNTY, or COUNTY's property might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP

DRAFT

Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

SECTION 5
INSURANCE

A. No Waiver.

Neither approval by COUNTY, nor failure to disapprove by COUNTY, the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for the performance of any obligation, including CONTRACTOR's indemnification of COUNTY under this Agreement.

B. Insurance.

Until Project completion and all Work accepted by COUNTY, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

1. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**
   Coverage to apply for all employees at STATUTORY Limits in compliance with applicable State and Federal laws.
   - Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
   - CONTRACTOR, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
   - COUNTY requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.
2. **COMMERCIAL GENERAL LIABILITY**
   Coverage must be afforded under a Commercial General Liability policy with limits not less than
   - $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
   - $2,000,000 each occurrence for Products and Completed Operations
3. **BUSINESS AUTOMOBILE LIABILITY**
   Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.
   - In the event CONTRACTOR does not own vehicles, CONTRACTOR shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

SECTION 6
RETAINAGE

A. Retainage amounts for construction services shall be in accordance with Section 218.735, F.S.

B. For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

DRAFT

C. This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. Retainage shall be retained until final payment is issued to CONTRACTOR by COUNTY.

SECTION 7
PAYMENT OF THE AGREEMENT PRICE

A. PAYMENT PROCEDURE

COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

1. **Application for Payment.**
   a. **When; Frequency.**
   After commencement of the Work, and in no event more than once per calendar month, CONTRACTOR shall submit an Application for Payment.
   b. **Requirements.** Each Application for Payment must be:
      1) For the current work period ending the last working day of the month;
      2) Received by the Architect and/or Engineer no later than the first calendar day of the following month; and
      3) In such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require.
      4) Executed on behalf of CONTRACTOR by its Superintendent designated in Section "16(O)(2)" below.
   c. **Include; Exclude.** The Application for Payment may request payment for:
      1) That portion of the Agreement Price properly allocable to Agreement requirements including duly provided, labor, materials and equipment correctly incorporated in the Work;
      2) Plus, that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work; and
      3) Less, the total amount of previous payments received from COUNTY.
2. **Warranties.**
   a. **As to Title.** CONTRACTOR warrants that:
      1) Title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment; and
      2) All Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.
   b. **As to the Work.** In its Application for Payment, CONTRACTOR warrants that:
      1) The Work has progressed to the level for which payment is requested in accordance with the Schedule of Values **(Exhibit A)**;
      2) The Work has been properly installed or performed in full accordance with this Agreement; and
      3) CONTRACTOR knows of no reason why payment should not be made as requested.
3. **Review.**
   Thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity

DRAFT

and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

4. **Certificate for Payment.** When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR, through its Superintendent designated in Section "16(O)(2)" below, shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Agreement Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

B. Payment; Payment Amount.

1. Following the Architect's and/or Engineers receipt of each Application for Payment, COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act (the "Prompt Payment Act"), Sections 218.70-218.80, Florida Statutes (hereinafter "F.S."). Should CONTRACTOR'S construction services be paid for, in whole or in part, with Federal funds, COUNTY'S progress payments shall be subject to Federal grantor laws and regulations or requirements, if contrary to the Prompt Payment Act.
2. Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance.
3. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.

C. No Waiver.

1. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment is not a waiver and shall not preclude COUNTY from the exercise of any of its rights as set forth herein.
2. No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.
3. Neither COUNTY's review, approval, acceptance or, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and shall remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

D. Payment of Subcontractors.

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor

DRAFT

of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

E. Withheld Payment.

COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

1. Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;
2. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
3. Failure by CONTRACTOR to pay subcontractors or others in a timely and proper fashion;
4. Evidence that the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Agreement Price;
5. Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
6. Persistent failure to carry out the Work in accordance with the Contract Documents; or
7. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

F. Demand For Amounts Previously Paid.

In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY as contemplated in this Subsection, CONTRACTOR shall promptly comply with such demand.

G. Unexcused Failure To Pay.

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may, after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

SECTION 8
COUNTY

A. Information, Services and Items Required From County.

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

DRAFT

C. Right to Stop Work.

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order. Failure or refusal to perform the Work in accordance with this Agreement of failure to obey an order of COUNTY shall be deemed a material breach for which COUNTY may immediately terminate this Agreement.

D. Right to Perform Work.

If CONTRACTOR's Work is stopped by COUNTY, and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate written assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, COUNTY may thereafter, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

SECTION 9
CONTRACTOR

A. CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in it services.

B. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the Parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an Independent Contractor with respect to all services performed under this Agreement.

C. CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

D. CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

E. CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

F. Warranty.

CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

DRAFT

G. Permits and Fees.

CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

H. Funding Source/ Labor.

1. If construction under this Agreement is funded by State funds, CONTRACTOR shall:
   - **a.** Give preference to the employment of State residents for the performance of the Work on the Project if State residents have substantially equal qualifications to those of nonresidents, and
   - **b.** Post its employment needs in the job bank of the Florida Department of Economic Opportunity.
2. If the Work involves the expenditure of Federal aid funds, this Section shall not be enforced in such a manner as to conflict with or be contrary to Federal law:
   - **a.** Prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or
   - **b.** Prohibiting as unlawful any other preference or discrimination among U.S. citizens.

I. Indemnity.

1. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its elected officials, officers, employees, and agents, from and against any fines, suits, claims, demands, penalties, liabilities, losses, settlements, judgments, awards, and expenses, including reasonable attorney's fees and costs (and reasonable attorney's fees and costs on appeal), and damages (including but not limited to actual and consequential damages), which COUNTY, its elected officials, officers, employees, and agents may sustain, or which may be asserted against them, arising out of or allegedly arising out of or related to the activities contemplated by this Agreement, including, without limitation, harm or personal injury to third persons, to the extent attributable to the actions of CONTRACTOR, its agents and/or employees as well as any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by CONTRACTOR, its agents, and/or employees.
2. In claims against any person or entity indemnified under this Section by an employee of CONTRACTOR, a subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount of type or damages, compensation or benefits payable by or for CONTRACTOR or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This section shall survive the termination of this Agreement.

SECTION 10
CONTRACT ADMINISTRATION

A. The Architect and/or Engineer.

Douglas Hinton is COUNTY's referenced "Architect and/or Engineer." In the event COUNTY should find it necessary or convenient to replace the Architect and/or Engineer, COUNTY shall retain a replacement and the status of the replacement shall be that of the former Architect and/or Engineer.

B. Architect and/or Engineer Administration.

1. The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until the date Architect and/or Engineer issues a final Certificate for Payment. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents
2. COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.
3. The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.

DRAFT

4. The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR, those amounts then due CONTRACTOR as provided in this Agreement.
5. The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with the Contract Documents.
6. The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
7. The Architect and/or Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
8. The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of Contract Documents.
9. The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

C. Claims by CONTRACTOR.

1. All CONTRACTOR claims shall be initiated by written notice and claim sent to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
2. Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with Contract Documents. The resolution of any claim under this Subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

D. Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in Contract Documents, be encountered, the Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must give COUNTY and the Architect and/or Engineer written notice and claim as provided in this Subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

E. Claims for Additional Cost – If CONTRACTOR wishes to make a claim for an increase in the Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1. In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including subcontractors, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

DRAFT

F. Claims for Additional Time – If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this Subsection, any claim for extension of time shall be waived.

SECTION 11
SUBCONTRACTORS

A. Definition.

A subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. Award of Subcontractors.

1. Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.
2. All subcontracts shall afford CONTRACTOR rights against the subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein, including those rights afforded to COUNTY.

SECTION 12
CHANGES IN THE WORK

A. Changes Permitted.

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Field Order or by Change Order.

B. Field Orders.

The Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Price or in Agreement Time and not inconsistent with the intent of this Agreement. Such changes shall be signed by CONTRACTOR's Superintendent designated in Section "16(O)(2)" below, and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

C. "Change Order" Defined.

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Price or the Time, or any combination thereof. The Price and the Time may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners. Every Change Order shall be executed on behalf of CONTRACTOR only by that individual signing this Agreement on behalf of CONTRACTOR.

DRAFT

D. Changes in the Unit Prices.

1. If unit prices are provided for in this Agreement, any changes in the unit prices, as set forth on Exhibit A, resulting from a Change Order, shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the unit prices being set forth in the Change Order, (2) such change in the unit prices, together with any conditions or requirements related thereto, being initialed by both Parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.
2. If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the unit prices, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.
3. If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

E. Effect of Executed Change Order.

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Price, Time and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

F. Notice of Surety; Consent.

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to COUNTY a rider to the original bond as provided by the surety.

SECTION 13
UNCOVERING AND CORRECTING WORK

A. Uncovering Work.

If any of the Work is covered contrary to the Architect and/or Engineer's request or to any provisions of the Contract Documents, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Time.

DRAFT

B. Correct Work.

1. Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Time for completion.
2. CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to the Contract Documents. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect and/or Engineer's services and expenses made necessary thereby.

C. Warranty.

If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. One Year Duty.

Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under the Contract Documents. Establishment of the one year time period relates only to the duty of CONTRACTOR to specifically correct the Work.

E. County May Accept Defective or Nonconforming Work.

If COUNTY chooses to accept defective or nonconforming Work, COUNTY may do so. In such event, the Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Price, if any, is insufficient to compensate COUNTY for its acceptance of defective or nonconforming Work, CONTRACTOR shall, upon written demand from COUNTY, pay COUNTY such remaining compensation for accepting defective or nonconforming Work.

SECTION 14
AGREEMENT TERMINATION

A. TERMINATION.

Either Party, upon determination that the other Party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting Party in the manner specified for the giving of notices herein. Termination of this Agreement by either Party for any reason shall have no effect upon the rights or duties accruing to the Parties prior to termination.

1. Termination by COUNTY For Cause.

a. If CONTRACTOR persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Agreement, then COUNTY may provide written notice to CONTRACTOR, without prejudice to any other right or remedy, terminate the employment of CONTRACTOR and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR any may finish the Work by whatever methods it may deem

DRAFT

expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

b. In the event the employment of CONTRACTOR is terminated by COUNTY for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the referenced provisions shall apply.

c. COUNTY has the right to reject participation in this Agreement from anyone who has had previous business with COUNTY and therein failed to comply with the contract governing the project, who has been in litigation with COUNTY, or who has failed to obey the laws.

2. **Termination by COUNTY For Convenience**

a. COUNTY reserves the right to terminate performance under this Agreement by CONTRACTOR for convenience. COUNTY shall give written notice of such termination to CONTRACTOR to specify when termination becomes effective.

b. CONTRACTOR shall incur no further obligations in connection with the Work and CONTRACTOR shall stop Work when such termination becomes effective. CONTRACTOR shall also terminate outstanding orders and subcontractors. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and/orders. COUNTY may direct CONTRACTOR to assign CONTRACTOR's right, title and interest under terminated orders or subcontracts to COUNTY or its designee.

c. CONTRACTOR shall transfer title and deliver to COUNTY such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as CONTRACTOR may have.

d. CONTRACTOR shall submit a termination claim to COUNTY and the Architect and/or Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect and/or Engineer. If CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, COUNTY shall pay CONTRACTOR, an amount derived in accordance with the Subsection below.

e. COUNTY and CONTRACTOR may agree to the compensation, if any, due to CONTRACTOR hereunder.

f. Absent agreement to the amount due to CONTRACTOR, COUNTY shall pay CONTRACTOR the following amounts:

(1) Contract prices for labor, materials, equipment and other services accepted under this Agreement.

(2) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating CONTRACTOR's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that CONTRACTOR would have not profited or would have sustained a loss if the entirety of this Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rated of loss, if any.

(3) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof. This total sum to be paid CONTRACTOR shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

3. **For Loss of Funding/Cancellation for Unappropriated Funds.**

CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Consequently, any agreement, verbal or written, COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. COUNTY may enter into agreements whose duration exceeds one year, however any such agreement shall be executory only for the value of the services to be rendered which COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, COUNTY's

DRAFT

performance and obligation to pay CONTRACTOR under this Agreement is contingent upon annual appropriations being made for that purpose. If during the term of this Agreement COUNTY does not make an annual appropriation necessary to continue its performance under this Agreement, then this Agreement shall terminate upon the expiration date. The Parties will execute an amendment to this Agreement that confirms any termination required by this Section.

SECTION 15
MISCELLANEOUS

A. LAW, VENUE, WAIVER OF JURY TRIAL, ATTORNEY'S FEES.

This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for State or Federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the Parties consent to trial by the court and waive right to jury trial, (3) the prevailing Party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of this Agreement.

B. SUCCESSORS AND ASSIGNS.

COUNTY and CONTRACTOR bind themselves, their successors, assigns and legal representatives to the other Party hereto and to successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in this Agreement. CONTRACTOR shall not assign this Agreement without written consent of COUNTY and only with a document of equal dignity herewith.

C. SURETY BONDS.

CONTRACTOR shall, if required, acquire, record with the County Clerk, and furnish separate payment and performance bonds to COUNTY. Each bond shall set forth a penal sum in an amount not less than the Price. Each bond furnished by CONTRACTOR shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. In the event the Price is adjusted by Change Order executed by CONTRACTOR, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The payment and performance bonds furnished by CONTRACTOR shall be in a form suitable to COUNTY and shall be executed by a surety, or sureties, reasonably suitable to COUNTY, and shall be filed with the County's Clerk of Court.

D. DAMAGE TO PROPERTY.

CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

E. USE OF OTHER CONTRACTS.

COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or County governmental agency, school board, community college/State university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation and/or this Agreement if it is in the best interest of COUNTY.

F. EMPLOYEE ELIGIBILITY VERIFICATION.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

2. Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by

DRAFT

CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

3. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this Subsection and agrees:

(a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.

(b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

(c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

(d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.

(e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.

(f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.

(g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.

(h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Subsection.

(i) Any such termination under this Subsection is not a breach of this Agreement and may not be considered as such.

(j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.

(k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

G. FORCE MAJEURE.

Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), war, riot, or insurrection, inability to obtain required permits or licenses, acts of God, hurricanes and severe floods, epidemics and pandemics.

DRAFT

H. COUNTERPARTS.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

I. AUTHORITY TO OBLIGATE.

1. The individual signing below is:
   a. An officer or member of CONTRACTOR verifiable on https://dos.myflorida.com/ sunbiz/ or
   b. Has, in advance, provided a form of written authority to bind CONTRACTOR in a form acceptable to COUNTY and signed by a representative of CONTRACTOR as described in Section "I(1)(a)" above.
2. The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing and to sign all documents referenced in this Agreement on behalf of CONTRACTOR.

J. PUBLIC RECORDS COMPLIANCE.

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
   1. Keep and maintain public records required by COUNTY to perform the Work;
   2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
   4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 F.S. and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of this Agreement.

DRAFT

K. CONTRACTOR CONDUCT.

1. These Guidelines govern CONTRACTOR while doing work on COUNTY's property, as well as its employees, agents, consultants, and others on COUNTY's property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.
   a. Courtesy and Respect: COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
   b. Language and Behavior: CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY's property is not permitted under any circumstance.
   c. No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY's property and/or reported to law enforcement.
   d. Smoking: CONTRACTOR and its employees are not permitted to smoke in or near COUNTY's buildings.
   e. Fraternization: CONTRACTOR and its employees may not fraternize or socialize with COUNTY's staff.
   f. Appearance: CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
   g. Reporting: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, should be reported to COUNTY's Procurement Services Department immediately.
2. CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will takes all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY's property and prohibited actions could result in the immediate termination of any or all contracts or agreements CONTRACTOR has with COUNTY.

L. SCRUTINIZED COMPANIES.

A. Certification.
   1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or

DRAFT

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.

M. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

N. ON-GOING COMPLIANCE

The Parties acknowledge that this Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this Agreement. The Parties understand and agree that this Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

O. SUPERVISION.

1. CONTRACTOR shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from CONTRACTOR to the contrary, the superintendent shall be deemed CONTRACTOR's authorized representative at the site and shall be authorized to receive and accept any and all communications from COUNTY or the Architect and/or Engineer.

DRAFT

2. Key supervisory personnel assigned by CONTRACTOR to this Project are as follows:

	Project Manager
	Superintendent Sole member of personnel to authorized to execute Applications for Payment, request final inspection, and execute Field Orders.
	Foreman
	Equipment Operator(s)

P. NOTICES.

1. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served or when reflected by a receipt, i.e, an electronic mail read receipt, a courier service delivery receipt, or when receipt is acknowledged by recipient. All Parties certify that each has software capable of sending electronic mail read receipts to the other. Any Party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: C.W. Roberts Contracting, Inc.
2226 East Silver Springs Blvd., Ocala, FL 34470
CONTACT PERSON: Stuart Savoy | Phone: 352-330-2540

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

2. Election to Solely Receive Notice by Email.
Alternatively, the Parties may elect to receive said notices by e-mail.

a. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org.

b. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with such method, CONTRACTOR may designate up to two (2) e-mail addresses. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.
ssavoy@cwrcontracting.com and dweeks@cwrcontracting.com.

[Signatures on next page]

DRAFT

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
CLERK OF COURT

FOR RELIANCE BY MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER,
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

CARL ZALAK, III DATE
CHAIRMAN

BCC APPROVED:
June 2, 2026
26B-063 | NE 42nd Place (from NE 25th Avenue to NE 30th Court) Resurfacing

****

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS

SIGNATURE

PRINTED NAME

C.W. ROBERTS CONTRACTING, INC.

BY: DATE

PRINTED:

ITS: (TITLE)

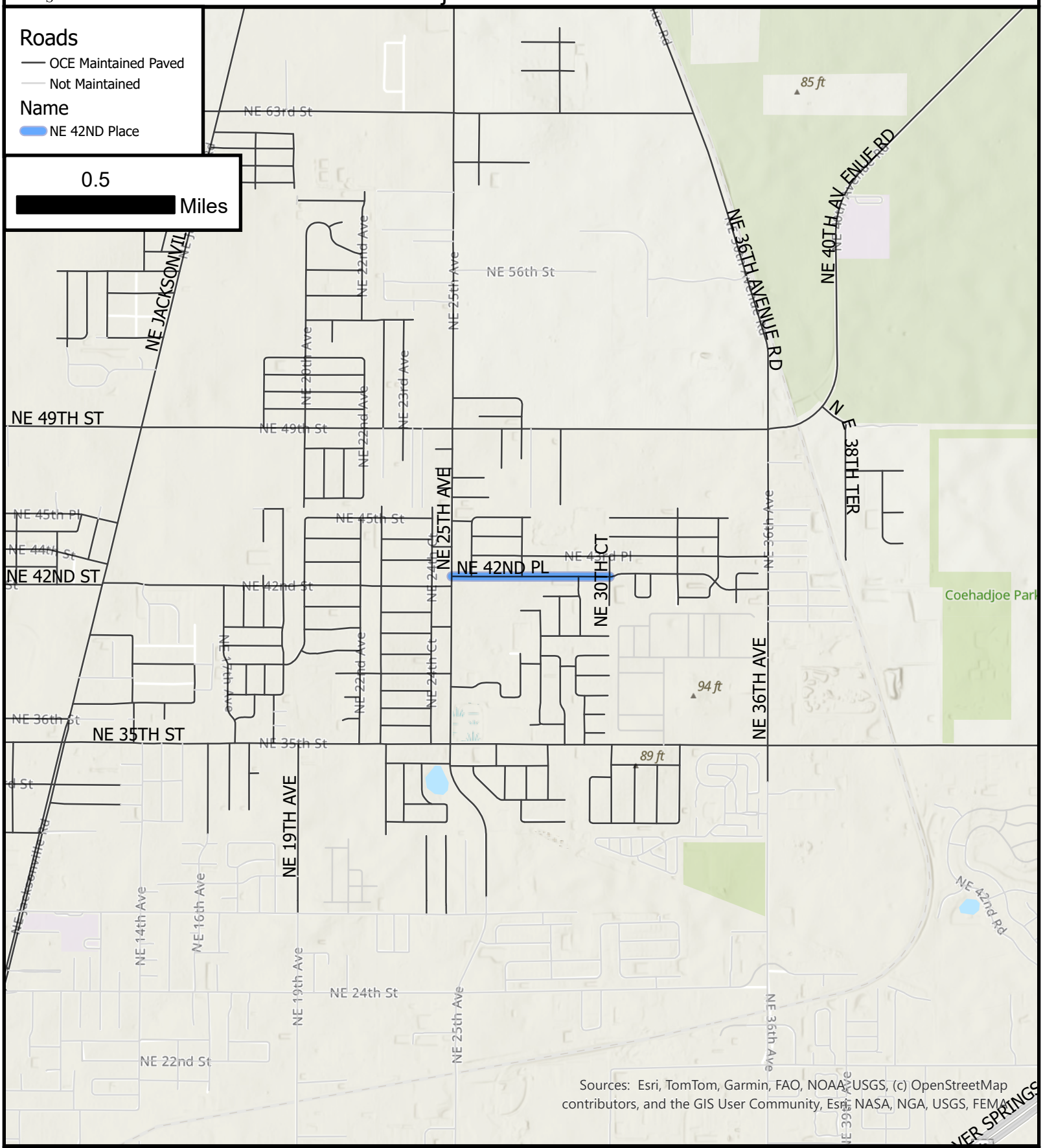
DRAFT

Exhibit A - Schedule of Values

					C W ROBERTS CONTRACTING INC	
Items	OCEItem#	FDOTItem#	QTY	Unit	UnitPrice	TotalBid
						$79,300.00
MOBILIZATION	1	0101 1	1	LS	$38,575.00	$38,575.00
MAINTENANCE OF TRAFFIC	2	0102 1	1	LS	$28,725.00	$28,725.00
CLEARING & GRUBBING	3	0110 1 1	1	LS	$12,000.00	$12,000.00
						$150,605.00
ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC 9.5, PG 76-22 (SPREADRATE: 165LB/SY)	4.1	0337 7 82	700	TN	$180.00	$126,000.00
MILLING EXISTING ASPHALT PAVEMENT, 3/4" AVG DEPTH	4.2	0327 70 19	7030	SY	$3.50	$24,605.00
						$33,682.50
ROADSIDE SOD (BAHIA OR MATCH EXISTING)	5.1	0570 1 2	2430	SY	$6.00	$14,580.00
LIMEROCK (FOR SHOULDER) (1.5")	5.2	N/A	205	TN	$23.50	**$4,817.50**
PROOFROLL	5.3	N/A	2430	SY	$3.25	$7,897.50
SILT FENCE-STAKED TYPE III (SEDIMENT	6	0104 10 3	5300	LF	$1.00	$5,300.00
MOWING	7	0107 2	1.5	AC	$725.00	$1,087.50
						$21,944.40
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	8.1	0710 11201	0.86	GM	$6,500.00	$5,590.00
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOPLINE, 24"	8.2	0710 11125	173	LF	$3.50	$605.50
THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	8.3	0711 16201	0.856	GM	$10,500.00	$8,988.00
THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, FOR STOP LINE, 24"	8.4	0711 11125	173	LF	$9.50	$1,643.50
RAISED PAVEMENT MARKER, TYPE B (A/A)	9	0706 1 3	142	EA	$4.70	$667.40
MANHOLE, ADJUST, UTILITIES	10	0425 5 1	9	EA	$450.00	$4,050.00
UTILITY FIXTURE, VALVE ASSEMBLY, ADJUST/MODIFY	11	1080 24500	1	EA	$400.00	$400.00
						$1,720.00
SINGLE COLUMN GROUND SIGN ASSEMBLY, INSTALL (1 - R1-1 & 2 - R62)	12.1	0700 1400	3	EA	$500.00	$1,500.00
SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE (YIELD SIGN & POST)	12.2	0700 1600	1	EA	$110.00	$110.00
SIGN PANEL, REMOVE, UP TO 12 SF (YIELD SIGN ONLY)	12.4	0700 3601	1	EA	$110.00	$110.00
				Total Cost	**$287,251.90**	

DRAFT

NE 42nd Place Resurface
(From NE 25th Av to NE 30th Ct)
Project # TIP000001



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 03/09/2026

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23029 **Agenda Date:** 6/2/2026 **Agenda No.:** 7.3.2.

SUBJECT:
Request Approval of Bid Award: 26B-072 Marion County Animal Services - Building Demolition - Patriot Contracting of CF, LLC., Ocala, FL (Budget Impact - Neutral; expenditure of $54,963.36)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Facilities Management, Procurement advertised a bid seeking qualified and experienced contractors for demolition services and site restoration of the Marion County Animal Services facilities. The project includes the demolition and removal of approximately 32,806 square feet of structures, access roads, parking areas, utilities, and associated site elements and restored to a rough grade. Solid Waste is paying for this demolition in preparation for the future expansion of the landfill. Six (6) submittals were received; the tabulation is listed below:

Vendor - *Location*	Bid
Patriot Contracting of CF, LLC. - *Ocala, FL*	$54,963.36
A & A Trucking & Excavating - *Ocala, FL*	$124,294.00
Excavation Specialist LLC - *Ocala, FL*	$157,685.00
Williams Construction Company LLC. - *Winter Haven, FL*	$175,962.50
Ho-Man Contracting LLC - *Ocala, FL*	$184,630.44
NuJak Companies, Inc. - *Lakeland, FL*	$252,976.40

Facilities staff recommend Patriot Contracting of CF, LLC. (Patriot) receive the award as the lowest, most responsive, and most responsible bidder.

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

BUDGET/IMPACT:
Neutral; expenditure of $54,963.36. Up to 10% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from ZA423534-562102 (Solid Waste Disposal Fund)

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue a contract and upon approval by Legal, authorize the Chairman and Clerk to execute the contract under 26B-072.

Marion County
Board of County Commissioners

Procurement Services

2631 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

June 2, 2026

Zachary Smallridge
Patriot Contracting of CF, LLC
P.O. BOX 967
Ocala, FL 34478
Delivered via email to: zach@patriotcf.com

Award of Project # 26B-072 ~ Marion County Animal Services – Building Demolition

On behalf of the Marion County Board of County Commissioners, it is our pleasure to notify you of the award of the Project listed above. The following are required to complete the contract process, and shall be returned within one (1) week: *Documents can be returned via email, fax, or courier (USPS, FedEx, UPS, hand delivery).*

- One (1) set of the contract with exhibits, if applicable, fully executed before two witnesses - *if a person other than a company Officer signs, a statement must be included noting the signatory's authorization to sign on behalf of the company.*

- One (1) copy of the activated insurance certificate, showing "Marion County, a political subdivision of the State of Florida" as Additional Insured, and in accordance with the Solicitation. This can be scanned. (See attached sample illustrating what is required).

- No payment(s) shall be rendered until all required documents have been received, in good order and deemed complete by the Marion County Procurement Services Department.

We look forward to doing business with you.

Susan Olsen
Procurement Services Director

xc: Facilities Management
/mm
Rev 10.8.2018

DRAFT

INFORMATION REQUIRED ON COI FOR MARION COUNTY
(Type & Minimum Coverage as Specified in Contract)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
NAME & ADDRESS	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ABC Insurance Company	12345
INSURER B :	XYZ Insurance Company	98765
INSURER C :	INCLUDE ALL THAT APPLY	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: CONTRACTOR NAME & ADDRESS

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 0
		X		ABC1234	00/00/00	00/00/00	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				CURRENT DATES		GENERAL AGGREGATE	$ 1,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X			00/00/00	00/00/00	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY				CURRENT DATES		PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE				00/00/00	00/00/00	AGGREGATE	$
	DED RETENTION $				CURRENT DATES			$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A	Y		00/00/00	00/00/00	E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				CURRENT DATES		E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME & NUMBER

CERTIFICATE HOLDER

Marion County BOCC
2631 SE Third Street
Ocala, FL 34471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DRAFT

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 **Patriot Contracting of CF, LLC**, located at 4400 SE 73rd Street, Ocala, FL 34480, with a mailing address of PO Box 967, Ocala, FL 34478 possessing FEIN# 99-2229632 (hereinafter referred to as "CONTRACTOR") under seal for the Marion County Animal Services – Building Demolition, (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 June 2, 2026 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 #26B-072 - Marion County Animal Services – Building Demolition, 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 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 Marion County Animal Services – Building Demolition, per the Contract Documents, Exhibit A – Scope of Work, Exhibit B - Construction Standards, hereto, and within the Term.

Section 6 - Compensation. COUNTY shall make payment of Fifty-Four Thousand Nine Hundred Sixty-Three Dollars and 36/100, ($54,963.36), (the "Agreement Price"), to CONTRACTOR under COUNTY's established procedure and according to the schedule set forth in Exhibit B - Construction Standards, and the Exhibit C - Schedule of Values, hereto. There shall be no provisions for pricing adjustments during the Term.

Section 7 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 8 – Assignment. CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 9 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times

DRAFT

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

DRAFT

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

DRAFT

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.
a) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
b) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
c) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
d) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
e) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
f) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
g) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
i) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 21 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or

DRAFT

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.

DRAFT

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

DRAFT

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: Patriot Contracting of CF, LLC
4400 SE 73rd Street, Ocala, FL 34480
CONTACT PERSON: Zachary Smallridge | 352-598-0569

COUNTY: Marion County Facilities Management
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: zach@patriotcf.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

CARL ZALAK, III DATE
CHAIRMAN

BCC APPROVED: June 2, 2026
26B-072 | Marion County Animal Services – Building Demolition

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

PATRIOT CONTRACTING OF CF, LLC

BY: DATE

PRINTED:

ITS: (TITLE)

DRAFT

26B-072 Marion County Animal Services – Building Demolition

1. Invitation to Bid

Marion County Facilities Department solicited sealed bids from qualified, licensed contractors to provide demolition services for the Marion County Animal Services facilities located at 5701 SE 66th St, Ocala, FL 34480.

2. Scope of Work

The Contractor shall furnish all labor, materials, equipment, supervision, and incidentals necessary to complete demolition and site restoration.

2.1 General Description

The project consists of demolition across approximately three and a half (3.5) acres, including:

- Multiple structures totaling approximately 32,806.36 **square feet**
- Partial removal of access roads
- Demolition of parking areas (concrete and asphalt)
- Removal of CMU, Wood, Aluminum, Metal, Concrete and all other associated site elements
- Proper removal of all onsite Utilities to include but not limited to, electrical, water, sewer, cable, internet and some specified stormwater systems but not all.

All debris shall be removed and disposed of in accordance with all federal, state and local laws, codes and statutes.

2.2 Pre-Demolition Requirements

The Contractor shall:

- Coordinate demolition activities with the County
- Verify existing site conditions prior to bid
- County will coordinate utility disconnections

DRAFT

- Comply with all applicable environmental regulations

Hazardous Materials:

Any known reports will be provided by the County, if available. Handling and disposal of unidentified hazardous materials encountered during demolition shall be addressed via change order unless otherwise specified.

2.3 Demolition Requirements

- Complete demolition of all identified structures
- Removal of slabs, footings, and foundations unless otherwise directed
- Removal of designated pavement (to include the base materials) areas
- Removal of debris, abandoned utilities, and surface obstructions

2.4 Stormwater Conveyance Systems

- Removal of **specified** Stormwater conveyance systems
- Removal of six-foot (6') Chain link fence with barbed wire
- Backfill with suitable onsite material

2.5 Site Controls

The Contractor shall provide:

- Dust suppression
- Erosion and sediment control (per applicable regulations)
- Site safety measures, including fencing and signage
- Protection of adjacent structures and utilities

2.6 Disposal Requirements

- All debris must be transported to a licensed disposal facility
- Dump tickets and disposal documentation shall be provided to the County upon request
- Recycling is encouraged where feasible and cost effective.

2.7 Final Site Conditions

- Site shall be left **clear, graded, and free of debris**

DRAFT

- Rough grading is required unless otherwise specified
- Disturbed areas shall be stabilized (seed and mulch)

2.8 Project Schedule

- Completion within ninety (90) calendar days from Notice to Proceed (NTP)
- Contractor shall submit a project schedule prior to mobilization

2.9 Hours of Operations

- All work should be during normal business hours Monday-Friday 8:00am-5:00pm.
- Work on weekends is possible with proper notification and prior authorization of Marion County Facilities.
- Work prior to 08:00 A.M. and after 5:00 P.M. may be permitted with proper notification and prior authorization of Marion County Facilities.

3. Bid Form

- Bid Form is the Bid Table within the Euna/Bonfire project solicitation. Please complete it in its entirety.

4. Contractor Qualifications

Bidders must:

- Hold appropriate State of Florida contractor licensing
- Have experience with similar demolition projects
- Maintain required insurance coverage

5. Insurance Requirements

The Contractor shall maintain, at minimum:

- Commercial General Liability

  Coverage must be afforded under a Commercial General Liability policy with limits not less than:

DRAFT

• $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

- 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.

- Workers' Compensation

  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.

6. Permits and Regulations

The Contractor shall:

- Obtain all required permits unless otherwise specified
- Comply with all local, state, and federal regulations
- Adherent to OSHA standards

DRAFT

7. Measurement and Payment

- Quantities provided are **approximate and for bidding purposes only**

8. Addenda

All addenda issued by the County shall become part of the contract documents. Vendors are required to obtain any and all addenda prior to submission of their bid.

9. Award of Contract

Award shall be made to the **lowest responsive and responsible bidder** whose bid meets all requirements of the solicitation.

The County reserves the right to:

- Reject any or all bids
- Accept the bid deemed in the best interest of the County

[END]

DRAFT

Limits of Site work Demolition within the red outline
Specified Fence removal orange outline
Stormwater system to be removed in blue
Asphalt to be saved
Stormwater Cross pipe to be saved

EXHIBIT B
CONSTRUCTION STANDARDS

SECTION 1
THE WORK

A. **PERFORM ALL WORK.**
CONTRACTOR shall perform all Work required, implied or reasonably inferable from, this Agreement.

B. **"WORK" DEFINED.**
The term "Work" shall generally mean whatever is done by or required of CONTRACTOR to perform and complete its duties under this Agreement, including the following: construction of the whole or a designated part of the Project; acquiring, recording, and furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement. Work to be performed by CONTRACTOR is generally described as being according to the plans and specifications furnished by COUNTY.

SECTION 2
RETAINAGE

A. **STATUTE GOVERNS.**
Retainage amounts for construction services shall be in accordance with §218.735, F.S.

B. **AMOUNT REQUIRED.**
For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

C. **DOES NOT APPLY IN LIMITED CIRCUMSTANCES.**
This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. **WITHHELD UNTIL FINAL COMPLETION.**
Retainage shall be withheld until the Project has reached final completion and is accepted by COUNTY. Final completion is defined as having all Work completed, all punch list items corrected, and final inspection completed and accepted by COUNTY. Upon final completion, CONTRACTOR shall submit the final payment application requesting release of retainage along with Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in F.S. 713.01, who performed Work on the Project. Retainage shall not be fully released until all Waivers of Right to Claim Against the Payment Bond (Final Payment) have been submitted to COUNTY.

SECTION 3
PAYMENT OF THE AGREEMENT PRICE

A. **PROGRESS PAYMENTS.**
COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

B. **PAYMENT PROCEDURE.**
PROGRESS PAYMENTS – Based upon CONTRACTOR's Application for Payment submitted to the Architect and/or Engineer and upon Certificates for Payment subsequently issued to COUNTY by the Architect and/or Engineer, COUNTY shall make progress payments to CONTRACTOR on account of the Agreement Price.

DRAFT

C. **APPLICATION FOR PAYMENT.**

On or before the 25th day of each month after commencement of the Work, CONTRACTOR shall submit an Application for Payment for the period ending the last working day of the month to the Architect and/or Engineer in such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require. Therein, CONTRACTOR may request payment for that portion of the Agreement Price properly allocable to Agreement requirements properly provided, labor, materials and equipment properly incorporated in the Work plus that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work, less the total amount of previous payments received from COUNTY.

1) **CONTRACTOR'S REPRESENTATION.**

Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by CONTRACTOR and shall constitute CONTRACTOR's representation that the Work has progressed to the level for which payment is requested in accordance with this Agreement, that the Work has been properly installed or performed in full accordance with this Agreement, and that CONTRACTOR knows of no reason why payment should not be made as requested, thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

2) **PAYMENT.**

COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act, §§218.70-218.80, F.S. following the Architect's and/or Engineer's receipt of each Application for Payment. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment shall not preclude COUNTY from the exercise of any of its rights as set forth in this Agreement.

D. **WARRANTS TITLE.**

CONTRACTOR warrants that title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

E. **PAY SUBCONTRACTOR.**

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

F. **NOT ACCEPTANCE OF WORK.**

No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

G. **WITHHELD PAYMENT.**

1) COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

(a.) Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;

DRAFT

(b.) Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
(c.) Failure by CONTRACTOR to pay subcontractors or others in a prompt and proper fashion;
(d.) Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Agreement Price;
(e.) Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
(f.) Persistent failure to carry out the Work in accordance with the Contract Documents; or
(g.) Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

2) In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY, CONTRACTOR shall promptly comply with such demand.

H. **UNEXCUSED FAILURE TO PAY.**

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

SECTION 4
COUNTY

A. **WRITTEN AND TANGIBLE MATERIAL.**

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. **APPROVALS; EASEMENTS.**

Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. **COPIES OF CONTRACT DOCUMENTS.**

COUNTY shall furnish CONTRACTOR, free of charge, four (4) copies of the Contract Documents for execution of the Work. CONTRACTOR will be charged, and shall pay COUNTY, all actual costs for each additional set of the Contract Documents which it may require.

D. **RIGHT TO STOP WORK.**

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order.

E. **COUNTY'S RIGHT TO PERFORM WORK.**

If CONTRACTOR's Work is stopped by COUNTY and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, then COUNTY may, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order, defined herein, shall be issued deducting from the Agreement Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Agreement Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

DRAFT

F. **TIME FOR CORRECTION.**

Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or the COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Contract Time for completion.

SECTION 5
CONTRACTOR

A. **CONTRACTOR DUTY.**

CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

B. **IN ACCORDANCE WITH THIS AGREEMENT.**

CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

C. **RESPONSIBLE. FOR WORK.**

CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

D. **WARRANTY.**

CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

E. **PERMITS AND FEES.**

CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/or ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

SECTION 6
CONTRACT ADMINISTRATION
BY ARCHITECT and/or ENGINEER

A. **REPRESENTATIVE OF COUNTY.**

The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in the Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until a final Certificate for Payment is issued. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents.

B. **COMMUNICATE THROUGH ARCHITECT AND/OR ENGINEER.**

COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.

DRAFT

C. **INTERPRETER; JUDGE.**

The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.

D. **CERTIFY PAYMENT.**

The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR those amounts then due CONTRACTOR as provided in this Agreement.

E. **AUTHORITY TO REJECT WORK.**

The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with requirements of the Contract Documents.

F. **APPROVE SUBMITTALS.**

The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

G. **CHANGE ORDER; FIELD ORDER.**

The Architect and/or Engineer will prepare Change Orders, defined herein, and may authorize minor changes in the Work by Field Order, defined herein, as provided elsewhere herein.

H. **DETERMINE BENCHMARKS.**

The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

I. **FINAL AS TO AESTHETICS.**

The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

J. **CLAIMS BY CONTRACTOR, NOTICE.**

All CONTRACTOR claims shall be initiated by written notice to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

K. **PROCEED; CHANGE ORDER.**

Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with this Agreement. The resolution of any claim under this subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

L. **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS.**

Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in the Contract Documents, be encountered, the Agreement Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must

DRAFT

give COUNTY and the Architect and/or Engineer written notice and claim as provided in this subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

M. **CLAIMS FOR ADDITIONAL COST.**

If CONTRACTOR wishes to make a claim for an increase in the Agreement Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to timely give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1) **Direct Costs.**

In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Agreement Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including Subcontractors, defined herein, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

N. **CLAIMS FOR ADDITIONAL TIME.**

If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this subsection, any claim for extension of time shall be waived.

O. **FIELD ORDERS.**

In the field, the Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Agreement Price or Term and not inconsistent with the intent of this Agreement. Such changes shall be affected by field order ("Field Order") and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

SECTION 7
SUBCONTRACTORS

A. "**SUBCONTRACTOR" DEFINED.**

A Subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. **AWARD OF SUBCONTRACTORS.**

Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a Subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed Subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.

C. **RIGHTS AGAINST SUBCONTRACTORS.**

All subcontracts shall afford CONTRACTOR rights against the Subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein.

DRAFT

SECTION 8
CHANGES IN THE WORK

A. **CHANGES PERMITTED.**

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

B. **"CHANGE ORDER" DEFINED.**

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Agreement Price or the Term, or any combination thereof. The Agreement Price and the Term may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners.

C. **HOW CHANGES ARE DETERMINED.**

Any changes in the Agreement Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the Agreement Price being set forth in the Change Order, (2) such change in the Agreement Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

D. **ALTERNATIVELY, REASONABLE EXPENDITURES.**

If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the Agreement Price, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Agreement Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Agreement Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.

E. **UNIT PRICES EQUITABLY ADJUSTED.**

If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of changed Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

F. **CHANGE ORDER EFFECT.**

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Agreement Price, Term and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

G. **NOTICE; CONSENT.**

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that

DRAFT

the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to the COUNTY a rider to the original bond as provided by the surety.

SECTION 9
UNCOVERING AND CORRECTING WORK

A. **UNCOVERING WORK.**
If any of the Work is covered contrary to the Architect's and/or Engineer's request or to any provisions of this Agreement, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Term.

B. **CORRECT WORK.**
CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to this Agreement. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect's and/or Engineer's services and expenses made necessary thereby.

C. **WARRANTY.**
If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with this Agreement, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. **NO ESTABLISHMENT OF LIMITATIONS OF TIME.**
Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under this Agreement. Establishment of the one year time period in this Section relates only to the duty of CONTRACTOR to specifically correct the Work.

DRAFT

26B-072 Marion County Animal Services – Building Demolition

			Total Cost	Patriot Contracting of CF $54,963.36	
#	Items	Unit	Quantity	UnitPrice	TotalCost
1					
#1-1	Mobilization, Permitting, and Insurance	LS	1	$568	**$568**
#1-2	Demolition of Structures (Approximately 33,000 SF Total)*	LS	1	$16,626.91	**$16,626.91**
#1-3	Pavement Demolition (Concrete/Asphalt – Roads & Parking)*	LS	1	$3,924.29	**$3,924.29**
#1-4	Hauling and Disposal of Debris (Off-Site)	LS	1	$25,346.47	$25,346.47
#1-5	SWPPP, Stormwater Abatement and Site Safety Measures	LS	1	$981.07	**$981.07**
#1-6	Removal of specified six-foot Chain link fence with barbed wire	LF	100	$1.67	**$167.00**
#1-7	Final Grading and Site Stabilization (Seed and Mulch)	LS	1	$7,349.62	$7,349.62

DRAFT

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23108 **Agenda Date:** 6/2/2026 **Agenda No.:** 7.3.3.

SUBJECT:
Request Approval of Bid Award: 26B-075 Bay Doors Annual Inspections, Maintenance and Repairs - D.H. Pace Company, Inc., Olathe, KS (Budget Impact - Neutral; estimated annual expenditure of $94,944.37)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Facilities Management, Procurement solicited bids from qualified and experienced contractors to provide annual inspections, maintenance, and repair services for bay doors at Marion County facilities. Two (2) responsive bids were received, and the tabulation is provided below:

Vendor - *Location*	Bid Amount
D.H. Pace Company, Inc - *Olathe, KS*	$50/inspection
C & D Industrial Maintenance - *Palmetto, FL*	$75/inspection

Two (2) non-responsive submittals were also received. Facilities staff recommend D.H. Pace Company, Inc receive the award as the lowest, most responsive, and most responsible bidder.

Attached for review is a contract draft. Upon approval at today's meeting, it will be sent to the Firm for signatures. Once returned, it will be forwarded to Legal, the Clerk, and Chairman for execution.

BUDGET/IMPACT:
Neutral; estimated annual expenditure of $94,944.37.
Funding is from:
AA180519-534101 = $14,310.00
AA180519-546101-180RAMP26-FAC GENERAL = $10,634.37
EF300522-546101 - $75,000 (Fire Rescue and EMS Fund).

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue a contract and upon approval by Legal, authorize the Chairman and Clerk to execute the contract under 26B-075.

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **D.H. Pace Company, Inc.**, located at 1901 East 119th Street, Olathe, KS 66061, possessing FEIN# 43-1012574 (hereinafter referred to as "FIRM") under seal for the Bay Doors Annual Inspections, Maintenance and Repairs, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hero executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #26B-075 - Bay Doors Annual Inspections, Maintenance and Repairs, the Offer, Scope and/or Specifications, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, and Certificates of Insurance.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 - Term. This Agreement shall **commence July 1, 2026** and with Board of County Commissioner's approval and be in effect through June 30, 2028. Two (2) additional two (2) year renewals are available upon mutual agreement and approval of the Board. ("Term") TIME **IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work 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 4 – Scope of Services. As per specifications and requirements of 26B-075, FIRM shall provide complete Professional Services as stated in the Exhibit A - Scope of Work, hereto, "the Work."

Section 5 – Compensation. COUNTY shall make payment to FIRM under COUNTY's established procedure, upon completion of the Work, per the rates set forth in Exhibit B – Schedule of Values. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

DRAFT

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

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

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. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

DRAFT

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY
Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.
Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.
COMMERCIAL GENERAL LIABILITY
Coverage must be afforded under a Commercial General Liability policy with limits not less than
$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
$2,000,000 each occurrence for Products and Completed Operations
BUSINESS AUTOMOBILE LIABILITY
Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.
In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

DRAFT

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
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.
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.
FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
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.
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.
If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
Any such termination under this subsection is not a breach of this 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 subcontractors, and making 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 this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

DRAFT

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hard copy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.
Courtesy and Respect: COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
Language and Behavior: FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Rough housing, 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 workwear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.
A. Certification.
1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or

DRAFT

b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
b. Engaged in a boycott of Israel.
B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
a. Submitted a false certification as provided under Section 287.135(5), F.S., or
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
c. Been engaged in business operations in Cuba or Syria; or
d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.
C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: EXHIBIT A - Work for the project.

DRAFT

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: D.H. Pace Company, Inc.
1901 East 119th Street, Olathe, KS 66061
CONTACT PERSON: Rex Newcomer | Phone: (407) 563-3668

COUNTY: Marion County Facilities Management
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: Ryan.DiCocco@dhpace.com and Mitch.Seymour@dhpace.com. Designation signifies FIRM's election to accept notices solely by e-mail.

DRAFT

[THIS AREA INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

CARL ZALAK, III DATE
CHAIRMAN

BCC APPROVED: June 2, 2026
26B-075 | Bay Doors Annual Inspections, Maintenance and Repairs

D.H. PACE COMPANY, INC.

BY: DATE

PRINTED:

ITS: (TITLE)

DRAFT

Scope of Work for
Bay Doors Annual Inspections, Maintenance and Repairs

Facilities Management solicited bids for the annual maintenance inspections of bay doors, and for repairs as needed. The contract term shall be for two (2) years with two, two-year renewal options.

SECTION 1 - QUALIFICATIONS

1.1 All Contractor's employees performing work under the contract shall be properly trained, qualified and certified to conduct annual bay door inspections and related maintenance.

1.2 The Contractor shall comply with all applicable safety regulations, follow industry safety standards, and use only industry-approved safety equipment while performing services.

SECTION 2 – SCOPE AND INTENT

2.1 Contractor shall provide annual maintenance inspections, and repair services for all bay doors at County facilities. A list of County buildings is provided with this scope of work. Sites may be added to or removed from the contract during the contract period at the County's discretion.

2.2 The Contractor shall provide pricing for:

- Annual inspections and maintenance for electric bay doors
- Annual inspections and maintenance for manual bay doors
- Service and emergency call repairs

2.3 The Contractor shall furnish all transportation, labor, equipment, materials, tools, and all services necessary to inspect, maintain, repair, or replace bay doors throughout the contract period.

2.4 The Contractor shall not perform work at any location not listed in the approved facility list without prior authorization from the designated County representative via email.

2.5 The County reserves the right to repair doors and gates associated with this contract at its discretion without any recourse of action.

2.6 Emergency Repairs - Requests for emergency services shall be verbally acknowledged and confirmed by the Contractor within two (2) hours of notification. The Contractor shall initiate a response to such emergency service requests within four (4) hours of notification.

2.7 If emergency repairs cannot be completed within the initial response time, the Contractor shall make every reasonable effort to perform temporary or limited repairs sufficient to maintain effective operation until permanent repairs can be completed. Affected door(s) shall be secured in the closed position until permanent repairs are made. Any broken

DRAFT

glass shall be removed and the opening properly secured to ensure safety and to secure the fire station.

SECTION 3 – REQUIREMENTS

3.1 The Contractor shall be available to provide service seven (7) days a week, 24 hours a day, including emergency services.

3.2 The Contractor shall notify Facilities Management when repairs are required. The Contractor is authorized to perform repairs with a total cost not to exceed $500, inclusive of labor and materials, without prior written approval. Any repair work exceeding $500 shall require prior written approval from Facilities Management or designee via email before such work is performed.

3.2 The Contractor shall perform all services without the use of subcontractors.

3.3 For security reasons, all contractors' personnel must have uniform and employee badge, so they are always easily recognizable while on the property.

3.4 Scheduling **-** The Contractor shall submit an inspection schedule monthly. The county's designated staff representative shall review and confirm the schedule with the Contractor, via email. The Marion County holiday schedule will be provided during the award meeting.

3.5 The Contractor shall provide Facilities Management the contact information of the designated staff members who will serve as a point of contact between the Contractor and Facilities Management during the award meeting.

3.5 Facilities Management reserves the right to schedule quarterly meetings as needed to discuss any related topics associated with the contract.

3.6 All "full units", or complete doors, come with a 1 year workmanship and standard factory warranty that varies mfg to mfg. This includes complete doors and operators when properly maintained. Small parts, of electrified components, is 30 days.

SECTION 4 – SPECIFICATIONS

4.1 **Work Hours -** Work shall be performed during regular business hours, Monday through Friday, from 8am to 5pm with the following exceptions: Library locations require that all services be completed before the facility opens at 10am; and exemptions from standard work hours may be granted for Fire Station locations with prior approval.

4.2 There are certain buildings that require the Contractor's technician to be escorted by designated personnel. The list of locations identifies those buildings with an asterisk by the Department's name. Arrangements will be made in advanced and communicated to the Contractor prior to the inspection date.

4.3 The Contractor is responsible for legibly numbering bay doors where a number is missing.

DRAFT

4.4 **ANNUAL MAINTENANCE INSPECTION CHECKLIST -** The contractor shall complete an annual maintenance inspection checklist at the time services are performed.

The checklists and repair reports shall include:

- A description of the work performed.
- A signature and printed name of County staff that's confirming services rendered.
- If the Contractor is unable to obtain a signature, a picture of the service location shall be included with the inspection checklist to confirm services were rendered.
- The checklist and the picture, when applicable, shall be submitted with the corresponding invoice.

4.5 The Annual Maintenance Inspection Checklist shall include, but not be limited to, the following:

- Inspect springs and cables for correct tension and wear, adjust as needed
- Inspect all bearings and rollers and lubricate
- Inspect gear and chains
- Inspect tract for proper alignment and adjust as needed
- Inspect hardware, hinges, and lock system
- Inspect top, bottom, and side weather seal
- Inspect all windows and seals
- Apply correct lubricant to all moving parts and adjust
- Check and adjust all safety devices
- Remote control inspection and adjustments and replace batteries
- Lift motor inspection and service
- Doors need to be leveled

4.6 The Contractor shall provide parts and repairs for all bay door windows and seals. Any damage by the Contractor to bay door windows or seals shall be repaired or replaced at no cost to the County.

4.7 All replacement parts shall be new original equipment manufacturer (OEM) parts or County approved alternatives, and the use of remanufactured parts requires prior approval from the County. Replacement parts shall match existing equipment and hardware as closely as possible, except in the case of temporary emergency repairs. Additionally, all replacement doors, parts and repairs must comply with current Marion County wind load and building code requirements.

4.8 For all service repairs, the Contractor shall notify a staff member at the Facilities Management and Fire Rescue Support Services when a technician is enroute and provide an estimated time of arrival within 30 to 60 minutes to coordinate access to the building.

4.9 The Contractor shall notify when work is completed or if delays occur. Email communication is acceptable for required notifications. The email addresses for

DRAFT

Facilities Management and Fire Rescue Support Services will be provided at the award meeting.

SECTION 6 – PAYMENT

6.1 All invoices, including completed inspection checklists and supporting documentation, shall be submitted to procurementinvoices@marionfl.org.

6.2 The designated County staff representative shall be copied on all payment submissions.

6.3 With prior approval, the Contractor may be reimbursed for equipment rental, permits and specialty equipment rental upon submission of proof of receipt.

6.4 All reimbursable items must be itemized in the proposal.

DRAFT

LOCATONS FOR ANNUAL INSPECTIONS ON OVERHEAD DOORS	ADDRESS	MANUAL DOORS	ELECTRIC DOORS	HURRICANE SHUTTERS & FIRE DOORS	Last Inspection Date
NOTE: Locations with an Asterisk (*) need escorting.					
Agriculture Center	2232 NE Jacksonville Rd., Ocala, FL 34470	15	0		Aug-25
Belleview Sports Plex	6501 SE 107th St., Belleview, FL 34420	5	0		Jan-26
Brick City Park	1211 SE 22nd Rd., Ocala, 34471	2	0		Jan-26
Carney Island Park	13275 SE 115th Ave., Ocala, FL 32179	9	0		Jan-26
Central Shop	2602 SE 8th St., Ocala, FL 34471	1	0		Jan-26
*Clerk Annex	19 N Pine Ave., Ocala, Fl 34475	2	0		Dec-25
* Clerks Records Center	870 NW 4th Ave., Ocala, FL 34475	1	1	**2 Fire doors**	Dec-25
Coehadjoe Park	4225 NE 35th St., Ocala, FL 34479	1	0		Jan-26
*Facilities Jail Maintenance	3290 NW 10th St., Ocala, FL 34475	0	1		Nov-25
Facilities Management	2602 SE 8th St., Ocala, FL 34471	4	0		Dec-25
Fleet Fire Shop location	3240 SE Maricamp Rd., Ocala, FL 34471	12	0		Aug-25
Fleet Heavy Shop location	3240 SE Maricamp Rd., Ocala, FL 34471	10	0		Aug-25
Fleet Light Shop location	3240 SE Maricamp Rd., Ocala, FL 34471	3	5		Aug-25
Fleet Welding Shop location	3240 SE Maricamp Rd., Ocala, FL 34471	1	0		Aug-25
Fleet Lube Shop	3240 SE Maricamp Rd., Ocala, FL 34471	2	0		Aug-25
Hog Valley SW	23621 NE 160th Ave Rd., Ft McCoy, FL 32134	4	0		Jan-26
* Jail Booking Overhead	3290 NW 10th St., Ocala, Fl 34475	3	0		Nov-25
* Jail Car Wash Building	3290 NW 10th St., Ocala, Fl 34475	1	0		Nov-25
* Jail Kitchen & Laundry	3290 NW 10th St., Ocala, Fl 34475	1	1		Nov-25
* Jail Video Visitation Room	3290 NW 10th St., Ocala Fl 34475	1	0		Nov-25
* Judicial Center	110 NW 1st Ave., Ocala, FL 34475	3	2	**24 Hurricane shutter**	Dec-25
* Judicial Center Parking Garage	110 NW 1st Ave., Ocala, FL 34475	0	3		Dec-25
K.P. Hole	9425 SW 190th Ave. Rd., Dunnellon, 34432	2	0		Jan-26
* Library Headquarters	2710 E Silver Springs Blvd., Ocala, FL 34471	0	1	**4 Fire Doors - Lift needed**	Aug-25
Ralph Russell Ball Fields	1690 Pine Rd., Silver Springs Shores, 34472	3	0		Jan-26
Rotary Sportsplex	5220 SE Maricamp Rd., Ocala, FL 34472	17	0		Mar-26
* Sheriff Forensics	3290 NW 10th St., Ocala Fl 34475	0	4		Nov-25
* Sheriff Operations & Evidence & Old Gym	3290 NW 10th St., Ocala Fl 34475	0	2		Nov-25
* Sheriff Warehouse	3290 NW 10th St., Ocala Fl 34475	5	2		Nov-25
* Sheriff Fleet	3290 NW 10th St., Ocala Fl 34475	0	11		Nov-25
Shocker Park	2371 SE 44th Ct., Ocala, FL 34471	5	0		Jan-26
* Supervisor of Elections	981 NW 16th St., Ocala, FL 34470	4	0		Dec-25
Tax Collector/Property Appraiser	503 SE 25th Ave., Ocala, FL 34471	2	0		Dec-25
Veterans Park	2601 E Ft. King St., Ocala, FL 34471	2	0		Jan-26
Wrigley Field	405 E Hwy 316, Citra, FL 32113	20	0		Jan-26

DRAFT

LOCATONS FOR ANNUAL INSPECTIONS ON OVERHEAD DOORS	ADDRESS	MANUAL DOORS	ELECTRIC DOORS	HURRICANE SHUTTERS & FIRE DOORS	Last Inspection Date
		141	33	**30**	
FIRE RESCUE - The Fire Dept. pays for their location's Inspections & Repairs.	**ADDRESS**	**MANUAL DOORS**	**ELECTRIC DOORS**	**HURRICANE SHUTTERS & FIRE DOORS**	**Last Inspection Date**
Fire Logistics Warehouse 2(Fire) & 3(EMS)	981 NE 16th St., Ocala, Fl 34470	1	3		May-25
Fire Rescue Warehouse	493 Oak Rd., Ocala , FL 34472	3			
Anthony Fire Station #1	3199 NE 70TH St., Ocala, FL 34479	0	6		Mar-26
Citra Fire Station #2	2189 NE 180th Ln., Silver Springs, FL 34488	0	6		May-25
Dunnellon Fire Station#3	20612 W Pennsylvania Ave., Dunnellon, FL 34431		2		
East Marion Fire Station #4	16004 E Hwy 40, Silver Springs, FL 34488	0	6		May-25
Florida Highlands Fire Station #5	9972 SW 155th St., Dunnellon, FL 34432	5	0		May-25
South Forest Fire Station #6	15490 SE 182nd Ave Rd., Umatilla, FL 32784	0	4		May-25
Ft. McCoy Fire Station #7	11575 NE 146th Place, Ft McCoy, FL 32134	0	6		Jan-26
Orange Lake Fire Station #9	18945 N. US Hwy 441, Reddick, FL 32686	0	7		Mar-25
The Villages Fire Station # 10	8220 SE 165th Mulberry Ln., The Villages, FL 32162	0	6		May-25
North Marion Fire Station #11	12250 NW Gainesville Rd. - Reddick, FL 32686	0	4		Mar-25
Meadowood Farms Fire Station #12	120 NW 110th Ave., Ocala, FL 34482	0	4		Mar-25
Orange Springs Fire Station #13	23520 NE Hwy 315, Ft. McCoy, FL 32134	0	3		May-24
Rainbow Lakes Estates Station #14	3105 SW Ivy Plc., Dunnellon, FL 34432	4	4		May-25
Salt Springs Fire Station #15	14463 NE 250th Ave., Salt Springs, FL 32134	0	4		Jan-26
Shady Fire Station #16	7151 S. Magnolia Ave., Ocala, FL 34476	0	6		Aug-25
Silver Springs Shores Fire Station #17	2122 Pine Rd., Ocala, FL 34472	0	6		Feb-26
Belleview Fire Station #18	11941 SE 55th Ave Rd., Belleview, FL 34420	0	6		Jul-25
Sparr Fire Station #19	13323 NE Jacksonville Rd., Citra, FL 32113	0	6		Mar-26
Golden Ocala Fire Station #20	3600 NW 70th Ave. Rd., Ocala, FL 34482	0	8		Feb-26
Friendship Fire Station #21	7884 SW 90th St., Ocala, FL 34476	0	6		Aug-25
Rainbow Springs Fire Station #22	19995 SW 86th St. Suite 001, Dunnellon, FL 34431	0	6		Jun-25
Fire Station #23	8526 SW 49th Ave., Ocala, FL 34471	1	0		n/a
Marion Oaks Fire Station #24	102 Marion Oaks Ln., Ocala, FL 34473	0	6		Aug-25
Lake Tropicana Fire Station #25	17700 SW 36th Loop, Dunnellon, FL 34432	3	1		May-25

DRAFT

LOCATONS FOR ANNUAL INSPECTIONS ON OVERHEAD DOORS	ADDRESS	MANUAL DOORS	ELECTRIC DOORS	HURRICANE SHUTTERS & FIRE DOORS	Last Inspection Date
Electra Fire Station #26	5420 SE 180th Ave. Rd., Ocklawaha, FL 32179	0	6		May-25
Weirsdale Fire Station #27	16355 S. Hwy 25, Weirsdale, FL 32195	0	6		Jul-25
Rolling Green Fire Station #28	5907 Cherry Road, Ocala, FL 34472	0	6		Feb-26
Spruce Creek Fire Station #30	7900 SE 135th St., Summerfield, FL 34491	0	6		Jul-25
Ray Lloyd Jr. Fire Station #31	11240 SW Hwy 484, Dunnellon, FL 34431	0	6		Jul-25
Liberty Fire Station #32	11350 SW 49th Ave., Ocala, FL 34476	0	4		May-25
Fire Operations	3230 SE Maricamp Rd., Ocala, FL 34471	1	0		May-25
EMS Central Station	1400 SW 6th Ave., Ocala FL 34471	0	12		n/a
Lake County Medical Examiners	809 Pine St., Leesburg FL 34748		2		n/a
	Fire Totals	18	164		
	ESTIMATED GRAND TOTALS	**159**	**197**	**30**	

Updated 3.9.26

DRAFT

Bay Doors Annual Inspections and Repairs

DESCRIPTION	UNIT COST
Manual Door Annual Inspection & Maintenance	$50
Electric Door Annual Inspection & Maintenance	$50
Hurricaine Annual Inspection & Maintenance	$50
Fire Door Annual Inspection & Maintenance	$50
Service and Emergency Calls	
Standard Hourly Rate (Monday – Friday 8am-5pm)	$125
After Hours/Emergency Hourly Rate	$175
Parts – Markup Percentage Over List Price (Original invoice for parts shall be submitted with invoice)	25%

DRAFT

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23067 **Agenda Date:** 6/2/2026 **Agenda No.:** 7.3.4.

SUBJECT:
Request Approval of Bid Award: 26B-080 NE 148th Terrace Bridge Repair - Commercial Industrial Corporation, Ocala - FL (Budget Impact - Neutral; expenditure of $337,359)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement advertised a bid for repair for the NE 148th Terrace Bridge. The work includes temporary traffic control and detour, excavation and embankment work, restoration of damaged bridge elements, localized deck and surface repairs, and milling and resurfacing of existing pavement. A total of three (3) submittals were received in response to the solicitation, and the bid tabulation is provided below:

Firm - *Location*	**Bid Total**
Commercial Industrial Corporation - *Ocala, FL*	$337,359.00
C.W. Roberts Contracting, Inc. - *Ocala, FL*	$353,818.00
Titan Construction Management - *Tarpon Springs, FL*	$1,034,285.00

Steven Cohoon, PE, County Engineer, recommends that Commercial Industrial Corporation 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 Commercial Industrial Corporation for signatures, and upon return, will be forwarded to the Clerk and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $337,359.00. Up to ten percent (10%) contingency will be added to the purchase order in accordance with the Procurement Manual. Funding is from BM761541-563221-TIP071764 (County Engineer 80% Gas Tax).

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue a contract, and upon approval by Legal, authorize the Clerk and Chairman to execute the contract with Commercial Industrial Corporation under 26B-080.

STANDARD FIXED PRICE AGREEMENT
BETWEEN COUNTY AND CONTRACTOR

This Standard Fixed Price Contract Between County and Contractor (this "Agreement"), made by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as the "COUNTY") and **Commercial Industrial Corporation**, located at 186 NW 68th Avenue, Ocala, FL 34482, possessing FEIN# 59-2407001, (hereinafter referred to as the "CONTRACTOR") under seal for **NE 148th Terrace Bridge Repair** (hereinafter referred to as the "Project"). COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

SECTION 1
THIS AGREEMENT AND THE CONTRACT DOCUMENTS

A. EFFECTIVE DATE

The agreement between COUNTY and CONTRACTOR, of which this Agreement is a part, consists of the Contract Documents defined herein. This Agreement shall be effective on the last signature date set forth below.

B. THE CONTRACT DOCUMENTS

1. The Contract Documents are defined as this Agreement with all its special terms and conditions, if any, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid # 26B-080 - NE 148th Terrace Bridge Repair, the Offer, Project Bid Scope and/or Specifications, Plans and drawings, Any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed

2. CONTRACTOR acknowledges receipt of a copy of each and every Contract Document.

3. The Contract Documents, and each item therein, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

4. Should any conflict arise between the contract documents and this Agreement, the terms of this Agreement shall govern.

C. ENTIRE AGREEMENT

The Contract Documents form the entire integrated agreement between the Parties for the Project that supersedes prior negotiations, representations or agreements either written or oral. This Agreement may be amended or modified only by a writing.

D. THE PRICE

COUNTY shall pay, and CONTRACTOR shall accept, as full and complete payment for all of the Work required and defined herein, the sum of **Three Hundred Thirty-Seven Thousand, Three Hundred Fifty-Nine and 00/100 Dollars ($337,359.00) based on unit pricing set forth in the Schedule of Values, Exhibit A, hereto,** (the "Price"). The Price shall not be modified except by Change Order as provided in this Agreement.

E. NO PRIVITY WITH OTHERS

Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between COUNTY and any other person or entity other than CONTRACTOR.

DRAFT

F. INTENT AND INTERPRETATION

1. The intent of this Agreement is to require complete, correct and timely execution of the Work. Any Work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by CONTRACTOR for the Price.
2. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by this Agreement.
3. When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
4. The words "include," "includes," or "including," as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation."
5. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement.
6. Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context or their usage clearly requires a contrary meaning.
7. CONTRACTOR shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to COUNTY of any inconsistency, ambiguity, error or omission which CONTRACTOR may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by COUNTY, or the Architect and/or Engineer, of the Contract Documents, Shop Drawings or Product Data, shall not relieve CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of CONTRACTOR's compliance with this Agreement.
8. COUNTY has requested the Architect and/or Engineer to prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, CONTRACTOR acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that CONTRACTOR has not, does not, and will not rely upon any representation or warranties by COUNTY concerning such documents as no such representation or warranties have been or are hereby made.
9. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
10. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control CONTRACTOR in dividing the Work or in establishing the extent or scope of the Work to be performed by subcontractors defined herein.

G. OWNER OF CONTRACT DOCUMENTS

The Contract Documents, and each of them, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

SECTION 2
THE WORK

A. Definition of "Work."

The term "Work" shall mean whatever is done by or required of CONTRACTOR to perform and complete its duties under the Contract Documents, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures,

DRAFT

appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement.

B. The Work to be performed by CONTRACTOR is generally described in 26B-080NE 148th Terrace Bridge Repair, ACCORDING TO THE PLANS AND SPECIFICATIONS FURNISHED BY COUNTY.

SECTION 3
TIME

A. Time is of The Essence.

All limitations of time set forth in the Contract Documents are of the essence for all performance obligations in this Agreement.

SECTION 4
SUBSTANTIAL COMPLETION

A. Definition of "Substantial Completion."

"Substantial Completion" shall mean the stage in the progression of the Work when Work is sufficiently complete, in accordance with this Agreement, that COUNTY can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

B. Punch List.

When CONTRACTOR believes that the Work is substantially complete, CONTRACTOR shall submit to the Architect and/or Engineer a list of items to be completed or corrected ("Punch List Items").

C. Certificate of Substantial Completion.

When the Architect and/or Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of COUNTY and CONTRACTOR for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which CONTRACTOR shall complete the items listed therein.

D. Payment at Substantial Completion.

The Certificate of Substantial Completion shall be submitted to COUNTY and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such certificate. Upon such acceptance, Substantial Completion of the Work and execution by both COUNTY and CONTRACTOR of the Certificate of Substantial Completion, COUNTY shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to one hundred percent (100%) of the Price less one hundred percent (100%) of the reasonable cost as determined by COUNTY and the Architect and/or Engineer for completing all incomplete Work, correcting and bring into conformance all defective and nonconforming Work, and handling all unsettled claims.

E. Time.

1. CONTRACTOR shall commence Work on the start date set forth in the NOTICE TO PROCEED (the "Start Date"). CONTRACTOR shall be issued the NOTICE TO PROCEED AFTER ALL CONTRACT DOCUMENTS ARE FILED AND RECORDED TO COUNTY'S SATISFACTION AND PERMITS ISSUED. CONTRACTOR shall achieve Substantial Completion of the Work **no later than 99 Calendar Days from the Notice to Proceed calendar days** from the Start Date and measured by calendar days. The number of calendar days from the Start Date through the date set forth for Substantial Completion, shall constitute the "Time."

SECTION 5
FINAL COMPLETION

A. Definition of "Final Completion."

Final Completion is defined as having all Work completed, all Punch List Items corrected, final inspection completed and accepted by COUNTY. CONTRACTOR shall achieve Final Completion no

DRAFT

later than **120 Calendar Days from the Notice to Proceed** calendar days from the start date noted on the Notice to Proceed.

B. Certificate for Payment.

When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

C. Time and Liquidated Damages.

1. CONTRACTOR or CONTRACTOR's surety, if any, shall pay COUNTY liquidated damages; the sum of **$1,685** per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by COUNTY.
2. When COUNTY reasonably believes that Final Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due CONTRACTOR, an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays, if any. When CONTRACTOR overcomes the delay in achieving Final Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

D. Final Payment.

CONTRACTOR shall not be entitled to final payment until this Agreement is closed out requiring completion by CONTRACTOR and acceptance by COUNTY of the Work and all corrected Punch List Items; Final Inspection completed; and COUNTY's receipt of the following: CONTRACTOR's final Application for Payment requesting release of retainage (if any); CONTRACTOR's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which COUNTY, or COUNTY's property might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

SECTION 6
INSURANCE

A. No Waiver.

Neither approval by COUNTY, nor failure to disapprove by COUNTY, the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for the performance of any obligation, including CONTRACTOR's indemnification of COUNTY under this Agreement.

B. Insurance.

Until Project completion and all Work accepted by COUNTY, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-

DRAFT

Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

1. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**
   Coverage to apply for all employees at STATUTORY Limits in compliance with applicable State and Federal laws.
   - Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
   - CONTRACTOR, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
   - COUNTY requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.
2. **COMMERCIAL GENERAL LIABILITY**
   Coverage must be afforded under a Commercial General Liability policy with limits not less than
   - $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
   - $2,000,000 each occurrence for Products and Completed Operations
3. **BUSINESS AUTOMOBILE LIABILITY**
   Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.
   - In the event CONTRACTOR does not own vehicles, CONTRACTOR shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

SECTION 7
RETAINAGE

A. Retainage amounts for construction services shall be in accordance with Section 218.735, F.S.

B. For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

C. This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. Retainage shall be retained until final payment is issued to CONTRACTOR by COUNTY.

SECTION 8
PAYMENT OF THE AGREEMENT PRICE

A. PAYMENT PROCEDURE

COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

1. **Application for Payment.**
   a. **When; Frequency.**

DRAFT

After commencement of the Work, and in no event more than once per calendar month, CONTRACTOR shall submit an Application for Payment.

b. Requirements. Each Application for Payment must be:

1) For the current work period ending the last working day of the month;

2) Received by the Architect and/or Engineer no later than the first calendar day of the following month; and

3) In such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require.

4) Executed on behalf of CONTRACTOR by its Superintendent designated in Section "16(O)(2)" below.

c. Include; Exclude. The Application for Payment may request payment for:

1) That portion of the Agreement Price properly allocable to Agreement requirements including duly provided, labor, materials and equipment correctly incorporated in the Work;

2) Plus, that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work; and

3) Less, the total amount of previous payments received from COUNTY.

2. Warranties.

a. As to Title. CONTRACTOR warrants that:

1) Title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment; and

2) All Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

b. As to the Work. In its Application for Payment, CONTRACTOR warrants that:

1) The Work has progressed to the level for which payment is requested in accordance with the Schedule of Values **(Exhibit A)**;

2) The Work has been properly installed or performed in full accordance with this Agreement; and

3) CONTRACTOR knows of no reason why payment should not be made as requested.

3. Review.

Thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

4. Certificate for Payment. When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR, through its Superintendent designated in Section "16(O)(2)" below, shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Agreement Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

DRAFT

B. Payment; Payment Amount.

1. Following the Architect's and/or Engineers receipt of each Application for Payment, COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act (the "Prompt Payment Act"), Sections 218.70-218.80, Florida Statutes (hereinafter "F.S."). Should CONTRACTOR'S construction services be paid for, in whole or in part, with Federal funds, COUNTY'S progress payments shall be subject to Federal grantor laws and regulations or requirements, if contrary to the Prompt Payment Act.
2. Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance.
3. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.

C. No Waiver.

1. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment is not a waiver and shall not preclude COUNTY from the exercise of any of its rights as set forth herein.
2. No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.
3. Neither COUNTY's review, approval, acceptance or, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and shall remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

D. Payment of Subcontractors.

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

E. Withheld Payment.

COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

1. Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;
2. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
3. Failure by CONTRACTOR to pay subcontractors or others in a timely and proper fashion;
4. Evidence that the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Agreement Price;

DRAFT

5. Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
6. Persistent failure to carry out the Work in accordance with the Contract Documents; or
7. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

F. Demand For Amounts Previously Paid.

In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY as contemplated in this Subsection, CONTRACTOR shall promptly comply with such demand.

G. Unexcused Failure To Pay.

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may, after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

SECTION 9
COUNTY

A. Information, Services and Items Required From County.

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. Right to Stop Work.

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order. Failure or refusal to perform the Work in accordance with this Agreement of failure to obey an order of COUNTY shall be deemed a material breach for which COUNTY may immediately terminate this Agreement.

D. Right to Perform Work.

If CONTRACTOR's Work is stopped by COUNTY, and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate written assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, COUNTY may thereafter, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

DRAFT

SECTION 10
CONTRACTOR

A. CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in it services.

B. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the Parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an Independent Contractor with respect to all services performed under this Agreement.

C. CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

D. CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

E. CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

F. Warranty.
CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

G. Permits and Fees.
CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

H. Funding Source/ Labor.

1. If construction under this Agreement is funded by State funds, CONTRACTOR shall:
   - **a.** Give preference to the employment of State residents for the performance of the Work on the Project if State residents have substantially equal qualifications to those of nonresidents, and
   - **b.** Post its employment needs in the job bank of the Florida Department of Economic Opportunity.
2. If the Work involves the expenditure of Federal aid funds, this Section shall not be enforced in such a manner as to conflict with or be contrary to Federal law:
   - **a.** Prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or
   - **b.** Prohibiting as unlawful any other preference or discrimination among U.S. citizens.

I. Indemnity.

1. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its elected officials, officers, employees, and agents, from and against any fines, suits, claims, demands, penalties, liabilities, losses, settlements, judgments, awards, and expenses, including reasonable attorney's fees and costs (and reasonable attorney's fees and costs on appeal), and damages (including but not limited to actual and consequential damages), which

DRAFT

COUNTY, its elected officials, officers, employees, and agents may sustain, or which may be asserted against them, arising out of or allegedly arising out of or related to the activities contemplated by this Agreement, including, without limitation, harm or personal injury to third persons, to the extent attributable to the actions of CONTRACTOR, its agents and/or employees as well as any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by CONTRACTOR, its agents, and/or employees.

2. In claims against any person or entity indemnified under this Section by an employee of CONTRACTOR, a subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount of type or damages, compensation or benefits payable by or for CONTRACTOR or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This section shall survive the termination of this Agreement.

SECTION 11
CONTRACT ADMINISTRATION

A. The Architect and/or Engineer.

James Lee Jones, III is COUNTY's referenced "Architect and/or Engineer." In the event COUNTY should find it necessary or convenient to replace the Architect and/or Engineer, COUNTY shall retain a replacement and the status of the replacement shall be that of the former Architect and/or Engineer.

B. Architect and/or Engineer Administration.

1. The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until the date Architect and/or Engineer issues a final Certificate for Payment. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents
2. COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.
3. The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.
4. The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR, those amounts then due CONTRACTOR as provided in this Agreement.
5. The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with the Contract Documents.
6. The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
7. The Architect and/or Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
8. The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of Contract Documents.
9. The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

DRAFT

C. Claims by CONTRACTOR.

1. All CONTRACTOR claims shall be initiated by written notice and claim sent to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
2. Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with Contract Documents. The resolution of any claim under this Subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

D. Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in Contract Documents, be encountered, the Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must give COUNTY and the Architect and/or Engineer written notice and claim as provided in this Subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

E. Claims for Additional Cost – If CONTRACTOR wishes to make a claim for an increase in the Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1. In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including subcontractors, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

F. Claims for Additional Time – If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this Subsection, any claim for extension of time shall be waived.

SECTION 12
SUBCONTRACTORS

A. Definition.

A subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

DRAFT

B. Award of Subcontractors.

1. Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.
2. All subcontracts shall afford CONTRACTOR rights against the subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein, including those rights afforded to COUNTY.

SECTION 13
CHANGES IN THE WORK

A. Changes Permitted.

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Field Order or by Change Order.

B. Field Orders.

The Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Price or in Agreement Time and not inconsistent with the intent of this Agreement. Such changes shall be signed by CONTRACTOR's Superintendent designated in Section "16(O)(2)" below, and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

C. "Change Order" Defined.

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Price or the Time, or any combination thereof. The Price and the Time may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners. Every Change Order shall be executed on behalf of CONTRACTOR only by that individual signing this Agreement on behalf of CONTRACTOR.

D. Changes in the Unit Prices.

1. If unit prices are provided for in this Agreement, any changes in the unit prices, as set forth on Exhibit A, resulting from a Change Order, shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the unit prices being set forth in the Change Order, (2) such change in the unit prices, together with any conditions or requirements related thereto, being initialed by both Parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

2. If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the unit prices, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees,

DRAFT

and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.

3. If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

E. Effect of Executed Change Order.

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Price, Time and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

F. Notice of Surety; Consent.

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to COUNTY a rider to the original bond as provided by the surety.

SECTION 14
UNCOVERING AND CORRECTING WORK

A. Uncovering Work.

If any of the Work is covered contrary to the Architect and/or Engineer's request or to any provisions of the Contract Documents, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Time.

B. Correct Work.

1. Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Time for completion.
2. CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to the Contract Documents. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect and/or Engineer's services and expenses made necessary thereby.

C. Warranty.

If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

DRAFT

D. One Year Duty.

Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under the Contract Documents. Establishment of the one year time period relates only to the duty of CONTRACTOR to specifically correct the Work.

E. County May Accept Defective or Nonconforming Work.

If COUNTY chooses to accept defective or nonconforming Work, COUNTY may do so. In such event, the Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Price, if any, is insufficient to compensate COUNTY for its acceptance of defective or nonconforming Work, CONTRACTOR shall, upon written demand from COUNTY, pay COUNTY such remaining compensation for accepting defective or nonconforming Work.

SECTION 15
AGREEMENT TERMINATION

A. TERMINATION.

Either Party, upon determination that the other Party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting Party in the manner specified for the giving of notices herein. Termination of this Agreement by either Party for any reason shall have no effect upon the rights or duties accruing to the Parties prior to termination.

1. Termination by COUNTY For Cause.

a. If CONTRACTOR persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Agreement, then COUNTY may provide written notice to CONTRACTOR, without prejudice to any other right or remedy, terminate the employment of CONTRACTOR and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR any may finish the Work by whatever methods it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

b. In the event the employment of CONTRACTOR is terminated by COUNTY for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the referenced provisions shall apply.

c. COUNTY has the right to reject participation in this Agreement from anyone who has had previous business with COUNTY and therein failed to comply with the contract governing the project, who has been in litigation with COUNTY, or who has failed to obey the laws.

2. **Termination by COUNTY For Convenience**

a. COUNTY reserves the right to terminate performance under this Agreement by CONTRACTOR for convenience. COUNTY shall give written notice of such termination to CONTRACTOR to specify when termination becomes effective.

b. CONTRACTOR shall incur no further obligations in connection with the Work and CONTRACTOR shall stop Work when such termination becomes effective. CONTRACTOR shall also terminate outstanding orders and subcontractors. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and/orders. COUNTY may direct CONTRACTOR to assign CONTRACTOR's right, title and interest under terminated orders or subcontracts to COUNTY or its designee.

DRAFT

c. CONTRACTOR shall transfer title and deliver to COUNTY such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as CONTRACTOR may have.
d. CONTRACTOR shall submit a termination claim to COUNTY and the Architect and/or Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect and/or Engineer. If CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, COUNTY shall pay CONTRACTOR, an amount derived in accordance with the Subsection below.
e. COUNTY and CONTRACTOR may agree to the compensation, if any, due to CONTRACTOR hereunder.
f. Absent agreement to the amount due to CONTRACTOR, COUNTY shall pay CONTRACTOR the following amounts:
   (1) Contract prices for labor, materials, equipment and other services accepted under this Agreement.
   (2) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating CONTRACTOR's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that CONTRACTOR would have not profited or would have sustained a loss if the entirety of this Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rated of loss, if any.
   (3) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof. This total sum to be paid CONTRACTOR shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

3. **For Loss of Funding/Cancellation for Unappropriated Funds.**
CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Consequently, any agreement, verbal or written, COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. COUNTY may enter into agreements whose duration exceeds one year, however any such agreement shall be executory only for the value of the services to be rendered which COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, COUNTY's performance and obligation to pay CONTRACTOR under this Agreement is contingent upon annual appropriations being made for that purpose. If during the term of this Agreement COUNTY does not make an annual appropriation necessary to continue its performance under this Agreement, then this Agreement shall terminate upon the expiration date. The Parties will execute an amendment to this Agreement that confirms any termination required by this Section.

SECTION 16
MISCELLANEOUS

A. LAW, VENUE, WAIVER OF JURY TRIAL, ATTORNEY'S FEES.
This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for State or Federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the Parties consent to trial by the court and waive right to jury trial, (3) the prevailing Party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of this Agreement.

DRAFT

B. SUCCESSORS AND ASSIGNS.

COUNTY and CONTRACTOR bind themselves, their successors, assigns and legal representatives to the other Party hereto and to successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in this Agreement. CONTRACTOR shall not assign this Agreement without written consent of COUNTY and only with a document of equal dignity herewith.

C. SURETY BONDS.

CONTRACTOR shall, if required, acquire, record with the County Clerk, and furnish separate payment and performance bonds to COUNTY. Each bond shall set forth a penal sum in an amount not less than the Price. Each bond furnished by CONTRACTOR shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. In the event the Price is adjusted by Change Order executed by CONTRACTOR, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The payment and performance bonds furnished by CONTRACTOR shall be in a form suitable to COUNTY and shall be executed by a surety, or sureties, reasonably suitable to COUNTY, and shall be filed with the County's Clerk of Court.

D. DAMAGE TO PROPERTY.

CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

E. USE OF OTHER CONTRACTS.

COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or County governmental agency, school board, community college/State university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation and/or this Agreement if it is in the best interest of COUNTY.

F. EMPLOYEE ELIGIBILITY VERIFICATION.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

2. Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

3. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this Subsection and agrees:

(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.

DRAFT

(e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.

(f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.

(g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.

(h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Subsection.

(i) Any such termination under this Subsection is not a breach of this Agreement and may not be considered as such.

(j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.

(k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

G. FORCE MAJEURE.

Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), war, riot, or insurrection, inability to obtain required permits or licenses, acts of God, hurricanes and severe floods, epidemics and pandemics.

H. COUNTERPARTS.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

I. AUTHORITY TO OBLIGATE.

1. The individual signing below is:
   a. An officer or member of CONTRACTOR verifiable on https://dos.myflorida.com/ sunbiz/ or
   b. Has, in advance, provided a form of written authority to bind CONTRACTOR in a form acceptable to COUNTY and signed by a representative of CONTRACTOR as described in Section "I(1)(a)" above.

DRAFT

2. The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing and to sign all documents referenced in this Agreement on behalf of CONTRACTOR.

J. PUBLIC RECORDS COMPLIANCE.

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
   1. Keep and maintain public records required by COUNTY to perform the Work;
   2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
   4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 F.S. and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of this Agreement.

K. CONTRACTOR CONDUCT.

1. These Guidelines govern CONTRACTOR while doing work on COUNTY's property, as well as its employees, agents, consultants, and others on COUNTY's property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.
   a. Courtesy and Respect: COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
   b. Language and Behavior: CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY's property is not permitted under any circumstance.
   c. No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees

DRAFT

is prohibited. Offenders will be removed from COUNTY's property and/or reported to law enforcement.

d. Smoking: CONTRACTOR and its employees are not permitted to smoke in or near COUNTY's buildings.

e. Fraternization: CONTRACTOR and its employees may not fraternize or socialize with COUNTY's staff.

f. Appearance: CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

g. Reporting: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, should be reported to COUNTY's Procurement Services Department immediately.

2. CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will takes all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY's property and prohibited actions could result in the immediate termination of any or all contracts or agreements CONTRACTOR has with COUNTY.

L. SCRUTINIZED COMPANIES.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
   b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
   b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S., or
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   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

DRAFT

d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

M. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

N. ON-GOING COMPLIANCE

The Parties acknowledge that this Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this Agreement. The Parties understand and agree that this Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

O. SUPERVISION.

1. CONTRACTOR shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from CONTRACTOR to the contrary, the superintendent shall be deemed CONTRACTOR's authorized representative at the site and shall be authorized to receive and accept any and all communications from COUNTY or the Architect and/or Engineer.

2. Key supervisory personnel assigned by CONTRACTOR to this Project are as follows:

	Project Manager
	Superintendent Sole member of personnel to authorized to execute Applications for Payment, request final inspection, and execute Field Orders.
	Foreman
	Equipment Operator(s)

P. NOTICES.

1. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served or when reflected by a receipt, i.e, an electronic mail read receipt, a courier service delivery receipt, or when receipt is acknowledged by recipient. All Parties certify that each has software capable of sending electronic mail read

DRAFT

receipts to the other. Any Party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Commercial Industrial Corporation
186 NW 68th Avenue, Ocala, FL 34482
CONTACT PERSON: Jay Blankenfeld | Phone: 352-840-0161

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

2. Election to Solely Receive Notice by Email.
Alternatively, the Parties may elect to receive said notices by e-mail.

a. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org.

b. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with such method, CONTRACTOR may designate up to two (2) e-mail addresses. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.
jay@cicfl.com.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

CARL ZALAK, III DATE
CHAIRMAN

FOR RELIANCE BY MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER,
MARION COUNTY ATTORNEY

BCC APPROVED:
June 2, 2026
26B-080 | NE 148th Terrace Bridge Repair

****

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS

SIGNATURE

PRINTED NAME

COMMERCIAL INDUSTRIAL CORPORATION

BY: DATE

PRINTED:

ITS: (TITLE)

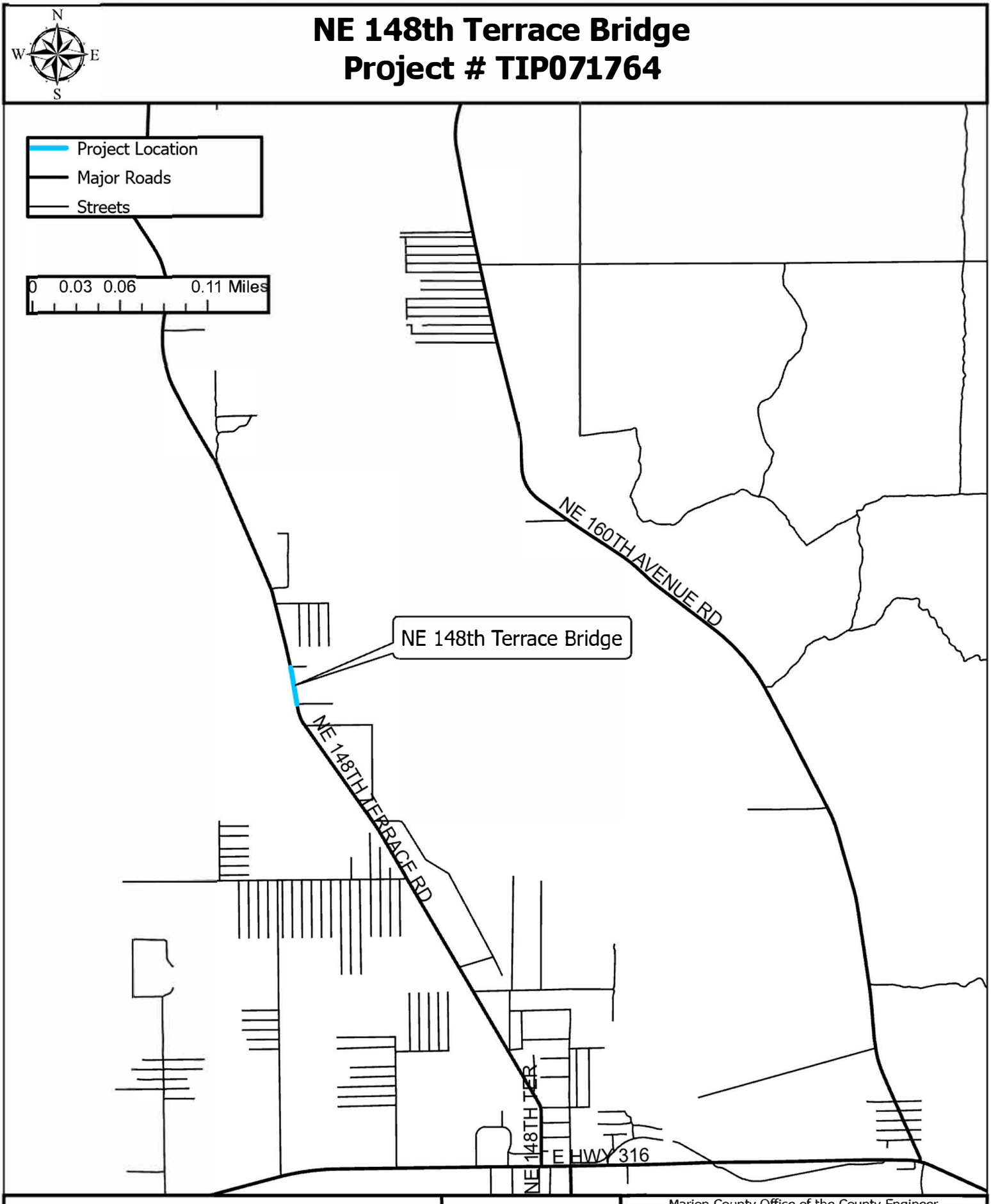
DRAFT

Exhibit A - Schedule of Values

26B-080 NE 148th Terrace Bridge Repair						COMMERCIAL INDUSTRIAL CORP	
#	Items	OCEItem#	FDOTPayItem#	QTY	Unit	UnitPrice	TotalBid
General: Totals							$51,000.00
#1-1	Mobilization and Special Provisions	1	N/A	1	LS	$20,000.00	$20,000.00
#1-2	Prevnetion, Control and Abatement of Erosion and Water	2	N/A	1	LS	$7,000.00	$7,000.00
#1-3	Construction Layout	3	N/A	1	LS	$4,000.00	$4,000.00
#1-4	Maintenance of Traffic	4	0102-1	1	LS	$20,000.00	$20,000.00
Clearing and Grubbing: Totals							$34,400.00
#2-1	Clearing and Grubbing	5	0110-1-1	1	LS	$20,000.00	$20,000.00
#2-2	Tree Removal	5.1	0110-23	18	EA	$800.00	$14,400.00
Earthwork: Totals							$10,308.00
#3-1	Excavation	6.1	0120-1	55	CY	$102.00	$5,610.00
#3-2	Embankment	6.2	0120-6	54	CY	$87.00	$4,698.00
Roadway: Totals							$205,356.00
#4-1	Milling Existing Asphalt Pavement, 1 1/2" Avg Depth	7.1	0327-70-6	144	SY	$78.00	$11,232.00
#4-2	Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76	7.2	0337-7-83	25	TN	$780.00	$19,500.00
#4-3	Metal Traffic Railing, Thrie Beam Retrofit	7.3	0460-71-1	126	LF	$700.00	$88,200.00
#4-4	Guardrail End Treatment - Parallel Approach Terminal	7.4	0536-85-24	2	EA	$8,600.00	$17,200.00
#4-5	Guardrail End Treatment - Trailing Anchorage	7.5	0536-85-20	2	EA	$4,000.00	$8,000.00
#4-6	Guardrail - Roadway, General/Low Speed TL-2	7.6	0334-1-13	432	LF	$110.00	$47,520.00
#4-7	Single Solumn Ground Sign Assembly, F&I Ground Mount,	7.7	0700-1111	12	EA	$1,036.00	$12,432.00
#4-8	Thermoplastic, Standard - Open Graded Asphalt Surfaces,	7.8	0711-15201	0.03	GM	$39,000.00	$1,170.00
#4-9	Raised Pavement Marker, Y/Y	7.9	0706-1-3	8	EA	$12.75	$102.00
Demolition: Totals							$32,310.00
#5-1	Guardrail Removal	8.1	536-73	380	LF	$16.00	$6,080.00
#5-2	Curb Removal	8.2	N/A	122	LF	$215.00	$26,230.00
As-Built Survey: Totals							$3,985.00
#6-1	As-Built Survey	9	N/A	1	LS	$3,985.00	$3,985.00
					Total Cost	**$337,359.00**	

DRAFT

NE 148th Terrace Bridge
Project # TIP071764



Path: \\mcbcc1\dfs\GIS_TR\Jason.Freeman\Requested

Author: Jason Freeman
Printed: 1/14/2025

Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23007 **Agenda Date:** 6/2/2026 **Agenda No.:** 7.3.5.

SUBJECT:
Request Approval of Contract Amendment: 25B-141-CA-01 Marion County Annual Sidewalk Repair - Hartman Civil Construction Co., Inc., Ocala, FL (Budget Impact - None)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On September 3, 2025, the Board approved a contract with Hartman Civil Construction Co., Inc. (Hartman) to remove and replace damaged pedestrian sidewalks within the County's rights-of-way. The work includes removal of material, restoration, and removal and replacement of truncated dome mats.

This agenda item requests approval of a contract amendment to formally establish that no retainage will be withheld, and no liquidated damages will apply under this annual continuing services contract. Due to the ongoing, as-needed nature of the work performed throughout the contract term, these provisions are not operationally applicable. All other terms and conditions of the contract remain unchanged.

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve the contract amendment and allow staff to issue, and upon approval by Legal, authorize the Clerk and Chairman to execute contract amendment with Hartman Civil Construction Co., Inc. under 25B-141.

Marion County
Board of County Commissioners

MODIFICATION OF AGREEMENT
WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 25B-141 Marion County Annual Sidewalk Repair

MODIFICATION NUMBER: 1 MODIFICATION EFFECTIVE DATE: June 2, 2026

DESCRIPTION OF MODIFICATION:

1. This modification to the Agreement formally establishes that no retainage shall be withheld and no liquidated damages shall apply under this annual continuing services contract. Due to the ongoing, as-needed nature of the services performed throughout the contract term, these provisions are deemed not applicable.
2. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

NOTE! All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: JODI SHOEMAKER
E-MAIL: jodi.shoemaker@marionfl.org
PHONE: 352-671-8446

CONTRACTOR NAME: Hartman Civil Construction Co., Inc.
ADDRESS: 9200 SW HWY 484
ATTN: Michael Hartman | office@hartmancivil.com

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return thisform to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____

CARL ZALAK, III DATE
CHAIRMAN

ATTEST:

_____

GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
Hartman Civil Construction Co., Inc.

_____

BY: DATE

_____

PRINTED NAME

_____

ITS:

DRAFT

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 **Hartman Civil Construction Co, Inc.**, located at 9200 SW HWY 484, Ocala, FL 34481, possessing FEIN# 46-5262082 (hereinafter referred to as "CONTRACTOR") under seal for the Marion County Annual Sidewalk Repair, (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 August 19, 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-141 - Marion County Annual Sidewalk Repair, 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, and shall continue through August 31, 2026, upon mutual agreement of both parties, two (2) one (1) year renewal options are available. (the "Term"). Liquidated Damages may be charged at the rate of $250 per calendar day for any days beyond completion schedules. 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 Marion County Annual Sidewalk Repair, per the Contract Documents, Exhibit A – Scope of Work, Exhibit B-Price Sheet hereto, and within the Term.

Section 6 - Compensation. COUNTY shall make payment to CONTRACTOR under COUNTY's established procedure and according to the Unit Pricing set forth in Price Sheet - 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: Hartman Civil Construction Co, Inc.
9200 SW HWY 484, Ocala, FL 34481
CONTACT PERSON: Michael Hartman | 352-690-1525

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: office@hartmancivil.com and michael@hartmancivil.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

[Signature Page Will Follow]

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:

9/3/2025
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

8/12/25
For: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB DIVISION OF THE STATE OF FLORIDA

9/3/2025
KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: August 19, 2025
25B-141 | Marion County Annual Sidewalk Repair

WITNESS:

SIGNATURE
Michael Hartman II
PRINTED NAME

WITNESS:

SIGNATURE
DiAnne L Hunter
PRINTED NAME

HARTMAN CIVIL CONSTRUCTION CO, INC.

9/5/2025
BY: DATE
PRESIDENT
PRINTED:
MICHAEL A. HARTMAN

BID 25B-141
Marion County Sidewalk Repair
For Marion County Office of the County Engineer

EXHIBIT A-SCOPE OF WORK

DESCRIPTION

The work consists of routine repairs in Marion County Right of Ways on Sidewalk. The work includes removal and disposal of existing damaged sidewalk, site prep and forming for concrete pour, removing and replacing ADA truncated dome detectable warning mats, and proper MOT during the task. Hand labor may be required to perform the specified work in certain areas or during certain times.

The CONTRACTOR shall furnish a bid price per unit cost and a list of the equipment and personnel to be utilized for the duration of the contract. CONTRACTOR is responsible for any and all equipment necessary to complete the work. The work shall be considered county-wide. Attempts shall be made by the County to group work in similar areas, but is not guaranteed. An overall map depicting most of the sidewalks within Marion County is provided.

The objectives of the said work are to provide safe use and access to the County's Right-of-Way(s), to provide unimpeded pedestrian walking surfaces in areas of existing sidewalk. The project will continue until all identified sidewalks are addressed or funding for the project is exhausted. Funding may be split into multiple years. The anticipated funds for the first budget year are $400,000.00. Subsequent years to be determined.

QUALITY OF WORK AND MATERIAL REQUIREMENTS

All work and materials provided pursuant to this contract shall be in accordance with the Scope of Work, and where applicable, the Marion County Land Development Code, FDOT Standard Specifications for Road and Bridge Construction, latest edition, A Guide for Roadside Vegetation Management latest edition, and FDOT Standard Plans, latest edition.

CONTRACT TERM

This will be a one (1) year contract with up to two (2) possible one-year renewals available.

CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall furnish all labor, equipment, fuel, materials and incidentals to perform all operations necessary to complete this work in accordance with the Contract and any applicable drawings.

SIDEWALK REPAIR SPECIFICATIONS

1. GENERAL REQUIREMENTS

1.1 CONTRACTOR'S bid shall include a list of all equipment and personnel that will be used on the project.

1.2 The CONTRACTOR shall furnish the County, or authorized representative, with a list of all SUBCONTRACTORS performing work on this contract. Subcontractors may not perform 50% or more of the Work on the Contractor's behalf; Contractor shall self-perform a minimum of 51% of the work using own hired staff/equipment/forces.

1.3 Prior to construction, contractor is to locate all utilities, cable lines, etc. It may be necessary to remove, modify, and/or relocate existing lines/systems to continue providing service to existing buildings and facilities. Coordination of any temporary service interruptions is to be the responsibility of the contractor.

2. DESCRIPTION OF SIDEWALK MAINTENANCE

2.1 The work generally consists of preparing the site to accept concrete, placing and finishing concrete, and returning the site to its original or better condition once work is completed. The typical concrete sidewalk is four inches (4") thick and five feet (5') wide. Concrete driveway aprons vary but are typically six inches (6") thick and reinforced with fiber, and wire mesh. Expansion joints are required at each and every cold joint and when a run of side walk exceeds 120' linear feet per FDOT Standard Plans for Road Construction, latest edition.

2.2 The proposed bid pricing shall include MOT, mobilization, excavation and disposal of export waste, back filling and compaction, site prep, forming, pouring, stabilization of the site and clean up within the right-of-ways.

2.3 The CONTRACTOR shall be responsible for utilizing Best Management Practices (BMPs) at each site. Example of BMPs are but not limited to: Silt Fence, Gutter Socks, Geo Hay Bales & Filter Fabric etc.

2.3 Work may also include installation of new back curb as well as warning mats. All repairs shall be ADA Compliant. Rehabilitation of existing infrastructure will be on an "as requested" basis by the County.

2.4 From time to time, property owner irrigation piping and sprinkler heads will be encountered during excavation and grading operations. This piping is to be cut and capped at right-of- way line or repaired and placed back in service prior to leaving the site. Neither the County, nor the County Engineer shall be held responsible for variations found to exist between the work requested and actual field conditions that develop through the period of construction.

2.5 Any discrepancies or disagreements concerning the quantity with in the work limits shall be mutually resolved prior to beginning work in any area.

2.6 If, in the CONTRACTOR 's opinion, an area cannot be repaired, they must contact the Project Manager prior to any attempt of work. If the County agrees, the County reserves the right to direct the CONTRACTOR to skip a location on a case by case basis and deduct payment as referenced in Section 15.1 If the County doesn't agree, refer to Section 12.1.

2.7 The Contractor will maintain communication with the Project Manager both Email and phone for all updates.

3. FREQUENCY OF WORK

3.2 This contract is year-round. Operating hours are seven (7) days a week.

3.2 Work will be grouped by tasks. A task will identify an area with a number of square yards needed for repair. Tasks will be grouped with localized work areas together. Bidding will be by the unit cost not the task. Tasks are to generate a number of locations within an area manageable for the contractor to handle multiple pours in a truck load.

3.3 The CONTRACTOR shall complete each task before starting the next one.

3.4 The CONTRACTOR shall not begin any work until authorized by the OCE in writing (NOTICE TO PROCEED or NTP). A purchase order can represent the NTP.

3.5 The CONTRACTOR shall notify the Project Manager when a task is completed.

4. EQUIPMENT

4.1 The CONTRACTOR shall furnish a full list of all equipment and quantity to perform the work satisfactorily within the time specified herein.

4.2 Equipment used by the CONTRACTOR shall be maintained and cleaned, as it is representative of Marion County. Conditions of the site must be considered in the CONTRACTOR's selection of equipment. For example, if the equipment is too heavy and causes rutting, alternate equipment must be utilized. **Equipment which damages turf, curbs, pavement, structures, fences, and any other fixtures will not be allowed. All damage caused by the CONTRACTOR and their associated EQUIPMENT shall be the responsibility of the CONTRACTOR to repair at no cost to the COUNTY.**

4.3 Equipment required to satisfactorily complete the contract may require the use of trucks with trailers to haul off trash/debris; Skid steer; multiple head unit to break or remove concrete; and personnel to complete the job. A supervisor must be within 30 minutes or 15 miles of the work area at all times.

5. METHOD OF OPERATION

5.1 The CONTRACTOR shall notify the Project Manager or authorized representative via email of the daily progress each morning by 9 a.m. to provide the location where the work will be accomplished that day.

5.2 Tasks can be performed seven (7) days per week during daylight hours starting no earlier than 30 minutes after sunrise and finishing 30 minutes before sunset.

5.3 Night work may be permitted if it would result in less impact to the public or reduced safety issues at no extra cost to the County. Night work will need a two (2) week notification prior to approval.

5.4 Work on County-observed holidays will be on a case by case basis. The default schedule is not inclusive of County observed holidays.

5.5 A completed task shall be considered when all areas located within the task have been repaired, debris removed, ground restored and stabilized with sod and MOT removed. Each task shall be restored to the same if not better conditions than it was prior to the start of the work. Each task is to be completed in its entirety prior to beginning another task.

5.6 Work assigned under a Task is intended to allow the CONTRACTOR to minimize impacts to the public and group similar work areas. All sidewalk sections removed shall be replaced to completion within 14 calendar days. Temporary pedestrian surfaces do not equal replaced to completion.

5.7 If an area is saturated to the point where, in the opinion of the County, or authorized representative, equipment may not be used without damage to the Right-of-

Way, and curbs shall not be worked when such conditions exist. The CONTRACTOR will exercise good judgment and not wait for the County, or authorized representative, to say an area is too wet to manage. These areas shall be repaired at subsequent times as determined by the County, or authorized representative.

6. QUALITY

6.1 All sites shall be managed by proper MOT, during the process of the work from start to finish. The final work shall be in accordance with all FDOT and FLDC regulations and Specifications.

6.2 All concrete work shall have a smooth flowing level in transition as to not create any tripping hazards meeting ADA standards. Areas determined to be unsatisfactory by the County, or authorized representative, shall be removed at no additional cost to the County. Areas requiring rework shall be completed within the tasks scheduled time.

6.3 All sites will be clean and generate a place for citizens to travel safely out of the roadway.

6.4 Any "completed" work that does not meet the standards and specifications will be considered a rework. At no additional cost to the County, the contractor will be responsible for the removal and replacement of the specific area. Re- Works not completed will not be paid for.

7. MAINTENANCE OF TRAFFIC

7.1 Standard general site work requirements are found in the FDOT Standard Specifications for Road and Bridge Construction, latest edition. Proper maintenance of traffic is required at all times while sidewalks and/or driveways are under construction. Maintenance of traffic must be performed per FDOT Standard Plans for Road Construction, latest edition. Efforts shall include minimizing the period of time that a sidewalk section is closed. Additionally, the Contractor shall place detour routes and or diversions within the existing right-of-way when possible. If a portion of sidewalk is closed for more than two (2) consecutive days, the Contractor shall backfill the closed portion with material suitable for ADA pedestrian travel. This additional material placement and the removal of it prior to the placement of concrete shall be included in the cost of the listed pay item.

7.2 Traffic shall be maintained in accordance with the Florida Department of Transportation Roadway Traffic Design Standards, latest edition, Index 600 Series and applicable revisions.

7.3 Minimum traffic control standards shall conform to the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).

7.4 No work shall be permitted during non-daylight hours.

7.5 All workers within the clear zone located in the Right-of-Way must wear 'High Visibility Clothing' the flagger's vest, shirt, or jacket shall be "orange" or "lime green" in color or a fluorescent version of that color meeting requirements of ANSI-ISEA 107-2010 standard class 2 or superseding standard.

7.6 The foregoing requirements are to be considered as minimum and the CONTRACTOR's compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR's employees throughout the work area.

7.7 Maintenance of traffic compensation shall be included in the contract prices. No separate payment shall be made for maintenance of traffic, including a truck-mounted attenuator (TMA).

7.8 Contractor shall construct and maintain detours.

7.9 Contractor shall provide facilities for access to residences, businesses, etc., along the project.

7.10 Contractor shall furnish, install and maintain traffic control and safety devices during construction.

7.11 Contractor shall provide any other special requirements for the safe and expeditious movement of traffic specified in the Plans.

7.12 Contractor shall not obstruct or create a hazard to any traffic during the performance of the work.

7.13 Contractor shall be responsible for repairing any damage to existing pavement open to traffic. Maintenance of traffic shall include all facilities, devices and operations as required for safety and convenience of the public within the work zone.

7.14 Contractor shall not be required to maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads

8. SAFETY

8.1 All safety equipment and lighting required by State, OSHA, ADA, or other Federal regulations must be provided. All safety devices shall be properly installed and maintained in good working order at all times. In addition, as a minimum, all mobile equipment used on the COUNTY right-of-way shall be equipped with a slow-moving vehicle sign, amber flashing lights and white or amber strobe lights, and all safety devices installed by the manufacturer.

8.2 Notwithstanding any review by Marion COUNTY personnel, the CONTRACTOR shall be responsible for compliance with all relevant Federal, State, or other safety codes and requirements and for exercising appropriate practices to safeguard the public and employees working on this project.

9. HAZARDOUS MATERIALS

9.1 The Contractor is responsible for notifying the Project Manager of any hazardous materials used on the work site and providing them with a copy of the Safety Data Sheets (SDS) as required by the Florida Right-to-Know Law, as applicable.

9.2 Any spillage of hazardous chemicals and/or wastes must be reported immediately to the Project Manager and cleaned up in accordance with all State and Federal Regulations, laws or statutes.

9.3 The CONTRACTOR shall not perform routine maintenance on equipment at any County location. Emergency maintenance must implement best management practices to prevent contamination of any County ROW or property with spillage of hazardous chemicals and/or wastes. The CONTRACTOR must notify the Project Manager if any emergency situation occurs within 30 minutes of the event.

10. CLEAN UP THROUGHOUT THE PROJECT

10.1 The CONTRACTOR shall exercise the necessary care to prevent any source of litter by the Contractor's operations and employees.

10.2 Periodic cleanup to prevent hazards, avoid interference with operations at the site, and to leave the site in a reasonable neat condition.

10.3 Work site will be completely cleaned after each day of work.

10.4 At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. All areas of work shall be swept thoroughly and all marks, stains, rust, dirt,

paint drippings, and the like shall be removed from all new and existing work, to the satisfaction of the Owner.

10.5 Contractor shall dispose of debris in a legal manner.

10.6 No accumulation or piling of debris and concrete in un – authorized containers will be allowed. Contractor shall be required to provide approved containers for collection and disposal of waste materials, debris, and rubbish.

10.7 Contractor shall be required to sweep all roadways affected by the construction and where adjacent to work, daily.

10.8 Contractor shall be required to keep ditches, channels, drains, catch basis and other areas within the construction limits, whether on public or private property, in a clean and neat condition. Should, as a result of Contractor operations, construction material or debris wash, flow, fall, or become otherwise discarded into ditches, gutters, drains, catch basins, or elsewhere within the construction limits, such material or debris shall be entirely removed and satisfactorily disposed of on a daily basis during progress of the work.

10.9 Contractor shall be responsible for the acceptable restoration of all public and private property that has been disturbed by Contractor during execution of the Contract. This shall include picking up and removal of all excess fills, sub-grade, limerock, asphalt, and surface material which might be displaced off the roadway during construction. Contractor shall provide a site for dumping of excess material.

10.10 The use of private property as a construction storage or dumpsite is expressly prohibited without written authorization from the property owner. Contractor shall be responsible for providing the Project Manager with a copy of the written authorization form prior to use of private property.

11. REMOVAL OF LITTER AND VEGETATIVE MATERIAL

11.1 The CONTRACTOR shall be responsible for the removal and proper disposal of all concrete washouts from each Task. No spoils shall be left or buried in the Right of Way or disposed on adjacent properties.

11.2 The CONTRACTOR shall be responsible to inspect and remove ALL trash and rubble from the site upon completion of work.

11.3 The CONTRACTOR shall remove and properly dispose of any roots or vegetation that could impact the repair of the side walk at CONTRACTOR's expense.

11.4 If CONTRACTOR encounters or finds large items (such as appliances, furniture, etc.), the CONTRACTOR shall notify the Project Manager immediately but is not responsible for removal of these types of items.

11.5 Dead trees or other large piles of vegetative debris that cannot be easily picked up should be noted and the CONTRACTOR shall notify the Project Manager of the location but is not responsible for the removal of these items.

12. DAMAGE

12.1 Damage to County property, The CONTRACTOR shall be responsible for repair or restitution of damage caused as a result of the CONTRACTOR'S, or their SUBCONTRACTOR'S, operations and equipment. This includes damage to flumes, ditch blocks, skimmers, pipes, drains, landscaping items, fences, structures, turf (including rutting and scalping), curbs, pavement, and any other fixtures. Damages shall be either repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by the County's representative, prior to any payment for that task. Payment equivalent to amount of the repair or restitution may be withheld until repair or restitution has been made to the satisfaction of the County.

12.2 Damage to private property, The CONTRACTOR shall be responsible to coordinate with the citizen for repair or restitution of damage caused as a result of the CONTRACTOR'S, or their SUBCONTRACTOR'S, operations and equipment. Marion County is not responsible for coordination between the citizen and the contractor. Any damages not resolved mutually between the citizen and contractor could result in delay of payment. All expenses for the repairs shall be covered by the CONTRACTOR.

13. CONTRACTOR PERFORMANCE

13.1 Weather days, Contractor shall submit an email request to the Project Manager for additional days for which work is suspended or delayed due to weather. Weather days shall be reconciled with each pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days

13.2 Liquidated damages will be $250 a day, for every day past the task completion date. Weather days (if granted) can extend the task completion date, adding more days to the task. Once all-weather days have been exhausted Liquidated Damages will start.

13.3 CONTRACTOR must perform work in such a manner that timely inspections by the County can be reasonably completed.

14. METHOD OF MEASUREMENT

14.1 Square yards: All work will be measured in Square yards. The Contractor can convert the Square yards into Cubic Yards adding the depth of either four inches (4") = one-third (1/3) of a foot or six inches (6") = one-half (1/2) of a foot.

Square Yard to Cubic Yard Conversion Key

	Width ft	Length ft	Depth Inches	Square Yards	Cubic Feet	Cubic Yards
4" depth	1	1	0.33	0.11	0.33	0.01
Four Inch Depth	3	5	0.33	1.67	4.95	0.18
	4	5	0.33	2.22	6.6	0.24
	5	5	0.33	2.78	8.25	0.31
6" depth	1	1	0.5	0.11	0.5	0.02
Six Inch Depth	3	5	0.5	1.67	7.5	0.28
	4	5	0.5	2.22	10	0.37
	5	5	0.5	2.78	12.5	0.46

14.2 Task: A task will identify an area with a number of square yards needed for repair. Tasks will be grouped with localized work areas together. Bidding will be by the unit cost not the task. Tasks are to generate a number of locations within an area manageable for the contractor to handle multiple pours in a truck load.

14.3 Quantities will increase as the County continues to evaluate their sidewalks. At the time of this bid there is an estimated 4,000 Square yards of Sidewalk that requires repair.

15. BASIS OF PAYMENT

15.1 The CONTRACTOR can request to be paid by the completion of each task order. Partial payments will not be processed.

15.2 YEARLY RENEWAL INCREASE ON CONCRETE

Upon agreement between both the COUNTY and the VENDOR a percentage increase to the unit cost of square yards for the concrete line item for up to no more than four percent (4%) at each renewal year. This will only pertain strictly to the line item if square yards at four inches and square yards at six inches.

SECTION 1 GENERAL CONDITIONS OF THE AGREEMENT

1.1. DEFINITIONS:

1.1.1. ADDENDA: Modify the CONTRACT DOCUMENTS prior to execution of the AGREEMENT.

1.1.2. AGREEMENT: Sets forth the conditions of the contractual relationship between the CONTRACTOR and the COUNTY. All CONTRACT DOCUMENTS are a part of the AGREEMENT just as if incorporated therein.

1.1.3. APPLICATION FOR PAYMENT: The request made for a PROGRESS PAYMENT to the ENGINEER by the CONTRACTOR. APPLICATION FOR PAYMENT may be made no more often than monthly and the amount of the requested payment shall be for one or more full months and only for each work location that has been completed, inspected, and accepted by the COUNTY. The amount requested shall be shown as the remainder resulting from a showing of the total estimated value of work completed to the date of the Applications less previous PROGRESS PAYMENTS, RETAINAGE and any LIQUIDATED DAMAGES as specified in the CONTRACT DOCUMENTS. CONTRACTOR shall use PAY REQUEST FORM as provided in these CONTRACT DOCUMENTS when making application for payments.

1.1.4. AS-BUILT SURVEY AND AS-BUILT DRAWINGS shall be a survey performed to obtain horizontal and vertical dimensional data so that the WORK may be located and delineated on a survey drawing for the purpose of depicting the results of said survey. AS-BUILT SURVEY AND AS-BUILT DRAWINGS shall be submitted and approved prior to final payment being approved.

1.1.5. CHANGE ORDERS: Extend the CONTRACT TIME or increase/decrease the CONTRACT SUM or modify the work to be performed after the execution of the AGREEMENT. The PROJECT NUMBER applicable to all of the WORK contemplated by these CONTRACT DOCUMENTS is given in the Notice to Bidders. CHANGE ORDERS, if any, will bear the Project Number and shall be sequentially numbered.

1.1.6. CONTRACT DOCUMENTS include Instructions to Bidders; Completed Bid Form; Special Provisions; AGREEMENT; General Conditions, Specific Conditions; DRAWINGS; SPECIFICATIONS; ADDENDA; CHANGE ORDERS; FIELD ORDERS and/or INTERPRETATIONS which may be issued. All CONTRACT DOCUMENTS are identified by a Project Title, Project Number and a Date.

1.1.7. CONTRACT SUM: Stated in the AGREEMENT and is the total amount payable by the COUNTY to the CONTRACTOR for the complete performance of the WORK contemplated by the CONTRACT DOCUMENTS.

1.1.8. CONTRACT TIME: Time established in the AGREEMENT by which the CONTRACTOR must complete all WORK contemplated by the CONTRACT DOCUMENTS.

1.1.9. CONTRACTOR: The individual, individuals, or business entity executing the AGREEMENT and thus assuming the obligation of construction of the WORK.

1.1.10. CONSTRUCTION LAYOUT SURVEY shall mean the measurements made prior to or while construction is in progress, to control elevation, horizontal position and dimensions and configuration of the WORK. The LAND SURVEYOR shall provide construction staking for use by the CONTRACTOR. These stakes must be based on controls established using the Minimum Technical Standards as defined in Section 21HH-6, Florida Administrative Code. The stakes provided shall be adequate in number, position, and elevation so the WORK can be constructed from the DRAWINGS as designed and comply with the requirements of the SPECIFICATIONS.

1.1.11. COUNTY: The Board of County Commissioners of Marion County, a political subdivision of the State of Florida.

1.1.12. DRAWINGS: Listed by sheet number and title in the SPECIAL CONDITIONS of the AGREEMENT, show the location, scope and details of the WORK, which is the subject of the AGREEMENT. The DRAWINGS which are a part of these CONTRACT DOCUMENTS are included in Exhibits A and B as applicable.

1.1.13. ENGINEER: The County Engineer of Marion County, Florida, or the person or persons he may designate as his authorized agent.

1.1.14. EXTENSION OF TIME: Written authorization from the COUNTY which serves to extend the CONTRACT TIME.

1.1.15. FIELD ORDERS: Instruct the CONTRACTOR of those minor changes to the CONTRACT DOCUMENTS which are not considered as being a subject of renegotiation and AGREEMENT.

1.1.16. FINAL INSPECTION: That inspection made by the ENGINEER after notification by the CONTRACTOR that all WORK has been completed.

1.1.17. FINAL PAYMENT: The payment to the CONTRACTOR of the CONTRACT SUM after the FINAL INSPECTION is completed and all WORK has been completed.

1.1.18. INTERPRETATIONS of the CONTRACT DOCUMENTS by the ENGINEER serve to clarify and explain the intent of the CONTRACT DOCUMENTS to the CONTRACTOR.

1.1.19. LAND SURVEYOR: Includes the term Professional Land Surveyor and means a person who is registered to engage in the practice of land surveying under Chapter 472, Florida Statutes.

1.1.20. MONUMENTS: shall mean a man-made or natural object that is permanent or semi-permanent and used or presumed to occupy any real property corner, point on a boundary line or reference point.

All monuments set or replaced shall conform to the provisions of 21HH-6 (F.A.C.) and conform to the additional specifications as indicated below:

1) Rods or pipes shall have a minimum cross-sectional area of 0.3 sq. in. (5/8" rebar or 1/2" ID pipe) with a minimum length of 18".
2) Concrete monuments shall have a minimum cross-section of 16 sq. in. (4" square or 4.5" diameter "round").
3) Be detectable with a conventional magnetic detector as commonly used in field survey at a minimum distance of 6".

1.1.21. NOTICE OF AWARD: Written notification to the successful Bidder advising him to execute the AGREEMENT within the time allotted.

1.1.22. NOTICE TO PROCEED is the written notification to the CONTRACTOR to proceed with the WORK. The time allowed for completion is determined from this date.

1.1.23. PROFESSIONAL SUBCONTRACTOR: An individual or individuals or a business entity by separate AGREEMENT with the CONTRACTOR to provide professional services to assist in the construction of the work. These PROFESSIONAL SUBCONTRACTORS may include but not be limited to the following: Land Surveyor, Professional Engineer, Landscape Architect, or Architect.

1.1.24. PROGRESS PAYMENT: The payment of an approved APPLICATION FOR PAYMENT other than the FINAL PAYMENT.

1.1.25. PROJECT: The total construction contemplated of which the work contemplated by the CONTRACT DOCUMENTS may be the whole or a part.

1.1.26. PROJECT LIMITS: The area shown on the DRAWINGS or described elsewhere in the CONTRACT DOCUMENTS in which all activities under this AGREEMENT are confined.

1.1.27. RETAINAGE: That percentage of PROGRESS PAYMENTS specified in the CONTRACT DOCUMENTS which shall be withheld until the FINAL PAYMENT.

1.1.28. SPECIAL PROVISIONS: Supplement the General Conditions by including specific requirements and information. When conflict occurs between the SPECIAL PROVISIONS of the AGREEMENT and the General Conditions of the AGREEMENT, the SPECIAL PROVISIONS of the AGREEMENT shall govern.

1.1.29. SPECIFICATIONS: The SPECIFICATIONS are the requirements for selection of and payment for materials, furnishings and equipment together with construction and quality control requirements. Special provisions for the job are given that supplement the SPECIFICATIONS by including specific requirements and information. When conflict occurs between the Special Provisions and the SPECIFICATIONS, the Special Provisions shall govern.

1.1.30. SUBCONTRACTOR: An individual, or individuals or a business entity who, by separate AGREEMENT with the CONTRACTOR, is to construct part of the WORK.

1.1.31. SUBSTANTIAL COMPLETION: "Substantial Completion" shall refer to the completion of all work identified for locations in Exhibit A.

1.1.32. TRADE, BRAND AND MANUFACTURED NAMES: Proprietary names for materials, equipment or furnishings as may appear in the CONTRACT DOCUMENTS are used to establish a basis of quality and performance and not to imply the exclusion of other materials, equipment or furnishings for which the CONTRACTOR may request and receive approval if found by the ENGINEER to be equal in all respects to the specified materials, equipment or furnishings. It shall be concluded that the CONTRACTOR's bid was based on materials, equipment and furnishings as specified and he is prepared to comply therewith.

1.1.33. The WORK includes the total construction contemplated by the CONTRACT DOCUMENTS and all labor, materials, furnishings and equipment that may be necessary to complete the construction.

1.2. **AUTHORITY:** The COUNTY, ENGINEER, and CONTRACTOR have all privileges and obligations granted to each under the provisions of the CONTRACT DOCUMENTS. The ENGINEER and CONTRACTOR may act through their respective authorized agents after each has advised the other and the COUNTY of the appointment of their agents.

1.3. **EXECUTIVE AND REPRESENTATION, INTENT, AND INTERPRETATIONS:**

1.3.1. EXECUTION of the AGREEMENT shall be in not less than duplicate. By EXECUTION of the AGREEMENT, the CONTRACTOR represents that he has inspected the construction site, familiarized himself with the local conditions under which the WORK is to be performed and understands the provisions of the CONTRACT DOCUMENTS.

1.3.2. INTENT of the CONTRACT DOCUMENTS is to include all things for the complete and satisfactory completion of the WORK. The CONTRACT DOCUMENTS are complimentary, and what is required by any one is as binding as if required by all. WORK not included in the CONTRACT DOCUMENTS is not an obligation of the CONTRACTOR unless it can be reasonably inferable from the CONTRACT DOCUMENTS that such WORK is necessary in order to achieve the intended results.

1.3.3. INTERPRETATION: Words which have a well-known technical or trade meaning are used throughout the CONTRACT DOCUMENTS in accordance with such recognized meaning. Written INTERPRETATIONS of the CONTRACT DOCUMENTS, in the form of DRAWINGS or letters, will be issued by the ENGINEER upon request of the CONTRACTOR. The CONTRACTOR shall not proceed with the WORK when he has doubts as to the correct INTERPRETATION.

1.4. **ORGANIZATION of the CONTRACT DOCUMENTS:** into divisions, sections, or other arrangement is not intended to represent a division of the WORK among various crafts, trades or suppliers of materials. The specification 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.

1.5. **THE ENGINEER:**

1.5.1. Access to the WORK shall be provided to the ENGINEER by the CONTRACTOR at all times whenever construction is in preparation or progress. The CONTRACTOR shall provide the ENGINEER with reasonable assistance and facilities for such access so that the ENGINEER may perform his duties as provided herein.

1.5.2. Inspections of the WORK in preparation and progress shall be made by the ENGINEER as necessary to satisfy himself as to the quality of the WORK and to determine if the WORK is proceeding in accordance with the provisions of the CONTRACT DOCUMENTS. The CONTRACTOR shall coordinate the schedule with the Project Manager to permit quality control testing as needed. If any of the WORK is covered prior to inspection and acceptance of the ENGINEER, it shall, if required by the COUNTY or the ENGINEER, be uncovered for the ENGINEER'S inspection and shall be properly replaced at the CONTRACTOR'S expense without change in the CONTRACT TIME. Areas determined not meeting specification shall be re-worked at no additional cost to the COUNTY. Areas requiring re-work will not relieve the CONTRACTOR from time frames set forth by the contract.

1.5.3. Approval of APPLICATIONS FOR PAYMENT submitted by the CONTRACTOR shall be a function of the ENGINEER.

1.5.4. Claims and Disputes and other matters in question between the CONTRACTOR and the COUNTY relating to the provisions of the CONTRACT DOCUMENTS shall be referred initially to the ENGINEER who shall make a recommendation to the COUNTY.

1.5.5. Non-Conforming Work: The ENGINEER shall have the authority to reject WORK which does not conform to the CONTRACT DOCUMENTS.

1.5.6. Shop Drawings and Samples, as submitted by the CONTRACTOR in accordance with the provisions of the CONTRACT DOCUMENTS, shall be reviewed by the ENGINEER. Approval of shop drawings and samples denotes apparent compliance with the intent and purpose of the CONTRACT DOCUMENTS but such acceptance does not relieve the CONTRACTOR of the responsibility for quantity and dimensional

compliance, operational performance, omissions or conformance with the CONTRACT DOCUMENTS or official modifications thereto by CHANGE ORDER, FIELD ORDER or INTERPRETATION.

1.5.7. Field Orders: The ENGINEER shall have authority to order minor changes in the WORK not involving an increase in the total CONTRACT SUM or an extension of the CONTRACT TIME and not inconsistent with the intent of the CONTRACT DOCUMENTS. Such changes may be effected by FIELD ORDER. Such changes shall be binding on the COUNTY and the CONTRACTOR.

1.6. LAND SURVEYING SERVICES:

1.6.1. Land Surveying Services, including references for horizontal and vertical control, building layout dimensions, and other field surveys from which the work is controlled vertically and horizontally, shall be furnished in the CONTRACT DOCUMENTS by the COUNTY to the extent that is required to lay out the WORK. Layout of the job and construction surveys shall remain the responsibility of the CONTRACTOR.

1.6.1.1. Unless provided in the plans or under separate contract, the CONTRACTOR shall pay the cost of centerline control, which shall be established and referenced PRIOR TO CONSTRUCTION, by a Professional LAND SURVEYOR licensed in the State of Florida.

1.6.1.2. The CONTRACTOR shall be responsible for the protection, referencing and/or resetting of any section corner monuments and property corners affected by the construction operations whether by design or accident. Any monument or property corner which is disturbed by the CONTRACTOR shall be replaced by a Professional LAND SURVEYOR, licensed in the State of Florida, at the CONTRACTOR's expense.

1.6.1.3. Construction layout (line and grade) or any other land surveying services as may be required by the CONTRACTOR shall be provided by the CONTRACTOR. Said land surveying services shall be performed by a Registered LAND SURVEYOR pursuant to Chapter 472, Florida Statutes and said construction layout or other land surveying services shall be in accordance with Chapter 21HH-6 Florida Administrative Code, Minimum Technical Standards, set forth by the Florida Board of Land Surveyors pursuant to Section 472.027, Florida Statutes and any additional requirements of the CONTRACT DOCUMENTS and SPECIFICATIONS.

1.7. THE CONTRACTOR:

1.7.1. The Contract Documents shall be carefully studied and compared by the CONTRACTOR so that he will be entirely familiar with the requirements.

1.7.2. Control of the Work, including the selection and coordination of all construction means, methods, techniques, sequences or procedures, shall be the responsibility of the CONTRACTOR.

1.7.3. LABOR, MATERIALS, FURNISHINGS AND EQUIPMENT: Unless otherwise specifically provided in the CONTRACT DOCUMENTS, the CONTRACTOR shall, at his own effort and expense, provide for all required labor, materials, furnishings, equipment, tools, construction equipment and machinery, utilities, transportation and other services and facilities necessary for the proper execution and completion of the WORK. All materials, furnishings and equipment provided shall be new unless otherwise specified in the CONTRACT DOCUMENTS. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence as to kind and quality of materials, furnishings and equipment used or to be used in the WORK.

1.7.3.1. The COUNTY reserves the right to provide materials for incorporation into the PROJECT without any obligation to adjust CONTRACT SUM at other than the contract unit price bid by the CONTRACTOR.

1.7.4. Discipline and Good Order within the PROJECT LIMITS shall at all times be enforced by the CONTRACTOR. He shall not employ on the WORK site any unfit person or persons not skilled in the task assigned to him. The acts and omissions of all employees of the CONTRACTOR and his SUBCONTRACTORS, and their agents and employees, and all other persons performing any of the WORK, shall be the responsibility of the CONTRACTOR.

1.7.5. WARRANTY: The Contractor warrants to the 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 Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. 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 the Owner and shall be for a period of one (1) year.

1.7.6. TAXES AND PERMITS: The CONTRACTOR shall pay all taxes and fees charged by the governmental agency having jurisdiction unless he is specifically relieved of such payment by the CONTRACT DOCUMENTS. The CONTRACTOR shall obtain and pay for all permits and licenses required by any governmental agency having jurisdiction unless specified otherwise in the CONTRACT DOCUMENTS. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, codes, regulations and orders of any governmental agency having jurisdiction. The CONTRACTOR shall immediately report to the ENGINEER any variances between the CONTRACT DOCUMENTS and the laws, ordinances, rules, codes, regulations and orders of any governmental agency having jurisdiction before proceeding with the affected WORK.

1.7.7. SUPERVISION: The CONTRACTOR shall employ a competent superintendent and, when necessary, an assistant superintendent, one of which shall at all times be within the PROJECT LIMITS while construction or inspection is in process. The selection of the superintendent shall be subject to approval of the ENGINEER. The superintendent shall represent the CONTRACTOR insofar as authority. Communication between the superintendent and the ENGINEER shall be as binding as if made between the CONTRACTOR and the ENGINEER.

1.7.7.1. CONTRACTOR shall supply day and night phone numbers of superintendent assigned to the PROJECT. The superintendent is required to be a supervisory position whose main job function is to oversee timely completion of the WORK. Any other function of the superintendent is to be considered an ancillary function and timely progress of the job should not depend on his performance of the ancillary functions. So long as the individual(s) named remain actively employed or retained by the CONTRACTOR, they shall perform as stated unless the ENGINEER agrees to the contrary in writing.

1.7.8. REPORTING: The CONTRACTOR will supply documentation of work performed in the format specified by the COUNTY. The record will be submitted to the Project Manager for verification at the end of each work day or as requested.

1.7.9. PROSECUTION OF THE WORK: ALL necessary documents shall be submitted within seven (7) calendar days of the date of NOTICE OF AWARD of Bid. The CONTRACTOR shall begin WORK within fourteen (14) calendar days of the date of the NOTICE TO PROCEED. ALL WORK contemplated by the CONTRACT DOCUMENTS shall be completed within the number of calendar days from the date of NOTICE TO PROCEED as stated in the Bid Proposal. See Section 1.7.10. for additional requirements.

1.7.10. PROGRESS SCHEDULE: The CONTRACTOR, within seven (7) days after receipt of the NOTICE OF AWARD and prior to execution of the AGREEMENT, shall prepare and submit for the approval of the ENGINEER an estimated progress schedule for the WORK. The progress schedule shall indicate the starting and completion dates for the various stages of the WORK. Conventional methods shall be used to depict anticipated schedule, define critical activities and identify milestones necessary for timely completion of the PROJECT. The progress schedule shall be revised by the CONTRACTOR when requested or authorized to do so by the ENGINEER. Failure by the CONTRACTOR to strictly comply with the approved Progress Schedule shall constitute a material breach of this CONTRACT. Beginning of WORK shall not commence until a pre-construction conference has been held. Contact the Engineering Division for appointment. All time limits stated in the CONTRACT DOCUMENTS are of the essence of the AGREEMENT. The CONTRACTOR shall begin the WORK upon receipt of the NOTICE TO PROCEED and he shall thereafter expeditiously and continuously proceed with the WORK using adequate forces and facilities. The CONTRACTOR shall complete the WORK within the CONTRACT TIME.

1.7.11. Drawings and other CONTRACT DOCUMENTS necessary for the construction of the WORK shall at all times be within the PROJECT LIMITS and be available to the ENGINEER.

1.7.12. FIELD WORK DRAWINGS: One (1) set of drawings, plans, exhibits, and specifications shall be kept by the superintendent upon which changes to the WORK permitted by CHANGE ORDER, FIELD ORDER or INTERPRETATION shall be carefully and neatly marked. Upon final acceptance of the WORK, the modified drawings, plans, exhibits, and specifications shall be signed and dated by the superintendent and given to the ENGINEER.

1.7.13. Shop Drawings and Samples shall be reviewed by the CONTRACTOR and promptly submitted in duplicate to the ENGINEER for approval.

1.7.14. COORDINATION WITH UTILITIES: The CONTRACTOR is responsible for notifying Sunshine State One Call of Florida prior to any type of excavation work unless exemption is listed in Florida Statutes, ss.556.108. The CONTRACTOR is also responsible for contacting owners of any overhead utilities that could represent a conflict or unsafe condition. In addition, the CONTRACTOR is responsible for coordinating the relocation of utilities that may be required to resolve a conflict. Finally, the CONTRACTOR shall pay the service charges and installation costs for all temporary facilities used for the WORK.

1.7.15. COORDINATION WITH PROPERTY OWNERS: CONTRACTOR will contact adjacent property owners and coordinate work with them if work affects their access, requires removal of owner's property from the right-of-way, or otherwise affects the adjacent property.

1.7.16. QUALITY CONTROL: Testing as required by the CONTRACT DOCUMENTS will be contracted for by the COUNTY using a soil consultant designated by the COUNTY. However, it shall be the sole responsibility of the CONTRACTOR to coordinate all quality control testing with the COUNTY and the testing consultant. The CONTRACTOR shall provide a minimum of twenty four (24) hours advance notification to the COUNTY when a test is required

Any retesting due to failed tests on any materials shall be charged to CONTRACTOR for the actual cost of the re-test as billed by the consultant doing the testing. Copies of field reports will be supplied to the CONTRACTOR upon request as soon as the reports are available from the testing company.

1.7.17. MAINTENANCE OF TRAFFIC PLAN: Maintenance of traffic (MOT) shall be the responsibility of the CONTRACTOR. Roadway shall be kept accessible for local traffic and for emergency vehicles at all times

and shall be left in a safe condition during non-working hours. All maintenance of traffic facilities, detours and devices shall be kept in good repair by the CONTRACTOR.

Maintenance of Traffic Plan: The CONTRACTOR shall submit a Maintenance of Traffic (MOT) plan for each work location for approval by the COUNTY no less than ten (10) working days prior to use.

Minimum traffic control standards shall conform to the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). For work requiring MOT, the CONTRACTOR shall have at least one person on site responsible for MOT. This person must possess a FDOT MAINTENANCE of TRAFFIC Intermediate Level training certificate and have such certificate available for inspection on job site.

Flagging control; 'High Visibility Clothing' The flagger's vest, shirt, or jacket shall be "orange" or "lime green" in color or a fluorescent version of that color meeting requirements of ANSI-ISEA 107-2004 or 107-2010 class 2 for daytime activities and class 3 for nighttime activities or superseding standard.

All workers within the clear zone located in the Right-of-Way must wear 'High Visibility Clothing'. The worker's vest, shirt, or jacket shall be "orange" or "lime green" in color or a fluorescent version of that color meeting requirements of ANSI-ISEA 107-2004 or 107-2010 class 2 or superseding standard.

Flag personnel shall be equipped with 2 way radios when visual contact between flaggers is not possible.

Any equipment left on the right-of-way overnight shall be parked outside the clear zone as near to the right-of-way line as possible, except in medians where no equipment will be permitted to be parked overnight.

All service and supply operations shall be conducted between the travel way and the right-of-way line and be outside the clear zone. No supply vehicles shall enter the median for any purpose. No service vehicle shall enter the median except when necessary to repair or remove inoperable equipment.

The foregoing requirements are to be considered as minimum and the CONTRACTOR's compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control and devices for the protection of the public and CONTRACTOR's employees throughout the work area.

1.7.18. SAFETY: All safety equipment and lighting required by State, OSHA, ADA, or other Federal regulations must be provided. All safety devices shall be properly installed and maintained in good working order at all times. In addition, as a minimum, all mobile equipment used on the COUNTY right-of-way shall be equipped with a slow moving vehicle sign, amber flashing lights or white strobe lights, and all safety devices installed by the manufacturer.

Notwithstanding any review by Marion COUNTY personnel, the CONTRACTOR shall be responsible for compliance with all relevant federal, state, or other safety codes and requirements and for exercising appropriate practices to safeguard the public and employees working on this project.

is placed in service. EQUIPMENT: All equipment may be inspected by ENGINEER/Project Manager and/or designee prior to placement in the Project Manager hof any time, the Project Manager determines that the equipment is deficient, poses a threat to public safety or the environment, or degrades the quality of product, the CONTRACTOR shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected. Inspection and approval of the CONTRACTOR's equipment by the Project Manager will not relieve the CONTRACTOR of responsibility or liability for injury to persons or damage to property caused by the

operation of the CONTRACTOR's equipment, nor will it relieve the CONTRACTOR of the responsibility to meet the established time schedules previously agreed upon.

In the event the CONTRACTOR's choice of equipment does not produce a satisfactory final product, as determined by the Project Manager, then the COUNTY may require the CONTRACTOR to utilize an alternative piece of equipment to achieve contract specification compliance. No extra costs will be incurred by the COUNTY for the substitution of equipment found to be unacceptable for the work being performed.

CONTRACTOR shall use drip pans when equipment is parked or stored in COUNTY right-of-ways and drainage retention areas.

1.7.20. USE OF SITE: The CONTRACTOR shall confine his storage and operations to the PROJECT LIMITS unless specific instructions for storage and operations are specified in the CONTRACT DOCUMENTS. Materials, tools, and construction equipment shall be stored in a neat and reasonable manner as not to unduly hamper progress and safety. Waste materials and debris shall not be allowed to accumulate and shall be disposed of on a regular basis by the CONTRACTOR at his expense. Upon completion of the WORK and prior to the FINAL INSPECTION and final acceptance, all surplus materials, tools, construction equipment, rubbish and debris shall be removed from the PROJECT LIMITS. The WORK shall be entirely cleaned and ready for service, and all installed equipment shall be tested and operational.

1.7.21. SCHEDULING OF SUCCESSIVE OPERATIONS: At the Pre-Construction Conference, CONTRACTOR 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. CONTRACTOR shall not be allowed to work in more than one work location at a time unless CONTRACTOR demonstrates that he has a second crew with equipment or CONTRACTOR has reached substantial completion and has been authorized by COUNTY Project Manager to move to the next scheduled work location.

1.7.22. HOURS OF OPERATION AND OVERTIME: For overtime purposes, the COUNTY's working schedule is from 8:00 A.M. to 5:00 P.M., Monday thru Friday, eight (8) hours per day/forty (40) hours per week except on holidays. Overtime for the COUNTY inspector will be back charged to the CONTRACTOR. The rate of charge shall be at 1.5 times the hourly rate of the inspector assigned.

1.7.23. WORK DAY: All operations shall begin no earlier than one half hour before sunrise and be discontinued one half hour after sunset. Approved signing shall be maintained throughout the work day.

1.7.24. EMERGENCY CONTACT: In an emergency situation CONTRACTOR shall respond no more than two (2) hours after notification. Failure to comply will result in back charges to be paid directly by the CONTRACTOR for all COUNTY costs that are incurred.

1.7.25. LIMITATION OF EXPOSURE OF ERODIBLE EARTH: The Project Manager may limit the surface areas of unprotected, erodible earth exposed by the construction operation and may direct the CONTRACTOR to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the project right-of-way or damage to the project. CONTRACTOR shall limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, grassing, sodding, and other such permanent erosion control measures current in accordance with the accepted schedule.

1.7.26. STORMWATER: For any work that affects the stormwater drainage pattern, may cause erosion or sedimentation, or may cause water pollution the CONTRACTOR shall:

Unless otherwise directed, ensure that the existing stormwater drainage patterns are maintained.

Ensure that erosion and sediment controls are properly installed and maintained throughout the construction process. All best management practices (BMPs) used for erosion and sediment control must be regularly inspected and maintained in a manner consistent with Federal, State and COUNTY requirements. The CONTRACTOR shall also ensure that all additional measures to dispose of, control, or prevent the discharge of solid, hazardous, and sanitary wastes to surface waters of the State will be employed in a manner consistent with Federal, State and COUNTY requirements.

1.7.27. PROTECTION OF LAND AND WATER RESOURCES: The CONTRACTOR shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, bitumen, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. The CONTRACTOR shall comply with all applicable federal, state, and COUNTY laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in section 403.031, Fla. Stat., is dumped or spilled in unauthorized areas, the CONTRACTOR shall immediately notify the COUNTY and appropriate regulatory authorities and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and properly disposed of and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by the CONTRACTOR. The CONTRACTOR shall demonstrate proper disposal of contaminated material.

1.7.28. SUBCONTRACTORS: Within seven (7) days after receipt of the NOTICE OF AWARD and prior to execution of the AGREEMENT, the successful bidder shall furnish to the ENGINEER a written list of all superintendents, SUBCONTRACTORS, the LAND SURVEYOR in responsible charge, and all other persons or organizations who are proposed to provide services, materials, or specially designed equipment for the principal portions of the WORK. Prior to the execution of the AGREEMENT, the ENGINEER shall notify the successful bidder in writing if the COUNTY, after due investigation, has reasonable objection to any person or organization on such list. Failure of the COUNTY to make an objection to any person or organization on the list prior to the award shall constitute acceptance of such person or organization. If, prior to the execution of the AGREEMENT, the COUNTY or ENGINEER has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful bidder may, prior to the execution of the AGREEMENT, withdraw his bid without forfeiture of bid security. If the successful bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution, the COUNTY may, at their discretion, accept the increased bid price or they may disqualify the bid. If, after the execution of the AGREEMENT, the COUNTY refuses to accept any person or organization on such list, the CONTRACTOR shall submit an acceptable substitute and the CONTRACT SUM shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate CHANGE ORDER shall be issued; however, no increase in the CONTRACT SUM shall be allowed for any such substitution unless the CONTRACTOR has acted promptly and responsively in submitting a name with respect thereto prior to the award. The CONTRACTOR shall not contract with any SUBCONTRACTOR proposed for the principal portions of the WORK who has not been accepted by COUNTY. If the COUNTY requires a change of any SUBCONTRACTOR or person or organization previously accepted by them, the CONTRACT SUM shall be increased or decreased by the difference in cost occasioned by such change and an appropriate CHANGE ORDER shall be issued. The CONTRACTOR shall not make any substitution for any SUBCONTRACTOR or person or organization that has been accepted by the COUNTY unless the substitution is acceptable to the ENGINEER. All WORK performed for the CONTRACTOR by a SUBCONTRACTOR shall be pursuant to an appropriate agreement between the

CONTRACTOR and the SUBCONTRACTOR (and where appropriate between SUBCONTRACTORS and sub-SUBCONTRACTORS) which shall contain provisions that:

1.7.28.1. preserve and protect the rights of the COUNTY under the Contract with respect to the WORK to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;

1.7.28.2. require that such WORK be performed in accordance with the requirements of the CONTRACT DOCUMENTS;

1.7.28.3. require submission to the CONTRACTOR of APPLICATIONS FOR PAYMENT under each subcontract to which the CONTRACTOR is a party, in reasonable time to enable the CONTRACTOR to apply for payment;

1.7.28.4. require that all claims for additional costs, EXTENSIONS OF TIME, damages for delays or otherwise with respect to subcontracted portions of the WORK shall be submitted to the CONTRACTOR (via any SUBCONTRACTOR or sub-SUBCONTRACTOR where appropriate) in the manner provided in the CONTRACT DOCUMENTS for like claims by the CONTRACTOR upon the COUNTY;

1.7.28.5. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance except such rights as they may have to the proceed of such insurance held by the COUNTY as trustee;

1.7.28.6. obligate each SUBCONTRACTOR specifically to consent to the provisions that the CONTRACTOR shall pay each SUBCONTRACTOR, upon receipt of payment from the COUNTY an amount equal to the percentage of completion allowed to the CONTRACTOR on amount of such SUBCONTRACTOR's work. The CONTRACTOR shall also require each SUBCONTRACTOR to make similar payments to his SUBCONTRACTORS. If the ENGINEER fails to issue a Certificate for Payment for any cause which is the fault of the CONTRACTOR and not the fault of a particular SUBCONTRACTOR, the CONTRACTOR shall pay that SUBCONTRACTOR on demand, made at any time after the Certificate for Payment should otherwise have been issued, for his WORK to the extent completed less the retained percentage.

1.7.29. PROPERTY INSURANCE shall not be provided by COUNTY.

1.7.30. ROYALTIES AND PATENTS: The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights or copy rights and shall save the COUNTY harmless from loss on account thereof, except that the COUNTY shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

1.7.31. REQUIREMENTS OF OTHERS: If laws, ordinances, rules, regulations or orders of any governmental agency having jurisdiction require any WORK to be inspected, tested or approved, the CONTRACTOR shall give the ENGINEER timely notice of its readiness and of the date arranged so that ENGINEER may observe such inspection, testing or approval. The CONTRACTOR shall bear all costs of such inspections, tests and approvals unless otherwise provided.

1.7.32. CLAIM FOR ADDITIONAL COST OR TIME: If the CONTRACTOR wishes to make a claim for an increase in the CONTRACT SUM or an extension in the CONTRACT TIME, he shall give the ENGINEER written notice thereof within seven (7) calendar days, as defined in the specifications, after the occurrence of the event giving rise to such claim. This notice shall be given by the CONTRACTOR before proceeding to execute the WORK,

except in an emergency endangering life or property in which case the CONTRACTOR shall proceed. No such claim shall be valid unless so made and properly documented as required by the specifications. Any increase in the CONTRACT SUM or CONTRACT TIME resulting from such claim shall be authorized by CHANGE ORDER. The failure by the CONTRACTOR to give such notice and to give such notice prior to executing the WORK shall constitute a waiver of any claim for additional compensation or extension of CONTRACT TIME.

In connection with any claim by the CONTRACTOR against the COUNTY for compensation in excess of the CONTRACT PRICE, any liability of the COUNTY for the CONTRACTOR'S cost shall be strictly limited to direct costs incurred by the CONTRACTOR and shall in no event include indirect costs or consequential damages of the CONTRACTOR. The COUNTY shall not be liable to the CONTRACTOR for claims of third parties, including SUBCONTRACTORS, unless and until liability of the CONTRACTOR has been established therefore in a court of competent jurisdiction.

1.7.33. AS-BUILT SURVEY AND AS-BUILT DRAWINGS: The COUNTY shall provide the CONTRACTOR with a digital copy and one (1) set of reproducible DRAWINGS of the WORK. The CONTRACTOR's LAND SURVEYOR shall perform an AS-BUILT SURVEY and depict the results of said survey on the reproducible DRAWINGS. Each reproducible sheet of the DRAWINGS used by the surveyor shall be identified as "AS-BUILT SURVEY" and a copy shall be certified by the LAND SURVEYOR in responsible charge as meeting the Minimum Technical Standards set forth by the Florida Board of Land Surveyors pursuant to Chapter 472, Florida Statutes and Chapter 21HH-6, Florida Administrative Code. AS-BUILT SURVEYS shall document field measurements of vertical and horizontal dimensions, so that the constructed WORK can be delineated in such a way that the ENGINEER may determine the substantial accuracy of the location of the construction. The AS-BUILT survey will include Cross Sections taken in the field at the same increments and stationing as depicted on the design plans. This information will be based on the same vertical datum as the design plans with sufficient information to determine volumes to within five percent (5%) of actual excavation. This information will be recorded in a Field Book and/or digitally in a form pre-approved by the ENGINEER.

The information shown on the AS-BUILT DRAWINGS will be sufficient to compare the planned design against the finished construction. The AS-BUILT DRAWINGS will show constructed information at the same increments and stationing as depicted on the design plans. This information will be plotted on the reproducible drawings supplied to the CONTRACTOR. The constructed information will be shown in the correct horizontal locations with the finished elevations. This information will be denoted with a (*) on the AS-BUILT DRAWINGS.

This survey shall include, but not limited to inverts of pipes, pavement radius, reestablish control points, locations of traffic control devices, verification of 5-point cross section and pavement width taken at the same increments and stationing as depicted on the design plans, and it shall be based on the same vertical datum.

The AS-BUILT DRAWING submitted by the LAND SURVEYOR shall clearly show by symbols, notations, or delineation, the constructed work located by the field survey. All As-Built information shall be denoted with (*).

The horizontal accuracy of the AS-BUILT SURVEY shall be such that it may be determined where the constructed work is placed on the property, in rights-of-way, or in easements as compared to the original design. The vertical and horizontal information shall be such that it may be determined by the ENGINEER whether the work was constructed with substantial accuracy. Original field notes used in establishing horizontal and vertical information shall be submitted with all "As-Built" plans.

On the cover sheet of the AS-BUILT DRAWINGS, in a conspicuous place, there shall be a note stating the following: "Additions or deletions to this survey drawing by other than the signing party or parties are prohibited without the written consent of the signing party or parties". The AS-BUILT DRAWINGS shall bear the name, firm or resident address, city, and certificate number, of the LAND SURVEYOR in responsible charge and date of the field survey as set forth in Chapter 472, Florida Statutes. The LAND SURVEYOR through the CONTRACTOR shall provide the COUNTY with three (3) copies of the AS-BUILT DRAWINGS in addition to the reproducible drawings and the digital copy. Copies of the AS-BUILT DRAWINGS shall have the original signature and a raised embossed seal of the LAND SURVEYOR in responsible charge.

1.8. **SEPARATE CONTRACTS:** The COUNTY reserves the right to award other contracts in connection with other portions of the PROJECT under these or similar conditions of the AGREEMENT. When separate contracts are awarded for different portions of the PROJECT, "the CONTRACTOR" in the CONTRACT DOCUMENTS in each case shall be the CONTRACTOR who signs each separate AGREEMENT. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If any part of the CONTRACTOR's WORK depends for proper execution or results upon the work of any other separate contractor, the CONTRACTOR shall inspect and promptly report to the ENGINEER any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the CONTRACTOR to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his work, except as to defects which may develop in the other separate contractor's work after the execution of the CONTRACTOR's WORK. Should the CONTRACTOR cause damage to the work or property of any separate contractor on the PROJECT, the CONTRACTOR shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the COUNTY on account of any damage alleged to have been so sustained, the COUNTY shall notify the CONTRACTOR who shall defend such proceedings at the COUNTY's expense, and any judgment against the COUNTY that arises therefrom the CONTRACTOR shall pay or satisfy it and shall reimburse the COUNTY for all attorney's fees and court costs which the COUNTY has incurred. The CONTRACTOR shall do all cutting, fitting or patching of his WORK that may be required to fit to receive or be received by the work of other contractors shown in the CONTRACT DOCUMENTS. The CONTRACTOR shall not endanger any work of other contractors by cutting, excavating or otherwise altering his work and shall not cut or alter the work of any other contractor except with the written consent of the ENGINEER. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. If a dispute arises between the separate contractors as to their responsibility for cleaning up as required herein, the COUNTY may clean up and charge the cost thereof to the several contractors as it shall determine to be just.

1.9. **SUCCESSORS AND ASSIGNS:** The COUNTY and the CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the CONTRACT DOCUMENTS. Neither party to the AGREEMENT shall assign the AGREEMENT or sublet it as a whole without written consent of the other, nor shall the CONTRACTOR assign any monies due or to become due to him hereunder, without previous written consent of the COUNTY.

1.10. **WRITTEN NOTICE:** shall be deemed to have been duly served if delivered in person to the individual or member of the firm or COUNTY, or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

1.11. **CLAIMS FOR DAMAGES:** Should either party to the AGREEMENT suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents, or others

for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

1.12. **BONDS:** The CONTRACTOR shall furnish the COUNTY bonds as required by the CONTRACT DOCUMENTS prior to signing of the AGREEMENT. Such bonds shall assure the faithful performance of the AGREEMENT and the payment of all obligations of the CONTRACTOR arising therefrom. Bonds shall be in the amount and form as the COUNTY requires and with such sureties as may be agreeable to all parties.

1.13. **PERFORMANCE BOND:** A Performance Bond acceptable to COUNTY in the full amount of the CONTRACT SUM shall be furnished by CONTRACTOR within fourteen (14) calendar days of the NOTICE OF AWARD of Bid and prior to execution of the AGREEMENT.

1.14. **PAYMENT BOND:** A Payment Bond acceptable to COUNTY in the full amount of the CONTRACT SUM shall be furnished by CONTRACTOR within fourteen (14) calendar days of the NOTICE OF AWARD of Bid and prior to execution of the AGREEMENT.

1.15. **COUNTY'S RIGHT TO COMPLETE WORK:** If the CONTRACTOR defaults or neglects to carry out the WORK in Accordance with the CONTRACT DOCUMENTS or fails to perform any provision of the AGREEMENT, the COUNTY may, after seven (7) days written notice to the CONTRACTOR and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate CHANGE ORDER shall be issued deducting from the payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies, including the cost of the ENGINEERS' additional services made necessary by such default, neglect or failure. The COUNTY must approve both such action and the amount charged to the CONTRACTOR. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the COUNTY.

1.16. **REJECTION OF WORK AND MATERIALS:** If the County deems any portion of the Work or materials does not meet specifications, and is therefore unsatisfactory, the Contractor shall rework those areas so that the total Work is completed in a manner satisfactory to the County with no additional compensation.

1.17. **DELAYS AND EXTENSIONS OF TIME:** If the CONTRACTOR is delayed at any time in the progress of the WORK by any act or neglect of the COUNTY or the ENGINEER, or by any employee of either, or by any separate contractor employed by the COUNTY, or by changes ordered in the WORK or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the COUNTY pending arbitration, or by any cause which the COUNTY determines may justify the delay, then the CONTRACT TIME shall be extended by CHANGE ORDER for such reasonable time as the COUNTY may determine. All claims for EXTENSION OF TIME shall be made in writing to the ENGINEER within the time given in the SPECIFICATIONS; otherwise they shall be waived. In the case of a continuing cause of delay only one claim is necessary. All claims for EXTENSION OF CONTRACT TIME must be fully documented and supported as required in the SPECIFICATIONS.

1.18. **ASSESSMENT OF LIQUIDATED DAMAGES:** In the event the CONTRACTOR does not achieve Substantial Completion beyond the date set forth herein for Substantial Completion of the Work, the CONTRACTOR shall pay the COUNTY's costs for administration, management and inspection of the project. The rate set forth herein shall be the regular pay rate for COUNTY personnel assigned to the project on or before the execution of this contract. Any Liquidated Damages incurred will be subtracted from the final payment to the CONTRACTOR.

1.19. **PROGRESS PAYMENTS:** The CONTRACTOR shall submit to the ENGINEER an itemized APPLICATION FOR PAYMENT, supported by such data substantiating the CONTRACTOR's right to payment as the COUNTY or ENGINEER may require. The APPLICATION FOR PAYMENT shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR'S representation that the WORK has progressed to the level for which payment is requested in accordance with the contract unit prices, that the WORK has been properly installed or performed in full accordance with the AGREEMENT and that the CONTRACTOR knows of no reason why payment should not be made as requested. If payments are to be made for materials or equipment not incorporated in the WORK but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the CONTRACTOR of bills of sale or such other procedures satisfactory to the COUNTY to establish the COUNTY's title to such materials or equipment or otherwise protect the COUNTY's interest including applicable insurance and transportation to the site. The CONTRACTOR warrants and guarantees that title to all WORK, materials and equipment covered by an APPLICATION FOR PAYMENT, whether incorporated in the PROJECT or not, will pass to the COUNTY upon the receipt of such payment by the CONTRACTOR, free and clear of all liens, claims, security interests or encumbrances; and that no WORK, materials or equipment covered by an APPLICATION FOR PAYMENT will have been acquired by the CONTRACTOR, or by any other person performing the WORK at the site or furnishing materials and equipment for the PROJECT, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person. When the CONTRACTOR has made APPLICATION FOR PAYMENT, the ENGINEER will, with reasonable promptness, but not more than fifteen (15) days after the receipt of the Application, submit the Application to the COUNTY, with a copy to the CONTRACTOR, for such amount as he recommends to be properly due, or state in writing his reasons for recommending or withholding payment. Approval of the APPLICATION FOR PAYMENT will constitute a representation by the ENGINEER, based on observations at the site and the data comprising the APPLICATION FOR PAYMENT, that the WORK has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the WORK is in accordance with the CONTRACT DOCUMENTS (subject to an evaluation of the WORK as a functioning whole upon FINAL INSPECTION, the results of any subsequent tests required by the CONTRACT DOCUMENTS, to minor deviations from the CONTRACT DOCUMENTS correctable prior to completion and to any specific qualifications stated in his approval) and that the CONTRACTOR is entitled to payment in the amount certified. No approval by the ENGINEER of an APPLICATION FOR PAYMENT for a PROGRESS PAYMENT, nor any partial or entire use or occupancy of the PROJECT by the COUNTY, shall constitute an acceptance of any WORK not in accordance with the CONTRACT DOCUMENTS. The ENGINEER may decline to approve an APPLICATION FOR PAYMENT and may withhold his approval in whole or in part if in his opinion he is unable to make representations to the COUNTY as herein stated. The ENGINEER may also decline to approve an APPLICATION FOR PAYMENT or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any certificate for payment previously issued to such extent as may be necessary in his opinion to protect the COUNTY from loss because of:

1.19.1. defective work not remedied;

1.19.2. claims filed or reasonable evidence indicating probable filing of claims;

1.19.3. failure of the CONTRACTOR to make payments properly to SUBCONTRACTORS or for labor, materials or equipment;

1.19.4. reasonable doubt that the WORK can be completed for the unpaid balance of the CONTRACT SUM;

1.19.5. damage to another CONTRACTOR;

1.19.6. reasonable indication that the WORK will not be completed within the CONTRACT TIME; or

1.19.7. unsatisfactory prosecution of the WORK by the CONTRACTOR.

If the ENGINEER should fail to approve an application for Payment, through no fault of the CONTRACTOR, within fifteen (15) days after receipt of the CONTRACTOR's APPLICATION FOR PAYMENT, or if the COUNTY should fail to pay the CONTRACTOR within sixty (60) days after approval of the APPLICATION FOR PAYMENT any amount approved by the ENGINEER, then the CONTRACTOR may, upon seven (7) additional days **written notice to the COUNTY and the ENGINEER, stop the WORK until payment of the amount owing has been received.**

1.20. **RETAINAGE:** Five (5) percent of PROGRESS PAYMENTS shall be withheld as RETAINNAGE until the FINAL PAYMENT provided that CONTRATOR is not behind schedule. If CONTRACTOR falls behind the schedule, ten (10) percent retainage shall be held for the total amount invoiced on the project.

1.21. **FINAL INSPECTION AND FINAL PAYMENT**: When the CONTRACTOR believes the WORK is completed, he shall request in writing that the ENGINEER perform a FINAL INSPECTION. The ENGINEER will arrange for the FINAL INSPECTION if he concurs with the CONTRACTOR that the WORK appears to be substantially completed. After the completion of the FINAL INSPECTION, the ENGINEER shall advise the CONTRACTOR in writing of WORK not in conformance with the CONTRACT DOCUMENTS. If part of the WORK is found to be not in conformance with the CONTRACT DOCUMENTS, the CONTRACTOR shall immediately correct the WORK and, having done so, request in writing another FINAL INSPECTION by the ENGINEER. This procedure shall continue until the ENGINEER advises the CONTRACTOR that all WORK apparently is found acceptable at which time the CONTRACTOR may submit his APPLICATION FOR PAYMENT for the FINAL PAYMENT. The CONTRACTOR shall bear the cost of such repeat final inspections which cost may be deducted by the COUNTY from the CONTRACTOR'S FINAL PAYMENT. At the time the CONTRACTOR submits his last draw request, the CONTRACTOR shall provide Release of Lien from all SUBCONTRACTORS and suppliers. No FINAL PAYMENT shall be made until all Releases of Lien and the AS-BUILT DRAWINGS have been received. Upon approval by the ENGINEER of the FINAL PAYMENT, the COUNTY shall pay the entire balance found to be due CONTRACTOR upon receipt from the CONTRACTOR of (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the WORK for which the COUNTY or their property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to FINAL PAYMENT, and (3), if required by the COUNTY, other data establishing payment of satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the COUNTY. If any SUBCONTRACTOR refuses to furnish a release or waiver required by the COUNTY, the CONTRACTOR may furnish a bond satisfactory to the COUNTY to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the COUNTY all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. The making of FINAL PAYMENT to the CONTRACTOR shall constitute a waiver of all claims by the COUNTY except those arising from (1) unsettled liens, (2) faulty or defective work appearing after FINAL PAYMENT, or (3) terms of any warranties and guarantees specified by the CONTRACT DOCUMENTS. The acceptance of FINAL PAYMENT by the CONTRACTOR shall constitute a waiver of all claims by the CONTRACTOR except those previously made in writing and still unsettled.

1.22. **CHANGES IN THE WORK:**

1.22.1. The COUNTY, without invalidating the AGREEMENT, may order changes in the WORK within the general scope of the WORK consisting of additions, deletions or other revisions, the CONTRACT SUM and the

CONTRACT TIME being adjusted accordingly. All such Changes in the WORK that would increase the CONTRACT SUM or extend the CONTRACT TIME shall be authorized by CHANGE ORDER.

1.22.2. The Cost or Credit to the COUNTY resulting from a change in the work, by CHANGE ORDER or FIELD ORDER, shall be determined in one or more of the following ways:

1.22.2.1. by mutual acceptance of a lump sum properly itemized;

1.22.2.2. by unit prices stated in the CONTRACT DOCUMENTS with no extra compensation to the CONTRACTOR due to such change; or

1.22.2.3. by cost and a mutually acceptable fixed or percentage fee.

1.22.2.4. If none of the methods set forth above is agreed upon, the CONTRACTOR, provided he receives a CHANGE ORDER, shall promptly proceed with the WORK involved. The cost of such WORK shall be determined by the ENGINEER on the basis of the CONTRACTOR's reasonable expenditures and savings, including, in the case of an increase in the CONTRACT SUM, a reasonable allowance for overhead and profit. In such case, the CONTRACTOR shall keep and present, in such form as the ENGINEER may prescribe, an itemized accounting together with appropriate supporting data. Pending final determination of cost to the COUNTY, payments on account shall be made on the ENGINEER's recommendation of APPLICATION FOR PAYMENT. The amount of credit to be allowed by the CONTRACTOR to the COUNTY for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by the ENGINEER. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.

1.22.3. The execution of a CHANGE ORDER by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR'S AGREEMENT to the ordered changes in the WORK, this AGREEMENT as thus amended, the CONTRACT PRICE and the CONTRACT TIME. The CONTRACTOR, by executing the CHANGE ORDER, waives and forever releases any claim against the COUNTY for additional time or compensation for matters relating to or out of or result from the WORK included within or affected by the executed CHANGE ORDER.

1.23. **SAFETY PROVISIONS:** The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs connected with the WORK.

1.23.1. SAFETY OF PERSONS AND PROPERTY: The CONTRACTOR shall take all reasonable protection to prevent damage, injury or loss to:

1.23.1.1. all employees on the WORK and all other persons who may be affected thereby;

1.23.1.2. all the WORK and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the CONTRACTOR or any of his SUBCONTRACTORS or sub-Subcontractors; and

1.23.1.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

1.23.2. DAMAGE: All property items damaged, as a result of the CONTRACTOR's or SUBCONTRACTOR's operations (such as sidewalks, fences, driveways, mail boxes, signs, curbs, pipes, drains, water mains, telephone or communication boxes, cable boxes, pavement, ditch blocks, skimmers, turf, items of landscaping, or other

appurtenances) shall either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner acceptable to the Project Manager, prior to payment for work performed. CONTRACTOR must resolve any damages to private property directly with the affected property owner.

Mailboxes damaged by the CONTRACTOR will be replaced as close to the original location as reasonable in accordance with the Marion County Land Development Code, provided that the support post is wood and less than four (4) inches in diameter or is a breakaway type post. If the original support post is damaged or unsatisfactory prior to work being done, the CONTRACTOR must notify the Project Manager prior to beginning so documentation and pictures can be obtained and resident notified prior to mailbox being removed and commencement of work.

The CONTRACTOR shall immediately notify the Project Manager of any damage caused by the CONTRACTOR's operations. The cost for repairs will be considered as having been included in the contract price and no other compensation will be made. This requirement for repair may be waived if the County Engineer determines that the damaged items are abandoned or it is not appropriate to repair or replace such items. It is the CONTRACTOR's responsibility to notify the Project Manager if there is prior damage to any appurtenance in the work area.

Contractor shall be responsible for the proper care and protection of all material delivered and work performed until completion and final acceptance by the County. Unless otherwise directed, contractor shall adequately protect all appurtenances and maintain all areas that are within the project area.

Contractor shall continuously maintain adequate protection of the Work from damage and shall protect public and privately owned property, structures, utilities, and work of any kind against damage or interruptions of service that may result from its activities. Contractor shall be solely responsible for all County-owned property in its possession. Contractor shall repair, replace, or restore any damage, injury, or loss to any of the above public or private property at its expense and to the County's satisfaction. Should Contractor fail to perform its obligations hereunder, the County may make good any damage to public or private property caused by Contractor. The cost thereof shall be deducted from Contractor's payment.

In the event of temporary suspension of the Work, or during inclement weather, or whenever the County shall direct, Contractor and its subcontractors shall carefully protect the Work and materials from damage or injury caused by the weather. If any work or material is damaged or injured due to Contractor's and/or its subcontractor's failure to so protect the Work, such materials shall be removed and replaced at the expense of Contractor.

1.23.3. SAFETY LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any governmental agency having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the WORK, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

1.23.4. Hazardous and Dangerous Materials: When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the WORK, the CONTRACTOR shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel. The CONTRACTOR is responsible for notifying the Project Manager of any hazardous materials used at the work site and providing him with a copy of the Material Safety Data Sheets (MSDS) as required by the Florida Right-to-Know Law, as applicable. No petroleum or hazardous chemical storage tanks shall be stored on COUNTY owned property or rights-of-way unless approved by the County Engineer.

Any spillage of hazardous chemicals and/or wastes must be reported immediately to the Project Manager and cleaned up and disposed of in accordance with all State and Federal Regulations, laws or statutes.

Petroleum Storage Tanks. No petroleum or hazardous chemical storage tanks shall be stored on COUNTY owned property or rights-of-ways unless approved by the County Engineer. Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto County property must be either double-walled or kept within secondary containment that will contain 110% of the volume of the tanks.

1.23.5. SAFETY SUPERVISION: The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the COUNTY.

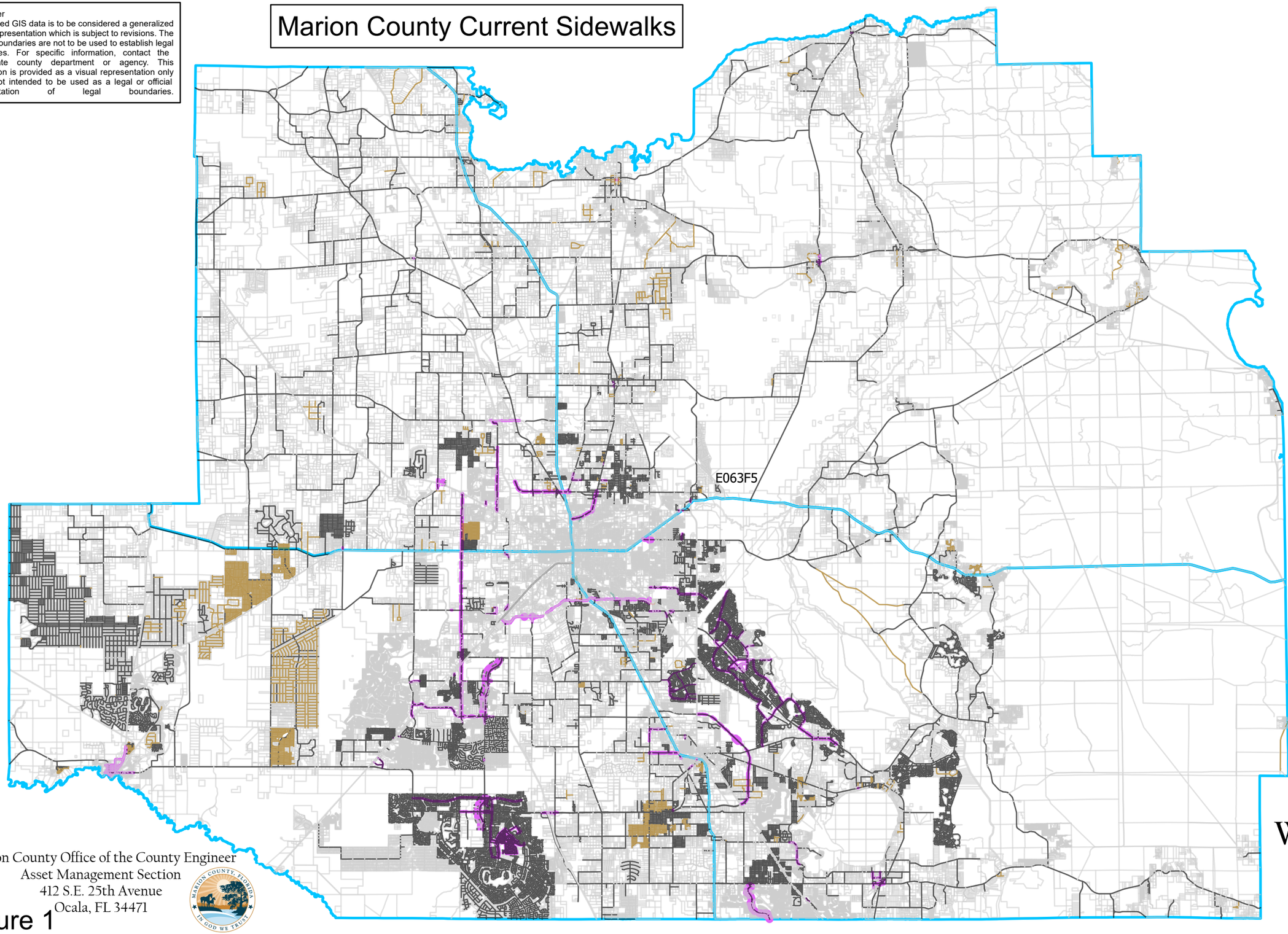
1.23.6. SAFE LOADING: The CONTRACTOR shall not load or permit any part of the WORK to be loaded so as to endanger its safety.

EXHIBIT B - PRICE SHEET

Status	#	Description	QTY	Unit	Unit Price	Total Bid
*The proposed bid pricing shall be all inclusive of all work required to complete the project, to include but not limited to MOT, mobilization, excavation, export, import, compaction, site prep, and forming.						
Success: All values provided	#1-1	4" CONCRETE (3,000 PSI) *	3842	SY	$ 117.00	$ 449,514.00
Success: All values provided	#1-2	6" CONCRETE W/ REINFORCED FIBER (3,000 PSI) *	173	SY	$ 137.00	$ 23,701.00
Success: All values provided	#1-3	6" CONCRETE CURB W/ REINFORCED FIBER (4,000 PSI) *	100	LF	$ 47.00	$ 4,700.00
Success: All values provided	#1-4	CONCRETE CURB RAMP WITH DETACHABLE WARNING SURFACE *	18	SY	$ 220.00	$ 3,960.00
Success: All values provided	#1-5	TRUNCATED ADA MATS *	1000	SF	$ 38.00	$ 38,000.00
Success: All values provided	#1-6	SOD	3000	SY	$ 8.00	$ 24,000.00
Basket Total						$ 543,875.00
Grand Total						$ 543,875.00

Disclaimer
All provided GIS data is to be considered a generalized spatial representation which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific information, contact the appropriate county department or agency. This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries.

Marion County Current Sidewalks



County Road Maintenance
- OCE Maintained Paved
- OCE Maintained Unpaved
- Not Maintained

OMS_Sidewalks_editable
Jurisdiction,Width,Material
- City,5,Concrete
- County,<Null>,Asphalt
- County,<Null>,Concrete
- County,4,Concrete
- County,5,Concrete
- County,6,Concrete
- County,7,Concrete
- County,10,Asphalt
- County,12,<Null>
- County,12,Asphalt
- County,12,Concrete
- Florida DOT,<Null>,
- Florida DOT,5,Concrete
- Florida DOT,6,Concrete
- <all other values>
- Parcels
- Quadrants

N
W E
S

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Figure 1

Path: \
\mcbcc1\dfs\GIS_TR\Clay.Gibson\Working_maps\ArcPro\Sidewalk_project.aprx

MARION COUNTY ANNUAL SIDEWALK REPAIR

0 1 2 4 6 8 10 Miles

Technician: CG
Printed: 06/04/2025

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-22856 **Agenda Date:** 6/2/2026 **Agenda No.:** 7.3.6.

SUBJECT:
Request Approval of Change Order to Purchase Order 2501146: 25B-009 Rotary Sportsplex Synthetic Field Improvements - Daly & Zilch, Inc., Lecanto, FL (Budget Impact - Neutral; additional expenditure of $59,609.55)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On February 18, 2025, the Board approved a contract with Daly & Zilch, Inc. 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 (2) natural fields to synthetic turf.

The prior 11 change orders for this project primarily addressed necessary adjustments to field conditions, scope, and schedule to support operational requirements at the Rotary Sportsplex. These included utility modifications due to differing site conditions, fencing revisions (resulting in a net deduction), and various enhancements funded through available contingency (such as electrical improvements, signage, safety features, landscaping, and additional sod), as well as a funding source adjustment.

Change Order 12 is being presented to increase funding to cover the cost of an entry sign at Rotary Sportsplex. This sign is part of a sponsorship agreement between Marion County, AdventHealth, and the Tourist Development Council.

The change order is attached for review. Upon approval at today's meeting, it will be presented to the Chairman for signature.

BUDGET/IMPACT:
Neutral; additional expenditure of $59,609.55, bringing the total purchase order amount to $2,121,289.74. Funding is from AA361572-563102 (General Fund).

RECOMMENDED ACTION:
Motion to approve the change order, authorize the Chairman and Clerk to execute, and allow staff to issue the change order to Daly & Zilch, Inc., LLC under 25B-009.

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 04/23/2026 Department Parks and Recreation Change Order # 12

☐ Additional Days Only Is Board Action Required? Yes

Bid/Contract/Quote Number & Project Title:
218478 Rotary Sportsplex Field Improvements

Vendor (Name & Address):
Daly & Zilch, Inc.
305 S. Salisbury Terr., Ste. A
Lecanto, FL 34461

Project Code: PRC202201

PO Number: 02501146

Contract Amount: 2,061,680.19

GL Account Number (ORG/OBJECT):
AA361572-563102

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☐ N/A ☒

Is the change order amount from Contingency? Yes ☐ No ☐

Contingency Amount Using (if requesting use):

JUSTIFICATION & DESCRIPTION OF CHANGE

This change order is to increase funding to Line 2 AA361572-563102 to pay for an entry sign. This sign is a part of a sponsorship agreement between Marion County, Advent Health and Tourist Development Council.

Increase Line 2: $59,609.55

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE*

Original Ordered Amount:	$2,061,680.19
Current Ordered Amount (Not the balance):	$2,061,680.19
The PO will be increased/decreased by this change order in the amount of: (Do not put contingency amount) Increase ☒ Decrease ☐	$59,609.55
The new PO amount including this change order will be: (PO amount will not change if it comes from contingency)(auto calculated)	**$2,121,289.74**
Contract time will be Increased/decreased by ____ DAYS	0
Prior Substantial Completion Date	Revised Substantial Completion Date
Prior Final Completion Date	Revised Final Completion Date

Approval:

Director/Designee 4/23/26 Date

Project Mgr. 4/23/2026 Date

Administration (If Applicable) Date

Procurement: Date

BCC Approval (when applicable):

Chairman, BCC Date

Attest: Clerk of Court Date

County Administrator Date

Revised 10/2023

During construction of the synthetic turf field project at Rotary Sportsplex, we received a sponsorship from Advent Health for naming rights to those fields. The sponsorship agreement included a wayfinding sign that include Marion County, Advent Health and Tourist Development Council logos.

This change order is to increase funding to Line 2 AA361572-563102 by $59,609.55 to pay for the sign. Funding for this change order will be addressed through available funds within the project account.

Daly & Zilch (Florida), Inc.
STATE CERTIFIED
GENERAL CONTRACTOR
STATE CERTIFIED MINORITY BUSINESS
Lic. #CG-C059597
305 S. Salisbury Ter. • Suite A • Lecanto, FL 34461 • Office: (352) 341-4860 • Fax: 1-888-873-4861
Mobile–Linda: (352) 302-3626 • Mobile–Bud: (352) 302-7869 • www.daly-zilch.com

To:	Joey Amodo, Marion County Jose Lopez, Jr., Kimley-Horn	Change Order Date Project No.	7 1/23/2026 Marion County #25B-009

Project: Rotary Sportsplex Synthetic Field Improvements
5220 SE Maricamp Rd., Ocala, FL 34480

Contact: Chuck Daly

The contract is changed as follows:

This Proposal is for the Change to add a 396" x 276" x 24" D double sided, non-illuminated, aluminum roadway sign, with County provided seals on both sides. Sign to be painted 4 colors. This price includes an allowance for electric. This could change depending on choice of fixtures . Backup attached.

Increase	X
Decrease	
No Change	

Contract Status

Original Contract Amount		$1,861,675.00		
Previous Change Orders		$29,141.26		
Current Contract Amount		$1,890,816.26		
This Change Order Amount		119,219.10		
New Contract Amount		$2,010,035.36		

Original Contract Times

Substantial Completion	225
Ready for final payment	289
Net Changes from previous CO	0
Contract Times prior to this CO	289
Net Increase (Decrease)	120
Contract Time with approved CO	409

Contractor	Daly & Zilch (Florida) Inc.	Owner	Marion County
Address	PO Box 937, Lecanto, FL 34460	Address	601 SE 25th Ave., Ocala, Fl 34471
By		By	
Date		Date	

Rotary Sportsplex Roadway Sign

cost breakdown as of 1/23/26	**Job Costs**
General Conditions	3,565.00
Concrete Footers	7,620.00
Decorative Columns	17,565.00
Aluminum sign	70,070.00
Electric allowance	4,400.00
subtotal	$103,220.00
Overhead (10%)	10,322.00
	113,542.00
Profit (5%)	5,677.10
Total	119,219.10

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23077 **Agenda Date:** 6/2/2026 **Agenda No.:** 7.3.7.

SUBJECT:
Request Ratification of Change Order 1 to Purchase Order 2601080: Rescue Boat/ Trailer/ Motor - RO Holdings, LLC, Athens, AL (Budget Impact - Neutral; additional expenditure of $7,626)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On January 20, 2026, the Board approved the Grant Agreement Number FM 1210 between the State of Florida Department of Financial Services and the Marion County Board of County Commissioners for the sustainment of Florida's fire specialty teams, specifically Urban Search & Rescue (US&R).

Purchase Order 2601080 was subsequently issued utilizing these grant funds for the purchase of a rescue boat, trailer, and motor pursuant to the terms of Grant Agreement Number FM 1210, Appendix 1.

Change Order 1, presented today for ratification, is necessary to encumber additional funds for 30 horsepower (hp) motors, as 25hp motors were incorrectly specified on the original quote. Grant funds must be fully expended by June 30, 2026, after which any unspent funds will expire.

BUDGET/IMPACT:
Neutral; additional expenditure of $7,626, bringing the total amount of the purchase order to $86,792. Funding comes from grant revenue in line EF300522-564101 (Fire, Rescue, and EMS Fund).

RECOMMENDED ACTION:
Motion to ratify Change Order 1 to Purchase Order 2601080

Marion County
FLORIDA
PROCUREMENT SERVICES

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: 5/20/2026

Department: Fire Rescue Service

Change Order #: 1

☐ Additional Days Only

Is Board Action Required? Yes

Contractor/Vendor (Name & Address):

RO Holdings LLC dba One Boat
13481 Highway 31
Athens, AL 35611

Bid/Contract/Quote Number & Project Title:

N/A

PO Number: 2601080

Contract Amount: $ 79,166.00

GL Account Number (ORG/OBJECT): EF300522-564101

Have you sent Procurement the revised P&P Bond? Yes ○ No ○ N/A ◉

Project Account Number (If applicable):

Is the change order amount from Contingency? Yes ○ No ◉

Requesting Amount of Contingency:

JUSTIFICATION & DESCRIPTION OF CHANGE

The original PO encumbered for 25HP engines and should have been for 30HP engines. This change order will encumber the difference of what should have been for the boats being ordered through the Grant from the Division of State Fire Marshal for Agreement #FM1210, originally presented on the BCC agenda 01/20/2026.

** BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE**

Original Ordered Amount: $79,166.00

Current Ordered Amount (Not the balance): $79,166.00

The PO will be increased/decreased by this change order in the amount of: ◉ Increase ○ Decrease $ 7,626.00
(Do not put contingency amount)

The new PO amount including this change order will be: $86,792.00
(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:

Cassandra Li — Digitally signed by Cassandra Li Date: 2026.05.20 14:25:48 -04'00'

Director/Designee — Date

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23038 **Agenda Date:** 6/2/2026 **Agenda No.:** 7.4.1.

SUBJECT:
Request Approval of Tourist Development Council Recommendation for Room Night Generating Event (Budget Impact - Neutral; expenditure of up to $49,995)

INITIATOR:
Loretta Shaffer

DEPARTMENT:
Tourist Development

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

Rock the Country	$49,995

BUDGET/IMPACT:
Neutral; expenditure of up to $49,995. Funding from CP155552-548101.

RECOMMENDED ACTION:
Motion to approve the Tourist Development Council funding request and authorize the Chairman and Clerk to execute the attached funding agreement.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 434 2800

Signature _____ Date Wednesday, April 29, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☑ Review & Comment
- ☐ RESUBMIT LRM No. _____
- ☑ Approve as to Form
- ☐ Other

Description of Request

We are requesting a legal review of the Room Night Generating funding contract for Rock the Country. A word document has been attached for editing.

For more information or discussion, contact: ☐ Same as above

(Name) Solomon (Last) Samantha (First) (Title) Sales Service Specialist (Phone) 352 438 2815

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date for **Legal:** 04/24/2026 Agenda Deadline Date for **Admin:** 05/07/2026 Agenda Date: 05/19/2026

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-362

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☒ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Outcome: Approve as to form.

Date Received:

RECEIVED
By Marion County Attorney-WN at Apr 30, 2026

Attorney Signature: [signature] Date 4/30/26

Staff Signature: [signature] 4/30/26 (Completed) Returned: ☑ Department ☐ Admin ☐ _____

Rev 11/22/2023

AGREEMENT BETWEEN MARION COUNTY AND PEACHTREE ENTERTAINMENT, LLC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **PEACHTREE ENTERTAINMENT, LLC.** ("Recipient"), whose address **1234 Martin Street Suite 420 Nashville, TN 37203** for the **Rock the Country Ocala** (the "Event/Project").

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, County and Recipient hereto agree as follows:

Article 1 – The Contract:

1.1 The contract between County and Recipient of which this Agreement is a part, consists of the Contract Documents. The Contract Documents are defined as this Agreement, the Room Night Generating Event–Funding Program Guidelines, incorporated by reference and made a part hereof as Exhibit A, the Recipient's submitted application, Certificate of Insurance, and any attachments or addendum thereto. The Contract Documents represent the entire and integrated contract between the parties and supersede prior negotiations, representations or agreements, either written or oral. Recipient acknowledges receipt of a copy of the Contract Documents.

Article 2 - Contract Sum & Payments:

2.1 Recipient acknowledges that it seeks funding for the Event/Project in the form of reimbursement from County's Room Night Generating Event Funding Program (the "Program") governed by County's Tourist Development Council (the "TDC"). The Program permits the expenditure of certain tax revenues in order to promote tourism. Recipient acknowledges that it has reviewed the Program and the Contract Documents and understands that failure to comply with the Program and the Contract Documents shall jeopardize current and future funding. The obligation of County for payment to Recipient is limited to the availability of funds appropriated for this purpose in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.2 Pursuant to the Room Night Generating Events Funding Program Guidelines, County shall make one payment to Recipient as reimbursement for eligible expenses and up to 3,333 verified hotel room night bookings in an amount not to exceed ***$49,995.00 (forty-nine thousand nine hundred and ninety-five dollars and zero cents).***

2.3 Final Report:
Payment shall not be issued until Recipient has delivered to Ocala/Marion County Visitors and Convention Bureau (the "OMCVCB") a final report containing all eligible expenses incurred and complete detail of the number of hotel rooms booked, if any.

A. Expenses: Recipient is instructed to refer to the Room Night Generating Event–Funding Program Guidelines for a listing of eligible and ineligible expenses. Claimed eligible expenses shall be fully supported by proofs of purchase (copies are acceptable).

B. Hotel Rooms: Claimed hotel rooms shall include verified proof of the number of hotel rooms booked. Recipient is instructed to refer to the Room Night Generating Event Funding Program Guidelines for the acceptable format of room verification.

C. The final report shall contain a completed Revenue and Room Night Certification Form (included in the Contract Documents and available on OMCVCB website at www.OcalaMarion.com) documenting that funding has contributed to an increase in overnight stays in Marion County. Recipient acknowledges that the TDC will actively avoid becoming a perpetual funding source for any event.

D. The deadline for submission of the final report to OMCVCB is **60** calendar days after the final date scheduled for the Event/Project. No additions or changes to Recipient's final report will be accepted by County after that date and County shall not issue any payments for untimely submissions.

E. Recipient acknowledges that all funds it receives are subject to audit by the Internal Auditor of the Marion County Clerk of Courts or other representative as County may designate.

Article 3 – Event/Project Eligibility:

3.1 To be eligible for Program funds, the Event/Project shall, in part, comply with the Program objective and provide certain deliverables. This Event/Project was recommended to the Board of County Commissioners by the Tourist Development Council on **March 26, 2026**.

3.2 Program Objective.

The Event/Project shall meet the following Program objective, as set forth in Section 125.0104, Florida Statutes:

TOURISM PROMOTION: To promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

Specifically, to qualify for Program funding the Event/Project shall enhance County's appeal to visitors and support the TDC mission to promote tourism for Marion County.

3.3 Project Conditions:

The Project shall adhere to all of the following conditions:

A. Marketing

(1) Recipient shall credit the OMCVCB on all Project marketing materials online and offline.

(2) All Project printed and digital marketing collateral and materials, shall include the OMCVCB logo.

(3) Any use of OMCVCB branding or the OMCVCB name must conform to the requirements of the OMCVCB Brand Toolkit, available at https://www.ocalamarion.com/media/brand-toolkit/ , and any other guidelines that may be issued by OMCVCB.

(4) Prior to publication or production, Recipient must provide all proposed items to include OMCVCB branding for review and approval.

3.4 Event/Project Deliverables.

The Event/Project shall provide evidence satisfactory to County of the successful completion of all of the following deliverables:

A. Schedule

(1) The Event/Project shall take place on **August 27-30, 2026 at Florida Horse Park and Agricultural Center whose address is 11008 S Hwy 475 Ocala, FL 34480** This schedule cannot be modified without written prior-authorization from County. Any request by Recipient to alter the schedule must be made in writing and received by County no later than 90 days before the Event/Project is scheduled to begin.

(2) Time of the Essence. Time is of the essence in the performance of the Recipient's obligations under this Agreement.

B. Service to County

(1) The Event/Project shall create paid lodging for County that is subject to Tourist Development Tax (TDT). Tax exempt or complimentary rooms will not be counted toward the deliverables required through the funding guidelines.

(2) The Event/Project shall create economic activity for County.

Article 4 – General Responsibilities of Recipient:

4.1 Recipient acknowledges and agrees that the obligations, representations, certifications, and assurances of Recipient in this Agreement, including this Article 4, are material terms of this Agreement and County affirmatively relies upon same as part of the consideration in entering into this Agreement. Any breach of a term of this Agreement is a material breach by Recipient.

4.2 Recipient certifies and assures County that Recipient is knowledgeable of and shall comply with all applicable federal, state, and local laws and regulations in executing the Event/Project and shall include this requirement in all subcontracts pertaining to the Event/Project. Recipient has determined for itself whether it is subject to registration with the Florida Department of State. Recipient agrees to furnish all labor, materials, equipment, and services and shall obtain any and all governmental permits necessary to execute the Event/Project. If any part of the Event/Project is not properly permitted prior to execution or completed without proper permits, the Event/Project will be disqualified for funding.

4.3 Recipient shall be responsible for its own electricity, water, light, and heat to support the Event/Project, at no cost to County.

4.4 Recipient shall provide proof of insurance to County obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-. A $1,000,000 Commercial General Liability Insurance Policy is required for the Event/Project along with "Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers" being named as an Additional Insured on the policy. The term of coverage must include not only all days of the Event/Project, but set up days and take down days as well.

Listing on Certificate of Insurance should read:
Marion County Board of County Commissioners and its employees
601 SE 25th Avenue
Ocala, FL 34471

During the term of this Agreement, Recipient at its sole expense, shall provide insurance of such a type and with such terms and limits as noted above. Providing and maintaining adequate insurance coverage is a material obligation of Recipient. Recipient's insurance coverage shall be primary insurance as respects to the County for all applicable policies. The limits of coverage under each policy maintained by Recipient shall not be interpreted as limiting Recipient's liability and obligations under this Agreement. All insurance

policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the COUNTY Risk Management department.

The coverages, limits and/or endorsements required herein protect the primary interests of the County, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Recipient against any loss exposures, whether as a result of this Agreement or otherwise.

Marion County Board of County Commissioners, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Recipient. The coverage shall contain no special limitation on the scope of protection afforded to the COUNTY, its officials, employees, or volunteers.

4.5 If the Event qualifies as an "Equine Activity" as defined in Chapter 773, Florida Statutes, the EVENT HOLDER acknowledges that the COUNTY qualifies as an "Equine activity sponsor" as defined in Chapter 773, Florida Statutes; and

(1) The EVENT HOLDER shall include the following warning notice in all registration forms and documents requiring participants' signatures:

WARNING

Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

(2) The EVENT HOLDER shall include the above warning notice in all program guides and any other materials for spectators.

(3) The EVENT HOLDER shall post and maintain at least one sign in a clearly visible location near each entrance to the area in which the Equine Activity will take place with the above warning notice in black letters, with each letter to be a minimum of 1 inch in height, with sufficient color contrast to be clearly distinguishable.

4.6 Recipient shall only receive funding for eligible expenses, as otherwise provided herein. Any funding advanced and later deemed ineligible for any reason, shall be repaid by Recipient to County within thirty (30) days of written request.

4.7 Recipient shall provide County each of the following, to the satisfaction of County:

A. Tent on sponsor row for the County to host 50 people. To include:
   - **a. 50 Sponsor Row wristbands**
   - **b. 50 GA+ wristbands**
   - **c. Banners at tent indicating tent is sponsored by OMCVCB, Recipient will be responsible for cost and printing of banners**
   - **d. Recipient will furnish tent**

B. 30 second video as on loop on digital video boards showcasing Ocala/Marion County

C. Space for onsite banners throughout the site at event, banners provided by County

D. Opportunity for County to cross-promote County at other Recipient sanctioned events and venues at a discounted rate, if desired

E. OMCVCB logo on Rock the Country website

F. **Dedicated email blast to all purchasers of the event before it takes place promoting OMCVCB and things to do in Marion County, OMCVCB will provide content**
G. **At least one social media mention on all platforms (stories) before and during event with @OcalaMarion tagged on social posts;**
H. **OMCVCB logo on digital video walls at event**
I. **Recognition during public address announcements, script provided by OMCVCB;**
J. **If applicable, Inclusion in press releases;**
K. **Focus group surveys/access for research firm to survey event attendees onsite and/or following the event via email; and**
L. **A reimbursement of $15 per room night will be provided for up to 3,333 room nights, contingent upon the room nights being subject to Tourist Development Tax.**
    a. **This includes remittance of Tourist Development Tax for all RV and campground rentals at the Florida Agriculture Center and Horse Park by concert attendees for the duration of the event.**

4.8 In the performance of this Agreement, Recipient shall be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of County, thereby making Recipient solely responsible for the means, methods, techniques, sequences, and procedures utilized by Recipient in the full performance of this Agreement.

4.9 Recipient shall keep records of all transactions related to this Agreement and County shall have the right to review such records. The parties specifically agree that should County request to review such records, Recipient shall produce the records at County's office located at **109 W Silver Springs Blvd., Ocala, FL 34475**, during normal business hours.

4.10 Audit.

A. **Subject to Audit.**
All Contract Documents, including this Agreement, contracts between County and Recipient, and any other contracts for the expenditure of TDT revenue, are subject to programmatic and financial audit by the Marion County Clerk of the Court – Internal Auditor, the State of Florida Auditor General, other County staff or authorized personnel or any other governmental representative County may dictate.

B. **Inspection; Public Record.**
All programmatic and financial documents that are part of the Contract Documents are subject to County inspection and made public record.

C. **Additional Information.**
County through the OMCVCB reserves the right to request additional information if deemed necessary during the Term of this Agreement.

D. **Repayment.**
(1) Recipient may be required to repay all or a portion of Program monies provided should an audit of County records determine ineligibility of any expenditure or upon the occurrence of a default of this Agreement.
(2) The Parties expressly and specifically agree that all determinations arising from an audit of County records regarding the eligibility or ineligibility of an expenditure of the Program funding shall be final and binding.

4.11 Public Records Compliance.

A. Recipient acknowledges that any material, including papers, photographs, films, and audio recordings, made or received by County in connection with Recipient's request for Program funding is a public record and subject to public inspection, unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Therefore, Recipient acknowledges that it cannot dictate to County what material is open to public inspection or the circumstances under which material is deemed confidential.

B. If, under this Agreement, Recipient is providing services and is acting on behalf of County as provided under Section 119.001(2), Florida Statutes, then, Recipient shall comply with public

records laws, specifically:

(1) Keep and maintain public records required by County to perform the service;

(2) Upon request from County's custodian of records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following completion of this Agreement if Recipient does not transfer the records to County; and,

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

C. If Recipient fails to provide the public records to County within a reasonable time or otherwise, Recipient may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by County.

D. **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Public Relations
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309
Email: PublicRelations@MarionFL.org

4.12 Default.

Default under this Agreement is any failure to comply with a term or condition.

Article 5 – Indemnification and Liabilities:

5.1 To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless County, its officers, board members, agents, representatives, and employees, from and against fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgment and awards, and actions of whatever kind or nature, including attorney's fees, costs (and a reasonable attorney's fee and costs on appeal as well as litigating the issue of the amount of fees to be awarded) , and damages (including, but not limited to, actual and consequential damages, personal injury, bodily injury, sickness, disease or death, and injury to or destruction of tangible property including loss of use resulting therefrom), arising out of or resulting from any action or inaction of guests, invitees, participants, spectators, or Recipient, or in any way a result of the Event/Project or the use of County facilities, equipment, or property.

5.2 Recipient expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Recipient shall in no way limit the responsibility to indemnify, keep and save harmless and defend County and its officers, board members, employees, agents, and instrumentalities. Nothing herein this Agreement shall not be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2022).

5.3 Recipient acknowledges that County, through the TDC, is only a financial contributor to the Event/Project and not a promoter or co-sponsor and County shall not be responsible for any debt incurred or liability issues that may occur in any way related to the Event/Project.

Article 6 – Term; Termination of this Agreement:

6.1 Term.

The term of this Agreement begins on the date of the last signature below and ends on the **60th calendar day** after the final date scheduled for the Event/Project (the "Term").

6.2 Termination.

County may terminate this Agreement at any time with or without cause. Recipient may terminate this Agreement at any time with cause solely with the approval of County. Any and all decisions made by County concerning termination of this Agreement are binding upon Recipient. Recipient acknowledges that termination of this Agreement does not relieve Recipient of any obligations it may have to the facility, vendors, etc.

Article 7 – Photo/Likeness Release Form:

7.1 Recipient acknowledges that the purpose of the Program and the award of Program funding to Recipient, are, in part, to promote County. Recipient grants to County the right to use and reproduce any and all photographs, digital images, videotapes or recordings made at or in relation to the Event/Project, including those of Recipient's employees, volunteers, invitees, and those that contain Recipient's name, artwork, logo or trademark, for use by County, and the right to copyright and/or use, reuse and/or publish, republish photographic pictures, digital images, videotapes or recordings. Recipient affirms it is the legal owner of any artwork, logo or trademark used by Recipient and acknowledges that County is relying on this representation and, to the extent there is any claim by any third party against County, Recipient will indemnify and hold the County harmless as to any such claim or damages arising from such claim. Recipient grants County permission for the photographs, digital images, videotapes, or recordings to be used in their entirety and/or edited versions as deemed necessary by County. It is understood these items will become the property of County and all rights to inspect or approve as well as any royalties or other such compensation are waived. Recipient further grants County permission for the photographs, digital images, videotapes or recordings to be used by County at any time in the future without notice being provided and that County's use may include for trade, commercial and advertising purposes, to promote the product or service of County, and to simply report happenings in County, and may include the use of items on County websites. Recipient affirms it has made its invitees aware of County's intentions in this regard and has made the signing of a release a requirement to participate in the Event/Project.

Article 8 - Scrutinized Companies pursuant to §287.135, F.S.:

8.1 Certification.

A. If this Agreement is for One Million Dollars or more, Recipient certifies that at the time it submitted its application or proposal for this Agreement or before entering into this Agreement or renewing same, Recipient was not then and is not now:

(1) On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
(2) Engaged in business operations in Cuba or Syria.

B. If this Agreement is for any amount, Recipient certifies that at the time it submitted its application or proposal for this Agreement or before entering into this Agreement or renewing same, Recipient was not then and is not now:
(1) On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
(2) Engaged in a boycott of Israel.

8.2 Termination, Threshold Amount.

County may, entirely at its option, terminate this Agreement if it is for One Million Dollars and Recipient Meets any of the following criteria.

A. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and Recipient is found to meet any of the following prohibitions:
(1) Submitted a false certification as provided under Section 287.135(5), F.S., or
(2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

B. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and Recipient is found to meet any of the following prohibitions:
(1) Submitted a false certification as provided under Section 287.135(5), F.S.;
(2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
(3) Been engaged in business operations in Cuba or Syria.

C. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and Recipient is found to meet any of the following conditions:
(1) Submitted a false certification as provided under Section 287.135(5), F.S.;
(2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
(3) Been engaged in business operations in Cuba or Syria; or
(4) Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Was entered into or renewed on or after July 1, 2018, and Recipient is found to meet any of the following prohibitions:
(1) Submitted a false certification as provided under Section 287.135(5), F.S.;
(2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
(3) Been engaged in business operations in Cuba or Syria.

8.3 Termination, Any Amount.

County may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria

A. Was entered into or renewed on or after July 1, 2018, and
B. Recipient is found to have been placed on the Scrutinized Companies that Boycott Israel List, created Pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

8.4 Comply; Inoperative.

The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Article 8 become inoperative on the date that Federal law ceases to Authorize the State of Florida to adopt and enforce such contracting prohibitions.

Article 9 - Discriminatory Vendor List and Convicted Vendor List:

9.1 Recipient certifies and assures County that Recipient has never been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes, or the Convicted Vendor List pursuant to Section 287.133, Florida Statutes, following a conviction for public entity crime. Recipient acknowledges that those that have been placed on either list may not transact business with any public entity with certain conditions for a period of 36 months from the date of being placed on the Discriminatory Vendor List or the Convicted Vendor List.

Article 10 – Governing Law, Venue, Waiver of Right to Jury Trial:

10.1 This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County and (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial.

Article 11 - Severability.

11.1 Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

Article 12 - Waiver.

12.1 No waiver of any default by any Party shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give another Party any contractual right by custom, estoppel, or otherwise.

Article 13 - Rights of Third Parties.

13.1 Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.

Article 14 – Transacting Business in Florida:

14.1 As of the date of entering this Agreement, Recipient represents that Recipient has been issued a certificate of authority issued by the Florida Department of State, required to transact business in Florida, pursuant to Section 607.1501, Florida Statutes, or a determination has been made by Recipient and its legal advisor that performance of this Agreement will not require any act constituting transacting business in Florida.

14.2 In the event County, at its sole discretion, determines that Recipient is transacting business in Florida without a certificate of authority issued by the Florida Department of State, County may immediately terminate this Agreement. In the event of such termination, Recipient shall immediately repay all amounts provided to Recipient under this Agreement.

Article 15 - Sovereign Immunity:

15.1 **Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided County pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, County's obligation to indemnify Recipient, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). Notwithstanding anything to the contrary set forth in the Agreement, all liability of County shall be limited to the limits set forth in 768.28, Florida Statutes (2023), whether sounding in contract, tort or otherwise. This Article 15 shall survive the termination of the Agreement.

Article 16: - Survival:

16.1 Survival.

Recipient's obligations and liabilities for Reporting (Article 2); Service to County (Article 3); Record Keeping (Article 4); Audit (Article 4); Public Records (Article 4); Indemnification and Liabilities (Article 5); Photo/Likeness Release Form (Article 7); Governing Law, Venue, Waiver of Right to Jury Trial (Article 10); Severability (Article 11); Transacting Business in Florida (Article 14); and Sovereign Immunity (Article 15), shall survive the termination of this Agreement, or any duties or obligations thereunder, and shall be fully binding until any proceeding which may be brought under this Agreement is barred by the applicable statute of limitations. In addition, any other provisions, or parts thereof, of this ATC which, by their nature, should survive termination or cancellation shall survive.

Article 17: Force Majeure:

17:1 No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following **force majeure** events ("**Force Majeure** Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

Article 18 - Legal Counsel:

18.1 Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have each had the opportunity to consult with legal counsel of their choice. Recipient agrees and acknowledges that it has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

_____	BY: _____
GREGORY C. HARRELL	CARL ZALAK III
CLERK OF COURT	CHAIRMAN
DATE: _____	DATE: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BCC APPROVED:

for _____
MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 4/30/26

Peachtree Entertainment, LLC. **(Recipient)**

By: _____

Printed Name: **Nathan Baugh**

Its: **Manager**

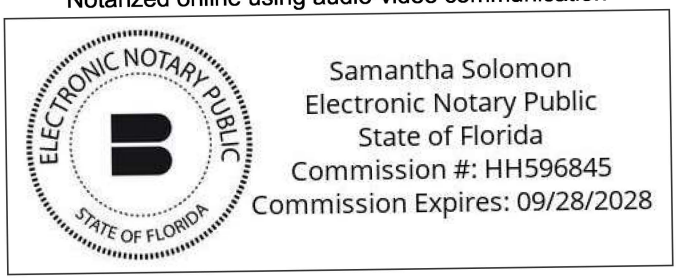
Date: 05/11/2026

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization this 11 day of May, 2026 by **Nathan Baugh** (name of officer, manager, or agent), the **Manager** (title) of **Peachtree Entertainment, LLC.** (name of entity acknowledging), a Florida (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced US Passport Card C20568717 (type of identification) as identification.

Notarized online using audio-video communication



Samantha Solomon

(Notary Signature and Notary Seal)

Samantha Solomon

(Name of Notary Typed, Printed or Stamped)

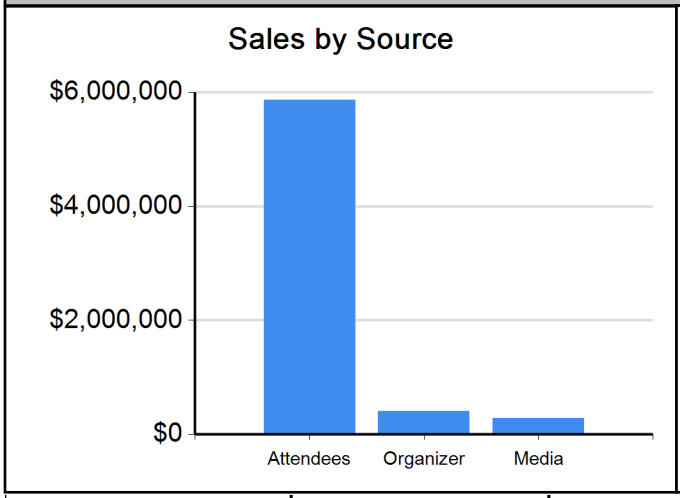
Commission Expires: 09/28/2028

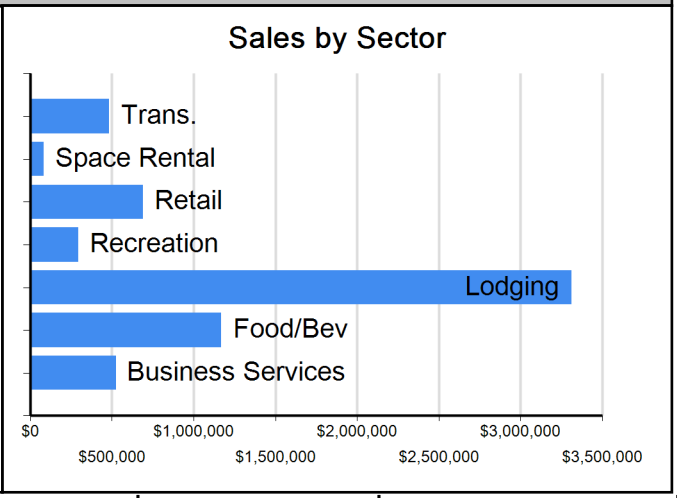
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	Rock The Country	Business Sales (Direct):	$6,558,056
Organization:	Peachtree Entertainment, LLC	Business Sales (Total):	$9,468,385
Event Type:	Performing arts (concerts, theater, dance)	Jobs Supported (Direct):	1,857
Start Date:	8/27/2026	Jobs Supported (Total):	2,258
End Date:	8/30/2026	Local Taxes (Total):	$282,458
Overnight Attendees:	13090	Net Direct Tax ROI:	$198,348
Day Attendees:	10710	Estimated Room Demand:	21,862

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$3,279,291	$33,019	$0	$3,312,310
Transportation	$472,340	$11,006	$1,247	$484,593
Food & Beverage	$1,132,499	$35,441	$0	$1,167,940
Retail	$692,330	$0	$0	$692,330
Recreation	$294,124	$0	$0	$294,124
Space Rental	$0	$78,443	$3,518	$81,961
Business Services	$0	$247,562	$277,236	$524,798
TOTAL	$5,870,583	$405,471	$282,001	$6,558,056

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

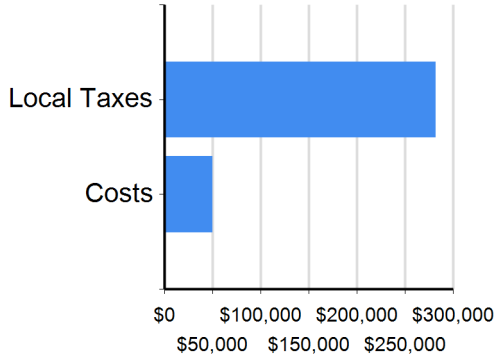
Event Name: Rock The Country 2026
Organization: Peachtree Entertainment, LLC

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$6,558,056	$2,910,328	$9,468,385
Personal Income	$1,861,779	$813,762	$2,675,541
Jobs Supported			
Persons	1,857	401	2,258
Annual FTEs	62	13	75
Taxes and Assessments			
Federal Total	$555,229	$244,979	$800,208
State Total	$450,431	$92,549	$542,980
sales	$340,255	$43,655	$383,910
income	$0	$0	$0
bed	$0	-	$0
other	$110,176	$48,894	$159,070
Local Total (excl. property)	$248,348	$34,110	$282,458
sales	$56,709	$7,276	$63,985
income	$0	$0	$0
bed	$131,172	-	$131,172
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$60,467	$26,834	$87,302
property tax	$118,970	$33,711	$152,681

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$248,348
DMO Hosting Costs	$50,000
Direct ROI	$198,348
Net Present Value	$198,348
Direct ROI (%)	397%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$282,458
Total ROI	$232,458
Net Present Value	$232,458
Total ROI (%)	465%



Estimated Room Demand Metrics

Room Nights (total)	21,862
Room Pickup (block only)	3,000
Peak Rooms	7,700
Total Visitor Days	45,198

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-22902 **Agenda Date:** 6/2/2026 **Agenda No.:** 7.5.1.

SUBJECT:
Request Approval of an Indemnification Agreement and Subdivision Improvement Agreement with Bond Between Colen Built Development, LLC and Marion County for the Proposed Melody Preserve Subdivision, Application 32624 (Budget Impact - None)

INITIATOR:
Steven Cohoon, PE, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request seeking approval of an Indemnification Agreement and Subdivision Improvement Agreement with Bond. The agreements, required under Land Development Code Section 2.18.4.E, which allows for up to 116 individual building permits representing 50% of the density on a per lot basis within the project. The six conditions outlined in the proposed Indemnification Agreement have been met and the County Attorney's office has approved the proposed agreement for Melody Preserve subdivision.

This subdivision is located in the southwest portion of the County and contains 233 lots and 11 tracts on 70.06 acres with 1.92 miles of roads.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve the attached Indemnification Agreement and Subdivision Improvement Agreement between Colen Built Development, LLC and Marion County for the proposed Melody Preserve subdivision and authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Baugher (Last) Monica (First) (Dept) Office of the County Engineer - 1165

(Title) Development Review Staff Assistant (Phone) x8350

Signature [signature] Date 4/23/2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Please review the following Indemnification Agreement and the Subdivision Improvement Agreement with Bond for Melody Preserve.

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: 5/19/2026

Agenda Deadline Date for **Legal:** 4/24/2026 Agenda Deadline Date for **Admin:** 5/7/2026

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-346R

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☒ Linda Blackburn Asst. County Attorney ☐ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Marion County Attorney-WN at May 05, 2026

Attorney Signature: [signature] Date May 5, 2026

Staff Signature: [signature] Date: 5/5/26 Returned: ☑ Department ☐ Admin ☐ _____

Completed

Rev2 03/19/2025

MARION COUNTY
SUBDIVISION IMPROVEMENT AGREEMENT
WITH BOND
(CORPORATION)

THIS AGREEMENT made and entered into this _____ day of _____, 20__, by, between and among **MARION COUNTY**, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida 34471, hereinafter referred to as "COUNTY" and the below-listed DEVELOPER and BANK.

W I T N E S S E T H:

WHEREAS, DEVELOPER has made application to the Board of County Commissioners for the approval of a subdivision (the "Subdivision") and the DEVELOPER represents to the COUNTY that the below-listed information is true and correct, and

Developer: COLEN BUILT DEVELOPMENT, LLC

Developer's Address: 8445 SW 80TH ST.
OCALA, FL 34481

Project Engineer: KIMLEY HORN & ASSOCIATES, INC.

Engineer's Estimate of Costs of Improvements (totaling 120% of the outstanding improvements): $ 4,795,879.80

Developer's Estimate of Time to Complete All Improvements (not to exceed 2 years from date of this Agreement): 08/26/2026

Subdivision Name: MELODY PRESERVE

Phase: N/A

Plat Book _____ Page(s) _____

Bank: MARSH USA

Bank's Address: 3560 LENOX RD, SUITE 2400
ATLANTA, GA 30326

WHEREAS, it is necessary in the public interest that subdivision improvements required by COUNTY be constructed in accordance with specifications hereinafter set forth, it is therefore mutually agreed and understood by the parties to this Agreement that this Agreement is entered into for the purpose of (1) protecting the COUNTY in the event DEVELOPER fails to complete the construction of required subdivision improvements, and (2) inducing COUNTY to approve the plat of the above-described subdivided lands for recordation in the Public Records, and

WHEREAS, the failure of DEVELOPER to comply with the terms and conditions of this Agreement may cause COUNTY to take whatever action may be deemed appropriate to assure the fulfillment of this Agreement, and

WHEREAS, DEVELOPER has represented to COUNTY that it intends to improve said Subdivision lands by construction of all subdivision improvements required by Article 2, Division 18, Sec. 2.18.4 of the Land Development Code (LDC) of Marion County, Florida, as provided herein, and as described in the COUNTY approved Project Engineer's Estimate of Costs of Improvements as set forth above (a copy of which is attached hereto as ***Exhibit A***, and by this reference made a part hereof).

WHEREAS, the construction of improvements on the Subdivision lands has not progressed to completion and the DEVELOPER seeks to assure its obligations under this Agreement by arranging and agreeing with BANK for the issuance of a letter of credit as a performance guarantee.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by the parties, the parties do hereby promise, agree, and covenant as follows:

1. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

2. The DEVELOPER hereby accepts the obligation to construct and shall construct or cause to be constructed, as provided in the Project Engineer's COUNTY approved subdivision improvement plans dated 2/3/2026 and on file with the COUNTY Office of the County Engineer (Plan Number: 32515), all roads, pavement and other improvements, including all catch basins and drainage facilities, monuments, street signs, amenities, landscaping/buffering and irrigation associated therewith and other improvements of any nature (hereinafter the "Improvements") and in all respects complete the Improvements in accordance with the subdivision improvement plans. All Improvements shall be constructed in accordance with the Land Development Code of Marion County, Florida, in effect on the date of approval of the subdivision improvement plans. All required Improvements shall be certified by the Project Engineer, who shall be a State of Florida registered Engineer, as being constructed consistent with the requirements of the Land Development Code of Marion County. The Subdivision and the lands described in this Agreement are and shall remain privately owned, and the Subdivision Plat shall not contain any dedication of any Subdivision lands or infrastructure to the COUNTY. DEVELOPER shall provide to COUNTY with the final plat, documentation identifying a lawfully established property owner's association that will be responsible for maintenance of all Improvements upon completion of the construction thereof.

~~3. [Special clauses, if any, for Improvements not covered by LOC. E.g. Amenities must be constructed before ___ COs issued~~] N/A

4. The DEVELOPER has presented to COUNTY a surety bond in an amount equal to the Engineer's Estimate of the Cost of Improvements attached hereto as ***Exhibit A.*** A copy of the SURETY's surety bond is attached hereto as ***Exhibit B.*** The condition of the surety bond is such

that if DEVELOPER should fail to satisfactorily complete the Improvements, within Developer's Estimate of Time to Complete All Improvements as noted above, the COUNTY may draw upon the surety bond, pursuant to the terms of the surety bond, and the SURETY shall promptly and at Surety's expense: (i) Complete the improvements in accordance with the Agreement and Exhibit A, and (ii) Obtain a bid or bids for completing the improvements in accordance with the terms and conditions of the Agreement and Exhibit A, and upon determination by SURETY of the lowest responsible bidder, or if COUNTY elects, upon determination by COUNTY and SURETY jointly of the lowest responsible bidder, arrange for a contract (a "CONTRACT OF COMPLETION") between such bidder and COUNTY, and make available as the improvements progresses (even though there should be a default or a succession of defaults under the Agreement and Exhibit A or a CONTRACT OF COMPLETION) sufficient funds to pay the cost of completion, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. COUNTY may also draw upon the surety bond upon receiving notification from SURETY that SURETY elects not to extend the expiration date of the surety bond if DEVELOPER has not provided a replacement surety bond satisfactory to COUNTY. The SURETY shall not release and/or cancel the surety bond, either all or in part, except in keeping with the provisions of this Agreement.

5. Within ten (10) days after verification of the completion of construction of all Improvements, other than the Amenities and Landscaping/Buffering, the COUNTY Office of the County Engineer shall forward written instructions to SURETY authorizing to release and cancel the surety bond and/or shall deliver the original surety bond to SURETY, whichever the SURETY shall require. Should the COUNTY fail to timely provide notice of completion as aforesaid, the DEVELOPER may deliver to the SURETY a true and correct copy of any verification of completion letter or certificate from the COUNTY, which the SURETY may, in good faith, rely upon and may thereafter release and cancel the surety bond. Any controversy arising under this Agreement shall be resolved in accordance with the laws of the State of Florida, acknowledging that the surety bond is being given for the protection and benefit of COUNTY to secure the DEVELOPER'S obligation to complete all Improvements, other than the Amenities and Landscaping/Buffering. In the event of any conflict between the terms of the surety bond and this Agreement, the terms of this Agreement shall control. COUNTY may only draw upon the surety bond and utilize such funds for the purpose of paying for the commercially reasonable costs to complete the Improvements, other than the Amenities and Landscaping/Buffering, and for no other purpose or use.

6. For and in consideration of the issuance of the surety bond, DEVELOPER agrees to pay SURETY such reasonable compensation which shall from time to time be agreed upon in writing by DEVELOPER and SURETY. In addition, DEVELOPER agrees to reimburse SURETY for any direct and actual out-of-pocket expense, including reasonable attorney's fees reasonably incurred by it in the administration of this Agreement. Such compensation and expenses shall not constitute a charge upon the surety bond.

7. Liability of SURETY, or its successors, is expressly limited and so long as SURETY, or its successor, accounts for and disburses the surety bond in good faith and in

compliance with this Agreement, it shall not be liable for errors of judgment, and DEVELOPER agrees to indemnify SURETY, or its successor, for any losses it may suffer in the premises.

8. The COUNTY reserves the right to cancel or terminate this Agreement, with or without cause, upon thirty (30) days written notice of termination to the DEVELOPER. The COUNTY reserves the right to cancel or terminate this Agreement upon five (5) days written notice in the event the DEVELOPER will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.

9. DEVELOPER hereby releases the COUNTY and its agents and employees from any claims and damages, now existing or hereafter occurring or related in any way to this Agreement, save and except for claims or damages arising out of willful, wanton or bad faith acts on the part of the COUNTY. DEVELOPER agrees that the COUNTY shall incur no liability for subdivision improvements by executing this Agreement.

10. DEVELOPER does hereby agree to indemnify and hold the COUNTY harmless from and against any and all claims, damages, losses, out-of- pocket expenses (including but not limited to attorneys' fees), causes of action, judgments and/or liabilities directly arising out of, or in connection with an uncured default on the part of DEVELOPER of the terms and provisions of this Agreement. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.

11. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorneys' fees, specifically including any appellate or bankruptcy proceeding related thereto.

12. After DEVELOPER has completed some of the Subdivision Improvements, DEVELOPER may request COUNTY to reduce the amount of the surety bond by providing to COUNTY a new Engineer's Estimate of Cost of Improvements for the cost to complete the remaining Improvements. Partial releases of the aggregate face value of this Letter of Credit will only be permitted, at the sole and absolute discretion of COUNTY, when accompanied by written approval from the COUNTY verifying completion of a portion of the improvements. The effect of partial releases will be to reduce the face value of the surety bond. No other terms will be affected or altered. If the COUNTY Administrator or its designee approves the new Engineer's Estimate of Cost of Improvements, COUNTY shall release the original Letter of Credit simultaneously with DEVELOPER's delivery of a new surety bond in the amount of the new Engineer's Estimate of Cost for the Improvements. No changes in the terms, conditions or other details of the surety bond are permitted except a reduction in amount. All provisions of this Agreement applicable to the original surety bond shall apply to the new surety bond. No formal amendment to this Agreement, or County Commission approval, is required to reduce the surety bond under this paragraph. DEVELOPER may request no more than two reductions in the surety bond pursuant to this paragraph 12.

13. The undersigned representative of the DEVELOPER hereby represents to the COUNTY that he/she is fully authorized by the DEVELOPER to represent the DEVELOPER in agreeing to the terms and conditions of this Agreement.

14. This Agreement may be amended by mutual written agreement of the parties and only by such written agreement. There are no understandings or agreements by the parties except as herein expressly stated.

IN WITNESS WHEREOF that parties have hereunto set their hands and seals and executed this Agreement on the day and year first above mentioned.

THIS PART OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES START ON NEXT PAGE

ATTEST:

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

Gregory C. Harrell, Clerk of Court and Comptroller

Carl Zalak III, Chairman

Date: _____

For use and reliance of Marion County only, approved as to form and legal sufficiency:

Marion County Attorney

DEVELOPER:

By: C. Guy Woolbright
(signature)

Print name: C. Guy Woolbright

Title: CFO

Date: 4.1.26

STATE OF FLORIDA
COUNTY OF MARION

Before me by means of ☑ physical presence or ☐ online notarization this 1st day of April, 2026 personally appeared C Guy Woolbright as CFO of Colen Bent Development, LLC, on behalf of company, who is personally known to me or has produced _____ (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he did so as an officer of said DEVELOPER all by and with the authority of the Member of said DEVELOPER.

Notary Public State of Florida
Lisa A. Lazaro
My Commission HH 696052
Expires 8/7/2029

Print/Type Name: LISA A. LAZARO
Notary Public in and for the County and State aforesaid.
My Commission Expires: _____
Serial No., if any: _____

SIGNATURE PAGE FOR SURETY IMMEDIATELY FOLLOWS THIS PAGE

EXHIBIT A
ENGINEER'S ESTIMATE OF COSTS OF IMPROVEMENTS

Kimley»Horn

ENGINEER'S ESTIMATE OF THE COST OF IMPROVEMENTS				
MELODY PRESERVE				
DESCRIPTION	**QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
Survey Stakeout, Monumentation, As-builts, Testing	1	LS	$25,000.00	$ 50,000.00
			TOTAL GENERAL CONDITIONS	**$ 50,000.00**
Silt Fence	7232	LF	$1.50	$ 10,848.00
Sod (2' BOC)	49450	SF	$0.30	$ 14,835.00
Sod Lake Banks Bahia	191880	SF	$0.30	$ 57,564.00
Fine Grading Lots	233	EA	$250.00	$ 58,250.00
Seed & Mulch Areas Disturbed By Construction	50	AC	$500.00	$ 25,000.00
			TOTAL EROSION CONTROL / EARTHWORK	**$ 166,497.00**
6" PVC Pipe SDR 26	4060	LF	$ 15.00	$ 60,900.00
8" PVC Pipe SDR 26 (0'-6')	2040	LF	$ 20.00	$ 40,800.00
8" PVC Pipe SDR 26 (6'-8')	2161	LF	$ 21.00	$ 45,381.00
8" PVC Pipe SDR 26 (8'-10')	380	LF	$ 22.00	$ 8,360.00
8" PVC Pipe SDR 26 (10'-12')	1660	LF	$ 23.00	$ 38,180.00
8" PVC Pipe SDR 26 (14'-16')	225	LF	$ 30.00	$ 6,750.00
8" PVC Pipe SDR 26 (16'-18')	665	LF	$ 35.00	$ 23,275.00
8" PVC Pipe SDR 26 (20'-22')	390	LF	$ 50.00	$ 19,500.00
8" PVC Pipe SDR 26 (22'-24')	663	LF	$ 60.00	$ 39,780.00
8" X 8" X 6" PVC Wye	134	EA	$ 100.00	$ 13,400.00
6" PVC 45° Bend	136	EA	$ 40.00	$ 5,440.00
4' Dia Sanitary Manhole (0'-6')	13	EA	$ 2,500.00	$ 32,500.00
4' Dia Sanitary Manhole (6'-8')	4	EA	$ 3,400.00	$ 13,600.00
4' Dia Sanitary Manhole (8'-10')	5	EA	$ 4,000.00	$ 20,000.00
4' Dia Sanitary Manhole (10'-12')	1	EA	$ 5,000.00	$ 5,000.00
4' Dia Sanitary Manhole (12'-14')	2	EA	$ 7,000.00	$ 14,000.00
4' Dia Sanitary Manhole (16'-18')	1	EA	$ 9,500.00	$ 9,500.00
4' Dia Sanitary Manhole (18'-20')	1	EA	$ 10,000.00	$ 10,000.00
4' Dia Sanitary Manhole (20'-22')	1	EA	$ 11,500.00	$ 11,500.00
4' Dia Sanitary Manhole Lined (0'-6')	1	EA	$ 6,000.00	$ 6,000.00
4' Dia Sanitary Manhole Lined (22'-24')	2	EA	$ 15,000.00	$ 30,000.00
5' Dia Sanitary Manhole Lined (22'-24')	1	EA	$ 20,000.00	$ 20,000.00
Adjust Manhole Rim Elevation - Final Grade	32	EA	$ 400.00	$ 12,800.00
Single Sanitary Sewer Service (No Piping)	39	EA	$ 250.00	$ 9,750.00
Double Sanitary Sewer Service (No Piping)	97	EA	$ 350.00	$ 33,950.00
2" PVC Force Main- SDR 21	200	LF	$ 10.00	$ 2,000.00
6" PVC Force Main DR 18	380	LF	$ 20.00	$ 7,600.00
2" X 45° P.V.C. Bend - SCH 80	3	EA	$ 18.00	$ 54.00
6" X 45° MJDI Bend - Epoxy	1	EA	$ 600.00	$ 600.00
6" X 90° MJDI Bend - Epoxy	1	EA	$ 650.00	$ 650.00
6" Plug Valve and Valve Box	1	EA	$ 1,250.00	$ 1,250.00
6" Pipe Joint Restraint	6	EA	$ 90.00	$ 540.00
4" MJDI Cap - Epoxy	1	EA	$ 350.00	$ 350.00
Lift Station - Complete	1	LS	$ 550,000.00	$ 550,000.00
			TOTAL SANITARY SEWER	**$ 1,093,410.00**
6" PVC Force Main DR 18	640	LF	$ 21.00	$ 13,440.00
6" X 45° MJDI Bend - Epoxy	3	EA	$ 650.00	$ 1,950.00
8" X 6" MJDI Reducer - Epoxy	1	EA	$ 750.00	$ 750.00
6" Plug Valve and Box	1	EA	$ 1,250.00	$ 1,250.00
8" Directional Bore - HDPE	60	LF	$ 150.00	$ 9,000.00
			TOTAL OFFSITE SANITARY SEWER	**$ 26,390.00**
Type C Inlet, Std Bot (0'-6')	20	EA	$ 2,000.00	$ 40,000.00
Type C Inlet, Std Bot (6'-8')	2	EA	$ 2,250.00	$ 4,500.00
Type C Inlet, Std Bot (8'-10')	1	EA	$ 2,500.00	$ 2,500.00
Type E Inlet, Std Bot (8'-10')	1	EA	$ 2,750.00	$ 2,750.00
Control Structure	1	EA	$ 2,500.00	$ 2,500.00

Kimley»Horn

ENGINEER'S ESTIMATE OF THE COST OF IMPROVEMENTS				
MELODY PRESERVE				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Type V Inlet Top	31	EA	$ 500.00	$ 15,500.00
Type V Inlet , Std Bottom (0'-6')	12	EA	$ 3,750.00	$ 45,000.00
Type V Inlet , Std Bottom (6'-8')	4	EA	$ 4,000.00	$ 16,000.00
Type V Inlet , Std Bottom (8'-10')	2	EA	$ 4,500.00	$ 9,000.00
Type V Inlet, J Bot 6' Dia (6'-8')	4	EA	$ 6,000.00	$ 24,000.00
Type V Inlet, J Bot 6' Dia (8'-10')	6	EA	$ 6,500.00	$ 39,000.00
Type V Inlet, J Bot 6' Dia (10'-12')	2	EA	$ 7,000.00	$ 14,000.00
Type V Inlet, J Bot 7' Dia (6'-8')	1	EA	$ 7,500.00	$ 7,500.00
Type 6 Inlet Top	5	EA	$ 2,500.00	$ 12,500.00
Type P-6 Inlet, P Bot 4' Dia (0'-6')	3	EA	$ 1,500.00	$ 4,500.00
Type J-6 Inlet, J Bot 5' Dia (6'-8')	1	EA	$ 2,500.00	$ 2,500.00
Type J-6 Inlet, J Bot 6' Dia (6'-8')	1	EA	$ 4,000.00	$ 4,000.00
12" Drain Basin Inlet	1	EA	$ 1,000.00	$ 1,000.00
Storm Manhole, J Bot 7' Dia (6'-8')	1	EA	$ 6,000.00	$ 6,000.00
18" RCP Pipe	576	LF	$ 55.00	$ 31,680.00
24" RCP Pipe	592	LF	$ 65.00	$ 38,480.00
30" RCP Pipe	592	LF	$ 85.00	$ 50,320.00
36" RCP Pipe	264	LF	$ 90.00	$ 23,760.00
42" RCP Pipe	272	LF	$ 100.00	$ 27,200.00
12" HP Pipe	1060	LF	$ 30.00	$ 31,800.00
15" HP Pipe	1140	LF	$ 35.00	$ 39,900.00
18" HP Pipe	2200	LF	$ 45.00	$ 99,000.00
24" HP Pipe	400	LF	$ 55.00	$ 22,000.00
30" HP Pipe	1460	LF	$ 65.00	$ 94,900.00
36" HP Pipe	1600	LF	$ 75.00	$ 120,000.00
42" HP Pipe	340	LF	$ 85.00	$ 28,900.00
30" MES, Concrete, Std 430-021	2	EA	$ 2,250.00	$ 4,500.00
36" MES, Concrete, Std 430-021	2	EA	$ 2,500.00	$ 5,000.00
42" MES, Concrete, Std 430-021	2	EA	$ 3,000.00	$ 6,000.00
Rock Rip Rap Splash Pad (18" Thick)	600	CY	$ 15.00	$ 9,000.00
			TOTAL STORM DRAINAGE	**$ 885,190.00**
1" PE Tubing Service Line	2620	LF	$ 8.00	$ 20,960.00
2" PE Tubing Service Line	100	LF	$ 10.00	$ 1,000.00
4" PVC Water Main - DR18	720	LF	$ 15.00	$ 10,800.00
6" PVC Water Main - DR18	2780	LF	$ 20.00	$ 55,600.00
8" PVC Water Main - DR18	1480	LF	$ 25.00	$ 37,000.00
12" PVC Water Main - DR18	6380	LF	$ 50.00	$ 319,000.00
4" X 2" MJDI Tapped Cap	5	EA	$ 150.00	$ 750.00
6" X 22.5° MJDI Bend	5	EA	$ 300.00	$ 1,500.00
6" MJDI Cap	1	EA	$ 250.00	$ 250.00
6" X 2" MJDI Tapped Cap	1	EA	$ 250.00	$ 250.00
6" X 4" MJDI Reducer	1	EA	$ 250.00	$ 250.00
6" X 6" X 6" MJDI Tee	1	EA	$ 500.00	$ 500.00
6" X 6" X 6" MJDI Swivel Anchor Tee	1	EA	$ 500.00	$ 500.00
8" MJDI Sleeve	1	EA	$ 500.00	$ 500.00
8" X 45° MJDI Bend	14	EA	$ 500.00	$ 7,000.00
8" X 4" MJDI Reducer	2	EA	$ 300.00	$ 600.00
8" X 8" X 6" MJDI Tee	2	EA	$ 600.00	$ 1,200.00
8" X 8" X 6" MJDI Swivel Anchor Tee	1	EA	$ 600.00	$ 600.00
8" X 8" X 8" MJDI Tee	1	EA	$ 650.00	$ 650.00
10" MJDI Cap	1	EA	$ 300.00	$ 300.00
12" X 22.5° MJDI Bend	2	EA	$ 650.00	$ 1,300.00
12" X 45° MJDI Bend	16	EA	$ 750.00	$ 12,000.00
12" X 4" MJDI Reducer	3	EA	$ 500.00	$ 1,500.00

Kimley»Horn

ENGINEER'S ESTIMATE OF THE COST OF IMPROVEMENTS				
MELODY PRESERVE				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
12" X 6" MJDI Reducer	2	EA	$ 500.00	$ 1,000.00
12" X 8" MJDI Reducer	2	EA	$ 500.00	$ 1,000.00
12" X 10" MJDI Reducer	1	EA	$ 600.00	$ 600.00
12" X 12" X 6" MJDI Tee	3	EA	$ 900.00	$ 2,700.00
12" X 12" X 6" MJDI Swivel Anchor Tee	6	EA	$ 850.00	$ 5,100.00
12" X 12" X 12" MJDI Tee	9	EA	$ 1,000.00	$ 9,000.00
4" Gate Valve And Box	1	EA	$ 1,000.00	$ 1,000.00
6" Gate Valve And Box	7	EA	$ 1,250.00	$ 8,750.00
8" Gate Valve And Box	5	EA	$ 1,500.00	$ 7,500.00
12" Gate Valve And Box	16	EA	$ 3,000.00	$ 48,000.00
Fire Hydrant Assembly W/ 6" Gate Valve And Box	8	EA	$ 4,000.00	$ 32,000.00
2" PVC Sleeve - Water Service	1280	LF	$ 4.00	$ 5,120.00
1" Single Water Service	19	EA	$ 500.00	$ 9,500.00
1" Double Water Service	107	EA	$ 1,000.00	$ 107,000.00
2" Water Service W/ Backflow Preventer	1	EA	$ 4,000.00	$ 4,000.00
10" X 10" Tapping Saddle W/ Valve & Box	1	EA	$ 20,000.00	$ 20,000.00
			TOTAL POTABLE WATER	**$ 736,280.00**
12" PVC Water Main - DR18	780	LF	$ 55.00	$ 42,900.00
12" X 45° MJDI Bend	2	EA	$ 1,000.00	$ 2,000.00
12" X 90° MJDI Bend	1	EA	$ 1,000.00	$ 1,000.00
12" X 12" Tapping Saddle W/ Valve & Box	1	EA	$ 25,000.00	$ 25,000.00
			TOTAL OFFSITE POTABLE WATER	**$ 70,900.00**
8" Limerock Base	13202	TON	$ 16.00	$ 211,232.00
SP 9.5 1.5" Standard Duty Asphalt	30003	SY	$ 9.00	$ 270,027.00
Prime Limerock Base	31965	SY	$ 0.50	$ 15,982.50
Trench Width Asphalt Pavement Removal And	355	SY	$ 50.00	$ 17,750.00
12" X 10" Ribbon Curb (Machined In)	17175	LF	$ 12.00	$ 206,100.00
F Curb (Machined In 1 Mobilization)	2585	LF	$ 14.00	$ 36,190.00
F Curb (Hand Form)	120	LF	$ 18.00	$ 2,160.00
A Curb (Machined In Same Mob As F Curb)	690	LF	$ 14.00	$ 9,660.00
A Curb (Hand Form)	280	LF	$ 18.00	$ 5,040.00
D Curb (Hand Form)	381	LF	$ 18.00	$ 6,858.00
3' Valley Gutter (Hand Form)	95	LF	$ 20.00	$ 1,900.00
Signage And Striping	1	LS	$ 10,000.00	$ 10,000.00
			TOTAL ROAD CONSTRUCTION	**$ 792,899.50**
Code Required Landscape and Irrigation	1	LS	$ 175,000.00	$ 175,000.00
			TOTAL LANDSCAPE	**$ 175,000.00**
			TOTAL	**$ 3,996,566.50**
			120% SURETY TOTAL	**$ 4,795,879.80**

GENE BRUNO LOSITO, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 75547
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GENE BRUNO LOSITO, P.E. ON THE DATE INDICATED HEREIN.
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Gene B Losito

BY:_____ DATE:10/17/2025

Gene Bruno Losito, P.E., FL #75547
Kimley-Horn and Associates, Inc.
1700 SE 17th Steet, Suite 200
Ocala, Florida 34471

Kimley»Horn

May 13, 2026

Aaron Pool
Land Development Manager
Marion County Board of County Commissioners
412 SE 25th Ave.
Ocala, FL 34471
Main: 352-671-8686

RE: ***Melody Preserve (#32515)***
Kimley-Horn Project No. 242248010

Dear Mr. Pool,

The Melody Preserve Engineer's Estimate of Construction Costs includes the cost associated with the proposed pickleball courts, dog park, and mail kiosk. These costs are reflected within the following sitework line items:

- 8" Limerock Base
- SP 9.5, 1.5" Standard Duty Asphalt

A total cost of $29,400.52 has been allocated for the construction of the pickleball courts. A total cost of $15,360.00 has been allocated for the construction of the mail kiosk. A total cost of $15,360.00 has been allocated for the construction of the dog park.

If you have any questions or need any additional information, please feel free to contact me.

Sincerely,
KIMLEY-HORN

Gene Losito

Gene B. Losito, PE

GBL/slb

Cc: File
K:\OCA_Civil\242248010-Melody Preserve Design\doc\Memomcdr260512gbl_AR 32515.docx

EXHIBIT B

SURETY BOND

PHILADELPHIA
INSURANCE COMPANIES
A Member of the Tokio Marine Group

Subdivision Bond
Faithful Performance

Bond No. PB02433600007

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: Colen Built Development, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of Florida, as Surety are held and firmly bound unto Marion County, Florida in the sum of Four million seven hundred ninety-five thousand eight hundred seventy-nine & 80/100 Dollars ($ 4,795,879.80), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS the above Named Principal has entered into an agreement, dated October 3, 2025, with the Marion County, Florida to do and perform the following work, to wit:

MELODY PRESERVE - RESIDENTIAL DEVELOPMENT OF 233 LOTS; 1 LIFT STATION PO # LD-OTR-OTOW-07

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Morristown, New Jersey this 31st day of March, 2026.

Colen Built Development, LLC
(Principal) (Seal)

By: C. Shay Wooldridge

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

By: April D. Perez
April D. Perez, Attorney-In-Fact,
FL Non-Resident License #G047993

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Terry Ann Gonzales-Selman, April D. Perez, Kelly O'Malley, Annette Audinot, Jessica Iannotta, Ann Marie Keane, Allison D. Perez, Amanda R. Harvin and Kimberly Leonard of MARSH USA, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$Unlimited**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31st day of March, 2026.

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

INDEMNIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 20___, by and between COLEN BUILT DEVELOPMENT, 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 was approved by the Development Review Committee on July 28, 2025; 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 were approved by the Office of the County Engineer on February 3, 2026; and

D. Compliance has been met and will be maintained with State Fire Code; confirmed through Fire Review; and

E. The Development is being serviced by a central sewer and central water system per application; and

F. A bond has been provided in the amount of one-hundred twenty percent (120%) of the approved estimated cost of remaining subdivision improvements; now, therefore.

IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable considerations, the Developer and County ("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 developing certain real property in Marion County, Florida, as a residential community known as **Melody Preserve** (the "Project"). Developer has requested that the County issue up to **116** individual building permits, representing 50% of the total number of lots within the Project. The County has agreed to issue the requested building permits, subject to the releases and Developer's indemnification obligations set forth in this Agreement. In consideration of the County's agreement to issue the requested building permits, Developer agrees to provide the County with the releases and indemnification 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, at a minimum, 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 and costs), 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 fees and 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 or she 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

_____
Carl Zalak III, Chairman

Approved as to Form
and Legal Sufficiency

_____
Marion County Attorney

WITNESSES:

_____
Print Name:_____
Address: _____

_____
Print Name:_____
Address: _____

DEVELOPER

By: _____
Print Name:

Marion County
Board of County Commissioners
Office of the County Engineer
412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686
Fax: 352-671-8687

July 28, 2025

KIMLEY-HORN AND ASSOCIATES
GENE B. LOSITO, P.E.
1700 SE 17TH STREET, STE 200
OCALA, FL 34471

SUBJECT: **PLAN APPROVAL LETTER**
PROJECT NAME: MELODY PRESERVE
PROJECT #2024100025 APPLICATION #32350 PARCEL #35300-000-15

Dear Gene:

The above referenced Preliminary Plat was approved by the Development Review Committee on July 28, 2025. The approval of this plan will expire on July 28, 2025. If an extension is needed in the future, please submit a written request to be considered by the Development Review Committee prior to the expiration date. The following comments are for your review. You need not reply to the comments, and if the comments have been previously completed, simply disregard:

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 2.12.9/10 - Proposed Drainage Right-of-Way/Easements
STATUS OF REVIEW: INFO
REMARKS: (1) The preliminary plat includes a lot typical detail that depicts typical drainage easements. Approval of the preliminary plat with this typical detail does not constitute approval of these easement widths in all locations for the development. Individual easement widths will be evaluated in conjunction with the proposed infrastructure at the improvement/site plan and/or final plat submittals. (2) The necessary drainage easements will be reviewed with the improvement/site plan and/or final plat submittal. Please note that code requires that all retention/detention areas within subdivision developments shall have direct access to a right-of-way. A drainage right-of-way may be necessary to establish this access. A minimum 12-foot wide, stabilized vehicle access at six percent maximum grade shall be provided to allow for ingress and egress of the retention/detention area. Drainage rights-of-way shall be a minimum of 30 feet in width. As an alternative to right-of-way, access may be provided by an easement of the same width. 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.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 2.12.19 - Existing Drainage Improvements
STATUS OF REVIEW: INFO
REMARKS: Any existing infrastructure and the impact of the proposed development will be reviewed with the improvement/site plan.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 2.12.19 - Proposed Drainage Improvements

STATUS OF REVIEW: INFO
REMARKS: (1) Improvement Plans and Final plat shall reflect the location of the proposed infrastructure with proper easements/tracts. (2) When the improvement/site plan drainage calculations are submitted please provide a table of the lots with a breakdown of the impervious area allocated to each lot. Include the areas allotted for the building, driveway, patio areas, accessory structures (pools, patios, sheds, guest houses, etc.). Ultimately, zoning and stormwater staff need to be able to determine how much impervious is allocated to each lot for permitting structures. Please provide the areas in square feet.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 2.12.20 - Stormwater Infrastructure Supports Phasing
STATUS OF REVIEW: INFO
REMARKS: Phasing implications to be reviewed with the improvement/site plan.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 2.12.22 - Stormwater Tract/Right-of-Way
STATUS OF REVIEW: INFO
REMARKS: Improvement Plans and Final plat shall reflect the location of the proposed infrastructure with proper tracts/ROW.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 6.13 - Stormwater Management
STATUS OF REVIEW: INFO
REMARKS: Please ensure the criteria of LDC Section 6.13 is satisfied with the Improvement Plans/Major Site Plans. Stormwater staff has a checklist of items that we can send as guidance for your improvement/site development plan. If you would like a copy, please contact the reviewer.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: Additional Stormwater comments
STATUS OF REVIEW: INFO
REMARKS: If you have questions or would like to discuss the stormwater review comments, please contact Kevin Vickers, PE at 352-671-8695 or kevin.vickers@marionfl.org.

DEPARTMENT: ENGSUR - SURVEY REVIEW
REVIEW ITEM: 6.4.3.D - The quadrant number (as assigned by Marion County 911 Management)
STATUS OF REVIEW: INFO
REMARKS: Please update when assigned by 911.

DEPARTMENT: DOH - ENVIRONMENTAL HEALTH
REVIEW ITEM: Lot Size
STATUS OF REVIEW: INFO
REMARKS: Lots are too small for septic systems. Must be on central sewer/central water.

DEPARTMENT: DOH - ENVIRONMENTAL HEALTH
REVIEW ITEM: Additional Health comments
STATUS OF REVIEW: INFO
REMARKS: Lots are too small for septic systems. Must be on central sewer/central water.

DEPARTMENT: ENGTRF - TRAFFIC REVIEW
REVIEW ITEM: 6.12.2 - Right-of-way
STATUS OF REVIEW: INFO
REMARKS: 7/21/25 - Latest drawings are generally in agreement with what was approved by the County Engineer. Additional details may be required during improvement plan review.

5/13/25 - Condition of approved PUD formalized the requirement to reserve right-of-way such that existing right-of-way plus reserved right-of-way along SW 80th St. and north of the existing northern right-of-way

boundary totals 120'. This reserved right-of-way must be shown on preliminary plat in its entirety and must illustrate existing area plus reserved area.

2/6/25 - 1) Sheet C002 Typical Section: Private local subdivision roads require 50' + 5' ROW easement each side. Waiver must be obtained, or evidence of an existing, applicable waiver must be sufficiently provided for 30' right-of-way proposed. 2) Right-of-way dedication of 50' along SW 80th St. is required or as specified by PUD under review. 3) INFO: SW 80th St at SW 77th Court is expected to realign to match existing roadway east of SW 77th Court or as otherwise specified by PUD under review. Adjust drawing as needed.

DEPARTMENT: ENGTRF - TRAFFIC REVIEW
REVIEW ITEM: 6.12.12 - Sidewalks
STATUS OF REVIEW: INFO
REMARKS: 7/21/25 - Reservation of the right-of-way needed for the multimodal path is shown; detailed review of the multimodal path based upon the TIA-related operational analysis and any fee in-lieu-of construction considerations will be conducted as part of the improvement plan.

5/13/25 - Mulitmodal path detail required. Primary connection to the multimodal path must be adjacent to entrance along SW 80th St. OCE Traffic has no objections to a secondary connection.

2/6/25 - 1) Sidewalks are required along one side of internal streets unless otherwise stated by PUD. 2) Provide a multi-use path along SW 80th St., connecting to existing location east of development site and extending to SW 77th Court unless otherwise stated by approved PUD.

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: 2.12.4.K - List of approved waivers, conditions, date of approval
STATUS OF REVIEW: INFO
REMARKS: 1/24/25-add waivers if requested in future

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: Additional Development Review Comments
STATUS OF REVIEW: INFO
REMARKS: Establishment of an MSBU is required prior to final plat approval. Contact the MSTU Department at (352)438-2650 to create an MSBU or obtain a waiver from BCC via DRC.

DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: 2.12.4.L(5)/5.7 - Wellhead Protection - P/S/T Zones Shown/Listed?
STATUS OF REVIEW: INFO
REMARKS: Defer to MCU.

DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: 2.12.9/6.12.2.B - Comp Plan Future Thoroughfares R/W Provided (TE Map)?
STATUS OF REVIEW: INFO
REMARKS: Defer to OCE.

DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: 2.12.5/1.8.2.A - Concurrency/Traffic - Study/Capacity Available?
STATUS OF REVIEW: INFO
REMARKS: Please provide Traffic Study. Defer to OCE.

DEPARTMENT: UTIL - MARION COUNTY UTILITIES
REVIEW ITEM: Additional Utilities comments
STATUS OF REVIEW: INFO
REMARKS: Marion County Utilities reserves the right to provide additional comments or requests during the Final Plat review. Further comments and adjustments will be made during the review of Improvement Plan AR#32515.

DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 2.12.24 - Preliminary buffer plan/6.8.6 - Buffering
STATUS OF REVIEW: INFO
REMARKS: Type C buffer along SW 77th Court is missing.
7/10/25 - Ensure no structures are constructed within SW 77th Court Type C buffer. Easement at northeastern corner?

DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 4.4.4 - Provision for subdivision signs
STATUS OF REVIEW: INFO
REMARKS: The plan does not show any subdivision signs, monument signs, etc. Please note the locations and the setbacks of proposed signs. Please be advised such signs will require separate additional permitting at a later date.
5/6/25 - Signs not indicated on site plans. Location of signs, as a type of site improvement, should be included in preliminary plans, per Sec. 2.12.19
7/10/25 - All signs will require a separate sign permit.

If you have any questions, please feel free to call (352) 671-8686 or DevelopmentReview@marionfl.org.

Sincerely,

Your Development Review Team
Office of the County Engineer

Marion County
Board of County Commissioners

Office of the County Engineer
412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686
Email: DevelopmentReview@marionfl.org

Date: February 04, 2026

To: Kimley Horn
1700 SE 17th Street
Ocala, FL 34471

Subject: Status Letter - Approved - As-Builts Pending
Case Type: Improvement Plan
Case Name: MELODY PRESERVE
Case #: 32515

Dear Kimley,

The above referenced Improvement Plan was Approved - As-Builts Pending by the County Engineer, or designee, on 02/03/2026. If approved this case will expire on 02/03/2031.

Expiration dates do not apply to statuses other than approvals. If the status does not indicate an approval and the case has been closed applicants may be required to reapply for consideration.

Log into the online portal anytime at https://selfservice.marionfl.org/energov_prod/selfservice#/home to view comments (such as informational comments), recommendations, conditions, holds, fees, files and/or next steps, if any.

Any conditions or holds imposed must be satisfied and all fees paid prior to the final completion of this case.

Regarding next steps, the portal is where applicants may schedule inspections, comply with additional requirements or apply for sub records, as appropriate.

Feel free to contact us at (352) 671-8686 or DevelopmentReview@marionfl.org with questions.

Sincerely,

Your Development Review Team
Office of the County Engineer

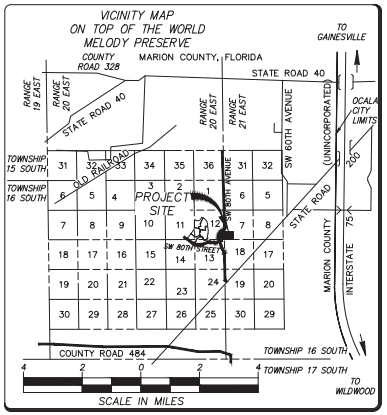
ON TOP OF THE WORLD MELODY PRESERVE

A REPLAT OF A PORTION OF CIRCLE SQUARE WOODS, PLAT BOOK P, PAGES 30 THROUGH 103, THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA

A PORTION OF SECTIONS 12, TOWNSHIP 16 SOUTH, RANGE 20 EAST AND A PORTION OF SECTIONS 7, TOWNSHIP 16 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___
SHEET 1 OF 6

VICINITY MAP
ON TOP OF THE WORLD MELODY PRESERVE



THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS A CONDITION OF 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 COST 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.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

STORMWATER RUNOFF GENERATED FROM THE IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO LANDS AS IDENTIFIED ON THE IMPROVEMENT PLANS AS APPROVED BY MARION COUNTY FOR THE DEVELOPMENT OF THIS SUBDIVISION.

THE FLORIDA STATE PLANE COORDINATES SHOWN HEREON ARE NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT), FLORIDA WEST ZONE AS DERIVED FROM GPS STATIC SURVEY AND TRADITIONAL TRAVERSE METHODS AND ESTABLISHED FROM MARION COUNTY, FLORIDA CONTROL MONUMENTS "AR1852" AND "V086", PURSUANT TO SECTION 177.151, FLORIDA STATUTES.

THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA – FOUND 4" X 4" CONCRETE MONUMENT WITH NAIL & DISK STAMPED 1 2 11 12.
NORTHING: 1740427.4009 FEET
EASTING: 570381.5670 FEET
LATITUDE: 29°07'16.02210" N
LONGITUDE: 82°16'07.23060" W
CONVERGENCE: -0°07'50.7"
SCALE: 0.99994961

FOUND STAINLESS STEEL ROD STAMPED V086 1990
NORTHING: 1745775.8082 FEET
EASTING: 543817.8667 FEET
LATITUDE: 29°08'08.27974" N
LONGITUDE: 82°21'06.91361" W
CONVERGENCE: -0°07'16.8"
SCALE: 0.99995564

SURVEYOR'S CERTIFICATE

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, 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.

JCH CONSULTING GROUP, INC (LICENSED BUSINESS NUMBER LB8071)
426 SW 15TH STREET
OCALA, FLORIDA 34471

SURVEYOR SEAL:

_____
CHRISTOPHER J. HOWSON (LICENSE NO. LS6553)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, OCALA, FL 34471

NOTES:

1. ADVISORY NOTICE ~ ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12083C0682E & 12083C0701E, MARION COUNTY, FLORIDA DATED APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" & "AE"– AN AREA OF MINIMAL FLOODING. THE FLOODING LIMITS HAVE BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE FINAL PLAT RECORDING. 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.
2. A 5/8 INCH DIAMETER IRON ROD WITH CAP NO. LB 8071 WILL BE SET AT EACH LOT CORNER AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN SUBSECTION 177.091(9), FLORIDA STATUTES.
3. ALL OF THE LAND DESCRIBED ON THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ON TOP OF THE WORLD MELODY PRESERVE (NEIGHBORHOOD DECLARATION) RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED OR REFERENCED ON THIS PLAT THAT MAY BE FOUND IN THE MARION COUNTY OFFICIAL RECORDS.
4. CURRENT ZONING IS PUD (PLANNED UNIT DEVELOPMENT), CURRENT LAND USE IS DRI (DEVELOPMENT OF REGIONAL IMPACT), AND MEDIUM RESIDENTIAL.
5. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 1990 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.
6. THE DEVELOPER HEREBY RESERVES TO ITSELF AND ITS DESIGNATED SUCCESSORS AND ASSIGNS ALL THE RIGHTS PERTAINING TO THE UNRESIDENTIAL PROPERTIES WITHIN THIS PLAT. THE DEVELOPER SHALL HAVE THE EXCLUSIVE AND UNRESTRICTED RIGHT AND OPTION (BUT NOT THE OBLIGATION) TO DO THE FOLLOWING WITH REGARD TO ANY OR ALL OF THE SAID RESIDENTIAL BUILDING LOTS AND TRACTS TO ANY PERSONS OR ENTITIES AS THE DEVELOPER SHALL DEEM APPROPRIATE OR DESIRABLE, INCLUDING BUT NOT LIMITED TO ANY AFFILIATES OF THE DEVELOPER, ANY PURCHASERS, ANY COMMUNITY DEVELOPMENT DISTRICTS AND/OR ANY NOT-FOR-PROFIT ENTITIES: (A) GRANT AND RESERVE EASEMENTS; (B) ASSIGN OPERATIONAL AND MAINTENANCE RESPONSIBILITIES AND (C) ENCUMBER, SELL OR CONVEY.
7. THE DEVELOPER HEREBY GRANTS AND RESERVES PERPETUAL, NON-EXCLUSIVE AND PRIVATE EASEMENTS OVER, UNDER AND THROUGH ALL TRACTS SHOWN ON THIS PLAT FOR STORM WATER DRAINAGE PURPOSES. THE DRAINAGE EASEMENTS ARE PRIVATE AND SHALL RUN ONLY IN FAVOR OF THE FOLLOWING: (A) THE DEVELOPER, FOR THE USE AND BENEFIT OF, AND RUNNING WITH THE TITLE TO THE LANDS LYING OUTSIDE THE BOUNDARIES OF THIS PLAT, AS IMPROVED FROM TIME TO TIME, THAT RELY FROM TIME TO TIME ON SUCH DRAINAGE EASEMENTS TO DRAIN SUCH OTHER LANDS; AND (B) SUCH OTHER PERSONS, ENTITIES OR LANDS AS THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS MAY HEREAFTER DESIGNATE FROM TIME TO TIME IN WRITING, INCLUDING BUT NOT LIMITED TO ANY COMMUNITY DEVELOPMENT DISTRICT OR NOT-FOR-PROFIT ENTITY.
8. THE DEVELOPER HEREBY RESERVES UNTO ITSELF AND ITS DESIGNATED SUCCESSORS AND ASSIGNS PERPETUAL, NON-EXCLUSIVE AND PRIVATE EASEMENTS FOR CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND USE OF PATHS AND PASSAGEWAYS FOR GOLF CARS, GOLF CARTS, LOW-SPEED VEHICLES, MOTORIZED DISABILITY ACCESS VEHICLES, UTILITY VEHICLES AND LANDSCAPE AND GOLF COURSE MAINTENANCE EQUIPMENT OVER AND ACROSS ALL TRACTS AS SHOWN ON THIS PLAT; PROVIDED, HOWEVER, NONE OF THE FOREGOING USES OR IMPROVEMENTS SHALL CONSTRUCT OR UNREASONABLY INTERFERE WITH STORM WATER DRAINAGE WITH THE PURPOSE OF THE DRAINAGE EASEMENT.
9. NO LOT SHALL BE DIVIDED OR RESUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY, FLORIDA, WHICH REPLAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY, FLORIDA.
10. THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, SHALL HAVE NO RESPONSIBILITY, DUTY, OR LIABILITY WHATSOEVER REGARDING SUCH STREETS AND DRAINAGE TRACTS. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE 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.
11. PERPETUAL NON-EXCLUSIVE EASEMENTS ARE HEREBY RESERVED TO THE DEVELOPER AND ITS DESIGNATED SUCCESSORS AND ASSIGNS OVER, UNDER AND THROUGH EACH PSEURA (DEFINED IN NOTE 14 BELOW) THAT ABUTS EITHER A STREET INTERSECTION OR A CUL-DE-SAC TURNAROUND FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND USING PAVING, CURBS, GUTTERS, SIDEWALKS AND OTHER PEDESTRIAN AND VEHICULAR TRANSPORTATION IMPROVEMENTS AND ASSOCIATED DRAINAGE IMPROVEMENTS.
12. OWNERSHIP OF ANY RESIDENTIAL BUILDING LOT OR ANY TRACT AS SHOWN ON THIS PLAT DOES NOT CONFER ANY OWNERSHIP, EASEMENT OR RIGHT OF USE IN OR TO ANY COMMUNITY AMENITY PROPERTY OR ANY LAND LYING OUTSIDE THE BOUNDARIES OF THIS PLAT, OR IN, OR TO ANY FACILITIES LOCATED ON ANY COMMUNITY AMENITY PROPERTY OR ON ANY LAND LYING OUTSIDE THE BOUNDARIES OF THIS PLAT.
13. DESPITE ANY REFERENCE ON THIS PLAT TO ANY IMPROVEMENT OR FACILITY, INCLUDING BUT NOT LIMITED TO ANY SIDEWALK, PATHS AND PASSAGEWAYS FOR LOW-SPEED VEHICLES, GOLF CARS, GOLF CARTS, MOTORIZED DISABILITY ACCESS VEHICLES, UTILITY VEHICLES AND GOLF COURSE MAINTENANCE EQUIPMENT, RECREATIONAL FACILITY, PARK FACILITY, MONUMENTS, RECREATIONAL EQUIPMENT, DECORATIVE FEATURE, WALL, FENCE, BERM, LANDSCAPING, LIGHTING, IRRIGATION, UTILITY OR DRAINAGE IMPROVEMENT, NO SUCH REFERENCE SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY THAT ANY SUCH IMPROVEMENT OR FACILITY WILL BE CONSTRUCTED OR PROVIDED BY THE DEVELOPER OR ANY OF THE DEVELOPER'S SUCCESSORS OR ASSIGNS.
14. MELODY PRESERVE NEIGHBORHOOD ASSOCIATION, INC. IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF BOTH NEW AND REPLACEMENT QUADRANT STREET SIGNS.
15. WHEREVER IN THIS PLAT REFERENCE IS MADE TO THE DEVELOPER'S "DESIGNATED SUCCESSORS AND ASSIGNS," SUCH REFERENCE SHALL MEAN AND REFER TO THOSE SUCCESSORS OR ASSIGNS OF THE DEVELOPER TO WHOM THE DEVELOPER HEREAFTER TRANSFERS IN WRITING A SPECIFIC RIGHT RESERVED TO THE DEVELOPER IN THIS PLAT, WHICH SAID WRITING MAKES SPECIFIC REFERENCE TO THE PLAT NOTE ON THIS PLAT THAT RESERVES TO THE DEVELOPER THE RIGHT BEING TRANSFERRED, AND WHICH SAID WRITING IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
16. EXCEPT AS OTHERWISE SHOWN ON THIS PLAT, THERE IS A 15' WIDE PRIVATE SPECIFIC EASEMENT UTILITY RESERVATION AREA ("PSEURA") ALONG THE FRONT OF EACH LOT, A 5.0' PSEURA AND DRAINAGE EASEMENT ALONG EACH SIDE AND 10' PSEURA, DRAINAGE AND LANDSCAPE EASEMENT ALONG THE REAR OF EACH LOT, AS DEPICTED ON THE DETAIL OF TYPICAL PSEURA'S & SETBACKS SHOWN ON SHEET 2. EACH PSEURA SHOWN OR NOTED ON THIS PLAT IS OR WILL BE SUBJECT TO THE DEVELOPER, OR ASSIGNS OF THE DEVELOPER, SEPARATELY GRANTING OFF-PLAT EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION OF UTILITY LINES, MAINS, PIPES, CONDUITS AND OTHER FACILITIES SOLELY AND EXCLUSIVELY FOR (A) ANY CABLE SYSTEM OR CABLE SERVICE, MULTICHANNEL VIDEO PROGRAMMING SERVICE, INFORMATION SERVICE OR OTHER TELECOMMUNICATION SERVICE, MONITORING SERVICE, OR OTHER FORM OF WIRELINE OR WIRELESS COMMUNICATION SYSTEM OR SERVICE THAT MAY BE PROVIDED FROM TIME TO TIME BY DIGITAL COMMUNICATION MEDIA, ITS SUCCESSORS OR ASSIGNS, (B) ANY WATER SERVICE, WASTEWATER SERVICE OR RE-USE WATER SERVICE THAT MAY BE PROVIDED FROM TIME TO TIME BY MARION COUNTY UTILITIES, AND (C) ANY ELECTRIC SERVICE, GAS SERVICE OR OTHER UTILITY SERVICE PROVIDED BY ANY PUBLIC UTILITY COMPANY OR GOVERNMENTAL AGENCY THAT MAY BE AUTHORIZED FROM TIME TO TIME BY THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, TO INSTALL UTILITY SYSTEMS OR FACILITIES WITHIN ANY SUCH PSEURA. NO "PLATTED UTILITY EASEMENTS" ARE GRANTED OR CREATED BY THIS PLAT.
17. THIS PLAT CONTAINS SIX HUNDRED AND THIRTY THREE (633) LOTS, ELEVEN (11) TRACTS AND 1.92 MILES OF ROAD.
18. A PORTION OF THE PROPERTY IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT ON TOP OF THE WORLD DRI AMENDED AND RESTATED DEVELOPMENT ORDER (OFFICIAL RECORDS BOOK 6445, PAGES 1390–1429), AS IT MAY BE AMENDED FROM TIME TO TIME ("ARDO").
19. ALL LOTS/TRACTS SHALL USE THIS SUBDIVISION'S INTERNAL ROADWAYS FOR VEHICLE/DRIVEWAY ACCESS. DIRECT DRIVEWAY/VEHICLE ACCESS TO S.W. 80TH STREET AND S.W. 80TH AVENUE ARE PROHIBITED FROM SUBDIVISION LOTS.
20. ALL DISTANCES SHOWN HEREON ARE GROUND. ALL BEARINGS ALONG CURVILINEAR LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.
21. THIS PLAT IS A SINGLE PHASE IN TOTAL, AND WILL NOT COMMENCE WITHOUT THE OTHERS. FOR DEDICATION AND ACKNOWLEDGEMENTS SEE SHEET 1. FOR BOUNDARY DETAIL SEE SHEET 2. FOR LEGAL DESCRIPTIONS, DETAILS, AND LOT DIMENSIONS SEE SHEET 3, 4, 5, & 6.
22. THE PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
23. WATER AND SEWER SERVICE IS BEING PROVIDED BY AND RIGHT OF WAY MAINTENANCE SHALL BE PROVIDED BY THE MARION COUNTY UTILITIES.
24. DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT P.T., WHICHEVER IS LESS.
25. FIRE PROTECTION IN ACCORDANCE WITH THE MARION COUNTY L.D.C. WILL BE PROVIDED VIA THE CENTRAL POTABLE WATER SYSTEM FOR THIS PROJECT.
26. TO THE EXTENT NOT INCONSISTENT WITH APPLICABLE LAW, THE DEVELOPER RESERVES TO ITSELF AND ITS DESIGNATED SUCCESSORS AND ASSIGNS, FOR A PERIOD OF EIGHTY NINE (89) YEARS AFTER THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THE EXCLUSIVE RIGHT, POWER AND AUTHORITY TO GRANT BY SEPARATE WRITTEN INSTRUMENTS RECORDED FROM TIME TO TIME SUBSEQUENT TO THE RECORDATION OF THIS PLAT ONE OR MORE EXCLUSIVE OR NON-EXCLUSIVE PRIVATE EASEMENTS OVER, UNDER, UPON AND THROUGH EACH AREA LABELED AS "PSEURA" OR "PRIVATE" FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND USE OF UTILITY LINES, MAINS, PIPES, CONDUITS AND OTHER UTILITY FACILITIES BY THOSE SPECIFIC UTILITY SERVICE PROVIDERS TO WHOM THE DEVELOPER HEREAFTER ELECTS TO GRANT FROM TIME TO TIME SPECIFIC PRIVATE UTILITY EASEMENTS. NEITHER THIS PLAT NOR THIS RESERVATION CREATES ANY UTILITY EASEMENT OR DEDICATION, WHETHER PRIVATE, PUBLIC, GENERAL OR SPECIFIC, NOR DOES THIS PLAT OR THIS RESERVATION GRANT ANY RIGHT TO THE PUBLIC OR TO ANY UTILITY SERVICE PROVIDER WITH RESPECT TO ANY PARTICULAR LOT OR TRACT SHOWN ON THIS PLAT THAT CONTAINS A PSEURA MAY UTILIZE THE PSEURA WITHIN THAT OWNER'S LOT OR TRACT FOR ANY PURPOSE THAT DOES NOT INTERFERE WITH THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND USE OF ANY UTILITY FACILITIES FROM TIME TO TIME CONSTRUCTED WITHIN THE PSEURA PURSUANT TO ANY SPECIFIC EASEMENT HEREAFTER GRANTED BY THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS; PROVIDED, HOWEVER, EACH LOT OR TRACT OWNER (OTHER THAN THE DEVELOPER AND ITS DESIGNATED SUCCESSORS AND ASSIGNS) SHALL HAVE THE RIGHT AND POWER OR AUTHORITY TO GRANT TO ANY UTILITY SERVICE PROVIDER ANY EASEMENT, LICENSE OR OTHER RIGHT OVER, UNDER, UPON OR THROUGH ANY PSEURA LYING WITHIN THAT OWNER'S LOT OR TRACT FOR UTILITY PURPOSES.
27. NO IMPROVEMENT OR FACILITY WITHIN ANY PSEURA LYING WITHIN ANY PLATTED RESIDENTIAL BUILDING LOT (OTHER THAN BERMS, LANDSCAPING, IRRIGATION, DRAINAGE, PAVING, CURBS, GUTTERS, SIDEWALKS AND DRIVEWAYS), AND NO IMPROVEMENTS ON OR WITHIN ANY PSEURA LYING WITHIN ANY OF THE TRACTS SHOWN ON THIS PLAT (OTHER THAN BERMS, LANDSCAPING, IRRIGATION, DRAINAGE, PAVING, CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, PATHS OR PATHWAYS FOR LOW-SPEED VEHICLES, GOLF CARS, GOLF CARTS, MOTORIZED DISABILITY ACCESS VEHICLES, UTILITY VEHICLES AND LANDSCAPE AND GOLF COURSE MAINTENANCE EQUIPMENT, RECREATIONAL AND PARK FACILITIES, SIGNS, ENTRY FEATURES, WALLS AND FENCES), MAY BE INSTALLED, CONSTRUCTED OR MAINTAINED BY THE OWNER OF THE LOT OR TRACT OR ANYONE ELSE WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS, AND, IF AND TO THE EXTENT REQUIRED BY THE APPLICABLE EASEMENT DOCUMENT, ANY UTILITY SERVICE PROVIDER TO WHOM THE DEVELOPER HEREAFTER GRANTS A UTILITY EASEMENT OVER SUCH PSEURA. THE DEVELOPER AND ITS DESIGNATED SUCCESSORS AND ASSIGNS, IN ITS SOLE AND ABSOLUTE DISCRETION, MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, GRANT SPECIFIC PRIVATE UTILITY EASEMENTS AS RESERVED HEREIN TO ANY ONE OR MORE PERSONS OR ENTITIES AND BY ANY ONE OR MORE SEPARATE WRITTEN INSTRUMENTS THAT MAKE SPECIFIC REFERENCE TO THIS RESERVATION, IT BEING THE INTENT OF THE DEVELOPER THAT THE DEVELOPER MAY GRANT TO MULTIPLE UTILITY PROVIDERS CONCURRENT EASEMENTS FOR VARIOUS UTILITY SERVICES AS DEEMED DESIRABLE BY THE DEVELOPER IN THE EXERCISE OF THE DEVELOPER'S SOLE AND ABSOLUTE DISCRETION.
28. ALTHOUGH IT SHALL NOT BE NECESSARY THAT THE OWNER OF ANY LOT OR TRACT SIGN OR CONSENT TO ANY EASEMENT HEREAFTER GRANTED BY THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS PURSUANT TO THIS RESERVATION IN ORDER FOR SUCH EASEMENT TO TAKE EFFECT AND BIND THE OWNER AND THAT OWNER'S LOT OR TRACT, AND ANY PERSON OR ENTITY THAT CLAIMS ANY INTEREST IN THAT LOT OR TRACT BY OR THROUGH SUCH OWNER, INCLUDING BUT NOT LIMITED TO ANY MORTGAGEE OR OTHER LIENHOLDER, EACH OWNER OF EACH LOT OR TRACT AFFECTED BY A PSEURA SHOWN ON THIS PLAT, BY HEREAFTER ACCEPTING OR RECEIVING A DEED TO SUCH LOT OR TRACT, SHALL BE DEEMED CONCLUSIVELY AND AUTOMATICALLY TO HAVE GRANTED TO THE DEVELOPER AND ITS DESIGNATED SUCCESSORS AND ASSIGNS AN IRREVOCABLE AND TRANSFERABLE POWER OF ATTORNEY, COUPLED WITH AN INTEREST IN THE SUBJECT MATTER, AUTHORIZING THE DEVELOPER OR ITS SUCCESSORS AND ASSIGNS TO SIGN AND RECORD IN THE MARION COUNTY PUBLIC RECORDS ANY DOCUMENT DEEMED BY ANY OF THEM, IN ITS OR THEIR SOLE AND ABSOLUTE DISCRETION, TO BE DESIRABLE FOR THE PURPOSE OF EVIDENCING OR ESTABLISHING SUCH EASEMENT. THE POWER OF ATTORNEY SHALL REMAIN EFFECTIVE FOR A PERIOD OF EIGHTY NINE (89) YEARS AFTER THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND IT SHALL NOT BE AFFECTED BY THE DEATH OR DISABILITY OF ANY PRINCIPAL.
29. FOR THE PURPOSES OF THIS PLAT: (A) "UTILITY" SHALL MEAN AND REFER TO EACH FORM OF UTILITY SERVICE NOW EXISTING OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, EACH SEWER, WATER, REUSE WATER, ELECTRIC AND GAS SERVICE, EACH CABLE SYSTEM OR CABLE SERVICE, MULTICHANNEL VIDEO PROGRAMMING SERVICE (WHETHER FRANCHISED OR UNFRANCHISED), INFORMATION SERVICE OR OTHER TELECOMMUNICATIONS SERVICE, AS SAID TERMS ARE DEFINED IN THE COMMUNICATIONS ACT OF 1934 (47 U.S.C. §151, ET SEQ.), AS AMENDED THROUGH THE DATE HEREOF, EACH MONITORING SERVICE, AND EACH OTHER FORM OF WIRELINE OR WIRELESS COMMUNICATION SYSTEM OR SERVICE; AND (B) "UTILITY SERVICE PROVIDER" SHALL MEAN AND REFER TO EACH OPERATOR OR PROVIDER OF ANY FORM OF UTILITY SERVICE NOW EXISTING OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, EACH OPERATOR OR PROVIDER OF ANY SEWER, WATER, REUSE WATER, ELECTRIC OR GAS SERVICE, EACH OPERATOR OR PROVIDER OF ANY CABLE SYSTEM OR CABLE SERVICE, MULTICHANNEL VIDEO PROGRAMMING SERVICE (WHETHER FRANCHISED OR UNFRANCHISED), INFORMATION SERVICE OR OTHER TELECOMMUNICATIONS SERVICE, AS SAID TERMS ARE DEFINED IN THE COMMUNICATIONS ACT OF 1934 (47 U.S.C. § 151, ET SEQ.), AS AMENDED THROUGH THE DATE HEREOF, EACH OPERATOR OR PROVIDER OF A MONITORING SERVICE, AND EACH OPERATOR OR PROVIDER OF ANY OTHER FORM OF WIRELINE OR WIRELESS COMMUNICATION SYSTEM OR SERVICE.
30. DESPITE ANY PROVISION OF THIS PLAT TO THE CONTRARY, FOR A PERIOD OF EIGHTY NINE (89) YEARS AFTER THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, NO EASEMENT MAY BE GRANTED FOR UTILITY PURPOSES ANYWHERE WITHIN THE LANDS DESCRIBED ON THIS PLAT WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS.
31. NO MONUMENTATION WAS RECOVERED FOR THE UNDERLYING PLATS OF CIRCLE SQUARE WOODS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "P", PAGES 30 THROUGH 103.
32. PORTIONS OF TRACTS "B", "C", "D", "E", "F", "G", "H", "I", "J" AND "K" ARE DESIGNATED AS MARION FRIENDLY LANDSCAPE AREAS AS IDENTIFIED ON THE IMPROVEMENT PLANS AS APPROVED BY MARION COUNTY FOR THE DEVELOPMENT OF THIS SUBDIVISION. 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 IDENTIFIED TO BE MAINTAINED AS MARION-FRIENDLY LANDSCAPING AND WHERE THE USE OF HIGH VOLUME IRRIGATION, NON-DROUGHT TOLERANT PLANTS, AND LAWN CHEMICALS (FERTILIZERS AND PESTICIDES) ON TURFGRASS IS PROHIBITED.

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT · SURVEYING & MAPPING
PLANNING · ENVIRONMENTAL · G.I.S.
426 SW 15TH STREET, OCALA, FL 34471
PHONE (352) 405-1482 www.JCHgc.com
CERTIFICATE OF AUTHORIZATION – L.B. 8071

APPROVAL BY 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

BCC SEAL:

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT ON _____/_____/_____ THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA.

CLERK SEAL:

BY: _____
KATHY BRYANT, CHAIR
BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA

ATTEST: _____
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

CLERK SEAL:

CLERK OF CIRCUIT COURT

I, CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA, DO HEREBY ACCEPT THIS PLAT OF "ON TOP OF THE WORLD MELODY PRESERVE" FOR RECORDING. THIS PLAT FILED FOR RECORD THIS _____ DAY OF _____, _____, AT _____:_____ AM/PM 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:

KNOW ALL PERSONS BY THESE PRESENTS THAT ON TOP OF THE WORLD COMMUNITIES, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY (THE "DEVELOPER"), THE FEE SIMPLE OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS "ON TOP OF THE WORLD MELODY PRESERVE", LOCATED IN MARION COUNTY, FLORIDA, HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON. THE DEVELOPER HEREBY DEDICATES SAID LANDS ON THIS PLAT FOR THE USES AND PURPOSES SET FORTH ON THIS PLAT. ALL PUBLIC AUTHORITIES AND THEIR PERSONNEL PROVIDING SERVICES TO THIS SUBDIVISION ARE GRANTED A NON-EXCLUSIVE EASEMENT FOR ACCESS. THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, SHALL HAVE NO RESPONSIBILITY, DUTY OR LIABILITY WHATSOEVER FOR PRIVATE STREETS LOCATED WITHIN THIS SUBDIVISION. MARION COUNTY IS GRANTED A NON-EXCLUSIVE EASEMENT FOR EMERGENCY MAINTENANCE 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. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON STORMWATER AND DRAINAGE FACILITIES WITHIN THE SUBDIVISION 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. THE RESERVATIONS AND EASEMENTS HEREIN GRANTED, AND THE LIMITATIONS HEREIN MADE, SHALL NOT CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OF MARION COUNTY, FLORIDA, AND NO OBLIGATION IS IMPOSED UPON THE COUNTY OR ANY OTHER PUBLIC BODY FOR IMPROVEMENT OR MAINTENANCE OF THE RIGHTS-OF-WAY, STORMWATER DRA

ON TOP OF THE WORLD MELODY PRESERVE

A REPLAT OF A PORTION OF CIRCLE SQUARE WOODS, PLAT BOOK P, PAGES 30 THROUGH 103, THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA

A PORTION OF SECTIONS 12, TOWNSHIP 16 SOUTH, RANGE 20 EAST AND A PORTION OF SECTIONS 7, TOWNSHIP 16 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___
SHEET 2 OF 4

JCH CONSULTING GROUP, INC.
LAND DEVELOPMENT - SURVEYING & MAPPING
PLANNING - ENVIRONMENTAL - G.I.S.
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1402 www.JCHgc.com
CERTIFICATE OF AUTHORIZATION - L.B. 8071

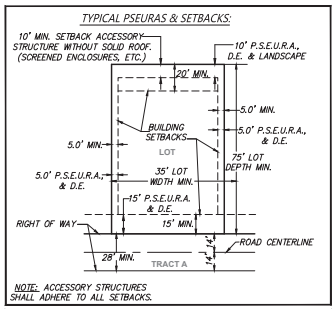
NOTES:
THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR DEDICATION AND ACKNOWLEDGMENTS SEE SHEET 1, FOR BOUNDARY DETAIL SEE SHEET 2, FOR DETAILS, LEGAL DESCRIPTION AND LOT DIMENSIONS SEE SHEETS 3, 4, 5 AND 6.

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 7, TOWNSHIP 16 SOUTH, RANGE 21 EAST AND SECTION 12, TOWNSHIP 16 SOUTH, RANGE 20 EAST, ALSO BEING A PORTION OF CIRCLE SQUARE WOODS, AS RECORDED IN PLAT BOOK 'P', PAGES 30 THROUGH 103 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

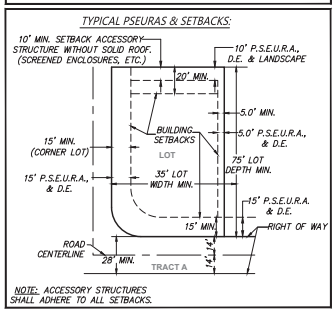
BEGINNING IN THE SOUTHEAST CORNER OF SAID OF SECTION 12; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 12, S.89°44'27"W., 888.10 FEET TO A POINT ON THE ADDITIONAL PROPOSED EASTERLY RIGHT OF WAY BOUNDARY OF S.W. 80TH AVENUE (HAVING A PROPOSED RIGHT OF WAY OF 120 FEET); THENCE ALONG SAID ADDITIONAL PROPOSED EASTERLY BOUNDARY THE FOLLOWS FOUR (4) COURSES: 1) THENCE N.17°29'50"W., 144.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,073.00 FEET, A CENTRAL ANGLE OF 56°51'20", AND A CHORD BEARING AND DISTANCE OF N.16°57'31"E., 1,021.60 FEET; 2)THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,064.76 FEET TO A POINT OF TANGENCY; 3) THENCE N.45°24'28"E., 394.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,173.00 FEET, A CENTRAL ANGLE OF 04°23'30", AND A CHORD BEARING AND DISTANCE OF N.43°13'29"E., 89.89 FEET; 4) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.91 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID ADDITIONAL PROPOSED EASTERLY BOUNDARY, S.89°39'52"E., 284.60 FEET TO A POINT ON THE EAST BOUNDARY OF SAID SECTION 12; THENCE ALONG THE EAST BOUNDARY OF SAID SECTION 12, S.00°27'41"W., 134.03 FEET TO A POINT OF NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 21 EAST; THENCE ALONG SAID ADDITIONAL PROPOSED NORTHERLY BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 21 EAST THE FOLLOWS FOUR (2) COURSES: 1) THENCE S.89°51' 09"E., 300.02 FEET; 2) THENCE S.89°51'47"E., 1156.99 FEET; THENCE ALONG THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 21 EAST S.00°12'15"W., 1322.36 TO A POINT OF SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SECTION 7, TOWNSHIP 16 SOUTH, RANGE 21 EAST;THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 12, N.89°50'22"W., 1,459.24 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 70.06 ACRES, MORE OR LESS.

TYPICAL PSEURAS & SETBACKS:



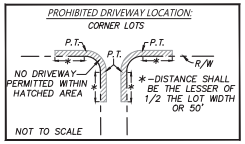
NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS.

TYPICAL PSEURAS & SETBACKS:



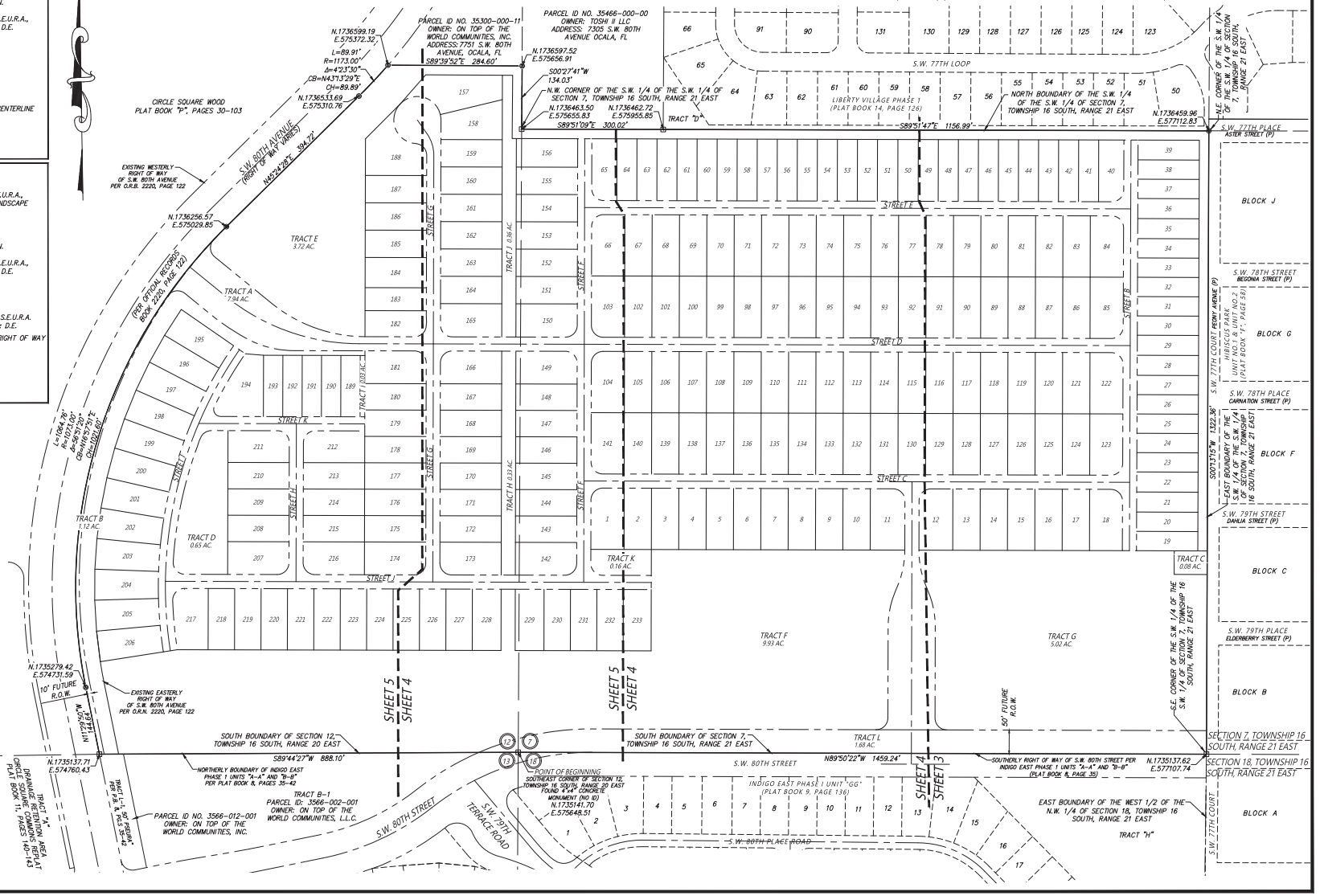
NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS.

PROHIBITED DRIVEWAY LOCATION:
CORNER LOTS



NOT TO SCALE

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.



LEGEND UNLESS OTHERWISE NOTED

⏦	= NOT TO SCALE
R	= RADIUS
L	= ARC LENGTH
Δ	= DELTA (CENTRAL ANGLE)
CH	= CHORD DISTANCE
CB	= CHORD BEARING
NO.	= NUMBER
N.	= NORTHING (STATE PLANE COORDINATES)
E.	= EASTING (STATE PLANE COORDINATES)
℄	= CENTERLINE OF RIGHT OF WAY
O.R.B.	= OFFICIAL RECORDS OF MARION COUNTY
R/W	= RIGHT OF WAY LINE
LB	= LICENSE BUSINESS
LS	= LAND SURVEYOR
PLS	= PROFESSIONAL LAND SURVEYOR
PG.	= PAGE
P.B.	= PLAT BOOK
P.T.	= POINT OF TANGENCY
A.E.	= ACCESS EASEMENT
D.E.	= DRAINAGE EASEMENT
U.E.	= UTILITY EASEMENT
AC.	= ACRES
(NR)	= NOT RADIAL
P.S.E.U.R.A.	= PRIVATE SPECIFIC EASEMENT UTILITY RESERVATION AREA
(8,000)	= SQUARE FOOTAGE OF LOT
■	= PERMANENT REFERENCE MONUMENT SET 4" X 4" CONCRETE MONUMENT (LB 8071)
⊡	= PERMANENT REFERENCE MONUMENT FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
◎	= PERMANENT CONTROL POINT SET NAIL & DISC NO. LB 8071
◉	= PERMANENT CONTROL POINT FOUND NAIL & DISC NO. LB 8071

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, OCALA, FL 34471

ON TOP OF THE WORLD MELODY PRESERVE

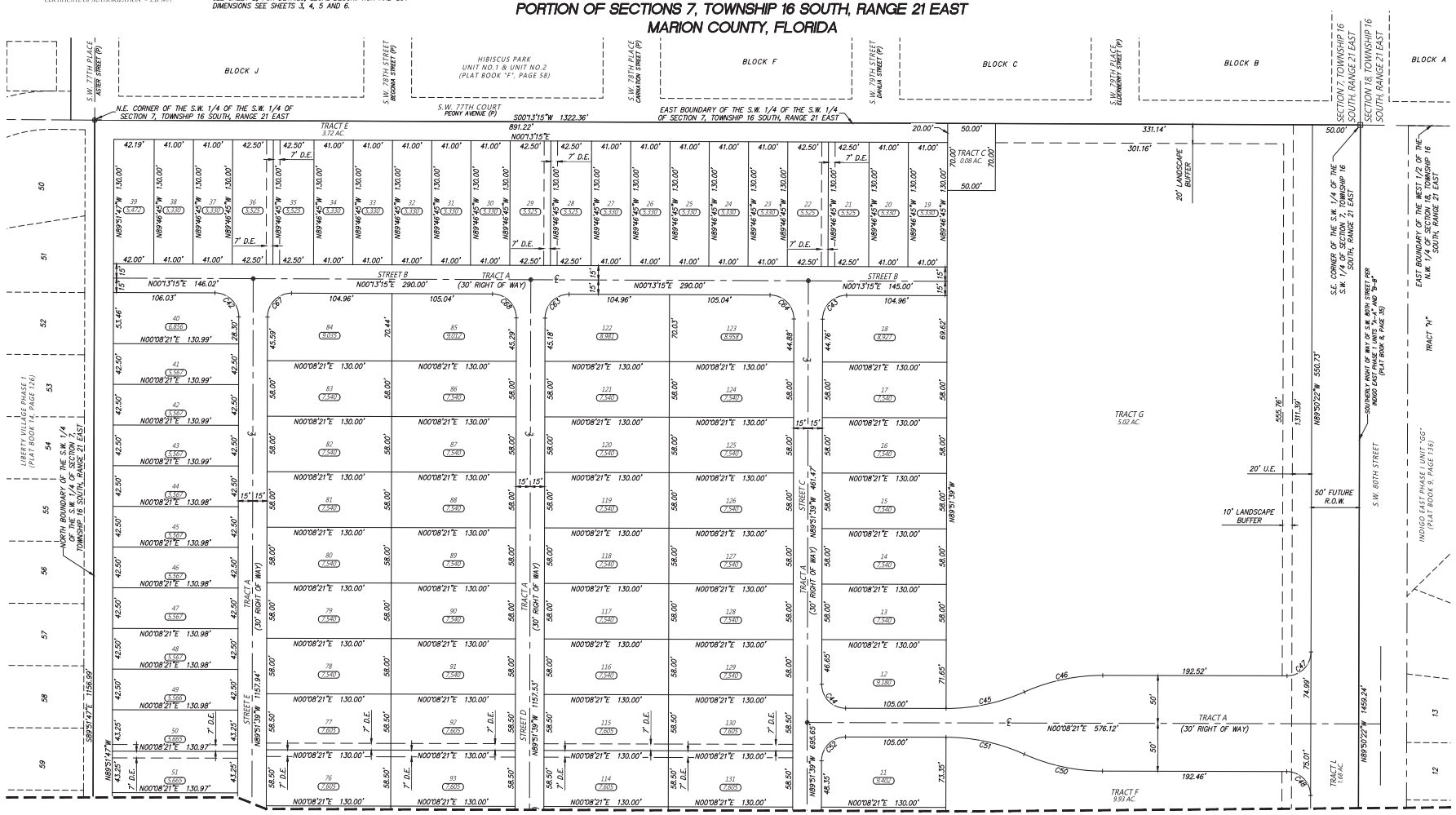
A REPLAT OF A PORTION OF CIRCLE SQUARE WOODS, PLAT BOOK P, PAGES 30 THROUGH 103, THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA

A PORTION OF SECTIONS 12, TOWNSHIP 16 SOUTH, RANGE 20 EAST AND A PORTION OF SECTIONS 7, TOWNSHIP 16 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___
SHEET 3 OF 6

JCH CONSULTING GROUP, INC.
LAND DEVELOPMENT - SURVEYING & MAPPING
PLANNING - ENVIRONMENTAL - GIS
420 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1402 www.JCHgc.com
CERTIFICATE OF AUTHORIZATION - L.B. 8071

NOTES:
THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR DEDICATION AND ACKNOWLEDGMENTS SEE SHEET 1, FOR BOUNDARY DETAIL SEE SHEET 2, FOR DETAILS, LEGAL DESCRIPTION AND LOT DIMENSIONS SEE SHEETS 3, 4, 5 AND 6.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C42	39.23'	25.00'	089°55'06"	35.33'	N45°10'48"E
C43	39.31'	25.00'	090°04'54"	35.38'	N44°49'12"W
C44	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C45	84.29'	200.00'	024°08'49"	83.67'	N11°56'03"W
C46	84.29'	200.00'	024°08'49"	83.67'	N11°56'03"W
C47	39.26'	25.00'	089°58'43"	35.35'	N44°51'00"W
C48	39.28'	25.00'	090°01'17"	35.36'	N45°09'00"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C50	84.29'	200.00'	024°08'49"	83.67'	N12°12'46"E
C51	84.29'	200.00'	024°08'49"	83.67'	N12°12'46"E
C52	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C63	39.31'	25.00'	090°04'54"	35.38'	N44°49'12"W
C64	39.23'	25.00'	089°55'06"	35.33'	N45°10'48"E
C67	39.31'	25.00'	090°04'54"	35.38'	N44°49'12"W
C68	39.23'	25.00'	089°55'06"	35.33'	N45°10'48"E

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

LEGEND UNLESS OTHERWISE NOTED

-/-	= NOT TO SCALE
R	= RADIUS
L	= ARC LENGTH
Δ	= DELTA (CENTRAL ANGLE)
CH	= CHORD DISTANCE
CB	= CHORD BEARING
NO.	= NUMBER
N.	= NORTHING (STATE PLANE COORDINATES)
E.	= EASTING (STATE PLANE COORDINATES)
℄	= CENTERLINE OF RIGHT OF WAY
O.R.	= OFFICIAL RECORDS OF MARION COUNTY
R/W	= RIGHT OF WAY LINE
LB	= LICENSE BUSINESS
LS	= LAND SURVEYOR
PLS	= PROFESSIONAL LAND SURVEYOR
PG.	= PAGE
P.B.	= PLAT BOOK
P.T.	= POINT OF TANGENCY
R	= RADIUS
A.E.	= ACCESS EASEMENT
D.E.	= DRAINAGE EASEMENT
U.E.	= UTILITY EASEMENT
AC.	= ACRES
(NR)	= NOT RADIAL
P.S.E.U.R.A.	= PRIVATE SPECIFIC EASEMENT UTILITY RESERVATION AREA
(8,000)	= SQUARE FOOTAGE OF LOT
■	= PERMANENT REFERENCE MONUMENT SET 4" X 4" CONCRETE MONUMENT (LB 8071)
⊡	= PERMANENT REFERENCE MONUMENT FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
⊛	= PERMANENT CONTROL POINT SET NAIL & DISC NO. LB 8071
✱	= PERMANENT CONTROL POINT FOUND NAIL & DISC NO. LB 8071

PREPARED BY: JCH CONSULTING GROUP, INC. 420 SW 15TH STREET, OCALA, FL 34471

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT - SURVEYING & MAPPING
PLANNING - ENVIRONMENTAL - G.I.S.
420 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1402 www.JCHcg.com
CERTIFICATE OF AUTHORIZATION - L.B. 8071

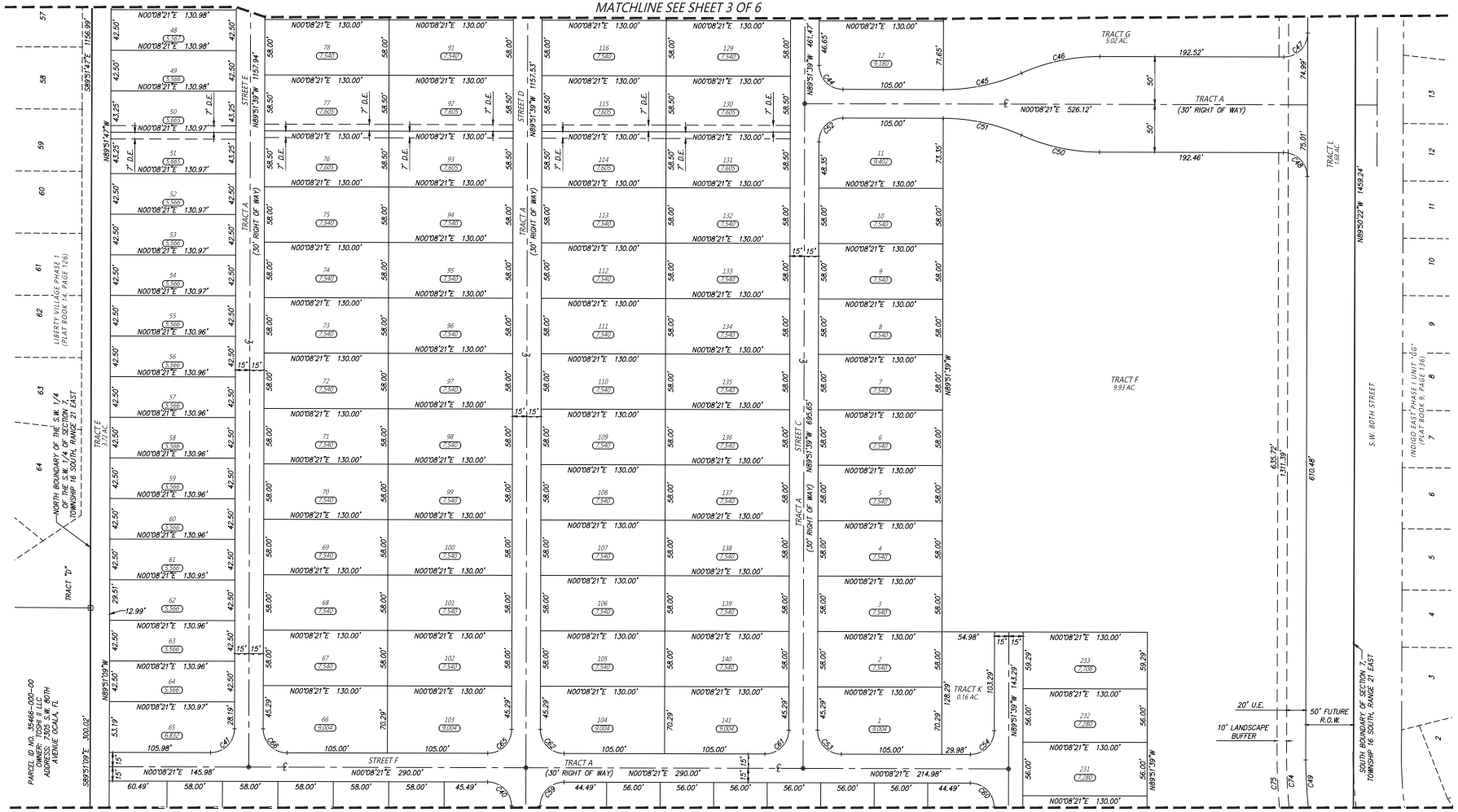
ON TOP OF THE WORLD MELODY PRESERVE

A REPLAT OF A PORTION OF CIRCLE SQUARE WOODS, PLAT BOOK P, PAGES 30 THROUGH 103, THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA

A PORTION OF SECTIONS 12, TOWNSHIP 16 SOUTH, RANGE 20 EAST AND A PORTION OF SECTIONS 7, TOWNSHIP 16 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___
SHEET 4 OF 6

NOTES:
THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR DEDICATION AND ACKNOWLEDGMENTS SEE SHEET 1, FOR BOUNDARY DETAIL SEE SHEET 2, FOR DETAILS, LEGAL DESCRIPTION AND LOT DIMENSIONS SEE SHEETS 3, 4, 5 AND 6.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C40	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C41	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C44	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C45	84.29'	200.00'	024°08'49"	83.67'	N11°56'03"W
C46	84.29'	200.00'	024°08'49"	83.67'	N11°56'03"W
C47	39.26'	25.00'	089°58'43"	35.35'	N44°51'00"W
C48	39.28'	25.00'	090°01'17"	35.36'	N45°09'00"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C49	238.84'	600.00'	022°48'26"	237.26'	N77°50'36"E
C50	84.29'	200.00'	024°08'49"	83.67'	N12°12'46"E
C51	84.29'	200.00'	024°08'49"	83.67'	N12°12'46"E
C52	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C53	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C54	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C59	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C60	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C61	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C62	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C65	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C66	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C74	289.96'	620.00'	026°47'45"	287.32'	N75°51'50"E
C75	313.56'	630.00'	028°31'02"	310.34'	N75°00'37"E

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

LEGEND UNLESS OTHERWISE NOTED

~	= NOT TO SCALE	LB	= LICENSE BUSINESS
R	= RADIUS	LS	= LAND SURVEYOR
L	= ARC LENGTH	PLS	= PROFESSIONAL LAND SURVEYOR
Δ	= DELTA (CENTRAL ANGLE)	PG.	= PAGE
CH	= CHORD DISTANCE	P.B.	= PLAT BOOK
CB	= CHORD BEARING	P.T.	= POINT OF TANGENCY
NO.	= NUMBER	A.E.	= ACCESS EASEMENT
N.	= NORTHING (STATE PLANE COORDINATES)	D.E.	= DRAINAGE EASEMENT
E.	= EASTING (STATE PLANE COORDINATES)	U.E.	= UTILITY EASEMENT
℄	= CENTERLINE OF RIGHT OF WAY	AC.	= ACRES
O.R.B.	= OFFICIAL RECORDS OF MARION COUNTY	(NR)	= NOT RADIAL
R/W	= RIGHT OF WAY LINE		

P.S.E.U.R.A. = PRIVATE SPECIFIC EASEMENT UTILITY RESERVATION AREA
(8,000) = SQUARE FOOTAGE OF LOT
■ = PERMANENT REFERENCE MONUMENT SET 4" X 4" CONCRETE MONUMENT (LB 8071)
⊡ = PERMANENT REFERENCE MONUMENT FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
⊛ = PERMANENT CONTROL POINT SET NAIL & DISC NO. LB 8071
◉ = PERMANENT CONTROL POINT FOUND NAIL & DISC NO. LB 8071

PREPARED BY: JCH CONSULTING GROUP, INC. 420 SW 15TH STREET, OCALA, FL 34471

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT - SURVEYING & MAPPING
PLANNING - ENVIRONMENTAL - G.I.S.
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1402 www.JCHcg.com
CERTIFICATE OF AUTHORIZATION - L.B. 8071

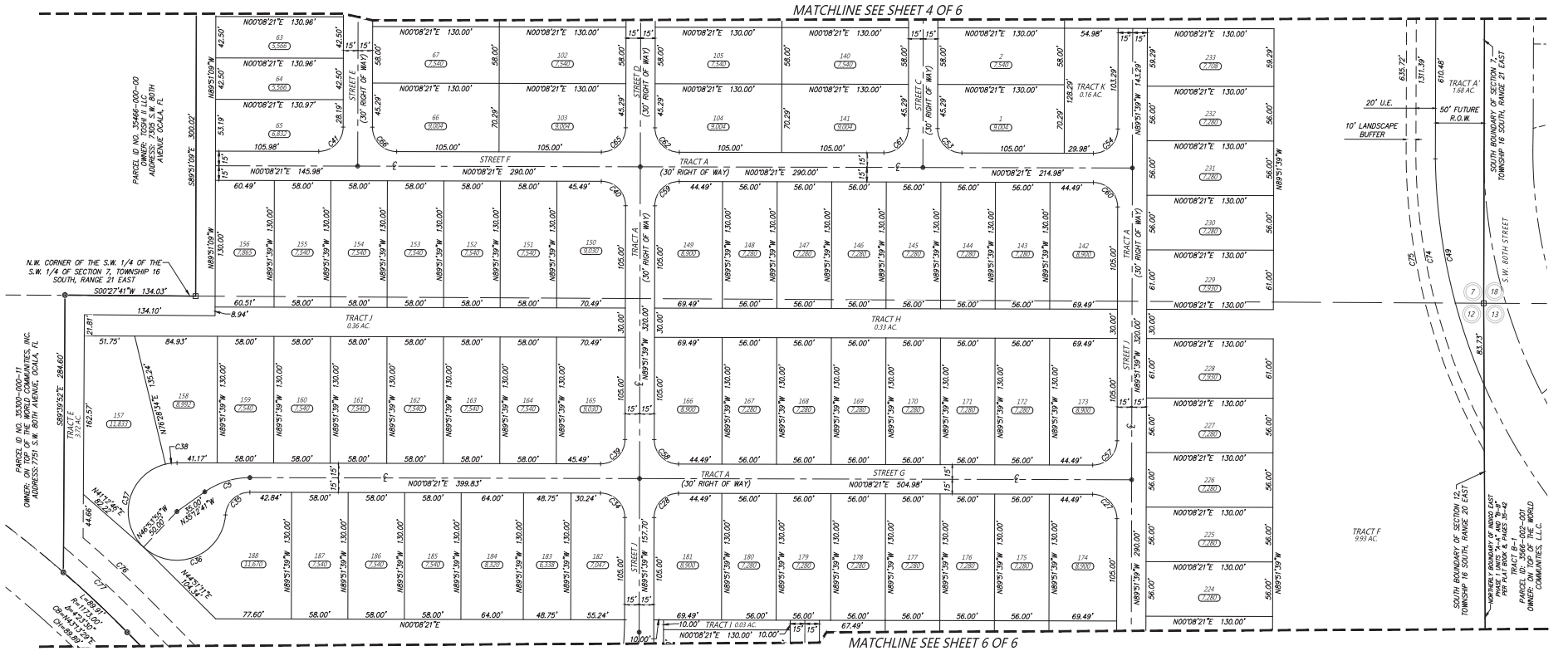
ON TOP OF THE WORLD MELODY PRESERVE

A REPLAT OF A PORTION OF CIRCLE SQUARE WOODS, PLAT BOOK P, PAGES 30 THROUGH 103, THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA

A PORTION OF SECTIONS 12, TOWNSHIP 16 SOUTH, RANGE 20 EAST AND A PORTION OF SECTIONS 7, TOWNSHIP 16 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___
SHEET 5 OF 6

NOTES:
THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR DEDICATION AND ACKNOWLEDGMENTS SEE SHEET 1, FOR BOUNDARY DETAIL SEE SHEET 2, FOR DETAILS, LEGAL DESCRIPTION AND LOT DIMENSIONS SEE SHEETS 3, 4, 5 AND 6.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C5	49.36'	80.00'	035°21'02"	48.58'	N17°32'10"W
C27	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C28	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C34	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C35	37.60'	25.00'	086°10'39"	34.16'	N42°56'58"W
C36	112.70'	50.00'	129°08'23"	90.31'	N21°28'06"W
C37	107.66'	50.00'	123°22'29"	88.04'	N75°12'40"W
C38	11.93'	50.00'	013°39'54"	11.90'	N06°41'29"W
C39	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C40	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C41	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C49	238.84'	600.00'	022°48'26"	237.26'	N77°50'36"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C53	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C54	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C57	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C58	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C59	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C60	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C61	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C62	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C65	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C66	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C74	289.96'	620.00'	026°47'45"	287.32'	N75°51'50"E
C75	313.56'	630.00'	028°31'02"	310.34'	N75°00'37"E

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

LEGEND UNLESS OTHERWISE NOTED
-/- = NOT TO SCALE
R = RADIUS
L = ARC LENGTH
Δ = DELTA (CENTRAL ANGLE)
CH = CHORD DISTANCE
CB = CHORD BEARING
NO. = NUMBER
N. = NORTHING (STATE PLANE COORDINATES)
E. = EASTING (STATE PLANE COORDINATES)
℄ = CENTERLINE OF RIGHT OF WAY
O.R. = OFFICIAL RECORDS OF MARION COUNTY
R/W = RIGHT OF WAY LINE
LB = LICENSE BUSINESS
LS = LAND SURVEYOR
PLS = PROFESSIONAL LAND SURVEYOR
PG. = PAGE
P.B. = PLAT BOOK
P.T. = POINT OF TANGENCY
A.E. = ACCESS EASEMENT
D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
AC. = ACRES
(NR) = NOT RADIAL
P.S.E.U.R.A. = PRIVATE SPECIFIC EASEMENT UTILITY RESERVATION AREA
(8,000) = SQUARE FOOTAGE OF LOT
■ = PERMANENT REFERENCE MONUMENT SET 4" X 4" CONCRETE MONUMENT (LB 8071)
⊡ = PERMANENT REFERENCE MONUMENT FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
◎ = PERMANENT CONTROL POINT SET NAIL & DISC NO. LB 8071
✱ = PERMANENT CONTROL POINT FOUND NAIL & DISC NO. LB 8071

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, OCALA, FL 34471

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT - SURVEYING & MAPPING
PLANNING - ENVIRONMENTAL - G.I.S.
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1402 www.JCHgc.com
CERTIFICATE OF AUTHORIZATION - L.B. 8071

ON TOP OF THE WORLD MELODY PRESERVE

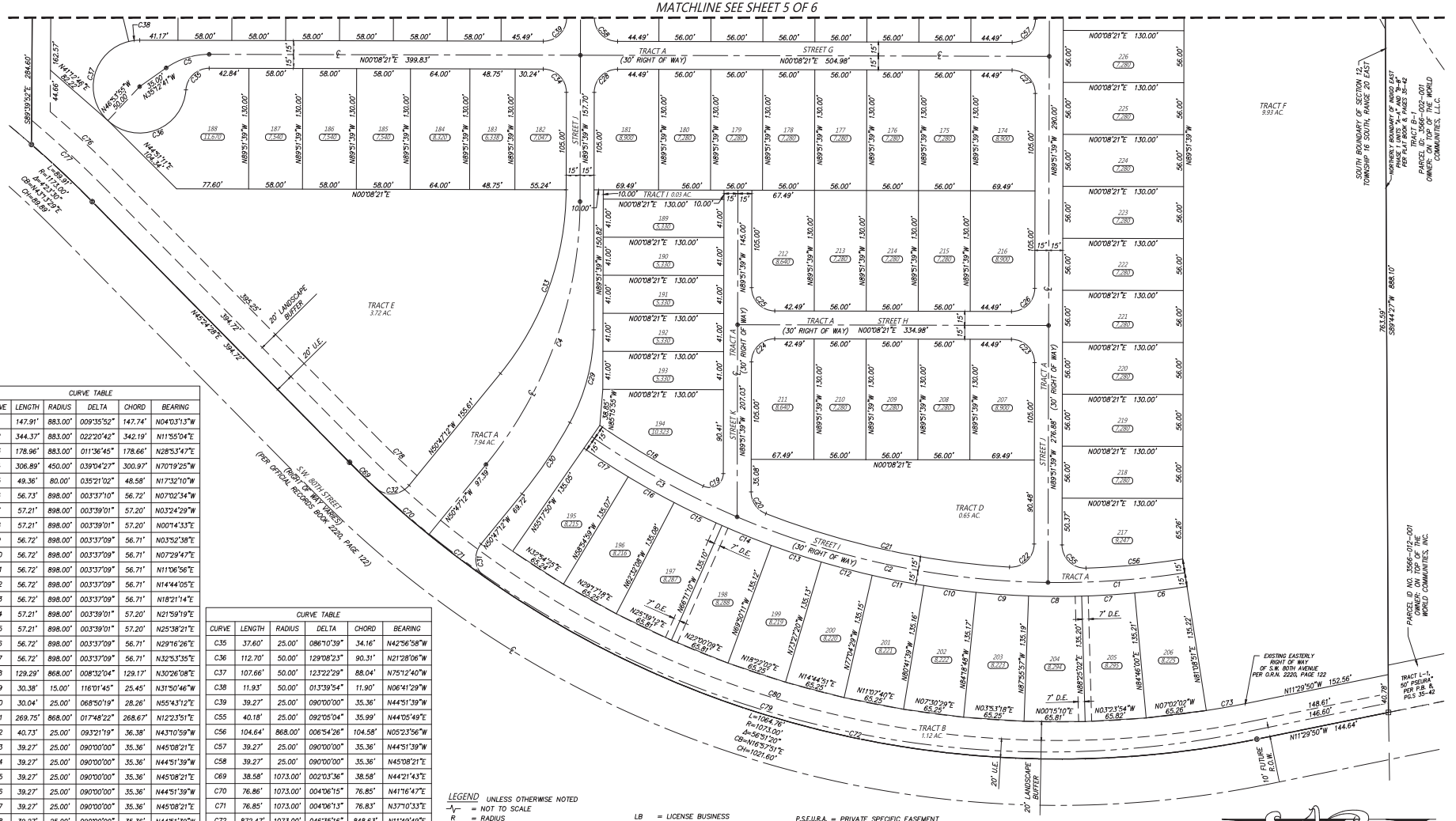
A REPLAT OF A PORTION OF CIRCLE SQUARE WOODS, PLAT BOOK P, PAGES 30 THROUGH 103, THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA

A PORTION OF SECTIONS 12, TOWNSHIP 16 SOUTH, RANGE 20 EAST AND A PORTION OF SECTIONS 7, TOWNSHIP 16 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___
SHEET 6 OF 6

NOTES:
THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR DEDICATION AND ACKNOWLEDGMENTS SEE SHEET 1, FOR BOUNDARY DETAIL SEE SHEET 2, FOR DETAILS, LEGAL DESCRIPTION AND LOT DIMENSIONS SEE SHEETS 3, 4, 5 AND 6.

MATCHLINE SEE SHEET 5 OF 6



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	147.91'	883.00'	009°35'52"	147.74'	N04°03'13"W
C2	344.37'	883.00'	022°20'42"	342.19'	N11°55'04"E
C3	178.96'	883.00'	011°36'45"	178.66'	N28°53'47"E
C4	306.89'	450.00'	039°04'27"	300.97'	N70°19'25"W
C5	49.36'	80.00'	035°21'02"	48.58'	N17°32'10"W
C6	56.73'	898.00'	003°37'10"	56.72'	N07°02'34"W
C7	57.21'	898.00'	003°39'01"	57.20'	N03°24'29"W
C8	57.21'	898.00'	003°39'01"	57.20'	N00°14'33"E
C9	56.72'	898.00'	003°37'09"	56.71'	N03°52'38"E
C10	56.72'	898.00'	003°37'09"	56.71'	N07°29'47"E
C11	56.72'	898.00'	003°37'09"	56.71'	N11°06'56"E
C12	56.72'	898.00'	003°37'09"	56.71'	N14°44'05"E
C13	56.72'	898.00'	003°37'09"	56.71'	N18°21'14"E
C14	57.21'	898.00'	003°39'01"	57.20'	N21°59'19"E
C15	57.21'	898.00'	003°39'01"	57.20'	N25°38'21"E
C16	56.72'	898.00'	003°37'09"	56.71'	N29°16'26"E
C17	56.72'	898.00'	003°37'09"	56.71'	N32°53'35"E
C18	129.29'	868.00'	008°32'04"	129.17'	N30°26'08"E
C19	30.38'	15.00'	116°01'45"	25.45'	N31°50'46"W
C20	30.04'	25.00'	068°50'19"	28.26'	N55°43'12"E
C21	269.75'	868.00'	017°48'22"	268.67'	N12°23'51"E
C22	40.73'	25.00'	093°21'19"	36.38'	N43°10'59"W
C23	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C24	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C25	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C26	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C27	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C28	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C29	104.24'	210.00'	028°26'27"	103.17'	N75°38'25"W
C30	92.79'	500.00'	010°38'00"	92.66'	N56°06'12"W
C31	41.05'	25.00'	094°05'21"	36.59'	N82°10'07"E
C32	41.07'	25.00'	094°07'07"	36.60'	N03°43'39"W
C33	214.36'	314.32'	039°04'27"	210.23'	N70°19'25"W
C34	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C35	37.60'	25.00'	086°10'39"	34.16'	N42°56'58"W
C36	112.70'	50.00'	129°08'23"	90.31'	N21°28'06"W
C37	107.66'	50.00'	123°22'29"	88.04'	N75°12'40"W
C38	11.93'	50.00'	013°39'54"	11.90'	N06°41'29"W
C39	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C55	40.18'	25.00'	092°05'04"	35.99'	N44°05'49"E
C56	104.64'	868.00'	006°54'26"	104.58'	N05°23'56"W
C57	39.27'	25.00'	090°00'00"	35.36'	N44°51'39"W
C58	39.27'	25.00'	090°00'00"	35.36'	N45°08'21"E
C69	38.58'	1073.00'	002°03'36"	38.58'	N44°21'43"E
C70	76.86'	1073.00'	004°06'15"	76.85'	N41°16'47"E
C71	76.85'	1073.00'	004°06'13"	76.83'	N37°10'33"E
C72	872.47'	1073.00'	046°35'16"	848.63'	N11°49'49"E
C73	47.24'	1032.99'	002°37'12"	47.23'	N10°09'15"W
C76	100.44'	1213.00'	004°44'39"	100.41'	N43°01'24"E
C77	108.53'	1192.94'	005°12'45"	108.49'	N42°48'51"E
C78	61.10'	1032.99'	003°23'19"	61.09'	N43°41'50"E
C79	1066.72'	1063.00'	057°29'46"	1022.52'	N16°38'31"E
C80	1044.90'	1052.99'	056°51'20"	1002.55'	N16°57'52"E

LEGEND UNLESS OTHERWISE NOTED

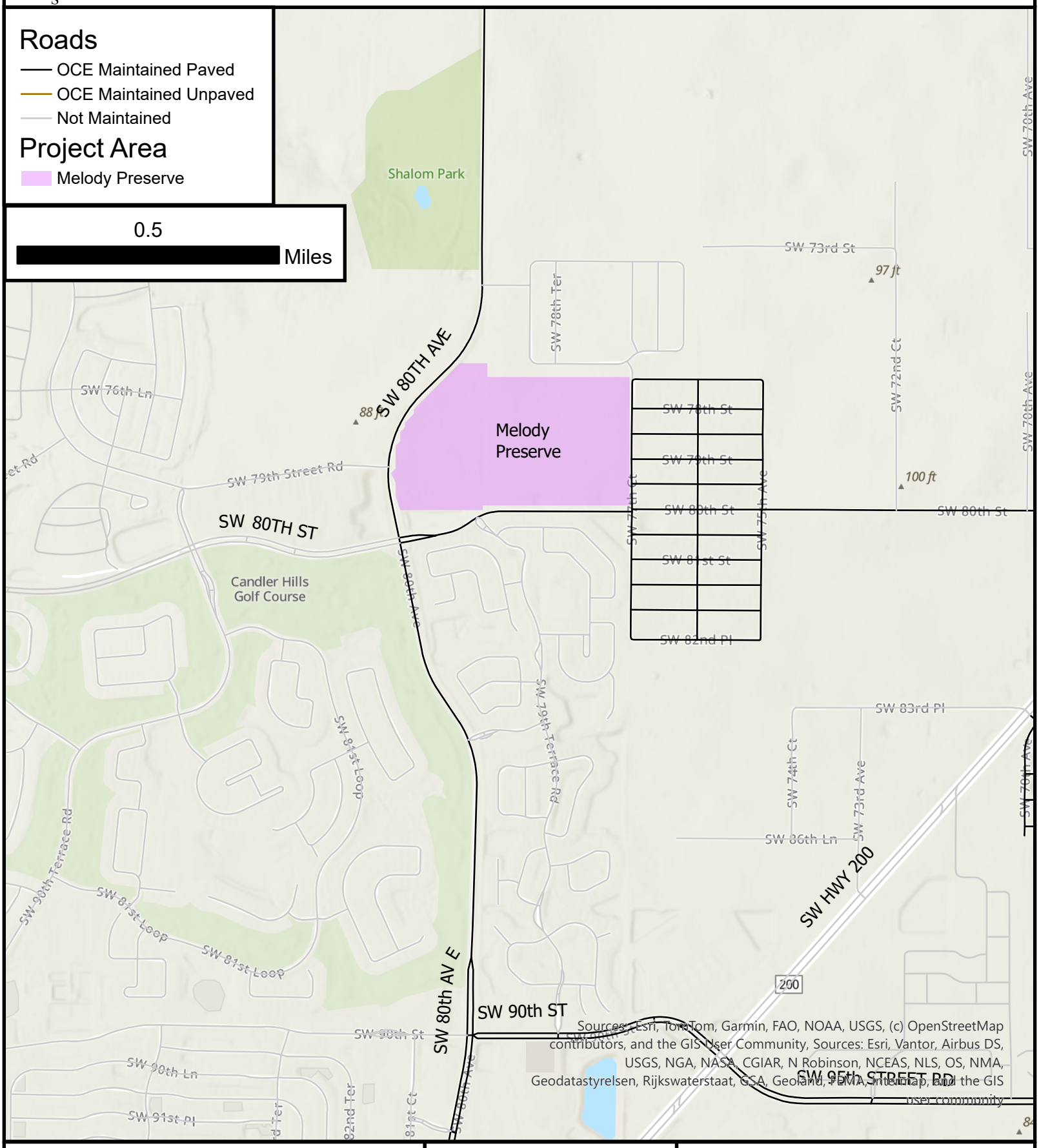
-\/-	= NOT TO SCALE	LB	= LICENSE BUSINESS
R	= RADIUS	LS	= LAND SURVEYOR
L	= ARC LENGTH	PLS	= PROFESSIONAL LAND SURVEYOR
Δ	= DELTA (CENTRAL ANGLE)	PG.	= PAGE
CH	= CHORD DISTANCE	P.B.	= PLAT BOOK
CB	= CHORD BEARING	P.T.	= POINT OF TANGENCY
NO.	= NUMBER	A.E.	= ACCESS EASEMENT
N.	= NORTHING (STATE PLANE COORDINATES)	D.E.	= DRAINAGE EASEMENT
E.	= EASTING (STATE PLANE COORDINATES)	U.E.	= UTILITY EASEMENT
℄	= CENTERLINE OF RIGHT OF WAY	AC.	= ACRES
O.R.B.	= OFFICIAL RECORDS OF MARION COUNTY	(NR)	= NOT RADIAL
R/W	= RIGHT OF WAY LINE		

P.S.E.U.R.A.	= PRIVATE SPECIFIC EASEMENT UTILITY RESERVATION AREA
8,000	= SQUARE FOOTAGE OF LOT
■	= PERMANENT REFERENCE MONUMENT SET 4" X 4" CONCRETE MONUMENT (LB 8071)
⊡	= PERMANENT REFERENCE MONUMENT FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
⊚	= PERMANENT CONTROL POINT SET NAIL & DISC NO. LB 8071
✹	= PERMANENT CONTROL POINT FOUND NAIL & DISC NO. LB 8071

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, OCALA, FL 34471

On Top of the World-Melody Preserve
PIDs 35300-000-15 & 35474-000-00



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 5/26/2026
1:15,000

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23099 **Agenda Date:** 6/2/2026 **Agenda No.:** 7.5.2.

SUBJECT:
Request Approval of Purchase Agreement Associated with the NE 35th Street Phase 4 Road Improvement Project for Parcel 15895-000-00 (Budget Impact- Neutral; expenditure of $47,000)

INITIATOR:
Steven Cohoon, P.E., County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to approve a Purchase Agreement in the amount of $47,000 plus closing costs for parcel 1304-051-013 associated with the NE 35th Street Phase 4 Road Improvement Project (from NE 36th Avenue to NE 55th Avenue). This is a vacant parcel consisting of approximately .48 acres.

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 $47,000, plus closing costs (FUND STC073835-CIPTRANSP-EXPANSROW-738-VJ738541-561301).

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the Purchase Agreement.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Woods (Last) Elizabeth (First) (Dept) Office of the County Engineer - 4121

(Title) Property Manager (Phone) 352-671-8667

Signature s/Elizabeth Woods Date 05/11/2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Please review and approve the attached purchase agreement.

Please note attorney Randy Klein has requested edits to our agreement. I am providing the email, my redline, and my clean draft.

Thank you!

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☑ No Agenda Date: _____

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-397

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☐ Approved as to form and legal sufficiency
☑ Approved with revisions: ☐ Suggested ☑ Completed
☐ Other:

RECEIVED
By Marion County Attorney-WN at May 11, 2026

Attorney Signature: _____ Date ~~5/12/26~~ 5/13/26

Staff Signature: Wendy Valborczyk (Completed) Date: ~~5/12/26~~ 5/13/26 Returned: ☐ Department ☐ Admin ☐ _____

Rev2 03/19/2025

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: NE 35th Street Phase 4
Project Parcel # STC073835 (115895-000-00)
Parcel ID#: 15895-000-00

PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: TODD STOCKTON SCUDDER, having a mailing address of 602 SE OSCEOLA AVE, OCALA FL 34471-2144, 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 #: 15895-000-00 and described on attached Exhibit "A" in association with the NE 35th Street Phase 4 Road Improvement project (from NE 36th Avenue to E Silver Springs Blvd in Ocala).

(X) Fee Simple
( ) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(b) Personal property, Fixtures and Appliances identified as follows:

1) **Personal property**: Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are:
N/A
The following Personal Property items are excluded from the purchase:
N/A

2) **Fixtures and Built-In Appliances**: With the exception of the exclusion items listed below, the SELLER and BUYER agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.
The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:
N/A

II. PURCHASE PRICE

(a) Itemized purchase price:

Land and Improvements	$ 47,000.00
Sub-Total	$ 47,000.00

(b) Amount to be paid by BUYER to SELLER at closing (not including Buyer's closing costs, fees, prepaids and prorations, which will be noted on the Settlement Statement prior to Closing).
$ 47,000.00

III. CONDITIONS AND LIMITATIONS

(a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court which shall occur no later than thirty (30) days after the SELLER'S signature ("Buyer's Inspection Period"). This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners within those thirty (30) days. SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.

(b) Buyer shall, during Buyer's Inspection Period determine whether the property and Seller's title thereto is acceptable in its sole and absolute discretion. If during the Buyer's Inspection Period the BCC does not approve the contract or if there are title defects unacceptable to the County, the County may terminate the contract unless the Seller agrees in writing to cure the title defects within thirty (30) days in which case the County may approve the contract subject to Seller curing the title defects. If the Seller is unable to cure the title defects within that period of time or elects not to cure any title defects, the County may either waive the title defects and close or terminate this contract

(c) 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.

(d) SELLER has the legal capacity to convey marketable title to the Property by Warranty Deed, free of monetary liens, but subject to easements, and non-monetary encumbrances of record. The SELLER is responsible for fees associated with curing title defects if Seller elects to do so. SELLER shall be liable for any existing monetary encumbrances or any monetary encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.

(e) Other: N/A

IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 60 days of the date of Board of County Commissioners' acceptance but not later than 90 days from the date the Seller executes and delivers this contract to the Buyer; provided however if Seller elects to cure title defects this transaction shall be closed and the instrument of conveyance delivered no later than 120 days from the date Seller executes and delivers this contract to the Buyer. Any extension for any reason must be mutually agreed upon in writing by both BUYER and SELLER.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.
There ( ) is (X) is not an addendum to this agreement.

VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

[This portion of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, THE PARTIES has caused these presents to be executed in their respective name(s).

WITNESSES:

(Signature)

(Print or type Name)

(Signature)

(Print or type name)

SELLER:

(Signature)

(Print or type name)

(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

For: COUNTY ATTORNEY

BUYER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: CARL ZALAK III, CHAIRMAN

(Date)

EXHBIT "A"

The West 132 feet of the South 1/2 of the SW 1/4 of the SE 1/4 of the SE 1/4 in Section 36, Township 14 South, Range 22 East, Marion County, Florida.

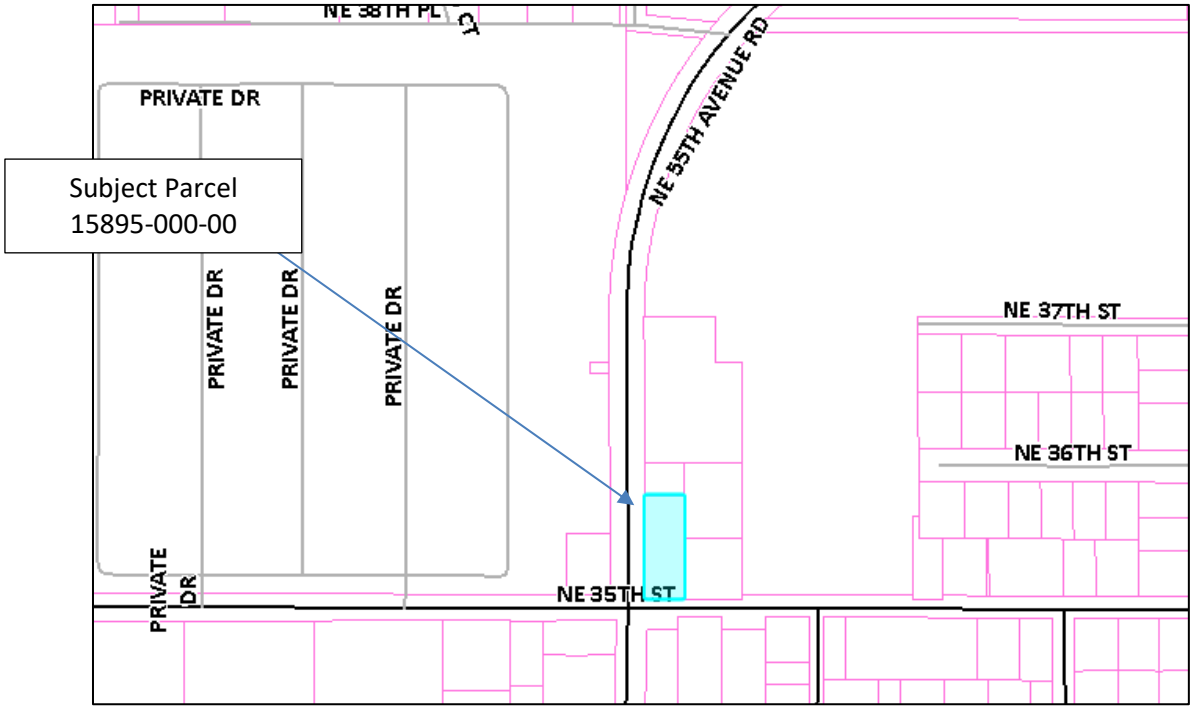
LESS AND EXCEPT the North 75 feet, thereof;

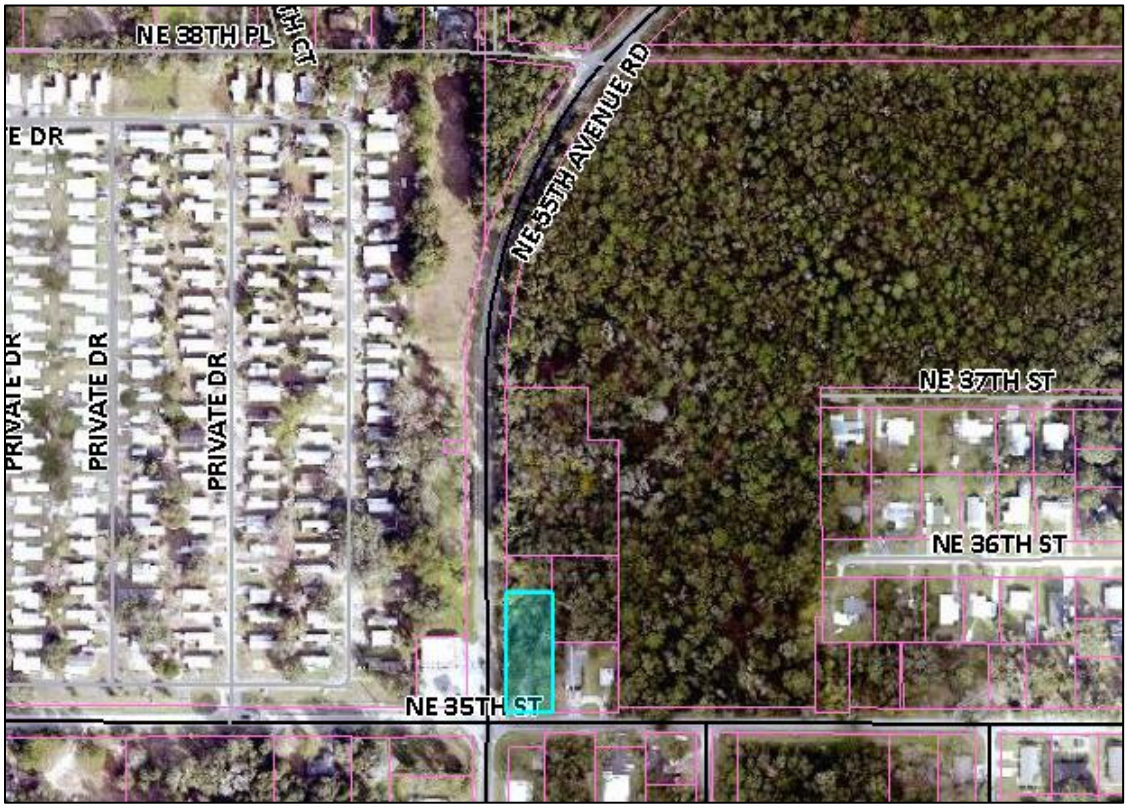
ALSO LESS AND EXCEPT the West 40 feet, thereof;

ALSO LESS AND EXCEPT the South 20 feet, thereof.

Location Map

PID# 15895-000-00
.48 +/- Acres
Sec 36 Twp 14 Rge 22





Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23133 **Agenda Date:** 6/2/2026 **Agenda No.:** 8.1.

SUBJECT:
Request Board Authorization for County Attorney and County Engineer to Proceed with the Acquisition of Certain Property Interests from Forestar (USA) Real Estate Group, Inc., Ocala Preserve Community Development District, and Ocala Preserve Association, Inc., or Their Successors in Interest, for the NW 49th Street Phase 3 Road Construction Project, Within the Purchase Price and Other Parameters Described Herein

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
Marion County is currently acquiring parcels for the construction of the NW 49th Street Phase 3 Road Construction Project. Acquisition of certain real property interests from Forestar (USA) Real Estate Group, Inc., Ocala Preserve Community Development District, and Ocala Preserve Association, Inc., is necessary to complete the project as designed. The approved roadway alignment traverses property owned by these entities, necessitating the acquisition of Project Parcels 2, 3, 4, 10, 19, 20, 21, 59, and 59A. The property interests being acquired include Fee Simple, Fee Simple Right-of-Way, Permanent Slope Easements, and Temporary Construction Easements.

Following extensive negotiations and the filing of a Petition in Eminent Domain, the parties have reached an agreement on the essential terms of a negotiated settlement, which is being presented for the Court's approval through a Stipulated Order of Taking and Final Judgment ("Stipulated OT"). The proposed Stipulated OT resolves issues related to certain acquisitions that were originally contemplated as temporary construction easements but were converted to perpetual slope easements due to project needs. The proposed Stipulated OT also provides for the acquisition of additional parcels that were not originally included in the Petition in Eminent Domain but are necessary to complete the project as designed.

This settlement is advantageous to the County because it fully resolves all claims arising from the acquisitions, including compensation for land value, improvements, site modifications, severance damages, attorneys' fees, expert fees, and costs, thereby avoiding the expense, delay, and uncertainty associated with continued eminent domain litigation and valuation disputes. The agreement also provides for coordinated construction of a six-foot Permacast precast wall system along the NW 49th Street frontage, to be constructed by Forestar (USA) Real Estate Group in conjunction with the County's roadway project, which will assist in addressing frontage treatment and compatibility concerns associated with the roadway expansion.

Staff respectfully requests Board approval of the proposed Stipulated OT, based on the agreed-upon essential terms, and authorization for the County Attorney and County Engineer to finalize and

execute the Joint Motion for Entry of the Stipulated OT and any related ancillary documents consistent with those terms that are necessary to complete the acquisitions. Approval of these settlement terms will facilitate the timely completion of the roadway project.

Compensation and Expenses: The most important part of the settlement provides for payment of the constitutional measure of "full compensation" to the property owners for all interests taken, including any claims for severance damages or consequential damages. In addition to that, the County will be required to pay the owner's statutory attorney fees and costs. At the time of publication of this Agenda, the total amounts have not been finalized. Payment of these amounts is subject to the Court's execution of a proposed Stipulated Order of Taking and Final Judgment.

BUDGET/IMPACT:
At the time of Publication, the total expenditure payable from account #STC073811- CIP TRANSP-NEWINF ROW-VJ738541-561301 has not been finalized.

RECOMMENDED ACTION:
Motion to approve the proposed Stipulated Order of Taking and Final Judgment to be finalized by the County Attorney and the County Engineer, incorporating the terms described above.

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA

MARION COUNTY, a political Subdivision of the State of Florida,

Petitioner,

vs.

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, SH AA Development, LLC, a Delaware limited liability company, OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, OCALA PRESERVE ASSOCIATION, INC., a Florida not-for-profit corporation, and GEORGE ALBRIGHT, as MARION COUNTY TAX COLLECTOR.

Defendants.

_____/

CASE NO: 2026-CA-0397
PARCEL NOS: 2, 3, 4, 10, 19, 20, 21. 59, 59A

STIPULATED ORDER OF TAKING AND FINAL JUDGMENT AS TO PROJECT PARCELS 2, 3, 4, 10, 19, 20, 21, 59, AND 59A (with Disbursement Instructions to the Clerk)

THIS CAUSE came on for consideration by the Court upon a stipulated agreement for an Order of Taking and Final Judgment between the Petitioner, MARION COUNTY, FLORIDA, and Defendants, FORESTAR (USA) REAL ESTATE GROUP INC., OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, OCALA PRESERVE ASSOCIATION, INC., and GEORGE ALBRIGHT, as MARION COUNTY TAX COLLECTOR (the "Parties"); it appearing to the Court that the Parties were authorized to enter into such agreement; the court finding that the takings are necessary for a public purpose, and it appearing that proper notice was first given to Defendants, and to all persons having or claiming any equity, lien, title or other interest in or to the property subject to this suit, ("Subject Property,") as more fully described in the attached

Exhibit "A"; and the Court finding that the compensation to be paid by the Petitioner is full, just, and reasonable for all Parties concerned; the Court being fully advised in the premises; and the Court finding that all parties have consented to the terms of this **Stipulated Order of Taking and Final Judgment as to Project Parcels 2, 3, 4, 10, 19, 20, 21, 59, and 59A**, it is therefore,

ORDERED AND ADJUDGED:

1. That the Court has jurisdiction of this action, of the Subject Property and of the parties in this cause pursuant to Chapters 73 and 74 of the Florida Statutes.

2. That FORESTAR (USA) REAL ESTATE GROUP INC., OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, OCALA PRESERVE ASSOCIATION, INC., are the fee simple owners of the Subject Property as identified in Schedule A and that the pleadings in this cause are sufficient as to the Subject Property and that Petitioner is properly exercising its delegated authority, and that the condemnation of the Subject Property is for a valid public purpose and necessary for that purpose. Legal descriptions of the Subject Property are attached hereto as **Exhibit "A."**

3. That the Subject Property, as described in Exhibit "A", includes, by stipulation of the parties, conversion of the temporary construction easements in Parcels 19 and 20 to permanent slope easements, along with two (2) parcels that were not included in the Petition in Eminent Domain, identified as "Parcel 2" and "Parcel 21".

4. Pursuant to a Joint Motion for Entry of Stipulated Order of Taking and Final Judgment entered into by the Parties, Defendants, shall have and recover from Petitioner the sum of TOTAL COMPENSATION Dollars and 00/100 Cents ($$$$$$$) in full payment of any and all claims of any nature arising as a result of Petitioner's taking of the subject property, including, without limitation, compensation for land value, improvements, severance damages if any,

attorney fees and costs, fees for non-monetary compensation (if any), and expert fees and costs itemized as follows, and further itemized on the attached "SCHEDULE A":

(a) AMOUNT FOR FORESTAR Dollars and 00/100 Cents ($0.00) less pro-rated real property taxes to Defendant FORESTAR (USA) REAL ESTATE GROUP INC., for land value, damages, moving/ relocation expenses, and all other claims, excluding improvements, site modifications, attorney's fees, and experts' fees and costs;

(b) AMOUNT FOR OCALA PRESERVE CDD Dollars and 00/100 Cents ($0.00) less pro-rated real property taxes to Defendant OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, for land value, damages, moving/ relocation expenses, and all other claims, excluding improvements, site modifications, attorney's fees, and experts' fees and costs ;

(c) AMOUNT FOR OCALA PRESERVE ASS'N Dollars and 00/100 Cents ($0.00) less pro-rated real property taxes to Defendant OCALA PRESERVE ASSOCIATION, INC., for land value, damages, moving/ relocation expenses, and all other claims, excluding improvements, site modifications, attorney's fees, and experts' fees and costs ;

(d) ONE MILLION THREE HUNDRED THOUSAND Dollars and 00/100 Cents ($1,300,000.00) collectively for Defendant FORESTAR (USA) REAL ESTATE GROUP INC., Defendant OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, and Defendant OCALA PRESERVE ASSOCIATION, INC., for all improvements and site modifications for Project

Parcels 2, 3, 4, 10, 19, 20, 21, 59, and 59A, as stipulated by the Parties, excluding attorney's fees, and experts' fees and costs;

(e) AMOUNT FOR ATTY FEES Dollars and 00/100 Cents ($0.00) as reimbursement for reasonable attorney's fees for the benefit achieved, as stipulated by the Parties, for the services of Trenam Law.

(f) AMOUNT FOR EXPERT FEES Dollars and 00/100 Cents ($0.00) paid to Trenam Law, as reimbursement for all reasonable expert fees and costs for the benefit achieved, as stipulated by the Parties.

5. Upon entry and within twenty (20) days of this Stipulated Order of Taking and Final Judgment, the Petitioner shall deposit the total sum of TOTAL COMPENSATION AMOUNT Dollars and 00/100 Cents ($0.00) into the Registry of the Court.

6. By the Parties' agreement, that upon deposit of the above sum, within three (3) working days thereafter, without further Order of this Court, the Clerk of the Court shall mail the sum of TOTAL COMPENSATION AMOUNT Dollars and 00/100 Cents ($0.00) dollars made payable to the Trenam Law Trust Account, c/o Paul D. Bain, Esquire, to the address of 101 East Kennedy Boulevard, Suite 2700, Tampa, FL 33602 for proper disbursement.

7. Upon receipt of said payment, Defendants, FORESTAR (USA) REAL ESTATE GROUP INC., OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, OCALA PRESERVE ASSOCIATION, INC., c/o Paul D. Bain, Esq. shall make payment to GEORGE ALBRIGHT, as MARION COUNTY TAX COLLECTOR, c/o Vanessa Thomas, Esq., Forman & Thomas, 1301 NE 14th Street, Ocala, FL 34470, for pro-rated real property taxes, including any past due real property taxes, if applicable.

8. That upon Petitioner's deposit of the sum herein above specified into the Registry of the Court, all title and interest to the real property described in Exhibit "A" shall vest in Petitioner, and the Petitioner shall have all rights of possession to the subject property.

9. That all rights, title and interest in the Parcels described in Exhibit "A" shall be deemed to have been condemned and taken for the uses as set forth in the Petition and described further in the attached Exhibit "B," construction plans for the Petitioner's NW 49th Street Phase 3 Road Construction Project.

10. That the Petitioner shall construct its Project in substantial conformance with the plans attached hereto as Exhibit "B"; if, however, the Petitioner fails to construct its Project in substantial conformance with what is shown in Exhibits "B", the Defendants or any subsequent lawful successor or assign shall have the same remedies as would have been afforded them had the case been resolved by verdict with such plans and specifications having been made a part of the record at trial. *Central & Southern Florida Flood Control Dist. v. Wye River Farms, Inc*., 297 So.2d 323 (Fla. 4th DCA 1974); *cert. denied* 310 So.2d 745 (Fla. 1975); *Belvedere Development Corp. v. Department of Transp.,* 476 So. 2d 649 (Fla. 1985).

11. The compensation paid pursuant to the parties' settlement and reflected in the Stipulated Order of Taking and Final Judgment is full, final, and all-inclusive compensation for the acquisition of the property interests at issue in this action, including any claims for improvements, site modifications, landscaping impacts, buffer impacts, restoration, severance damages, attorney's fees, expert fees, and costs, except only as may be expressly stated otherwise in the Stipulated Order of Taking and Final Judgment. Defendants acknowledge and agree that no additional compensation or restoration obligation shall be due from the County for landscaping, plant material, irrigation, buffer reconstruction, or related site features beyond the compensation

expressly provided in the settlement. No additional sums are due and payable to Defendants or Defendants' attorneys, as a result of the taking of the Subject Property.

12. This Stipulated Order of Taking and Final Judgment is based on the parties agreement that Defendants, shall construct, at Defendants' sole cost and responsibility, a six-foot Permacast precast wall system along the entire NW 49th Street frontage, provided that:

(a) the face of the wall shall be adjacent to the NW 49 Street right-of-way and shall be located a minimum of one (1) foot from the County's right-of-way line, or such greater distance as may be reasonably required by the County based on drainage, maintenance access, utility clearance, structural considerations, or to avoid adverse impacts to the County's gravity wall improvements;

(b) the wall shall comply with applicable engineering, permitting, Marion County code, and safety requirements;

(c) final wall alignment and details shall be subject to County review for compliance with the foregoing requirements, which review shall not be unreasonably withheld, conditioned, or delayed; and

(d) Defendant FORESTAR (USA) REAL ESTATE GROUP INC., Defendant OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, and Defendant OCALA PRESERVE ASSOCIATION, INC. stipulate and agree that the ONE MILLION THREE HUNDRED THOUSAND Dollars and 00/100 Cents ($1,300,000.00) awarded collectively for improvements and site modifications shall be payable soley and exclusively to Defendant FORESTAR (USA) REAL ESTATE GROUP INC. for construction of the referenced wall system and retaining the remaining balance, if any. Further, Defendant OCALA PRESERVE COMMUNITY DEVELOPMENT

DISTRICT and Defendant OCALA PRESERVE ASSOCIATION, INC. shall cooperate and provide any and all necessary or convenient consent, authorization, or permission for construction of the referenced wall system.

13. Defendant FORESTAR (USA) REAL ESTATE GROUP INC. shall diligently pursue permitting and installation of the wall within a reasonable time in conjunction with the County's construction of its project, which is currently anticipated to begin by February 2027, but subject to change. Unless otherwise agreed in writing by the parties, Defendant FORESTAR (USA) REAL ESTATE GROUP INC. shall use its best efforts to obtain the necessary approvals and commence installation of the wall within twelve (12) months after the County provides written notice that construction along the applicable frontage has progressed to a point that wall installation may proceed without materially interfering with the Project. The County shall provide such written notice to Defendant's counsel and to Alex Madison, Forestar CFL-Region Vice President, 1064 Greenwood Blvd., Suite 200, Lake Mary, FL 32746.

14. This Stipulated Order of Taking and Final Judgment is based on the parties agreement that the County's acquisition of Project Parcels 2, 3, 4, 10, 19, 20, 21, 59, and 59A does not, by itself, constitute a new division of land requiring replatting, with reference to Marion County Land Development Code, Article 2, Division 16, Sec. 2.16.1, Applicability. Accordingly, the lesser landscape buffer condition resulting from the County's acquisition and Project construction may remain as a lawfully existing buffer condition along the affected frontage unless and until a future replat, redevelopment, or material modification of the affected lots or frontage requiring development approval triggers compliance with the Land Development Code and any then-applicable PUD requirements, including then-applicable landscape buffer requirements, to the extent triggered by that approval.

15. Nothing herein shall be construed as obligating the County to approve any wall design, permit application, or related development submittal that fails to satisfy applicable engineering, drainage, utility, safety, visibility, or Marion County code requirements. This paragraph is intended only to memorialize the parties' agreement in principle that Defendant FORESTAR (USA) REAL ESTATE GROUP INC. shall pursue permitting and construction of the wall system and corresponding frontage treatment described herein, subject to the limitations above.

16. This Court reserves jurisdiction to enforce the terms of this Stipulated Order of Taking and Final Judgment.

DONE AND ORDERED in chambers at Ocala, Marion County, Florida, this DDDD.

JJJJ

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished using the Florida Court's E-Filing Portal, via U.S. Mail, and/or Electronic Mail in accordance with the corresponding addresses listed therein on MMMM.

CCCC

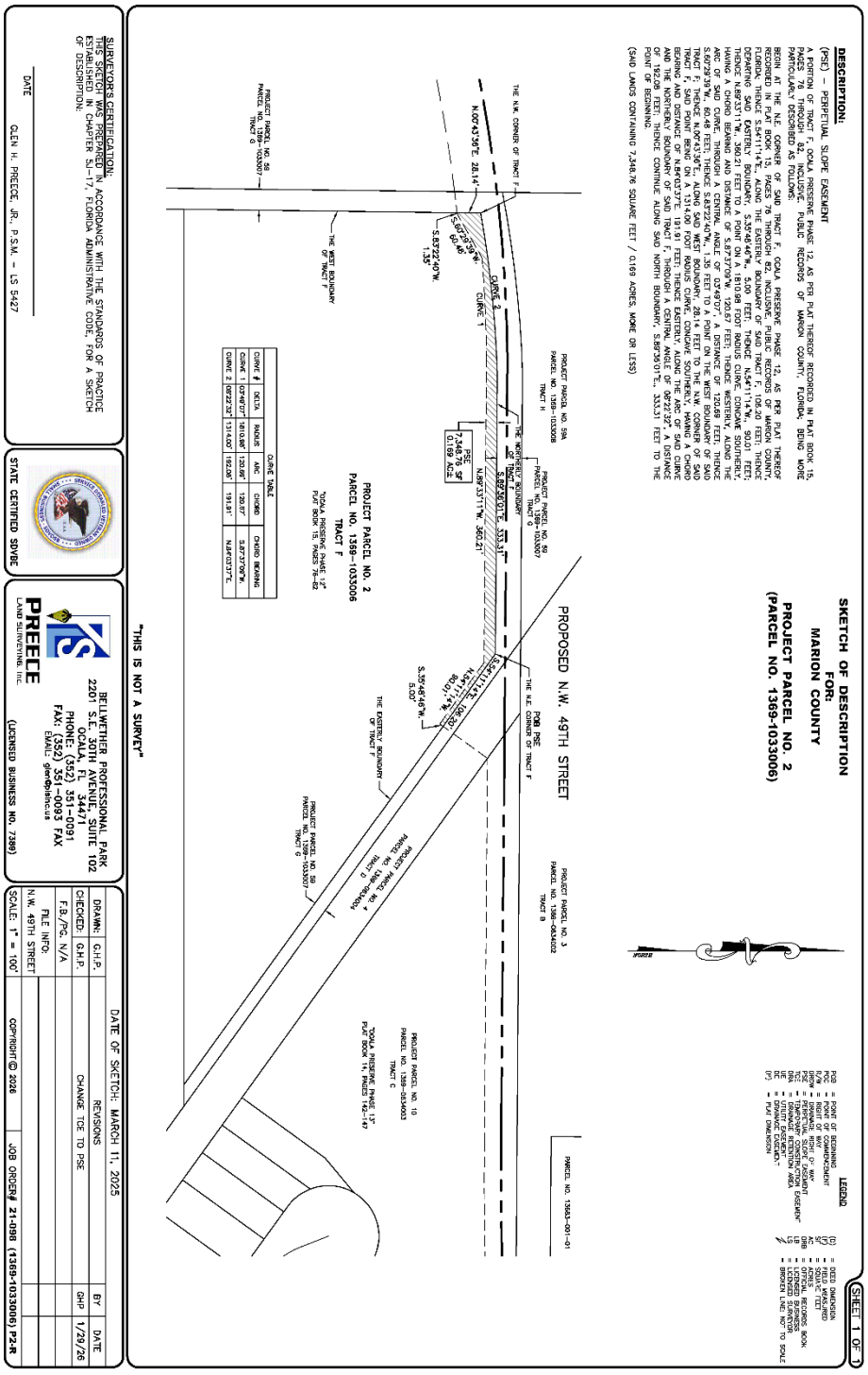
AAAA

SCHEDULE A
Compensation to Defendants

Defendant and Owner	Parcel	Compensation for Land
Forestar (USA) Real Estate Group Inc.	3, 4, 19, 20, 21	$358,950 (plus Parcel 21 and 19 and 20 increase)
Ocala Preserve Community Development District	2, 10	$56,600 (plus Parcel 2)
Ocala Preserve Association, Inc.	59, 59A	$27,100

EXHIBIT A
Legal Description of Takings

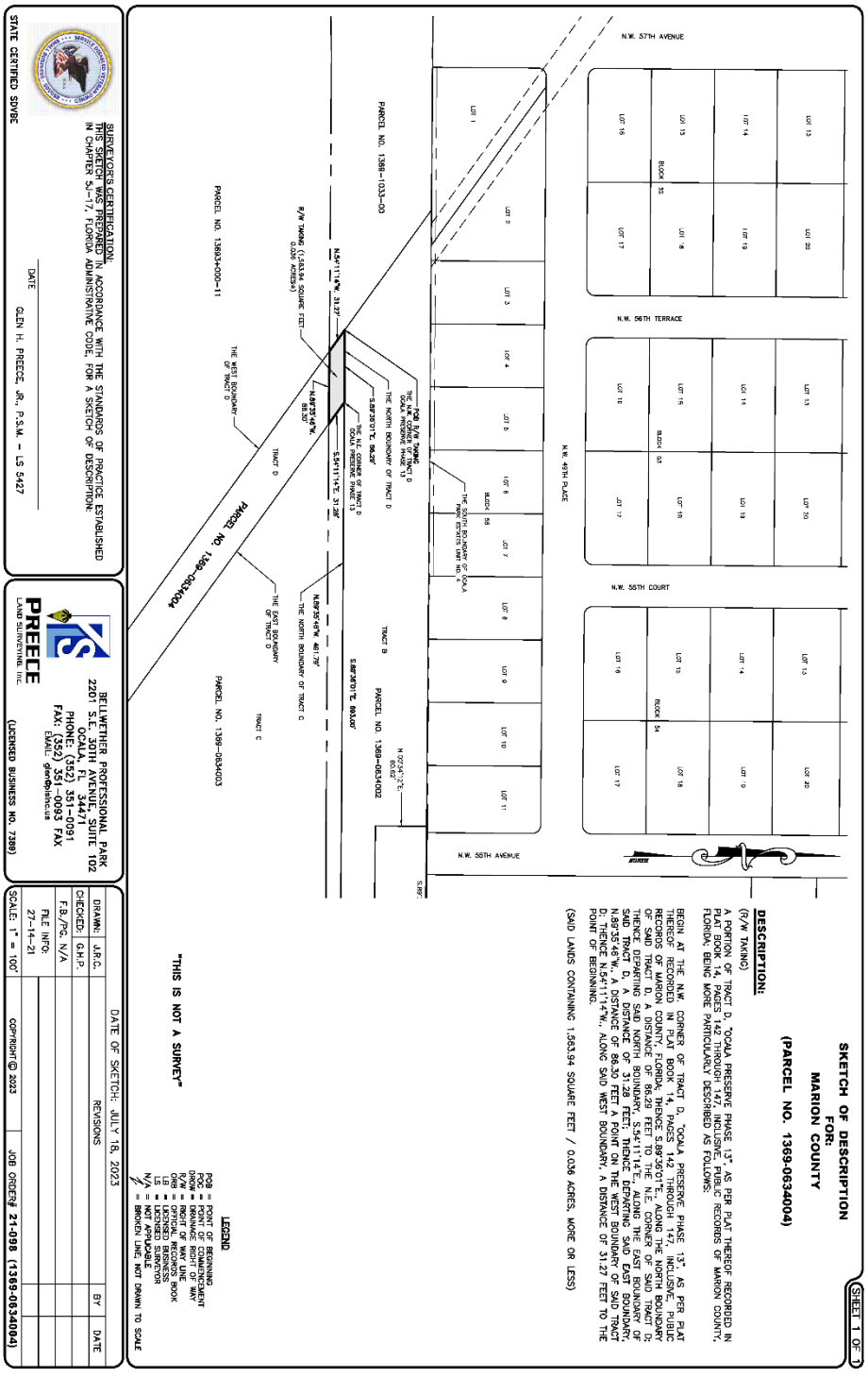
Parcel 2:



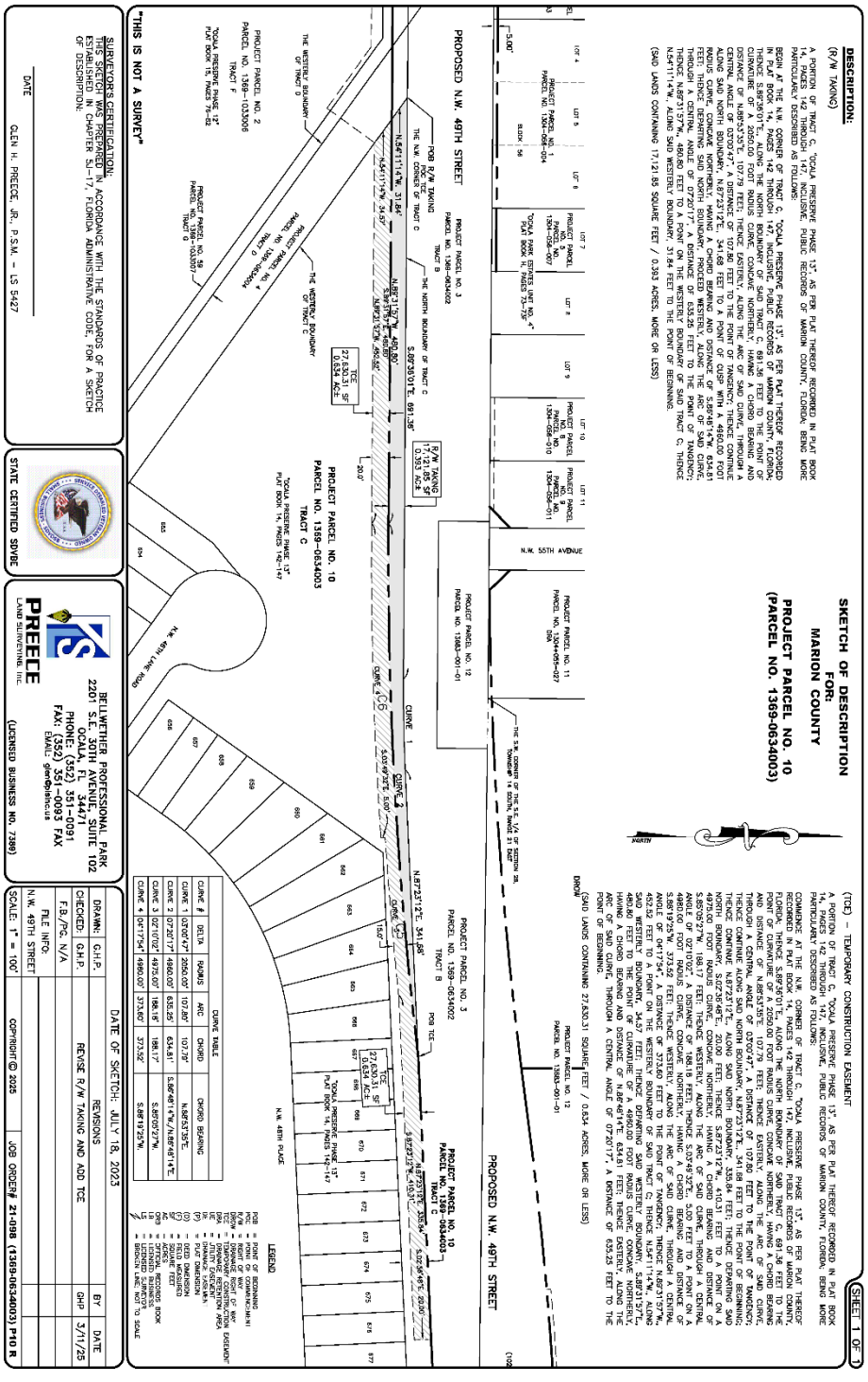
Parcel 3:

TRACT B OF OCALA PRESERVE PHASE 13, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, ?AGE 142, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

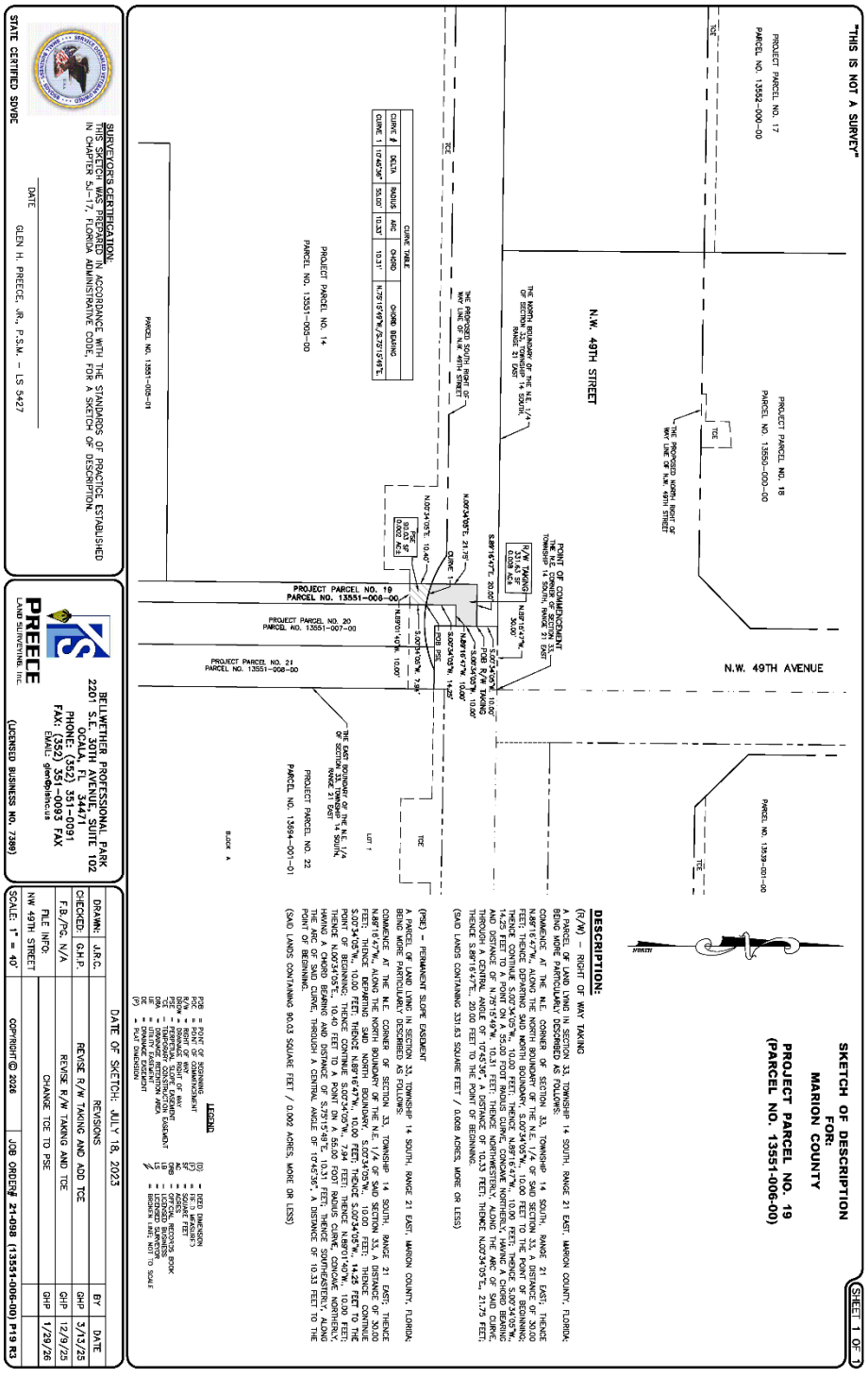
Parcel 4:


SKETCH OF DESCRIPTION
FOR:
MARION COUNTY
(PARCEL NO. 1369-0634004)
SHEET 1 OF 1
DESCRIPTION:
(R/W TAKING)
A PORTION OF TRACT D, "OCALA PRESERVE PHASE 13", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGES 142 THROUGH 147, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE N.W. CORNER OF TRACT D, "OCALA PRESERVE PHASE 13", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGES 142 THROUGH 147, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.89°35'01"E., ALONG THE NORTH BOUNDARY OF SAID TRACT D, A DISTANCE OF 86.29 FEET TO THE N.E. CORNER OF SAID TRACT D; THENCE DEPARTING SAID NORTH BOUNDARY, S.34°11'14"E., ALONG THE EAST BOUNDARY OF SAID TRACT D, A DISTANCE OF 31.28 FEET; THENCE DEPARTING SAID EAST BOUNDARY, N.89°35'01"W., A DISTANCE OF 86.30 FEET A POINT ON THE WEST BOUNDARY OF SAID TRACT D; THENCE N.34°11'14"W., ALONG SAID WEST BOUNDARY, A DISTANCE OF 31.27 FEET TO THE POINT OF BEGINNING.
(SAID LANDS CONTAINING 1,563.94 SQUARE FEET / 0.036 ACRES, MORE OR LESS)
N.W. 57TH AVENUE
N.W. 56TH TERRACE
N.W. 55TH COURT
N.W. 55TH AVENUE
N.W. 45TH PLACE
BLOCK 55
BLOCK 53
BLOCK 54
BLOCK 56
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
PARCEL NO. 1369-1033-00
PARCEL NO. 1369-0634002
PARCEL NO. 1369-0634003
PARCEL NO. 13693-000-11
TRACT B
TRACT C
TRACT D
R/W TAKING (1,563.94 SQUARE FEET 0.036 ACRES±)
POB R/W TAKING
THE N.W. CORNER OF TRACT D OCALA PRESERVE PHASE 13
THE NORTH BOUNDARY OF TRACT D
S.89°35'01"E. 86.29'
THE N.E. CORNER OF TRACT D OCALA PRESERVE PHASE 13
S.34°11'14"E. 31.28'
N.89°35'01"W. 86.30'
THE SOUTH BOUNDARY OF OCALA PRESERVE PHASE 13
N.89°35'45"W. 461.79'
THE NORTH BOUNDARY OF TRACT C
S.89°36'01"E. 86.30'
THE EAST BOUNDARY OF TRACT D
THE WEST BOUNDARY OF TRACT D
PHASE NO. 1369-063400A
"THIS IS NOT A SURVEY"
LEGEND
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY LINE
ORB = OFFICIAL RECORDS BOOK
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
N/A = NOT APPLICABLE
= BROKEN LINE, NOT DRAWN TO SCALE
SURVEYOR'S CERTIFICATION
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.
DATE
GLEN H. PREECE, JR., P.S.M. – LS 5427
STATE CERTIFIED SDVBE
BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: ghelp@phhi.us
PREECE
LAND SURVEYING, INC.
(LICENSED BUSINESS NO. 7399)
DRAWN: J.R.C.
CHECKED: G.H.P.
F.B./PG. N/A
FILE INFO:
27-14-21
DATE OF SKETCH: JULY 18, 2023
REVISIONS
BY
DATE
SCALE: 1" = 100'
COPYRIGHT © 2023
JOB ORDER# 21-098 (1369-0634004)

Parcel 10:


SKETCH OF DESCRIPTION
FOR:
MARION COUNTY
PROJECT PARCEL NO. 10
(PARCEL NO. 1369-0634003)
SHEET 1 OF 3
DESCRIPTION:
(R/W TAKING)
(TCE) – TEMPORARY CONSTRUCTION EASEMENT
PROPOSED N.W. 49TH STREET
PROJECT PARCEL NO. 10
PARCEL NO. 1369-0634003
TRACT C
PROJECT PARCEL NO. 3
PARCEL NO. 1369-0634002
TRACT B
PROJECT PARCEL NO. 12
PARCEL NO. 1369-001-01
PROJECT PARCEL NO. 11
PARCEL NO. 1304+005+027
0166
N.W. 55TH AVENUE
N.W. 49TH PLACE
N.W. 49TH LANE ROAD
"OCALA PRESERVE PHASE 13"
PLAT BOOK 14, PAGES 142-147
THE WESTERLY BOUNDARY OF TRACT C
THE NORTH BOUNDARY OF TRACT C
THE WESTERLY BOUNDARY OF TRACT D
PROJECT PARCEL NO. 2
PARCEL NO. 1369-003006
TRACT F
PROJECT PARCEL NO. 59
PARCEL NO. 1369-003007
TRACT G
"OCALA PRESERVE PHASE 12"
PLAT BOOK 13, PAGES 79-85
POB R/W TAKING
POC TCE
THE N.W. CORNER OF TRACT C
R/W TAKING
17,121.85 SF
0.393 AC±
TCE
27,630.31 SF
0.634 AC±
20.0'
5.00'
CURVE 1
CURVE 2
CURVE 3
CURVE 4
CURVE 5
CURVE 6
CURVE 7
CURVE 8
CURVE 9
CURVE 10
CURVE 11
CURVE 12
CURVE 13
CURVE 14
CURVE 15
CURVE 16
CURVE 17
CURVE 18
CURVE 19
CURVE 20
CURVE

Parcel 19:



SURVEYOR'S CERTIFICATION:
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

DATE

GLEN H. PREECE, JR., P.S.M. – LS 6427

STATE CERTIFIED SDVBE

PREECE
LAND SURVEYING, INC.

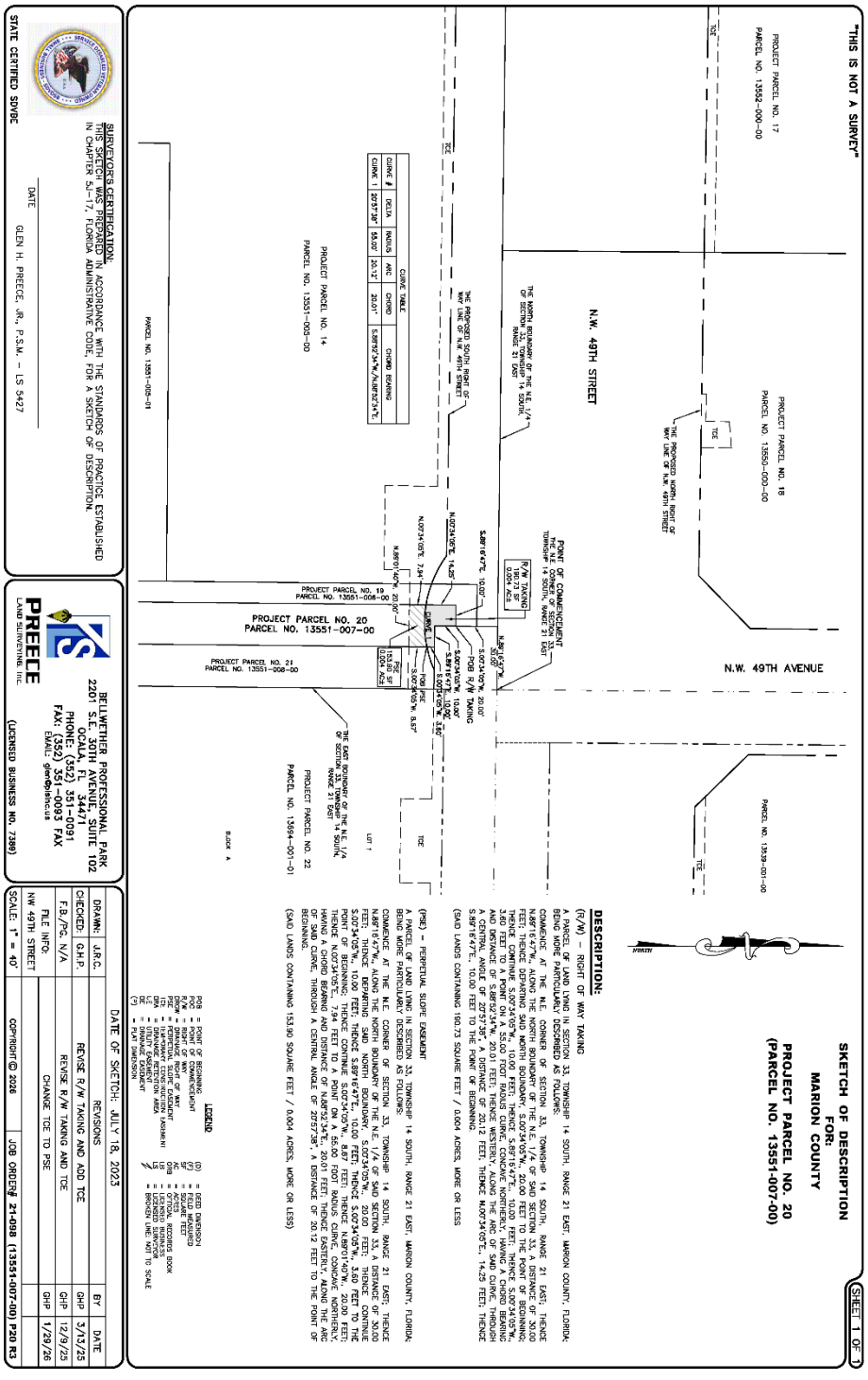
BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: ghp4@atlbc.us

(LICENSED BUSINESS NO. 7399)

DRAWN:	J.R.C.	REVISIONS	BY	DATE
CHECKED:	G.H.P.	REVISE R/W TAKING AND ADD TCE	GHP	3/13/25
F.B./PG.	N/A	REVISE R/W TAKING AND TCE	GHP	12/9/25
FILE INFO:		CHANGE TCE TO PSE	GHP	1/29/26
NW 49TH STREET				
SCALE: 1" = 40'		COPYRIGHT © 2026	JOB ORDER# 21-098 (13551-006-00) P19 R3	

DATE OF SKETCH: JULY 18, 2023

Parcel 20:



SURVEYOR'S CERTIFICATION:
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

DATE

GLEN H. PREECE, JR., P.S.M. – LS 6427

STATE CERTIFIED SDVBE

PREECE
LAND SURVEYING, INC.

BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: ghp@ghpinc.us

(LICENSED BUSINESS NO. 7399)

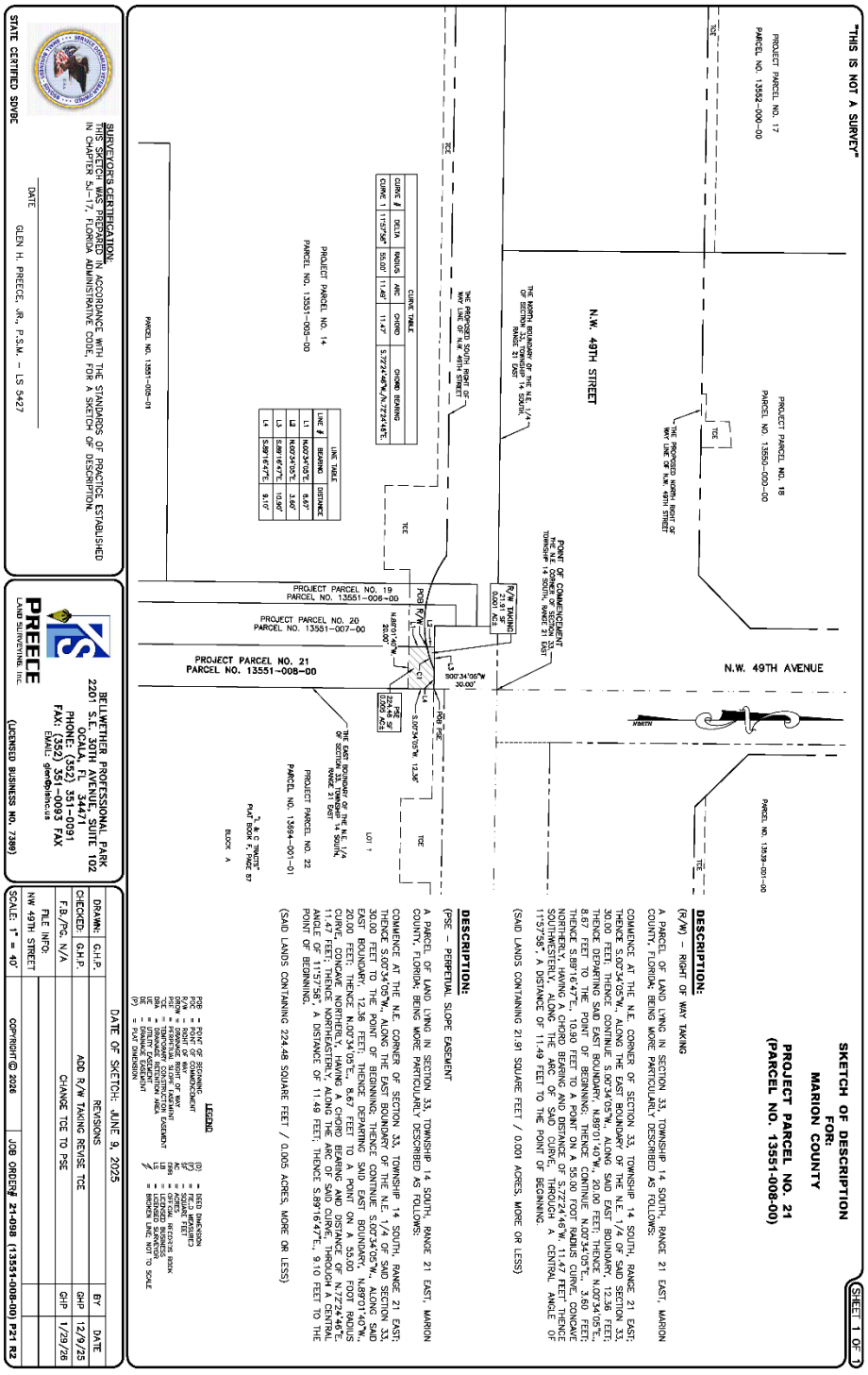
DRAWN:	J.R.C.	REVISIONS	BY	DATE
CHECKED:	G.H.P.	REVISE R/W TAKING AND ADD TCE	GHP	3/13/25
F.B./PG.	N/A	REVISE R/W TAKING AND TCE	GHP	12/9/25
FILE INFO:		CHANGE TCE TO PSE	GHP	1/29/26
NW 49TH STREET				

DATE OF SKETCH: JULY 18, 2023

SCALE: 1" = 40'

COPYRIGHT © 2026 | JOB ORDER# 21-098 (13551-007-00) P20 R3

Parcel 21:


"THIS IS NOT A SURVEY"
SHEET 1 OF 1
SKETCH OF DESCRIPTION
FOR:
MARION COUNTY
PROJECT PARCEL NO. 21
(PARCEL NO. 13551-008-00)
PROJECT PARCEL NO. 17
PARCEL NO. 13552-000-00
PROJECT PARCEL NO. 18
PARCEL NO. 13550-000-00
PARCEL NO. 13539-001-00
TCE
THE PROPOSED NORTH RIGHT OF WAY LINE OF N.W. 49th STREET
N.W. 49TH STREET
N.W. 49TH AVENUE
WIDTH
THE NORTH BOUNDARY OF THE N.E. 1/4 OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST
THE WEST RIGHT OF WAY LINE OF N.W. 49th AVENUE
POINT OF COMMENCEMENT THE N.E. CORNER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST
R/W TAKING 21.91 SF 0.001 AC±
PROJECT PARCEL NO. 19
PARCEL NO. 13551-006-00
PROJECT PARCEL NO. 20
PARCEL NO. 13551-007-00
PROJECT PARCEL NO. 21
PARCEL NO. 13551-008-00
PSE 224.48 SF 0.005 AC±
POB
POC
N.89°01'40"W. 20.00'
S.00°34'05"W. 30.00'
S.00°34'05"W. 12.36'
L1
L2
L3
L4
C1
THE EAST BOUNDARY OF THE N.E. 1/4 OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST
PROJECT PARCEL NO. 22
PARCEL NO. 13554-001-01
PARCEL NO. 13551-005-01
PROJECT PARCEL NO. 14
PARCEL NO. 13551-005-00
LOT 1
BLOCK A
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD | CHORD BEARING
C1 | 11°57'56" | 55.00' | 11.48' | 11.47' | S.72°24'40"W./N.72°24'45"E.
LINE TABLE
LINE # | BEARING | DISTANCE
L1 | N.00°34'05"E. | 8.67'
L2 | N.00°34'05"E. | 3.60'
L3 | S.89°16'47"E. | 10.90'
L4 | S.89°16'47"E. | 9.10'
SURVEYOR'S CERTIFICATION
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.
DATE
GLEN H. PREECE, JR., P.S.M. – LS 5427
STATE CERTIFIED SDVBE
BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: ghp@ghpinc.us
PREECE
LAND SURVEYING, INC.
(LICENSED BUSINESS NO. 7399)
LEGEND
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
PSE = PERPETUAL SLOPE EASEMENT
PERP = PERPENDICULAR
TCE = TEMPORARY CONSTRUCTION EASEMENT
DOE = DRAINAGE EASEMENT
SF = SQUARE FEET
(P) = PLAT DIMENSION
(D) = DEED DIMENSION
AC± = ACRES, MORE OR LESS
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
LB = LICENSED BUSINESS
PSM = PROFESSIONAL SURVEYOR AND MAPPER
= BROKEN LINE NOT TO SCALE
DATE OF SKETCH: JUNE 9, 2025
DRAWN: G.H.P.
CHECKED: G.H.P.
F.B./PG: N/A
FILE INFO:
NW 49TH STREET
SCALE: 1" = 40'
REVISIONS
ADD R/W TAKING REVISE TCE
CHANGE TCE TO PSE
BY
GHP
GHP
DATE
12/9/25
1/29/26
COPYRIGHT © 2026
JOB ORDER# 21-098 (13551-008-00) P21 R2
"DESCRIPTION:
(R/W) – RIGHT OF WAY TAKING
A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE N.E. CORNER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE S.00°34'05"W., ALONG THE EAST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 33, 30.00 FEET; THENCE CONTINUE S.00°34'05"W., ALONG SAID EAST BOUNDARY, 12.36 FEET; THENCE DEPARTING SAID EAST BOUNDARY, N.89°01'40"W., 20.00 FEET; THENCE N.00°34'05"E., 8.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°34'05"E., 3.60 FEET; THENCE S.89°16'47"E., 10.90 FEET TO A POINT ON A 55.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE FROM A TANGENT BEARING OF N.72°24'40"W. ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°57'56", A DISTANCE OF 11.49 FEET TO THE POINT OF BEGINNING.
(SAID LANDS CONTAINING 21.91 SQUARE FEET / 0.001 ACRES, MORE OR LESS)
"DESCRIPTION:
(PSE – PERPETUAL SLOPE EASEMENT
A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE N.E. CORNER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE S.00°34'05"W., ALONG THE EAST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 33, 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°34'05"W., ALONG SAID EAST BOUNDARY, 12.36 FEET; THENCE DEPARTING SAID EAST BOUNDARY, N.89°01'40"W., 20.00 FEET; THENCE N.00°34'05"E., 8.67 FEET TO A POINT ON A 55.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE FROM A TANGENT BEARING OF N.72°24'40"W. ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°47'56", A DISTANCE OF 11.49 FEET; THENCE S.89°16'47"E., 9.10 FEET TO THE POINT OF BEGINNING.
(SAID LANDS CONTAINING 224.48 SQUARE FEET / 0.005 ACRES, MORE OR LESS)

Parcel 59:

SHEET 1 OF 1

SKETCH OF DESCRIPTION
FOR:
MARION COUNTY

PROJECT PARCEL NO. 59
(PARCEL NO. 1369-1033007)

DESCRIPTION:

(R/W) – RIGHT OF WAY TAKING

A PORTION OF TRACT G, OCALA PRESERVE PHASE 12, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGES 78 THROUGH 82, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE N.E. CORNER OF SAID TRACT G, OCALA PRESERVE PHASE 12, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGES 76 THROUGH 82, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.54°11'14"E., ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT G, 31.72 FEET; THENCE DEPARTING SAID NORTHEASTERLY BOUNDARY, N.89°33'11"W., 359.74 FEET TO A POINT ON A 1835.98 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S.86°25'23"W., 199.33 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°13'25", A DISTANCE OF 199.43 FEET TO A POINT ON THE WEST BOUNDARY OF SAID TRACT G; THENCE N.00°43'36"E., ALONG SAID WEST BOUNDARY, 6.44 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT G, SAID POINT BEING ON A 1344.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF N.83°38'58"E. 216.64 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY, THROUGH A CENTRAL ANGLE OF 09°14'44", A DISTANCE OF 216.88 FEET; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, S.89°36'01"E., 317.56 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 8,822.58 SQUARE FEET / 0.203 ACRES, MORE OR LESS)

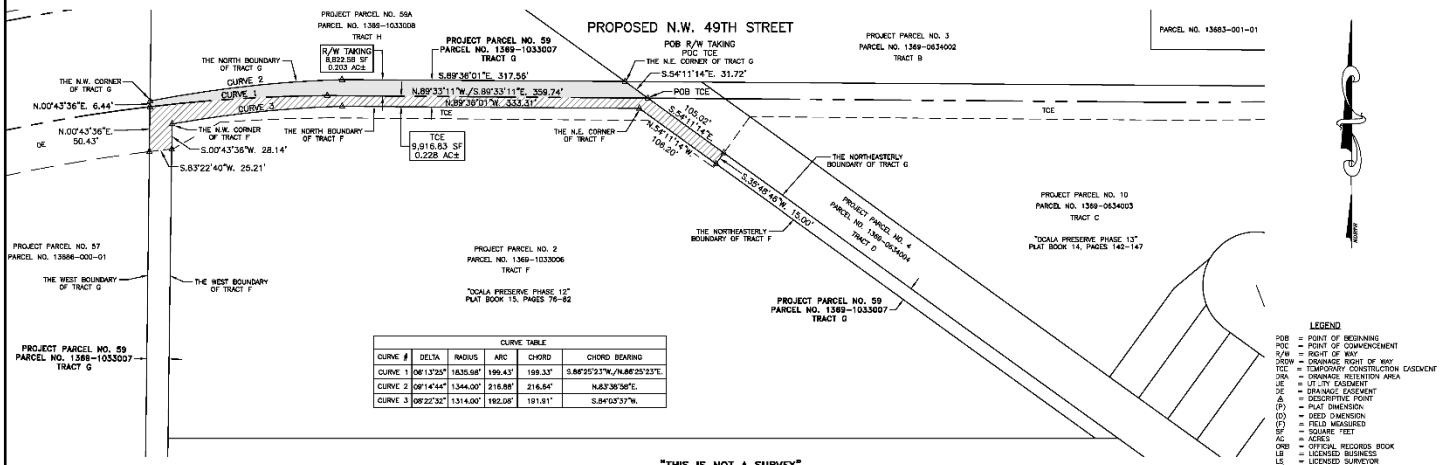
DESCRIPTION:

(TCE) – TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF TRACT G, OCALA PRESERVE PHASE 12, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGES 78 THROUGH 82, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF SAID TRACT G, OCALA PRESERVE PHASE 12, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGES 76 THROUGH 82, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.54°11'14"E., ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT G, 31.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.54°11'14"E., ALONG SAID NORTHEASTERLY BOUNDARY, 105.02 FEET; THENCE DEPARTING SAID NORTHEASTERLY BOUNDARY, S.35°48'46"W., 15.00 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF TRACT F OF SAID PLAT; THENCE N.54°11'14"W., ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT F, 106.20 FEET TO THE N.E. CORNER OF SAID TRACT F; THENCE DEPARTING SAID NORTHEASTERLY BOUNDARY, N.89°36'01"W., ALONG THE NORTH BOUNDARY OF SAID TRACT F, 333.31 FEET TO A POINT ON A 1314.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S.84°03'37"W. 191.91 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°22'32", A DISTANCE OF 192.08 FEET TO THE N.W. CORNER OF SAID TRACT F; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°43'36"W., ALONG THE WEST BOUNDARY OF SAID TRACT F, 28.14 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.83°22'40"W., 25.21 FEET TO A POINT ON THE WEST BOUNDARY OF TRACT G OF SAID PLAT; THENCE N.00°43'36"E., ALONG SAID WEST BOUNDARY, 50.43 FEET TO A POINT ON A 1344.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF N.86°25'23"E. 199.33 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°13'25", A DISTANCE OF 199.43 FEET; THENCE S.89°33'11"E., 359.74 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 9,916.83 SQUARE FEET / 0.228 ACRES, MORE OR LESS)



CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
CURVE 1	06°13'25"	1835.98'	199.43'	199.33'	S.86°25'23"W./N.86°25'23"E.
CURVE 2	09°14'44"	1344.00'	216.88'	216.64'	N.83°38'58"E.
CURVE 3	08°22'32"	1314.00'	192.08'	191.91'	S.84°03'37"W.

"THIS IS NOT A SURVEY"

SURVEYOR'S CERTIFICATION:
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION:

DATE

GLEN H. PREECE, JR., P.S.M. – LS 5427

STATE CERTIFIED SDVBE

PREECE
LAND SURVEYING, Inc.

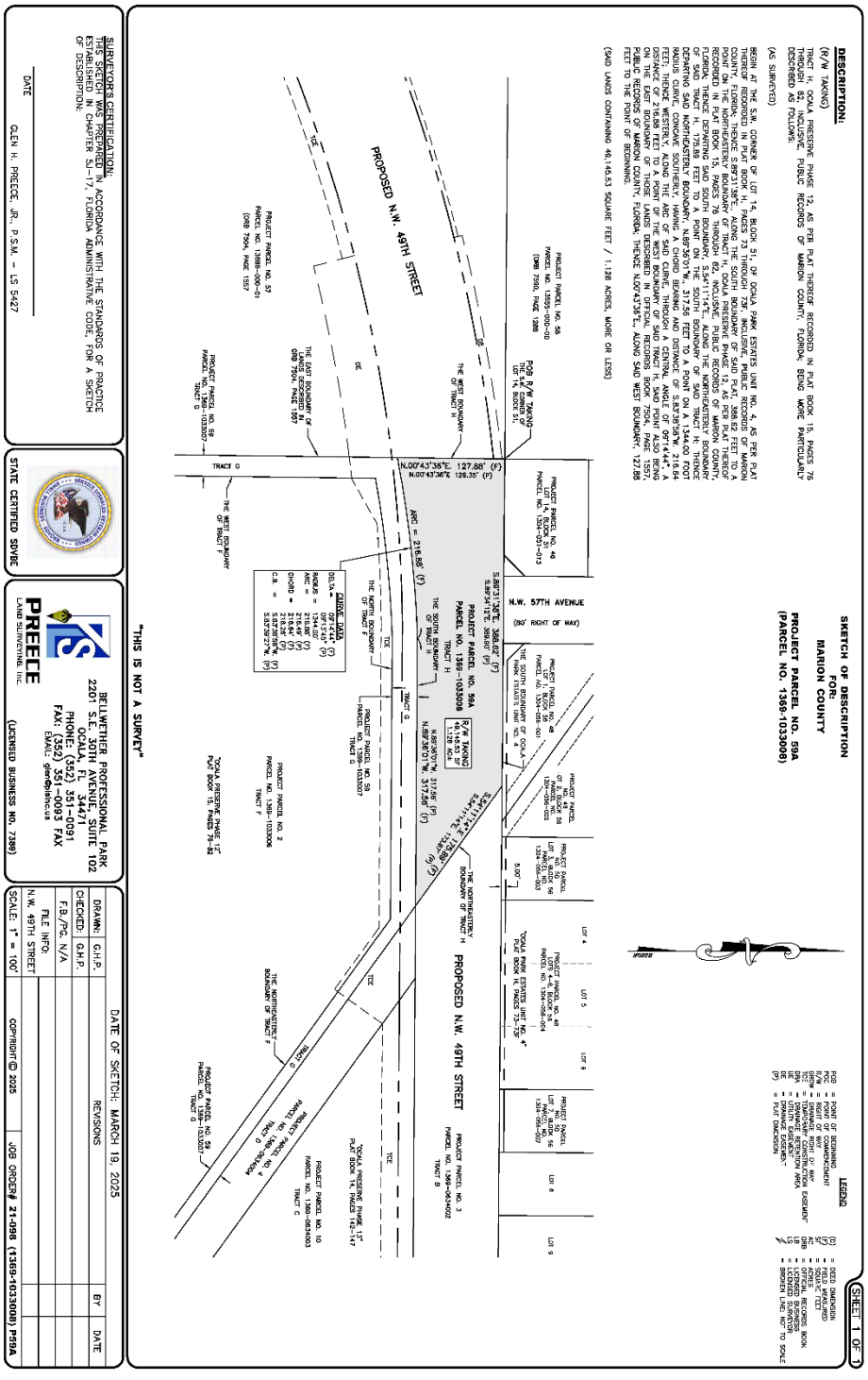
BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: glen@plsinc.us

(LICENSED BUSINESS NO. 7389)

DATE OF SKETCH: MARCH 18, 2025

		REVISIONS	BY	DATE
DRAWN:	G.H.P.			
CHECKED:	G.H.P.			
F.B./PG.	N/A			
FILE INFO:				
N.W. 49TH STREET				
SCALE: 1" = 100'		COPYRIGHT© 2025	JOB ORDER# 21-098 (1369-1033007) P59	

Parcel 59A:



SURVEYOR'S CERTIFICATION:
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

DATE

GLEN H. PREECE, JR., P.S.M. – LS 5427

STATE CERTIFIED SDVBE

PREECE
LAND SURVEYING, INC.

BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: ghp4@atlantic.ca
(LICENSED BUSINESS NO. 7399)

DATE OF SKETCH: MARCH 19, 2025

REVISIONS	BY	DATE

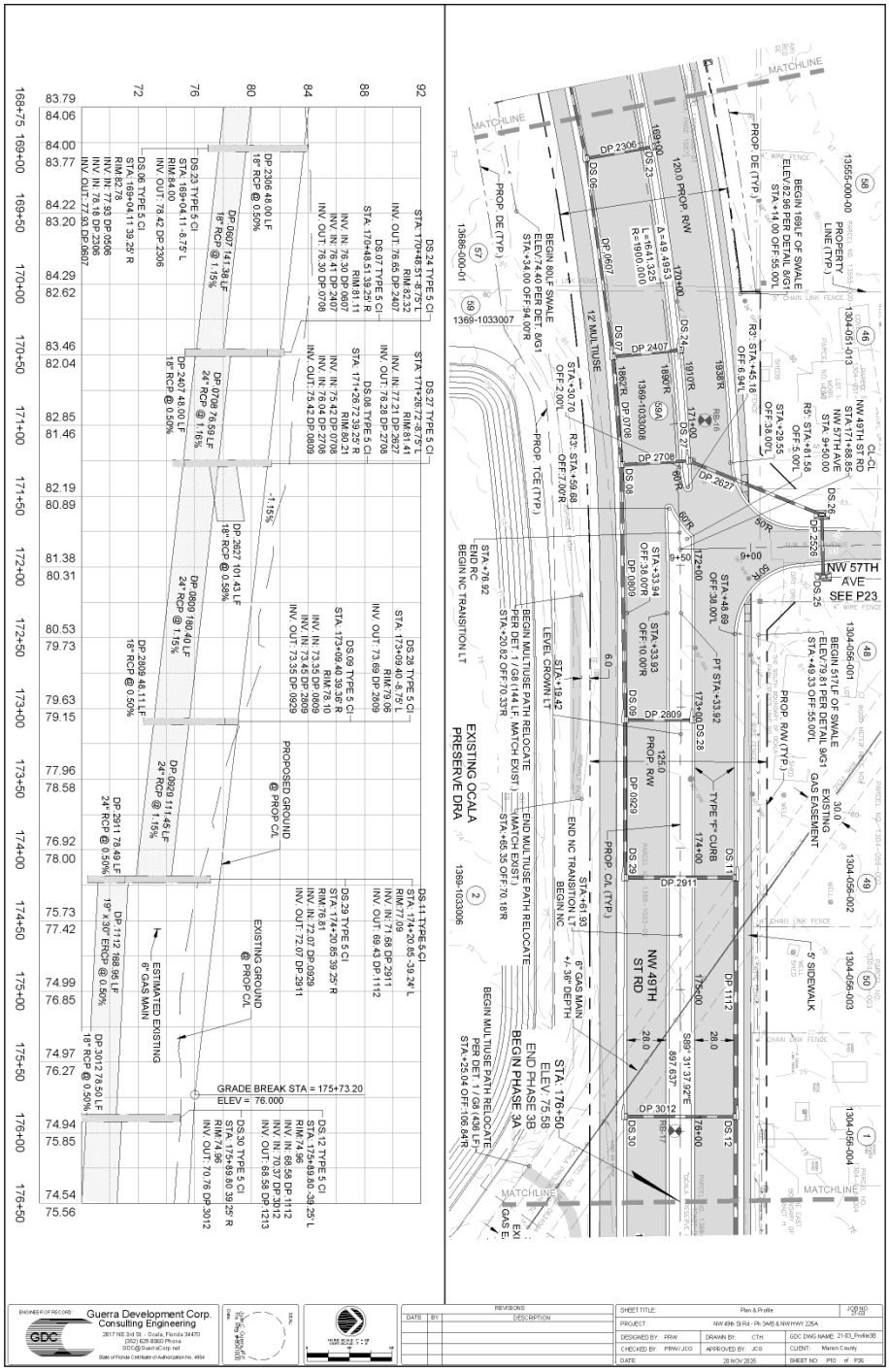
DRAWN: G.H.P.
CHECKED: G.H.P.
F.B./PG. N/A
FILE INFO:
N.W. 49TH STREET
SCALE: 1" = 100'

COPYRIGHT © 2025

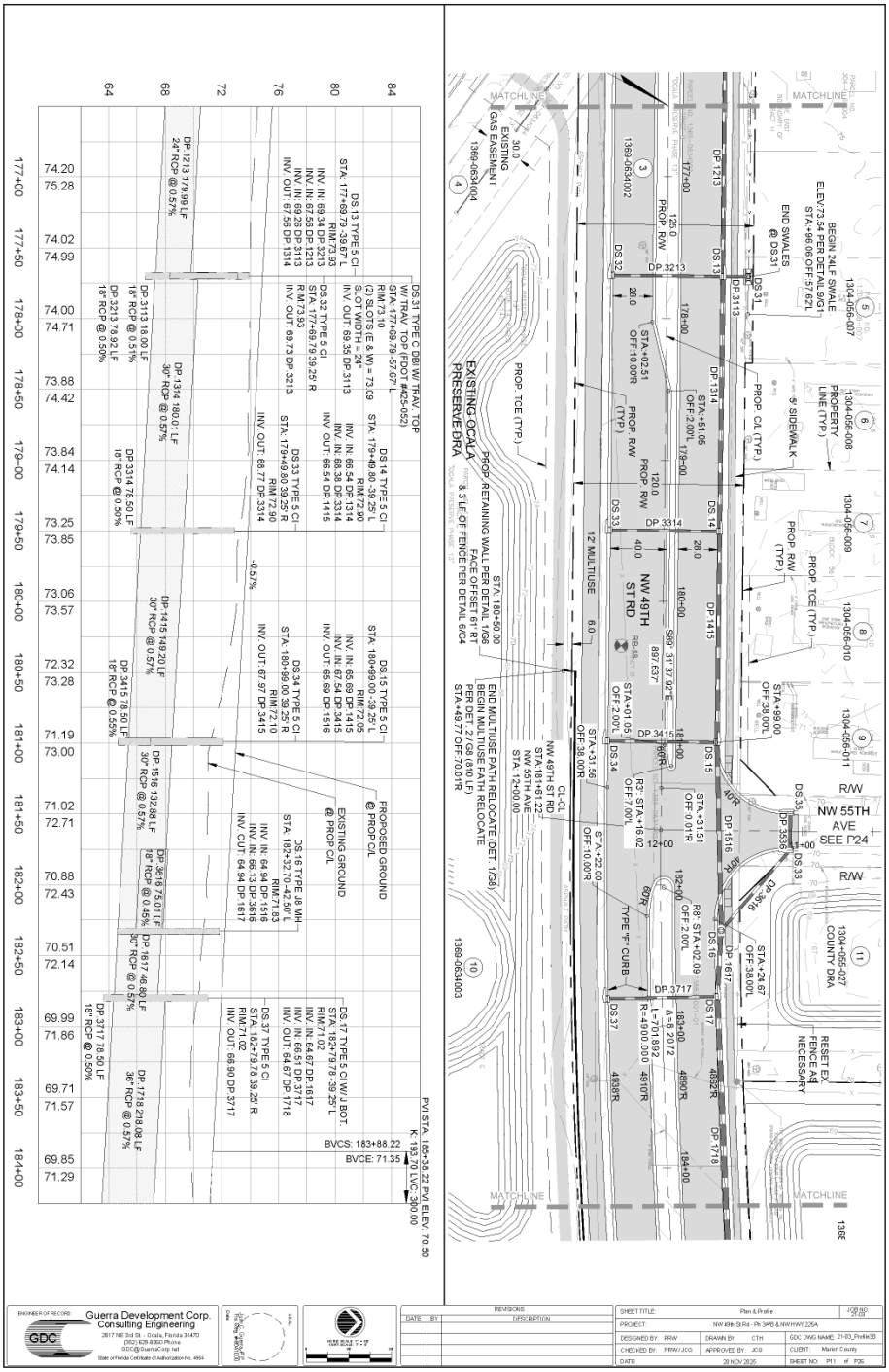
JOB ORDER# 21-098 (1369-1033008) P59A

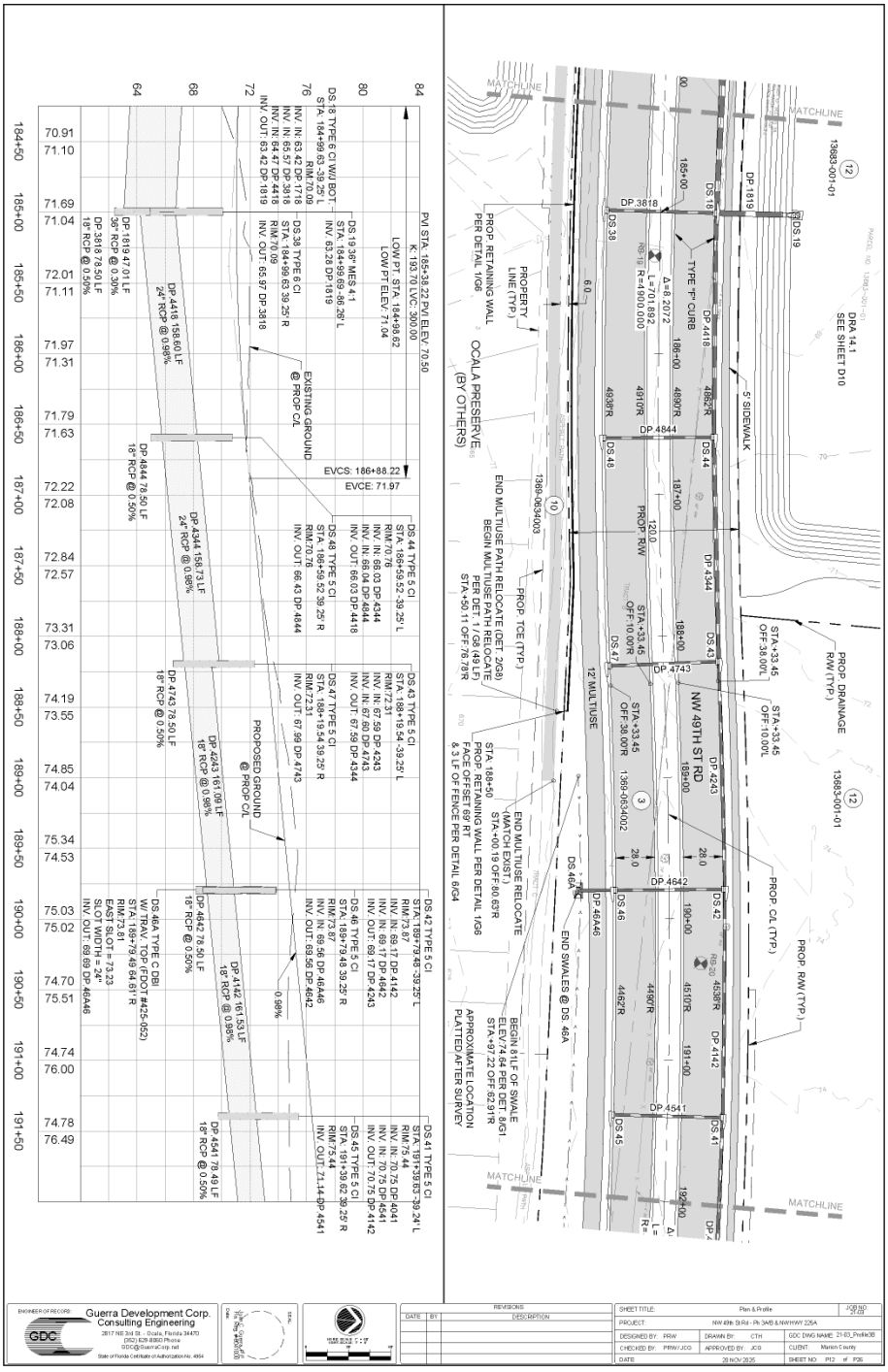
EXHIBIT B
Construction Plans

Parcel 2:



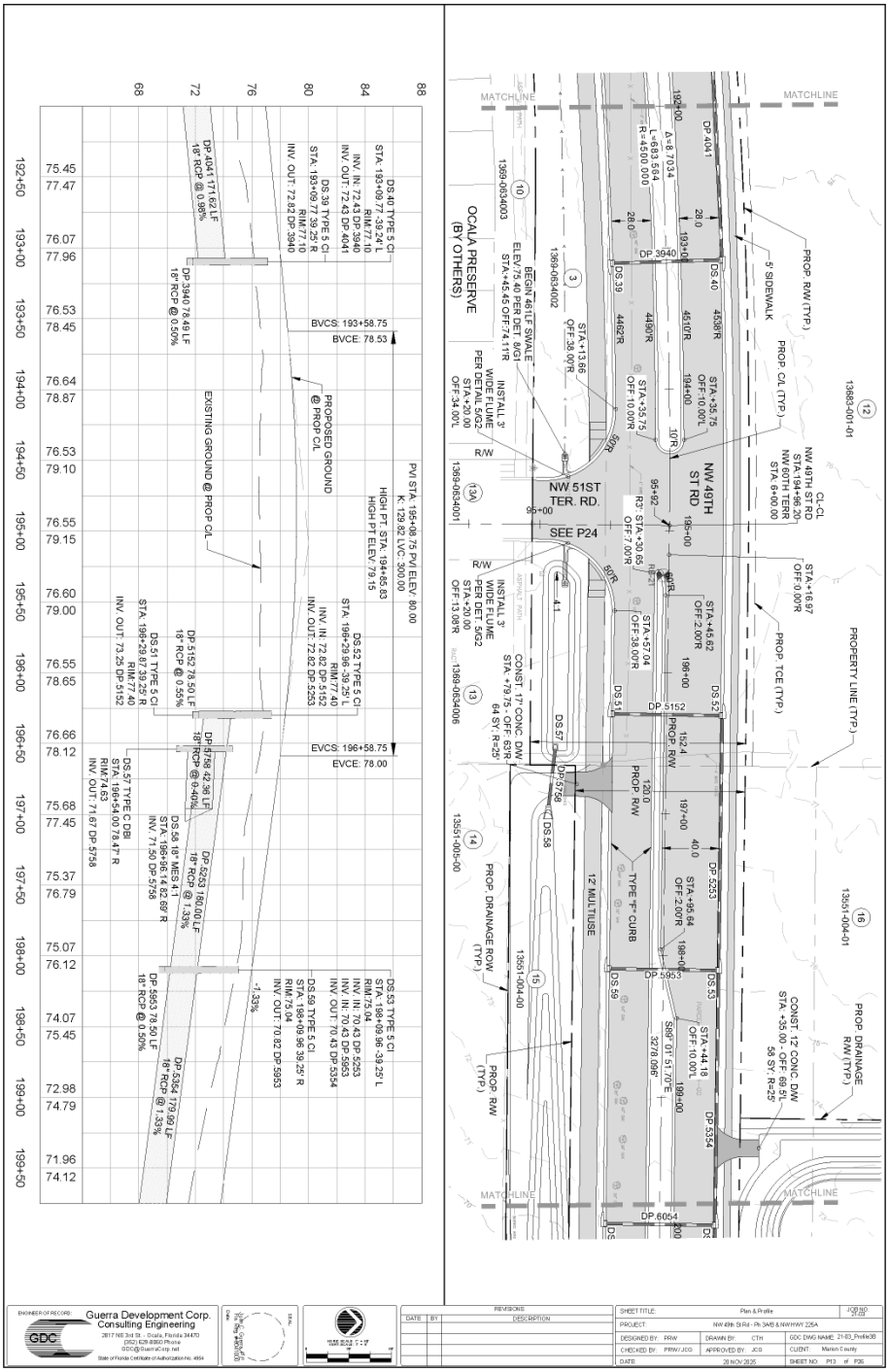
Parcel 3:


NW 49TH ST RD
NW 55TH AVE
SEE P24
PROP. RETAINING WALL PER DETAIL 1/G8
& 3 LF OF FENCE PER DETAIL 6/G4
EXISTING OCALA PRESERVE DRA
PROP. TCE (TYP.)
PROP. R/W (TYP.)
PROP. C/L (TYP.)
5' SIDEWALK
PROPERTY LINE (TYP.)
EXISTING GAS EASEMENT
MATCHLINE
RESET EX FENCE AS NECESSARY
TYPE "F" CURB
12' MULTIUSE
DP 1213
DP 3213
DP 1314
DP 3314
DP 1415
DP 3415
DP 1516
DP 1617
DP 3717
DP 1718
DS 31
DS 13
DS 32
DS 14
DS 33
DS 15
DS 34
DS 16
DS 35
DS 36
DS 17
DS 37
1369-0634002
1369-0634004
1369-0634003
1304-056-007
1304-056-008
1304-056-009
1304-056-010
1304-056-011
1304-055-027
COUNTY DRA
PROPOSED GROUND @ PROP C/L
EXISTING GROUND @ PROP C/L
DS.31 TYPE C DBL W/ TRAV. TOP
DS.13 TYPE 5 CI
DS.32 TYPE 5 CI
DS.14 TYPE 5 CI
DS.33 TYPE 5 CI
DS.15 TYPE C
DS.34 TYPE 5 CI
DS.16 TYPE J8 MH
DS.35 TYPE 5 CI
DS.36 TYPE 5 CI
DS.17 TYPE 5 CI W/ J BOT.
DS.37 TYPE 5 CI
PVI STA: 185+38.22 PVI ELEV: 70.50
K: 150.00 LVC: 300.00
BVCS: 183+88.22
BVCE: 71.35


MATCHLINE
13683-001-01
DRA 14.1
SEE SHEET D10
DP 1819
DS 18
DS 19
DP 3818
DS 39
TYPE "F" CURB
DP 4418
Δ=8.2072
L=701.892
R=1900.000
5' SIDEWALK
DP 4862R
DP 4844
DS 44
DS 48
DP 4344
DS 43
DP 4743
DS 47
PROPERTY LINE (TYP.)
PROP. RETAINING WALL PER DETAIL 1/G6
OCALA PRESERVE (BY OTHERS)
END MULTIUSE PATH RELOCATE (DET. 2/G9)
BEGIN MULTIUSE PATH RELOCATE PER DET. 1 / G9 (49 LF)
STA +50.11 OFF 76.78'R
PROP. TCE (TYP.)
PROP. DRAINAGE R/W (TYP.)
STA+33.45 OFF 38.00'L
STA+33.45 OFF 10.00'L
STA+33.45 OFF 10.00'R
STA+33.45 OFF 38.00'R
NW 49TH ST RD
DP 4243
DP 4642
DS 42
DS 46
DP 46A46
DS 46A
PROP. C/L (TYP.)
PROP. R/W (TYP.)
END MULTIUSE RELOCATE (MATCH EXIST) STA +00.19 OFF 80.63'R
STA. 188+50 PROP. RETAINING WALL PER DETAIL 1/G6 FACE OF SEAT 8" & 3 LF OF FENCE PER DETAIL 6/G4
END SWALES @ DS. 46A
BEGIN 81 LF OF SWALE ELEV.74.64 PER DET. 8/G1 STA+97.22 OFF 62.91'R
APPROXIMATE LOCATION PLATTED/AFTER SURVEY
DP 4142
DP 4541
DS 41
DS 45
1369-053-4003
1369-053-4002
12' MULTIUSE
6.0
28.0
120.0
4938R
4910R
4890R
4610R
4462R
185+00
186+00
187+00
188+00
189+00
190+00
191+00
192+00

PVI STA: 185+38.22 PVI ELEV: 70.50
K: 193.70 LVC: 300.00
LOW PT: STA: 184+98.62
LOW PT ELEV: 71.04
DS.19 36" MES 4:1
STA: 184+99.69 -56.28' L
INV. IN: 65.26 DP: 1819
DS.18 TYPE 6 CI W/U BOT
STA: 184+98.63 -39.25' L
RIM:70.09
INV. IN: 63.42 DP: 1718
INV. IN: 65.57 DP: 3818
INV. IN: 64.47 DP: 4418
INV. OUT: 63.42 DP: 1819
DS.38 TYPE 6 CI
STA: 184+99.63 39.25' R
RIM:70.09
INV. OUT: 65.97 DP: 3818
EXISTING GROUND @ PROP C/L
EVCS: 186+88.22
EVCE: 71.97
DS.44 TYPE 5 CI
STA: 186+59.52 -39.25' L
RIM:70.76
INV. IN: 68.03 DP: 4344
INV. IN: 68.04 DP 4844
INV. OUT: 66.03 DP 4418
DS.48 TYPE 5 CI
STA: 186+59.52 39.25' R
RIM:70.76
INV. OUT: 66.43 DP 4844
DP 4418 158.60 LF 24" RCP @ 0.98%
DP 4844 78.50 LF 18" RCP @ 0.50%
DP 1819 47.01 LF 36" RCP @ 0.30%
DP 3818 78.50 LF 18" RCP @ 0.50%
DP 4344 156.73 LF 24" RCP @ 0.98%
DS.43 TYPE 5 CI
STA: 187+19.54 -39.25' L
RIM:72.31
INV. IN: 67.59 DP 4243
INV. IN: 67.60 DP 4743
INV. OUT: 67.59 DP 4344
DS.47 TYPE 5 CI
STA: 189+19.54 39.25' R
RIM:72.31
INV. OUT: 67.99 DP 4743
DP 4743 78.50 LF 18" RCP @ 0.50%
PROPOSED GROUND @ PROP C/L
DP 4243 161.06 LF 18" RCP @ 0.98%
DS.42 TYPE 5 CI
STA: 189+78.48 -39.25' L
RIM:73.87
INV. IN: 69.17 DP 4142
INV. IN: 69.17 DP 4642
INV. OUT: 69.17 DP 4243
DS.46 TYPE 5 CI
STA: 189+79.48 39.25' R
RIM:73.87
INV. IN: 69.56 DP 46A46
INV. OUT: 69.56 DP 4642
DP 4642 78.50 LF 18" RCP @ 0.50%
DS.46A TYPE C DBI W/ TRAV. TOP (FDOT #425-052)
STA: 189+79.48 64.61' R
RIM:73.81
EAST SLOT = 73.23
SLOT WIDTH = 24"
INV. OUT: 69.69 DP 46A46
DP 4142 161.53 LF 18" RCP @ 0.98%
DS.41 TYPE 5 CI
STA: 191+39.62 39.25' R
RIM:75.44
INV. IN: 70.75 DP 4041
INV. IN: 70.75 DP 4541
INV. OUT: 70.75 DP 4142
DS.45 TYPE 5 CI
STA: 191+39.62 -39.25' L
RIM:75.44
INV. OUT: 71.14 DP 4541
DP 4541 78.49 LF 18" RCP @ 0.50%
0.98%
64
68
72
76
80
84
184+50
185+00
185+50
186+00
186+50
187+00
187+50
188+00
188+50
189+00
189+50
190+00
190+50
191+00
191+50
70.91
71.10
71.69
71.04
72.01
71.11
71.97
71.31
71.79
71.63
72.22
72.08
72.84
72.57
73.31
73.06
74.19
73.55
74.85
74.04
75.34
74.53
75.03
75.02
74.70
75.51
74.74
76.00
74.78
76.49

ENGINEER OF RECORD:
Guerra Development Corp.
Consulting Engineering
2817 NE 3rd St. - Ocala, Florida 34470
(352) 629-8380 Phone
GDC@GuerraCorp.net
State of Florida Certificate of Authorization No. 4954
GDC
REVISIONS
DATE | BY | DESCRIPTION
SHEET TITLE: Plan & Profile
JOB NO. 21-03
PROJECT: NW 49th St Rd - Ph 3MS & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
GDC DWG NAME: 21-03_Profile3B
CHECKED BY: PRW/ JCG
APPROVED BY: JCG
CLIENT: Marion County
DATE: 26 NOV 2025
SHEET NO: P12 of P26

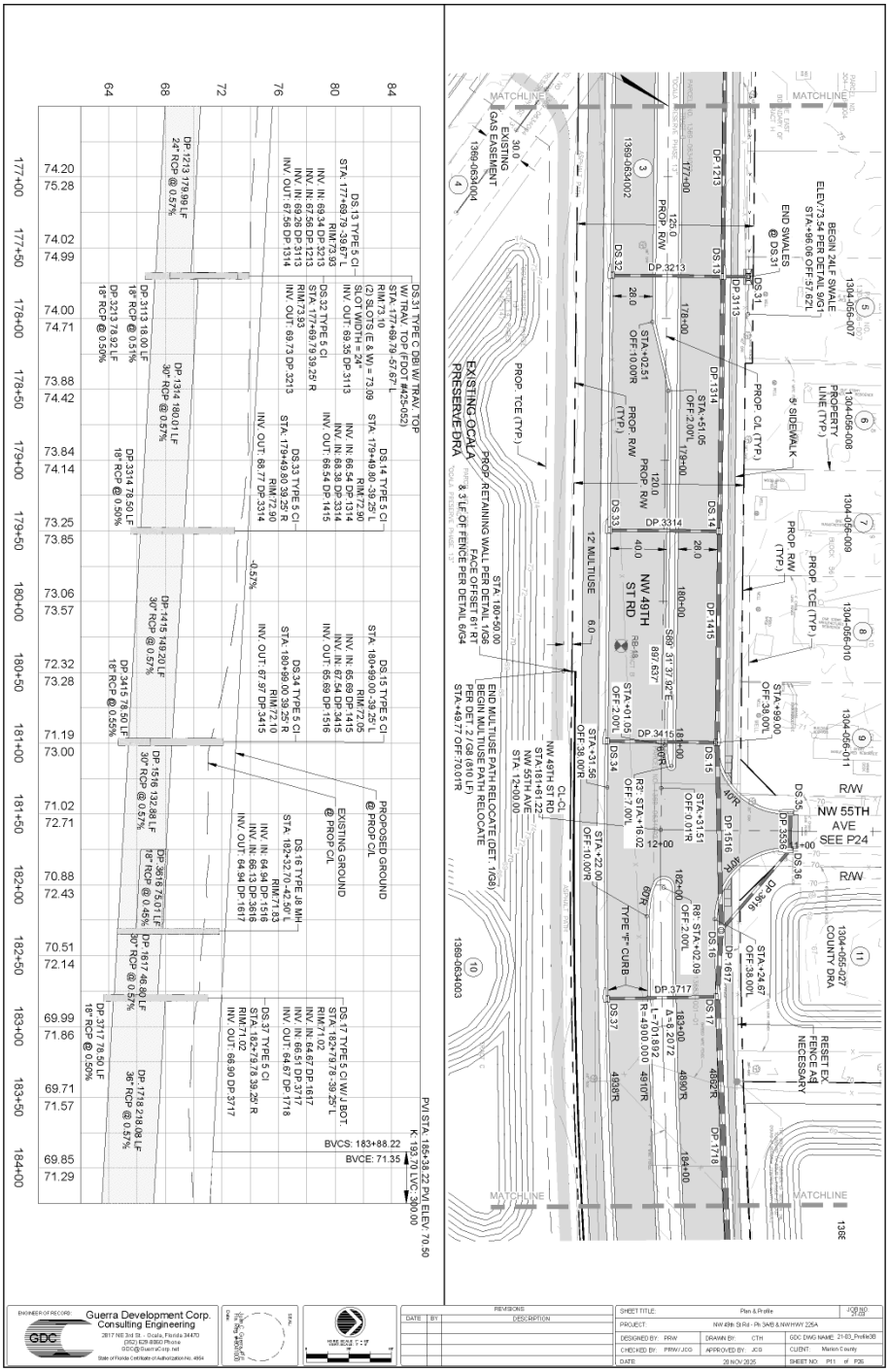


ENGINEER OF RECORD: Guerra Development Corp. Consulting Engineering
2617 NE 3rd St. - Ocala, Florida 34470
(352) 629-8380 Phone
GDC@GuerraCorp.net
State of Florida Certificate of Authorization No. 4954

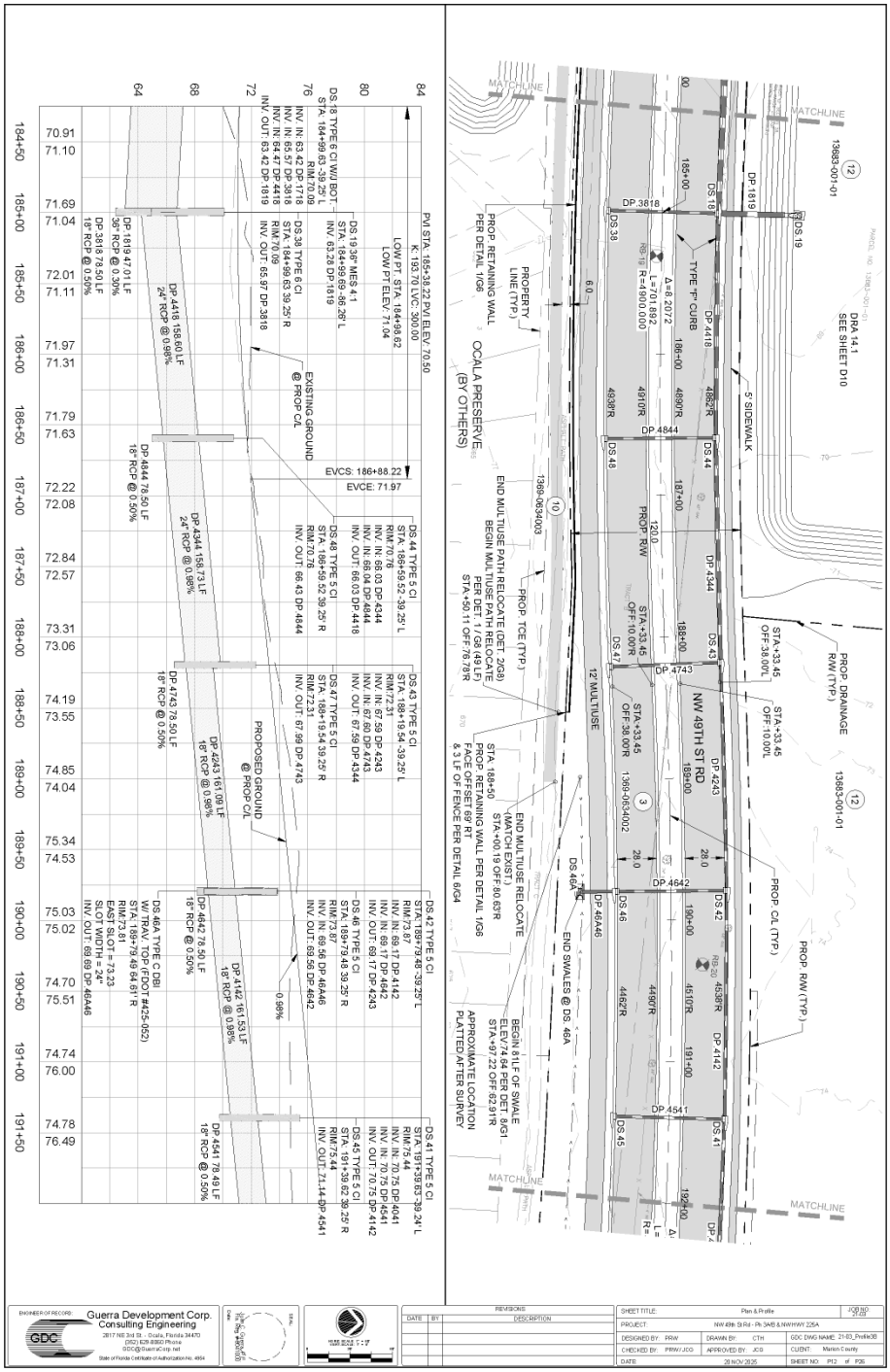
REVISIONS		
DATE	BY	DESCRIPTION

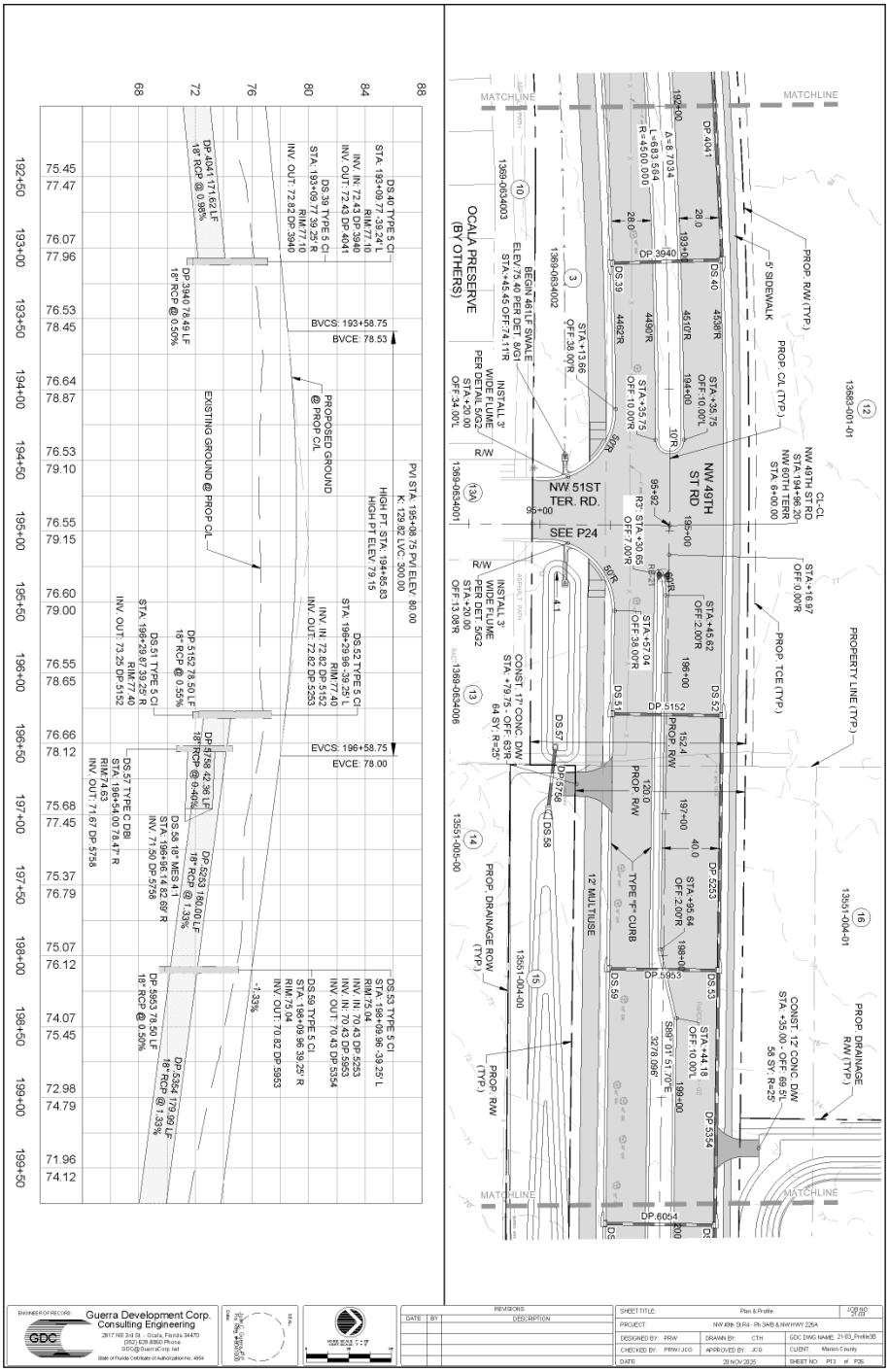
SHEET TITLE:	Plan & Profile		JOB NO. 21-03
PROJECT:	NW 49th St Rd - Ph 3MS & NW HWY 225A		
DESIGNED BY: PRW	DRAWN BY: CTH	GDC DWG NAME: 21-03_Profile38	
CHECKED BY: PRW/ JCG	APPROVED BY: JCG	CLIENT: Marion County	
DATE: 26 NOV 2025		SHEET NO: P13 of P36	

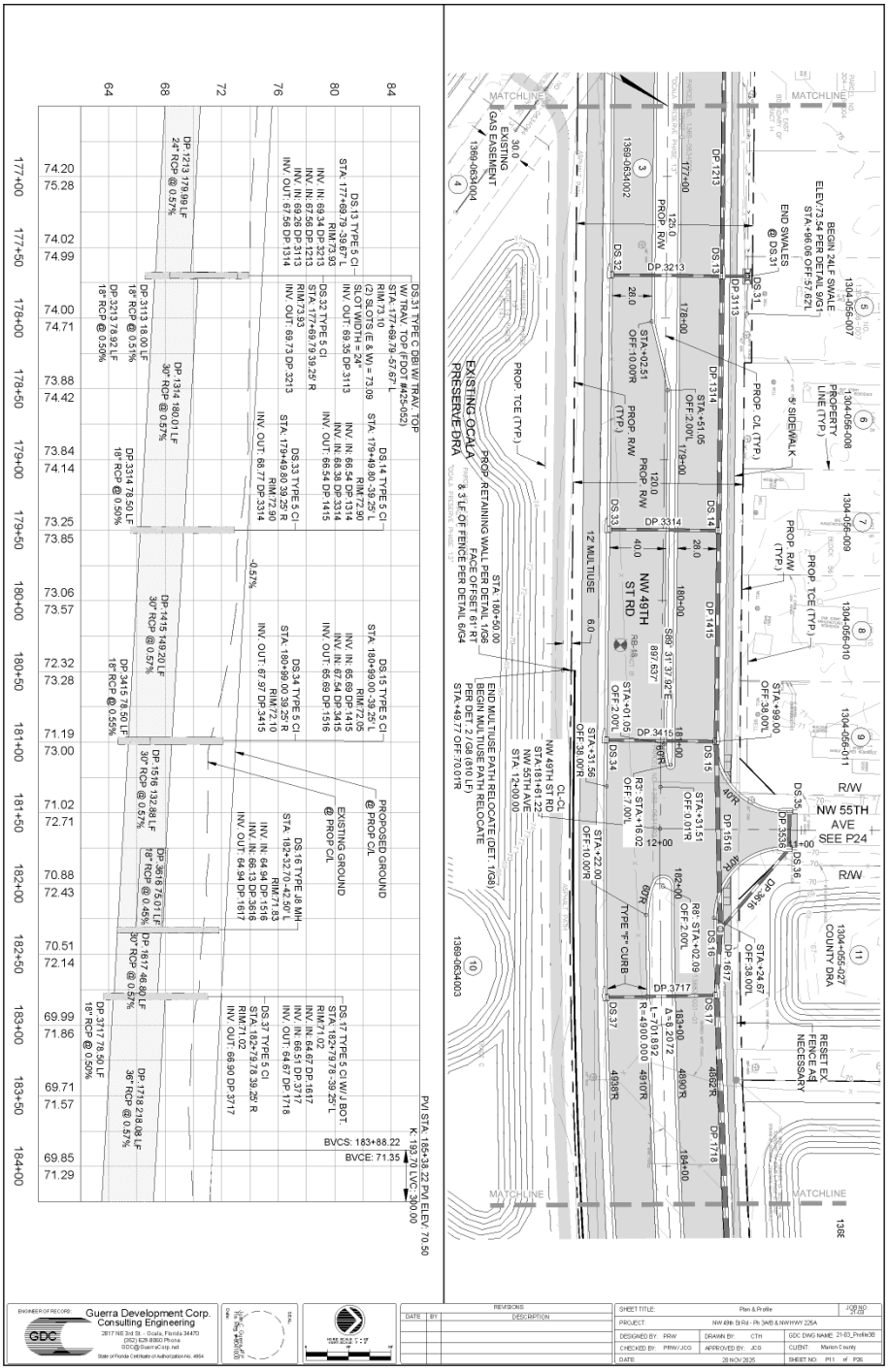
Parcel 4:


NW 49TH ST RD
NW 55TH AVE
SEE P24
PROP. RETAINING WALL PER DETAIL 1/G8
FACE OFFSET 61' RT
& 3 LF OF FENCE PER DETAIL 6/G4
EXISTING OCALA PRESERVE DRA
PROP. TCE (TYP.)
PROP. R/W (TYP.)
PROP. C/L (TYP.)
5' SIDEWALK
MATCHLINE
EXISTING GAS EASEMENT
1369-0634002
1369-0634004
1369-0634003
1304-056-007
1304-056-008
1304-056-009
1304-056-010
1304-056-011
1304-055-027
COUNTY DRA
RESET EX FENCE AS NECESSARY
DS.31 TYPE C DBU W/ TRAV. TOP
W/ TRAV. TOP (FDOT #425-052)
STA: 177+89.79 -57.67' L
RIM:73.10
(2) SLOTS (E & W) = 73.09
SLOTS WIDTH = 2"
INV. OUT: 69.35 DP:3113
DS.13 TYPE-5 CI
STA: 177+89.79 -39.67' L
INV. IN: 69.34 DP:3213
INV. IN: 67.56 DP:1213
INV. IN: 69.26 DP:3113
INV. OUT: 67.56 DP:1514
DS.32 TYPE 5 CI
STA: 177+89.79 39.25' R
RIM:73.93
INV. OUT: 69.73 DP:3213
DS.14 TYPE 5 CI
STA: 179+49.80 -80.00' L
RIM:72.90
INV. IN: 66.54 DP:1314
INV. IN: 68.38 DP:3314
INV. OUT: 66.54 DP:1415
DS.33 TYPE 5 CI
STA: 179+49.80 39.25' R
RIM:72.90
INV. OUT: 68.77 DP:3314
DS.15 TYPE 5 CI
STA: 180+99.00 -39.25' L
RIM:72.05
INV. IN: 66.69 DP:1415
INV. IN: 67.54 DP:3415
INV. OUT: 65.69 DP:1516
DS.34 TYPE 5 CI
STA: 180+99.00 39.25' R
RIM:72.10
INV. OUT: 67.97 DP:3415
PROPOSED GROUND @ PROP C/L
EXISTING GROUND @ PROP C/L
DS.16 TYPE J-8 MH
STA: 182+32.70 -42.50' L
RIM:71.83
INV. IN: 64.90 DP:1617
INV. OUT: 64.94 DP:1617
DS.17 TYPE-5 CI W/ J BOT.
STA: 182+79.78 -39.25' L
RIM:71.02
INV. IN: 64.67 DP:1617
INV. OUT: 64.67 DP:1718
DS.37 TYPE-5 CI
STA: 182+79.78 39.25' R
RIM:71.02
INV. OUT: 66.90 DP:3717
DP.1213 179.99' LF 24" RCP @ 0.57%
DP.3113 18.00' LF 18" RCP @ 0.51%
DP.3213 78.93' LF 18" RCP @ 0.50%
DP.1314 180.01' LF 30" RCP @ 0.57%
DP.3314 78.50' LF 18" RCP @ 0.50%
DP.1415 149.20' LF 30" RCP @ 0.57%
DP.3415 78.50' LF 18" RCP @ 0.55%
DP.1516 132.48' LF 30" RCP @ 0.57%
DP.3616 75.01' LF 18" RCP @ 0.45%
DP.1617 46.80' LF 30" RCP @ 0.57%
DP.3717 78.50' LF 18" RCP @ 0.50%
DP.1718 219.08' LF 36" RCP @ 0.57%
PVI STA: 169+38.22 PVI ELEV: 70.50
K: 150 LVC: 200.00
BVCS: 183+88.22
BVCE: 71.35
Guerra Development Corp.
Consulting Engineering
2617 NE 3rd St. - Ocala, Florida 34470
(352) 629-8660 Phone
SHEET TITLE: Plan & Profile
PROJECT: NW 49th St Rd - Ph 3A/B & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
CHECKED BY: PRW / JCG
APPROVED BY: JCG
DATE: 26 NOV 2025
SHEET NO.: P11 of P26

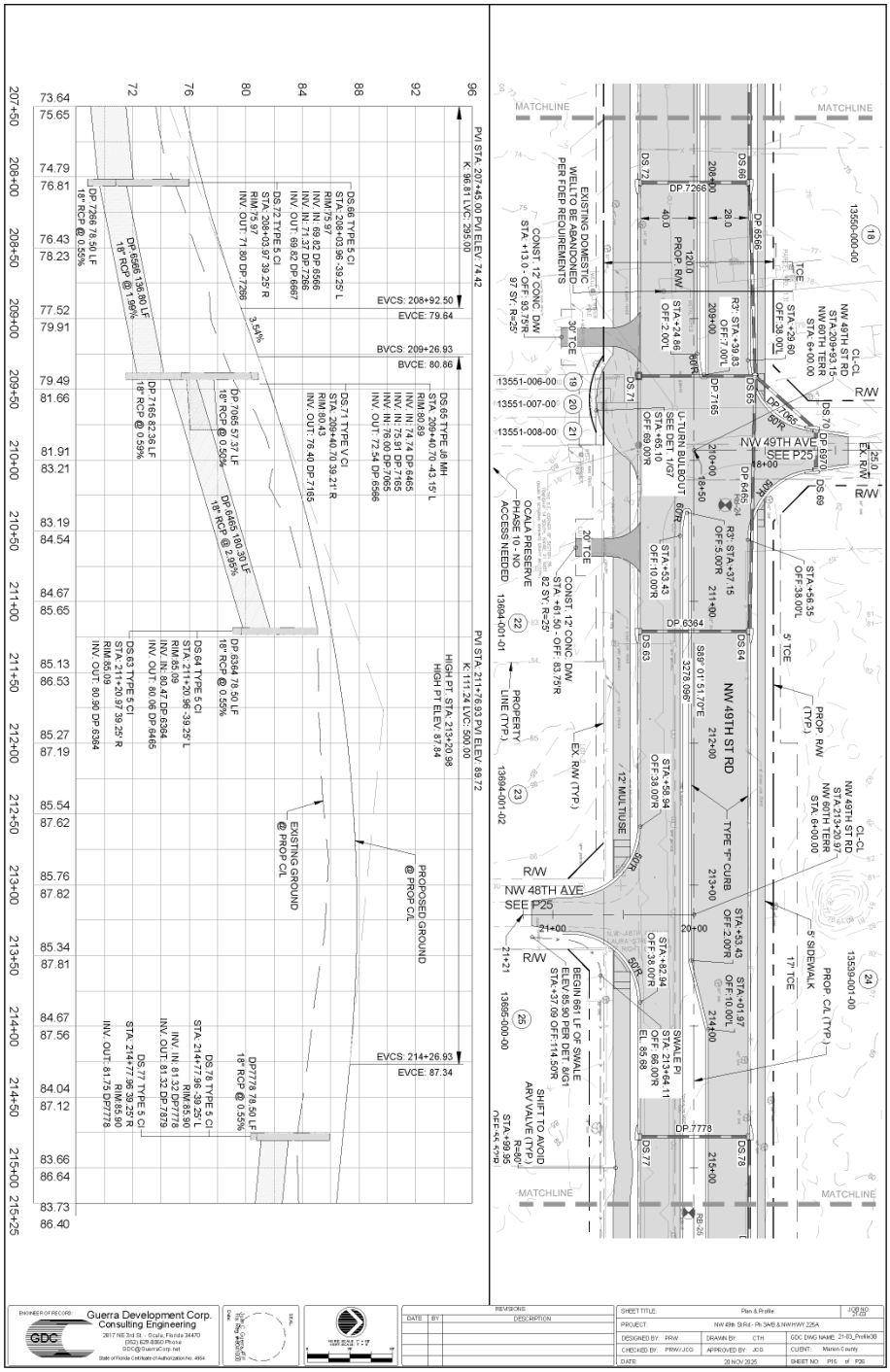
Parcel 10:


MATCHLINE
13883-001-01
DRA 14.1
SEE SHEET D10
DP 1819
DS 18
DS 19
DP.3818
DS 38
TYPE "F" CURB
DP 4418
5' SIDEWALK
PROP. DRAINAGE RW (TYP.)
PROPERTY LINE (TYP.)
PROP. RETAINING WALL PER DETAIL 1/GR
OCALA PRESERVE (BY OTHERS)
PROP. RW
DP 4844
DS 44
DS 48
DP 4344
DS 43
DP 4743
DS 47
PROP. TCE (TYP.)
END MULTIUSE PATH RELOCATE (DET. 2/G8)
BEGIN MULTIUSE PATH RELOCATE PER DET. 1 / G8 (48 LF)
STA +50.11 OFF 76.78'R
12' MULTIUSE
NW 49TH ST RD
DP 4243
DP 4642
DS 46A
DP 46A46
DS 46
DS 42
DP 4142
DS 45
DS 41
PROP C/L (TYP.)
PROP RW (TYP.)
END MULTIUSE RELOCATE (MATCH EXIST.)
STA +00.19 OFF 80.60'R
PROP. RETAINING WALL PER DETAIL 1/G6
FENCE OFFSET 69" PER 6 / G4 6 LF OF FENCE
END SWALES @ DS. 46A
BEGIN 8 LF OF SWALE ELEV 74.64 PER DET. 8/G1
STA +97.22 OFF 62.91'R
APPROXIMATE LOCATION PLATTED AFTER SURVEY
DP 4541
STA +33.45 OFF 38.00'L
STA +33.45 OFF 10.00'L
STA +33.45 OFF 10.00'R
STA +33.45 OFF 38.00'R
1389-063003
1389-063002
L=701.892
R=1900.000
Δ=8.20'2
PVI STA: 185+38.22 PVI ELEV: 70.50
K: 193.70 LVC: 300.00
LOW PT STA: 184+98.62
LOW PT ELEV: 71.04
DS.19 36" MES 4:1
STA: 184+99.89 -86.26' L
INV: 63.28 DP: 1819
DS.18 TYPE 6 CI W/U BOTT
STA: 184+99.63 -39.25' L
RIM: 70.09
INV. IN: 63.42 DP.1718
INV. IN: 65.57 DP.3818
INV. IN: 64.47 DP.4418
INV. OUT: 63.42 DP.1819
DS.38 TYPE 6 CI
STA: 184+99.63 39.25' R
RIM: 70.09
INV. OUT: 65.97 DP.3818
DP 1819 47.01 LF
36" RCP @ 0.30%
DP 3818 78.50 LF
18" RCP @ 0.50%
DP 4418 156.60 LF
24" RCP @ 0.98%
EXISTING GROUND @ PROP C/L
DP 4844 78.50 LF
18" RCP @ 0.50%
EVCS: 186+88.22
EVCE: 71.97
DS.44 TYPE 5 CI
STA: 186+59.52 -39.25' L
RIM: 70.76
INV. IN: 68.03 DP.4344
INV. IN: 68.04 DP.4844
INV. OUT: 66.03 DP.4418
DS.48 TYPE 5 CI
STA: 186+59.52 39.25' R
RIM: 70.78
INV. OUT: 66.43 DP.4844
DP 4344 156.73 LF
24" RCP @ 0.98%
DS.43 TYPE 5 CI
STA: 189+19.54 -39.25' L
RIM: 72.31
INV. IN: 67.59 DP.4243
INV. IN: 67.60 DP.4743
INV. OUT: 67.59 DP.4344
DS.47 TYPE 5 CI
STA: 189+19.54 39.25' R
RIM: 72.31
INV. OUT: 67.99 DP.4743
DP 4743 78.50 LF
18" RCP @ 0.50%
DP 4243 161.09 LF
18" RCP @ 0.98%
PROPOSED GROUND @ PROP C/L
DS.42 TYPE 5 CI
STA: 189+79.48 -39.25' L
RIM: 73.87
INV. IN: 69.17 DP.4142
INV. IN: 69.17 DP.4642
INV. OUT: 69.17 DP.4243
DS.46 TYPE 5 CI
STA: 189+79.48 39.25' R
RIM: 73.87
INV. IN: 69.56 DP.46A46
INV. OUT: 69.56 DP.4642
DP 4642 78.50 LF
18" RCP @ 0.50%
DS.46A TYPE C DBI
W/ TRAV. TOP (FDOT #425-052)
STA: 189+79.48 64.81' R
RIM: 73.81
EAST SLOT = 73.23
SLOT WIDTH = 24"
INV. OUT: 69.69 DP.46A46
DP 4142 161.53 LF
18" RCP @ 0.98%
0.99%
DS.41 TYPE 5 CI
STA: 191+39.62 -39.24' L
RIM: 75.44
INV. IN: 70.75 DP.4041
INV. IN: 70.75 DP.4541
INV. OUT: 70.75 DP.4142
DS.45 TYPE 5 CI
STA: 191+39.62 39.25' R
RIM: 75.44
INV. OUT: 71.14 DP.4541
DP 4541 78.49 LF
18" RCP @ 0.50%
184+50
185+00
185+50
186+00
186+50
187+00
187+50
188+00
188+50
189+00
189+50
190+00
190+50
191+00
191+50
Guerra Development Corp.
Consulting Engineering
2617 NE 3rd St. - Ocala, Florida 34470
(352) 629-8860 Phone
GDC@GuerraCorp.net
State of Florida Certificate of Authorization No. 4954
REVISIONS
DATE BY DESCRIPTION
SHEET TITLE: Plan & Profile
JOB NO. 21-03
PROJECT: NW 49th St Rd - Ph 3A/B & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
GDC DWG NAME: 2103_Prof#36
CHECKED BY: PRW / JCG
APPROVED BY: JCG
CLIENT: Marion County
DATE: 26 NOV 2025
SHEET NO.: P12 of P26

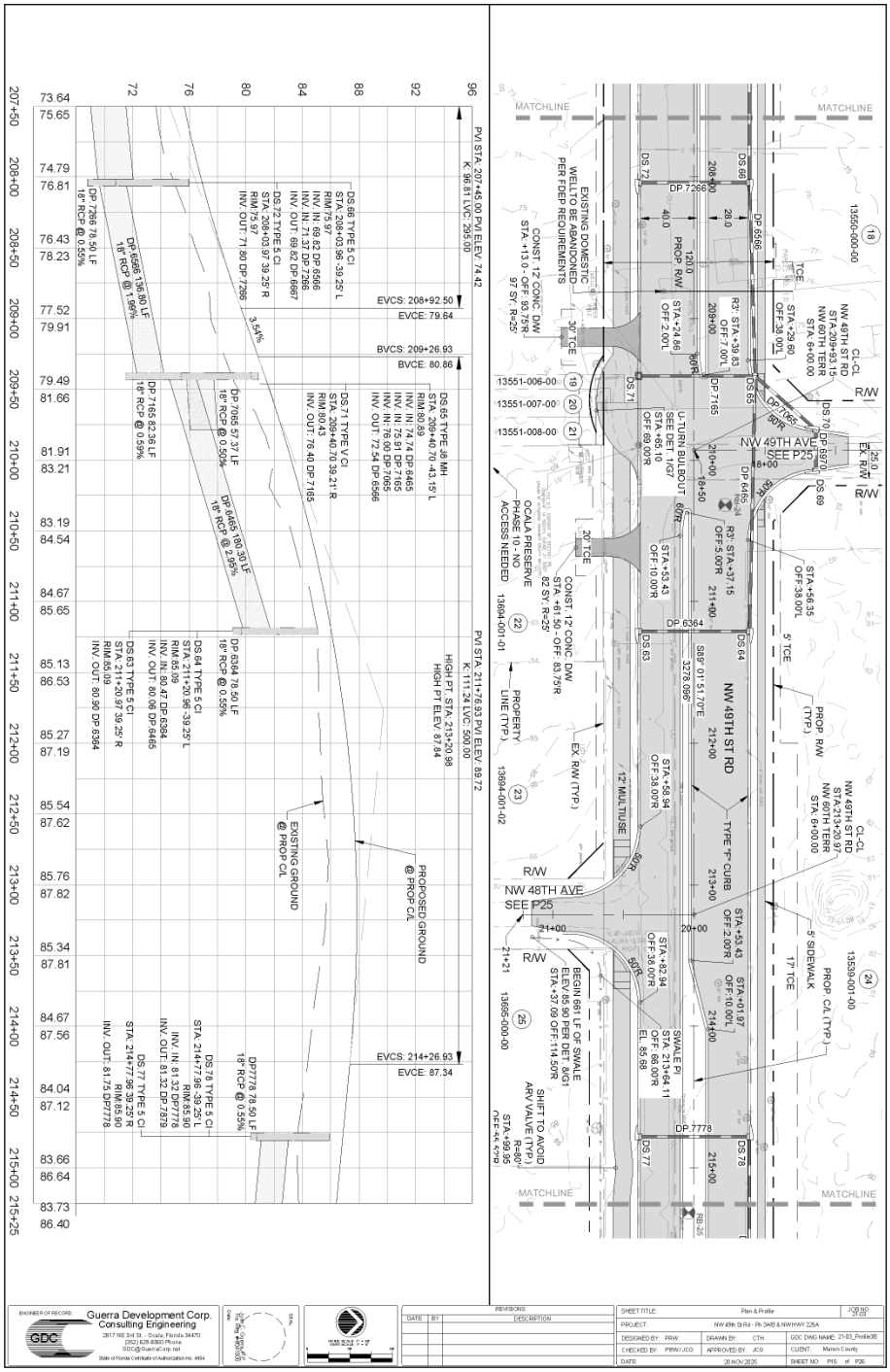

MATCHLINE
PROP. R/W (TYP.)
5' SIDEWALK
PROP. C/L (TYP.)
NW 49TH ST RD
NW 51ST TER. RD.
SEE P24
OCALA PRESERVE (BY OTHERS)
PROPERTY LINE (TYP.)
PROP. TCE (TYP.)
PROP. DRAINAGE R/W (TYP.)
PROP. DRAINAGE ROW (TYP.)
TYPE "F" CURB
12' MULTIUSE
DP 4041
DP 3940
DP 5152
DP 5758
DP 5253
DP 5953
DP 3354
DP 6054
DS.39
DS.40
DS.51
DS.52
DS.53
DS.57
DS.58
DS.59
PV STA: 195+98.75 PVI ELEV: 80.00
K: 129.92 LVC: 300.00
HIGH PT: STA: 194+85.83
HIGH PT ELEV: 79.15
EXISTING GROUND @ PROP C/L
PROPOSED GROUND @ PROP C/L
DS.40 TYPE 5 CI
STA: 193+09.77 39.24' L
RIM: 77.10
INV. IN: 72.43 DP 3940
INV. OUT: 72.43 DP 4041
DS.39 TYPE 5 CI
STA: 193+09.77 39.25' R
RIM: 77.10
INV. OUT: 72.62 DP 3940
DP 4041 177.62 LF
18" RCP @ 0.98%
DP 3940 78.49 LF
18" RCP @ 0.50%
DS.51 TYPE 5 CI
STA: 195+28.87 39.25' R
RIM: 77.40
INV. OUT: 73.25 DP 5152
DS.52 TYPE 5 CI
STA: 195+29.18 39.25' L
RIM: 77.40
INV. IN: 72.82 DP 5152
INV. OUT: 72.82 DP 5253
DP 5152 78.50 LF
18" RCP @ 0.55%
DP 5253 180.00 LF
18" RCP @ 1.33%
DS.58 18" MES 4:1
INV.: 71.50 DP 5758
DS.57 TYPE C DBI
STA: 196+54.09 78.47' R
RIM: 74.63
INV. OUT: 71.67 DP 5758
DP 5758 42.36 LF
18" RCP @ 0.40%
DS.53 TYPE 5 CI
STA: 199+09.96 39.25' L
RIM: 75.04
INV. IN: 70.43 DP 5253
INV. IN: 70.43 DP 5953
INV. OUT: 70.43 DP 3354
DS.59 TYPE 5 CI
STA: 199+09.96 39.25' R
RIM: 75.04
INV. OUT: 70.82 DP 5953
DP 5953 78.50 LF
18" RCP @ 0.50%
DP 5354 179.99 LF
18" RCP @ 1.33%
-1.33%
BVCS: 193+58.75
BVCE: 78.53
EVCS: 196+58.75
EVCE: 78.00
192+50
193+00
193+50
194+00
194+50
195+00
195+50
196+00
196+50
197+00
197+50
198+00
198+50
199+00
199+50
88
84
80
76
72
68
75.45
77.47
76.07
77.96
76.53
78.45
76.64
78.87
76.53
79.10
76.55
79.15
76.60
79.00
76.55
78.65
76.66
78.12
75.68
77.45
75.37
76.79
75.07
76.12
74.07
75.45
72.98
74.79
71.96
74.12
ENGINEER OF RECORD:
Guerra Development Corp. Consulting Engineering
2617 NE 3rd St. - Ocala, Florida 34470
(352) 629-8380 Phone
GDC@GuerraCorp.net
State of Florida Certificate of Authorization No. 4954
GDC
REVISIONS
DATE | BY | DESCRIPTION
SHEET TITLE: Plan & Profile
JOB NO. 21-03
PROJECT: NW 49th St Rd - Ph 3MS & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
GDC DWG NAME: 21-03_Profile38
CHECKED BY: PRW/ JCG
APPROVED BY: JCG
CLIENT: Marion County
DATE: 26 NOV 2025
SHEET NO: P13 of P26


MATCHLINE
NW 55TH AVE SEE P24
R/W
NW 49TH ST RD
PROP TCE (TYP.)
PROP R/W (TYP.)
PROP CL (TYP.)
5' SIDEWALK
EXISTING OCALA PRESERVE DRA
PROP. RETAINING WALL PER DETAIL 1/G6 & 3 LF OF FENCE PER DETAIL 6/G4
12' MULTIUSE
END MULTIUSE PATH RELOCATE PER DET. 1/G8 (610 LF)
RESET EX FENCE AS NECESSARY
TYPE "F" CURB
DS.31 TYPE C DBI W/ TRAV. TOP
DS.32 TYPE 5 CI
DS.33 TYPE 5 CI
DS.14 TYPE 5 CI
DS.15 TYPE 5 CI
DS.34 TYPE 5 CI
DS.16 TYPE J8 MH
DS.17 TYPE C I W/ J BOT.
DS.37 TYPE 5 CI
PROPOSED GROUND @ PROP CL
EXISTING GROUND @ PROP CL
PVI STA: 185+38.22 PVI ELEV: 70.50
K: 152.0 LVC: 300.00
BVCS: 183+88.22
BVCE: 71.35
177+00
177+50
178+00
178+50
179+00
179+50
180+00
180+50
181+00
181+50
182+00
182+50
183+00
183+50
184+00
74.20
75.28
74.02
74.99
74.00
74.71
73.88
74.42
73.84
74.14
73.25
73.85
73.06
73.57
72.32
73.28
71.19
73.00
71.02
72.71
70.88
72.43
70.51
72.14
69.99
71.86
69.71
71.57
69.85
71.29
-0.57%
ENGINEER OF RECORD:
Guerra Development Corp. Consulting Engineering
2617 NE 3rd St. - Ocala, Florida 34470
(352) 629-8380 Phone
GDC@GuerraCorp.net
State of Florida Certificate of Authorization No. 4954
REVISIONS
DATE
BY
DESCRIPTION
SHEET TITLE: Plan & Profile
JOB NO. 21-03
PROJECT: NW 49th St Rd - Ph 3MS & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
GDC DWG NAME: 21-03_Profile3B
CHECKED BY: PRW/ JCG
APPROVED BY: JCG
CLIENT: Marion County
DATE: 26 NOV 2025
SHEET NO: P11 of P26

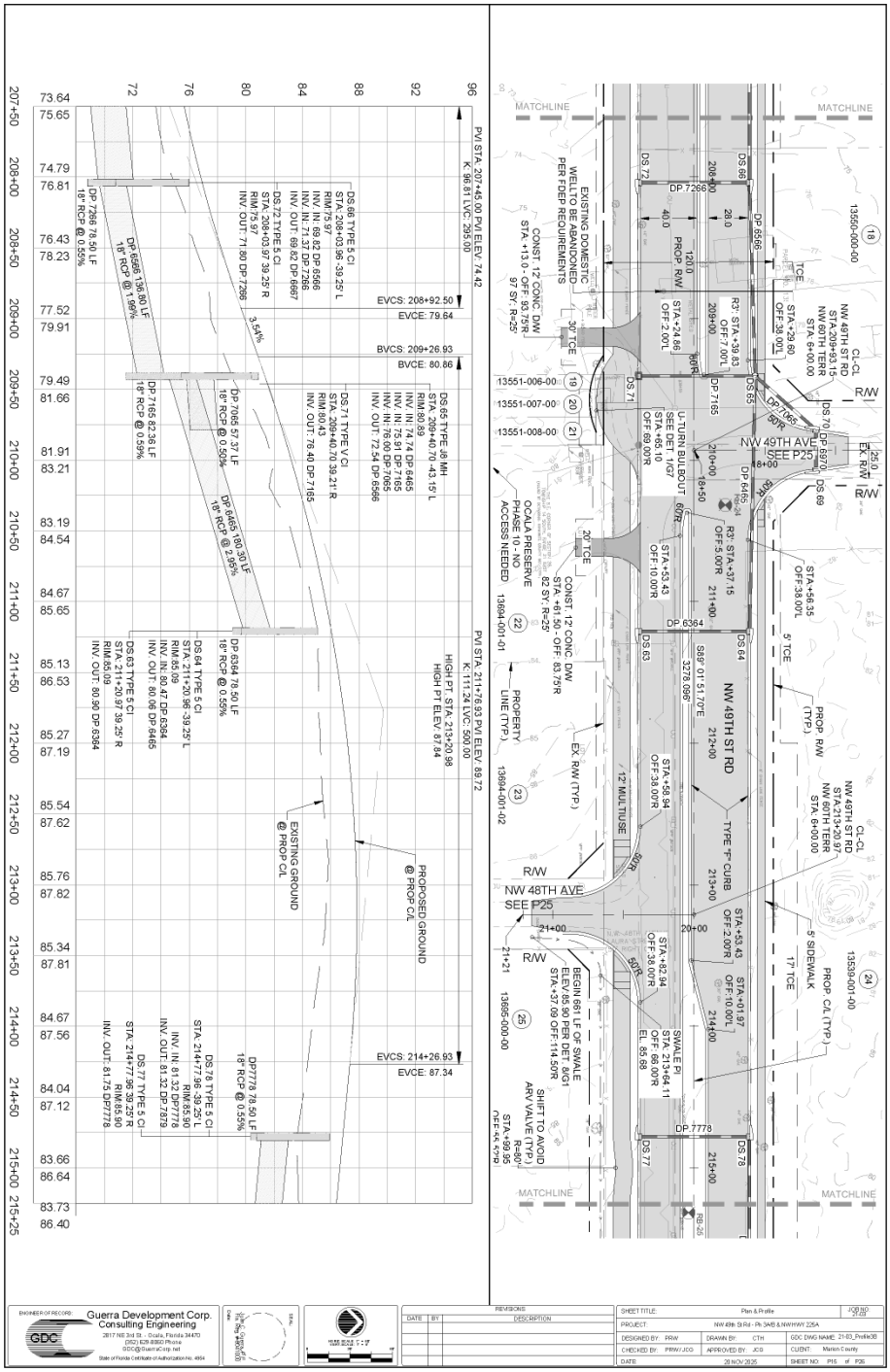
Parcel 19:


NW 49TH ST RD
NW 48TH AVE
SEE P25
NW 49TH AVE
SEE P25
PROP. R/W
EX. R/W (TYP.)
PROPERTY LINE (TYP.)
12" MULTIUSE
TYPE "F" CURB
PROP. C/L (TYP.)
5' SIDEWALK
17' TCE
5' TCE
20' TCE
30' TCE
U-TURN BULBOUT SEE DET. 1/C7
OCALA PRESERVE PHASE 10 - NO ACCESS NEEDED
EXISTING DOMESTIC WELL TO BE ABANDONED PER FDEP REQUIREMENTS
CONST. 12' CONC. D/W STA +13.01 OFF 93.75'R 97 SY; R=25'
CONST. 12' CONC. D/W STA +61.50 - OFF. 83.75'R 82 SY; R=25'
SHIFT TO AVOID ARV VALVE (TYP.) R=80'
BEGIN 668 LF OF SWALE ELEV=88.90 PER DET. A/C1 STA +37.09 OFF 114.50'R
SWALE PI STA: 213+64.11 OFF: 88.00'R EL: 85.89
MATCHLINE
MATCHLINE
MATCHLINE
MATCHLINE
DP.7268
DP.7165
DP.6566
DP.6364
DP.7778
DS.63
DS.64
DS.65
DS.66
DS.70
DS.71
DS.72
DS.77
DS.78
PVI STA: 207+45.00 PVI ELEV: 74.42
K: 96.81 LVC: 295.00
PVI STA: 211+76.93 PVI ELEV: 89.72
K: 111.24 LVC: 500.00
EVCS: 208+92.50
EVCE: 79.64
BVCS: 209+26.93
BVCE: 80.86
EVCS: 214+26.93
EVCE: 87.34
HIGH PT. STA: 213+20.98
HIGH PT ELEV: 87.84
EXISTING GROUND @ PROP C/L
PROPOSED GROUND @ PROP C/L
DP 7268 78.50 LF 18" RCP @ 0.55%
DP 6566 136.80 LF 18" RCP @ 1.99%
DP 7165 82.36 LF 18" RCP @ 0.59%
DP 7065 57.37 LF 18" RCP @ 0.50%
DP 6465 160.90 LF 18" RCP @ 2.65%
DP 6364 78.50 LF 18" RCP @ 0.55%
DP7778 78.50 LF 18" RCP @ 0.55%
DS.66 TYPE S CI
STA: 208+03.96 -39.25' L
RIM:75.97
INV. IN: 69.82 DP.6566
INV. OUT: 69.82 DP.6667
DS.72 TYPE S CI
STA: 208+03.97 39.25' R
RIM:75.97
INV. OUT: 71.60 DP.7268
DS.71 TYPE V CI
STA: 208+40.70 39.21' R
RIM:80.43
INV. OUT: 76.40 DP.7165
DS.65 TYPE 4R MH
STA: 209+40.70 -43.15' L
RIM:80.89
INV. IN: 74.74 DP.6465
INV. IN: 75.91 DP.7165
INV. IN: 76.69 DP.7065
INV. OUT: 72.34 DP.6566
DS.64 TYPE 5 CI
STA: 211+20.96 -39.25' L
RIM:85.09
INV. IN: 80.47 DP.6364
INV. OUT: 80.06 DP.6465
DS.63 TYPE 5 CI
STA: 211+20.97 39.25' R
RIM:85.09
INV. OUT: 80.90 DP.6364
DS.78 TYPE 5 CI
STA: 214+77.96 -39.25' L
RIM:85.90
INV. IN: 81.32 DP7778
INV. OUT: 81.32 DP.7379
DS.77 TYPE 5 CI
STA: 214+77.98 39.25' R
RIM:85.90
INV. OUT: 81.75 DP7778
Guerra Development Corp.
Consulting Engineering
2617 NE 3rd St. - Ocala, Florida 34470
(352) 629-8560 Phone
SHEET TITLE: Plan & Profile
PROJECT: NW 49th St Rd - Ph 3A/B & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
CHECKED BY: PRW/ JCG
APPROVED BY: JCG
DATE: 28 NOV 2025
SHEET NO.: P15 of P26

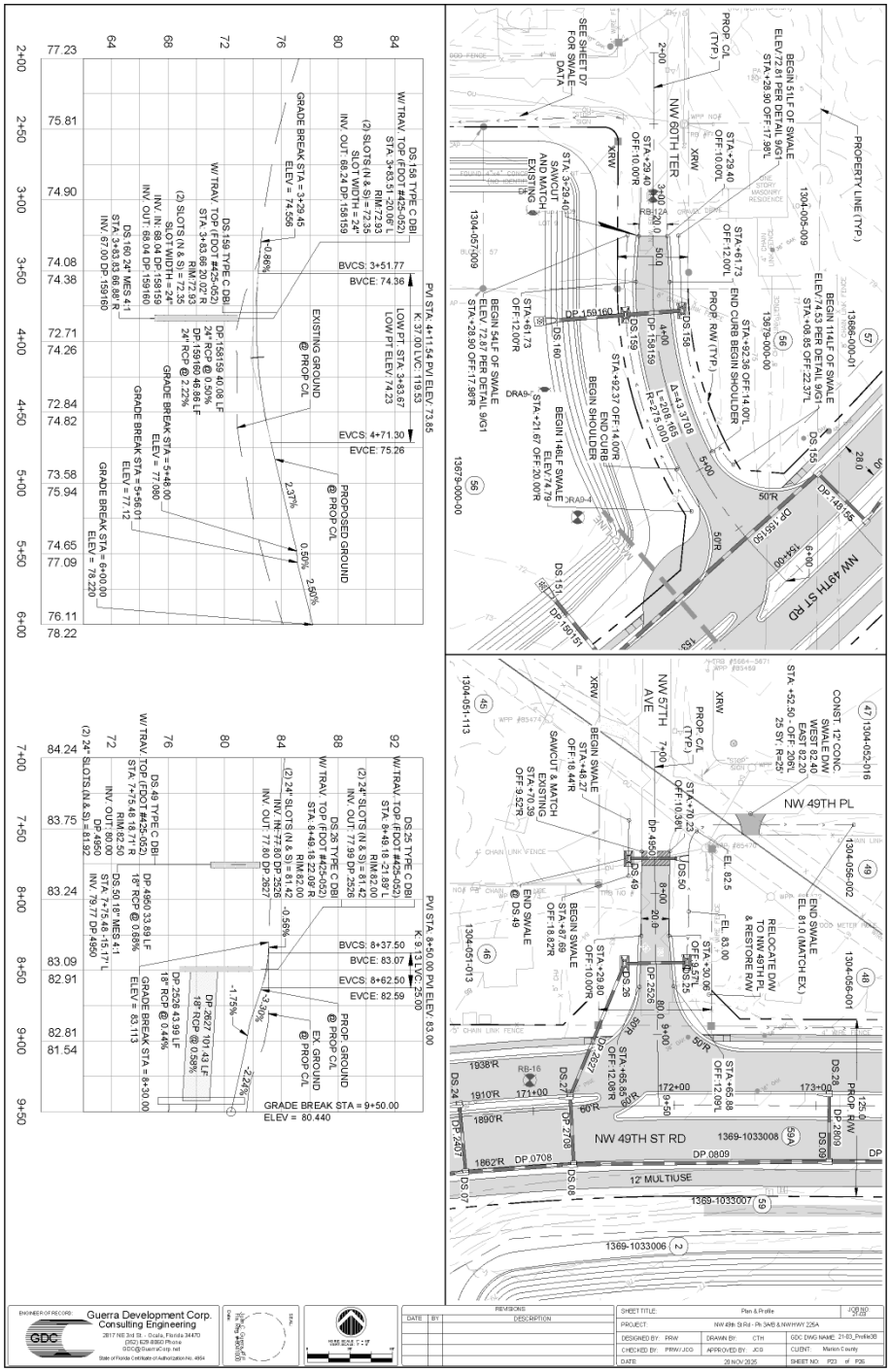
Parcel 20:


MATCHLINE
MATCHLINE
NW 49TH ST RD
NW 49TH AVE
SEE P25
NW 48TH AVE
SEE P25
NW 49TH ST RD
PROP. R/W
PROP. C/L (TYP.)
5' SIDEWALK
17' TCE
5' TCE
20' TCE
30' TCE
EXISTING DOMESTIC WELLTO BE ABANDONED PER FDEP REQUIREMENTS
OCALA PRESERVE PHASE 10 - NO ACCESS NEEDED
U-TURN BULBOUT SEE DET. 1/C7
TYPE "F" CURB
SWALE PI
SHIFT TO AVOID ARV VALVE (TYP.)
PROPERTY LINE (TYP.)
EX R/W (TYP.)
12" MULTIUSE
DP.7268
DP.8566
DP.7165
DP.8465
DP.6364
DP.7778
DS.63
DS.64
DS.65
DS.66
DS.70
DS.71
DS.72
DS.77
DS.78
13550-000-00
13551-006-00
13551-007-00
13551-008-00
13694-001-01
13694-001-02
13695-000-00
13559-001-00
PVI STA: 207+45.00 PVI ELEV: 74.42
K: 96.81 LVC: 295.00
PVI STA: 211+76.93 PVI ELEV: 89.72
K: 111.24 LVC: 500.00
EVCS: 208+92.50
EVCE: 79.64
BVCS: 209+26.93
BVCE: 80.86
EVCS: 214+26.93
EVCE: 87.34
HIGH PT. STA: 213+20.98
HIGH PT ELEV: 87.84
EXISTING GROUND @ PROP C/L
PROPOSED GROUND @ PROP C/L
DS.66 TYPE S CI
STA: 208+03.96 -39.25' L
RIM:75.97
INV. IN: 69.82 DP.8566
INV. OUT: 69.82 DP.8667
DS.71 TYPE V CI
STA: 208+40.70 39.21' R
RIM:80.43
INV. OUT: 76.40 DP.7165
DS.64 TYPE S CI
STA: 211+20.96 -39.25' L
RIM:85.09
INV. IN: 80.47 DP.6364
INV. OUT: 80.06 DP.6465
DS.63 TYPE S CI
STA: 211+20.97 39.25' R
RIM:85.09
INV. OUT: 80.90 DP.6364
DS.78 TYPE S CI
STA: 214+77.98 -39.25' L
RIM:85.90
INV. IN: 81.32 DP7778
INV. OUT: 81.32 DP.7879
DS.77 TYPE S CI
STA: 214+77.98 39.25' R
RIM:85.90
INV. OUT: 81.75 DP7778
DP.7266 78.50 LF 18" RCP @ 0.55%
DP.8566 136.80 LF 18" RCP @ 1.99%
DP.7165 82.36 LF 18" RCP @ 0.59%
DP.8465 180.90 LF 18" RCP @ 2.05%
DP.7065 57.37 LF 18" RCP @ 0.50%
DP.6364 78.50 LF 18" RCP @ 0.55%
DP7778 78.50 LF 18" RCP @ 0.55%
3.54%
REGIM (681 LF OF SWALE ELEV.88.90 PER DET. AVC1 STA:+37.09 OFF:114.50'R
Guerra Development Corp.
Consulting Engineering
2617 NE 3rd St. - Ocala, Florida 34470
(352) 629-8560 Phone
GDC
Plan & Profile
NW 49th St Rd - Ph 3A/B & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
CHECKED BY: PRW/ JCG
APPROVED BY: JCG
DATE: 28 NOV 2025
SHEET NO.: P15 of P26

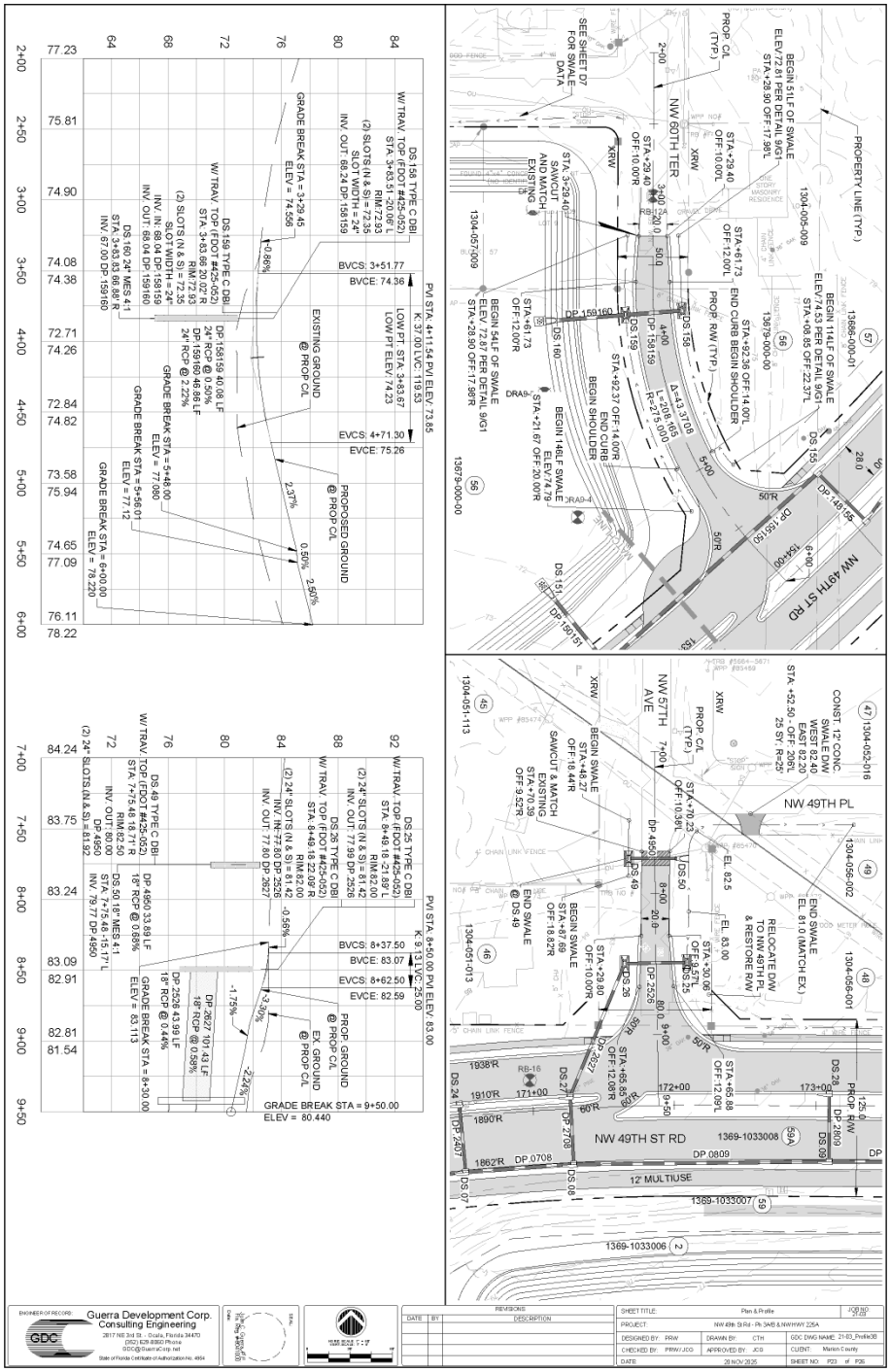
Parcel 21:


MATCHLINE
MATCHLINE
NW 49TH ST RD
NW 49TH AVE
SEE P25
NW 48TH AVE
SEE P25
PROP. R/W
PROP. C/L (TYP.)
EX. R/W (TYP.)
PROPERTY LINE (TYP.)
5' SIDEWALK
17' TCE
20' TCE
5' TCE
12" MULTIUSE
TYPE "F" CURB
EXISTING DOMESTIC WELL TO BE ABANDONED PER FDEP REQUIREMENTS
OCALA PRESERVE PHASE 10 - NO ACCESS NEEDED
U-TURN BULBOUT SEE DET. 1/C7
SHIFT TO AVOID ARV VALVE (TYP.)
BEGIN 668 LF OF SWALE ELEV=85.90 PER DET. A/C1
SWALE PI
EXISTING GROUND @ PROP C/L
PROPOSED GROUND @ PROP C/L
PVI STA: 207+45.00 PVI ELEV: 74.42
K: 96.81 LVC: 295.00
PVI STA: 211+76.93 PVI ELEV: 89.72
K: 111.24 LVC: 500.00
EVCS: 208+92.50
EVCE: 79.64
BVCS: 209+26.93
BVCE: 80.86
EVCS: 214+26.93
EVCE: 87.34
DS.66 TYPE S CI
STA: 208+03.96 -39.25' L
RIM/75.97
INV. IN: 69.82 DP.8586
INV. OUT: 69.82 DP.8667
DS.71 TYPE V CI
STA: 208+40.70 39.21' R
RIM/80.43
INV. OUT: 76.40 DP.7165
DS.64 TYPE S CI
STA: 209+40.70 -43.15' L
RIM/80.89
INV. IN: 74.74 DP.8465
INV. IN: 75.91 DP.7165
INV. IN: 69.82 DP.8586
INV. OUT: 72.34 DP.8586
DS.77 TYPE S CI
STA: 214+77.98 -39.25' L
RIM/85.90
INV. OUT: 81.75 DP7778
DS.78 TYPE S CI
STA: 214+77.98 -39.25' L
RIM/85.90
INV. IN: 81.32 DP7778
INV. OUT: 81.32 DP.7879
DS.63 TYPE S CI
STA: 211+20.97 39.25' R
RIM/85.09
INV. OUT: 80.90 DP.8384
DS.64 TYPE S CI
STA: 211+20.96 -39.25' L
RIM/85.09
INV. IN: 80.47 DP.8384
INV. OUT: 80.06 DP.8465
DS.72 TYPE S CI
STA: 208+03.97 39.25' R
RIM/75.97
INV. OUT: 71.60 DP.7266
DP.7266 78.50 LF 18" RCP @ 0.55%
DP.8586 136.80 LF 18" RCP @ 1.99%
DP.7165 82.36 LF 18" RCP @ 0.59%
DP.8465 180.90 LF 18" RCP @ 2.05%
DP.7065 57.37 LF 18" RCP @ 0.50%
DP.8364 78.50 LF 18" RCP @ 0.55%
DP7778 78.50 LF 18" RCP @ 0.55%
3.54%
Guerra Development Corp.
Consulting Engineering
GDC
2817 NE 3rd St. - Ocala, Florida 34470
(352) 629-8560 Phone
SHEET TITLE: Plan & Profile
PROJECT: NW 49th St Rd - Ph 3A/B & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
CHECKED BY: PRW / JCG
APPROVED BY: JCG
DATE: 28 NOV 2025
SHEET NO.: P15 of P26

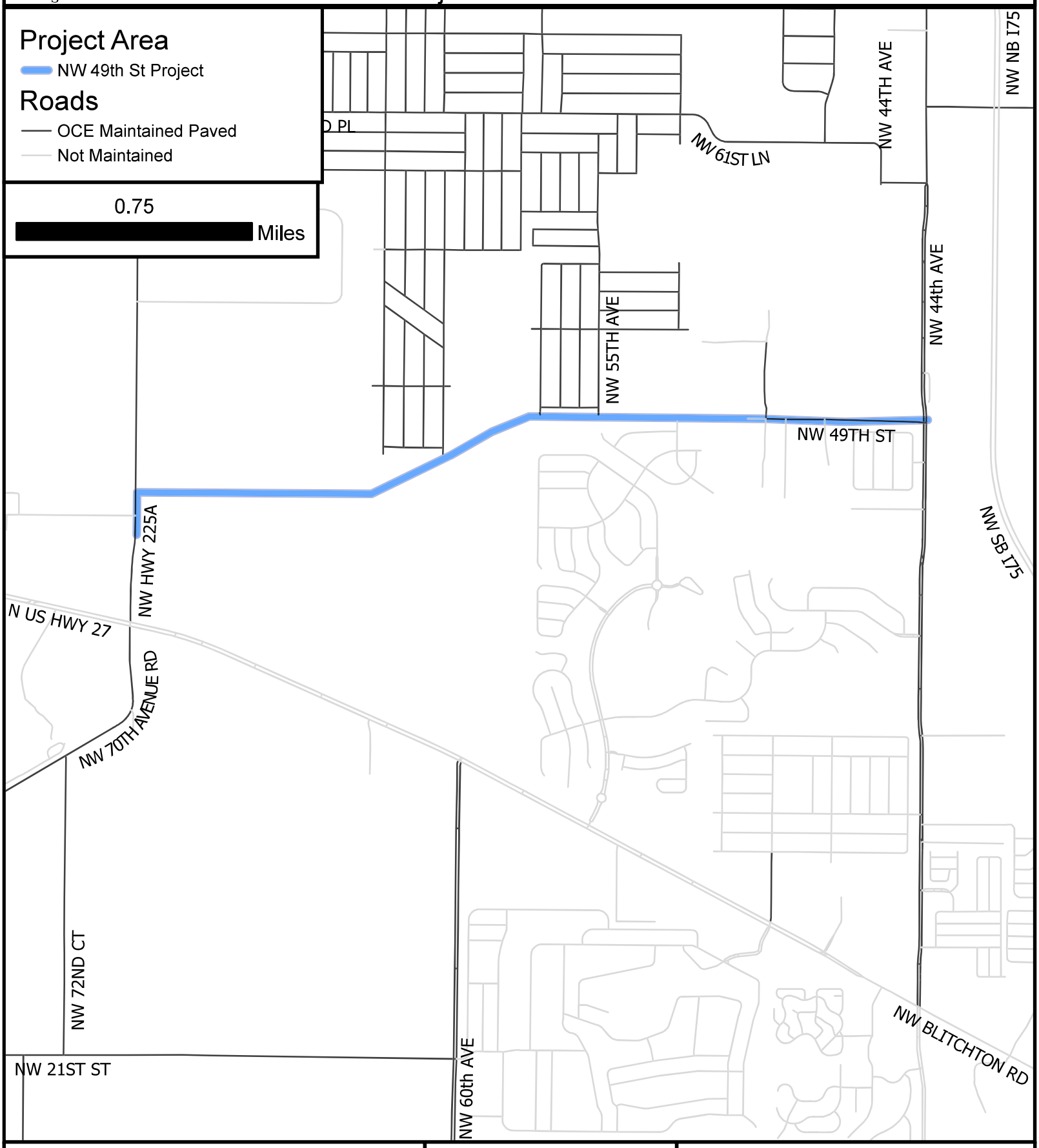
Parcel 59:


PROPERTY LINE (TYP.)
NW 60TH TER
NW 49TH ST RD
NW 49TH PL
NW 57TH AVE
12' MULTIUSE
DS 155
DS 156
DS 159
DS 160
DS 49
DS 50
DS 26
DS 27
DS 24
DS 07
DS 08
DS 09
DP 150160
DP 150159
DP 150158
DP 150151
DP 4950
DP 2526
DP 2827
DP 2709
DP 0708
DP 0809
DP 2809
DRA9
DRA9-1
1369-000-00
1369-1033008
1369-1033007
1369-1033006
1304-005-009
1304-057-009
1304-051-113
1304-052-016
1304-056-002
1304-056-001
SEE SHEET D7 FOR SWALE DATA
BEGIN 51LF OF SWALE ELEV.72.81 PER DETAIL 9/G1 STA.+28.90 OFF.17.98'L
BEGIN 114LF OF SWALE ELEV.74.53 PER DETAIL 9/G1 STA.+08.85 OFF.22.37'L
BEGIN 84LF OF SWALE ELEV.77.47 PER DETAIL 9/G1 STA.+28.90 OFF.17.88'R
BEGIN 148LF SWALE ELEV.74.19
STA.+92.37 OFF.14.00'R BEGIN SHOULDER
STA.+92.36 OFF.14.00'L END CURB BEGIN SHOULDER
PROP. R/W (TYP.)
PROP. C/L (TYP.)
STA.+61.73 OFF.12.00'L
STA.+61.73 OFF.12.00'R
STA.+29.40 OFF.10.00'L
STA.+29.40 OFF.10.00'R
STA. 3+29.40 SAWCUT AND MATCH EXISTING
BEGIN SWALE STA.+48.27 OFF.18.44'R
SAWCUT & MATCH EXISTING STA.+70.39 OFF.9.52'R
STA.+70.23 OFF.10.36'L
BEGIN SWALE STA.+87.89 OFF.18.82'R
STA.+29.90 OFF.10.00'R
STA.+30.08 OFF.9.71'L
RELOCATE D/W TO NW 49TH PL & RESTORE R/W
END SWALE @ DS.49
END SWALE EL. 81.0 (MATCH EX.)
CONST. 12' CONC. SWALE D/W WEST 82.40 EAST 82.20 25 SY. R=25'
STA.+52.50 - OFF. 20'R, 25 SY. R=25'
STA.+65.85 OFF.12.08'R
STA.+65.89 OFF.12.09'L
EL. 82.5
EL. 83.00
W/ TRAV. TOP (FDOT #425-052) STA. 3+83.66 20.02'R RIM:72.93
(2) SLOTS (N & S) = 72.35
SLOT WIDTH = 24"
INV. IN: 69.04 DP: 159160
INV. OUT: 68.04 DP: 159159
DS 160 24" MES 4:1 STA: 3+83.51 20.06'L INV: 67.00 DP: 159166
DP: 158159 40.08 LF 24" RCP @ 0.50%
DP: 159160 84.21 LF 24" RCP @ 2.22%
GRADE BREAK STA = 3+29.45 ELEV = 74.558
GRADE BREAK STA = 5+48.00 ELEV = 77.080
GRADE BREAK STA = 5+56.01 ELEV = 77.12
GRADE BREAK STA = 6+00.00 ELEV = 78.220
EXISTING GROUND @ PROP C/L
PROPOSED GROUND @ PROP C/L
BVCS: 3+51.77
BVCE: 74.36
EVCS: 4+71.30
EVCE: 75.26
PVI STA: 4+11.54 PVI ELEV: 73.85
K: 37.00 LVC: 119.53
LOW PT. STA: 3+83.57
LOW PT ELEV: 74.23
W/ TRAV. TOP (FDOT #425-052) STA: 7+75.48 18.71'R RIM:82.50
(2) 24" SLOTS (N & S) = 81.92
INV. OUT: 80.00 DP: 4950
DS 49 TYPE C DBI
DP 4950 33.89 LF 18" RCP @ 0.86%
DS 50 18" MES 4:1 STA: 7+75.48 18.17'L INV: 79.77 DP 4950
W/ TRAV. TOP (FDOT #425-052) STA: 8+49.18 21.89'L RIM:82.00
(2) 24" SLOTS (N & S) = 81.42
INV. OUT: 77.99 DP: 2526
DS 26 TYPE C DBI
DP 2526 43.99 LF 18" RCP @ 0.44%
DP 2827 101.43 LF 18" RCP @ 0.58%
DS 25 TYPE C DBI STA: 8+49.18 21.89'L RIM:82.00
(2) 24" SLOTS (N & S) = 81.42
INV. IN: 77.80 DP: 2526
INV. OUT: 77.00 DP: 2827
BVCS: 8+37.50
BVCE: 83.07
EVCS: 8+62.50
EVCE: 82.59
PVI STA: 8+50.00 PVI ELEV: 83.00
K: 9.13 LVC: 25.00
PROP GROUND @ PROP C/L
EX. GROUND @ PROP C/L
GRADE BREAK STA = 8+30.00 ELEV = 83.113
GRADE BREAK STA = 9+50.00 ELEV = 80.440
Guerra Development Corp. Consulting Engineering
2817 NE 3rd St. - Ocala, Florida 34470
(352) 629-8860 Phone
SHEET TITLE: Plan & Profile
PROJECT: NW 49th St Rd - Ph 3A/B & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
CHECKED BY: PRW/ JCG
APPROVED BY: JCG
DATE: 26 NOV 2025
CLIENT: Marion County
SHEET NO.: P23 of P26

Parcel 59A:


PROPERTY LINE (TYP.)
NW 60TH TER
NW 49TH ST RD
NW 49TH PL
NW 57TH AVE
12' MULTIUSE
1369-1033008 59A
1369-1033007 59
1369-1033006 2
PROP. R/W
PROP. C/L (TYP.)
PROP. RW (TYP.)
SEE SHEET D7 FOR SWALE DATA
BEGIN 51LF OF SWALE ELEV 72.81 PER DETAIL 9/G1 STA 1+28.90 OFF 17.38'L
BEGIN 114LF OF SWALE ELEV 74.53 PER DETAIL 9/G1 STA 1+08.85 OFF 22.37'L
BEGIN 84LF OF SWALE ELEV 77.47 PER DETAIL 9/G1 STA 1+28.90 OFF 17.88'R
BEGIN 148LF SWALE ELEV 74.19
END CURB BEGIN SHOULDER
STA 1+92.36 OFF 14.00'L
STA 1+92.37 OFF 14.00'R
STA 3+29.40 SAWCUT AND MATCH EXISTING
STA 3+29.40 OFF 10.00'R
STA 3+29.40 OFF 10.00'L
STA 4+61.73 OFF 12.00'L
STA 4+61.73 OFF 12.00'R
STA 2+21.67 OFF 20.00'R
Δ=43.3708
L=208.165
R=275.000
CONST 12' CONC SWALE D/W WEST 82.40 EAST 82.20 25 SY - OFF. 2@L 25 SY - R-25'
BEGIN SWALE STA 7+48.27 OFF 18.44'R
SAWCUT & MATCH EXISTING STA 7+70.39 OFF 9.52'R
STA 7+70.23 OFF 10.36'L
BEGIN SWALE STA 7+87.89 OFF 18.82'R
END SWALE @ DS 49
END SWALE EL 81.0 (MATCH EX.)
RELOCATE D/W TO NW 49TH PL & RESTORE R/W
STA 7+29.90 OFF 10.00'R
STA 7+30.08 OFF 9.57'L
STA 7+65.85 OFF 12.08'R
STA 7+65.89 OFF 12.09'L
1304-005-009
1304-057-009
1304-051-113
1304-052-016
1304-056-002
1304-056-001
13879-000-00
13886-000-01
DS 155
DS 156
DS 159
DS 160
DS 151
DS 49
DS 50
DS 26
DS 27
DS 24
DS 07
DS 08
DS 09
DP 1501
DP 1502
DP 1503
DP 1504
DP 1505
DP 1506
DP 1507
DP 1508
DP 1509
DP 1510
DP 1511
DP 1512
DP 1513
DP 1514
DP 1515
DP 1516
DP 1517
DP 1518
DP 1519
DP 1520
DP

NW 49th Street Phase 3
(From 225A to NW 44th Ave)
Project # TIP60800F



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 10/21/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23132 **Agenda Date:** 6/2/2026 **Agenda No.:** 9.1.

SUBJECT:
Request Adoption of the Collective Bargaining Agreement Between the Marion County Board of County Commissioners and the Professional Firefighters of Marion County, Local IAFF 3169, Effective June 20, 2026, to September 30, 2026

INITIATOR:
Amanda Tart, Assistant County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
Over the past year, the County's negotiations team and the Professional Firefighters of Marion County, Local IAFF 3169, have met and tentatively agreed to a proposed Collective Bargaining Agreement. The agreement reflects a collaborative effort between County Administration, Human Resources, Fire Rescue leadership, and union representatives to address employee compensation, workforce sustainability, operational readiness, recruitment, retention, and employee wellness. This proposed agreement will provide all current Bargaining Unit employees with a $20,000 increase to their base rate of pay and increase the starting wages of all positions covered by this agreement.

The starting wage for each position will be as follows:

Job Description	Hourly Rate	Annual Pay
Single Cert FF	$21.45	$64,317.83
EMT	$22.18	$61,815.66
Paramedic	$25.92	$72,239.04
Firefighter/EMT	$21.70	$65,067.45
Firefighter/PM	$25.02	$75,022.47
Driver Engineer	$26.60	$79,760.10
EMS Lieutenant	$29.70	$82,773.90
Lieutenant	$29.19	$87,526.22
EMS Captain	$32.87	$91,608.69
Captain	$32.36	$97,031.46

This proposed agreement was ratified by the union body on May 27, 2026, and if adopted, will be effective June 20, 2026, to September 30, 2026. All salary changes will go into effect on June 27, 2026, or thereafter as described in the proposed agreement.

BUDGET/IMPACT:
Additional annual expenditure in the Fire Fund of $6,287,218.81 and General Fund of $5,716,514.90.

RECOMMENDED ACTION:
Motion to adopt the Collective Bargaining Agreement with the IAFF Local 3169, Rank and File Unit as attached.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS

AND

THE PROFESSIONAL FIREFIGHTERS OF MARION COUNTY RANK & FILE UNIT

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #3169

EFFECTIVE June 20, 2026 to September 30, 2026

Contents

Article 1	Recognition	4
Article 2	Management Rights	5
Article 3	Non-Discrimination/Harassment	7
Article 4	No Strike	8
Article 5	Employee Duties	9
Article 6	Seniority	10
Article 7	Probation	11
Article 8	Work Rules and Standard Operating Guidelines	13
Article 9	Transfers	14
Article 10	Layoff & Recall	15
Article 11	Work Schedule	16
Article 12	Temporary Reassignment	17
Article 13	Wage	19
Article 14	Employee Evaluations	33
Article 15	Working Out of Class	34
Article 16	Educational Benefits	35
Article 17	Travel Pay	40
Article 18	Holidays	41
Article 19	Annual Leave	43
Article 20	Sick Leave	47
Article 21	Incentive Hours	54
Article 22	Paid Leave of Absence	55
Article 23	Family and Medical Leave Act Leave of Absence	56
Article 24	Health and Life Insurance	61
Article 25	Retirement	62
Article 26	Health and Safety	63
Article 27	Workers' Compensation	64
Article 28	Living Conditions	66
Article 29	Uniforms and Safety Equipment	67
Article 30	Personal Property Damage	68
Article 31	Physical Fitness and Examination	69
Article 32	Past Practices	70
Article 33	Discipline	71
Article 34	Substance Abuse	72
Article 35	Non-Smoking	76
Article 36	Dual Certification	77
Article 37	Grievance Procedure	78
Article 38	Outside Employment	87

Article 39	Personnel Files	88
Article 40	Union Business	89
Article 41	Bulletin Boards	90
Article 42	Dues Check Off	91
Article 43	Use of the County Vehicles and Property	92
Article 44	Separations	94
Article 45	Notices	95
Article 46	Agreement Distribution	96
Article 47	Amendments to Agreement	97
Article 48	Military Leave	98
Article 49	General Employment	99
Article 50	Employee Assistance Program	100
Article 51	Investigations	104
Article 52	Long Term Disability	105
Article 53	Union Pride	107
Article 54	Community Outreach	108
Article 55	Entire Agreement	109
Article 56	Duration of Agreement	110

ARTICLE 1
RECOGNITION

1.1 The Marion County Board of County Commissioners hereinafter is referred to as the County or as the Employer.

1.2 The County recognizes the Professional Firefighters of Marion County, International Association of Firefighters Local 3169, hereinafter referred to as the Union, as the sole and exclusive bargaining representative of all employees within the bargaining unit defined by the Florida Public Employees Relations Commission in Case No. RC-88-073, in the Supervisory Unit Contract RC-2005-063, and subsequent related cases.

1.3 The bargaining unit includes all full time employees engaged in firefighting and emergency medicine up to the equivalent position of a station officer. Single-certified, probationary, Firefighter I, Firefighter II, Firefighter III, Firefighter IV, Firefighter V, Firefighter VI, Firefighter VII, EMS I, EMS II, EMS III, EMS IV, EMS V, Captain I, Captain II, Captain III, Captain IV, Captain V, Lieutenant, Driver Engineer, EMS Lieutenant, EMS Captain, and Critical Care Paramedic, as included in the Competency Matrix. This agreement excludes all other employees of the county.

1.4 The purpose of this Agreement is to promote, achieve, and maintain harmonious relations between the County and the Employees recognized in this Article.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The parties agree and intend that the County retains all power and prerogatives it possessed prior to certification of the Union, unless such power and/or prerogative was consciously, knowingly, deliberately, specifically, expressly and unambiguously surrendered by the County in this Agreement.

2.2 **Management Functions***:* Such management functions are, but are not limited to:

A. the right to determine its mission, policies, and set forth all standards of service offered to the public;

B. to plan, direct, control, and determine the operations or services to be conducted by the employees of Marion County Fire Department;

C. to determine the methods, means, and number of personnel needed to carry out the Department's mission;

D. to direct the working forces;

E. to hire, assign, or transfer employees;

F. to maintain discipline of employees, including the right to make rules and regulations not in conflict with this Agreement;

G. to discharge, suspend, discipline, or demote employees; to hire, transfer, promote and to assign employees to shifts; and to create and fill new positions, provided the provisions of this Agreement are observed;

H. to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;

I. to introduce new or improved methods, equipment, or facilities;

J. to contract for goods and services, provided that if services are to be subcontracted, the County will provide 30 days' written notice and the Union may bargain over the impact of any subcontracting decision which vitally affects employees' terms and conditions of employment. The County will recommend its employees to any organization from whom services are to be contracted.

2.3 In situations of civil emergency as may be declared by the Chairman of the Board of County Commissioners, the County Administrator, the Emergency Management Director, or the Sheriff, the provisions of this Agreement may be suspended for the duration of the emergency, except for monetary provisions.

2.4 The County and Union agree that the Marion County Commission is the sole authority to determine the purpose and mission of the County and the amount of the budget to be adopted therefore. The County will bargain with the Union upon request over the impact of management decisions affecting employees' terms and conditions of employment, to the extent the County is required to do so by law.

ARTICLE 3
NON-DISCRIMINATION / HARASSMENT

3.1 The County and the Union specifically agree that if either party has reason to believe that the other party has violated any law by discrimination or harassment against any employee covered by this Agreement, on the basis of race, color, religion, age, sex, disability, marital status, national origin, sexual orientation, or membership or non-membership in the union, the party entertaining that view will so notify the party believed to have violated said law in order to allow said party to conduct such investigation and take such remedial action as it deems necessary.

3.2 For purposes of this Agreement, the term, harassment includes, but is not necessarily limited to, slurs, jokes, graphic, or physical conduct relating to an individual's race, color, sex, religion, national origin, age, marital status, or disability. Harassment also includes requests for sexual favors and other verbal, graphic, or physical conduct of a sexual nature.

3.3 The County and the Union agree that the only procedure to remedy any alleged violations of any non-discrimination statute or law and those procedures provided by statute or law.

3.4 Allegations of harassment or discrimination should be reported to any of the following: Lieutenant, Captain, Battalion Chief, Division Chief, Deputy Chief, Fire Chief, or Human Resources Director or designee.

ARTICLE 4
NO STRIKE

4.1 The term *strike* shall be defined by Florida Statute 447.203 (6) and (7) for purposes of this Agreement mean the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the County for the purposes of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the right, privileges or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the County; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of work stoppage. The term *strike* shall also mean any overt preparation including, but not limited to, the establishment of strike funds with regard to the above listed activities. *Strike funds* shall mean any appropriations by an employee organization which are established to directly or indirectly aid any employee or employee organization to participate in a strike in the State of Florida.

4.2 The County and the Union agree that any strike, as defined herein above and by Florida Statutes 447.203, by the employees covered under this Agreement is strictly prohibited in accordance with Florida Statute 447.505 and 447.507.

4.3 The County and the Union agree that any employee who participates in a strike against the County by instigating or supporting in any manner a strike may be involuntarily terminated or otherwise disciplined by the County.

4.4 The County and the Union recognize that the activities prohibited by this Agreement and Florida Statutes Chapter 447.203 (6) and (7) and 447.505 are contrary to the ideals of professionalism and to the Fire Services' community responsibilities, and that any violation of this Article would give rise to irreparable damage to the County and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the County shall be entitled to seek from the Union all available legal and equitable relief, judicial restraint, and damages in any court of competent jurisdiction in accordance with Florida Statute 447.507.

ARTICLE 5
EMPLOYEE DUTIES

5.1 Employees covered by the Agreement shall perform and manage duties that are related to the prevention and extinguishment of fires, emergency medical and rescue services, hazardous materials identification, response, and mitigation, and any other regular and customary station and general duties prescribed by the Fire Chief or his or her designee.

5.2 All Captains shall be designated as non-exempt first responders serving as front-line supervisors to employees at an assigned work location and shall be responsible for managing all aspects of that work location.

ARTICLE 6
SENIORITY

6.1 Seniority is defined as an employee's length of continuous regular full-time service in the department since his or her last date of hire, less any adjustments due to layoff, approved leave of absence without pay for more than 240 hours, promotion out of bargaining unit, or any other unpaid break in service.

6.2 Service classification date is defined as the date a level of promotion is obtained by an employee. There is a service classification for all positions represented by this Collective Bargaining Agreement. If an employee is promoted upon obtaining an additional certification, his or her seniority date will remain the same, but his or her service classification date will change to reflect the additional promotion. Upon request of the Union, and no more than three times each year, the Fire Department office will prepare a service classification listing for each job classification, and it will be mailed to the Union president.

6.3 In all applications of seniority under this Agreement, where skills, ability (including physical fitness) and qualifications to perform the required work are equal in classification among the employees concerned, seniority as defined in Section 6.1 will govern. The County will prepare and maintain a Seniority list based on the order in which each employee was hired from first to last. It is the responsibility of the County to maintain and update this list as needed. This list will be the final definition in reference to issues of seniority as defined in Section 6.1 and other articles in agreement.

ARTICLE *7*
PROBATION

7.1 *New Hires*. All new employees, including rehired employees, will be considered probationary employees and must successfully complete a probationary period before attaining regular employment status.

A. The County will evaluate each new employee for the purpose of determining whether he or she has successfully completed probation by examining abilities which may include, but are not limited to, Standard Operating Guidelines, Task Book, Standing Orders, emergency vehicle and pump operation.

B. Each newly hired or rehired employee becomes a probationary employee upon the date of his or her hire or rehire and remains so until he or she has successfully completed his or her required probationary period. These required periods are as follows:

Newly hired employees	Twelve (12) months
Rehired employees	Twelve (12) months

During the probationary period, the probationary employee may be disciplined, laid off, or otherwise dismissed at the sole discretion of the County, and neither the reason for, nor the disciplinary action, layoff nor dismissal may be the subject of a grievance. In the case of layoff and recall, there will be no seniority among probationary employees. Upon successful completion of probation, an employee attains regular status with all the benefits of employment afforded regular employees, including seniority credit from their date of hire. All probationary employees will receive an employee evaluation on or near the midpoint and just prior to the end of their probation period.

Newly hired or rehired probationary employees may use shift swaps with the approval from their Division Chief.

All new hires and rehires will be given orientation pursuant to the Fire Chief's orientation program.

7.2 *Promotional Probation*. Any regular employee who is promoted will be considered as a promotional probationary employee, and must successfully complete a promotional probationary period before being appointed to the new or related position classification. The special probationary period is as follows:

Promoted employees	Six (6) months

For the purpose of this Agreement, promotional probationary employees are entitled to all the benefits of regular employees.

If the promotional probationary employee fails to demonstrate that he can perform within the promotional probationary period, the Fire Chief shall return the employee to his or her former classification without any loss of seniority or rate of pay for that classification previously held. Any other employees who were transferred or promoted following, and as a result of, this employee's promotion will also return to their former classification without any loss of seniority or rate of pay for that classification previously held.

1. Employees who are used out of class while waiting to enter the above promotional probationary period will have their promotional probationary period reduced by a shift for each shift worked out of class down to a reduced minimum three (3) month probational period during their time on a specific promotional list.

7.3 *Disciplinary Probation*. Disciplinary probation may be imposed for a length of time to be determined by the Fire Chief or his or her designee as appropriate for the seriousness of the infraction. Employees on disciplinary probation are not eligible for overtime unless a regular employee in the same classification is not available to work, nor may they utilize shift swaps during this time. The maximum probation period for a single offense will be one year. Employees on disciplinary probation will be eligible for education benefits in accordance with educational article.

7.4 *Reclassification Probation.* Reclassification probation may be imposed for a period of ninety (90) days on employees who return to bargaining unit status. Employees on reclassification probation will be eligible for educational benefits in accordance with Article 16.

ARTICLE 8
WORK RULES AND STANDARD OPERATING GUIDELINES

8.1 All established Fire Department work rules, Standard Operating Procedures or Guidelines, and Board-Approved Marion County Safety Regulations shall be in full force and effect upon enactment of this Agreement.

8.2 The County can at its sole discretion change, prepare, issue, and enforce work rules, Standard Operating Procedures or Guidelines, safety regulations, and Risk Management Procedures Manual necessary for the safe, orderly and efficient operations not in conflict with this Agreement. Except in extraordinary circumstances, whenever the County proposes changes or issues new Work Rules, or safety regulations, it will notify the Union ten (10) business days prior to the effective date for the purpose of impact bargaining over the effects of such changes on employee terms and conditions or employment. A copy of such shall be given to the Union president or designee.

8.3 To request Impact Bargaining, the Union must state, in writing, the specific effects on employee terms and conditions of employment imposed by the work rule change. Such request for impact bargaining must be filed with the Fire Chief or his or her designee within ten (10) business days of notification to the Union by the Fire Chief.

8.4 For the purpose of this agreement business days will be considered Monday through Friday, excluding county recognized holidays.

ARTICLE 9
TRANSFERS

9.1 Any employee may request a transfer to an open position within the Fire Department. For purposes of this article, a transfer is defined to exclude temporary reassignments to different stations for three or fewer shifts, and all "light duty" transfers.

9.2 Employees must submit written requests for transfer to their immediate supervisor for recommendation. Requests must reflect present station assignment, desired station assignment, and date of request in electronic format through their chain of command to the Division Chief. Transfer requests are kept on file for six (6) months, renewable at the employee's option in writing.

9.3 Kelly Day assignment transfers will be based on overall seniority through the standard transfer request bid process at the discretion of the Fire Chief.

9.4 The Fire Department will notify the Union in writing of all transfers.

9.5 Where the qualifications of two (2) employees requesting transfer to an open position are equal in classification, the employee's service classification date shall govern. Where the qualifications and service classification dates of two (2) employees requesting transfer to an open position are equal, the employee's seniority shall govern.

A. No mutual swap between equally qualified and classified employees will be granted when an active transfer request exists for that desired station assignment by another equally qualified and classified employee. An employee's seniority in classification shall govern resolution of transfer conflict.

9.6 If an employee is to be transferred involuntarily

A. the employee will be notified by a supervisor during the shift preceding the transfer.

B. the Fire Chief or designee will notify the Union President or designee in writing seventy-two (72) hours in advance of the time of transfer to give the Union the opportunity to meet with and provide input to the Fire Chief or designee over the transfer decision; and such involuntary transfer will be for legitimate reasons.

9.7 Final decision-making authority on all voluntary and involuntary transfer rests with the Fire Chief, however management will invite the Union attend all transfer meetings to give input. Transfer meetings will not be postponed due to the availability of the Union.

ARTICLE 10
LAYOFF & RECALL

10.1 A layoff is a reduction in the number of employees within the Fire Department due to lack of work, lack of funds, reorganization, or any other reason except employee misconduct.

10.2 The Fire Chief will determine in his or her sole discretion when a layoff is necessary. Upon that determination, employees will be laid off by "last hired, first laid off". For purposes of the Article, *hired* means hired into a classification covered by this Agreement.

10.3 Whenever possible, Employees will receive thirty (30) days' notice of their layoffs. A copy of such notice will be furnished to the Union President.

10.4 Employees will be recalled in the reverse order of their layoff. The Department will attempt one time to notify employees to be recalled by Certified, Return Receipt Requested mail to the employees' last known address. Employees on layoff must provide the Department with correct mailing address. An employee receiving the Department's notice of recall must inform the Fire Chief or his or her designee of intent to accept or reject the offer of recall within fourteen (14) calendar days of the mailing date of the offer. Failure to do so forfeits the employee's right to be recalled.

10.5 No employee will be hired into particular classifications until the employees in such classifications subject to recall under this Article have received notice of a recall offer for more than fourteen (14) days without accepting or rejecting the offer.

10.6 An employee laid off under this Article is subject to recall for up to one (1) year from date of layoff, unless he or she rejects or fails to respond to an offer of recall within fourteen (14) days, resigns, or retires.

10.7 An employee to be recalled must pass a County physical examination to determine fitness for return to duty. Failure to do so terminates the right to be recalled.

10.8 Recall will be into the position from which the employee was laid off, unless such position has been eliminated, in which case recall will be into an equivalent position for which the employee qualifies.

10.9 Laid-off employees will have the opportunity to continue group health insurance coverage in accordance with Article 24.3 of this Agreement.

ARTICLE 11
WORK SCHEDULE

11.1 Hours/Schedule

A. All dual-certified employees will work a schedule of 24 hours on, 48 hours off, with the exception of voluntary temporary re-assignments for the purposes of accomplishing staff work, new hire training, transitional employees or disciplinary assignments.

B. All single-certified EMTs or Paramedics shall be assigned a work schedule of no less than 80 hours per pay period.

C. Employees temporarily assigned to staff work under 11.1.A. will be assigned 112 hours in a 14-day pay cycle with the exception of new hire or transitional employee training.

11.2. Shift Swapping

A. The Fire Chief or designee may, at their sole discretion grant the request of any two (2) members of the bargaining unit to exchange shifts or days off, without a change in pay provided the employees are equally capable of performing the duties of each other's respective jobs and willing to make the exchange.

B. Requests to exchange or swap shifts of duty or days off shall be submitted in writing no less than 60 hours in advance unless otherwise approved by the Fire Chief or designee.

C. An employee may not initiate more than five (5) shift swaps per month, nor pay back more than five (5) shift swaps per month.

D. Shift exchanges of less than 12 hours are not subject to this limitation, but must be approved in advance by the Fire Chief or designee.

E. Shift exchanges will not be granted if they will result in additional overtime payments. The Fire Chief is not required to maintain records of shift swaps.

F. Employees who fail to fulfill pre-approved shift exchange will receive a “swap penalty” of 1 1/2 times hours missed, deducted from their leave.

11.3 No Employee covered by this agreement shall work more than fifty-six (56) hours in a seventy-two (72) hour period, without a twelve (12) consecutive hour off-duty break.

ARTICLE 12
TEMPORARY REASSIGNMENT

12.1 Employees who suffer a personal accident or illness, or due to pregnancy, and are unable to perform his or her essential functions of their job description for a period no less than four (4) weeks may be eligible for a light duty position. Employee must have written documentation from their Physician stating they will be unable to perform their assigned duties for the next four weeks or greater. The employee must request a light duty position in writing to the Fire Chief designee. The following conditions apply to light duty:

A. At the direction of the Fire Chief or designee, the employee may perform clerical support duties within the Fire Rescue Department if medically approved by the employee's attending physician.

B. Such duties will be performed on a regular 5-day, 40-hour work week at the regular hourly rate of pay, unless approved by the Fire Chief or designee.

C. Such assignments will terminate when the employee is released for full duty by his or her attending physician or a maximum of ten (10) months in a twelve (12) month period.

D. The employee may, at his or her discretion, elect to use annual or sick leave in lieu of a light duty assignment. A combination of light duty and annual or sick leave shall not be used collectively during any one pay period without express approval of the Fire Chief.

E. Only five (5) employees will be assigned a light duty position due to personal accident or illness or due to pregnancy at any one time. At the discretion of the Fire Chief this number may increase.

12.2 Employees suffering from a Worker*s'* Compensation illness or injury may be offered a light duty position under the following conditions:

A. At the direction of the Fire Chief or designee, the employee may perform clerical support duties in the Fire Rescue Department if medically approved by the mid-level practitioner assigned to the Employee Health Clinic.

B. Such duties will be performed on a regular 5-day, 40-hour work week without loss of regular pay, unless approved by the Fire Chief or designee.

C. Such assignments will terminate when the employee is released for full duty by the mid-level practitioner assigned to the Employee Health Clinic or after twelve (12) months after being assigned to the light duty assignment. After twelve (12) months, the employee shall not be assigned a light duty position, but will return to the workers' compensation program.

D. The employee may, at his or her discretion, elect to use annual or sick leave in lieu of light duty assignment. A combination of light duty and annual or sick leave shall not be used collectively during any one pay period without approval of the Fire Chief. Employees who elect not to work the light duty assignment will not receive any supplemental pay from the County.

ARTICLE 13

WAGE

13.1 Effective first pay period upon ratification no sooner than June 20th, 2026, unless otherwise noted, the starting rate for new employees' minimum base pay (not including overtime) shall be:

Classification	Paygrade	Job Class	Minimum	Maximum
Single Cert FF	99	4499	$21.45	$37.54
EMT	500	5515	$22.18	$38.82
Paramedic	501	5510	$25.92	$45.36
Firefighter/EMT	400	4400	$21.70	$37.98
Firefighter/PM	401	4400	$25.02	$43.79
Driver Engineer	412	5000	$26.60	$46.55
EMS Lieutenant	502	5517	$29.70	$51.98
Lieutenant	413	5518	$29.19	$51.08
EMS Captain	503	2055	$32.87	$57.52
Captain	420	2036	$32.36	$56.63

1. Effective the first pay period after ratification all dual certified bargaining unit employees will receive $6.67 added to their hourly base rate of pay and single certified EMTs and Paramedics will receive $7.18 added to their hourly base rate of pay.

2. Employees completing 80 hours of coursework from the approved list of courses in Appendix A (or equivalent 6 credit hours of college courses) will have 2% added to their base pay on their anniversary date as an education incentive. Courses must have a completion date within the five (5) years prior to the education incentive date.

3. Employees reaching the following milestones of uninterrupted service with Marion County Fire Rescue will have 5% added to their base pay on the day following their seniority date (5 years, 10 years, 15 years, 20 years, 25 years, 30 years, 35 years) as a loyalty incentive.

Employees' loyalty adjustment will be prorated based on receiving a score of 3 or higher on their annual evaluation. For any year with a score of less than three over the past five years, the loyalty adjustment will be lowered by 1%.

Employees placed on disciplinary probation during the 5-year period (after October 1, 2023) will not be eligible to receive the loyalty incentive.

The Fire Chief or his or her designee, at his or her sole discretion, may increase the starting wage up to an additional 15%, depending on the applicant's experience, knowledge, skills and abilities.

The Fire Chief or his or her designee at his or her sole discretion may offer a sign on incentive up to $5,000 for the position of Paramedic or Paramedic/Firefighter.

A previous employee that is rehired within one (1) year of his or her last working day shall have his or her classification and rate of pay determined at the sole discretion of the Fire Chief or his or her designee.

For those employees assigned to duties that are receiving a temporary percentage above base for the assignment, that temporary percentage above base will be removed prior to calculation of all percentage raises listed above and then added back to the resulting base pay.

13.2 The work period, for purposes of computing overtime under the provisions of Section 7(k) of the Fair Labor Standards Act, will be a 14-day cycle.

13.3 Overtime will be paid at a rate of one and one-half times the employee's regular rate for all hours physically worked in excess of 106 hours in a 14-day pay cycle. Overtime hours of work are paid in increments of a quarter-hour. Leave time scheduled 14 days in advance shall be counted as hours worked in calculating overtime.

A. Overtime will be paid at a rate of one and one-half times the employee's regular rate for all hours physically worked in excess of 40 hours in a 7-day work week pay cycle for single-certified medical personnel. Overtime hours of work are paid in increments of a quarter-hour. Leave time scheduled 14 days in advance shall be counted as hours worked in calculating overtime.

13.4 If an employee is called to work a non-scheduled shift and must travel from home or their regular station, he or she should record actual hours worked, but will be paid a minimum of two (2) hours. Rate of call-in pay (i.e., straight time or overtime rate) is determined by total hours of work during the pay period as defined in 13.3 and 13.3.A.

13.5 Single-Certified EMTs who successfully complete the State Paramedic program and upon clearance from the County medical director, shall have 6% added to their base hourly rate or move to the base paramedic rate whichever is more

13.6 Dual-Certified EMT/Firefighters who successfully complete the State Paramedic program and upon clearance from the County medical director, shall have 6% added to their base hourly rate or move to the base FF/PM rate whichever is more. All above

monies for paramedics shall be paid as long as the certifications are maintained and utilized as requested. Failure to maintain will result in forfeiture of said monies.

13.7 All above monies for Firefighters shall be paid as long as the certifications are maintained and utilized as requested. Failure to maintain will result in forfeiture of said monies.

13.8 Special Operations Teams: Employees will only be eligible for membership on one specialty team for which additional compensation is available, unless approved by the Fire Chief or designee. The teams are Hazardous Material Team (HazMat), Technical Rescue, SWAT Medic, and Honor Guard.

13.9 HazMat Team: Employees in various classifications may voluntarily elect to participate on the HazMat Team by successfully completing a placement test and interview process for open positions and by meeting certain requirements to remain a member of the team as outlined below.

A. The team may be composed of up to a maximum of 50 members, of which three will be HazMat Toxicology trained paramedics.

B. The requirements for HazMat Team membership include:

1. Successful completion of the following classes:

Florida State HazMat Certification
40-hour HazMat chemistry or equivalent
Radiological monitoring certification
(Florida Hazardous Material Technician 160 Hours) or equivalent as determined by the Division Chief of Training

C. Meet the minimum performance expectations and training requirements of the HazMat team commanding officer.

D. A minimum of forty-eight (48) hours documented HazMat team training will be required annually and paid at the applicable rate.

E. The positions of the specialty teams will be allocated based upon departmental needs at the sole discretion of the County.

F. Compensation for team members who meet all of the requirements will be $0.50 per hour for Hazmat Team members and $1.00 for Hazmat Team members assigned to Hazmat Station.

13.10 Technical Rescue Team: Employees in various classifications may voluntarily elect to participate on the Technical Rescue Team by successfully completing a placement test and interview process for open positions and by meeting certain requirements to remain a member of the team as outlined below.

A. The team may be composed of up to a maximum of 50 members.

B. The requirements for Technical Rescue Team membership include:

1. Successful completion of the following classes:

Confined Space OPS

Rope Rescue OPS
Trench Rescue OPS
BTLS or ITLS
Air Monitoring
Urban Search and Rescue OPS
Vehicle Machinery Rescue OPS
Or equivalent classes as determined by the Division Chief of Training.

C. Meet the minimum performance expectations of the Technical Rescue/Special Operations Team Commanding Officer.

D. The positions of the specialty teams will be allocated based upon departmental needs at the sole discretion of the County.

E. Compensation for team members who meet all of the requirements in 13.10.B will be paid $0.50 per hour for Technical Rescue Team members and $1.00 for Technical Rescue Team members assigned to Technical Rescue Station.

13.11 SWAT Medic Team: Employees in various classifications may voluntarily elect to participate on the SWAT Medic Team by successfully completing a placement test and interview process for open positions and by meeting certain requirements to remain a member of the team as outlined below.

A. The team may be composed of up to a maximum of 12 members.

B. The requirements for SWAT Medic Team membership include:

1. Must be a Paramedic

2. Successful completion of the physical fitness placement test and:

Trauma Emergency Care Course
BTLS or ITLS

Or equivalent classes as determined by the Team Commanding Officer and/or Division Chief of Training.

C. Meet the minimum performance expectations and training requirements of the SWAT Medic Team Commanding Officer.

D. A minimum of forty-eight (48) hours documented SWAT team training will be required annually and paid at the applicable rate.

E. The positions of the specialty teams will be allocated based upon departmental needs at the sole discretion of the County.

F. Compensation for team members who meet all of the requirements in 13.11.B will be paid $0.50 per hour for SWAT Medic Team members.

13.12 Honor Guard: Employees in various classifications may voluntarily elect to participate on the Technical Rescue/Special Operations Team by successfully completing a placement test and interview process for open positions and by meeting certain requirements to remain a member of the team.

A. The team may be composed of up to a maximum of 12 members.

B. The requirements for Honor Guard Team membership include:

1. Successful completion of the following classes:

Florida State Honor Guard Academy

Pass a series of field evaluations

a. Facing movements

b. Flag etiquette

c. Flag Folding Flag presentation

Or equivalent classes as determined by the Team Commanding Officer and/or Division Chief of Training

C. Meet the minimum performance expectations and training requirements of the Honor Guard training will be required annually and paid at the applicable rate.

D. The positions of the specialty teams will be allocated based upon departmental needs at the sole discretion of the County.

E. Compensation for team members who meet all of the requirements in 13.12.B will be paid $0.50 per hour.

13.13 Driver Engineer I (Engine) must be a State Certified Paramedic and have state certification in hydraulics and pump operations and have a minimum of five (5) years continuous career service with Marion County Fire Rescue as a dual-certified employee.

A. Employees promoted to Driver Engineer I shall receive the minimum of the pay grade or a 6% increase above their current pay, whichever is greater.

13.14 Driver Engineer II must have at least 2 years as Driver Engineer I, completed aerial operations and cleared as an aerial operator.

A. Employees regularly assigned to Driver Engineer II duties will receive the following compensation.

1. $ 0.25 per hour.

2. The positions of the Driver Engineer I & II will be allocated based upon departmental needs at the sole discretion of the County.

a. Employees must have completed condition of employment and years of service for position.

13.15 Dual-Certified Employees assigned to a transport rescue will receive the following compensation:

All Dual-Certified EMTs assigned to transport rescue duty will receive $.75 per hour.

All Dual-Certified PMs assigned to transport rescue duty will receive $2.00 per hour.

A. Dual-certified employees will only receive this stipend for hours worked on the transport rescue.

13.16 Station Lieutenant: To test for Fire-Based Station Lieutenant, employees must be a State Certified Paramedic and have a minimum of seven (7) years continuous service with Marion County Fire Rescue as a dual-certified employee. They must have served as a promoted Driver for one year and they must successfully pass Company Officer, Strategies and Tactics I and II, Building Construction, Courage to be Safe.

To test for EMS-Based Station Lieutenant, employees must be a State Certified Paramedic and have a minimum of three (3) years continuous service with Marion County Fire Rescue as a single-certified employee and they must successfully pass Company Officer.

A. Employees promoted to Lieutenant shall receive the minimum of the pay grade or a 6% increase above their current pay, whichever is greater.

B. A qualified candidate on the Driver Engineer promotional list that completes at least 100 out of class shifts in a two-year period shall be eligible to test for Station Lieutenant, if they meet the qualifications.

C. The positions of the Station Lieutenant will be allocated based upon departmental needs at the sole discretion of the County.

D. Employees promoted to Lieutenant and assigned to the Training Division on a 40-hour work schedule shall receive a 46.99% increase to their current base pay during the duration of the assignment.

E. Employees promoted to EMS-Based Station Lieutenant and assigned to the Training Division on a 40-hour work schedule shall receive a 41.79% increase to their current base pay during the duration of the assignment.

13.17 Captain: To test for Captain, employees must be a State Certified Paramedic and have a minimum of nine (9) years continuous service with Marion County Fire Rescue as a dual-certified employee. They must have served as a promoted Lieutenant for 2 years and they must successfully pass Company Officer, Strategies and Tactics I and II, Building Construction, Courage to be Safe.

A. Employees promoted to Captain shall receive the minimum of the pay grade or a 6% increase above their current pay, whichever is greater.

B. A qualified candidate on the station Lieutenant promotional list that completes at least 100 out of class shifts in a two-year period shall be eligible to test for station Captain, if they meet the qualifications.

C. Employees promoted to Captain and assigned to the Training Division on a 40-hour work schedule shall receive a 46.99% increase to their current base pay during the duration of the assignment.

13.18 EMS Captain: To test for EMS Captain, employees must be a State Certified Paramedic and have a minimum of five (5) years continuous service with Marion County Fire Rescue as a single-certified employee. They must successfully pass Company Officer, course delivery, Courage to be Safe, SERP, and Incident Safety Officer.

A. Employees promoted to EMS Captain shall receive the minimum of the pay grade or a 6% increase above their current pay, whichever is greater.

B. Employees promoted to EMS Captain and assigned to the Training Division on a 40-hour work schedule shall receive a 41.79% increase to their current base pay during the duration of the assignment.

13.19 Critical Care Paramedics: To test for the position of Critical Care Paramedic, employees must possess a State of Florida Paramedic Certification and maintain CPR, ACLS, PALS, NRP and Critical Care Paramedic certifications, set forth by the Marion County Fire Rescue department. They must be a Paramedic for five (5) years, with three (3) years continuous experience on an ambulance.

A. Employees regularly assigned to Critical Care Paramedic duties will receive the following compensation:

1. $2.00 per hour.

13.20 Community Paramedics: To test for the position of Community Paramedic, employees must possess a State of Florida Paramedic Certification and maintain CPR, ACLS, and attain community paramedic training set forth by the Marion County Fire Rescue department. They must be a paramedic for five (5) years, with three (3) years continuous experience on an ambulance.

A. Employees regularly assigned to Community Paramedic duties will receive the following compensation while working as Community Paramedic:

1. 41.79% increase to their current base pay during the duration of the assignment.

13.21 Employee’s assigned as Field Training Officers (FTO), as determined by the Fire Chief or his or her designee, will receive a $1.00 stipend while performing training assignments.

13.22 Reclassification down (Demotion). An employee who is demoted from dual-certified to single-certified will receive a six (6) percent reduction in salary or to the maximum of the pay rate of the lower position whichever pay is less. This provision does not apply to disciplinary demotions.

APPENDIX A

APPROVED COURSES FOR EDUCATIONAL INCENTIVE

- ACLS for Experienced Paramedics (TBD hours)
- Aerial Operations (40 hours)
- AHA or ARC ACLS Instructor (TBD hours)
- Apparatus Operations (40 hours)
- Building Construction for Fire Service
- Coaching the Emergency Vehicle Operator (TBD Hours)
- Codes & Standards (40 hours)
- Company Officer (40 hours)
- Construction Documents & Plans Review (40 hours)
- Critical Care Paramedic (TBD hours)
- Ethical and Legal Issues for Fire Service (40 hours)
- Fire and Life Safety Educator Level I (40 hours)
- Fire and Life Safety Educator II (40 hours)
- Fire Chemistry (40 hours)
- Fire Prevention Practices
- Fire Service Course Delivery (40 hours)
- Fire Service Course Design (40 hours)
- Fire Service Hydraulics (40 hours)
- Fire Service Personnel Management (40 hours)
- Firefighting Tactics & Strategy I (40 hours)
- Firefighting Tactics & Strategy II (40 hours)
- G300 Intermediate Incident Management Systems (24 hours)
- G400 Command and General Staff (16 hours)
- Hazardous Materials Technician (TBD hours)
- Incident Safety Officer (40 hours)
- International Trauma Life Support (ITLS) or equivalent (16 hours)
- Neonatal Resuscitation Program (TBD hours)
- Origin and Cause (40 hours)

- Pediatric Advanced Life Support (PALS) or Equivalent (16 hours)
- Pediatric and Neonatal Critical Care Transport (80 hours)
- Pediatric Advanced Life Support (PALS) Instructor (TBD hours)
- Private Fire Protection Systems I (40 hours)
- Private Fire Protection Systems II (40 hours)
- Public Information Officer (40 hours)
- Ropes 1 (40 hours)
- S-215 Fire Operations in Urban Interface (TBD hours)
- Smoke Divers (60 hours)
- Swift Water Tech (40 hours)
- USAR Confined Space Operations/Technician (40 hours)
- USAR Rope Rescue Operations (40 hours)
- USAR Rope Rescue Technician (40 hours)
- USAR Structural Collapse Operations (40 hours)
- USAR Structural Collapse Technician (40 hours)
- USAR Trench Operations/Technician (40 hours)
- USAR Vehicle and Machinery Operations (40 hours)
- USAR Vehicle and Machinery Technician (TBD hours)
- Any other course approved by the Training Division

ARTICLE 14
EMPLOYEE EVALUATIONS

14.1 Each employee's performance is evaluated at least annually by his or her immediate supervisor prior to September 30th. All evaluations are reviewed by the Fire Chief or his or her designee before processing by the Human Resources Department.

14.2 All probationary employees are evaluated on or near the midpoint and just prior to the end of the twelve (12) month period from date of hire and date of promotion, or more frequently if deemed appropriate by the Fire Chief.

14.3 The immediate supervisor discusses the performance rating with the employee, who signs a copy which is placed in the employee's personnel file. The employee's signature only indicates his or her acknowledgment of the discussion. The employee may agree or disagree with the evaluation in writing.

14.4 An employee may appeal a performance evaluation to the Fire Chief by requesting a meeting in writing within (10) business days following receipt of the evaluation, stating the areas of disagreement. If the employee is dissatisfied with the decision of the Fire Chief, he may appeal to the County Administrator within ten (10) business days of the decision by the Fire Chief. The County Administrator's decision shall be final and not subject to the Grievance Procedure contained in this Agreement.

ARTICLE 15
WORKING OUT OF CLASS

15.1 If an employee is assigned for twelve (12) hours or more to another classification in a higher pay grade, he will be paid at the entry level hourly rate for that classification, or six (6%) percent above his or her current regular rate, whichever is greater.

15.2 In the event an employee is assigned for one or more shifts to another classification in a lower pay grade, he or she will be paid at their regular rate.

15.3 If a qualified employee currently on a specific promotional list is assigned for more than twelve (12) hours to that classification or to a position receiving an hourly stipend (e.g., Driver Engineer II, Critical Care, or Community Paramedicine), he or she will be paid the hourly stipend for that position for the shifts he or she serves in that capacity. This assignment is based on the needs of, and at the discretion of, the Department.

A. In concert with the completed task book, Out of Class personnel must meet the educational requirements, and any other requirement aside from the minimum service requirement, for the DEI, DEII, Lieutenant, and Captain positions respectively. To qualify for an Out of Class assignment with a task book, employees must have a minimum of three (3) years of service to fulfill the DEI role, five (5) years of service to fulfill the DEII role, five (5) years of service to fulfill the Lieutenant role, and seven (7) years of service to fulfill the Captain role.

15.4 If a qualified employee is assigned to a rescue transport position receiving an hourly stipend, he or she will be paid the hourly stipend for that position for the time he or she serves in that capacity. This assignment is based on the needs of, and at the discretion of, the Department.

ARTICLE 16
EDUCATIONAL BENEFITS

16.1 Employees may attend educational programs at their cost if they can arrange their work schedules through shift swapping or annual leave. Where prior approval is obtained from the Fire Chief or designee, an employee will be reimbursed for tuition in accordance with 16.6 and 16.7 below, pending the availability of funds. So long as the Department maintains a state of operational readiness, the Department may provide shift coverage. Shift coverage must be requested in writing to the Fire Chief or his or her designee. In this instance, the employee will be "swapping" time with the department and may take time in 12 to 24 hr. increments, this time must be paid back in 12 to 24 hour increments. In the event of a schedule conflict, seniority, as defined in accordance with Article 6, will prevail.

16.2 Department training will be provided when necessary and practical as determined solely by the Fire Chief. Employees may voluntarily attend outside training without pay and on their own time, utilizing shift swapping or annual leave.

16.3 Training time mandated by the Department while on or off duty will be paid at the applicable rates in effect at the time of the training. Approved training costs such as tuition and books will be reimbursed by the Fire Department upon successful completion.

16.4 Approved training costs will be reimbursed by the Department only upon successful completion of the training program *(Successful completion is defined as completing the course or training program with grades as outlined in paragraph 16.6.3).* Employees seeking such reimbursement must not be on introductory probationary status, except those who are attending paramedic school.

16.5 When possible and upon prior approval from the Fire Chief or designee, the Department may provide transportation for out-of-county training programs.

16.6 Partial Tuition Refund Program: With the prior approval of the Division Chief, Division Chief of Training, and Fire Chief, the partial tuition refund program may be used to assist employees in obtaining a job-related degree or complete job related courses.

A. **Eligibility:** To be eligible to participate in the partial tuition refund program, an employee must:

1. Be a full time regular employee.

2. Have successfully completed introductory probationary period immediately preceding the start of classes, except those employees attending Paramedic school.

3. Be on active employee status at the time of application and upon completion of classes.

NOTE: An employee will not be reimbursed if he or she leaves the employ of the Fire Rescue Department before completing the course, or in case of course completion, before reimbursement can be processed.

4. Select courses which have a relationship to the employee's present job, possible future assignment or promotion, or be pursuing a degree which is related to the employee's job.

5. Schedule courses which will not interfere with normally scheduled work unless use of accumulated annual leave, shift swaps, or is approved by the Fire Chief or designee.

6. Select courses offered at an accredited secondary school, college or university, or business school, technical institute or trade school. Questions regarding the qualification of an educational institution should be addressed to the Division Chief of Training.

B. **Service Obligation**: Employees who participate in the program must agree to remain in the employ of the Fire Rescue Department for at least one (1) year following course completion. Employees who retire, resign, or are terminated for cause within the one (1) year period shall reimburse the Fire Rescue Department for tuition benefits paid to them for courses completed during the preceding twelve (12) months. Reimbursement shall be by cash payment or from any monies due at the time of separation.

C. **Refunds**: Refunds will be made to approve applicants who complete courses in accordance with the following:

1. Refunds will only be made for satisfactory completion of undergraduate courses with grades of A,B,C, or "Pass" when used by a school in lieu of a letter grade; or completion of graduate courses with grades of A or B, or "Pass" when used by a school in lieu of a letter grade.

2. Effective October 1, 2023 a maximum of $1,250 per fiscal year will be approved for any one employee.

3. Refunds will not be made for textbooks, materials, or student activities, or parking fees.

4. The County will reimburse employees only to the extent that they are not reimbursed through other Federal, State or local programs.

5. Refunds are made only on receipt of evidence of payment and certification of passing grades or successful completion where appropriate.

6. Request for refund shall be made within thirty (30) days after completion of an approved course.

D. **Application:**

1. Application for approval of courses is made on the Tuition Refund application form electronically, and submitted through the employee county email.

2. An application for each course is to be submitted to the Division Chief of Training and the Fire Chief or designee, for final approval.

3. The completed application must be filed with the Training Division at least two (2) weeks before the course begins, unless approved by Fire Chief.

4. The application will be approved or disapproved in accordance with the eligibility criteria, refund limitations, and availability of funds.

5. A copy of the approved or disapproved application will be returned to the employee.

6. Employees must pay tuition and other costs directly to the school.

16.7 Paramedic Tuition Program: To be eligible to participate in the tuition program an employee must:

A. Be a full time regular employee.

B. Have successfully completed introductory probationary period immediately preceding the start of classes, except those employees attending paramedic school.

C. Be an active employee at the time of application and upon completion of classes.

D. Tuition will be limited to and not to exceed the College of Central Florida's current advertised tuition rate.

16.8. APPLICATION:

A. Application for approval of courses is made on the Tuition Refund application form.

B. An application for each course is to be submitted to the Division Chief of Training and the Fire Chief or designee, for final approval.

C. The completed application must be filed with the Training Division at least two (2) weeks before the course begins, unless approved by the Fire Chief or designee.

D. The application will be approved or disapproved in accordance with the eligibility criteria.

E. A copy of the approved or disapproved application will be returned to the employee.

F. The employee agrees to authorize the school or college to release grade reports to MCFR Training Division. In that regard, the employee shall execute a release and authorization form and any other form necessary to effect release of employee's grades to MCFR.

16.9. Students may enroll at the Florida school of their choice and submit the required fee slip to the Training Division along with a completed tuition reimbursement form. The Training Division will then submit the required payment directly to school. After each semester, the student shall return to the Training Division and present a report card along with the next semester's required fee slip. If the student is not passing then payment shall be denied.

A. If the employee fails, the employee shall reimburse MCFR for all fees and costs expended by MCFR associated with funding the employee's paramedic education. These reimbursable costs include, but are not limited to, all tuition, fees paid by MCFR on behalf of the employee. An employee who fails will not be able to use funds from the Tuition Refund Program for Paramedic School.

B. If the employee withdraws from class and chooses not to continue, they shall immediately reimburse MCFR for all costs as set forth above.

16.10. For funds which have been reimbursed by state and federal programs for this training, the employee shall not be responsible for providing reimbursement as required by this agreement.

16.11. **Service Obligation:** Employees who participate in the Paramedic program must agree to remain in the employ of the Fire Rescue Department for at least two (2) years following state certification. Employees who retire, resign, or are terminated for cause within the two (2) year period shall reimburse the Fire Rescue Department for tuition benefits paid. Reimbursement shall be by cash payment or from any monies due at the time of separation.

Marion County Fire Rescue Department
Tuition Refund Application

Employee Name: _____

Job Title: _____

Name & Location of University, College or School: _____

Date Class Begins: _____ Date Class Ends: _____ Course Code#: _____

Title of Course: _____

Credit Hours: _____ Tuition $: _____ Registration $: _____ Lab Fee $ _____

Lodging $: _____ Meals $: _____ Transportation $: _____

□ Undergraduate Course □ Graduate Course
□ Technical School □ Seminar
□ Other

(Please attach course description and/or other related paperwork to this application)

Catalog description of course:

_____
_____

State how your proposed course work meets the objectives of the Tuition Refund Program:

_____
_____

It is my intent at this time to remain in the employ of the Marion County Fire Rescue Department for following completion of approved course work "except paramedic training"; and two years following initial state certification as a paramedic. In the event I leave the employment of the County within this time period, I agree to repay the County for tuition refund benefits applicable to courses completed during such period.

Employee Signature: _____ Date: _____

Approvals:	**Yes**	**No**	**Date**
Division Chief of Training or Designee_____	□	□	_____
Fire Chief or Designee: _____	□	□	_____

Comments:_____
_____
_____
_____

Date Returned to Employee: _____

ARTICLE 17
TRAVEL PAY

17.1 If a member of the bargaining unit is required to use his or her own vehicle for approved official business, he or she will be reimbursed in accordance with the State of Florida guidelines, including reimbursement for mileage when, after reporting for duty, he or she is sent to another station using their own personal vehicle. The employee shall also be reimbursed for mileage if sent back to the originating station.

17.2 All travel reimbursements will be paid on a quarterly basis.

ARTICLE 18
HOLIDAYS

18.1 The following nationally recognized holidays are observed by the County as recognized by the Marion County Board of County Commissioners or specifically listed below:

New Year's Day
M.L. King Birthday (3rd Monday in January)
Memorial Day (Last Monday in May)
Independence Day
Labor Day (1st Monday in September)
Veteran's Day
Thanksgiving Day (4th Thursday of November)
Friday after Thanksgiving
Christmas Day

Any other day declared an employee holiday by the County Commission.

18.2 Employees that work on Marion County approved holidays will receive pay at time and one half (1 1/2) for all actual holiday hours worked. In order to receive overtime pay, an employee must be in an approved pay status on the employees scheduled shift prior to the holiday, the day of the holiday, and the following employees scheduled shift after the holiday.

18.3 In lieu of holiday pay, all active employees will receive 96 hours of annual leave time, which includes the 9.6 hours of personal holiday, added to their accrual on October 1st in each year of the contract. (See Article 19)

18.4 Employees who are hired after October 1st in each year of the contract will have the holiday hours converted to annual leave on a pro-rated basis as follows:

Hired between October 1st and Veterans Day. . . . . 96 hours
Hired after Veterans Day and before Thanksgiving Day. . . . . 86.4 hours
Hired after Thanksgiving Days and before Christmas. . . . . .67.2 hours
Hired after Christmas Day and before New Year's Day . . . . .57.6 hours
Hired after New Year's Day and before M. L. King Day . . . . .48 hours
Hired after M. L. King Day and before Memorial Day . . . . . 38.4 hours
Hired after Memorial Day and before Independence Day… … … … . 28.8 hours
Hired after Independence Day and before Labor Day… … … … … . . 19.2 hours
Hired after Labor Day and before October 1st. . . . . 9.6 hours

18.5 Employees who terminate prior to the actual date of future holidays or on the actual date of the holiday will have their annual leave accruals deducted in the following manner:

Terminate between October 1st and Veterans Day. . . . . 96 hours
Terminate after Veterans Day and before Thanksgiving Day. . . . . 86.4 hours
Terminate after Thanksgiving Days and before Christmas. . . . . 67.2 hours
Terminate after Christmas Day and before New Year's Day . . . . . 57.6 hours
Terminate after New Year's Day and before M. L. King Day . . . . . 48 hours
Terminate after M. L. King Day and before Memorial Day . . . . . 38.4 hours
Terminate after Memorial Day and before Independence Day . . . . . .28.8 hours
Terminate after Independence Day and before Labor Day . . . . . .19.2 hours
Terminate after Labor Day and before October 1st. . . . . .9.6 hours

ARTICLE 19
ANNUAL LEAVE

19.1 The following procedures will be used for scheduling annual leave and resolving any conflicts of scheduling which may arise:

A. Request for annual leave use for the following year must be submitted before or during the month of December of each current year and will be processed by shift.
   a. For employees at the rank of Lieutenant and below preference will be given to the employee's seniority date.
   b. For employees at the rank of Captain preference will be given to employee's service classification date.

When an employee cannot take annual leave due to circumstances not foreseeable at the time of scheduling, the employee may request a change in scheduling, and the Fire Chief or Designee, will normally grant such a request, provided no other employee may be bumped off his or her scheduled annual leave, and provided further there will not be more than sixteen (16) employees per shift on annual leave at any one time.

1. No more than sixteen (16) 24 hour blocks for dual-certified employees per shift will be allowed annual leave at the same time unless authorized by the Fire Chief, two (2) Captains, four (4) Lieutenants, four (4) DE1s, and six (6) non-promoted, dual-certified employees.

   a. Whenever the employee per shift allowance is changed, union and management will meet to determine adjusted breakdown for each grouping of employees. The final determination will be at the discretion of the Fire Chief of his or her designee.

C. The employee per shift allowance shall be three (3) single-certified employees.

D. The employee per shift allowance shall be one (1) Critical Care Paramedic, unless authorized by the Fire Chief.

E. Requests for annual leave are collected on TeleStaff (or subsequent automated staffing program) to be awarded by the rules established in TeleStaff (or subsequent automated staffing program).

1. The County will maintain a list of employees that requested an approved holiday off the holiday based on the top 5 employees by rank and seniority at the time of annual bid process. If an employee

that was awarded an approved holiday off cancels the day within the required time frame the next person on the list will be offered the day.

F. In the event an employee has not requested annual leave as outlined in 19.1.a. a request can be made 14 calendar days in advance of the planned annual leave usage, unless otherwise approved by the Fire Chief or designee, and shall be counted as hours worked. Approval is contingent on the existing annual leave schedule and with the sole approval of the Fire Chief.

19.2 The County grants annual leave to employees covered by this Agreement. Fifty-Six (56) hour shift employees accrue annual leave in accordance with the following:

ANNUAL LEAVE ACCUMULATION SCHEDULE
EFFECTIVE JUNE 20, 2026 thru September 30, 2026

YEARS OF CONTINUOUS SERVICE	LEAVE EARNED PER PAY PERIOD	LEAVE EARNED PER PAY YEAR
0 - 4.99 Years	5.18 Hours	134.68 Hours
5 - 9.99 Years	6.47 Hours	168.22 Hours
10+ Years	8.61 Hours	223.86 Hours

An employee may accumulate leave in excess of the limitations during the calendar year; however, the excess leave must be used by the end of the last pay period of the calendar year as determined by the payroll department or it will be forfeited. The limitations of annual leave are as follows:

CONTINUOUS SERVICE YEARS	CARRY-OVER LIMITATIONS
0 – 4.99 Years	342 Hours
5 – 9.99 Years	409 Hours
10 + Years	520 Hours

Annual leave hours earned will be credited to the employee biweekly, based upon the Annual leave schedule contained in this Agreement listed below. Single-Certified EMS employees accrue annual leave in accordance with the following:

Service Years Pay period	Leave Earned per year	Total leave earned
0 – 4.99 years	4.45 hours	115.70 hours
5 – 9.99 years	5.56 hours	144.56 hours
10 + Years	7.39 hours	192.14 hours

An employee may accumulate leave in excess of the limitations during the calendar year; however, the excess leave accrued as of the end of the last pay period of the calendar year, must be used by the end of the last pay period of the calendar year, as determined by the payroll department or it will be forfeited. The limitations of annual leave are as follows:

Service Years	Carry Over Limitations
0 – 4.99 years	304 hours
5 – 9.99 years	362 hours
10 + Years	458 hours

In the event an emergency has been declared in accordance with Article 2.3, and an employee's scheduled annual leave was canceled, thereby causing him to exceed the maximum accruals, an extension of up to six months may be requested in order to take annual leave and meet the maximum accrual rates.

19.3 Employees who were employed by EMSA shall also keep their seniority beginning October 1, 2008. For example: If 100 employees are hired on October 1, 2008, then they shall be given their seniority with MCFR in the order of their EMSA seniority. However they shall not be placed in front of any employee currently employed by MCFR.

19.4 Newly hired probationary employees accrue, but are not authorized to use, annual leave for the initial six months of employment. Employees who terminate for any reason during the first six months of employment will not be paid for annual leave. Employees are eligible to request annual leave after successful completion of the initial six months of their probationary period.

19.5 If an employee's sick leave is exhausted and he or she is not able to return to work, the employee may request the use of annual leave upon submission of a valid medical excuse to the Employee Health Clinic and a Duty Status form to Fire Rescue Headquarters, no later than ninety-six (96) hours following the absence. The request to use annual leave in lieu of leave without pay should be sent in writing to the Deputy Chief.

19.6 Annual leave shall not be used in increments of less than twenty-four (24) hours. Annual leave used for education may not be used in increments of less than eight (8) hours.

19.7 In the event the Fire Chief or designated County Official determines an emergency situation exists, any or all approved annual leave may be canceled and/or rescheduled. In such an event, the rescheduling shall be processed in accordance with 19.1 above.

19.8 Any employee who has completed the initial twelve (12) months of his or her new-hire probationary period and who is laid off, resigns with proper notice, or retires, shall be paid for all accrued, but unused annual leave hours. Any employee who resigns without proper notice or who resigns in lieu of termination or who is

terminated for performance or behavior problems shall forfeit all accrued, but unused annual leave hours, unless otherwise directed by the County Administrator. Payment for accrued, but not used, annual leave will not exceed the limitations contained in 19.2. The rate of annual leave pay shall be the employee's regular straight time rate in effect for the employee's regular job classification at the time of separation.

19.9 Active employees may not receive pay in lieu of taking a vacation. Earned annual leave cannot be "sold" or "exchanged" for cash payment with the exception of the 96 hours transferred from Holiday pay.

19.10 Annual leave days scheduled 14 days in advance shall be counted as hours worked in calculating overtime.

19.11 Effective October 1, 2022, all active employees, with the exception of those on sick leave, or disciplinary probation, shall receive a “Personal Day” each payroll calendar year. The “Personal Day” must be taken in a full twenty four (24) hour increment and within the previously referenced time period. The “Personal Day” is not subject to pay out if not taken prior to an employee terminating employment. Request for “Personal Day” use for the following year must be submitted before or during the month of December of each current year and will be processed by shift. Preference will be given to the employee’s seniority date. The “Personal Day” will not be counted as hours worked in calculating overtime. The rate of “Personal Day” pay shall be the employee’s regular straight time rate in effect for the employee’s regular job classification. In the event the Fire Chief or designated County Official determines an emergency situation exists, any or all approved “Personal Days” may be canceled and/or rescheduled.

The “Personal Day” will be eligible for a “buy-out” at the request of the employee.

19.12 Leave Buy Out: Employees shall have the option of receiving pay at straight time up to a maximum of 120 hours of annual leave time, per year subject to the following provisions:

Eligible leave for “Buy Out” requirements;

A. Personal Day as listed under Article 19.11.

B. Up to 96 hours transferred from Holiday pay.

Any employee wishing to exercise the “Leave Buy Out” option must exercise this option between November 1st and November 15th of the year in which the requirements have been met. The employee shall make this request in writing to the Fire Chief or designee.

Any decision to exercise this option subsequent to November 15th of the year in which the requirements have been met shall not be considered.

Employees in a New Hire Probationary job classification are not eligible to participate until after six (6) months of employment.

ARTICLE 20
SICK LEAVE

20.1 All full-time employees covered by this Agreement shall accrue four (4) hours of sick leave for each bi-weekly period worked. Sick shall accrue beginning with the first payroll period following the date of hire or rehire. Sick leave credits shall not accumulate during periods of leaves of absence without pay.

20.2 Sick leave shall be used only with the consent and written approval of the Fire Chief or designee. Probationary employees covered by this Agreement shall use leave without pay for absences during the initial six (6) months of employment, if authorized by the Fire Chief or designee. Only with strict approval of the Fire Chief or Designee, may a probationary employee use sick leave during the initial six (6) months of employment. Employees covered by this Agreement may use accrued sick leave for a personal illness, accident, injury, or a physician's appointment.

20.3 A request may be made to utilize sick for the illness or injury of a member of the employee's immediate family. Immediate family is defined as spouse, parents, children, grandparents, brothers, sisters, grandchildren or mother/father-in-law of the employee, or persons living in the employee's household that the court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home

20.4 Frequent use of sick leave under this Agreement will constitute sufficient grounds for a presumption that the physical fitness of the covered employee is below the standard necessary to perform the required duties. Sick leave usage approved under the provisions of Family Medical Leave Act (FMLA) is exempt from being defined as abuse. Abuse of sick leave use will constitute grounds for disciplinary action, not excluding termination of employment.

20.5 Sick leave may be accrued up to a maximum of 1040 hours.

A. Employees with more than ten (10) years but less than twenty (20) years with the County may be paid for ten percent (10%) of their accrued sick leave hours, at their regular rate of pay at the time of termination.

B. Employees with more than twenty (20) years but less than twenty-five (25) years with the County may be paid for twenty percent (20%) of their accrued sick leave hours, at their regular rate of pay at the time of termination.

C. Employees with more than twenty-five (25) years with the County may be paid for twenty-five percent (25%) of their hours at their regular rate of pay at

the time of termination

D. Employees with more than thirty (30) years with the County may be paid for thirty percent (30%) of their hours, at their regular rate of pay at the time of termination.

E. Employees with less than ten (10) years with the County shall not be reimbursed for any unused sick leave hours.

Employees who voluntarily resign with a written notice of resignation of fourteen (14) calendar days or more, shall be paid for unused sick leave hours in accordance with the section above. Employees terminating from the County without providing a fourteen (14) calendar day written notice, or whose termination is the result of an administrative action against them for performance or behavior reasons, shall forfeit all unused sick leave hours unless otherwise approved by the County Administrator, or his or her designee.

20.6 Sick Leave Probation - Sick leave probation shall be imposed for abuse of sick leave, which is defined as:

A. Frequent use of sick leave in conjunction with holidays, or distribution of pay checks.
B. Frequent use of sick leave when scheduled for undesirable temporary shifts or assignments, or during periods of peak work load.
C. Requesting sick leave for an absence for which annual leave has previously been denied.
D. Frequent occurrences of illness during the work day.
E. Peculiar and increasingly improbable excuses.
F. Using sick leave immediate after it is accrued/earned without documentation.

In the case of sick leave abuse, the Fire Chief or designee should weigh all factors in these situations before reaching a judgment and consult Human Resources if needed for guidance.

20.7 MEMBER EMPLOYEE SICK LEAVE DONATION PROGRAM

A. The County will provide a leave donation program to eligible members recognized by this contract. The leave donation program shall be provided under the general guidance of the Human Resources Director. Eligible employees may request or donate leave as described in this policy.

B. For the purpose of this policy, the following definitions shall apply:

1. Donor: An eligible member who has elected to donate leave to another member.

2. Immediate Family: The member's spouse, child, parent, and any person who resides in the member's household and is recognized by law as a dependent of the member.

3. Recipient: An eligible member who has been authorized to solicit donations of leave from members. The maximum allowable leave donations within a twelve (12) month period is (480) hours.

C. This policy is applicable to all members of the County who are eligible to accrue and use paid leave and who have been continuously employed for not less than twelve (12) months in a County position(s) entitled to earn leave.

D. Leave donation shall be permitted from one County member to another County member subject to the provisions of this policy.

E. The Director of Human Resources or designee shall have the discretion to approve or deny all requests to solicit leave donation.

F. Leave donation shall be strictly voluntary. The identity of donors shall be confidential and shall not be provided to the recipient or to any other individual unless necessary to administer the donation.

G. No member shall threaten, coerce, or attempt to coerce another member for the purpose of interfering with rights involving the donation, receipt, or use of leave. Prohibited acts include, but are not limited to, promising to confer or conferring a benefit such as appointment, promotion, or salary increase, or making a threat to engage in, or engaging in an act of retaliation against the member. Any violation of this provision shall be considered to be misconduct and shall be subject to disciplinary action, up to and including termination.

H. To be eligible to request donated leave, a member must:

1. Be employed in a position entitled to earn and use leave;

2. Have been continuously employed for not fewer that twelve (12) consecutive months in a position entitled to earn leave;

3. Not have been on an attendance or other corrective action plan or undergoing disciplinary action for leave abuse or misuse in the twelve (12) month period preceding the request;

4. Have exhausted all accrued leave (Sick and Annual).

I. Use of donated leave: All donated leave becomes sick leave, and is therefore subject to applicable provisions of the County policy governing sick leave usage. Accordingly, a recipient may use donated leave for:

1. Personal illness or disability;

2. And Medical care, illness, or accident in the member's immediate family which requires the employee's presence.

J. A member may not solicit leave donations for:

1. Any occupationally related accident or illness which is compensable under Worker's Compensation benefits;

2. Disability incurred in the course of committing a felony or assault;

3. Normal child birth;

4. Intentional self-inflicted injuries;

5. Cosmetic and elective surgery.

K. A member may not use donated leave in the following circumstances:

1. During periods of disciplinary probations, suspensions, or sick leave probation, or;

2. While receiving disability insurance benefits.

L. Members on sick leave probation may only use donated leave with the approval of the Fire Chief or Designee.

M. To be eligible to donate leave, a donor must:

1. Be employed in a County position entitled to earn and use leave;

2. Have been continuously employed for not fewer than twelve (12) consecutive months by the County in a position(s) entitled to earn leave;

3. Have no less than eighty (80) hours of accrued sick leave and/or no less than eighty (80) hours of accrued annual leave;

4. Have not submitted a written notice of resignation or retirement;

5. Not be the recipient of proposed adverse action for dismissal or on a disciplinary suspension or probationary status.

6. Not be on any form of authorized or unauthorized leave of absence without pay.

N. Request to solicit donated leave shall be as follows:

1. A member may request solicitation of donated leave no more than thirty (30) calendar days prior to going into an authorized leave without pay status.

2. The member must request approval to solicit donated leave by submitting a Request for Donated Leave Form, which describes the circumstances upon which the request to solicit leave donations is based, and a County Certification of Health Care Provider Form, which must be completed by a physician or licensed health care provider. Submission of this request is the member's release to allow the Clinic Supervisor to review the request.

O. The Certification of Health Care Provider Form must include the following information:

1. The date the health condition began;

2. The probable duration of the condition/treatment or absence in days, weeks, or months;

3. The appropriate medical facts within the health care provider's knowledge; and

4. The extent to which the member is unable to perform the essential functions of his/her position or the estimated amount of time the member is needed to care for a member of the immediate family, whichever is applicable.

P. If the member has previously submitted an acceptable medical certification form covering the period of illness or disability, a copy of this certification may be submitted with the request of donated leave. The Clinic Supervisor will review the information submitted and other relevant facts to determine whether the request to solicit leave should be approved. If the request to

solicit leave is approved, the Director of Human Resources or designee will designate the member as a recipient under the provisions of this policy.

Q. Upon approval of the request to solicit leave, designated Human Resources staff shall prepare a proposed Solicitation of Donated Leave Announcement Form based on the information provided in the Request for Donated Leave Form.

R. The Solicitation of Donated Leave Announcement shall be circulated to all members recognized by this contract via electronic mail for circulation/posting. Leave donations, however, will be accepted until the maximum number of hours (480) is received or until the recipient returns to work and is no longer eligible for leave donations, whichever is sooner.

S. Leave donation procedures will be as follows:

1. The donor must complete a Leave Donation Form, which identifies the type and amount of leave being donated, authorizes the deduction of the leave from the leave balance (s), assigns the recipient, and surrenders any future claim to the leave if it is credited to the recipient. However, leave will be credited to the recipient only as needed, and it will be returned to the donor if the recipient returns to work or reaches the maximum allowable hours (480) before the leave is used.

2. The donor may give any amount of annual leave as long as the donor maintains a minimum balance of sixty (60) hours of annual leave after donation.

3. The donor may give up to 120 hours of sick leave per calendar year, as long as the donor maintains a minimum balance of sixty (60) hours of sick leave after donation.

4. Donations must be made in whole hours with the minimum donation amount being eight (8) hours.

5. Members who wish to donate leave must submit a Leave Donation Form to the Human Resources Director or designated staff.

6. After reviewing the member's request to donate leave, the Director of Human Resources or designee will provide the potential donor with either the donated leave response acceptance or a donated leave response returned memorandum.

T. Receipt and use of Donated Leave shall be as follows:

1. Donations, not to exceed (480) hours (for full-time members) shall be credited to a recipient in the order in which the donations are received by the Human Resources Department and as the recipient needs the

hours. Donations received after the maximum use of donated hours has been reached, will not be accepted. Note: Part-time employees will receive a pro-rated amount of donations based on the (480) hour maximum.

2. Multiple donations are permitted for the same recipient. However, no recipient, who is a full-time member, will receive more than 480 hours of donated leave in a twelve (12) month period.

3. While using donated leave, the recipient will be in a pay status and, as a result, will accrue annual and sick leave. All accrued leave must be used prior to continuing to use donated leave.

ARTICLE 21
INCENTIVE HOURS

21.1 To provide incentive for employees who make conservative use of their sick leave privileges, the County provides incentive hours. There are a total of forty-eight (48) incentive hours for employees available per fiscal year. For those employees employed for a full fiscal year, the following applies:

A. 0 sick hours taken .....48 incentive hours earned as annual leave

B. 1 sick hour taken .....47 incentive hours earned as annual leave

C. 2 sick hours taken .....46 incentive hours earned as annual leave (and so on)

D. 47 sick hours taken .....1 incentive hour earned as annual leave

E. 48 or more sick hours taken….0 incentive hours earned as annual leave

Employees with less than six (6) months of County service are not eligible for incentive hours. Employees with more than six (6) months of County service, but less than one year are provided a pro-rated share of incentive hours.

21.2 Leave Buy Out: Employees shall have the option of receiving pay at straight time up to a maximum of 48 hours for of leave time per year subject to the following provisions:

Any employee wishing to exercise the “Leave Buy Out” option must exercise this option between November 1st and November 15th, of the year in which the requirements have been met. The employee shall make this request in writing to the Fire Chief or designee.

Any decision to exercise this option subsequent to November 15th of the year in which the requirements have been met shall not be considered.

Employees in a New Hire Probationary status are not eligible to participate until after six (6) months of continuous employment.

ARTICLE 22
PAID LEAVE OF ABSENCE

22.1 An employee who is summoned as a member of a jury is granted leave of absence with pay. Employees summoned for jury duty, but not selected, must report back to the job site. An employee subpoenaed as a witness involving his or her personal litigation is able to utilize annual leave. Absences due to litigation involving County business are paid as regular time worked. Employees will not be reimbursed by the County for meals, lodging, or travel expenses incurred while in service as either a juror or a witness, in personal business. Any witness fees or stipend received (except travel and meal allowances) must be returned to the Marion County Board of County Commissioners, payable at the Finance office per FS 40.24.

22.2 Paid leave shall be granted to employees to attend such meetings and conferences as may contribute to the effectiveness of his or her employment upon approval by the Fire Chief. Travel to meetings and conferences outside of Florida must be approved by the County Administrator or designee.

22.3 An employee may be granted leave with pay for the purpose of taking examinations, provided such examinations are pertinent to his or her employment, as determined and approved by the Fire Chief.

22.4 Employees, upon request to attend to the death or burial of an immediate family member, will be granted up to 24 hours of paid leave. Immediate family is defined as the employee's spouse, child, step-child, parent, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparent-in-law and grandchildren, or a person living in the home that the Court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home. Employees may utilize approved sick leave in conjunction with bereavement leave as approved by the Fire Chief or Designee.

ARTICLE 23
FAMILY AND MEDICAL LEAVE ACT LEAVE OF ABSENCE

23.1 Any employee may request that the Fire Chief grant up to twelve (12) workweeks of unpaid Family and Medical Leave Act (FMLA) leave during any rolling twelve-month period, measured backward from the date leave is requested, if the employee has worked for the County for at least twelve months (52 weeks) and has worked at least 1,250 hours during the twelve-month period immediately before the date when the leave would begin. The twelve months of employment need not be consecutive months unless there is a break in service of more than seven (7) years. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week, or if the employee is on leave during the week.

All eligible employees are also entitled to a total of twenty six (26) weeks of military caregiver leave during a single twelve (12) month period. The single twelve (12) month period is measured forward from the date an employee's leave to care for the covered service member begins.

23.2 FMLA leave is available to eligible employees for the following reasons:

A. because of the birth of a child and to care for the newborn child, or for placement of a child with the employee for adoption or foster care; or

B. to care for the serious health condition of an immediate family member defined as the employee's spouse, child under 18 years old, child 18 years old or older who is incapable of self-care because of mental or physical disability, or the employee's parent (not parent-in-law); or

C. because of the employee's serious health condition which makes the employee unable to perform the functions of his or her job; or

D. a qualifying exigency arising out of the fact that a spouse, son, daughter or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or reserves, or

E. the spouse, son, daughter, parent or next of kin of a covered service member with a serious illness or injury.

Employee's total leave entitlement is limited to a combined total of twenty six (26) weeks for all qualifying reasons under FMLA and caregiver military leave.

23.3 For the purpose of this Article, serious health condition means an illness, injury, impairment, or physical or mental condition that involves any of the following:

A. an overnight stay for inpatient treatment in a hospital, hospice or residential medical care facility; or

B. a period of incapacity requiring absence from work, school or other regular daily activities of more than three (3) calendar days and that also involves continuing treatment by or under the supervision of a health care provider; or

C. continuing care by or under the supervision of a health care provider for:

1. prenatal care; or

2. a chronic or long-term health condition that is incurable or so serious that, if not treated, would result in a period of incapacity of more than three (3) calendar days.

23.4 For the purpose of this Article the following definitions will apply:

A. Child – biological, adopted, or foster child; stepchild; legal ward; or child of a person standing in loco parentis who is under eighteen (18) years of age; or eighteen (18) years of age or older and incapable of self-care because of mental or physical disability.

B. Health Care Provider – a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices, physician assistant or other para-professional medical professional performing within the scope of their practice as defined under state law.

C. Parent – the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

D. Serious Health Condition – an illness, injury, impairment, or physical or mental condition that involves inpatient care at a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

E. Continuing Treatment – treatment two or more times by a health care provider within a thirty (30) day period. For chronic conditions, such visits must take place at least twice a year.

F. Qualifying Exigency – a non-medical activity that is directly related to the covered military member's active duty or call to active duty status.

G. Active Duty or Call to Active Duty – duty under a federal call or order (not a State call) in support of a contingency operation made only to members of the National Guard or Reserve components or a retired member of the Regular Armed Forces or Reserve.

H. Covered Service Member – *current* member of the Regular Armed Forces, National Guard, or Reserve receiving medical treatment, recuperation or

therapy including those on the temporary disability retired list because of an injury or illness incurred in the line of active duty.

23.5 Any family and medical leave taken by an eligible employee will be counted against the employee's annual twelve workweek limitation or the annual twenty six workweek limitation if combined with military caregiver leave.

23.6 Spouses employed by the County are jointly entitled to a combined total of twelve workweeks of FMLA leave for:

A. the birth of a child and to care for the newborn child; or

B. the placement of a child with the employee for adoption or foster care; or

C. care of a parent (but not a parent-in-law) who has a serious health condition.

23.7 FMLA leave for the birth of a child and to care for the newborn child, or for the placement of a child with the employee for adoption or foster care, must be concluded within twelve months of the birth or placement.

23.8 FMLA leave may be taken intermittently whenever it is medically necessary because of an employee's serious health condition or to care for an immediate family member with a serious health condition. FMLA leave may not be taken intermittently for the birth of a child or to care for the newborn child, or for the placement of a child with the employee for adoption or foster care, unless approved by the Human Resources Director or designee.

23.9 Employees who request intermittent FMLA leave due to planned medical treatment may be required, at the County's discretion, to transfer temporarily to an alternative position with equivalent pay and benefits which better accommodates recurring periods of leave than the employee's regular employment position.

23.10 Employees may substitute accrued paid leave (e.g., vacation, sick leave) for unpaid FMLA leave at the commencement of an FMLA leave of absence. Employees requesting military exigency leave may only substitute accrued annual leave.

23.11 Employees are required to complete a Leave Request Form to apply for FMLA leave. In the event that an employee is unavailable, the form can be completed by the employee's spouse, another family member, or any other responsible person. FMLA leave can only be used for the condition and/or family member originally documented.

23.12 Employees must provide at least thirty (30) days' advance notice before taking FMLA leave if the need for the leave is foreseeable. If the need is not foreseeable, or if thirty days' notice is not practicable, the employee must notify the County of the need for FMLA leave as soon as practicable. This means notifying the County within one or two working days of learning of the need for family and medical leave, except in extraordinary emergencies. Failure to give thirty days' advance notice for

a foreseeable FMLA leave, with no reasonable excuse for the delay, may result in the leave being denied until at least thirty days after the date on which the County is notified.

23.13 Employees who request FMLA due to a serious health condition, the serious health condition of an immediate family or military member, or for military exigency will be required to obtain a medical or exigency certification form. The form must be completed within 15 calendar days of the date you first go on leave, unless it is not practicable under the circumstances to do so despite your diligent, good faith efforts. If the County does not receive the medical or exigency certification form on a timely basis, it may deny the employee's request to take FMLA leave or postpone any further continuation of the leave until the required certification is provided. Yearly re-certification of the employee's condition is required.

23.14 If the County has reason to doubt the validity of any medical certification, it may require the employee to obtain a second medical opinion at the County's expense. The County has the right to designate the health care provider that will furnish the second opinion, but the second provider cannot be employed on a regular basis by the County. If the two medical opinions differ, the County may require the employee to obtain certification from a third medical health care provider at the County's expense. This third opinion will be final and binding. The third health care provider must be designated or approved jointly by the employee and the County. Failure to attempt, in good faith, to reach agreement with the County on a third health care provider, or refusal to see the third health care provider, or refusal to see the third health care provider who has been chosen, will result in the employee being bound by the second medical opinion.

23.15 Employees on FMLA leave will be required to report periodically on their status and intent to return to work.

23.16 The County may also require any employee and their health care provider to complete one or more additional medical certification forms at reasonable intervals during any FMLA leave, but not more often than every 30 days unless one of the following occurs:

A. the employee requests an extension of leave; or

B. circumstances described in the previous certification have changed significantly; or

C. the County receives information that casts doubt on the continuing validity of employee's previous certification; or

D. employee is unable to return to work after the family and medical leave ends because of the continuation, recurrence or onset of a serious health condition involving employee or employee's immediate family member.

23.17 Employees on FMLA leave because of their own serious health condition will be required to obtain and present a fitness-for-duty certification from the health care provider which states that the employee is able to resume work. The fitness-for-duty certification relates only to the particular health condition that caused employee's need for family and medical leave. The County may deny employee's reinstatement until the fitness-for-duty certification is provided. In the case of FMLA in support of a family member, the employee must also provide medical documentation verifying the medical condition of the family member upon returning to work. Any intermittent use of FMLA also requires documentation from the health care provider which states that the employee is able to resume work.

23.18 Employees will retain their medical coverage during any FMLA leave on the same terms as if the employee had continued to work. Employees are required to pay the share of health plan premiums which had been paid prior to the start of the leave. Premium payments are due on the dates that they would have been deducted from employee's paycheck while an active employee and must be in the form of a check or money order made payable to the County. Medical coverage will terminate if an employee fails to pay any premium within 30 days of the due date. If the County decides within its discretion to continue an employee's medical coverage despite his or her failure to pay premiums on a timely basis, it may later recover the employee's share of any premium payments that are missed.

23.19 If an employee fails to return to work for at least 30 days after his or her leave entitlement has been exhausted or expires, the County may recover the employer share of health plan premiums with respect to the employee's unpaid family and medical leave unless the reason the employee has failed to return to work is due to the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. The County will require medical certification of the serious health condition that prevents the employee from returning to work in such circumstances.

23.20 Employees returning from FMLA leave will be restored to their normal duty status with equivalent pay, benefits, and other terms and conditions. If the employee's job, status, pay, benefits, or other terms and conditions of employment would have been altered had the employee not taken FMLA leave, then the employee will be subject to those changes upon return from FMLA leave.

23.21 Employees who fraudulently obtain family and medical leave from the County are not entitled to reinstatement or maintenance of employee benefits.

23.22 Employees receiving medical care for a worker’s compensation injury or illness will be automatically enrolled in FMLA coverage if such injury or illness qualifies for Family Medical Leave coverage.

ARTICLE 24
HEALTH AND LIFE INSURANCE

24.1 Individual coverage for health benefits, which shall include medical and hospitalization benefits, is provided to employees at the same coverage and contribution rate as all other County employees, effective on the first day of the month following thirty (30) days of regular (non-temporary) employment. Family medical coverage is available to employees upon request, following 30 days of regular employment or if requested within thirty (30) days of a major family status change event such as defined by the insurance carrier.

24.2 A Basic life insurance policy is provided at no cost to the employee effective on the first day of the month following thirty (30) days of regular employment, as provided to all other employees of the County.

When the County determines that there is reason to change rates or coverage under the group health insurance plan or life insurance the changes will be presented and reviewed at the Marion County Risk and Benefit Services quarterly insurance meeting. The Collective Bargaining Unit President shall be notified and included on the agenda and minutes distribution list. Each fiscal year, renewals and changes will be presented and approved by the Board of County Commissioners for all County Employees.

A. The Union may bargain over the impact of the county's implementation of healthcare coverage and cost.

24.3 Employees and their families may be eligible to continue group health benefits within the terms of COBRA in the event of termination, layoff, retirement, death, divorce and in the case of a dependent child reaching maximum insurance age. Contact the Risk & Benefit Services within thirty (30) days of any of the aforementioned events.

ARTICLE 25
RETIREMENT

25.1 All regular employees are eligible to enroll in the Florida Retirement System which was established in December 1970. Florida Retirement System (FRS) is a single retirement system consisting of two primary retirement plans. The two optional retirement programs for particular employee groups are: FRS Pension Plan and the Public Employee Optional Retirement Program (FRS Investment Plan). Employees must make a selection as to which plan they wish to join.

25.2 Florida Retirement System is contributory for members. Member contribution rates will be determined by Florida Statute.

25.3 All retiring employees shall notify the Human Resources Department Director no later than four (4) months prior to the normal service retirement date to begin processing the necessary paperwork. Further information about the FRS is available in the Human Resources Office.

ARTICLE 26
HEALTH AND SAFETY

26.1 The County and Union agree that the safety and welfare of employees is a primary concern.

26.2 An employee will immediately report to his or her company officer or on-duty Division Chief any non-vehicular equipment/procedures he or she feels are unsafe. The supervisor will make the final determination as to whether the equipment/procedure can be safely utilized until any necessary changes are made.

26.3 Serious injuries, accidents, or “near misses” shall be investigated by the department’s Safety Officer to determine cause and possible recommendations to prevent future or similar occurrences. Investigations of this nature are to be focused on improving the health and safety of employees to encourage honesty and full-disclosure of events leading up to the injury, accident, or “near miss”.

26.4 The Fire Chief recognizes the Union’s Health and Safety Committee and its mission. The Chairman of the Union Health and Safety Committee may provide, to the Fire Chief or designee, any health or safety concerns the Union may have. Such concerns must be provided in writing.

26.5 The Department’s Health and Safety Committee will conduct meetings at least quarterly and will include the Union’s Health and Safety Committee Chairman. These meetings shall be held on duty, contingent upon operational readiness.

26.6 The Department’s Health and Wellness program shall be mandatory. The Department and the Union shall cooperatively develop standards to ensure better health and wellness of department personnel.

ARTICLE 27
WORKERS' COMPENSATION

27.1 While working each employee who is involved in an on-the-job accident must immediately report any and all injuries to his or her supervisor and seek treatment at the Employee Health Clinic. In the event the Clinic is closed, or when the injury is potentially more serious and requires immediate care, the employee should report to the Marion County Contract Provider or to the nearest medical facilities. In no event shall an employee seek minor treatment during working hours at the emergency room.

27.2 Following any treatment of an injury, the employee will report to the Employee Clinic the same day or next business day, for referral or release to return to work, unless otherwise approved by the Risk and Benefit Services Manager.

27.3 Employees desiring medical care other than what is provided must first obtain authorization from Risk & Benefit Services Department.

27.4 Employees who sustain injuries arising out of and in the course and scope of employment; have reported such injuries in accordance with Article 26, FS 440, and FS 112; and must lose time from work under a physician's instructions, will receive workers' compensation benefits (injury pay) as follows:

A. Administrative wages will be paid for absences during the initial seven (7) calendar days of each injury at 100% of the employee's base rate. These wages are subject to Federal Withholding and FICA tax.

B. After the initial seven (7) days Workers' Compensation wages will be paid at approximately 66 2/3% of the average weekly wage (AWW) at the time of accident, up to the maximum allowed under the Workers' Compensation Law. These wages are not subject to Federal Withholding or FICA tax.

C. Employees whose calculated 66 2/3% of the AWW exceeds the maximum allowed under Workers' Compensation Law will be paid the difference between the calculated wage and the maximum allowed as Gratuitous Workers' Compensation. These wages are subject to Federal Withholding and FICA tax.

D. Employees unable to work due to a work-related injury will be placed on Family Medical Leave in accordance with the Family Medical Leave Act (FMLA), beginning on the date of the first work-related absence.

1. While on FMLA, accrued vacation or sick leave may be used to supplement Workers' Compensation wages up to but not exceeding the employee's take home pay.

2. While on FMLA, vacation, sick, pension, longevity or similar credits will be earned.

E. Controverted cases will be considered as non-work injury absences and will not be eligible for injury pay; unless and until such time that the Florida State Workers' Compensation Division rules that the absence is/was compensable. In the event that a controverted case is ruled to be a compensable absence or the controversy is withdrawn, the payroll records will be corrected to show the Workers' Compensation portion as non-taxable and any sick leave which may have been used will be restored to the employee's account. In such event, the employee will be required to refund any sick leave pay received which is in excess of Workers' Compensation wages, or to charge the excess to annual leave.

F. When Worker's Compensation benefits have been reduced for an injury resulting from employee action (Florida Statutes 440), or where the employee has not followed through on prescribed medical care, or in any way delayed his or her ability to return to work, no supplemental pay beyond the required workers' compensation indemnity portion (66 2/3%) will be paid.

G. Accrued annual and/or sick leave may not be used to supplement Workers' Compensation payments if it causes the employee to receive more than the average of his or her regular take home pay. Workers' Compensation wages are not paid for visits to medical providers while the employee is at work. The employee may use sick leave for these visits.

H. Work restrictions will only be accepted from authorized Workers' Compensation providers including Clinic Medical staff. All work restrictions must originate with the Clinic, or be reported to and documented by the Clinic prior to return to work.

I. Injured workers are entitled to file a grievance over the handling of the Workers' Compensation injuries.

1. Complaints must be in writing and must be addressed to Risk and Benefits Service, Attention Risk Manager, 521 SE 26th Court, Ocala, FL 34471.

2. If unable to be resolved by Risk and Benefits Service, the grievance will be brought before the Grievance Committee, consisting of the Director of Risk Management, Human Resources Director, the contracted Occupational Health physician and where appropriate the Third Party Claim Service.

3. The complaint will be advised in writing of the Grievance Committee's decision.

4. All grievances will be resolved within sixty (60) business days of receipt.

ARTICLE 28
LIVING CONDITIONS

28.1 All county provided, 24-hour fire stations and 24 hour EMS Stations shall include: hot and cold potable running water, showers, refrigerator, heating and air conditioning with operating controls available to personnel, lockers, beds or bunks and linens, desk and chair, filing cabinet, medical supply storage, stove, clothes washer and dryer, working sewage, eye wash stations, and basin sinks, as provided for in State and County regulations.

28.2 In the event an employee believes that any equipment listed in Article 28.1 needs repair, written notice shall be made to the Fire Chief or designee, who shall determine if the repair is needed, and if so make arrangements for the repair within a reasonable period of time.

28.3 The county will attempt to have all volunteer stations' living conditions raised to the level of the fire stations housing career personnel.

28.4 When repairs to safety items listed in 28.1 are not repaired within 24 hours or reasonable accommodations have not been made, as determined by the Fire Chief (with a cooperative effort with Union Administration), employees assigned to these stations shall be temporarily transferred to a station where facilities are available.

ARTICLE 29
UNIFORMS AND SAFETY EQUIPMENT

29.1 The County will provide all standard and customary uniforms and equipment as provided in the Standard Operating Guidelines for each newly hired employee within thirty (30) days of hire.

29.2 The County will issue bunker gear prior to an employee engaging in fire suppression. Leather Bunker Boots shall be issued to all employees with five years or greater experience with Marion County Fire Rescue.

A. Beginning of the new fiscal year all firefighters with one or more years of service who have not been issued a traditional style helmet shall receive the traditional style helmet.

29.3 Members of the bargaining unit may wear up to two (2) other fire related pins on their uniforms in addition to County issued pins.

29.4 Ill-fitting or worn-out uniforms, or stolen equipment, will be replaced on an as-needed basis, as determined solely by Fire Chief or designee. The County shall repair or replace any unserviceable or lost personal protective equipment that it provides, at no cost to the employee, provided the damage or loss is not contributed to negligence by the employee. Repair or replacement will be determined by the Fire Chief or his or her designee. In the event of damage or loss to any uniforms, equipment, or personal protective equipment that the County provides, that is caused by culpable negligence or carelessness on the part of the employee, the employee shall be subject to administrative action including repayment of such damage or loss to the above items.

29.5 No uniforms or safety equipment will be worn off duty, except when coming from or going to work, or on special occasions such as M.D.A. drives or other times with the approval of the Fire Chief.

29.6 Employees with less than five years shall be allowed to purchase leather bunker boots and have them approved for use by the Department of Health and Safety Officer as long as they meet the current required standards for firefighting as outlined by NFPA and OSHA.

ARTICLE 30
PERSONAL PROPERTY DAMAGE

30.1 The County shall reimburse the employee for damage to his or her own dentures, prescription eyeglasses, hearing aids, or other prosthetic devices when damaged in the line of duty. The personal property listed above that has been confiscated due to contamination by a foreign chemical shall also be reimbursed as listed above.

30.2 Line of duty is defined as responding to bona-fide service calls or when performing duties directly assigned by the Fire Chief or his or her designee.

30.3 Reimbursement of such damages shall be complied with even if the employee has not been injured in an on-the-job incident.

30.4 Employees must notify their immediate supervisor or the supervisor on duty at the time the damage or loss occurs. Failure to report any damage or loss in a timely manner may void any claim for reimbursement.

ARTICLE 31
PHYSICAL FITNESS AND EXAMINATION

31.1 As permitted by law, employees covered by this Agreement will undergo an annual medical evaluation administered by the Employee Health Clinic. These evaluations will be scheduled based upon the workload and availability of the Clinic staff. All employees are also required to undergo a medical examination by a qualified medical doctor once every 3 years as permitted by law (to be paid for by the County). Employees will:

A. cooperate with Clinic personnel in detection and control of chronic disease; and

B. obtain necessary corrective lenses and hearing aids; and

C. maintain a level of health, strength, and fitness which will enable them to safely perform their duties. The Wellness/Fitness Committee is currently developing a program to address physical fitness and wellness of department members.

31.2 The annual medical evaluation may include the following: cardiovascular stress test; review of information presented regarding injuries, illness, hospitalization, medications, and general health; blood pressure and pulse; vision, hearing, and health habits review; height, weight, percent body fat; electrocardiogram; urinalysis and substance abuse screening; spirometry; tuberculosis screening; hepatitis screening; and any other necessary procedures as approved for use by the County Medical Director.

31.3 The County will implement on a biennial basis the evaluation of the following: ultrasound scans of the carotid arteries, aorta, liver, pancreas, gall bladder, kidneys, spleen, ovaries, uterus, testicles, prostate, bladder, and thyroid; a comprehensive metabolic panel, complete blood count, lipid panel with glucose, thyroid function panel, cardio C-reactive protein, prostate specific antigen, blood-based cancer markers, and urinalysis for employees covered by this agreement.

A. If an employee is diagnosed with cancer, the County will adhere to Florida State Statute 112.1816

31.4 Immunization for Hepatitis A, Hepatitis B, and any other immunizations or inoculations as mandated by a legislative body, will be scheduled and administered by the Clinic staff.

A. If an employee is diagnosed with any form of hepatitis, the County will adhere to Florida State Statute 112.181. If an employee declines an immunization for Hepatitis A they will not be offered Workers' Compensation if they contract Hepatitis A while on duty.

ARTICLE 32
PAST PRACTICES

32.1 *Past Practices* are those terms or conditions of employment which are:

a. unequivocal; and

b. known and accepted by the Fire Chief, the Union and employees; and

c. in existence substantially unvaried for a substantial period of time; and

d. reasonably expected by employees to continue.

32.2 The County will not alter past practices in an arbitrary or capricious manner.

ARTICLE 33
DISCIPLINE

33.1 The Fire Department will impose, for proper cause, disciplinary sanctions up to and including discharge for any conduct or performance it considers to be below the standard expected of employees. Every effort should be made to initiate and complete disciplinary actions within thirty days of first notice of infraction to management.

33.2 Employees are required to comply with all standards and directives of supervision and management. In the event an employee wishes to dispute a directive, he shall comply first and grieve later.

33.3 Any disciplinary action or discharge may be subject to the Grievance and Arbitration Procedures contained in the Grievance Article, except where provided otherwise elsewhere in this Agreement.

33.4 The County agrees to follow F S Chapter 112, Firefighter Bill or Rights.

33.5 Florida Statute as stated above is applicable and applies to any employee covered under this agreement.

ARTICLE 34
SUBSTANCE ABUSE

34.1 All employees are prohibited from manufacturing, distributing, dispensing, possessing, using, or having present in their systems any illegal, unauthorized or mind altering substance, or having present in their systems intoxicating substances which result in a blood alcohol level of .02 or higher while on County property (including parking areas and grounds), or while otherwise performing County duties away from the County. Included within this prohibition are lawful controlled substances, (e.g. prescription drugs) which have been illegally or improperly obtained. Employees are also prohibited from having any such illegal or unauthorized controlled substances or drugs in their systems while at work, and from having prescription drugs or otherwise lawful controlled substances in their systems without requesting from management approval to work where such substances could affect their ability to perform their jobs. (See Section 34.11).

For purposes of this Article, controlled substances are defined as alcohol, drugs, narcotics, synthetic narcotics, designer drugs or mind-altering substances which are controlled by State or Federal law. Controlled substances include, but are not limited to: alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors; marijuana; THC; hashish; LSD; mescaline; amphetamines; barbiturates; benzodiazepines; librium; valium; hallucinates; methadone; methaqualone; quaaludes; opiates; codeine; hydrocodone; heroin; morphine; hydromorphone; cocaine; cannabinoids; darvon; steroids; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

34.2 Conviction by a court of competent jurisdiction of off-the-job manufacturing, distributing, dispensing or possessing illegal or unauthorized controlled substances will result in termination. Off-the-job use of illegal drugs or other controlled substances which result in the presence of such substances in one's system at work is prohibited. Off-the-job use of alcohol which results in a blood alcohol level of .02 or higher at work is also prohibited.

34.3 Screening for substance abuse will be done through urine drug screens and/or breath alcohol testing. These tests will be done in the following circumstances:

A. Pre-employment: Substance screening by urinalysis, blood test, or other approved methodology is required for all applicants, either separately or as part of a pre- employment physical examination. Applicants who have been conditionally hired subject to passing physical examinations are required to sign a consent/release form before submitting to screening. Such conditional hires will be disqualified for hire if they refuse to execute a required consent/release form, refuse to submit to a test, or test positive.

B. Post-accident: when employee caused or contributed to motor vehicle or workplace accident, or if the cause is unknown.

C. Annual physical exam: See Article 31.2.

D. Random selection: these tests will be conducted just before, during or just after performing safety sensitive functions. Urine drug screens will be done on up to 25% (twenty five percent) of total number of employees each year. Names for testing will be obtained by a valid scientific random method.

E. Current Employees: Current employees may be required to submit to substance screening whenever County supervision has a reasonable suspicion that they may have violated any provisions of this Article. Reasonable Suspicion: Reasonable suspicion is based on a belief that an employee is using or has used drugs and/or alcohol in violation of this policy. The belief is drawn from specific objective and articulated facts, and reasonable inferences drawn from those facts in light of experience. Approval for such testing may be authorized by the County Administrator, Assistant County Administrator, or Human Resources Director or his or her designee. If testing is conducted based on reasonable suspicion, the Assistant County Administrator or Department Director or their designee will immediately document the circumstances which formed the basis of determination that reasonable suspicion existed to warrant the testing. The Assistant County Administrator or Department Director will notify the approving authority of the documented circumstances. Upon determination by the approving authority that reasonable suspicion testing is warranted, the approving authority will notify the Employee Health Clinic. Among other things, such facts and inferences in determining reasonable suspicion may be based upon:

1. Observable documented phenomena while at work, such as observation of drug or alcohol use or of physical symptoms or manifestations of being under the influence of a drug or alcohol.

2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of drug or alcohol use provided by a reliable and credible source.

4. Evidence that an individual has tampered with any drug or alcohol test during his or her employment with the County.

5. Information that an employee has caused or contributed to a motor vehicle or workplace accident while on duty.

6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on County premises, or while operating County vehicles, machinery, or equipment.

7. Reports that an employee has been arrested for use (including driving under the influence), possession, selling, solicitation, or transferring illicit drugs while on or off duty.

8. Any other substantiated reason to suspect an employee has violated any of the provisions of this Article.

34.4 Violation of this Article or any of its provisions may result in discipline which may include discharge.

34.5 The County reserves the right to investigate potential violations of this Article and require personnel to undergo substance screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the County and County grounds, including, but not limited to, work areas, lockers, County property, and County vehicles. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, refusing to submit to screening or for failing to execute consent forms when required by supervision. Searches and investigations of personal (non-County) belongings, personal vehicles or other personal items will be conducted by the appropriate law enforcement agency having jurisdiction.

34.6 All current employees who test positive in a confirmed substance test will be subject to discipline which may include discharge. Employees who are not immediately terminated for testing positive or for some other violation of this Article may be placed on probation and required to execute an agreement acknowledging:

A. that they tested positive or otherwise violated the Article; and

B. that in exchange for the County not terminating them for this instance of testing positive or otherwise violating the Article, they agree:

1. to undergo rehabilitation, counseling, or other activities prescribed by the County's coordinating physician in conjunction with management; and

2. to undergo periodic unannounced screening for a set period and,

3. to be subject to termination for any future violation of this Article.

34.7 All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise derived from the drug testing program are confidential communications to be distributed only to those persons with a need to know following F.S. 401.265; 401.411; and 401.414.

34.8 Employees who voluntarily come forward before being suspected, confronted, tested, or involved in a drug-related incident may be provided rehabilitative opportunities, leave, or an opportunity to resign as determined by management in consultation with a County coordinating physician. Employees who wish to seek help may contact the Human Resources Director who serves as the Employee Assistance Program Coordinator. The employee seeking voluntary treatment will be subject to the same rules as the employee who tests positive or who has a blood alcohol level of .02 or higher.

34.9 Employees who test positive, who admit to drug or alcohol use or to related misconduct, or who voluntarily seek assistance and are not terminated, will not be returned to work or continue working until they have been evaluated by a County coordinating physician in conjunction with management to determine if they can safely return to work.

34.10 Urinalysis, blood tests and other appropriate test procedures may be utilized to enforce the requirements of this policy. All urinalysis drug tests will utilize an initial immunoassay methodology, with a confirmation of all positive test results by an alternate methodology such as gas chromatography/mass spectrometry using the same specimen. Written chain of custody documents and container labeling will be used to ensure that the specimen received is accurately tested and reported. Steps will be taken to control information on test results. The Human Resources Director or designee will coordinate all testing requests (urine, blood, breath).

34.11 The proper use of medication prescribed by employee's physician is not prohibited. However, the County prohibits the misuse of prescribed medication. Employees using drugs at the direction of a physician are required to notify the Employee Clinic of medications that may cause drowsiness or impair ability to safely perform job functions. Clearance to return to duty will be done by the clinic utilizing private providers' recommendations and the County's Medical Directors directions.

34.12 County-sponsored educational programs may be scheduled periodically regarding the dangers associated with drug and alcohol abuse.

34.13 This Article does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

ARTICLE 35
NON-SMOKING

35.1 The Surgeon General of the United States has determined that smoking tobacco, particularly cigarettes, and the use of vaping devices contributes to the development of a number of heart and lung diseases.

35.2 The State of Florida has enacted a presumption which treats certain conditions of firefighters, such as heart disease, hardening of the arteries, and hypertension as work related, and has passed legislation which requires all newly hired employees in Fire Services to be non-smokers for a period of one (1) year prior to the date of hire.

35.3 Due to the documented effects of vaping devices, cigarette smoking and the special hazards and exposures associated with the occupation of firefighting, upon the effective date of this Agreement, the County shall hire only non-smokers in positions represented by this collective bargaining agreement.

35.4 Those employees who were employed by the County prior to 1/1/90 who were, and still are smokers, are grandfathered in for the duration of their employment. That is, they are permitted to smoke in designated smoking areas as determined by Union/County negotiations and statutes. Employees are prohibited from smoking in any other public areas while on duty. Employees hired after 1/1/90 who smoke are subject to discipline up to and including discharge.

35.5 Grandfathered employees are encouraged to quit smoking as soon as possible.

ARTICLE 36
DUAL CERTIFICATION

36.1 Dual-certified is defined as:

A. possessing a Certificate of Compliance from Florida State Bureau of Fire Standards as required by Florida Law; and

B. possessing a Florida license as an Emergency Medical Technician or Paramedic.

ARTICLE 37
GRIEVANCE PROCEDURE

37.1 A Grievance shall be defined for the purpose of this Agreement, as any difference, dispute or complaint between an employee and Marion County regarding the interpretation or application of the terms of this Agreement.

37.2 The County and the Union agree that it is beneficial to encourage informal discussion between employees and the Fire Department concerning employment problems of employees covered by this Agreement. Such discussions should be held with a view towards reaching an understanding which will bring about resolution in a satisfactory manner without need for recourse under the formal grievance procedure.

37.3 Definition. The term grievance as used in this Agreement means a formal, written complaint by the Union President or designee, an employee, or group of employees (with respect to a common issue) covered by this Agreement alleging non-compliance with a specific provision of this Agreement (including discharge). Any matter not covered by the Agreement is not subject to the Grievance Procedure.

37.4 Procedure. A grievance arising under the terms of this Agreement is handled as follows:

1. Step One: Written statement to the Battalion Chief. An employee wishing to apply for resolution through the grievance process shall submit his or her grievance on the Marion County Union Employee's Grievance Form containing the basic factual information, the specific provision of this Agreement allegedly violated and remedy desired. The grievance should be submitted to the Grievant's Battalion Chief within ten (10) business days of the occurrence of the event giving rise to the alleged grievance or the Union will provide in writing any public records request to the Fire Chief or designee and to the Human Resources Director within ten (10) business days of the occurrence of the event giving rise to the alleged grievance. In the event of a public records request, should the Union wish to file a formal grievance it must be filed within ten (10) business days from the receipt of the response to the public records request. An employee may, at his or her discretion, be represented by the Union at each step of the Grievance Process. The Battalion Chief shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days.

2. Step Two: Written Appeal to the Division Chief: If the Battalion Chief in step one has not satisfactorily resolved the complaint, the employee may petition and request a conference with the Grievance Division Chief within five (5) business days of the Battalion Chief in step one's response, presenting the grievance form. Within ten (10) business days of receipt, the Division Chief may conduct and inquiry of meeting and shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days of the inquiry or meeting.

3. Step Three: Written Appeal to the Deputy Chief: If the Division Chief has not satisfactorily resolved the complaint, the employee and the Union may together petition and request a conference with the Grievant's Deputy Chief

within five (5) business days of the Division Chief's response, presenting the grievance form. Within ten (10) business days of receipt, the Deputy Chief may conduct and inquiry of meeting and shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days of the inquiry or meeting.

4. Step Four: Written Petition to the Fire Chief. If the Grievant's Deputy Chief has not satisfactorily resolved the complaint, the employee and the Union may together petition and request a conference with the Fire Chief within five (5) business days of the Deputy Chief's response, presenting the grievance form. Within ten (10) business days of receipt, the Fire Chief may conduct an inquiry or meeting and shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days of the inquiry or meeting.

5. Step Five: Written Appeal to the County Administrator. If the Fire Chief has not satisfactorily resolved the complaint, the employee and the Union may together petition and request a conference with the County Administrator within five (5) business days of the Fire Chief response. The County Administrator shall provide a written decision on the grievance and return the grievance form to the employee and notify the Union of the decision within fifteen (15) business days of receipt of the appeal.

6. Step Six: Written Appeal for Mediation. The employee and the Union may together appeal the decision of the County Administrator and may request a Grievance Mediation with the Federal Mediation and Conciliation Services (FMCS), Florida Region. The appeal must be made within five (5) business days of the response of the County Administrator. The FMCS shall provide a mediator that guides the parties to a mutually acceptable settlement of the grievance. If the parties cannot settle the matter, they may proceed to the next step. A written decision will be provided on the grievance form and return the grievance form to the employee and notify the Union of the decision within fifteen (15) business days of receipt of the appeal.

6. An employee may bypass any step in the grievance procedure below the level at which the grievance arose (e.g., where the grievance arises as a result of action taken by the Battalion Chief, an employee may bypass Step One, Battalion Chief, and proceed directly to Step Two, Division Chief, but under the time limits specified at Step One, and so on…)

7. Any grievance not resolved in the grievance procedure, after being fully processed may be referred to final and binding arbitration in the manner provided herein.

37.5 Requests for Arbitration

1. If a grievance has not been satisfactorily resolved under 37.4, the Union may submit a written request for arbitration within ten (10) business days of the response in 37.4.3. The written request for arbitration will set forth the issue(s) in dispute, the specific provisions(s) of the Agreement allegedly violated, and the remedy desired. The County will present its response in writing, stating the County's position in the matter within ten (10) business days of receipt of the written request for arbitration.

2. If the County and Union fail to agree upon and select an impartial umpire within five (5) business days after the issue(s) for arbitration is (are) formed, either party may request, concurrently notifying the other party in writing, formal arbitration and ask the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Either party may reject one entire panel before striking a member of a panel. A toss of a coin will determine which party will strike first from any panel not rejected in its entirety. The final remaining member of the panel shall be the arbitrator. The arbitrator will be notified of his selection by the aggrieved party requesting he or she set the time and place, subject to the availability of the Fire Department and Union representatives. All arbitration hearings will be in Ocala, Florida.

3. The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Nor may an arbitrator resolve ambiguities adversely to the County, or infer obligations binding on either party. The only binding obligations on either party are those set forth in the Four Corners of this Agreement. He or she shall only consider and make a decision with respect to the specific issue(s) submitted and shall have no authority to make a decision on any other issue(s) not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he or she shall fashion an appropriate remedy. The arbitrator cannot make a decision contrary to, or inconsistent with, federal or Florida laws. The arbitrator shall submit in writing his or her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision is final and binding; except that either party may seek judicial relief if it believes the arbitrator exceeded the authority granted him under this Agreement. The decision will be based solely upon his or her interpretation of the meaning and application of the express terms of the agreement to the facts of the grievance presented.
   The arbiter or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of this collective bargaining agreement. The arbitrator’s decision will be final and binding.

4. The fees and expenses of the arbitrator will be paid by the losing party. The cost of the written transcript, if requested by both parties, will be shared by both parties. If requested by one party, that party shall pay for the transcript. Each party is responsible for compensating its own representatives and

witnesses. In the event the union does not request arbitration, but the employee grievant does so request, the employee must deposit sufficient monies to cover the arbitrator's fees and expenses into the Registry of the Marion County Clerk's office before any arbitration may occur over such a grievance.

37.6 Time Limits for Filing. No grievance will be entertained or processed unless it is submitted within the time frame as stated above and the form is filled out correctly. If a grievance is not appealed to the next step within the specific time limit set forth above, it is considered settled on the basis of the Department's last answer. If a member of management does not answer a grievance or appeal thereof within the specified time limits, the employee and the Union may treat the grievance as denied at that step and appeal the grievance to the next step.

37.7 The Grievance and arbitration procedures remain in effect should the contract expire, so long as the parties are negotiating.

37.8 Any dispute as to whether rules and regulations conflict with this Agreement shall be subject to the grievance procedure of this Agreement, provided a grievance is filed within ten (10) business days of the posting of said rule. If no such grievance is filed, or the grievance is settled or denied by an arbitrator, the issue as to whether the rule or regulation is in conflict with the Agreement is foreclosed in any subsequent case involving the same rule.

Marion County Union Employee Grievance Form

Rank & File

Hand Delivered to: _____ Date: _____

By Grievant: _____ Date: _____

Received By: _____ Date: _____

STEP ONE

Written Statement to Battalion Chief

Employee Name: _____ Date: _____

Subject or specific provision/article of Agreement allegedly violated and remedy desired:

_____
_____
_____
_____

Employee Signature: _____ Date: _____

Reply from Chief:

_____
_____
_____
_____

Chief Signature: _____ Date: _____

STEP TWO
Written Petition to Division Chief:

To _____, Division Chief:

I hereby submit a formal grievance in accordance with the provisions of Article 37 of the current collective bargaining agreement. I discussed this grievance with Chief _____ _____ on _____and am not satisfied with the response for the following reasons:

_____.
_____
_____
_____

Employee Signature: _____ Date:_____

If this grievance applies to a number of employees, all must sign below:

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

Division Chief Decision/Comments:

This grievance was received by the undersigned on _____. Having met with the employee on _____, I have made the following determination:

_____
_____
_____
_____
_____
_____

Division Chief Signature: _____Date:_____

STEP THREE

Written Petition to Deputy Chief

To _____, Deputy Chief

I hereby submit a formal grievance in accordance with provisions of Article 37 of the current Collective Bargaining Agreement. I discussed this grievance with Division Chief

_____ on _____ (date) and am not satisfied with the response for the following reason(s):

_____
_____
_____
_____

Employee Signature: _____ Date: _____

If this grievance applies to a number of employees, all must sign below:

_____ _____
_____ _____
_____ _____
_____ _____

_____ _____

Deputy Chief Decision/Comments:

This grievance was received by the undersigned on _____. Having met with the employee on _____, I have made the following determination:

_____
_____
_____
_____

Deputy Chief Signature: _____ Date: _____

STEP FOUR

Written Petition to Fire Chief

To _____, Fire Chief

I hereby submit a formal grievance in accordance with provisions of Article 37 of the current Collective Bargaining Agreement. I discussed this grievance with Deputy Chief

_____ on _____ (date) and am not satisfied with the response for the following reason(s):

_____
_____
_____
_____

Employee Signature: _____ Date: _____

If this grievance applies to a number of employees, all must sign below:

_____ _____
_____ _____
_____ _____
_____ _____

_____ _____

Fire Chief Decision/Comments:

This grievance was received by the undersigned on _____. Having met with the employee on _____, I have made the following determination:

_____
_____
_____
_____

Fire Chief Signature: _____ Date: _____

STEP FIVE

Written Appeal to the County Administrator

Employee Name: _____ Date: _____

In accordance with the grievance provisions of Article 37, I am submitting a written appeal. I discussed this grievance with Fire Chief on _____ (date) and am not satisfied with the response for the following reason(s):

_____
_____
_____
_____
_____
_____
_____
_____

Employee Signature: _____ Date: _____

County Administrator Decision/Comments:

This grievance was received by the undersigned on _____. I have made the following determination:

_____
_____
_____
_____
_____
_____
_____

County Administrator Signature: _____ Date:_____

ARTICLE 38
OUTSIDE EMPLOYMENT

38.1 Employees covered by this Agreement who are engaged in outside employment, also known as moon-lighting, are subject to the restrictions of this Article.

38.2 An employee who desires to engage in outside employment shall submit before commencement of such outside employment a written request to the Fire Chief. Such a request shall contain the name and address of the outside employer, the job duties to be performed, and the approximate hours to be worked each day and each week. Any changes to the conditions under which outside employment was approved must also be submitted to the Fire Chief for re-approval.

38.3 Outside employment shall not cause an employee to be late for work, to leave work early, to cause any reduction in the employee's efficiency when on duty with the County, or to prevent the employee's availability to work in an emergency as declared by a County official. In the event any outside employment adversely affects an employee's performance for the County, as determined by the Fire Chief, such outside employment may be grounds for discipline, including discharge from County employment and/or revocation of approval for outside employment.

38.4 Outside employment shall neither present a conflict of interest nor interfere with an employee's duties as determined in the sole discretion of the Fire Chief.

38.5 Outside employment shall not occur during assigned County working hours. An unpaid leave of absence may not be granted to enable an employee to apply for or accept outside employment, employment elsewhere, or self-employment.

ARTICLE 39
PERSONNEL FILES

39.1 In order to give an employee notice and opportunity to be informed and for possible refutation, the Fire Chief or designee shall provide the employee with a copy of any derogatory material or letters of commendation which are placed in the employee's personnel file.

39.2 The employee shall have the right to include in his or her personnel file, located at the Marion County Human Resources Department, a written and signed refutation, including, if any, signed witness statements of any material the employee considers derogatory.

39.3 When personnel records are examined or released outside the control of the County or its agents, written notification will be sent to the employee via e-mail advising him or her of the examination, the date that the information was released and name, if given. Information will be released in accordance with Florida Statutes 119.07.(I)1.

ARTICLE 40
UNION BUSINESS

40.1 Each employee shall donate three (3) hours of vacation leave to the Union time pool. This shall be deducted on October 1 of each year. The number of employees shall determine the amount of time pool hours allowed for the year. Any unused union time pool hours will roll over into next year.

40.2 Employees designated by the Union president will be granted time off with pay for the purpose of handling Union business, not to exceed a combined total of the donated hours per year. Designated employees may also use accrued vacation leave for the same purposes, upon request, when granted by the Fire Chief or designee as per Article 19. These Union time requests will be counted as hours worked.

40.3 Time and one half shall be deducted from the union donation pool for employees who receive overtime during the pay period an employee was off-duty performing approved union business.

40.4 The Union President or designee shall be responsible for notifying the Fire Chief or designee in writing no later than forty-eight (48) hours before any such time off is desired.

40.5 Union business, including making photocopies, phone calls, or business meetings will not be conducted during working hours.

40.6 Union business may be transmitted over county e-mail by a principle officer only to County management

ARTICLE 41
BULLETIN BOARDS

41.1 The Union shall have a bulletin board in all stations with career firefighters, along with one board at the Headquarters Building.

41.2 The board shall be 3' x 4' and will be provided at Union expense.

41.3 All official Union business will be initiated by the Union president or vice president, and a copy will be sent to the Fire Chief seventy-two (72) hours prior to posting.

41.4 The Board shall be limited to Union notices and bargaining unit members' use.

41.5 Each party to this Agreement holds the other harmless from all liability, expenses, and attorney fees which may arise as a result of any posting made by the other party on the bulletin boards.

ARTICLE 42
DUES CHECK OFF

42.1 An employee may authorize a payroll deduction for the purpose of paying membership dues. Each employee shall show evidence of his or her intent to do so by signing an individual authorization card and forwarding a payroll deduction form to payroll.

42.2 The Union will initially notify the County as to the amount of such membership dues. Such notification will be to the County Administrator over the signature of a representative of the Union's executive board. Any changes in Union membership dues will be similarly certified to the County Administrator and shall be done thirty (30) days in advance of the effective date of such change.

42.3 Dues shall be deducted bi-weekly. The dues shall be remitted as soon as possible to the Union, Local 3169, to a prescribed location, each bi-weekly pay period.

42.4 Any overcharge or deduction error caused by incorrect information being provided to the County by the Union shall be corrected between the Union and the employee.

42.5 The Union shall hold the County harmless for all claims made against the County on account of deductions made pursuant to this Article.

ARTICLE 43
USE OF THE COUNTY VEHICLES AND PROPERTY

43.1 The use of County-owned vehicles, equipment, and property for private or personal business is strictly prohibited.

43.2 Employees covered by this Agreement shall operate County vehicles and equipment within the limits of the law and shall follow all safety regulations. Operators may be held responsible for fines and for damages when found at fault for other than an equipment violation by a civil or criminal court having competent jurisdiction.

43.3 Use of county telephones*:*

A. Telecommunications:

1. County telephones, cellular phones, and related equipment are to be primarily used for the performance of County business. Captains and Division Chiefs are responsible for the proper care, security and usage of telephones, and related equipment assigned to their areas.

2. The printed record of a telephone call, generated and distributed from a communications provider, is public record, and as such is subject to the standards applied to public records, as other County documents.

3. Employees who lose their assigned cellular phone or pager and it is determined to be lost due to an act of willful and deliberate negligence will reimburse the County for the replacement cost of the cellular phone or pager.

B. Internet Use:

1. County employees may be approved for access to the Internet at the office based upon the position of responsibilities when such use promotes the effectiveness of office operations for the benefit of County personnel and the public.

2. Access to the Internet may be granted for the following reasons: 1) support of office operations; 2) research relating to job position responsibilities; 3) information searches or special office projects; and, 4) development and testing of the County's web site.

3. In all cases, the access to the Internet shall be limited to County-related work and no site can be utilized for the personal benefit of any employee.

4. Use of personal laptop is allowed as long as county equipment is not disabled and offensive and inappropriate sites are not in view of others.

43.4 Employees are encouraged to respect the confidentiality of each employee's work station or county provided equipment, vehicles or supplies. However, employees do not have an expectation of privacy concerning the use of such county equipment. This means that the County reserves the right to search or inspect, without cause or notice, all county equipment, supplies, lockers or vehicles as may be necessary.

43.5 For health and safety reasons, the County prohibits tobacco use by employees or citizens in all County facilities, offices and vehicles.

43.6 Negligence or violation of this Article may result in disciplinary action in accordance with Article 33, Discipline.

ARTICLE 44
SEPARATIONS

44.1 To resign in good standing, an employee must give written notice to the Fire Chief or designee no less than fourteen (14) calendar days before the effective date of resignation. Employees who terminate in good standing and have been continuously employed by the County for twelve (12) or more months shall be paid for unused annual leave at their regular rate in accordance with Article 19 – Annual Leave

44.2 All clothing items, protective gear, keys, equipment, and any other items provided to employees are the property of the County. Upon separation, all items, which have not been reported damaged or lost to the Department in accordance with the Standard Operating Guidelines, shall be returned following the employee's last day of work, and before the final paycheck is issued. The cost of items not returned will be deducted from the employee's final paycheck.

44.3 Following ratification of this agreement, an itemized list of all County provided equipment will be provided to each employee, stating what that employee has been issued. It is the responsibility of the Department to provide an accurate and updated list each year. It is the responsibility of the employee to notify the Department of any lost and/or damaged equipment. The itemized list will be provided to the employee upon request.

44.4 The official separation date shall be the last day of active employment and shall not be extended, except in circumstances approved by the Fire Chief or designee, due to use of accrued sick or annual leave. Any employee who requests paid sick leave after tendering a resignation must provide a physician's notice within four (4) business days following the absence. If the absence is less than four (4) business days from separation, a notice shall be submitted by 12 pm on the pay period end date prior to final check issuance in order to receive payment. Requests for paid annual leave unless previously scheduled and approved before the employee tenders their resignation, will be denied.

44.5 Separating employees who have received tuition reimbursement in accordance with Article 16.6.2 and 16.7.2a – Educational Benefits must comply with the limitations contained therein.

ARTICLE 45
NOTICES

45.1 Upon execution of this Agreement, the Union agrees to furnish the County with an up-to-date list of all its officers, agents and representatives, their titles, business addresses and telephone numbers, and to immediately notify the County Administration and Human Resources Director of any changes thereto.

45.2 All employees covered by this Agreement shall notify the Training Division with a copy provided to Human Resources immediately in writing of any change in the following:

A. employee name, address, or telephone number; or

B. marital status; or

C. exemption claims for withholding tax; or

D. name of immediate family and next of kin; or

E. Driver's license number and class; or

F. EMS certification status; or

G. conviction of, entering a plea of no contest, having prosecution Deferred, adjudication withheld for any crime except minor traffic violations or having any criminal charge pending; or

H. other information as required by Board policy rules and regulations.

45.3 The County shall be deemed to have furnished adequately to the Union any notices to it required by this Agreement, if served by mail upon the president of the Union designated pursuant to Notices 45.1.

ARTICLE 46
AGREEMENT DISTRIBUTION

46.1 The county shall maintain a copy of the current ratified contract on the Marion County Fire Rescue website and provide one electronic editable copy to the Union.

ARTICLE 47
AMENDMENTS TO AGREEMENT

47.1 This Agreement may be amended only by the mutual, written consent of the County and the Union. Such amendments shall be numbered, dated, and signed by authorized representatives of the County and the Union, and shall constitute a legal and binding part of this Agreement.

ARTICLE 48
MILITARY LEAVE

48.1 The County recognizes the sacrifices and contributions that military veterans have made throughout history in the service of our nation and our state. Employees who are members of the United States Armed Forces, Armed Forces Reserve, including the Florida National Guard, shall be entitled to administrative leave with or without pay during periods of military training or active duty. Such leave with or without pay shall adhere to the Federal Statutes, the Florida Administrative Code and Florida Statutes (F.S. Title X, Chapter 115). Consult Human Resources for further information.

ARTICLE 49
GENERAL EMPLOYMENT

49.1 Marion County encourages the recruitment of applicants by current employees. However, to prevent potential conflicts of interest, family members of employees shall not be employed in the following circumstances:

A. Family members shall not directly supervise another family member.

49.2 For the purposes of this paragraph, a family member is identified as an employee's immediate family that includes the employee's spouse, child, step-child, parent, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a person living in the home that the Court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home.

ARTICLE 50
EMPLOYEE ASSISTANCE PROGRAM

50.1 The County recognizes that employees may sometimes need support and treatment for psychological or emotional problems. Where feasible, the County will work in cooperation with area physicians and treatment programs to ensure that employees requesting treatment for psychological and emotional problems are given prompt attention.

50.2 The Employee Health Clinic currently refers employees to our contract providers. The Employee Health Clinic will inform the employee of those providers when care is requested or needed. An employee voluntarily coming to the clinic may be referred to one of these treatment facilities or the employee may opt to see their private therapist. Any work restrictions resulting from the treatment must be received in writing and turned into the Employee Health Clinic.

Voluntary EAP

A. The Employee Health Clinic may determine which type of EAP is being required, volunteer or mandatory. Additionally, the clinic will evaluate the employee to determine the reason for the referral: psychological, emotional or substance abuse problems. An employee coming to the clinic requesting assistance for alcohol or substance abuse will be placed under voluntary EAP, provided the county has no prior knowledge of the employee violating the County's substance abuse policy. Should the county have prior knowledge of an employee's violation of the County's substance abuse policy, then the employee shall face administrative action against them, up to and including, termination of their employment.

B. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program will not be allowed to continue to work in any special-risk or mandatory testing position of the county, but may be assigned to a position other than the mandatory testing position or placed on leave while the employee is participating in the program. However, the employee will be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

C. If an employee expresses the possibility of suicidal or homicidal thoughts, the Marion County Sheriff's Department or the Ocala Police Department will be asked to send an officer to the clinic to interview the employee. The purpose of the interview is to determine if the employee meets law enforcement's criteria to exercise their authority under the Baker Act.

D. Employees requesting voluntary referral to EAP counseling for a personal issue not related to substance abuse may have an appointment made to the treating facility by a member of the clinic staff. No further follow up will be necessary unless the employee desires the clinic staff to monitor their progress or there is a change in their duty status from the treating therapist.

E. Employees that participate in a voluntary EAP program are responsible for all medical and other associated costs of treatment.

Mandatory EAP

A. Department Directors may request that an employee be mandated to an EAP program. The referral will be directed to Human Resources for approval by the Human Resources Director or his or her designee. Mandated EAP referrals may be approved when there is documentation of decreased work production, increased sick leave use or when an employee's behavior, actions or words create a concern for the employee's health or for the safe operation of the workforce.

B. Mandatory application of the EAP program shall be conducted as follows:

1. A department director provides the Human Resources Director or the Employee Health Clinic the needed documentation to support the referral to a mandated EAP program.

2. The Human Resources Director will confer with the Employee Health Clinic regarding the employee's referral for mandated employee assistance and the reasons for the referral.

3. If the decision is made to mandate the employee to the EAP program, the employee will be informed of the reasons for the referral and directed to the clinic by their supervisor or the Human Resources Director.

4. A clinic nurse will evaluate the employee to ensure he is not an immediate threat to themselves or others. If the employee is not a threat to self or others, the nurse will evaluate the condition of the employee and determine the urgency of the referral.

5. Employees will be required to sign a release of information form that will allow the clinic staff to receive progress reports and duty status documentation from the treating facility. This form acknowledges the employee understands that the clinic staff will report any noncompliance issues to the Human Resources Director and/or the Department Director.

6. Employees who refuse to sign the release of information form will be deemed the same as a refusal to participate in the EAP program. Employees who refuse to be mandated into an EAP program or employees who fail to attend all therapy sessions or comply with the medical instructions of the attending therapist shall be subject to administrative action against them, up to and including, termination of employment.

7. A member of the clinic staff will call for an appointment with the treating facility and inform the employee of the date, time, location and therapist to be seen.

8. The employee will sign a check list certifying receipt of the mandated EAP procedure, a completion of release of information form, and a signed agreement for disclosure of noncompliance issues to the Human Resources Director and/or the Department Director.

9. The employee will be instructed that all medical notes and work duty status notes are to be brought to the clinic as soon as feasible.

Voluntary EAP Substance Abuse Procedures:

A. Employees voluntarily requesting referral for substance abuse problems are required to sign a Release of Medical Information and consent form authorizing abuse substance screening by unannounced urine and/or breath alcohol test for the time period of (2) two years from date of referral. The follow-up testing time frame is done according to the recommendations of the Substance Abuse Counselor. This time frame is under the Omnibus Transportation Employee Testing Act (OTETA) for follow-up testing.

B. Employees that need a Commercial Driver's License to perform the duties of their job must have a signed release from their Substance Abuse Counselor stating they are cleared to drive. The employee will be placed on a no-work status until the clinic receives a work duty status from the Substance Abuse Counselor. A Work Duty Status form clearing the employee to resume his or her driving duties will be provided to the employee for their immediate supervisor's attention.

C. Employees that perform driving or hazardous duties as part of the essential functions of their jobs are required to provide the clinic a duty status report from their counselor before they are able to perform those job duties. The clinic personnel will provide the employee with a copy of the Work Duty Status Form for their supervisor's attention.

D. Any employee volunteering for treatment of a substance abuse problem must complete their therapy regime or be subject to administrative action against them, up to and including termination of their employment.

E. Any employee volunteering for treatment of a substance abuse problem must sign an agreement stating the employee agrees to complete the full course of therapy regime and an acknowledgment the clinic will inform the Human Resources Director in the event of a positive substance abuse screening test and/or failure to complete his or her therapy regime. Failure to sign this form will be considered a refusal for treatment. A refusal for treatment shall subject the employee to administrative action against them, up to and including termination of their employment.

F. Any employee volunteering for treatment of a substance abuse problem shall be subject to administrative action against them, up to and including termination of their employment, if any of their unannounced substance abuse screening tests are positive.

G. The Employee Health Clinic nursing staff will make the initial appointment with the treatment facility and provide the appointment date, time and location to the employee.

H. The Voluntary Referral for Substance Abuse check-off list will be signed by the nurse and the employee and placed in an EAP folder along with the Release of Information form, permission slip for unannounced substance abuse screening and the agreement for completion of therapy and/or subsequent employer notification.

ARTICLE 51
INVESTIGATIONS

51.1 The County Administrator may investigate, or cause to be investigated, a violation of any Board or County policy and this contract or any other case or instance that may disrupt the effective or efficient management of the County or any case or instance that may impinge or damage the County's reputation. Investigations concerning severe violations shall be conducted by the Human Resources Director or his or her designee, unless otherwise directed by the County Administrator. Employees may be placed on administrative leave with pay (pending an investigation) by the County Administrator or designee when such action is in the best interests of the County.

51.2 Employees who are questioned during an authorized investigation must truthfully participate.

51.3 All investigations shall adhere to FS Chapter 112, Firefighter Bill of Rights.

51.4 Florida Statute as stated above is applicable and applies to any employee covered under this agreement.

ARTICLE 52
LONG TERM DISABILITY

52.1 Marion County provides all full-time, regular employees long term disability insurance. This insurance is for employees who, due to a personal injury or illness, become unable to perform the essential functions of their job and the disability is expected to last more than four months. The following information is for general understanding about this benefit only. Risk & Benefit Services policies shall govern should there be any conflicts between this information and Risk & Benefit Services policies.

General Administration:

A. Full-time regular employees must actively work at least 30 hours each week. Part-time, temporary or seasonal employees are not eligible for long term disability insurance.

B. Full-time regular employees are covered by a group long term disability policy that pays 66 2/3 percent of their annualized classification rate excluding overtime after a 120 calendar day waiting period. The long term disability provider will require medical documentation for review and approval of benefits.

C. If eligible, the policy becomes effective on the first day of the calendar month following thirty (30) consecutive days of employment as an employee.

52.2 Procedures for Requesting Benefits:

A. Once an employee becomes disabled as defined by Risk & Benefit Services procedures the employee should report to Risk & Benefit Services who will assist in the application for long term disability.

B. Long term disability benefits, if approved, will not begin until the employee has completed the 120 calendar day waiting period. During the waiting period, the employee may use a combination of annual and sick leave. Employees may be eligible for administrative leave without pay, providing they have exhausted all annual and sick leave hours.

C. Once an employee is out of work for a medical condition that qualifies for FMLA, they will automatically be enrolled in family medical leave coverage if they qualify.

52.3 Employee Status and Benefits During Leave:

A. An employee must be out from work for 120 calendar days before the policy can make payments to the disabled employee.

B. The County's Life Insurance company offers a waiver of premium benefits for disabled employees. The disabled employee may apply for a premium waiver on their basic and supplemental life insurance through the Life Insurance company administered by Risk & Benefit Services.

C. After the employee is placed in an unpaid status, and the family medical leave coverage expires, the employee will be responsible for all insurance premiums.

D. Annual leave accruals and sick leave accruals will continue while the employee is in an active pay status. When the employee is placed in an unpaid status, the employee will not earn annual or sick leave hours.

E. When long term disability has been approved by the insurance company, the employee will be administratively terminated from the County.

F. Upon termination from the County, the employee will be sent a COBRA notice offering continuation of the health insurance. The County will pay for the individual employee premium for a maximum of 24 months. The employee will be required to pay for the family premium, if applicable.

52.4 Consult the Risk Manager for further guidelines for the implementation and interpretation of the long term disability program.

ARTICLE 53
UNION PRIDE

53.1 In an effort to show the cooperative effort between the Labor Union and management, each apparatus shall be allowed to display one, three inch (3”) red and white union sticker on the front officer’s side window.

53.2 Each member of the bargaining unit shall be allowed to display one two inch (2”) round union sticker on the rear bill of their firefighting helmet.

53.3 These stickers shall be provided by Local 3169, and shall obtain management approval before application.

ARTICLE 54
COMMUNITY OUTREACH

54.1 The Union will be allowed to organize on duty fill the boot drives, or other similar fund raising events, that occur on private or public property for local charities with 501c3 status within Marion County, utilizing county apparatus, with no more than one organized event per quarter and lasting no longer than three (3) hours per day, not to exceed three (3) days. All events will require prior authorization of the Fire Chief or Designee.

54.2 Units and personnel will remain in service for 911 calls.

54.3 Personnel will be allowed, with prior approval from the Union and Management, to utilize their gear for charitable fundraising events.

ARTICLE 55
ENTIRE AGREEMENT

55.1 This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term.

55.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the County and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

55.3 This Article does not remove the responsibility of the County to negotiate the impact or effects of any County decision which vitally affects terms and conditions of employment for employees covered by this Agreement.

ARTICLE 56
DURATION OF AGREEMENT

56.1 This Agreement shall be effective as of the 20th day of June 2026 and shall remain in full force and effect until the 30th day of September 2026.

56.2 Articles of this Agreement shall not be automatically opened. An Article may only be opened with the expressed, written agreement of both parties.

56.3 The provisions of this Agreement will remain in effect during subsequent negotiations, if those negotiations extend beyond the term of this Agreement.

PROFESSIONAL FIREFIGHTERS OF MARION COUNTY, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3169

_____
Rolin Boyd
President

_____
Eric Schwartz
Vice President

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Mounir Bouyounes
County Administrator

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23134 **Agenda Date:** 6/2/2026 **Agenda No.:** 9.2.

SUBJECT:
Request Adoption of the Collective Bargaining Agreement Between the Marion County Board of County Commissioners and the Professional Firefighters of Marion County, Local IAFF 3169, Effective October 1, 2026, to September 30, 2029

INITIATOR:
Amanda Tart, Assistant County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
Over the past year, the County's negotiations team and the Professional Firefighters of Marion County, Local IAFF 3169, have met and tentatively agreed to a proposed Collective Bargaining Agreement. The agreement reflects a collaborative effort between County Administration, Human Resources, Fire Rescue leadership, and union representatives to address employee compensation, workforce sustainability, operational readiness, recruitment, retention, and employee wellness.

Significant components of the agreement include implementation of a 24/72 work schedule for operational personnel and a continued compensation package designed to maintain competitiveness within the public safety labor market. The agreement also includes updates and clarifications to various operational, administrative, scheduling, and employment provisions intended to improve organizational efficiency, transparency, and long-term workforce stability while continuing to support the delivery of high-quality emergency services to the citizens of Marion County

This proposed agreement was ratified by the union body on May 27, 2026, and if adopted, will be effective October 1, 2026, to September 30, 2029. The change to the schedule will go into effect no later than October 1. 2029.

BUDGET/IMPACT:
Additional Annual Reoccurring Expenditure in Year 1: $15,710,312 in the Fire Fund and $14,433,961 in the General Fund.

Additional Annual Reoccurring Expenditure in Year 2: $11,113,455 in the Fire Fund and $9,392,660 in the General Fund.

Additional Annual Reoccurring Expenditure in Year 3: $6,425,703 in the Fire Fund and $3,965,255 savings in the General Fund.

Total Reoccurring Estimated Expenditure at the end of Year 3: $33,249,470 in the Fire Fund and $19,864,366 in the General Fund.

RECOMMENDED ACTION:
Motion to adopt the Collective Bargaining Agreement with the IAFF Local 3169, Rank and File Unit as attached.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS

AND

THE PROFESSIONAL FIREFIGHTERS OF MARION COUNTY RANK & FILE UNIT

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #3169

EFFECTIVE October 1, 2026 TO September 30, 2029

Contents

Article 1	Recognition	4
Article 2	Management Rights	5
Article 3	Non-Discrimination/Harassment	7
Article 4	No Strike	8
Article 5	Employee Duties	9
Article 6	Seniority	10
Article 7	Probation	11
Article 8	Work Rules and Standard Operating Guidelines	13
Article 9	Transfers	14
Article 10	Layoff & Recall	16
Article 11	Work Schedule	17
Article 12	Temporary Reassignment	21
Article 13	Wage	20
Article 14	Employee Evaluations	33
Article 15	Working Out of Class	34
Article 16	Educational Benefits	35
Article 17	Travel Pay	39
Article 18	Holidays	40
Article 19	Annual Leave	41
Article 20	Sick Leave	46
Article 21	Incentive Hours	53
Article 22	Paid Leave of Absence	54
Article 23	Family and Medical Leave Act Leave of Absence	55
Article 24	Health and Life Insurance	60
Article 25	Retirement	61
Article 26	Health and Safety	62
Article 27	Workers' Compensation	63
Article 28	Living Conditions	65
Article 29	Uniforms and Safety Equipment	66
Article 30	Personal Property Damage	67
Article 31	Physical Fitness and Examination	68
Article 32	Past Practices	69
Article 33	Discipline	70
Article 34	Substance Abuse	71
Article 35	Non-Smoking	75
Article 36	Dual Certification	76
Article 37	Grievance Procedure	77
Article 38	Outside Employment	86

Article 39	Personnel Files	87
Article 40	Union Business	88
Article 41	Bulletin Boards	89
Article 42	Dues Check Off	90
Article 43	Use of the County Vehicles and Property	91
Article 44	Separations	93
Article 45	Notices	94
Article 46	Agreement Distribution	95
Article 47	Amendments to Agreement	96
Article 48	Military Leave	97
Article 49	General Employment	98
Article 50	Employee Assistance Program	99
Article 51	Investigations	103
Article 52	Long Term Disability	104
Article 53	Union Pride	106
Article 54	Community Outreach	107
Article 55	Entire Agreement	108
Article 56	Duration of Agreement	109

ARTICLE 1
RECOGNITION

1.1 The Marion County Board of County Commissioners hereinafter is referred to as the County or as the Employer.

1.2 The County recognizes the Professional Firefighters of Marion County, International Association of Firefighters Local 3169, hereinafter referred to as the Union, as the sole and exclusive bargaining representative of all employees within the bargaining unit defined by the Florida Public Employees Relations Commission in Case No. RC-88-073, in the Supervisory Unit Contract RC-2005-063, and subsequent related cases.

1.3 The bargaining unit includes all full-time employees engaged in firefighting and emergency medicine up to the equivalent position of a station officer. Firefighter, EMT, Paramedic, FF/EMT, FF/PM, Lieutenant, Driver Engineer, EMS Lieutenant, EMS Captain, and Captain. This agreement excludes all other employees of the county.

1.4 The purpose of this Agreement is to promote, achieve, and maintain harmonious relations between the County and the Employees recognized in this Article.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The parties agree and intend that the County retains all power and prerogatives it possessed prior to certification of the Union, unless such power and/or prerogative was consciously, knowingly, deliberately, specifically, expressly and unambiguously surrendered by the County in this Agreement.

2.2 **Management Functions***:* Such management functions are, but are not limited to:

A. the right to determine its mission, policies, and set forth all standards of service offered to the public;

B. to plan, direct, control, and determine the operations or services to be conducted by the employees of Marion County Fire Rescue;

C. to determine the methods, means, and number of personnel needed to carry out the Department's mission;

D. to direct the working forces;

E. to hire, assign, or transfer employees;

F. to maintain discipline of employees, including the right to make rules and regulations not in conflict with this Agreement;

G. to discharge, suspend, discipline, or demote employees; to hire, transfer, promote and to assign employees to shifts; and to create and fill new positions, provided the provisions of this Agreement are observed;

H. to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;

I. to introduce new or improved methods, equipment, or facilities;

J. to contract for goods and services, provided that if services are to be subcontracted, the County will provide 30 days' written notice and the Union may bargain over the impact of any subcontracting decision which vitally affects employees' terms and conditions of employment. The County will recommend its employees to any organization from whom services are to be contracted.

2.3 In situations of civil emergency as may be declared by the Chairman of the Board of County Commissioners, the County Administrator, the Emergency Management Director, or the Sheriff, the provisions of this Agreement may be suspended for the duration of the emergency, except for monetary provisions.

2.4 The County and Union agree that the Marion County Commission is the sole authority to determine the purpose and mission of the County and the amount of the budget to be adopted therefore. The County will bargain with the Union upon request over the impact of management decisions affecting employees' terms and conditions of employment, to the extent the County is required to do so by law.

2.5 The Fire Chief shall have the authority to design, implement, and administer the recruitment, selection, and promotional processes for all positions within the department. These processes shall be based on merit, organizational values, applied consistently, and designed to ensure fairness and transparency across all candidates internal and external.

The minimum qualifications, certifications, and eligibility requirements for promotional positions shall be negotiated and defined within the Collective Bargaining Agreement. Once established, those qualifications shall serve as the eligibility criteria for participation in the hiring and promotional process for internal and external candidates.

The Fire Chief, in consultation with the county administrator, shall determine the specific methods and procedures used to evaluate and select candidates, which may include written or practical examinations, structured interviews, assessment panels, or evaluation of experience, education, and performance history. These methods shall be applied equally to all applicants, internal and external, who meet the established qualifications.

When qualified internal candidates are available, they shall receive priority consideration.

ARTICLE 3
NON-DISCRIMINATION / HARASSMENT

3.1 The County and the Union specifically agree that if either party has reason to believe that the other party has violated any law by discrimination or harassment against any employee covered by this Agreement, on the basis of race, color, religion, age, sex, disability, marital status, national origin, sexual orientation, or membership or non-membership in the union, the party entertaining that view will so notify the party believed to have violated said law in order to allow said party to conduct such investigation and take such remedial action as it deems necessary.

3.2 For purposes of this Agreement, the term, harassment includes, but is not necessarily limited to, slurs, jokes, graphic, or physical conduct relating to an individual's race, color, sex, religion, national origin, age, marital status, or disability. Harassment also includes requests for sexual favors and other verbal, graphic, or physical conduct of a sexual nature.

3.3 The County and the Union agree that the only procedure to remedy any alleged violations of any non-discrimination statute or law and those procedures provided by statute or law.

3.4 Allegations of harassment or discrimination should be reported to any of the following: Lieutenant, Captain, Battalion Chief, Division Chief, Deputy Chief, Fire Chief, or Human Resources Director or designee.

ARTICLE 4
NO STRIKE

4.1 The term *strike* shall be defined by Florida Statute 447.203 (6) and (7) for purposes of this Agreement mean the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the County for the purposes of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the right, privileges or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the County; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of work stoppage. The term *strike* shall also mean any overt preparation including, but not limited to, the establishment of strike funds with regard to the above listed activities. *Strike funds* shall mean any appropriations by an employee organization which are established to directly or indirectly aid any employee or employee organization to participate in a strike in the State of Florida.

4.2 The County and the Union agree that any strike, as defined herein above and by Florida Statutes 447.203, by the employees covered under this Agreement is strictly prohibited in accordance with Florida Statute 447.505 and 447.507.

4.3 The County and the Union agree that any employee who participates in a strike against the County by instigating or supporting in any manner a strike may be involuntarily terminated or otherwise disciplined by the County.

4.4 The County and the Union recognize that the activities prohibited by this Agreement and Florida Statutes Chapter 447.203 (6) and (7) and 447.505 are contrary to the ideals of professionalism and to the Fire Services' community responsibilities, and that any violation of this Article would give rise to irreparable damage to the County and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the County shall be entitled to seek from the Union all available legal and equitable relief, judicial restraint, and damages in any court of competent jurisdiction in accordance with Florida Statute 447.507.

ARTICLE 5
EMPLOYEE DUTIES

5.1 Employees covered by the Agreement shall perform and manage duties that are related to the prevention and extinguishment of fires, emergency medical and rescue services, hazardous materials identification, response, and mitigation, and any other regular and customary station and general duties prescribed by the Fire Chief or his/her designee.

ARTICLE 6
SENIORITY

6.1 Seniority is defined as an employee's length of continuous regular full-time service with Marion County Fire Rescue in a bargaining unit position to include trainees of Marion County Fire Rescue since his or her last date of hire, less any adjustments due to layoff, promotion out of bargaining unit, or any other unpaid break in service.

6.2 Service classification date is defined as the date a level of promotion is obtained by an employee. There is a service classification for all positions represented by this Collective Bargaining Agreement. If an employee is reclassified upon obtaining an additional certification, his or her seniority date will remain the same, but his or her service classification date will change to reflect the additional promotion. Upon request of the Union, and no more than three times each year, the Fire Department office will prepare a service classification listing for each job classification, and it will be emailed to the Union president.

6.3 In all applications of seniority under this Agreement, where skills, ability (including physical fitness) and qualifications to perform the required work are equal in classification among the employees concerned, seniority as defined in Section 6.1 will govern. The County will prepare and maintain a Seniority list based on the order in which each employee was hired from first to last. It is the responsibility of the County to maintain and update this list as needed. This list will be the final definition in reference to issues of seniority as defined in Section 6.1 and other articles in agreement.

ARTICLE 7
PROBATION

7.1 *New Hires*. All new employees, including rehired employees, will be considered probationary employees and must successfully complete a probationary period before attaining regular employment status.

A. The County will evaluate each new employee for the purpose of determining whether he or she has successfully completed probation by examining abilities which may include, but are not limited to, Standard Operating Guidelines, Task Book, Standing Orders, emergency vehicle and pump operation.

B. Each newly hired or rehired employee becomes a probationary employee upon the date of his or her hire or rehire and remains so until he or she has successfully completed his or her required probationary period. These required periods are as follows:

Newly hired employees	Twelve (12) months
Rehired employees	Twelve (12) months

During the probationary period, the probationary employee may be disciplined, laid off, or otherwise dismissed at the sole discretion of the County, and neither the reason for, nor the disciplinary action, layoff nor dismissal may be the subject of a grievance. In the case of layoff and recall, there will be no seniority among probationary employees. Upon successful completion of probation, an employee attains regular status with all the benefits of employment afforded regular employees, including seniority credit from their date of hire. All probationary employees will receive an employee evaluation on or near the midpoint and just prior to the end of their probation period.

Newly hired or rehired probationary employees may use shift swaps with the approval from their Division Chief.

All new hires and rehires will be given orientation pursuant to the Fire Chief's orientation program.

7.2 *Promotional Probation*. Any regular employee who is promoted will be considered as a promotional probationary employee, and must successfully complete a promotional probationary period before being appointed to the new or related position classification. The special probationary period is as follows:

Promoted employees	Six (6) months

For the purpose of this Agreement, promotional probationary employees are entitled to all the benefits of regular employees.

If the promotional probationary employee fails to demonstrate that he can perform within the promotional probationary period, the Fire Chief shall return the employee to his or her former classification without any loss of seniority or rate of pay for that classification previously held. Any other employees who were transferred or promoted following, and as a result of, this employee's promotion will also return to their former classification without any loss of seniority or rate of pay for that classification previously held.

1. Employees who are used out of class while waiting to enter the above promotional probationary period will have their promotional probationary period reduced by a shift for each shift worked out of class down to a reduced minimum three (3) month probational period during their time on a specific promotional list.

7.3 *Disciplinary Probation*. Disciplinary probation may be imposed for a length of time to be determined by the Fire Chief or his/her designee as appropriate for the seriousness of the infraction. Employees on disciplinary probation are not eligible for overtime unless a regular employee in the same classification is not available to work, nor may they utilize shift swaps during this time. The maximum probation period for a single offense will be one year. Employees on disciplinary probation will not be eligible for education benefits in accordance with educational article.

7.4 *Reclassification Probation.* Reclassification probation may be imposed for a period of ninety (90) days on employees who return to bargaining unit status. Employees on reclassification probation will be eligible for educational benefits in accordance with Article 16.

ARTICLE 8
WORK RULES AND STANDARD OPERATING GUIDELINES

8.1 All established Fire Department work rules, Standard Operating Procedures or Guidelines, and Marion County Board of County Commissioners Approved Safety Regulations shall be in full force and effect upon enactment of this Agreement.

8.2 The County can at its sole discretion change, prepare, issue, and enforce work rules, Standard Operating Procedures or Guidelines, safety regulations, and Risk Management Procedures Manual necessary for the safe, orderly and efficient operations not in conflict with this Agreement. Except in extraordinary circumstances, whenever the County proposes changes or issues new Work Rules, or safety regulations, it will notify the Union ten (10) business days prior to the effective date for the purpose of impact bargaining over the effects of such changes on employee terms and conditions of employment. A copy of such shall be given to the Union president or designee.

8.3 To request Impact Bargaining, the Union must state, in writing, the specific effects on employee terms and conditions of employment imposed by the work rule change. Such request for impact bargaining must be filed with the Fire Chief or his/her designee within ten (10) business days of notification to the Union by the Fire Chief.

8.4 For the purpose of this agreement business days will be considered Monday through Friday, excluding county recognized holidays.

ARTICLE 9
TRANSFERS

9.1 Any employee may request a transfer to an open position within the Fire Department. For purposes of this article, a transfer is defined to exclude temporary reassignments to different stations for three or fewer shifts, and all "light duty" transfers.

9.2 Employees must submit written requests for transfer to their immediate supervisor for recommendation. Requests must reflect present station assignment, desired station assignment, and date of request in electronic format through their chain of command to the Division Chief. Transfer requests are kept on file for six (6) months, renewable at the employee's option in writing.

9.3 Kelly Day assignment transfers will be based on overall seniority through the standard transfer request bid process at the discretion of the Fire Chief until the implementation of the 42 hour work week.

9.4 The Fire Department will notify the Union in writing of all transfers.

9.5 Where the qualifications of two (2) employees requesting transfer to an open position are equal in classification, the employee's service classification date shall govern. Where the qualifications and service classification dates of two (2) employees requesting transfer to an open position are equal, the employee's seniority shall govern.

A. No mutual swap between equally qualified and classified employees will be granted when an active transfer request exists for that desired station assignment by another equally qualified and classified employee. An employee's seniority in classification shall govern resolution of transfer conflict.

9.6 If an employee is to be transferred involuntarily

A. the employee will be notified by a supervisor during the shift preceding the transfer.

B. the Fire Chief or designee will notify the Union President or designee in writing seventy-two (72) hours in advance of the time of transfer to give the Union the opportunity to meet with and provide input to the Fire Chief or his/her designee over the transfer decision; and such involuntary transfer will be for legitimate reasons.

9.7 Final decision-making authority on all voluntary and involuntary transfer rests with the Fire Chief, however management will invite the Union to attend all transfer meetings to give input. Transfer meetings will not be postponed due to the availability of the Union.

9.8 No transfers during the creation and implementation of "D Shift" are subject to the

grievance process.

ARTICLE 10
LAYOFF & RECALL

10.1 A layoff is a reduction in the number of employees within the Fire Department due to lack of work, lack of funds, reorganization, or any other reason except employee misconduct.

10.2 The Fire Chief will determine in his or her sole discretion when a layoff is necessary. Upon that determination, employees will be laid off by "last hired, first laid off". For purposes of the Article, *hired* means hired into a classification covered by this Agreement.

10.3 Whenever possible, Employees will receive thirty (30) days' notice of their layoffs. A copy of such notice will be furnished to the Union President.

10.4 Employees will be recalled in the reverse order of their layoff. The Department will attempt one time to notify employees to be recalled by Certified, Return Receipt Requested mail to the employees' last known address. Employees on layoff must provide the Department with correct mailing address. An employee receiving the Department's notice of recall must inform the Fire Chief or his/her designee of intent to accept or reject the offer of recall within fourteen (14) calendar days of the mailing date of the offer. Failure to do so forfeits the employee's right to be recalled.

10.5 No employee will be hired into particular classifications until the employees in such classifications subject to recall under this Article have received notice of a recall offer for more than fourteen (14) days without accepting or rejecting the offer.

10.6 An employee laid off under this Article is subject to recall for up to one (1) year from date of layoff, unless he or she rejects or fails to respond to an offer of recall within fourteen (14) days, resigns, or retires.

10.7 An employee to be recalled must pass a County physical examination to determine fitness for return to duty. Failure to do so terminates the right to be recalled.

10.8 Recall will be into the position from which the employee was laid off, unless such position has been eliminated, in which case recall will be into an equivalent position for which the employee qualifies.

10.9 Laid-off employees will have the opportunity to continue group health insurance coverage in accordance with Article 24.3 of this Agreement.

ARTICLE 11
WORK SCHEDULE

11.1 Work Week/Hours/Schedule

A. All dual-certified employees will work a schedule of 24 hours on, 48 hours off, with the exception of voluntary temporary re-assignments for the purposes of accomplishing staff work, new hire training, transitional employees or disciplinary assignments.

B. All single-certified EMTs or Paramedics shall be assigned a work schedule of no less than 80 hours per pay period.

C. Employees temporarily assigned to staff work under 11.1.A. will be assigned 112 hours in a 14-day pay cycle with the exception of new hire or transitional employee training.

D. The work week cycle currently in effect will continue for the term of this agreement, unless altered as per the following procedures:

11.2. On Call Status

A. Employees assigned to the Community Paramedicine Program may be scheduled in an on-call status to support overdose response, follow-up care, and program enrollment.

B. On-call status shall be considered a non-working duty status in which the employee is not actively engaged in work but is available for assignment and does not guarantee activation.

C. Employees assigned to on-call status shall:

- Be reachable by phone or approved communication device
- Be fit for duty
- Be able to respond within sixty (60) minutes
- Not be required to remain at a fixed location, but must remain within a geographic area sufficient to meet response requirements

D. The Department retains the right to determine staffing levels, scheduling, and operational procedures related to on-call assignments.

11.3. Effective no later than September 30, 2029 the work schedules for the department will consist of:

A. A 42-hour work week cycle consisting of one (24) hour shift on followed by 72 hours off.

B. A 40-hour work week cycle consisting of five (8) hour shifts or four (10) hour shifts. These shifts will be the discretion of the Fire Chief or his/her designee based on the division assignment.

11.4. Shift Swapping.

A. The Fire Chief or his/her designee may, at their sole discretion grant the request of any two (2) members of the bargaining unit to exchange shifts or days off, without a change in pay provided the employees are equally capable of performing the duties of each other's respective jobs and willing to make the exchange.

B. Requests to exchange or swap shifts of duty or days off shall be submitted in writing no less than 60 hours in advance unless otherwise approved by the Fire Chief or his/her designee. Upon implementation of the 42 hour work week Swaps will be required to be submitted no less than 72 hours in advance.

C. An employee may not initiate more than five (5) shift swaps per month, nor pay back more than five (5) shift swaps per month.

D. Shift exchanges of less than 12 hours are not subject to this limitation, but must be approved in advance by the Fire Chief or his/her designee.

E. Shift exchanges will not be granted if they will result in additional overtime payments. The Fire Chief is not required to maintain records of shift swaps.

F. Employees who fail to fulfill pre-approved shift exchange will receive a “swap penalty” of 1 1/2 times hours missed, deducted from their annual leave.

No Employee covered by this agreement shall work more than fifty-six (56) hours in a seventy-two (72) hour period, without a twelve (12) consecutive hour off-duty break.

ARTICLE 12
TEMPORARY REASSIGNMENT

12.1 Employees who suffer a personal accident or illness, or due to pregnancy, and are unable to perform his or her essential functions of their job description for a period no less than four (4) weeks may be eligible for a light duty position. Employee must have written documentation from their Physician stating they will be unable to perform their assigned duties for the next four weeks or greater. The employee must request a light duty position in writing to the Fire Chief or his/her designee. The following conditions apply to light duty:

A. At the direction of the Fire Chief or his/her designee, the employee may perform other duties as assigned or clerical support duties within the Fire Rescue Department if medically approved by the employee's attending physician.

B. Such duties will be performed on a regular 5-day, 40-hour work week at the regular hourly rate of pay, unless approved by the Fire Chief or designee.

C. Such assignments will terminate when the employee is released for full duty by his or her attending physician or a maximum of ten (10) months in a twelve (12) month period.

D. The employee may, at his or her discretion, elect to use annual or sick leave in lieu of a light duty assignment. A combination of light duty and annual or sick leave shall not be used collectively during any one pay period without express approval of the Fire Chief.

E. Only five (5) employees will be assigned a light duty position due to personal accident or illness or due to pregnancy at any one time. At the discretion of the Fire Chief this number may increase.

12.2 Employees suffering from a Worker*s'* Compensation illness or injury may be offered a light duty position under the following conditions:

A. At the direction of the Fire Chief or his/her designee, the employee may perform other duties as assigned or clerical support duties in the Fire Rescue Department if medically approved by the mid-level practitioner assigned to the Employee Health Clinic.

B. Such duties will be performed on a regular 5-day, 40-hour work week without loss of regular pay, unless approved by the Fire Chief or designee.

C. Such assignments will terminate when the employee is released for full duty by the mid-level practitioner assigned to the Employee Health Clinic or after twelve (12) months after being assigned to the light duty assignment. After twelve (12) months, the employee shall not be assigned a light duty position, but will return to the workers' compensation program.

D. The employee may, at his or her discretion, elect to use annual or sick leave in lieu of light duty assignment. A combination of light duty and annual or sick leave shall not be used collectively during any one pay period without approval of the Fire Chief. Employees who elect not to work the light duty assignment will not receive any supplemental pay from the County.

ARTICLE 13

WAGE

13.1 Effective the first pay period upon ratification, unless otherwise noted, the starting rate for new employees' minimum base pay (not including overtime) shall be:

Classification	Paygrade	Job Class	Minimum	Maximum
Single Cert FF	99	4499	$29.45	$51.54
EMT	500	5515	$27.65	$48.38
Paramedic	501	5510	$32.31	$56.54
Firefighter/EMT	400	4400	$29.79	$52.14
Firefighter/PM	401	4400	$34.35	$60.11
Driver Engineer	412	5000	$36.52	$63.91
EMS Lieutenant	502	5517	$37.02	$64.78
Lieutenant	413	5518	$40.08	$70.13
EMS Captain	503	2055	$40.97	$71.70
Captain	420	2036	$44.43	$77.75

A. Effective the first pay period following October 1, 2027, and thereafter of each subsequent year of this agreement, all employees will receive 3% added to their base pay as a cost of living adjustment.

B. Employees reaching the following milestones of uninterrupted service with Marion County Fire Rescue will have 5% added to their base pay on the day following their seniority date (5 years, 10 years, 15 years, 20 years, 25 years, 30 years, 35 years) as a loyalty incentive.

Employees' loyalty adjustment will be based on receiving a score of 3 or higher on their annual evaluation. For any year with a score of less than 3 over the past five years, the loyalty adjustment will be lowered by 1%.

Employees placed on disciplinary probation during any 5-year period preceding the loyalty milestone will not be eligible to receive the loyalty incentive for that milestone.

The Fire Chief or his/her designee, at his or her sole discretion, may increase the starting wage up to an additional 15%, depending on the applicant's experience, knowledge, skills and abilities.

The Fire Chief or his/her designee at his or her sole discretion may offer a sign on incentive up to $5,000 for the position of Paramedic or Paramedic/Firefighter.

A previous employee that is rehired within one (1) year of his or her last working

day shall have his or her classification and rate of pay determined at the sole discretion of the Fire Chief or his/her designee.

For those employees assigned to duties that are receiving a temporary percentage above base for the assignment, that temporary percentage above base will be removed prior to calculation of all percentage raises listed above and then added back to the resulting base pay.

13.2 The work period, for purposes of computing overtime under the provisions of Section 7(k) of the Fair Labor Standards Act, will be a 14-day cycle.

13.3 Overtime will be paid at a rate of one and one-half times the employee's regular rate for all hours physically worked in excess of 106 hours in a 14-day pay cycle. Overtime hours of work are paid in increments of a quarter-hour. Leave time scheduled 14 days in advance shall be counted as hours worked in calculating overtime.

A. Overtime will be paid at a rate of one and one-half times the employee's regular rate for all hours physically worked in excess of 40 hours in a 7-day work week pay cycle for single-certified medical personnel. Overtime hours of work are paid in increments of a quarter-hour. Leave time scheduled 14 days in advance shall be counted as hours worked in calculating overtime.

13.4 If an employee is called to work a non-scheduled shift and must travel from home or their regular station, he or she should record actual hours worked, but will be paid a minimum of two (2) hours. Rate of call-in pay (i.e., straight time or overtime rate) is determined by total hours of work during the pay period as defined in 13.3 and 13.3.A.

13.5 Single-Certified EMTs who successfully complete the State Paramedic program and upon clearance from the County medical director, shall have 6% added to their base hourly rate or move to the base paramedic rate whichever is greater.

Dual-Certified EMT/Firefighters who successfully complete the State Paramedic program and upon clearance from the County medical director, shall have 6% added to their base hourly rate or move to the base FF/PM rate whichever is greater.

All above monies for paramedics shall be paid as long as the certifications are maintained and utilized as requested. Failure to maintain will result in forfeiture of said monies.

13.6 All above monies for Firefighters, EMTs, and Paramedics shall be paid as long as the certifications are maintained and utilized as requested. Failure to maintain will result in forfeiture of said monies.

13.7 **Special Operations Teams**: Employees will only be eligible for membership on one specialty team for which additional compensation is available, unless approved by the Fire Chief or his/her designee. The teams are Hazardous Material Team (HazMat), Technical Rescue, SWAT Medic, and Honor Guard.

13.8 HazMat Team: Employees in various classifications may voluntarily elect to participate on the HazMat Team by successfully completing a placement test and interview process for open positions and by meeting certain requirements to remain a member of the team as outlined below.

A. The Fire Chief or his/her designee will determine the number of members, of which three will be HazMat Toxicology trained paramedics.

B. The requirements for HazMat Team membership include:

1. Successful completion of the following classes:

Florida State HazMat Certification
40-hour HazMat chemistry or equivalent
Radiological monitoring certification
(Florida Hazardous Material Technician 160 Hours) or equivalent as determined by the Division Chief of Training

C. Meet the minimum performance expectations and training requirements of the HazMat team commanding officer.

D. A minimum of forty-eight (48) hours documented HazMat team training will be required annually and paid at the applicable rate.

E. The positions of the specialty teams will be allocated based upon departmental needs at the sole discretion of the County.

F. Compensation for team members who meet all of the requirements will be $0.50 per hour for Hazmat Team members and $1.00 for Hazmat Team members assigned to Hazmat Station.

13.9 Technical Rescue Team: Employees in various classifications may voluntarily elect to participate on the Technical Rescue Team by successfully completing a placement test and interview process for open positions and by meeting certain requirements to remain a member of the team as outlined below.

A. The Fire Chief or his/her designee will determine the number of members.

B. The requirements for Technical Rescue Team membership include:

1. Successful completion of the following classes:

Confined Space OPS

Rope Rescue OPS
Trench Rescue OPS
BTLS or ITLS
Air Monitoring
Urban Search and Rescue OPS
Vehicle Machinery Rescue OPS

Or equivalent classes as determined by the Division Chief of Training.

C. Meet the minimum performance expectations of the Technical Rescue/Special Operations Team Commanding Officer.

D. The positions of the specialty teams will be allocated based upon departmental needs at the sole discretion of the County.

E. Compensation for team members who meet all of the requirements in 13.10.B will be paid $0.50 per hour for Technical Rescue Team members

and $1.00 for Technical Rescue Team members assigned to Technical Rescue Station.

13.10 SWAT Medic Team: Employees in various classifications may voluntarily elect to participate on the SWAT Medic Team by successfully completing a placement test and interview process for open positions and by meeting certain requirements to remain a member of the team as outlined below.

A. The Fire Chief or his/her designee will determine the number of members.

B. The requirements for SWAT Medic Team membership include:

1. Must be a Paramedic

2. Successful completion of the physical fitness placement test and:

Trauma Emergency Care Course
BTLS or ITLS

Or equivalent classes as determined by the Team Commanding Officer and/or Division Chief of Training.

C. Meet the minimum performance expectations and training requirements of the SWAT Medic Team Commanding Officer.

D. A minimum of forty-eight (48) hours documented SWAT team training will be required annually and paid at the applicable rate.

E. The positions of the specialty teams will be allocated based upon departmental needs at the sole discretion of the County.

F. Compensation for team members who meet all of the requirements in 13.11.B will be paid $0.50 per hour for SWAT Medic Team members and $1.00 for SWAT Medic Team members assigned to the SWAT Station.

13.11 Honor Guard: Employees in various classifications may voluntarily elect to participate on the Technical Rescue/Special Operations Team by successfully completing a placement test and interview process for open positions and by meeting certain requirements to remain a member of the team.

A. The Fire Chief or his/her designee will determine the number of members.

B. The requirements for Honor Guard Team membership include:

1. Successful completion of the following classes:

Florida State Honor Guard Academy

Pass a series of field evaluations

a. Facing movements

b. Flag etiquette

c. Flag Folding Flag presentation

Or equivalent classes as determined by the Team Commanding Officer and/or Division Chief of Training

C. Meet the minimum performance expectations and training requirements of

the Honor Guard training will be required annually and paid at the applicable rate.

D. The positions of the specialty teams will be allocated based upon departmental needs at the sole discretion of the County.

E. Compensation for team members who meet all of the requirements in 13.12.B will be paid $0.50 per hour.

13.12 Driver Engineer I (Engine) must be a State Certified Paramedic and be a state certified pump operator and have a minimum of three (3) years documented continuous career service as a dual-certified employee.

A. Employees promoted to Driver Engineer I shall receive the minimum of the pay grade or a 6% increase above their current pay, whichever is greater.

13.13 Driver Engineer II must have at least 2 years as Driver Engineer I, completed aerial operations and cleared as an aerial operator.

A. Employees regularly assigned to Driver Engineer II duties will receive the following compensation.

1. $ 0.25 per hour.

13.14 Dual-Certified Employees assigned to a transport rescue will receive the following compensation:

All Dual-Certified EMTs assigned to transport rescue duty will receive $.75 per hour.

All Dual-Certified PMs assigned to transport rescue duty will receive $2.00 per hour.

A. Dual-certified employees will only receive this stipend for hours worked on the transport rescue.

13.15 Lieutenant:

To test for Lieutenant, employees must be a State Certified Paramedic and have a minimum of five (5) years documented continuous career service as a dual-certified employee. They must have served as a promoted Fire Equipment Operator/ river Engineer for one year and they must hold Fire Officer I certification prior to testing.

To test for EMS Lieutenant, employees must be a State Certified Paramedic and have a minimum of five (5)years documented continuous career service as a single-certified employee and they must successfully pass Company Officer.

A. Employees promoted to Lieutenant shall receive the minimum of the pay grade or a 6% increase above their current pay, whichever is greater.

B. A qualified candidate on the Driver Engineer promotional list that completes at least 100 out of class shifts in a two-year period shall be eligible to test for Lieutenant, if they meet the qualifications.

C. The positions of the Lieutenant will be allocated based upon departmental needs at the sole discretion of the County.

D. Employees promoted to Lieutenant and assigned to the Training Division on a 40-hour work schedule shall receive a 46.99% increase to their current

base pay during the duration of the assignment up until the department implements the 42-hour work week.

E. Employees promoted to EMS Lieutenant and assigned to the Training Division on a 40-hour work schedule shall receive a 41.79% increase to their current base pay during the duration of the assignment up until the department implements the 42-hour work week.

13.16 Captain: To test for Captain, employees must be a State Certified Paramedic and have a minimum of seven (7) years documented continuous career service as a dual-certified employee. They must have served as a promoted Fire Lieutenant for 2 years and they must possess a State Certification for Fire Officer II prior to testing.

A. Employees promoted to Captain shall receive the minimum of the pay grade or a 6% increase above their current pay, whichever is greater.

B. A qualified candidate on the Lieutenant promotional list that completes at least 100 out of class shifts in a two-year period shall be eligible to test for station Captain, if they meet the qualifications.

C. Employees promoted to Captain and assigned to the Training Division on a 40-hour work schedule shall receive a 46.99% increase to their current base pay during the duration of the assignment up until the department implements the 42-hour work week.

13.17 EMS Captain: To test for EMS Captain, employees must be a State Certified Paramedic and have a minimum of seven (7)years documented continuous career service as a single-certified employee. They must successfully pass Company Officer, course delivery, Courage to be Safe, SERP, and Incident Safety Officer.

A. Employees promoted to EMS Captain shall receive the minimum of the pay grade or a 6% increase above their current pay, whichever is greater.

B. Employees promoted to EMS Captain and assigned to the Training Division on a 40-hour work schedule shall receive a 41.79% increase to their current base pay during the duration of the assignment up until the department implements the 42-hour work week.

13.18 Critical Care Paramedics: To test for the position of Critical Care Paramedic, employees must possess a State of Florida Paramedic Certification and maintain CPR, ACLS, PALS, NRP and Critical Care Paramedic certifications, set forth by the Marion County Fire Rescue department. They must be a Paramedic for five (5) years, with three (3) years continuous career experience on an ambulance.

A. Employees regularly assigned to Critical Care Paramedic duties will receive the following compensation:

1. $2.00 per hour.

13.19 Community Paramedics: To test for the position of Community Paramedic, employees must possess a State of Florida Paramedic Certification and maintain CPR, ACLS, and attain community paramedic training set forth by the Marion County Fire Rescue Administration . They must be a paramedic for five (5) years, with three (3) years continuous career experience on an ambulance.

A. Employees regularly assigned to Community Paramedic duties will receive the following compensation while working as Community Paramedic:

1. 41.79% increase to their current base pay during the duration of the assignment up until the department implements the 42-hour work week.

B. Employees assigned to Community Paramedic duties may also be assigned to an on-call status in accordance with Article 11.

1. Employees assigned to on-call status shall receive compensation in the amount of One Hundred Fifty Dollars ($150.00) per week or Twenty-One Dollars and Forty Cents ($21.40) per day of on-call assignment.

2. When activated from on-call status, employees shall be compensated at one and one-half (1.5) times their regular hourly rate, consistent with and not in addition to overtime provisions of this Agreement, with a guaranteed minimum of two (2) hours per activation.

3. Compensation shall begin at the time the employee accepts the assignment or begins travel, whichever occurs first.

4. Time worked during activation shall be considered hours worked for purposes of overtime calculation under the Fair Labor Standards Act (FLSA).

5. On-call compensation shall be separate from and in addition to the assignment pay provided in this section.

13.20 Reclassification down (Demotion). An employee who is demoted from dual-certified to single-certified will receive a six (6) percent reduction in salary or to the maximum of the pay rate of the lower position whichever pay is less. This provision does not apply to disciplinary demotions.

13.21 Employees assigned to a 40-hour work week after the 42-hour work week implementation will receive a 10% increase to their base pay while working the assignment.

13.22 Effective no later than September 30, 2029, the new start rates for all employees shall be:

Classification	Minimum	Maximum	% SPREAD
Single Cert FF	$ 29.45	$ 51.54	75.00%
FF/EMT	$ 29.79	$ 52.14	75.00%
FF/PM	$ 34.35	$ 60.11	75.00%
DE	$ 36.52	$ 63.91	75.00%
LT	$ 40.08	$ 70.13	75.00%
EMS LT	$ 37.02	$ 64.78	75.00%
EMS Captain	$ 40.97	$ 71.70	75.00%
Captain	$ 44.43	$ 77.75	75.00%
EMT	$ 27.65	$ 48.38	75.00%
PM	$ 32.31	$ 56.54	75.00%

13.24 Effective upon implementation of a 42-hour work week all dual certified employees' base hourly rate of pay shall be adjusted using a 37.29% conversion rate.

13.25 Effective upon implementation of a 42-hour work week all single certified EMTs and Paramedics base hourly rate of pay shall be adjusted using a 24.64% conversion rate.

ARTICLE 14
EMPLOYEE EVALUATIONS

14.1 Each employee's performance is evaluated at least annually by his or her immediate supervisor prior to September 30th. All evaluations are reviewed by the Fire Chief or his/her designee before processing by the Human Resources Department.

14.2 All probationary employees are evaluated on or near the midpoint and just prior to the end of the twelve (12) month period from date of hire and date of promotion, or more frequently if deemed appropriate by the Fire Chief.

14.3 The immediate supervisor discusses the performance rating with the employee, who signs a copy which is placed in the employee's personnel file. The employee's signature only indicates his or her acknowledgment of the discussion. The employee may agree or disagree with the evaluation in writing.

14.4 An employee may appeal a performance evaluation to the Fire Chief by requesting a meeting in writing within (10) business days following receipt of the evaluation, stating the areas of disagreement. If the employee is dissatisfied with the decision of the Fire Chief, he may appeal to the County Administrator within ten (10) business days of the decision by the Fire Chief. The County Administrator's decision shall be final and not subject to the Grievance Procedure contained in this Agreement.

ARTICLE 15
WORKING OUT OF CLASS

15.1 If an employee is assigned for twelve (12) hours or more to another classification in a higher pay grade, he will be paid at the entry level hourly rate for that classification, or six (6%) percent above his or her current regular rate, whichever is greater.

15.2 In the event an employee is assigned for one or more shifts to another classification in a lower pay grade, he or she will be paid at their regular rate.

15.3 If a qualified employee currently on a specific promotional list is assigned for more than twelve (12) hours to that classification or to a position receiving an hourly stipend (e.g., Driver Engineer II, Critical Care,), he or she will be paid the hourly stipend for that position for the shifts he or she serves in that capacity. This assignment is based on the needs of, and at the discretion of, the Department.

A. In concert with the completed task book, Out of Class personnel must meet the educational requirements, and any other requirement aside from the minimum service requirement, for the DEI, DEII, Lieutenant, and Captain positions respectively. To qualify for an Out of Class assignment with a task book, employees must have a minimum of three (3) years of service to fulfill the DEI role, five (5) years of service to fulfill the DEII role, five (5) years of service to fulfill the Lieutenant role, and seven (7) years of service to fulfill the Captain role.

15.4 If a qualified employee is assigned to a rescue transport position receiving an hourly stipend, he or she will be paid the hourly stipend for that position for the time he or she serves in that capacity. This assignment is based on the needs of, and at the discretion of, the Department.

ARTICLE 16
EDUCATIONAL BENEFITS

16.1 Employees may attend educational programs at their cost if they can arrange their work schedules through shift swapping or annual leave. Where prior approval is obtained from the Fire Chief or designee, an employee will be reimbursed for tuition in accordance with 16.6 and 16.7 below, pending the availability of funds. So long as the Department maintains a state of operational readiness, the Department may provide shift coverage. Shift coverage must be requested in writing to the Fire Chief or his/her designee. In this instance, the employee will be "swapping" time with the department and may take time in 12 to 24 hr. increments, this time must be paid back in 12 to 24 hour increments. In the event of a schedule conflict, seniority, as defined in accordance with Article 6, will prevail.

16.2 Department training will be provided when necessary and practical as determined solely by the Fire Chief. Employees may voluntarily attend outside training without pay and on their own time, utilizing shift swapping or annual leave.

16.3 Training time mandated by the Department while on or off duty will be paid at the applicable rates in effect at the time of the training. Approved training costs such as tuition and books will be reimbursed by the Fire Department upon successful completion.

16.4 Approved training costs will be reimbursed by the Department only upon successful completion of the training program *(Successful completion is defined as completing the course or training program with grades as outlined in paragraph 16.6.3).* Employees seeking such reimbursement must not be on introductory probationary status, except those who are attending paramedic school.

16.5 When possible and upon prior approval from the Fire Chief or designee, the Department may provide transportation for out-of-county training programs.

16.6 Partial Tuition Refund Program: With the prior approval of the Division Chief, Division Chief of Training, and Fire Chief, the partial tuition refund program may be used to assist employees in obtaining a job-related degree or complete job related courses.

A. **Eligibility:** To be eligible to participate in the partial tuition refund program, an employee must:

1. Be a full time regular employee.

2. Have successfully completed introductory probationary period immediately preceding the start of classes, except those employees attending Paramedic school.

3. Be on active employee status at the time of application and upon completion of classes.

NOTE: An employee will not be reimbursed if he or she leaves the employ of the Fire Rescue Department before completing the course, or in case of course completion, before reimbursement can be processed.

4. Select courses and professional credentialing through CPSE which have a relationship to the employee's present job, possible future assignment or promotion, or be pursuing a degree which is related to the employee's job. Nursing degree programs no longer qualify for tuition reimbursement.

5. Schedule courses which will not interfere with normally scheduled work unless use of accumulated annual leave, shift swaps, or is approved by the Fire Chief or his/her designee.

6. Select courses offered at an accredited secondary school, college or university, or business school, technical institute or trade school. Questions regarding the qualification of an educational institution should be addressed to the Division Chief of Training.

B. **Service Obligation**: Employees who participate in the program must agree to remain in the employ of the Fire Rescue Department for at least 3 years following course completion. Employees who retire, resign, or are terminated for cause within the 3 year period shall reimburse Marion County Fire Rescue for tuition benefits paid to them for courses completed during the preceding twelve (12) months. Reimbursement shall be by cash payment or from any monies due at the time of separation.

1. Employees who move to PRN status shall not use this time as meeting the service obligation credit and shall reimburse according to the terms set in 16.6.B.

C. **Refunds**: Refunds will be made to approved applicants who complete courses in accordance with the following:

1. Refunds will only be made for satisfactory completion of undergraduate courses with grades of A,B,C, or "Pass" when used by a school in lieu of a letter grade; or completion of graduate courses with grades of A or B, or "Pass" when used by a school in lieu of a letter grade.

2. Effective October 1, 2026 a maximum of $1,250 per fiscal year will be approved for any one employee.

3. Refunds will not be made for textbooks, materials, or student activities, or parking fees.

4. The County will reimburse employees only to the extent that they are not reimbursed through other Federal, State or local programs.

5. Refunds are made only on receipt of evidence of payment and certification of passing grades or successful completion where appropriate. Request for refund shall be made within thirty (30) days after completion of an approved course.

D. **Application:**

1. Application for approval of courses is made on the Tuition Refund application form electronically, and submitted through the employee county email.

2. An application for each course is to be submitted to the Division Chief of Training and the Fire Chief or designee, for final approval.

3. The completed application must be filed with the Training Division at least two (2) weeks before the course begins, unless approved by Fire Chief or his/her designee.

4. The application will be approved or disapproved in accordance with the eligibility criteria, refund limitations, and availability of funds.

5. A copy of the approved or disapproved application will be returned to the employee.

6. Employees must pay tuition and other costs directly to the school.

16.7 Paramedic Tuition Program: To be eligible to participate in the tuition program an employee must:

A. Be a full time regular employee.

B. Have successfully completed introductory probationary period immediately preceding the start of classes, except those employees attending paramedic school.

C. Be an active employee at the time of application and upon completion of classes.

D. Tuition will be limited to and not to exceed the College of Central Florida's current advertised tuition rate.

16.8. APPLICATION:

A. Application for approval of courses is made on the Tuition Refund application form.

B. An application for each course is to be submitted to the Division Chief of Training and the Fire Chief or designee, for final approval.

C. The completed application must be filed with the Training Division at least two (2) weeks before the course begins, unless approved by the Fire Chief or designee.

D. The application will be approved or disapproved in accordance with the eligibility criteria and the number of department approved positions for the year. The department will determine the number of approved participants for paramedic school based on the needs at the time of application.

E. A copy of the approved or disapproved application will be returned to the employee.

F. The employee agrees to authorize the school or college to release grade reports to MCFR Training Division. In that regard, the employee shall execute a release and authorization form and any other form necessary to effect release of employee's grades to MCFR.

16.9. Students may enroll at the Florida school of their choice and submit the required fee slip to the Training Division along with a completed tuition reimbursement form. The Training Division will then submit the required payment directly to school. After each semester, the student shall return to the Training Division and present a report card along with the next semester's required fee slip. If the student is not passing then payment shall be denied.

A. If the employee fails, the employee shall reimburse MCFR for all fees and costs expended by MCFR associated with funding the employee's paramedic education. These reimbursable costs include, but are not limited to, all tuition, fees paid by MCFR on behalf of the employee. An employee who fails will not be able to use funds from the Tuition Refund Program for Paramedic School.

B. If the employee withdraws from class and chooses not to continue, they shall immediately reimburse MCFR for all costs as set forth above.

16.10. For funds which have been reimbursed by state and federal programs for this training, the employee shall not be responsible for providing reimbursement as required by this agreement.

16.11. **Service Obligation:** Employees who participate in the Paramedic program must agree to remain in the employ of the Fire Rescue Department for at least three (3) years following state certification. Employees who retire, resign, or are terminated for cause within the three (3) year period shall reimburse the Fire Rescue Department for tuition benefits paid. Reimbursement shall be by cash payment or from any monies due at the time of separation.

ARTICLE 17
TRAVEL PAY

17.1 If a member of the bargaining unit is required to use his or her own vehicle for approved official business, he or she will be reimbursed in accordance with the State of Florida guidelines, including reimbursement for mileage when, after reporting for duty, he or she is sent to another station using their own personal vehicle. The employee shall also be reimbursed for mileage if sent back to the originating station.

17.2 All travel reimbursements will be paid on a quarterly basis.

ARTICLE 18
HOLIDAYS

18.1 The following nationally recognized holidays are observed by the County as recognized by the Marion County Board of County Commissioners or specifically listed below:

New Year's Day
M.L. King Birthday (3rd Monday in January)
Good Friday
Memorial Day (Last Monday in May)
Independence Day
Labor Day (1st Monday in September)
Veteran's Day
Thanksgiving Day (4th Thursday of November)
Friday after Thanksgiving

Christmas DayAny other day declared an employee holiday by the County Commission.

18.2 Employees that work on Marion County approved holidays will receive premium pay at time and one half (1 1/2) for all actual holiday hours worked. In order to receive time and one half (1 ½) premium pay, an employee must be in an approved pay status on the employees scheduled shift prior to the holiday, the day of the holiday, and the following employees scheduled shift after the holiday.

18.3 All 24 hour shift employees will be paid for the (8) hours of holiday pay on the date of the holiday at straight time. These hours do not count as hours worked.

18.4 A full-time employee who regularly works an eight (8) hour shift will receive eight (8) hours of holiday pay. A full-time employee who regularly works a ten (10) hour shift will receive ten (10) hours of holiday pay.

ARTICLE 19
ANNUAL LEAVE

19.1 The following procedures will be used for scheduling annual leave and resolving any conflicts of scheduling which may arise:

A. Request for annual leave use for the following year must be submitted before or during the month of December of each current year and will be processed by shift.
   a. For employees at the rank of Lieutenant and below preference will be given to the employee's seniority date.
   b. For employees at the rank of Captain preference will be given to employee's service classification date.

When an employee cannot take annual leave due to circumstances not foreseeable at the time of scheduling, the employee may request a change in scheduling, and the Fire Chief or designee, will normally grant such a request, provided no other employee may be bumped off his or her scheduled annual leave, and provided further there will not be more than eighteen (18) employees per shift on annual leave at any one time.

1. No more than eighteen (18) 24 hour blocks for dual-certified employees per shift will be allowed annual leave at the same time unless authorized by the Fire Chief, two (2) Captains, four (4) Lieutenants, four (4) DE1s, and eight (8) non-promoted, dual-certified employees.
   a. Whenever the employee per shift allowance is changed, union and management will meet to determine adjusted breakdown for each grouping of employees. The final determination will be at the discretion of the Fire Chief of his or her designee.

C. The employee per shift allowance shall be four (4) single-certified employees.

D. Requests for annual leave are collected on TeleStaff (or subsequent automated staffing program) to be awarded by the rules established in TeleStaff (or subsequent automated staffing program).

1. The County will maintain a list of employees that requested an approved holiday off the holiday based on the top 5 employees by rank and seniority at the time of annual bid process. If an employee

that was awarded an approved holiday off cancels the day within the required time frame the next person on the list will be offered the day.

E. In the event an employee has not requested annual leave as outlined in 19.1.a. a request can be made 14 calendar days in advance of the planned annual leave usage, unless otherwise approved by the Fire Chief or his/her designee, and shall be counted as hours worked. Approval is contingent on the existing annual leave schedule and with the sole approval of the Fire Chief.

19.2 The County grants annual leave to employees covered by this Agreement.

Fifty-Six (56) hour shift employees accrue annual leave in accordance with the following:

ANNUAL LEAVE ACCUMULATION SCHEDULE
EFFECTIVE OCTOBER 1, 2026 thru September 30, 2029

YEARS OF CONTINUOUS SERVICE	LEAVE EARNED PER PAY PERIOD	LEAVE EARNED PER PAY YEAR
0 - 4.99 Years	5.18 Hours	134.68 Hours
5 - 9.99 Years	6.47 Hours	168.22 Hours
10+ Years	8.61 Hours	223.86 Hours

An employee may accumulate leave in excess of the limitations during the calendar year; however, the excess leave must be used by the end of the last pay period of the calendar year as determined by the payroll department or it will be forfeited. The limitations of annual leave are as follows:

CONTINUOUS SERVICE YEARS	CARRY-OVER LIMITATIONS
0 – 4.99 Years	342 Hours
5 – 9.99 Years	409 Hours
10 + Years	520 Hours

Annual leave hours earned will be credited to the employee biweekly, based upon the Annual leave schedule contained in this Agreement listed below.

Single-Certified EMS employees assigned to a 48-hour week shall accrue annual leave in accordance with the following:

Service Years Pay period	Leave Earned per year	Total leave earned
0 – 4.99 years	4.45 hours	115.70 hours
5 – 9.99 years	5.56 hours	144.56 hours
10 + Years	7.39 hours	192.14 hours

An employee may accumulate leave in excess of the limitations during the calendar year; however, the excess leave accrued as of the end of the last pay period of the calendar year, must be used by the end of the last pay period of the calendar year, as determined by the payroll department or it will be forfeited. The limitations of annual leave are as follows:

Service Years	Carry Over Limitations
0 – 4.99 years	304 hours
5 – 9.99 years	362 hours
10 + Years	458 hours

In the event an emergency has been declared in accordance with Article 2.3, and an employee's scheduled annual leave was canceled, thereby causing him to exceed the maximum accruals, an extension of up to six months may be requested in order to take annual leave and meet the maximum accrual rates.

19.3 Upon implementation of the 42 hour workweek and no later than September 30, 2029 he County grants annual leave to employees covered by this Agreement employees shall accrue annual leave in accordance with the following:

YEARS OF CONTINUOUS SERVICE	**LEAVE EARNED PER PAY PERIOD**	**LEAVE EARNED PER PAY YEAR**
0 - 4.99 Years	3.70 Hours	96 Hours
5 - 9.99 Years	4.62 Hours	120 Hours
10+ Years	6.15 Hours	160 Hours

An employee may accumulate leave in excess of the limitations during the calendar year; however, the excess leave must be used by the end of the last pay period of the calendar year as determined by the payroll department or it will be forfeited. The limitations of annual leave are as follows:

CONTINUOUS SERVICE YEARS	CARRY-OVER LIMITATIONS
0 – 4.99 Years	200 Hours
5 – 9.99 Years	240 Hours
10 + Years	300 Hours

Annual leave hours earned will be credited to the employee biweekly

19.4 When an employee moves from one work week schedule to another, the vacation balance for that employee will be converted by the following formula: (New Accrual Rate/Old Accrual Rate) X (Old Vacation Balance) = New Vacation Balance.

19.5 Employees who were employed by EMSA shall also keep their seniority beginning October 1, 2008. For example: If 100 employees are hired on October 1, 2008, then they shall be given their seniority with MCFR in the order of their EMSA seniority. However, they shall not be placed in front of any employee currently employed by MCFR.

19.6 Newly hired probationary employees accrue, but are not authorized to use, annual leave for the initial six months of employment. Employees who terminate for any reason during the first six months of employment will not be paid for annual leave. Employees are eligible to request annual leave after successful completion of the initial six months of their probationary period.

19.7 Annual leave shall not be used in increments of less than twenty-four (24) hours. Annual leave used for education may not be used in increments of less than eight (8) hours.

19.8 In the event the Fire Chief or designated County Official determines an emergency situation exists, any or all approved annual leave may be canceled and/or rescheduled. In such an event, the rescheduling shall be processed in accordance with 19.1 above.

19.9 Any employee who has completed the initial twelve (12) months of his or her new-hire probationary period and who is laid off, resigns with proper notice, or retires, shall be paid for all accrued, but unused annual leave hours. Any employee who resigns without proper notice or who resigns in lieu of termination or who is terminated for performance or behavior problems shall forfeit all accrued, but unused annual leave hours, unless otherwise directed by the County Administrator. Payment for accrued, but not used, annual leave will not exceed the limitations contained in 19.2. The rate of annual leave pay shall be the employee's regular straight time rate in effect for the employee's regular job classification at the time of separation.

19.10 Active employees may not receive pay in lieu of taking a vacation. Earned annual leave cannot be "sold" or "exchanged" for cash payment with the exception of the 96 hours transferred from Holiday pay.

19.11 Annual leave days scheduled 14 days in advance shall be counted as hours worked in calculating overtime.

19.12 Leave Buy Out: Employees shall have the option of receiving pay at straight time up to a maximum of 96 hours of annual leave time, per year subject to the following provisions:

Eligible leave for “Buy Out” requirements;

A. Employee must maintain no less than 96 hours of annual leave to participate.
B. Employees who have their personal day shall be allowed to sell those hours back or use them by November 15, 2026.

Any employee wishing to exercise the “Leave Buy Out” option must exercise this option between November 1st and November 15th of the year in which the requirements have been met. The employee shall make this request in writing to the Fire Chief or designee.

Any decision to exercise this option subsequent to November 15th of the year in which the requirements have been met shall not be considered.

Employees in a New Hire Probationary job classification are not eligible to participate until after six (6) months of employment.

ARTICLE 20
SICK LEAVE

20.1 All full-time employees covered by this Agreement shall accrue four (4) hours of sick leave for each bi-weekly period worked. Sick shall accrue beginning with the first payroll period following the date of hire or rehire. Sick leave credits shall not accumulate during periods of leaves of absence without pay.

20.2 Sick leave shall be used only with the consent and written approval of the Fire Chief or designee. Probationary employees covered by this Agreement shall use leave without pay for absences during the initial six (6) months of employment, if authorized by the Fire Chief or designee. Only with strict approval of the Fire Chief or designee, may a probationary employee use sick leave during the initial six (6) months of employment. Employees covered by this Agreement may use accrued sick leave for a personal illness, accident, injury, or a physician's appointment.

20.3 A request may be made to utilize sick for the illness or injury of a member of the employee's immediate family. Immediate family is defined as spouse, parents, children, grandparents, brothers, sisters, grandchildren or mother/father-in-law of the employee, or persons living in the employee's household that the court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home

20.4 Frequent use of sick leave under this Agreement will constitute sufficient grounds for a presumption that the physical fitness of the covered employee is below the standard necessary to perform the required duties. Sick leave usage approved under the provisions of Family Medical Leave Act (FMLA) is exempt from being defined as abuse. Abuse of sick leave use will constitute grounds for disciplinary action, not excluding termination of employment.

20.5 Sick leave may be accrued up to a maximum of 1040 hours.

A. Employees with more than ten (10) years but less than twenty (20) years with the County may be paid for ten percent (10%) of their accrued sick leave hours, at their regular rate of pay at the time of termination.

B. Employees with more than twenty (20) years but less than twenty-five (25) years with the County may be paid for twenty percent (20%) of their accrued sick leave hours, at their regular rate of pay at the time of termination.

C. Employees with more than twenty-five (25) years with the County may be paid for twenty-five percent (25%) of their hours at their regular rate of pay at

the time of termination

D. Employees with more than thirty (30) years with the County may be paid for thirty percent (30%) of their hours, at their regular rate of pay at the time of termination.

E. Employees with less than ten (10) years with the County shall not be reimbursed for any unused sick leave hours.

Employees who voluntarily resign with a written notice of resignation of fourteen (14) calendar days or more, shall be paid for unused sick leave hours in accordance with the section above. Employees terminating from the County without providing a fourteen (14) calendar day written notice, or whose termination is the result of an administrative action against them for performance or behavior reasons, shall forfeit all unused sick leave hours unless otherwise approved by the County Administrator, or his or her designee.

20.6 Sick Leave Probation - Sick leave probation shall be imposed for abuse of sick leave, which is defined as:

A. Frequent use of sick leave in conjunction with holidays, or distribution of pay checks.
B. Frequent use of sick leave when scheduled for undesirable temporary shifts or assignments, or during periods of peak workload.
C. Requesting sick leave for an absence for which annual leave has previously been denied.
D. Frequent occurrences of illness during the workday.
E. Using sick leave immediately after it is accrued/earned without documentation.

In the case of sick leave abuse, the Fire Chief or designee should weigh all factors in these situations before reaching a judgment and consult Human Resources if needed for guidance.

20.7 MEMBER EMPLOYEE SICK LEAVE DONATION PROGRAM

A. The County will provide a leave donation program to eligible members recognized by this contract. The leave donation program shall be provided under the general guidance of the Human Resources Director. Eligible employees may request or donate leave as described in this policy.

B. For the purpose of this policy, the following definitions shall apply:

1. Donor: An eligible member who has elected to donate leave to another member.

2. Immediate Family: The member's spouse, child, parent, and any person who resides in the member's household and is recognized by law as a dependent of the member.

3. Recipient: An eligible member who has been authorized to solicit donations of leave from members. The maximum allowable leave donations within a twelve (12) month period is (480) hours.

C. This policy is applicable to all members of the County who are eligible to accrue and use paid leave and who have been continuously employed for not less than twelve (12) months in a County position(s) entitled to earn leave.

D. Leave donation shall be permitted from one County member to another County member subject to the provisions of this policy.

E. The Director of Human Resources or designee shall have the discretion to approve or deny all requests to solicit leave donation.

F. Leave donation shall be strictly voluntary. The identity of donors shall be confidential and shall not be provided to the recipient or to any other individual unless necessary to administer the donation.

G. No member shall threaten, coerce, or attempt to coerce another member for the purpose of interfering with rights involving the donation, receipt, or use of leave. Prohibited acts include, but are not limited to, promising to confer or conferring a benefit such as appointment, promotion, or salary increase, or making a threat to engage in, or engaging in an act of retaliation against the member. Any violation of this provision shall be considered to be misconduct and shall be subject to disciplinary action, up to and including termination.

H. To be eligible to request donated leave, a member must:

1. Be employed in a position entitled to earn and use leave;

2. Have been continuously employed for not fewer that twelve (12) consecutive months in a position entitled to earn leave;

3. Not have been on an attendance or other corrective action plan or undergoing disciplinary action for leave abuse or misuse in the twelve (12) month period preceding the request;

4. Have exhausted all accrued leave (Sick and Annual).

I. Use of donated leave: All donated leave becomes sick leave, and is therefore subject to applicable provisions of the County policy governing sick leave usage. Accordingly, a recipient may use donated leave for:

1. Personal illness or disability;

2. And Medical care, illness, or accident in the member's immediate family which requires the employee's presence.

J. A member may not solicit leave donations for:

1. Any occupationally related accident or illness which is compensable under Worker's Compensation benefits;

2. Disability incurred in the course of committing a felony or assault;

3. Normal child birth;

4. Intentional self-inflicted injuries;

5. Cosmetic and elective surgery.

K. A member may not use donated leave in the following circumstances:

1. During periods of disciplinary probations, suspensions, or sick leave probation, or;

2. While receiving disability insurance benefits.

L. Members on sick leave probation may only use donated leave with the approval of the Fire Chief or designee.

M. To be eligible to donate leave, a donor must:

1. Be employed in a County position entitled to earn and use leave;

2. Have been continuously employed for not fewer than twelve (12) consecutive months by the County in a position(s) entitled to earn leave;

3. Have no less than eighty (80) hours of accrued sick leave and/or no less than eighty (80) hours of accrued annual leave;

4. Have not submitted a written notice of resignation or retirement;

5. Not be the recipient of proposed adverse action for dismissal or on a disciplinary suspension or probationary status.

6. Not be on any form of authorized or unauthorized leave of absence without pay.

N. Request to solicit donated leave shall be as follows:

1. A member may request solicitation of donated leave no more than thirty (30) calendar days prior to going into an authorized leave without pay status.

2. The member must request approval to solicit donated leave by submitting a Request for Donated Leave Form, which describes the circumstances upon which the request to solicit leave donations is based, and a County Certification of Health Care Provider Form, which must be completed by a physician or licensed health care provider. Submission of this request is the member's release to allow the Clinic Supervisor to review the request.

O. The Certification of Health Care Provider Form must include the following information:

1. The date the health condition began;

2. The probable duration of the condition/treatment or absence in days, weeks, or months;

3. The appropriate medical facts within the health care provider's knowledge; and

4. The extent to which the member is unable to perform the essential functions of his/her position or the estimated amount of time the member is needed to care for a member of the immediate family, whichever is applicable.

P. If the member has previously submitted an acceptable medical certification form covering the period of illness or disability, a copy of this certification may be submitted with the request of donated leave. The Clinic Supervisor will review the information submitted and other relevant facts to determine whether the request to solicit leave should be approved. If the request to

solicit leave is approved, the Director of Human Resources or designee will designate the member as a recipient under the provisions of this policy.

Q. Upon approval of the request to solicit leave, designated Human Resources staff shall prepare a proposed Solicitation of Donated Leave Announcement Form based on the information provided in the Request for Donated Leave Form.

R. The Solicitation of Donated Leave Announcement shall be circulated to all members recognized by this contract via electronic mail for circulation/posting. Leave donations, however, will be accepted until the maximum number of hours (480) is received or until the recipient returns to work and is no longer eligible for leave donations, whichever is sooner.

S. Leave donation procedures will be as follows:

1. The donor must complete a Leave Donation Form, which identifies the type and amount of leave being donated, authorizes the deduction of the leave from the leave balance (s), assigns the recipient, and surrenders any future claim to the leave if it is credited to the recipient. However, leave will be credited to the recipient only as needed, and it will be returned to the donor if the recipient returns to work or reaches the maximum allowable hours (480) before the leave is used.

2. The donor may give any amount of annual leave as long as the donor maintains a minimum balance of sixty (60) hours of annual leave after donation.

3. The donor may give up to 120 hours of sick leave per calendar year, as long as the donor maintains a minimum balance of sixty (60) hours of sick leave after donation.

4. Donations must be made in whole hours with the minimum donation amount being eight (8) hours.

5. Members who wish to donate leave must submit a Leave Donation Form to the Human Resources Director or designated staff.

6. After reviewing the member's request to donate leave, the Director of Human Resources or designee will provide the potential donor with either the donated leave response acceptance or a donated leave response returned memorandum.

T. Receipt and use of Donated Leave shall be as follows:

1. Donations, not to exceed (480) hours (for full-time members) shall be credited to a recipient in the order in which the donations are received by the Human Resources Department and as the recipient needs the

hours. Donations received after the maximum use of donated hours has been reached, will not be accepted. Note: Part-time employees will receive a pro-rated amount of donations based on the (480) hour maximum.

2. Multiple donations are permitted for the same recipient. However, no recipient, who is a full-time member, will receive more than 480 hours of donated leave in a twelve (12) month period.

3. While using donated leave, the recipient will be in a pay status and, as a result, will accrue annual and sick leave. All accrued leave must be used prior to continuing to use donated leave.

ARTICLE 21
INCENTIVE HOURS

21.1 To provide incentive for employees who make conservative use of their sick leave privileges, the County provides incentive hours. There are a total of thirty two (32)incentive hours for employees available per fiscal year. For those employees employed for a full fiscal year, the following applies:

A. 0 sick hours taken ..... 32incentive hours earned as annual leave

B. 1 sick hour taken ..... 31incentive hours earned as annual leave

C. 2 sick hours taken ..... 30 incentive hours earned as annual leave (and so on)

D. 31 sick hours taken..... 1 incentive hour earned as annual leave

E. 32 or more sick hours taken….0 incentive hours earned as annual leave

Employees with less than six (6) months of County service are not eligible for incentive hours. Employees with more than six (6) months of County service, but less than one year are provided a pro-rated share of incentive hours.

ARTICLE 22
PAID LEAVE OF ABSENCE

22.1 An employee who is summoned as a member of a jury is granted leave of absence with pay. Employees summoned for jury duty, but not selected, must report back to the job site. An employee subpoenaed as a witness involving his or her personal litigation is able to utilize annual leave. Absences due to litigation involving County business are paid as regular time worked. Employees will not be reimbursed by the County for meals, lodging, or travel expenses incurred while in service as either a juror or a witness, in personal business. Any witness fees or stipend received (except travel and meal allowances) must be returned to the Marion County Board of County Commissioners, payable at the Finance office per FS 40.24.

22.2 Paid leave shall be granted to employees to attend such meetings and conferences as may contribute to the effectiveness of his or her employment upon approval by the Fire Chief. Travel to meetings and conferences outside of Florida must be approved by the County Administrator or designee.

22.3 An employee may be granted leave with pay for the purpose of taking examinations, provided such examinations are pertinent to his or her employment, as determined and approved by the Fire Chief.

22.4 Employees, upon request to attend to the death or burial of an immediate family member, will be granted up to 24 hours of paid leave. Immediate family is defined as the employee's spouse, child, step-child, parent, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparent-in-law and grandchildren, or a person living in the home that the Court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home. Employees may utilize approved sick leave in conjunction with bereavement leave as approved by the Fire Chief or designee.

ARTICLE 23
FAMILY AND MEDICAL LEAVE ACT LEAVE OF ABSENCE

23.1 Any employee may request that the Fire Chief grant up to twelve (12) workweeks of unpaid Family and Medical Leave Act (FMLA) leave during any rolling twelve-month period, measured backward from the date leave is requested, if the employee has worked for the County for at least twelve months (52 weeks) and has worked at least 1,250 hours during the twelve-month period immediately before the date when the leave would begin. The twelve months of employment need not be consecutive months unless there is a break in service of more than seven (7) years. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week, or if the employee is on leave during the week.

All eligible employees are also entitled to a total of twenty six (26) weeks of military caregiver leave during a single twelve (12) month period. The single twelve (12) month period is measured forward from the date an employee's leave to care for the covered service member begins.

23.2 FMLA leave is available to eligible employees for the following reasons:

A. because of the birth of a child and to care for the newborn child, or for placement of a child with the employee for adoption or foster care; or

B. to care for the serious health condition of an immediate family member defined as the employee's spouse, child under 18 years old, child 18 years old or older who is incapable of self-care because of mental or physical disability, or the employee's parent (not parent-in-law); or

C. because of the employee's serious health condition which makes the employee unable to perform the functions of his or her job; or

D. a qualifying exigency arising out of the fact that a spouse, son, daughter or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or reserves, or

E. the spouse, son, daughter, parent or next of kin of a covered service member with a serious illness or injury.

Employee's total leave entitlement is limited to a combined total of twenty six (26) weeks for all qualifying reasons under FMLA and caregiver military leave.

23.3 For the purpose of this Article, serious health condition means an illness, injury, impairment, or physical or mental condition that involves any of the following:

A. an overnight stay for inpatient treatment in a hospital, hospice or residential medical care facility; or

B. a period of incapacity requiring absence from work, school or other regular daily activities of more than three (3) calendar days and that also involves continuing treatment by or under the supervision of a health care provider; or

C. continuing care by or under the supervision of a health care provider for:

1. prenatal care; or

2. a chronic or long-term health condition that is incurable or so serious that, if not treated, would result in a period of incapacity of more than three (3) calendar days.

23.4 For the purpose of this Article the following definitions will apply:

A. Child – biological, adopted, or foster child; stepchild; legal ward; or child of a person standing in loco parentis who is under eighteen (18) years of age; or eighteen (18) years of age or older and incapable of self-care because of mental or physical disability.

B. Health Care Provider – a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices, physician assistant or other para-professional medical professional performing within the scope of their practice as defined under state law.

C. Parent – the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

D. Serious Health Condition – an illness, injury, impairment, or physical or mental condition that involves inpatient care at a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

E. Continuing Treatment – treatment two or more times by a health care provider within a thirty (30) day period. For chronic conditions, such visits must take place at least twice a year.

F. Qualifying Exigency – a non-medical activity that is directly related to the covered military member's active duty or call to active duty status.

G. Active Duty or Call to Active Duty – duty under a federal call or order (not a State call) in support of a contingency operation made only to members of the National Guard or Reserve components or a retired member of the Regular Armed Forces or Reserve.

H. Covered Service Member – *current* member of the Regular Armed Forces, National Guard, or Reserve receiving medical treatment, recuperation or

therapy including those on the temporary disability retired list because of an injury or illness incurred in the line of active duty.

23.5 Any family and medical leave taken by an eligible employee will be counted against the employee's annual twelve workweek limitation or the annual twenty six workweek limitation if combined with military caregiver leave.

23.6 Spouses employed by the County are jointly entitled to a combined total of twelve workweeks of FMLA leave for:

A. the birth of a child and to care for the newborn child; or

B. the placement of a child with the employee for adoption or foster care; or

C. care of a parent (but not a parent-in-law) who has a serious health condition.

23.7 FMLA leave for the birth of a child and to care for the newborn child, or for the placement of a child with the employee for adoption or foster care, must be concluded within twelve months of the birth or placement.

23.8 FMLA leave may be taken intermittently whenever it is medically necessary because of an employee's serious health condition or to care for an immediate family member with a serious health condition. FMLA leave may not be taken intermittently for the birth of a child or to care for the newborn child, or for the placement of a child with the employee for adoption or foster care, unless approved by the Human Resources Director or designee.

23.9 Employees who request intermittent FMLA leave due to planned medical treatment may be required, at the County's discretion, to transfer temporarily to an alternative position with equivalent pay and benefits which better accommodates recurring periods of leave than the employee's regular employment position.

23.10 Employees may substitute accrued paid leave (e.g., vacation, sick leave) for unpaid FMLA leave at the commencement of an FMLA leave of absence. Employees requesting military exigency leave may only substitute accrued annual leave.

23.11 Employees are required to complete a Leave Request Form to apply for FMLA leave. In the event that an employee is unavailable, the form can be completed by the employee's spouse, another family member, or any other responsible person. FMLA leave can only be used for the condition and/or family member originally documented.

23.12 Employees must provide at least thirty (30) days' advance notice before taking FMLA leave if the need for the leave is foreseeable. If the need is not foreseeable, or if thirty days' notice is not practicable, the employee must notify the County of the need for FMLA leave as soon as practicable. This means notifying the County within one or two working days of learning of the need for family and medical leave, except in extraordinary emergencies. Failure to give thirty days' advance notice for

a foreseeable FMLA leave, with no reasonable excuse for the delay, may result in the leave being denied until at least thirty days after the date on which the County is notified.

23.13 Employees who request FMLA due to a serious health condition, the serious health condition of an immediate family or military member, or for military exigency will be required to obtain a medical or exigency certification form. The form must be completed within 15 calendar days of the date you first go on leave, unless it is not practicable under the circumstances to do so despite your diligent, good faith efforts. If the County does not receive the medical or exigency certification form on a timely basis, it may deny the employee's request to take FMLA leave or postpone any further continuation of the leave until the required certification is provided. Yearly re-certification of the employee's condition is required.

23.14 If the County has reason to doubt the validity of any medical certification, it may require the employee to obtain a second medical opinion at the County's expense. The County has the right to designate the health care provider that will furnish the second opinion, but the second provider cannot be employed on a regular basis by the County. If the two medical opinions differ, the County may require the employee to obtain certification from a third medical health care provider at the County's expense. This third opinion will be final and binding. The third health care provider must be designated or approved jointly by the employee and the County. Failure to attempt, in good faith, to reach agreement with the County on a third health care provider, or refusal to see the third health care provider, or refusal to see the third health care provider who has been chosen, will result in the employee being bound by the second medical opinion.

23.15 Employees on FMLA leave will be required to report periodically on their status and intent to return to work.

23.16 The County may also require any employee and their health care provider to complete one or more additional medical certification forms at reasonable intervals during any FMLA leave, but not more often than every 30 days unless one of the following occurs:

A. the employee requests an extension of leave; or

B. circumstances described in the previous certification have changed significantly; or

C. the County receives information that casts doubt on the continuing validity of employee's previous certification; or

D. employee is unable to return to work after the family and medical leave ends because of the continuation, recurrence or onset of a serious health condition involving employee or employee's immediate family member.

23.17 Employees on FMLA leave because of their own serious health condition will be required to obtain and present a fitness-for-duty certification from the health care provider which states that the employee is able to resume work. The fitness-for-duty certification relates only to the particular health condition that caused employee's need for family and medical leave. The County may deny employee's reinstatement until the fitness-for-duty certification is provided. In the case of FMLA in support of a family member, the employee must also provide medical documentation verifying the medical condition of the family member upon returning to work. Any intermittent use of FMLA also requires documentation from the health care provider which states that the employee is able to resume work.

23.18 Employees will retain their medical coverage during any FMLA leave on the same terms as if the employee had continued to work. Employees are required to pay the share of health plan premiums which had been paid prior to the start of the leave. Premium payments are due on the dates that they would have been deducted from employee's paycheck while an active employee and must be in the form of a check or money order made payable to the County. Medical coverage will terminate if an employee fails to pay any premium within 30 days of the due date. If the County decides within its discretion to continue an employee's medical coverage despite his or her failure to pay premiums on a timely basis, it may later recover the employee's share of any premium payments that are missed.

23.19 If an employee fails to return to work for at least 30 days after his or her leave entitlement has been exhausted or expires, the County may recover the employer share of health plan premiums with respect to the employee's unpaid family and medical leave unless the reason the employee has failed to return to work is due to the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. The County will require medical certification of the serious health condition that prevents the employee from returning to work in such circumstances.

23.20 Employees returning from FMLA leave will be restored to their normal duty status with equivalent pay, benefits, and other terms and conditions. If the employee's job, status, pay, benefits, or other terms and conditions of employment would have been altered had the employee not taken FMLA leave, then the employee will be subject to those changes upon return from FMLA leave.

23.21 Employees who fraudulently obtain family and medical leave from the County are not entitled to reinstatement or maintenance of employee benefits.

23.22 Employees receiving medical care for a worker’s compensation injury or illness will be automatically enrolled in FMLA coverage if such injury or illness qualifies for Family Medical Leave coverage.

ARTICLE 24
HEALTH AND LIFE INSURANCE

24.1 Individual coverage for health benefits, which shall include medical and hospitalization benefits, is provided to employees at the same coverage and contribution rate as all other County employees, effective on the first day of the month following thirty (30) days of regular (non-temporary) employment. Family medical coverage is available to employees upon request, following 30 days of regular employment or if requested within thirty (30) days of a major family status change event such as defined by the insurance carrier.

24.2 A Basic life insurance policy is provided at no cost to the employee effective on the first day of the month following thirty (30) days of regular employment, as provided to all other employees of the County.

When the County determines that there is reason to change rates or coverage under the group health insurance plan or life insurance the changes will be presented and reviewed at the Marion County Risk and Benefit Services quarterly insurance meeting. The Collective Bargaining Unit President shall be notified and included on the agenda and minutes distribution list. Each fiscal year, renewals and changes will be presented and approved by the Board of County Commissioners for all County Employees.

A. The Union may bargain over the impact of the county's implementation of healthcare coverage and cost.

24.3 Employees and their families may be eligible to continue group health benefits within the terms of COBRA in the event of termination, layoff, retirement, death, divorce and in the case of a dependent child reaching maximum insurance age. Contact the Risk & Benefit Services within thirty (30) days of any of the aforementioned events.

ARTICLE 25
RETIREMENT

25.1 All regular employees are eligible to enroll in the Florida Retirement System which was established in December 1970. Florida Retirement System (FRS) is a single retirement system consisting of two primary retirement plans. The two optional retirement programs for particular employee groups are: FRS Pension Plan and the Public Employee Optional Retirement Program (FRS Investment Plan). Employees must make a selection as to which plan they wish to join.

25.2 Florida Retirement System is contributory for members. Member contribution rates will be determined by Florida Statute.

25.3 All retiring employees shall notify the Human Resources Department Director no later than four (4) months prior to the normal service retirement date to begin processing the necessary paperwork. Further information about the FRS is available in the Human Resources Office.

ARTICLE 26
HEALTH AND SAFETY

26.1 The County and Union agree that the safety and welfare of employees is a primary concern.

26.2 An employee will immediately report to his or her company officer or on-duty Division Chief any non-vehicular equipment/procedures he or she feels are unsafe. The supervisor will make the final determination as to whether the equipment/procedure can be safely utilized until any necessary changes are made.

26.3 Serious injuries, accidents, or “near misses” shall be investigated by the department’s Safety Officer to determine cause and possible recommendations to prevent future or similar occurrences. Investigations of this nature are to be focused on improving the health and safety of employees to encourage honesty and full-disclosure of events leading up to the injury, accident, or “near miss”.

26.4 The Fire Chief recognizes the Union’s Health and Safety Committee and its mission. The Chairman of the Union Health and Safety Committee may provide, to the Fire Chief or designee, any health or safety concerns the Union may have. Such concerns must be provided in writing.

26.5 The Department’s Health and Safety Committee will conduct meetings at least quarterly and will include the Union’s Health and Safety Committee Chairman. These meetings shall be held on duty, contingent upon operational readiness.

26.6 The Department’s Health and Wellness program shall be mandatory. The Department and the Union shall cooperatively develop standards to ensure better health and wellness of department personnel.

ARTICLE 27
WORKERS' COMPENSATION

27.1 While working each employee who is involved in an on-the-job accident must immediately report any and all injuries to his or her supervisor and seek treatment at the Employee Health Clinic. In the event the Clinic is closed, or when the injury is potentially more serious and requires immediate care, the employee should report to the Marion County Contract Provider or to the nearest medical facilities. In no event shall an employee seek minor treatment during working hours at the emergency room.

27.2 Following any treatment of an injury, the employee will report to the Employee Clinic the same day or next business day, for referral or release to return to work, unless otherwise approved by the Risk and Benefit Services Manager.

27.3 Employees desiring medical care other than what is provided must first obtain authorization from Risk & Benefit Services Department.

27.4 Employees who sustain injuries arising out of and in the course and scope of employment; have reported such injuries in accordance with Article 26, FS 440, and FS 112; and must lose time from work under a physician's instructions, will receive workers' compensation benefits (injury pay) as follows:

A. Administrative wages will be paid for absences during the initial seven (7) calendar days of each injury at 100% of the employee's base rate. These wages are subject to Federal Withholding and FICA tax.

B. After the initial seven (7) days Workers' Compensation wages will be paid at approximately 66 2/3% of the average weekly wage (AWW) at the time of accident, up to the maximum allowed under the Workers' Compensation Law. These wages are not subject to Federal Withholding or FICA tax.

C. Employees whose calculated 66 2/3% of the AWW exceeds the maximum allowed under Workers' Compensation Law will be paid the difference between the calculated wage and the maximum allowed as Gratuitous Workers' Compensation. These wages are subject to Federal Withholding and FICA tax.

D. Employees unable to work due to a work-related injury will be placed on Family Medical Leave in accordance with the Family Medical Leave Act (FMLA), beginning on the date of the first work-related absence.

1. While on FMLA, accrued vacation or sick leave may be used to supplement Workers' Compensation wages up to but not exceeding the employee's take home pay.

2. While on FMLA, vacation, sick, pension, longevity or similar credits will be earned.

E. Controverted cases will be considered as non-work injury absences and will not be eligible for injury pay; unless and until such time that the Florida State Workers' Compensation Division rules that the absence is/was compensable. In the event that a controverted case is ruled to be a compensable absence or the controversy is withdrawn, the payroll records will be corrected to show the Workers' Compensation portion as non-taxable and any sick leave which may have been used will be restored to the employee's account. In such event, the employee will be required to refund any sick leave pay received which is in excess of Workers' Compensation wages, or to charge the excess to annual leave.

F. When Worker's Compensation benefits have been reduced for an injury resulting from employee action (Florida Statutes 440), or where the employee has not followed through on prescribed medical care, or in any way delayed his or her ability to return to work, no supplemental pay beyond the required workers' compensation indemnity portion (66 2/3%) will be paid.

G. Accrued annual and/or sick leave may not be used to supplement Workers' Compensation payments if it causes the employee to receive more than the average of his or her regular take home pay. Workers' Compensation wages are not paid for visits to medical providers while the employee is at work. The employee may use sick leave for these visits.

H. Work restrictions will only be accepted from authorized Workers' Compensation providers including Clinic Medical staff. All work restrictions must originate with the Clinic, or be reported to and documented by the Clinic prior to return to work.

I. Injured workers are entitled to file a grievance over the handling of the Workers' Compensation injuries.

1. Complaints must be in writing and must be addressed to Risk and Benefits Service, Attention Risk Manager, 521 SE 26th Court, Ocala, FL 34471.

2. If unable to be resolved by Risk and Benefits Service, the grievance will be brought before the Grievance Committee, consisting of the Director of Risk Management, Human Resources Director, the contracted Occupational Health physician and where appropriate the Third Party Claim Service.

3. The complaint will be advised in writing of the Grievance Committee's decision.

4. All grievances will be resolved within sixty (60) business days of receipt.

ARTICLE 28
LIVING CONDITIONS

28.1 All county provided, 24-hour fire stations and 24 hour EMS Stations shall include: hot and cold potable running water, showers, refrigerator, heating and air conditioning with operating controls available to personnel, lockers, beds or bunks and linens, desk and chair, filing cabinet, medical supply storage, stove, clothes washer and dryer, working sewage, eye wash stations, and basin sinks, as provided for in State and County regulations.

28.2 In the event an employee believes that any equipment listed in Article 28.1 needs repair, written notice shall be made to the Fire Chief or his/her designee for consultation with the appropriate county department who shall determine if the repair is needed, and if so make arrangements for the repair within a reasonable period of time.

28.3 When repairs to safety items such as heating and air conditioning, water, sewer, electricity as listed in 28.1 are not repaired within 24 hours or reasonable accommodations have not been made, as determined by the Fire Chief (with a cooperative effort with Union Administration), employees assigned to these stations shall be temporarily transferred to a station where facilities are available.

ARTICLE 29
UNIFORMS AND SAFETY EQUIPMENT

29.1 The County will provide all standard and customary uniforms and equipment as provided in the Standard Operating Guidelines for each newly hired employee within thirty (30) days of hire.

29.2 The County will issue bunker gear prior to an employee engaging in fire suppression. Leather Bunker Boots shall be issued to all employees with five years or greater experience with Marion County Fire Rescue.

A. All firefighters with one or more years of service who have not been issued a traditional style helmet shall receive the traditional style helmet.

29.3 Members of the bargaining unit may wear up to two (2) other fire related pins on their uniforms in addition to County issued pins.

29.4 Ill-fitting or worn-out uniforms, or stolen equipment, will be replaced on an as-needed basis, as determined solely by Fire Chief or designee. The County shall repair or replace any unserviceable or lost personal protective equipment that it provides, at no cost to the employee, provided the damage or loss is not contributed to negligence by the employee. Repair or replacement will be determined by the Fire Chief or his/her designee. In the event of damage or loss to any uniforms, equipment, or personal protective equipment that the County provides, that is caused by culpable negligence or carelessness on the part of the employee, the employee shall be subject to administrative action including repayment of such damage or loss to the above items.

29.5 No uniforms or safety equipment will be worn off duty, except when coming from or going to work, or on special occasions such as M.D.A. drives or other times with the approval of the Fire Chief.

29.6 Employees with less than five years shall be allowed to purchase leather bunker boots and have them approved for use by the Department of Health and Safety Officer as long as they meet the current required standards for firefighting as outlined by NFPA and OSHA.

ARTICLE 30
PERSONAL PROPERTY DAMAGE

30.1 The County shall reimburse the employee for damage to his or her own dentures, prescription eyeglasses, hearing aids, or other prosthetic devices when damaged in the line of duty. The personal property listed above that has been confiscated due to contamination by a foreign chemical shall also be reimbursed as listed above.

30.2 Line of duty is defined as responding to bona-fide service calls or when performing duties directly assigned by the Fire Chief or his/her designee.

30.3 Reimbursement of such damages shall be complied with even if the employee has not been injured in an on-the-job incident.

30.4 Employees must notify their immediate supervisor or the supervisor on duty at the time the damage or loss occurs. Failure to report any damage or loss in a timely manner may void any claim for reimbursement.

ARTICLE 31
PHYSICAL FITNESS AND EXAMINATION

31.1 As permitted by law, employees covered by this Agreement will undergo an annual medical evaluation administered by the Employee Health Clinic. These evaluations will be scheduled based upon the workload and availability of the Clinic staff. All employees are also required to undergo a medical examination by a qualified medical doctor once every 3 years as permitted by law (to be paid for by the County). Employees will:

A. cooperate with Clinic personnel in detection and control of chronic disease; and

B. obtain necessary corrective lenses and hearing aids; and

C. maintain a level of health, strength, and fitness which will enable them to safely perform their duties. The Wellness/Fitness Committee has developed a program to address physical fitness and wellness of department members.

31.2 The annual medical evaluation may include the following: cardiovascular stress test, Coronary Artery Calcium Score also known as a “calcium score”; review of information presented regarding injuries, illness, hospitalization, medications, and general health; blood pressure and pulse; vision, hearing, and health habits review; height, weight, percent body fat; electrocardiogram; urinalysis and substance abuse screening; spirometry; tuberculosis screening; hepatitis screening; and any other necessary procedures as approved for use by the County Medical Director.

31.3 The County will implement on a biennial basis the evaluation of the following: ultrasound scans of the carotid arteries, aorta, liver, pancreas, gall bladder, kidneys, spleen, ovaries, uterus, testicles, prostate, bladder, and thyroid; a comprehensive metabolic panel, complete blood count, lipid panel with glucose, thyroid function panel, cardio C-reactive protein, prostate specific antigen, blood-based cancer markers, and urinalysis for employees covered by this agreement.

A. If an employee is diagnosed with cancer, the County will adhere to Florida State Statute 112.1816

31.4 Immunization for Hepatitis A, Hepatitis B, and any other immunizations or inoculations as mandated by a legislative body, will be scheduled and administered by the Clinic staff.

A. If an employee is diagnosed with any form of hepatitis, the County will adhere to Florida State Statute 112.181. If an employee declines an immunization for Hepatitis A they will not be offered Workers’ Compensation if they contract Hepatitis A while on duty.

ARTICLE 32
PAST PRACTICES

32.1 *Past Practices* are those terms or conditions of employment which are:

a. unequivocal; and

b. known and accepted by the Fire Chief, the Union and employees; and

c. in existence substantially unvaried for a substantial period of time; and

d. reasonably expected by employees to continue.

32.2 The County will not alter past practices in an arbitrary or capricious manner.

ARTICLE 33
DISCIPLINE

33.1 The Fire Department will impose, for proper cause, disciplinary sanctions up to and including discharge for any conduct or performance it considers to be below the standard expected of employees. Every effort should be made to initiate and complete disciplinary actions within thirty days of first notice of infraction to management.

33.2 Employees are required to comply with all standards and directives of supervision and management. In the event an employee wishes to dispute a directive, he shall comply first and grieve later.

33.3 Any disciplinary action or discharge may be subject to the Grievance and Arbitration Procedures contained in the Grievance Article, except where provided otherwise elsewhere in this Agreement.

33.4 The County agrees to follow F S Chapter 112, Firefighter Bill or Rights.

33.5 Florida Statute as stated above is applicable and applies to any employee covered under this agreement.

ARTICLE 34
SUBSTANCE ABUSE

34.1 All employees are prohibited from manufacturing, distributing, dispensing, possessing, using, or having present in their systems any illegal, unauthorized or mind altering substance, or having present in their systems intoxicating substances which result in a blood alcohol level of .02 or higher while on County property (including parking areas and grounds), or while otherwise performing County duties away from the County. Included within this prohibition are lawful controlled substances, (e.g. prescription drugs) which have been illegally or improperly obtained. Employees are also prohibited from having any such illegal or unauthorized controlled substances or drugs in their systems while at work, and from having prescription drugs or otherwise lawful controlled substances in their systems without requesting from management approval to work where such substances could affect their ability to perform their jobs. (See Section 34.11).

For purposes of this Article, controlled substances are defined as alcohol, drugs, narcotics, synthetic narcotics, designer drugs or mind-altering substances which are controlled by State or Federal law. Controlled substances include, but are not limited to: alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors; marijuana; THC; hashish; LSD; mescaline; amphetamines; barbiturates; benzodiazepines; librium; valium; hallucinates; methadone; methaqualone; quaaludes; opiates; codeine; hydrocodone; heroin; morphine; hydromorphone; cocaine; cannabinoids; darvon; steroids; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

34.2 Conviction by a court of competent jurisdiction of off-the-job manufacturing, distributing, dispensing or possessing illegal or unauthorized controlled substances will result in termination. Off-the-job use of illegal drugs or other controlled substances which result in the presence of such substances in one's system at work is prohibited. Off-the-job use of alcohol which results in a blood alcohol level of .02 or higher at work is also prohibited.

34.3 Screening for substance abuse will be done through urine drug screens and/or breath alcohol testing. These tests will be done in the following circumstances:

A. Pre-employment: Substance screening by urinalysis, blood test, or other approved methodology is required for all applicants, either separately or as part of a pre- employment physical examination. Applicants who have been conditionally hired subject to passing physical examinations are required to sign a consent/release form before submitting to screening. Such conditional hires will be disqualified for hire if they refuse to execute a required consent/release form, refuse to submit to a test, or test positive.

B. Post-accident: when employee caused or contributed to motor vehicle or workplace accident, or if the cause is unknown.

C. Annual physical exam: See Article 31.2.

D. Random selection: these tests will be conducted just before, during or just after performing safety sensitive functions. Urine drug screens will be done on up to 25% (twenty five percent) of total number of employees each year. Names for testing will be obtained by a valid scientific random method.

E. Current Employees: Current employees may be required to submit to substance screening whenever County supervision has a reasonable suspicion that they may have violated any provisions of this Article. Reasonable Suspicion: Reasonable suspicion is based on a belief that an employee is using or has used drugs and/or alcohol in violation of this policy. The belief is drawn from specific objective and articulated facts, and reasonable inferences drawn from those facts in light of experience. Approval for such testing may be authorized by the County Administrator, Assistant County Administrator, or Human Resources Director or his or her designee. If testing is conducted based on reasonable suspicion, the Assistant County Administrator or Department Director or their designee will immediately document the circumstances which formed the basis of determination that reasonable suspicion existed to warrant the testing. The Assistant County Administrator or Department Director will notify the approving authority of the documented circumstances. Upon determination by the approving authority that reasonable suspicion testing is warranted, the approving authority will notify the Employee Health Clinic. Among other things, such facts and inferences in determining reasonable suspicion may be based upon:

1. Observable documented phenomena while at work, such as observation of drug or alcohol use or of physical symptoms or manifestations of being under the influence of a drug or alcohol.

2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of drug or alcohol use provided by a reliable and credible source.

4. Evidence that an individual has tampered with any drug or alcohol test during his or her employment with the County.

5. Information that an employee has caused or contributed to a motor vehicle or workplace accident while on duty.

6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on County premises, or while operating County vehicles, machinery, or equipment.

7. Reports that an employee has been arrested for use (including driving under the influence), possession, selling, solicitation, or transferring illicit drugs while on or off duty.

8. Any other substantiated reason to suspect an employee has violated any of the provisions of this Article.

34.4 Violation of this Article or any of its provisions may result in discipline which may include discharge.

34.5 The County reserves the right to investigate potential violations of this Article and require personnel to undergo substance screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the County and County grounds, including, but not limited to, work areas, lockers, County property, and County vehicles. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, refusing to submit to screening or for failing to execute consent forms when required by supervision. Searches and investigations of personal (non-County) belongings, personal vehicles or other personal items will be conducted by the appropriate law enforcement agency having jurisdiction.

34.6 All current employees who test positive in a confirmed substance test will be subject to discipline which may include discharge. Employees who are not immediately terminated for testing positive or for some other violation of this Article may be placed on probation and required to execute an agreement acknowledging:

A. that they tested positive or otherwise violated the Article; and

B. that in exchange for the County not terminating them for this instance of testing positive or otherwise violating the Article, they agree:

1. to undergo rehabilitation, counseling, or other activities prescribed by the County's coordinating physician in conjunction with management; and

2. to undergo periodic unannounced screening for a set period and,

3. to be subject to termination for any future violation of this Article.

34.7 All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise derived from the drug testing program are confidential communications to be distributed only to those persons with a need to know following F.S. 401.265; 401.411; and 401.414.

34.8 Employees who voluntarily come forward before being suspected, confronted, tested, or involved in a drug-related incident may be provided rehabilitative opportunities, leave, or an opportunity to resign as determined by management in consultation with a County coordinating physician. Employees who wish to seek help may contact the Human Resources Director who serves as the Employee Assistance Program Coordinator. The employee seeking voluntary treatment will be subject to the same rules as the employee who tests positive or who has a blood alcohol level of .02 or higher.

34.9 Employees who test positive, who admit to drug or alcohol use or to related misconduct, or who voluntarily seek assistance and are not terminated, will not be returned to work or continue working until they have been evaluated by a County coordinating physician in conjunction with management to determine if they can safely return to work.

34.10 Urinalysis, blood tests and other appropriate test procedures may be utilized to enforce the requirements of this policy. All urinalysis drug non negative screening test results will require confirmation testing by an alternate methodology such as gas chromatography/mass spectrometry using the same specimen or a new collected specimen provided at collection site. Written chain of custody documents and container labeling will be used to ensure that the specimen received is accurately tested and reported. Steps will be taken to control information on test results. The Human Resources Director or designee will coordinate all testing requests (urine, blood, breath).

34.11 The proper use of medication prescribed by employee's physician is not prohibited. However, the County prohibits the misuse of prescribed medication. Employees using drugs at the direction of a physician are required to notify the Employee Clinic of medications that may cause drowsiness or impair ability to safely perform job functions. Clearance to return to duty will be done by the clinic utilizing private providers' recommendations and the County's Medical Directors directions.

34.12 County-sponsored educational programs may be scheduled periodically regarding the dangers associated with drug and alcohol abuse.

34.13 This Article does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

ARTICLE 35
NON-SMOKING

35.1 The Surgeon General of the United States has determined that smoking tobacco, particularly cigarettes, and the use of vaping devices contributes to the development of a number of heart and lung diseases.

35.2 The State of Florida has enacted a presumption which treats certain conditions of firefighters, such as heart disease, hardening of the arteries, and hypertension as work related, and has passed legislation which requires all newly hired employees in Fire Services to be non-smokers for a period of one (1) year prior to the date of hire.

35.3 Due to the documented effects of vaping devices, cigarette smoking and the special hazards and exposures associated with the occupation of firefighting, upon the effective date of this Agreement, the County shall hire only non-smokers in positions represented by this collective bargaining agreement.

35.4 Employees who smoke are subject to discipline up to and including discharge.

ARTICLE 36
DUAL CERTIFICATION

36.1 Dual-certified is defined as:

A. possessing a Certificate of Compliance from Florida State Bureau of Fire Standards as required by Florida Law; and

B. possessing a Florida license as an Emergency Medical Technician or Paramedic.

ARTICLE 37
GRIEVANCE PROCEDURE

37.1 A Grievance shall be defined for the purpose of this Agreement, as any difference, dispute or complaint between an employee and Marion County regarding the interpretation or application of the terms of this Agreement.

37.2 The County and the Union agree that it is beneficial to encourage informal discussion between employees and the Fire Department concerning employment problems of employees covered by this Agreement. Such discussions should be held with a view towards reaching an understanding which will bring about resolution in a satisfactory manner without need for recourse under the formal grievance procedure.

37.3 Definition. The term grievance as used in this Agreement means a formal, written complaint by the Union President or designee, an employee, or group of employees (with respect to a common issue) covered by this Agreement alleging non-compliance with a specific provision of this Agreement (including discharge). Any matter not covered by the Agreement is not subject to the Grievance Procedure.

37.4 Procedure. A grievance arising under the terms of this Agreement is handled as follows:

1. Step One: Written statement to the Battalion Chief. An employee wishing to apply for resolution through the grievance process shall submit his or her grievance on the Marion County Union Employee's Grievance Form containing the basic factual information, the specific provision of this Agreement allegedly violated and remedy desired. The grievance should be submitted to the Grievant's Battalion Chief within ten (10) business days of the occurrence of the event giving rise to the alleged grievance or the Union will provide in writing any public records request to the Fire Chief or designee and to the Human Resources Director within ten (10) business days of the occurrence of the event giving rise to the alleged grievance. In the event of a public records request, should the Union wish to file a formal grievance it must be filed within ten (10) business days from the receipt of the response to the public records request. An employee may, at his or her discretion, be represented by the Union at each step of the Grievance Process. The Battalion Chief shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days.

2. Step Two: Written Appeal to the Division Chief: If the Battalion Chief in step one has not satisfactorily resolved the complaint, the employee may petition and request a conference with the Grievance Division Chief within five (5) business days of the Battalion Chief in step one's response, presenting the grievance form. Within ten (10) business days of receipt, the Division Chief may conduct and inquiry of meeting and shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days of the inquiry or meeting.

3. Step Three: Written Appeal to the Deputy Chief: If the Division Chief has not satisfactorily resolved the complaint, the employee and the Union may together petition and request a conference with the Grievant's Deputy Chief

within five (5) business days of the Division Chief's response, presenting the grievance form. Within ten (10) business days of receipt, the Deputy Chief may conduct and inquiry of meeting and shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days of the inquiry or meeting.

4. Step Four: Written Petition to the Fire Chief. If the Grievant's Deputy Chief has not satisfactorily resolved the complaint, the employee and the Union may together petition and request a conference with the Fire Chief within five (5) business days of the Deputy Chief's response, presenting the grievance form. Within ten (10) business days of receipt, the Fire Chief may conduct an inquiry or meeting and shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days of the inquiry or meeting.

5. Step Five: Written Appeal to the County Administrator. If the Fire Chief has not satisfactorily resolved the complaint, the employee and the Union may together petition and request a conference with the County Administrator within five (5) business days of the Fire Chief response. The County Administrator shall provide a written decision on the grievance and return the grievance form to the employee and notify the Union of the decision within fifteen (15) business days of receipt of the appeal.

6. Step Six: Written Appeal for Mediation. The employee and the Union may together appeal the decision of the County Administrator and may request a Grievance Mediation with the Federal Mediation and Conciliation Services (FMCS), Florida Region. The appeal must be made within five (5) business days of the response of the County Administrator. The FMCS shall provide a mediator that guides the parties to a mutually acceptable settlement of the grievance. If the parties cannot settle the matter, they may proceed to the next step. A written decision will be provided on the grievance form and return the grievance form to the employee and notify the Union of the decision within fifteen (15) business days of receipt of the appeal.

6. An employee may bypass any step in the grievance procedure below the level at which the grievance arose (e.g., where the grievance arises as a result of action taken by the Battalion Chief, an employee may bypass Step One, Battalion Chief, and proceed directly to Step Two, Division Chief, but under the time limits specified at Step One, and so on…)

7. Any grievance not resolved in the grievance procedure, after being fully processed may be referred to final and binding arbitration in the manner provided herein.

37.5 Requests for Arbitration.

1. If a grievance has not been satisfactorily resolved under 37.4, the Union may submit a written request for arbitration within ten (10) business days of the response in 37.4.3. The written request for arbitration will set forth the issue(s) in dispute, the specific provisions(s) of the Agreement allegedly violated, and the remedy desired. The County will present its response in writing, stating the County's position in the matter within ten (10) business days of receipt of the written request for arbitration.

2. If the County and Union fail to agree upon and select an impartial umpire within five (5) business days after the issue(s) for arbitration is (are) formed, either party may request, concurrently notifying the other party in writing, formal arbitration and ask the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Either party may reject one entire panel before striking a member of a panel. A toss of a coin will determine which party will strike first from any panel not rejected in its entirety. The final remaining member of the panel shall be the arbitrator. The arbitrator will be notified of his selection by the aggrieved party requesting he or she set the time and place, subject to the availability of the Fire Department and Union representatives. All arbitration hearings will be in Ocala, Florida.

3. The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Nor may an arbitrator resolve ambiguities adversely to the County, or infer obligations binding on either party. The only binding obligations on either party are those set forth in the Four Corners of this Agreement. He or she shall only consider and make a decision with respect to the specific issue(s) submitted and shall have no authority to make a decision on any other issue(s) not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he or she shall fashion an appropriate remedy. The arbitrator cannot make a decision contrary to, or inconsistent with, federal or Florida laws. The arbitrator shall submit in writing his or her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision is final and binding; except that either party may seek judicial relief if it believes the arbitrator exceeded the authority granted him under this Agreement. The decision will be based solely upon his or her interpretation of the meaning and application of the express terms of the agreement to the facts of the grievance presented.
   The arbiter or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of this collective bargaining agreement. The arbitrator’s decision will be final and binding.

4. The fees and expenses of the arbitrator will be paid by the losing party. The cost of the written transcript, if requested by both parties, will be shared by both parties. If requested by one party, that party shall pay for the transcript. Each party is responsible for compensating its own representatives and

witnesses. In the event the union does not request arbitration, but the employee grievant does so request, the employee must deposit sufficient monies to cover the arbitrator's fees and expenses into the Registry of the Marion County Clerk's office before any arbitration may occur over such a grievance.

37.6 Time Limits for Filing. No grievance will be entertained or processed unless it is submitted within the time frame as stated above and the form is filled out correctly. If a grievance is not appealed to the next step within the specific time limit set forth above, it is considered settled on the basis of the Department's last answer. If a member of management does not answer a grievance or appeal thereof within the specified time limits, the employee and the Union may treat the grievance as denied at that step and appeal the grievance to the next step.

37.7 The Grievance and arbitration procedures remain in effect should the contract expire, so long as the parties are negotiating.

37.8 Any dispute as to whether rules and regulations conflict with this Agreement shall be subject to the grievance procedure of this Agreement, provided a grievance is filed within ten (10) business days of the posting of said rule. If no such grievance is filed, or the grievance is settled or denied by an arbitrator, the issue as to whether the rule or regulation is in conflict with the Agreement is foreclosed in any subsequent case involving the same rule.

Marion County Union Employee Grievance Form

Rank & File

Hand Delivered to: _____ Date: _____

By Grievant: _____ Date: _____

Received By: _____ Date: _____

STEP ONE

Written Statement to Battalion Chief

Employee Name: _____ Date: _____

Subject or specific provision/article of Agreement allegedly violated and remedy desired:

_____
_____
_____
_____

Employee Signature: _____ Date: _____

Reply from Chief:

_____
_____
_____
_____

Chief Signature: _____ Date: _____

STEP TWO
Written Petition to Division Chief:

To _____, Division Chief:

I hereby submit a formal grievance in accordance with the provisions of Article 37 of the current collective bargaining agreement. I discussed this grievance with Chief _____ _____ on _____and am not satisfied with the response for the following reasons:

_____.
_____
_____
_____

Employee Signature: _____ Date:_____

If this grievance applies to a number of employees, all must sign below:

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

Division Chief Decision/Comments:

This grievance was received by the undersigned on _____. Having met with the employee on _____, I have made the following determination:

_____
_____
_____
_____
_____
_____

Division Chief Signature: _____Date:_____

STEP THREE

Written Petition to Deputy Chief

To _____, Deputy Chief

I hereby submit a formal grievance in accordance with provisions of Article 37 of the current Collective Bargaining Agreement. I discussed this grievance with Division Chief

_____ on _____ (date) and am not satisfied with the response for the following reason(s):

_____
_____
_____
_____

Employee Signature: _____ Date: _____

If this grievance applies to a number of employees, all must sign below:

_____ _____
_____ _____
_____ _____
_____ _____

_____ _____

Deputy Chief Decision/Comments:

This grievance was received by the undersigned on _____. Having met with the employee on _____, I have made the following determination:

_____
_____
_____
_____

Deputy Chief Signature: _____ Date: _____

STEP FOUR

Written Petition to Fire Chief

To _____, Fire Chief

I hereby submit a formal grievance in accordance with provisions of Article 37 of the current Collective Bargaining Agreement. I discussed this grievance with Deputy Chief

_____ on _____ (date) and am not satisfied with the response for the following reason(s):

_____
_____
_____
_____

Employee Signature: _____ Date: _____

If this grievance applies to a number of employees, all must sign below:

_____ _____
_____ _____
_____ _____
_____ _____

_____ _____

Fire Chief Decision/Comments:

This grievance was received by the undersigned on _____. Having met with the employee on _____, I have made the following determination:

_____
_____
_____
_____

Fire Chief Signature: _____ Date: _____

STEP FIVE

Written Appeal to the County Administrator

Employee Name: _____ Date: _____

In accordance with the grievance provisions of Article 37, I am submitting a written appeal. I discussed this grievance with Fire Chief on _____ (date) and am not satisfied with the response for the following reason(s):

_____
_____
_____
_____
_____
_____
_____
_____

Employee Signature: _____ Date: _____

County Administrator Decision/Comments:

This grievance was received by the undersigned on _____. I have made the following determination:

_____
_____
_____
_____
_____
_____
_____

County Administrator Signature: _____ Date:_____

ARTICLE 38
OUTSIDE EMPLOYMENT

38.1 The County supports the 24/72 work schedule as a foundation for employee health, wellness, and sustained operational readiness. Employees may engage in outside employment during off-duty hours; however, County employment shall remain the employee's primary employment. Outside employment shall be structured in a manner that supports adequate rest, recovery, and the employee's ability to perform their duties safely and effectively.

38.2 Employees shall submit written notification prior to beginning any outside employment or operating a personal business. The notification shall include the name and address of the outside employer, the nature of the work and job duties, and the expected work schedule, including approximate hours per day and week. Notification shall be submitted through the chain of command to the Fire Chief or his/her designee for review. Any material change in outside employment, including employer, duties, or schedule, shall require updated notification and approval. Approval shall be based on the employee's ability to maintain appropriate rest cycles, fitness for duty, and overall readiness.

38.3 Outside employment shall be conducted in a manner that does not interfere with the employee's performance, readiness, or efficiency, nor result in fatigue that impacts safe job performance. Employees shall ensure that outside employment allows for sufficient rest and recovery consistent with the intent of the 24/72 schedule. Outside employment shall not result in tardiness, early departure, or absenteeism, and shall not conflict with the mission, policies, or interests of the County. Such employment shall not occur during scheduled County working hours.

38.4 Employees must remain available for recall during emergencies or disasters as determined by the County and are responsible for making arrangements with outside employers to allow for such recall. County equipment, vehicles, uniforms, insignia, or other property shall not be used in connection with outside employment, and employees shall not use their County position or affiliation for personal gain or to benefit outside employment.

38.5 Outside employment shall not create an actual or perceived conflict of interest with County service. The Fire Chief or his/her designee shall determine whether a conflict exists based on operational, ethical, or legal considerations.

38.6 Employees engaged in outside employment are expected to report for duty fit for work, well-rested, and capable of performing all assigned responsibilities. If outside employment is determined to adversely affect an employee's fitness for duty or job performance, the employee may be required to modify or discontinue such employment.

38.7 Failure to comply with the provisions of this Article may result in revocation of approval for outside employment and/or disciplinary action in accordance with Article 33.

38.6 Unpaid leave shall not be granted for the purpose of obtaining or performing outside employment.

ARTICLE 39
PERSONNEL FILES

39.1 In order to give an employee notice and opportunity to be informed and for possible refutation, the Fire Chief or designee shall provide the employee with a copy of any derogatory material or letters of commendation which are placed in the employee's personnel file.

39.2 The employee shall have the right to include in his or her personnel file, located at the Marion County Human Resources Department, a written and signed refutation, including, if any, signed witness statements of any material the employee considers derogatory.

39.3 When personnel records are examined or released outside the control of the County or its agents, written notification will be sent to the employee via e-mail advising him or her of the examination, the date that the information was released and name, if given. Information will be released in accordance with Florida Statutes 119.07.(I)1.

ARTICLE 40
UNION BUSINESS

40.1 Each employee shall donate four (4) hours of vacation leave to the Union time pool. This shall be deducted on October 1 of each year. The number of employees shall determine the amount of time pool hours allowed for the year. Any unused union time pool hours will roll over into next year.

40.2 Employees designated by the Union president will be granted time off with pay for the purpose of handling Union business, not to exceed a combined total of the donated hours per year. Designated employees may also use accrued vacation leave for the same purposes, upon request, when granted by the Fire Chief or designee as per Article 19. These Union time requests will be counted as hours worked.

40.3 Time and one half shall be deducted from the union donation pool for employees who receive overtime during the pay period an employee was off-duty performing approved union business.

40.4 The Union President or designee shall be responsible for notifying the Fire Chief or designee in writing no later than forty-eight (48) hours before any such time off is desired.

40.5 Union business, including making photocopies, phone calls, or business meetings will not be conducted during working hours.

40.6 Union business may be transmitted over county e-mail by a principle officer only to County management

ARTICLE 41
BULLETIN BOARDS

41.1 The Union shall have a bulletin board in all stations with career firefighters, along with one board at the Headquarters Building.

41.2 The board shall be 3' x 4' and will be provided at Union expense.

41.3 All official Union business will be initiated by the Union president or vice president, and a copy will be sent to the Fire Chief seventy-two (72) hours prior to posting.

41.4 The Board shall be limited to Union notices and bargaining unit members' use.

41.5 Each party to this Agreement holds the other harmless from all liability, expenses, and attorney fees which may arise as a result of any posting made by the other party on the bulletin boards.

ARTICLE 42
DUES CHECK OFF

42.1 An employee may authorize a payroll deduction for the purpose of paying membership dues. Each employee shall show evidence of his or her intent to do so by signing an individual authorization card and forwarding a payroll deduction form to payroll.

42.2 The Union will initially notify the County as to the amount of such membership dues. Such notification will be to the County Administrator over the signature of a representative of the Union's executive board. Any changes in Union membership dues will be similarly certified to the County Administrator and shall be done thirty (30) days in advance of the effective date of such change.

42.3 Dues shall be deducted bi-weekly. The dues shall be remitted as soon as possible to the Union, Local 3169, to a prescribed location, each bi-weekly pay period.

42.4 Any overcharge or deduction error caused by incorrect information being provided to the County by the Union shall be corrected between the Union and the employee.

42.5 The Union shall hold the County harmless for all claims made against the County on account of deductions made pursuant to this Article.

ARTICLE 43
USE OF THE COUNTY VEHICLES AND PROPERTY

43.1 The use of County-owned vehicles, equipment, and property for private or personal business is strictly prohibited.

43.2 Employees covered by this Agreement shall operate County vehicles and equipment within the limits of the law and shall follow all safety regulations. Operators may be held responsible for fines and for damages when found at fault for other than an equipment violation by a civil or criminal court having competent jurisdiction.

43.3 Use of county telephones*:*

A. Telecommunications:

1. County telephones, cellular phones, and related equipment are to be primarily used for the performance of County business. Captains and Division Chiefs are responsible for the proper care, security and usage of telephones, and related equipment assigned to their areas.

2. The printed record of a telephone call, generated and distributed from a communications provider, is public record, and as such is subject to the standards applied to public records, as other County documents.

3. Employees who lose their assigned cellular phone or pager and it is determined to be lost due to an act of willful and deliberate negligence will reimburse the County for the replacement cost of the cellular phone or pager.

B. Internet Use:

1. County employees may be approved for access to the Internet at the office based upon the position of responsibilities when such use promotes the effectiveness of office operations for the benefit of County personnel and the public.

2. Access to the Internet may be granted for the following reasons: 1) support of office operations; 2) research relating to job position responsibilities; 3) information searches or special office projects; and, 4) development and testing of the County's web site.

3. In all cases, the access to the Internet shall be limited to County-related work and no site can be utilized for the personal benefit of any employee.

4. Use of personal laptop is allowed as long as county equipment is not disabled and offensive and inappropriate sites are not in view of others.

43.4 Employees are encouraged to respect the confidentiality of each employee's work station or county provided equipment, vehicles or supplies. However, employees do not have an expectation of privacy concerning the use of such county equipment. This means that the County reserves the right to search or inspect, without cause or notice, all county equipment, supplies, lockers or vehicles as may be necessary.

43.5 For health and safety reasons, the County prohibits tobacco use by employees or citizens in all County facilities, offices and vehicles.

43.6 Negligence or violation of this Article may result in disciplinary action in accordance with Article 33, Discipline.

43.7 Intentional damage or violations of this article may result in the employee being charged for replacement of damaged equipment or property and may include discipline up to and including termination.

ARTICLE 44
SEPARATIONS

44.1 To resign in good standing, an employee must give written notice to the Fire Chief or his/her designee no less than fourteen (14) calendar days before the effective date of resignation. Employees who terminate in good standing and have been continuously employed by the County for twelve (12) or more months shall be paid for unused annual leave at their regular rate in accordance with Article 19 – Annual Leave

44.2 All clothing items, protective gear, keys, equipment, and any other items provided to employees are the property of the County. Upon separation, all items, which have not been reported damaged or lost to the Department in accordance with the Standard Operating Guidelines, shall be returned following the employee's last day of work, and before the final paycheck is issued. The cost of items not returned will be deducted from the employee's final paycheck.

44.3 Following ratification of this agreement, an itemized list of all County provided equipment will be provided to each employee, stating what that employee has been issued. It is the responsibility of the Department to provide an accurate and updated list each year. It is the responsibility of the employee to notify the Department of any lost and/or damaged equipment. The itemized list will be provided to the employee upon request.

44.4 The official separation date shall be the last day of active employment and shall not be extended, except in circumstances approved by the Fire Chief or his/her designee, due to use of accrued sick or annual leave. Any employee who requests paid sick leave after tendering a resignation must provide a physician's notice within four (4) business days following the absence. If the absence is less than four (4) business days from separation, a notice shall be submitted by 12 pm on the pay period end date prior to final check issuance in order to receive payment. Requests for paid annual leave unless previously scheduled and approved before the employee tenders their resignation, will be denied.

44.5 Separating employees who have received tuition reimbursement in accordance with Article 16.6.2 and 16.7.2a – Educational Benefits must comply with the limitations contained therein.

ARTICLE 45
NOTICES

45.1 Upon execution of this Agreement, the Union agrees to furnish the County with an up-to-date list of all its officers, agents and representatives, their titles, business addresses and telephone numbers, and to immediately notify the County Administration and Human Resources Director of any changes thereto.

45.2 All employees covered by this Agreement shall notify the Training Division with a copy provided to Human Resources immediately in writing of any change in the following:

A. employee name, address, or telephone number; or

B. marital status; or

C. exemption claims for withholding tax; or

D. name of immediate family and next of kin; or

E. Driver's license number and class; or

F. EMS certification status; or

G. conviction of, entering a plea of no contest, having prosecution Deferred, adjudication withheld for any crime except minor traffic violations or having any criminal charge pending; or

H. other information as required by Board policy rules and regulations.

45.3 The County shall be deemed to have furnished adequately to the Union any notices to it required by this Agreement, if served by mail upon the president of the Union designated pursuant to Notices 45.1.

ARTICLE 46
AGREEMENT DISTRIBUTION

46.1 The county shall maintain a copy of the current ratified contract on the Marion County Fire Rescue website and provide one electronic editable copy to the Union.

ARTICLE 47
AMENDMENTS TO AGREEMENT

47.1 This Agreement may be amended only by the mutual, written consent of the County and the Union. Such amendments shall be numbered, dated, and signed by authorized representatives of the County and the Union, and shall constitute a legal and binding part of this Agreement.

ARTICLE 48
MILITARY LEAVE

48.1 The County recognizes the sacrifices and contributions that military veterans have made throughout history in the service of our nation and our state. Employees who are members of the United States Armed Forces, Armed Forces Reserve, including the Florida National Guard, shall be entitled to administrative leave with or without pay during periods of military training or active duty. Such leave with or without pay shall adhere to the Federal Statutes, the Florida Administrative Code and Florida Statutes (F.S. Title X, Chapter 115). Consult Human Resources for further information.

ARTICLE 49
GENERAL EMPLOYMENT

49.1 Marion County encourages the recruitment of applicants by current employees. However, to prevent potential conflicts of interest, family members of employees shall not be employed in the following circumstances:

A. Family members shall not directly supervise another family member.

49.2 For the purposes of this paragraph, a family member is identified as an employee's immediate family that includes the employee's spouse, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister or a person living in the home that the Court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home.

ARTICLE 50
EMPLOYEE ASSISTANCE PROGRAM

50.1 The County recognizes that employees may sometimes need support and treatment for psychological or emotional problems. Where feasible, the County will work in cooperation with area physicians and treatment programs to ensure that employees requesting treatment for psychological and emotional problems are given prompt attention.

50.2 The Employee Health Clinic currently refers employees to our contract providers. The Employee Health Clinic will inform the employee of those providers when care is requested or needed. An employee voluntarily coming to the clinic may be referred to one of these treatment facilities or the employee may opt to see their private therapist. Any work restrictions resulting from the treatment must be received in writing and turned into the Employee Health Clinic.

Voluntary EAP

A. The Employee Health Clinic may determine which type of EAP is being required, volunteer or mandatory. Additionally, the clinic will evaluate the employee to determine the reason for the referral: psychological, emotional or substance abuse problems. An employee coming to the clinic requesting assistance for alcohol or substance abuse will be placed under voluntary EAP, provided the county has no prior knowledge of the employee violating the County's substance abuse policy. Should the county have prior knowledge of an employee's violation of the County's substance abuse policy, then the employee may face administrative action against them, up to and including, termination of their employment.

B. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program will not be allowed to continue to work in any special-risk or mandatory testing position of the county, but may be assigned to a position other than the mandatory testing position or placed on leave while the employee is participating in the program. However, the employee will be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

C. If an employee expresses the possibility of suicidal or homicidal thoughts, the Marion County Sheriff's Department or the Ocala Police Department maybe asked to send an officer to the clinic to interview the employee. The purpose of the interview is to determine if the employee meets law enforcement's criteria to exercise their authority under the Baker Act.

D. Employees requesting voluntary referral to EAP counseling for a personal issue not related to substance abuse may have an appointment made to the treating facility by a member of the clinic staff. No further follow up will be necessary unless the employee desires the clinic staff to monitor their progress or there is a change in their duty status from the treating therapist.

E. Employees that participate in a voluntary EAP program are responsible for all medical and other associated costs of treatment where applicable.

Mandatory EAP

A. The Fire Chief or his/her Designee may request that an employee be mandated to an EAP program. The referral will be directed to Human Resources for approval by the Human Resources Director or his or her designee. Mandated EAP referrals may be approved when there is documentation of decreased work production, increased sick leave use or when an employee's behavior, actions or words create a concern for the employee's health or for the safe operation of the workforce.

B. Mandatory application of the EAP program shall be conducted as follows:

1. The Fire Chief or his/her designee provides the Human Resources Director or the Employee Health Clinic the needed documentation to support the referral to a mandated EAP program.

2. The Human Resources Director will confer with the Employee Health Clinic regarding the employee's referral for mandated employee assistance and the reasons for the referral.

3. If the decision is made to mandate the employee to the EAP program, the employee will be informed of the reasons for the referral and directed to the clinic by their supervisor or the Human Resources Director.

4. The Employee Health Clinc will evaluate the employee to ensure he is not an immediate threat to themselves or others. If the employee is not a threat to self or others, the Clinic will evaluate the condition of the employee and determine the urgency of the referral.

5. Employees will be required to sign a release of information form that will allow the clinic staff to receive progress reports and duty status documentation from the treating facility. This form acknowledges the employee understands that the clinic staff will report any noncompliance issues to the Human Resources Director and/or the Department Director.

6. Employees who refuse to sign the release of information form will be deemed the same as a refusal to participate in the EAP program. Employees who refuse to be mandated into an EAP program or employees who fail to attend all therapy sessions or comply with the medical instructions of the attending therapist shall be subject to administrative action against them, up to and including, termination of employment.

7. A member of the clinic staff may call for an appointment with the treating facility and inform the employee of the date, time, location and therapist to be seen.

8. The employee will sign a check list certifying receipt of the mandated EAP procedure, a completion of release of information form, and a signed agreement for disclosure of noncompliance issues to the Human Resources Director and/or the Fire Chief or his/her designee .

9. The employee will be instructed that all medical notes and work duty status notes are to be brought to the clinic or human resources as soon as feasible.

Voluntary EAP Substance Abuse Procedures:

A. Employees voluntarily requesting referral for substance abuse problems are required to sign a Release of Medical Information and consent form authorizing abuse substance screening by unannounced drug screening and/or breath alcohol test for the time period of (2) two years from date of referral. The follow-up testing time frame is done according to the recommendations of the Employee Health Clinic or Mental Health Provider

B. Employees that perform driving or hazardous duties as part of the essential functions of their jobs are required to provide the clinic a duty status report from their counselor before they are able to perform those job duties. The clinic personnel will provide the employee with a copy of the Work Duty Status Form for their supervisor's attention.

C. Any employee volunteering for treatment of a substance abuse problem must complete their therapy regime or be subject to administrative action against them, up to and including termination of their employment.

D. Any employee volunteering for treatment of a substance abuse problem must sign an agreement stating the employee agrees to complete the full course of therapy regime and an acknowledgment the clinic will inform the Human Resources Director in the event of a positive substance abuse screening test and/or failure to complete his or her therapy regime. Failure to sign this form will be considered a refusal for treatment. A refusal for treatment shall subject the employee to administrative action against them, up to and including termination of their employment.

E. Any employee volunteering for treatment of a substance abuse problem shall be subject to administrative action against them, up to and including termination of their employment, if any of their unannounced substance abuse screening tests are positive.

F. The Employee Health Clinic may make the initial appointment with the

treatment facility and provide the appointment date, time and location to the employee.

G. The Voluntary Referral for Substance Abuse check-off list will be signed by the Employee Health Clinic and the employee and placed in an EAP folder along with the Release of Information form, permission slip for unannounced substance abuse screening and the agreement for completion of therapy and/or subsequent employer notification.

ARTICLE 51
INVESTIGATIONS

51.1 The County Administrator or the Fire Chief or his/her Designee may investigate, or cause to be investigated, a violation of any Board or County policy and this contract or any other case or instance that may disrupt the effective or efficient management of the County or any case or instance that may impinge or damage the County's reputation. Investigations concerning severe violations shall be conducted by the Human Resources Director or his or her designee, unless otherwise directed by the County Administrator. Employees may be placed on administrative leave with pay (pending an investigation) by the County Administrator or designee when such action is in the best interests of the County.

51.2 Employees who are questioned during an authorized investigation must truthfully participate.

51.3 All investigations shall adhere to FS Chapter 112, Firefighter Bill of Rights.

51.4 Florida Statute as stated above is applicable and applies to any employee covered under this agreement.

ARTICLE 52
LONG TERM DISABILITY

52.1 Marion County provides all full-time, regular employees long term disability insurance. This insurance is for employees who, due to a personal injury or illness, become unable to perform the essential functions of their job and the disability is expected to last more than four months. The following information is for general understanding about this benefit only. Risk & Benefit Services policies shall govern should there be any conflicts between this information and Risk & Benefit Services policies.

General Administration:

A. Full-time regular employees must actively work at least 30 hours each week. Part-time, temporary or seasonal employees are not eligible for long term disability insurance.

B. Full-time regular employees are covered by a group long term disability policy that pays 66 2/3 percent of their annualized classification rate excluding overtime after a 120 calendar day waiting period. The long term disability provider will require medical documentation for review and approval of benefits.

C. If eligible, the policy becomes effective on the first day of the calendar month following thirty (30) consecutive days of employment as an employee.

52.2 Procedures for Requesting Benefits:

A. Once an employee becomes disabled as defined by Risk & Benefit Services procedures the employee should report to Risk & Benefit Services who will assist in the application for long term disability.

B. Long term disability benefits, if approved, will not begin until the employee has completed the 120 calendar day waiting period. During the waiting period, the employee may use a combination of annual and sick leave. Employees may be eligible for administrative leave without pay, providing they have exhausted all annual and sick leave hours.

C. Once an employee is out of work for a medical condition that qualifies for FMLA, they will automatically be enrolled in family medical leave coverage if they qualify.

52.3 Employee Status and Benefits During Leave:

A. An employee must be out from work for 120 calendar days before the policy can make payments to the disabled employee.

B. The County's Life Insurance company offers a waiver of premium benefits for disabled employees. The disabled employee may apply for a premium waiver on their basic and supplemental life insurance through the Life Insurance company administered by Risk & Benefit Services.

C. After the employee is placed in an unpaid status, and the family medical leave coverage expires, the employee will be responsible for all insurance premiums.

D. Annual leave accruals and sick leave accruals will continue while the employee is in an active pay status. When the employee is placed in an unpaid status, the employee will not earn annual or sick leave hours.

E. When long term disability has been approved by the insurance company, the employee will be administratively terminated from the County.

F. Upon termination from the County, the employee will be sent a COBRA notice offering continuation of the health insurance. The County will pay for the individual employee premium for a maximum of 24 months. The employee will be required to pay for the family premium, if applicable.

52.4 Consult the Risk Manager for further guidelines for the implementation and interpretation of the long term disability program.

ARTICLE 53
UNION PRIDE

53.1 In an effort to show the cooperative effort between the Labor Union and management, each apparatus shall be allowed to display one, three inch (3”) red and white union sticker on the front officer’s side window.

53.2 Each member of the bargaining unit shall be allowed to display one two inch (2”) round union sticker on the rear bill of their firefighting helmet.

53.3 These stickers shall be provided by Local 3169, and shall obtain management approval before application.

ARTICLE 54
COMMUNITY OUTREACH

54.1 The Union will be allowed to organize on duty fill the boot drives, or other similar fund raising events, that occur on private or public property for local charities with 501c3 status within Marion County, utilizing county apparatus, with no more than one organized event per quarter and lasting no longer than three (3) hours per day, not to exceed three (3) days. All events will require prior authorization of the Fire Chief and County Administrator.

54.2 Units and personnel will remain in service for 911 calls.

54.3 Personnel will be allowed, with prior approval from the Union and Management, to utilize their gear for charitable fundraising events.

ARTICLE 55
ENTIRE AGREEMENT

55.1 This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term.

55.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the County and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

55.3 This Article does not remove the responsibility of the County to negotiate the impact or effects of any County decision which vitally affects terms and conditions of employment for employees covered by this Agreement.

ARTICLE 56
DURATION OF AGREEMENT

56.1 This Agreement shall be effective as of the 1st day of October, 2026 and shall remain in full force and effect until the 30th day of September 2029.

56.2 Articles of this Agreement shall not be automatically opened. An Article may only be opened with the expressed, written agreement of both parties.

56.3 The provisions of this Agreement will remain in effect during subsequent negotiations, if those negotiations extend beyond the term of this Agreement.

PROFESSIONAL FIREFIGHTERS OF MARION COUNTY, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3169

_____
Rolin Boyd
President

_____
Eric Schwartz
Vice President

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Mounir Bouyounes
County Administrator

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23023 **Agenda Date:** 6/2/2026 **Agenda No.:** 11.1.

SUBJECT:
Request Approval to Schedule and Advertise a Public Hearing to Consider a Resolution Adopting the Local Mitigation Strategy (LMS) Five-Year Plan 2025 Update on Tuesday, June 16, 2026, at 10:00 a.m., or as Soon Thereafter, in the McPherson Governmental Campus Auditorium

INITIATOR:
Chuck Varadin, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
Local Governments are required to maintain a Local Mitigation Strategy (LMS) Plan, which identifies potential natural and manmade hazards faced by each community, along with methods to minimize and mitigate impacts and speed recovery from disasters. The LMS Working Group and staff have completed the required update and have submitted it to the Florida Division of Emergency Management (FDEM), and local municipality adoption of the plan is underway.

To ensure compliance with FEMA guidelines for the Flood Management Program, the Board is requested to conduct a required Public Hearing to consider the adoption of the 2025 updated Local Mitigation Strategy Five-Year Plan for Marion County by Resolution.

The Public Hearing is recommended for Tuesday, June 16, 2026, at 10:00 a.m., or as soon thereafter as possible, in the McPherson Governmental Campus Auditorium. This is during a regularly scheduled meeting of the Board of County Commissioners.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to schedule and advertise a Board of County Commissioners Public Hearing to consider adoption of the proposed 2025 updated Local Mitigation Strategy Plan for Marion County by Resolution on Tuesday, June 16, 2026, at 10:00 a.m. or as soon thereafter as possible in the McPherson Governmental Campus Auditorium.

U.S. Department of Homeland Security
Region 4
3005 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

May 21, 2026

Ms. Laura Dhuwe
State Hazard Mitigation Officer
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Reference: Marion County Local Mitigation Strategy

Dear Ms. Dhuwe:

We are pleased to inform you the Marion County Local Mitigation Strategy update complies with the Federal hazard mitigation planning requirements resulting from the Disaster Mitigation Act of 2000, as contained in 44 CFR §201.6. FEMA approval does not include the review or approval of content that exceeds the applicable FEMA mitigation planning requirements. Effective May 21, 2026, the plan is approved for a period of five (5) years to May 21, 2031 in accordance with Program Administration by States (PAS) guidance.

Enclosed is the status of all participating jurisdictions. Approved jurisdictions are eligible applicants through the State for the following mitigation grant programs administered by the Federal Emergency Management Agency (FEMA):

- Hazard Mitigation Grant Program (HMGP)
- Flood Mitigation Assistance (FMA)
- Building Resilient Infrastructure and Communities (BRIC)

Please note that all funding requests will be evaluated individually according to the program's specific eligibility requirements.

The State and all plan participants should be commended for their close coordination and communications with our office in the review and subsequent approval of the plan. If you or any plan participant need assistance, please do not hesitate to contact Darlene Booker, of my staff, at (404) 434-9815.

Sincerely,

KRISTEN M MARTINENZA

Digitally signed by KRISTEN M MARTINENZA
Date: 2026.05.21 13:11:47 -04'00'

Kristen M. Martinenza, P.E.
Branch Chief, Risk Analysis

Enclosure

Enclosure: Plan Participant Status List

Attached is the list of participating jurisdictions in the referenced hazard mitigation plan.

	Community Name	Jurisdiction Status	Date Approved by FEMA
1)	Belleview city	Approved	5/21/26
2)	Dunnellon city	Approved	5/21/26
3)	Marion County	APA	
4)	McIntosh town	APA	
5)	Ocala city	APA	
6)	Reddick town	APA	

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-22983 **Agenda Date:** 6/2/2026 **Agenda No.:** 11.2.

SUBJECT:
Request Approval to Schedule and Advertise Two Public Hearings for the Fiscal Year 2026-27 Annual Action Plan for the Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Solutions Grant, for Tuesday, July 7, 2026, at 10:00 a.m. or Soon Thereafter, and on Tuesday, August 4, 2026, at 10:00 a.m. or Soon Thereafter, both in the McPherson Governmental Campus Auditorium

INITIATOR:
Cheryl Butler, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:

Marion County will hold two (2) public hearings to gather input for the FY 2026-27 Annual Action Plan. These hearings will focus on the following federal programs:

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

The hearings will address the housing, community, and economic development needs of Marion County, including programs administered through the Marion County and City of Ocala HOME Consortium.

Public input gathered during these hearings will help shape the County's FY 2026-27 Annual Action Plan.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to schedule and advertise public hearings on July 7, 2026, or soon thereafter at 10:00 a.m. and August 4, 2026, at 10:00 a.m. for the proposed FY 2026-27 Annual Action Plan CDBG, HOME, and ESG Grant Funds, both in the McPherson Governmental Campus Auditorium.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23106 **Agenda Date:** 6/2/2026 **Agenda No.:** 11.3.

SUBJECT:
Request Ratification of Letter of Support Dated May 21, 2026 for the Ocala Rapid Response Aerial Pilot Federal Grant for the Ocala Police Department

INITIATOR:
Jennifer Clark, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
The Ocala Police Department is applying for a federal grant for the Ocala Rapid Response Aerial Pilot (RRAP). This 60 month demonstration project is a necessary evolution of the Local Road Safety Plan framework. While the City's current implementation projects focus heavily on the physical engineering of safer roads, including major corridor modifications along the local High-Injury Network, upgraded intersection signal visibility, and targeted school zone safety enhancements, the RRAP uniquely addresses the critical, often overlooked pillar of post-crash care. By deploying an autonomous aerial overwatch network that bridges the gap between physical prevention and emergency response, this initiative creates a complete and effective safety ecosystem for residents.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to ratify the letter of support for the Ocala Rapid Response Aerial Pilot (RRAP) Federal Grant for Ocala Police Department dated May 21, 2026.

Marion County
Board of County Commissioners

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

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

May 21, 2026

Subject: Official Endorsement of the Ocala Rapid Response Aerial Pilot (RRAP) and a Commitment to Regional Fiscal Stewardship

To the SS4A Selection Committee,

The Marion County Board of County Commissioners views the Ocala Rapid Response Aerial Pilot (RRAP) as a cornerstone of our regional effort to modernize public safety infrastructure. As Marion County continues to experience rapid growth, our roadway networks require innovative and data driven solutions that go beyond traditional paving and signals.

This 60 month demonstration project is a necessary evolution of our Local Road Safety Plan framework. While the City's current implementation projects focus heavily on the physical engineering of safer roads, including major corridor modifications along the local High-Injury Network, upgraded intersection signal visibility, and targeted school zone safety enhancements, the RRAP uniquely addresses the critical, often overlooked pillar of post crash care. By deploying an autonomous aerial overwatch network that bridges the gap between physical prevention and emergency response, this initiative creates a complete and effective safety ecosystem for our residents. From a governance perspective, the RRAP project is built on sound fiscal and operational principles:

- **Proactive Fiscal Management:** The proposed budget structure demonstrates a commitment to long term fiscal clarity. By satisfying the local match through an upfront municipal capital investment, this approach ensures federal funds are maximized over the five year pilot without creating a recurring administrative burden on local taxpayers.
- **Asset Preservation:** By providing an automated, rapid "eye on scene" within three minutes, the system helps prevent the unnecessary deployment of heavy rescue apparatus and extra patrol units to minor incidents. This reduces vehicle wear, fuel consumption, and operational strain while preserving our countywide emergency fleet and aviation resources for true life threatening emergencies.
- **Economic Resilience and Inter Agency Cooperation:** Reducing secondary crashes and clearing major municipal arteries faster keeps our logistics, workforce, and visitor corridors moving, all vital components of the Marion County economy. This project also strengthens coordination between City and County first responders, which is essential for a modern, regional safety strategy.

The RRAP is an essential safeguard for the protection of our visitors and the nearly 400,000 residents we serve. We strongly advocate for the approval of this federal investment to establish Ocala as a national model for technology integrated roadway safety.

Sincerely,

Carl Zalak, III
Chairman, County Commissioners

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23104 **Agenda Date:** 6/2/2026 **Agenda No.:** 13.2.1.

SUBJECT:
Present Commission Calendar

INITIATOR:
Jennifer Clark, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, for information only.

Marion County
Board of County Commissioners

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

The Marion County Board of County Commissioners has scheduled the following public hearings, meetings and workshops. All meetings are held in the McPherson Governmental Campus Auditorium, 601 SE 25th Ave., Ocala, unless otherwise stated and are open to the public, excluding those specified as closed sessions.

COMMISSION WORKSHOPS AND MEETINGS

Date time	Meeting type	Meeting description
June 2 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month
June 2 10:00 a.m.*	Public Hearing (Continued)	To Consider an Ordinance Amending the Marion County Code, Creating Section 18-8, Entitled Nonconsensual Towing and Trespass Towing, Establishing Maximum Rates for Nonconsensual Towing Services and Storage of Vehicle and Vessels
June 2 2:00 p.m.	Commission Meeting (Planning & Zoning)	Additional meeting for the month of June
June 3 2:00 p.m.	Public Hearing	To Consider an Ordinance Amend the Name of the Municipal Service Taxing Unit and to Increase the Maximum Assessment Rate for Bahia Oaks Municipal Service Taxing Unit for Street Lighting
June 3 2:00 p.m.*	Public Hearing	To Request Adoption of a Resolution Authorizing an Increase to the Per Parcel Assessment for the Municipal Service Benefit Unit for Street Lighting for Bahia Oaks
June 3 2:00 p.m.*	Public Hearing	To Request Adoption of a Resolution Authorizing an Increase to the Per Parcel Assessment for the Municipal Service Benefit Unit for Street Lighting for Golden Hills Turf and Country Club
June 3 2:00 p.m.*	Public Hearing	To Request Adoption of a Resolution Authorizing an Increase to the Per Parcel Assessment for the Municipal Service Benefit Unit for Street Lighting for Kingsland Country Estates Whispering Pines / Kingsland Country Estates Forest Glen

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
June 3 2:00 p.m.*	Public Hearing	To Request Adoption of a Resolution Authorizing an Increase to the Per Parcel Assessment for the Municipal Service Benefit Unit for Street Lighting for Indian Meadows
June 16 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month
June 16 10:00 a.m.	Public Hearing	For Belleview Heights Estates Unit 8 - SE 44th Ave Road Improvement
June 16 1:50 p.m.	Commission Meeting	To convene a meeting of the Marion County Community Redevelopment Agency
June 16 2:00 p.m.	Commission Meeting (Planning & Zoning)	Regularly scheduled for the third Tuesday of every month.
June 17 1:30 p.m.	Commission Meeting (Planning & Zoning)	Regularly scheduled for the third Wednesday of every month.
June 23 3:00 p.m.	Transportation Planning Organization	Regularly scheduled for the fourth Tuesday of the month.

***Or as soon thereafter as possible.** **06/02/26**

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23129 **Agenda Date:** 6/2/2026 **Agenda No.:** 14.1.1.

SUBJECT:
Present Letter Dated April 23, 2026, from Gregory C. Harrell, Clerk of Court and Comptroller Regarding Audit Fees

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
The attached letter from Gregory C. Harrell, Clerk of Court and Comptroller, outlines the calculated audit fees for FY 2025-26 audit.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER - MARION COUNTY, FLORIDA
FINANCE DEPARTMENT

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) 671-5520
WWW.MARIONCOUNTYCLERK.ORG

April 23, 2026

RECEIVED
APR 29 2026
MARION COUNTY ADMIN

Mr. Timothy M. Westgate
Purvis Gray & Company
2347 S.E. 17th Street
Ocala, FL 34471

Dear Tim:

Pursuant to Page 9 of the Audit Engagement Letter, dated June 28, 2021, I have calculated the audit fees for the fiscal year 2025-2026 audit. Accordingly, the fiscal year 2025-2026 base audit fee will be $247,574.

A separate audit will be conducted for the Rainbow Lakes Estates Municipal Services District (RLE) and the Marion County Community Redevelopment Agency (CRA). The fiscal year 2025-2026 audit fee for the RLE and CRA will be $7,103 and $6,010, respectively.

In total, we anticipate a cost of $260,687 for all audit services mentioned above.

Please advise if you have any comments or questions.

Sincerely,

Gregory C. Harrell
Clerk of the Court and Comptroller
Marion County, Florida

Jennifer Cole
Finance Director

cc: Gregory C. Harrell
Carl Zalak
Mounir Bouyounes
Audrey Fowler
Chad Wicker
Chris Rison
Tina Novinger

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23128 **Agenda Date:** 6/2/2026 **Agenda No.:** 14.1.2.

SUBJECT:
Present Letter Dated April 27, 2026, Regarding Payment from the Department of Financial Services, on Behalf of the U.S. Department of Agriculture's Forest Service, in Accordance with the Secure Rural Schools Act

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
Notification of a Secure Rural Schools Act payment in the amount of $304,999.86 issued to the County by the Florida Department of Financial Services, on behalf of the U.S. Forest Service, including distribution details and compliance requirements.

BUDGET/IMPACT:
Revenue of $304,999.86

RECOMMENDED ACTION:
For information only.

BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

RECEIVED
MAY 04 2026
MARION COUNTY ADMIN

April 27, 2026

MARION BOCC
601 SE 25TH AVE
OCALA, FL 344710000

The Department of Financial Services, on behalf of the U.S. Department of Agriculture's Forest Service, is issuing a payment to your county under the Secure Rural Schools and Community Self-Determination Act, as reauthorized on December 18, 2025.
The total payment of **$304,999.86** represents the combined amounts selected by each county within the state, based on their election to receive either a portion of the state's 25 percent seven-year rolling average payment or a portion of the state's Secure Rural Schools (SRS) formula payment.
This disbursement includes the following amounts:

This disbursement includes the following amounts:

Title I – Roads and Schools: $281,793.35
Title III – County Projects: $23,206.51

Title I funds are provided to support public schools and public roads, in accordance with applicable state and local requirements.
Title III funds, where applicable, are limited to specific authorized uses, including fire prevention activities, search and rescue and other emergency services, emergency service training and equipment, community wildfire protection planning, and related public safety initiatives. These funds are subject to additional federal requirements, including public notice and annual certification of expenditures.
Title II funds, if applicable, are retained by the Forest Service and are not included in this distribution.
Each county remains responsible for ensuring the proper use of these funds in compliance with the Single Audit Act.
For additional information regarding allowable uses and program requirements, please visit:
https://www.fs.usda.gov/working-with-us/secure-rural-schools
If you have questions regarding this payment, please contact the Forest Service Albuquerque Service Center (ASC), All Service Receipts (ASR) staff at SM.FS.asc_asr@usda.gov.

Sincerely,

Sheila Cole

Sheila Cole, Chief
Bureau of Financial Services

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
Sheila Cole • Bureau Chief
Office of Finance and Budget • Bureau of Financial Services
200 East Gaines Street • Tallahassee, Florida 32399-0314 • Tel. 850-413-3890 • Fax 850-922-2322
Email • Sheila.Cole@MyfloridaCFO.com

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23126 **Agenda Date:** 6/2/2026 **Agenda No.:** 14.1.3.

SUBJECT:
Present Budget Resolutions 2026-139 and 2026-140 Approved on May 5, 2026, by the City Council of the City of Ocala, Florida

INITIATOR:
Aubrey Hale, Planning Director

DEPARTMENT:
City of Ocala, Growth Management

DESCRIPTION/BACKGROUND:
In accordance with Florida Statutes 163.387, the attached FY 2025-26 Budget Resolutions (BR-2026-139 and BR-2026-140) to reconcile case balance forward accounts relating to the Ocala Community Redevelopment Agency (CRA) are being presented to the Marion County Board of County Commissioners. The budget resolutions are presented by the four (4) CRA subareas.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

City of Ocala
GROWTH MANAGEMENT DEPARTMENT
201 SE 3RD STREET, 2ND FLOOR
OCALA, FLORIDA 34471

May 11, 2026

Carl Zalak, III, Chair
Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, Florida 34471

Honorable Chair Zalak:

In accordance with Florida Statutes 163.387, the Fiscal Year 2025-2026 Budget documents (BR-2026-139 and BR-2026-140) to reconcile cash balance forward accounts relating to the Ocala Community Redevelopment Agency are attached. The Budget Resolutions are presented by the four (4) CRA Subareas.

If you have any questions, please contact Roberto Ellis, Economic Development Manager, 201 SE 3rd Street, 2nd Floor, Ocala, FL 34471, (352) 629-8381.

Sincerely,

Aubrey Hale
Director, Planning

cc: Mounir Bouyounes, County Administrator, Administration, 601 SE 25th Ave., Ocala, FL 34471
Chuck Varadin, Growth Services, 2710 East Silver Springs Blvd., Ocala FL 34470
Roberto Ellis, Economic Development Manager, 201 SE 3rd Street, 2nd Floor, Ocala, FL 34471
(Via electronic transmission only)

BUDGET RESOLUTION 2026-139

A RESOLUTION AMENDING FISCAL YEAR 2025-26 FOR THE CARRY FORWARD OF PRIOR FISCAL YEAR GRANT FUNDS TOTALING $41,439,079

WHEREAS, approved grant funds not fully expended by September 30, 2025, need to be carried forward to Fiscal Year 2025-26; and

WHEREAS, the granting agency established a grant period different or longer than the City's fiscal year and/or where the grant authorized expenditures of committed funds in a subsequent fiscal year; and

WHEREAS, the Finance department has determined that as of September 30, 2025 the funds listed below represent the unexpended portion of grant funds to be carried forward; and

WHEREAS, the Finance department certifies that there are sufficient funds remaining in each grant to satisfy all expenditures by category requested below.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session that the Fiscal Year 2025-26 budget be amended to appropriate grant carry forwards from the fiscal year ended September 30, 2025 as outlined below.

Sources:	Account Title	Amount
001-334-000-000-09-33441	Fdot - Engineering Grants	2,313,887
001-331-000-000-09-33139	Epa Brownsfield Grant	95,752
001-331-000-000-09-33152	Mc-Home Grant	1,078,802
001-334-000-000-09-33124	Fdle - Opd Grants	19,031
001-334-000-000-09-33121	FDLE-OPDEnforEquipProj	741
001-334-000-000-09-33036	Grant Rev School Security	3,956
001-331-000-000-09-33125	Doj Bullet Proof Vest	31,973
001-334-000-000-09-33164	OPD Bike Ped (857)	38,913
001-334-000-000-09-33148	OPD Real Time Crime (864)	5,400
001-337-000-000-07-33734	Chaplin Program Grant	99,694
001-331-000-000-09-33225	Dept. Of Justice-Cops Gr	29,429
001-369-000-000-16-33134	Fire Opioid Settlement	183,822
001-331-000-000-09-33131	Fema Assist To Fire Grnt	28,288
	Total General Fund	**3,929,688**

091-331-000-000-09-33451	FY23 SS4A Grant Rev	61,190
	Total Road Improvement Fund	**61,190**
140-334-000-000-09-33485	S.H.I.P./Dept Of Comm Af	361,998
140-369-000-000-16-36943	SHIP Program Income	25,259
	Total Ship Fund	**387,257**
158-334-000-000-09-33473	Fl Dept Environ Protection	61,865
158-334-000-000-09-33418	FEMA State	30,817
158-334-000-000-09-33405	Vulnerability Grant	102,138
158-334-000-000-09-33499	Adaptation Plan Grant	300,000
	Total Stormwater Fund	**494,820**
308-337-000-000-07-33743	Sjwmd Grant	1,944,784
308-334-000-000-09-33473	Fl Dept Environ Protection	2,846,981
308-334-000-000-09-33418	FEMA State	229,596
308-337-000-000-07-33172	Emerald Rd Extension Grant	1,760,400
	Total Water Construction Fund	**6,781,761**
341-334-000-000-09-33406	FY25 Taxilane & Apron Grant	706,829
341-334-000-000-09-33407	FY25 Concrete Pads Grant	543,320
341-334-000-000-09-33402	FY25 Air Equip Upgrade Grant	91,999
341-334-000-000-09-33401	FY25 Design Hanger Grant	116,081
341-334-000-000-09-33408	FY25 9A Site Dev Grant	100,000
341-334-000-000-09-33412	Fdot - Airport Grants	559,982
341-334-000-000-09-33162	AIR-Environment&Assessment	172,950
341-334-000-000-09-33147	FDOT - Airport Master Plan	42,692
341-331-000-000-09-33138	FAA - Airport Master Plan	453,413
341-334-000-000-09-33165	FAA Rehab Terminal Apron (768)	240
341-331-000-000-09-33165	FAA Rehab Terminal Apron (768)	2,701
	Total Airport Fund	**2,790,207**
346-331-000-000-09-33160	CDBG -CV Grant Pub Svc/Eco Dev	232,096
346-331-000-000-09-33154	Cdbg Entitlement	621,346
	Total CDBG Fund	**853,442**

494-331-000-000-09-33726	FTA Mass Transit Buses	1,630,529
494-334-000-000-09-33481	FY25 Elec Transit Bus Grant Pr	300,000
494-334-000-000-09-33424	Fdot - Mass Transit Grants	58,716
494-331-000-000-09-33426	Fta Mass Transit	73,495
494-331-000-000-09-33142	Fta Mass Transit Buses	3,788,965
494-331-000-000-09-33480	Grant 5307 Consol Cap ST	4,214,769
494-331-000-000-09-33478	FY24 No-Lo 5307 Grant	15,615,745
494-381-000-000-19-38674	Transfer In	112,259
494-334-000-000-09-33496	FY26 Transit Serv Dev Grant	112,259
494-344-000-000-02-30310	Bus Fares	119,401
494-344-000-000-02-34311	Bus Passes	46,075
494-344-000-000-02-34435	Bus Advertising	68,501
	Total Suntran Fund	**26,140,714**
	Total All Sources	**41,439,079**
Uses:	**Account Title**	**Amount**
001-050-383-541-69-65010	Construction In Progress	2,313,887
001-060-433-539-53-31010	Professional Services - Other	86,473
001-060-433-539-53-34010	Other Services	349
001-060-433-539-53-40010	Travel & Per Diem	8,112
001-060-433-539-53-47000	Printing & Binding	84
001-060-433-539-53-52010	Operating Supplies - Other	734
001-050-500-554-55-12020	Salaries & Wages - Gen Empl	19,825
001-050-500-554-55-21010	Fica Taxes	1,898
001-050-500-554-55-22012	Retirement - Gen Emp - Dc	2,028
001-050-500-554-55-23010	Life & Health Insurance	4,367
001-050-500-554-55-23030	Insurance LTD - Employer	63
001-050-500-554-55-34010	Other Services	1
001-050-500-554-55-40010	Travel & Per Diem	3,864
001-050-501-554-55-34010	Other Services	887,903
001-050-502-554-55-34010	Other Services	158,853
001-050-827-521-52-14010	Overtime	18,893
001-050-827-521-52-21010	Fica Taxes	138
001-050-837-521-52-52010	Operating Supplies - Other	741

001-050-847-521-52-14010	Overtime	3,693
001-050-847-521-52-21010	Fica Taxes	263
001-060-849-521-52-52010	Operating Supplies - Other	31,973
001-050-857-521-52-14010	Overtime	36,089
001-050-857-521-52-21010	Fica Taxes	2,824
001-050-858-521-52-52010	Operating Supplies - Other	5,400
001-051-867-521-52-12020	Salaries & Wages - Genl Emp	63,800
001-051-867-521-52-21010	Fica Taxes	4,881
001-051-867-521-52-22012	Retirement - Gen Emp - Dc	5,104
001-051-867-521-52-23010	Life & Health Insurance	13,750
001-051-867-521-52-23030	Insurance LTD - Employer	182
001-051-867-521-52-24010	Workers Compensation	2,306
001-051-867-521-52-40010	Travel & Per Diem	3,000
001-051-867-521-52-41010	Comm Serv - Outside Serv	363
001-051-867-521-52-47000	Printing & Binding	2,500
001-051-867-521-52-52010	Operating Supplies - Other	2,634
001-051-867-521-52-54010	Books/Pubs/Subsc	1,174
001-060-881-521-52-14010	Overtime	13,419
001-060-881-521-52-40010	Travel & Per Diem	1,698
001-060-881-521-52-41010	Comm Serv - Outside Serv	545
001-060-881-521-52-47000	Printing & Binding	1,500
001-060-881-521-52-48010	Promotional Activities	113
001-060-881-521-52-52010	Operating Supplies - Other	12,154
001-051-901-522-52-12020	Salaries & Wages - Genl Emp	144,130
001-051-901-522-52-14010	Overtime	6,273
001-051-901-522-52-15090	Special Pay - Fire Allowance	1,108
001-051-901-522-52-21010	Fica Taxes	5,995
001-051-901-522-52-23010	Life & Health Insurance	6,609
001-051-901-522-52-40010	Travel & Per Diem	1,502
001-051-901-522-52-46011	Fleet Maintenance	1,661
001-051-901-522-52-47000	Printing & Binding	1,000
001-051-901-522-52-52010	Operating Supplies - Other	12,261
001-051-901-522-52-52020	Operating Supplies - Fuel	3,283
001-060-943-522-66-64010	Machinery & Equip $5000+	28,288
	Total General Fund	**3,929,688**
091-060-387-541-54-31010	Professional Services - Other	61,190
	Total Road Improvement Fund	**61,190**

140-050-699-559-55-34010	Other Services	387,257
	Total Ship Fund	**387,257**
158-050-358-538-69-65010	Construction In Progress	61,865
158-050-373-538-69-65010	Construction In Progress	30,817
158-050-388-538-53-31010	Professional Services - Other	102,138
158-050-396-538-53-31010	Professional Services - Other	300,000
	Total Stormwater Fund	**494,820**
308-050-335-533-69-65010	Construction In Progress	1,944,784
308-050-357-535-69-65010	Construction In Progress	718,477
308-050-367-535-69-65010	Construction In Progress	500,000
308-050-372-536-69-65010	Construction In Progress	328,400
308-050-373-536-69-65010	Construction In Progress	211,162
308-050-373-538-69-65010	Construction In Progress	18,433
308-050-376-535-69-65010	Construction In Progress	92,317
308-050-378-533-69-65010	Construction In Progress	1,207,788
308-051-397-535-69-65010	Construction In Progress	1,760,400
	Total Water Construction Fund	**6,781,761**
341-050-721-542-54-31010	Professional Services - Other	706,829
341-050-722-542-54-31010	Professional Services - Other	543,320
341-050-723-542-54-31010	Professional Services - Other	91,999
341-050-724-542-54-31010	Professional Services - Other	116,081
341-050-725-542-54-31010	Professional Services - Other	100,000
341-050-743-542-69-65010	Construction In Progress	559,982
341-050-746-542-54-31010	Professional Services - Other	172,950
341-050-761-542-54-31010	Professional Services - Other	42,692
341-060-761-542-54-31010	Professional Services - Other	453,413
341-050-768-542-54-31010	Professional Services - Other	240
341-060-768-542-54-31010	Professional Services - Other	2,701
	Total Airport Fund	**2,790,207**
346-060-639-559-55-12020	Salaries & Wages - Genl Emp	23,042
346-060-639-559-55-21010	Fica Taxes	2,234

346-060-639-559-55-22012	Retirement - Gen Emp - Dc	2,339
346-060-639-559-55-23010	Life & Health Insurance	4,442
346-060-639-559-55-24010	Workers Compensation	38
346-060-639-559-55-80010	Grants To Subrecipients	200,001
346-060-642-554-61-61010	Land	50,000
346-060-643-554-55-46020	R&M - Code Enforcement/Demoli	79,790
346-060-644-554-55-34010	Other Services	491,556
	Total CDBG Fund	**853,442**
494-050-448-544-66-64010	Machinery & Equip $5000+	300,000
494-060-454-544-66-64010	Machinery & Equip $5000+	1,284,589
494-060-454-544-69-65010	Construction In Progress	2,319,398
494-060-454-544-54-31010	Professional Services - Other	60,000
494-060-454-544-54-34010	Other Services	101,175
494-060-454-544-54-46010	Repair & Maintenance	46,861
494-060-454-544-54-52010	Operating Supplies - Other	70,000
494-060-454-544-64-63010	Infrastructure	332,745
494-060-458-544-54-12020	Salaries & Wages - Genl Emp	170,000
494-060-458-544-54-21010	Fica Taxes	13,005
494-060-458-544-54-24010	Workers Compensation	16,995
494-060-458-544-54-31010	Professional Services - Other	120,542
494-060-458-544-54-34010	Other Services	463,067
494-060-458-544-54-40010	Travel & Per Diem	317,500
494-060-458-544-54-52010	Operating Supplies - Other	150,000
494-060-458-544-66-64010	Machinery & Equip $5000+	14,364,637
494-051-493-544-54-34010	Other Services	112,259
494-050-493-544-54-34010	Other Services	112,259
494-050-450-544-66-64010	Machinery & Equip $5000+	750,000
494-050-450-544-54-31010	Professional Services - Other	726,000
494-050-450-544-54-34010	Other Services	1,795,751
494-050-450-544-54-41199	800 Mhz Allocation	11,400
494-050-450-544-54-46010	Repair & Maintenance	372,642
494-050-450-544-54-52010	Operating Supplies - Other	20,000
494-050-450-544-54-52060	Mach & Equip $1000-$4999	20,000
494-050-451-544-54-12020	Salaries & Wages - Gen Empl	249,288
494-050-451-544-54-15050	Special Pay - Executive Life	310
494-050-451-544-54-21010	Fica Taxes	20,561
494-050-451-544-54-22012	Retirement - Gen Emp - Dc	16,408
494-050-451-544-54-23010	Life & Health Insurance	29,232

494-050-451-544-54-23030	Insurance LTD - Employer	63
494-050-451-544-54-24010	Workers Compensation	439
494-050-451-544-54-31020	Professional Services - Legal	750
494-050-451-544-54-31099	Information Technology Alloca	1,846
494-050-451-544-54-34010	Other Services	35,095
494-050-451-544-54-40010	Travel & Per Diem	5,674
494-050-451-544-54-41010	Communication Serv - Outside	5
494-050-451-544-54-41099	Ocala Fiber Network Allocatio	569
494-050-451-544-54-41199	800 Mhz Allocation	2,113
494-050-451-544-54-42010	Freight & Postage Services	43
494-050-451-544-54-43010	Utility Services	1,266
494-050-451-544-54-45099	Insurance Services Allocation	1
494-050-451-544-54-46010	Repair & Maintenance	1,001
494-050-451-544-54-46011	Fleet Maintenance	2,250
494-050-451-544-54-46012	Facilities Maintenance	578
494-050-451-544-54-47000	Printing & Binding	7,233
494-050-451-544-54-47099	Copy Contract Allocation	3,447
494-050-451-544-54-48010	Promotional Activities	22,150
494-050-451-544-54-49010	Other Current Charges & Oblig	555
494-050-451-544-54-52010	Operating Supplies - Other	3,320
494-050-451-544-54-52020	Operating Supplies - Fuel	21,182
494-050-451-544-54-52045	S/Ware-Subscript Based (SBITA)	24,652
494-050-451-544-54-52060	Mach & Equip $1000-$4999	7,841
494-050-451-544-54-54010	Books/Pubs/Sub	1,488
494-060-490-544-54-31010	Professional Services - Other	59,827
494-060-490-544-54-34010	Other Services	486,006
494-060-490-544-54-41199	800 Mhz Allocation	1,425
494-060-490-544-54-46010	Repair & Maintenance	377,973
494-060-490-544-54-52010	Operating Supplies - Other	4,521
494-060-490-544-54-52060	Mach & Equip $1000-$4999	1
494-060-491-544-54-12020	Salaries & Wages - Genl Emp	51,525
494-060-491-544-54-15050	Special Pay - Executive Life	120
494-060-491-544-54-21010	Fica Taxes	4,177
494-060-491-544-54-22012	Retirement - Gen Emp - Dc	3,757
494-060-491-544-54-23010	Life & Health Insurance	5,404
494-060-491-544-54-23030	Insurance LTD - Employer	63
494-060-491-544-54-31099	Information Technology Alloca	1,057
494-060-491-544-54-34010	Other Services	581,813
494-060-491-544-54-40010	Travel & Per Diem	2,640
494-060-491-544-54-41010	Comm Serv - Outside Serv	333

494-060-491-544-54-41099	Ocala Fiber Network Allocation	1
494-060-491-544-54-41199	800 MHz Allocation	2,113
494-060-491-544-54-43010	Utility Services	3,425
494-060-491-544-54-45099	Insurance Services Allocation	1
494-060-491-544-54-46011	Fleet Maintenance	500
494-060-491-544-54-46012	Facilities Maintenance	469
494-060-491-544-54-47000	Printing & Binding	2,646
494-060-491-544-54-47099	Copy Contract Allocation	3,334
494-060-491-544-54-48010	Promotional Activities	5,137
494-060-491-544-54-52010	Operating Supplies - Other	270
494-060-491-544-54-52020	Operating Supplies - Fuel	5,460
494-060-491-544-54-52045	S/Ware-Subscript Based (SBITA)	24,064
494-060-491-544-54-52060	Mach & Equip $1000-$4999	1,500
494-060-491-544-54-54010	Books/Pubs/Sub	967
	Total SunTran Fund	**26,140,714**
	Total All Uses	**41,439,079**

This resolution adopted this 5 day of May, 2026.

ATTEST:

By: _____
Angel B. Jacobs
City Clerk

CITY OF OCALA

By: _____
Ire J. Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

BUDGET RESOLUTION 2026-140

A RESOLUTION AMENDING THE FISCAL YEAR 2025-26 BUDGET TO PROVIDE A SUPPLEMENTAL APPROPRIATION TO RECONCILE CASH BALANCE FORWARD ACCOUNTS AND FOR THE CONTINUATION OF PROJECTS NOT COMPLETED IN FISCAL YEAR 2024-25 IN THE AMOUNT OF $212,927,661

WHEREAS, on September 30, 2025, outstanding purchase orders for goods and services for which vendor invoices had not been received could not be expensed, necessitating a carryover of previously approved and adopted appropriations to the current budget; and

WHEREAS, requests to re-appropriate funds to cover specific projects originally budgeted, but not encumbered in Fiscal Year 2024-25, into the current budget have been reviewed by city management; and

WHEREAS, budgeted cash balance forward accounts must be reconciled to actual Fiscal Year 2024-25 ending balances; and

WHEREAS, funds are available to support this supplemental appropriation; and

WHEREAS, the attached exhibit describes the requested amendments in detail.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended providing for this supplemental appropriation, as summarized herein.

FISCAL YEAR 2025-26 SUPPLEMENTAL APPROPRIATION SUMMARY

Budget Recap All Funds	FY2025-2026 Current Budget	Supplemental Appropriation	FY2025-2026 Amended Budget
GENERAL FUND	188,758,710	19,441,713	208,200,423
3/4 MILL ROAD IMPROVEMENTS	10,610,316	4,625,121	15,235,437
FIRE/POLICE IMPROVEMENTS	4,921,711	2,688,316	7,610,027
PARKING FUND	547,078	82,364	629,442
FIRE IMPACT FEES	585,427	845,002	1,430,429
1/8 MILL NEIGHBORHOOD ENHANCEMENTS	2,703,887	1,036,091	3,739,978
LOCAL GASOLINE TAX	9,422,290	4,437,673	13,859,963
DOWNTOWN DEVELOPMENT	695,065	36,952	732,017
AFFORDABLE HOUSING FUND	1,456,820	252,287	1,709,107
BUILDING FUND	6,877,106	-187,066	6,690,040
INFRASTRUCTURE SALES SURTAX	23,666,426	27,103,039	50,769,465
STORMWATER UTILITY	21,863,866	4,223,654	26,087,520
DEBT SVC SINKING FUND-WTR & SWR	12,562,505	-744,955	11,817,550

DEBT SVC SINKING FUND-ELECTRIC	8,014,724	-528,592	7,486,132
WATER & SEWER CONSTRUCTION FUND	21,078,681	18,257,364	39,336,045
ELECTRIC CONSTRUCTION FUND	10,115,000	20,454,327	30,569,327
OCALA INTERNATIONAL AIRPORT	5,576,895	729,324	6,306,219
GOLF	2,478,034	25,406	2,503,440
SANITATION	24,552,534	4,490,987	29,043,521
WATER RESOURCES FUND	78,714,924	7,229,844	85,944,768
ELECTRIC	203,881,500	22,298,550	226,180,050
OCALA FIBER NETWORK	13,979,876	7,477,909	21,457,785
POLICE TRUST AND AGENCY	1,166,958	183,787	1,350,745
WTR SYST DEV CHGS CAPITAL TRUST	1,013,137	2,657,969	3,671,106
SWR SYST DEV CHGS CAPITAL TRUST	6,833,436	11,113,276	17,946,712
EAST OCALA REDEVELOPMENT SUBAREA	2,712,710	2,656,320	5,369,030
DOWNTOWN REDEVELOPMENT SUBAREA	2,195,368	2,444,107	4,639,475
NORTH MAGNOLIA REDEVEOP. SUBAREA	1,267,622	1,591,589	2,859,211
WEST OCALA REDEVELOPMENT SUBAREA	5,028,197	2,652,934	7,681,131
DISABILITY INCOME REPLACE. SELF-INSUR	46,442	19,036	65,478
GENERAL LIABILITY CLAIMS	5,672,848	2,151,051	7,823,899
EMPLOYEES' CONSOLIDATED HEALTH INSUR	33,351,761	-2,080,041	31,271,720
EMPLOYEES' WORKERS COMP	12,455,608	-2,010,125	10,445,483
GENERAL EMPLOYEES' RETIREMENT	200,680,896	20,263,092	220,943,988
FIREFIGHTERS' RETIREMENT	106,601,894	14,229,216	120,831,110
POLICE OFFICERS' RETIREMENT	106,435,845	11,374,069	117,809,914
ELECTRIC SYSTEM R & R	3,218,039	548,520	3,766,559
WATER & SEWER SYSTEM R & R	2,150,826	353,914	2,504,740
ECONOMIC INVESTMENT PROGRAM	774,144	503,637	1,277,781
TOTALS	**1,144,669,106**	**212,927,661**	**1,357,596,767**

Signatures to follow.

This resolution adopted this 5 day of May, 2026.

ATTEST:

By: _____
Angel B. Jacobs
City Clerk

CITY OF OCALA

By: _____
Ire J. Bethea, Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23054 **Agenda Date:** 6/2/2026 **Agenda No.:** 14.3.1.

SUBJECT:
Present Report No. 2026-03 Grant Compliance Review FedEx Ground Package System, Inc.

INITIATOR:
Sachiko Horikawa, Internal Audit Director

DEPARTMENT:
Clerk of Courts

DESCRIPTION/BACKGROUND:
Pursuant to the Economic Development Financial Incentive Grant (EDFIG) Agreement executed on February 5, 2013, a compliance review was performed of FedEx's mandatory requirements. The EDFIG award consisted of waived impact fees, reimbursement for gas line relocation costs, and the County's match for the State's Qualified Target Industry (QTI) Tax Refund program. Our review focused on the reporting, staffing, and occupancy requirements tied to the County funded portion of the agreement.

FedEx has satisfied the mandatory requirements necessary to receive the $400,000 reimbursement for gas line relocation expenses. In March 2026, County Administration processed the tenth and final $40,000 installment.

Our opinion is that the County Administration's assessment was reasonable and supported by sufficient documentation. The areas reviewed are summarized in the table below.

Areas Reviewed	Results
Occupancy Requirement	No exception
Maintained required minimum of 165 FTEs	No exception
Timely submission of the Annual Report with appropriate required supportive documentation	No exception

The EDFIG agreement requires FedEx to maintain facility occupancy through December 31, 2026. Accordingly, FedEx must submit its final annual report by March 1, 2027, after which Internal Audit will conduct a close out review.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, informational purposes only.

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER – MARION COUNTY, FLORIDA

Economic Development Financial Incentive Grant Compliance Review: FedEx Ground Package System, Inc.

Report No. 2026-03

May 13, 2026

Issued To:

The Honorable Board of County Commissioners
Mounir Bouyounes, County Administrator

Presented By
Sachiko Horikawa, CPA, CIA, CISA, CRMA
Internal Audit Director

Engagement Team
Lucy Alonso, Staff Auditor

TABLE OF CONTENTS

REPORT ABBREVIATIONS AND TERMS 2
EXECUTIVE SUMMARY 3
BACKGROUND 4
OBJECTIVE, SCOPE, AND APPROACH 5
REPORT DISTRIBUTION LIST 6

REPORT ABBREVIATIONS AND TERMS

Terminology	Abbreviation
Economic Development Financial Incentive Grant	EDFIG
Full-Time Equivalent Employees	FTE
State Qualified Target Industry Tax Refund	QTI

EXECUTIVE SUMMARY

Pursuant to the Economic Development Financial Incentive Grant (EDFIG) Agreement executed on February 5, 2013, we performed a compliance review of FedEx's mandatory requirements. The EDFIG award consisted of waived impact fees, reimbursement for gas line relocation costs, and the County's match for the State's Qualified Target Industry (QTI) Tax Refund program. Our review focused on the reporting, staffing, and occupancy requirements tied to the County-funded portion of the agreement.

FedEx has satisfied the mandatory requirements necessary to receive the $400,000 reimbursement for gas line relocation expenses. In March 2026, County Administration processed the tenth and final $40,000 installment.

Our opinion is that the County Administration's assessment was reasonable and supported by sufficient documentation. The areas we reviewed are summarized in the table below.

Areas Reviewed	Results
Occupancy requirement	No exception
Maintained required minimum of 165 FTEs	No exception
Timely submission of the Annual Report with appropriate required supportive documentation	No exception

We note that the EDFIG agreement requires FedEx to maintain facility occupancy through December 31, 2026. Accordingly, FedEx must submit its final annual report by March 1, 2027 after which Internal Audit will conduct a close-out review.

We would like to thank County Administration for their cooperation during the audit.

BACKGROUND

The Board of County Commissioners awarded FedEx up to $1,078,722.59 in economic incentive funding on February 5, 2013. This amount is consisted of:

- $579,722.59 in waived county transportation impact fees
- Up to $400,000 for the gas line relocation expense reimbursement, paid over 10 years in $40,000 yearly installments
- $99,000 as the county's required match for the State Qualified Target Industry (QTI) Tax Refund program

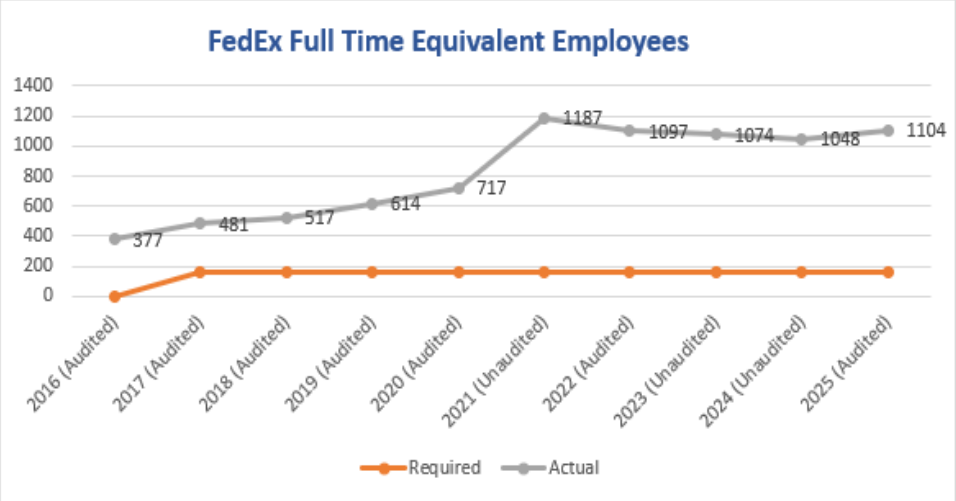
We confirmed that FedEx expended at least $800,000 for gas line relocation, which made FedEx eligible to receive $400,000 in 10 equal yearly installments of $40,000 from the Board, given all requirements listed below were met.

As part of the agreement, FedEx had to comply with the following requirements:

- Build a 383,161-square-foot facility costing at least $75 million.
- Purchase at least $38 million in machinery and equipment.
- Begin using the facility by January 1, 2017 and remain for a term of 10 years.
- File an Initial Report by March 1, 2017 and annually thereafter for a term of 10 years.
- Employ 165 full-time equivalent (FTE) workers by December 31, 2018, with an average annual wage of $31,536, and continue to employ at least 165 FTE for a term of 10 years.

The agreement requires FedEx to have at least 165 FTEs at the facility by a set date no later than December 31, 2018. After meeting this initial requirement, FedEx must continue to have at least 165 employees each year, based on the number of staff working on December 31st, through the end of the occupancy requirement period which we determined to be December 31, 2026.

Chart 1: Mandatory FedEx required FTE vs Actual



Our audit was risk-based, and its scope included the requirements concerning the county-funded portion of the grant. Requirements concerning the City of Ocala were not part of the audit scope. The State of Florida's Department of Economic Opportunity performs audits of the QTI program including the county's match.

OBJECTIVE, SCOPE, AND APPROACH

We had the following objectives to determine if FedEx was compliant with the EDFIG Agreement requirements regarding staffing, reporting, and occupancy:

- Did FedEx maintain 165 FTE at an average annual wage of $ 31,536 at the Ocala Facility?
- Did FedEx meet the March 1st performance reporting due date?
- Did FedEx meet the occupancy requirement?

The scope included verification of compliance with the applicable mandatory requirements for calendar years 2021 through 2025. Our approach included inspecting relevant documents and performing a site visit.

REPORT DISTRIBUTION LIST

Name	Position Title
The Honorable Gregory C. Harrell	Clerk of Court and Comptroller
The Honorable Craig Curry	District 1 Commissioner
The Honorable Kathy Bryant	District 2 Commissioner
The Honorable Matt McClain	District 3 Commissioner
The Honorable Carl Zalak, III	District 4 Commissioner
The Honorable Michelle Stone	District 5 Commissioner
Mounir Bouyounes	County Administrator
Michael McCain	Executive Director
Jennifer Cole	Finance Director

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23073 **Agenda Date:** 6/2/2026 **Agenda No.:** 14.3.2.

SUBJECT:
Present Constitutional Officers' and Commissioners' Bonds Pursuant to Chapter 137.05, Florida Statutes

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Present Constitutional Officers' and Commissioners' Bonds Pursuant to Chapter 137.05, Florida Statutes.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

BONDS FOR CONSTITUTIONAL OFFICERS

William Michael "Billy" Woods, Sheriff	Amount of $10,000
George J. Albright, III, Tax Collector	Amount of $20,000
James Cowan, Property Appraiser	Amount of $10,000

BONDS FOR COUNTY COMMISSIONERS

Craig Curry (District 1)	Amount of $2,000
Kathy Bryant (District 2)	Amount of $2,000
Matthew McClain (District 3)	Amount of $2,000
Carl Zalak, III (District 4)	Amount of $2,000
Michelle Stone (District 5)	Amount of $2,000

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,

State of South Dakota, its regularly elected Vice President,

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One SHERIFF COUNTY OF MARION

bond with bond number 71848678

for WILLIAM MICHAEL WOODS

as Principal in the penalty amount not to exceed: $10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 31st day of December, 2024.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } SS

On this 31st day of December, 2024, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F9701

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 71848678 briefly described as SHERIFF COUNTY OF MARION

, for WILLIAM MICHAEL WOODS

, as Principal, in the sum of $ TEN THOUSAND AND NO/100 Dollars, for the term beginning January 05, 2025, and ending January 05, 2029, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 31st day of December, 2024.

WESTERN SURETY COMPANY

By _____
Larry Kasten, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-6-2023

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 69826573 briefly described as TAX COLLECTOR-COUNTY OF MARION

for GEORGE J. ALBRIGHT III, as Principal, in the sum of $ TWENTY THOUSAND AND NO/100 Dollars, for the term beginning December 01, 2024, and ending December 01, 2028, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 18th day of October, 2024.

WESTERN SURETY COMPANY

By _____
Larry Kasten, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-6-2023

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

WESTERN SURETY COMPANY
P. O. Box 5077
Sioux Falls, SD 57117-5077
(800) 331-6053

Bond No. 72330128
Effective Date: January 5th, 2025

Western Surety Company

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250

Public Official Bond

County of Marion

KNOW ALL PERSONS BY THESE PRESENTS, That we, James Howard Cowan Jr. *(Official's Name)*

as Principal, and WESTERN SURETY COMPANY

as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of $ 10,000.00 Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was **elected** ☒ **appointed** ☐ Property Appraiser County of Marion *(Name of Office)* to hold this office for a term beginning January 5th, 2025 and ending January 5th, 2029 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of their office as provided by law, this obligation is void.

X _____
(Signature of Official)

Signed and Sealed this 19th day of December, 2024.

WESTERN SURETY COMPANY

By _____

(SEAL)

101 S. Reid St., Ste. 300
Sioux Falls, SD 57103-7046
(Address of Main Surety Company)

KING RISK PARTNERS, L L C
(Name of Local Bonding Company)

643 SW 4TH AVE, STE. 210
GAINESVILLE, FL 32601
(Address of Local Bonding Company)

By X _____
(Signature of Licensed Resident Agent)

_____
(Social Security Number of Licensed Resident Agent)

_____
(Type Name of Licensed Resident Agent)

The above is approved this _____ day of _____, _____.
by:

County Commissioners

Chairman: _____

By _____
Appointed Agent of Surety

4bond.doc (02/04)
Form 1345-12-2012

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

MALCOM CHARLES KING JR of Gainesville, State of Florida, with limited authority, its true and lawful Attorney-in-Fact, will full power and authority hereby conferred to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Property Appraiser County of Marion

bond with bond number: 72330128

for James Howard Cowan Jr.

as Principal in the penalty amount not to exceed: $ 10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 19th day of December, 2024.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 19th day of December, 2024, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. GREEN NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form 672-5-2023

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

WESTERN SURETY COMPANY
P. O. Box 5077
Sioux Falls, SD 57117-5077
(800) 331-6053

Bond No. 72318224
Effective Date: November 17th, 2024

Western Surety Company

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250

Public Official Bond

County of Marion

KNOW ALL PERSONS BY THESE PRESENTS, That we, Craig Curry
(Official's Name)
as Principal, and WESTERN SURETY COMPANY
as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of $ 2,000.00 Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was Elected, County Commissioner Marion County Board of County Commissioners to hold this office for
(Name of Office)
a term beginning November 17th, 2024 and ending November 17, 2028 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of their office as provided by law, this obligation is void.

X _____
(Signature of Official)

Signed and Sealed this 25th day of August, 2025.

WESTERN SURETY COMPANY

By _____

(SEAL)

101 S. Reid St., Ste. 300
Sioux Falls, SD 57103-7046
(Address of Main Surety Company)

KING RISK PARTNERS, L L C
(Name of Local Bonding Company)

643 SW 4TH AVE, STE. 210
GAINESVILLE, FL 32601
(Address of Local Bonding Company)

By X _____
(Signature of Licensed Resident Agent)

_____
(Social Security Number of Licensed Resident Agent)

_____
(Type Name of Licensed Resident Agent)

The above is approved this _____ day of _____, _____.
by:

County Commissioners

Chairman: _____

_____

_____

_____

_____

By _____
Appointed Agent of Surety

4bond.doc (02/04)
Form F4786-3-2025

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 71019894

briefly described as County Commissioner County of Marion

,

for Kathy Bryant

, as Principal,

in the sum of $ Two Thousand and 00/100 Dollars, for the term beginning

November 20th, 2022, and ending November 20th, 2026, subject to all

the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 7th day of October, 2022.

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat,
Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-8-2012

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One County Commissioner County of Marion

bond with bond number 71019894

for Kathy Bryant
as Principal in the penalty amount not to exceed: $2,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 7th day of October, 2022.

ATTEST

Pat Leitheiser
P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 7th day of October, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

M. Bent
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-5-2021

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 72590309 briefly described as BOARD MEMBER MARION COUNTY BOARD OF COMMISSIONERS

for MATTHEW MCCLAIN

, as Principal, in the sum of $ TWO THOUSAND AND NO/100 Dollars, for the term beginning November 20, 2025, and ending November 20, 2026, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 11th day of November, 2025.

WESTERN SURETY COMPANY

By _____
Larry Kasten, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-6-2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,

State of South Dakota, its regularly elected Vice President,

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One BOARD MEMBER MARION COUNTY BOARD OF COMMISSIONERS

bond with bond number 72590309

for MATTHEW MCCLAIN

as Principal in the penalty amount not to exceed: $2,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 11th day of November, 2025.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 11th day of November, 2025, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F9701

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 71020196

briefly described as Board Member Marion County Board of County Commissioners

for Carl Zalak

, as Principal,

in the sum of $ Two Thousand and 00/100 Dollars, for the term beginning November 20th, 2022, and ending November 20th, 2026, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 7th day of October, 2022.

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat,
Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-8-2012

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Board Member Marion County Board of County Commissioners

bond with bond number 71020196

for Carl Zalak

as Principal in the penalty amount not to exceed: $2,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 7th day of October, 2022.

ATTEST

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 7th day of October, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

M. BENT NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

M. Bent

Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-5-2021

WESTERN SURETY COMPANY
P. O. Box 5077
Sioux Falls, SD 57117-5077
(800) 331-6053

Bond No. 71882220
Effective Date: November 9th, 2024

Western Surety Company

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250

Public Official Bond

County of Marion

KNOW ALL PERSONS BY THESE PRESENTS, That we, Michelle Stone *(Official's Name)*

as Principal, and WESTERN SURETY COMPANY

as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of $ 2,000.00 Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was elected ☒ appointed ☐ Board Member Marion County Board of County Commissioners *(Name of Office)* to hold this office for a term beginning November 9th, 2024 and ending November 9th, 2028 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of their office as provided by law, this obligation is void.

X _____
(Signature of Official)

Signed and Sealed this 11th day of December, 2024.

WESTERN SURETY COMPANY

By _____

(SEAL)

101 S. Reid St., Ste. 300
Sioux Falls, SD 57103-7046
(Address of Main Surety Company)

KING RISK PARTNERS, L L C
(Name of Local Bonding Company)

643 SW 4TH AVE, STE. 210
GAINESVILLE, FL 32601
(Address of Local Bonding Company)

By X _____
(Signature of Licensed Resident Agent)

_____
(Social Security Number of Licensed Resident Agent)

_____
(Type Name of Licensed Resident Agent)

The above is approved this _____ day of _____, _____.
by:
County Commissioners

Chairman: _____

By _____
Appointed Agent of Surety

4bond.doc (02/04)
Form 1345-12-2012

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF MINNEHAHA)

On this 11th day of December , 2014 , before me, a Notary Public in and for said County, personally appeared T. Eckl, Assistant Secretary personally known to me, who being by me duly sworn, did say that he/she is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires:

J. GORDON
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

My commission expires May 27, 2020

J. Gordon
Notary Public

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

C. Bendt of Sioux Falls,

State of South Dakota, with limited authority, its true and lawful Attorney-in-Fact, will full power and authority hereby conferred to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Board Member Marion County Board of County Commissioners

bond with bond number: 71882220

for Michelle Stone

as Principal in the penalty amount not to exceed: $ 2,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 11th day of December, 2024.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 11th day of December, 2024, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form 672-5-2023

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23100 **Agenda Date:** 6/2/2026 **Agenda No.:** 14.3.3.

SUBJECT:
Present Administrative Budget Transfer Report for Fiscal Year 2025-26

INITIATOR:
Audrey L. 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

05/09/2026 to 05/21/2026

Prepared by: Gregory C. Harrell, Marion County Clerk of Court and Comptroller - Budget Department

Pursuant to Florida Statute 129.06, Execution and Amendment of Budget, the County Budget Officer has executed the following Budget Transfers as authorized by the Marion County Board of County Commissioners, Commission Policy 19-01. The Budget Transfers adhere to the following conditions:

A.The budget transfer does not change the total expenditure appropriations of a Cost Center; and
B.The transfer adheres to the following account restrictions:
i. The transfer occurs between personnel expenditure accounts (line item account codes 510000 through 529999); or
ii. The transfer occurs between operating expenditure accounts (line item account codes 530000 through 559999); and
C.The transfer per line item account is $10,000 or less; and
D.The transfer is approved by the County Administrator; and
E.The transfer is reviewed and approved by the County Budget Officer.

General Fund

Public Relations

Journal Number # 2026-8-334 *Date Executed:* 05/13/2026

Additional funds are needed to cover software expense that is used by the PR department. Funds are available in Printing and Binding to cover what we need to properly code our invoices.

	Fund	Dept	Account	Account Name	Amount
From	0010	106	547101	Printing and Binding	$1,000
To	0010	106	554101	Books Publications and Subscriptions	$1,000

Information Technology

Journal Number # 2026-8-1067 *Date Executed:* 05/19/2026

Information Technology has experienced a greater need than the $360.00 budgeted in dues and memberships for FY26. IT is requesting to transfer $140.00 to cover the cost of the annual Best Buy membership. Renewing this membership will allow the County to continue receiving savings realized through special pricing, free shipping, protection plans, extended return window, and tech support. Transfer from Office Supplies to Dues & Memberships

	Fund	Dept	Account	Account Name	Amount
From	0010	174	551101	Office Supplies	$140
To	0010	174	554201	Dues and Memberships	$140

Procurement Services

Journal Number # 2026-8-1375 *Date Executed:* 05/19/2026

Procurement is needing to purchase office chairs for three employees. Operating Supplies budget does not contain enough funds to cover the amount that is needed; however funds are available in Office Supplies.

	Fund	Dept	Account	Account Name	Amount
From	0010	176	551101	Office Supplies	$2,000
To	0010	176	552108	Operating Supplies	$2,000

Facilities Management

Journal Number # 2026-8-925 *Date Executed:* 05/19/2026

Facilities Management expended the majority of our travel and per diem budget on project management training for three (3) team members. We currently have vehicle toll invoices that need to be expensed against this account, however have insufficient funds. We are also looking to send three (3) team members to the Florida Facilities Information Network (FFIN) Symposium which encompasses Facilities departments throughout the state that come together to discuss operational efficiency, challenges and innovative solutions.

	Fund	Dept	Account	Account Name	Amount
From	0010	180	534101	Contract Serv Other Misc	$4,000
To	0010	180	540101	Travel and Per Diem	$4,000

Facilities Management

Journal Number # 2026-8-991 *Date Executed:* 05/19/2026

Facilities Management's operating account for the jail facility is fully expended. This account covers tools, operating supplies and janitorial supplies for the jail maintenance location. With the jail team now fully staffed, we have had to purchase tools for new team members, as well as replace older tools.

	Fund	Dept	Account	Account Name	Amount
From	0010	180	534116	Contract Serv Janitorial	$9,000
To	0010	180	552135	Operation Supplies Jail	$9,000

Code Enforcement

Journal Number # 2026-8-859 *Date Executed:* 05/19/2026

Code Enforcement performs a background search on all chairpersons for bingo licenses, there were additional changes and cost associated with this processes. The current PO 02600277 does not have sufficient funds to cover the last invoice received. The funds are in Postage & Freight to be moved to Professional Services

	Fund	Dept	Account	Account Name	Amount
From	0010	317	542201	Postage and Freight	$1,000
To	0010	317	531109	Professional Services	$1,000

Southeastern Livestock Pavilion

Journal Number # 2026-8-950 *Date Executed:* 05/19/2026

The Southeastern Livestock Pavilion (SELP) is requesting approval to transfer funds from Travel and Per Diem, Training and Education, and Repairs and Maintenance of Equipment budget lines to Operating Supplies for the purchase of an ADA ramp for the auditorium stage. The ADA ramp is needed to improve accessibility and ensure the facility can safely accommodate all participants, guests, and performers using the stage area. This expense was not anticipated during the budget planning process but became necessary to address an operational and accessibility need within the facility.

	Fund	Dept	Account	Account Name	Amount
From	0010	370	540101	Travel and Per Diem	$300
From	0010	370	555501	Training and Education	$2,000
From	0010	370	546301	Repairs and Maint Equipment	$7,500
To	0010	370	552108	Operating Supplies	$9,800

Veterans Service Office

Journal Number # 2026-8-678 *Date Executed:* 05/11/2026

Funds in Operating Supplies - Veterans Memorial Park are not adequate to cover the increased expenses of hosting the Memorial Day 250th Event. Needed funds are available in the Utility Services budget to cover the shortfall.

	Fund	Dept	Account	Account Name	Amount
From	0010	378	543101	Utility Services Elc Wtr Swr	$400
To	0010	378	552112	Operating Supplies Veteran Memorial Park	$400

Veterans Service Office

Journal Number # 2026-8-1129 *Date Executed:* 05/19/2026

Funds in Operating Supplies - Veterans Memorial Park are not adequate to cover the cost of the planned flyover for the Memorial Day 250th Event. Needed funds are available in the Utility Services budget to cover the cost.

	Fund	Dept	Account	Account Name	Amount
From	0010	378	543101	Utility Services Elc Wtr Swr	$1,000
To	0010	378	552112	Operating Supplies Veteran Memorial Park	$1,000

Veterans Service Office

Journal Number # 2026-8-1573 *Date Executed:* 05/19/2026

Funds in Operating Supplies - Veterans Memorial Park are not adequate to cover the cost of the memorial brick pavers. Needed funds are available in the Communications budget to cover the cost.

	Fund	Dept	Account	Account Name	Amount
From	0010	378	541101	Communications Services	$1,600
To	0010	378	552112	Operating Supplies Veteran Memorial Park	$1,600

Fine and Forfeiture Fund

State Attorney Technology

Journal Number # 2026-8-1929 *Date Executed:* 05/20/2026

Allocate additional funds to cover the invoice for services performed as part of the 4th-floor buildout. The current Contract Services budget does not have sufficient funding for this expense, and the adjustment is required to ensure timely payment.

	Fund	Dept	Account	Account Name	Amount
From	1010	206	552116	Operating Supplies Computer Hardware	$9,500
To	1010	206	534101	Contract Serv Other Misc	$9,500

County Transportation Maintenance Fund

Transportation

Journal Number # 2026-8-1435 *Date Executed:* 05/19/2026

Training Materials & Supplies requires an increase to purchase training tools for first aid kits. Funds are available from Training & Education

	Fund	Dept	Account	Account Name	Amount
From	1020	400	555501	Training and Education	$220
To	1020	400	555301	Training Materials and Supplies	$220

Criminal Justice Court Costs Fund

Juvenile Alternative Program Drug Court

Journal Number # 2026-8-656 *Date Executed:* 05/13/2026

Due to an increase in Spanish-speaking participants in the program, additional program materials and resources in Spanish are needed to ensure effective participation and access to services. Funds are available within professional services because we've had a grant that has covered a portion of the drug screening costs for our Youth Court programs, resulting in a less being spent from the County budget. Future budgets will be adjusted to ensure adequate funds are available.

	Fund	Dept	Account	Account Name	Amount
From	1052	272	531109	Professional Services	$1,000
To	1052	272	554101	Books Publications and Subscriptions	$1,000

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23110 **Agenda Date:** 6/2/2026 **Agenda No.:** 14.3.4.

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: June 2, 2026

Below is the regular report of the Utilization of Reserve for Contingencies for the General Fund.

Please contact me if additional information is needed.

Marion County Board of County Commissioners
Utilization of Reserve for Contingencies - General Fund
Fiscal Year 2025-26

	Date	Description	Balance
Beginning Balance: October 1, 2025			$ 1,924,368
	10/21/2025	Constitutional Officer Salary Adjustment	$ (6,697)
	10/21/2025	America250 Project	(75,000)
	12/02/2025	Aid to Private Organization Humane Society, VOCAL, and Sheltering Hands	(150,000)
Balance:	05/19/2026		$ 1,692,671
Proposed:	06/02/2026	No Amendments Proposed	
Tentative:	06/02/2026		$ 1,692,671

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23092 **Agenda Date:** 6/2/2026 **Agenda No.:** 14.4.1.

SUBJECT:
Code Enforcement Board (CEB) - April 8, 2026

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Code Enforcement Board (CEB) - April 8, 2026.

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 Chairperson F. Joe Krim, Hunter Street, David Francis, Clifford Wilson and Dennis Strow. Board Attorney Tom Dobbins, Chief Assistant County Attorney Dana Olesky, and Board Secretary Xiomara Almenas were present.

1. ADOPT MINUTES

Dennis Strow made a motion to accept the Code Enforcement Board minutes from the March 11, 2026 regular meeting. Second by Hunter Street. Passed by unanimous decision.

2. SWEARING IN OF OFFICERS

Code Enforcement Manager Robin Hough, Code Enforcement Supervisors Tracy Gillyard and Tom Sapp, Code Enforcement Officers Scott Anderson, Maureen Bennett, Gabino Cortes, Staci Dees, Lester Holly, Marianne Lopez, Catherine Martinez, Andrew Moss, Erika Nash and Marcos Pluas were sworn in to be under oath.

3. NEW BUSINESS

3.1. CE25-0365 - TG Alexis Flores & Erica Reese

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) were not present.

Hunter Street made a motion that this Board find Alexis Flores & Erica Reese violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and Marion County Land Development Code, Article 2, Division 22, Section 2.22.1, Right-of-way utilization; and that they be directed to clear the violation(s) on or before April 30, 2026, 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 Dennis Strow. Passed by unanimous decision.

3.2. 985228 - SA Evangelical Bible Mission Inc

Cleared and removed.

3.3. 996156 - SA DRZK LLC

Cleared and removed.

3.4. 991865 - ML Moorhouse Family Living Trust

Code Enforcement Manager Rohin Hough presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) were not present.

Dennis Strow made a motion that this Board find Moorhouse Family Living Trust violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles; however, the violation has been cleared, the violator(s) is (are) reminded that should any of the aforementioned violation(s) recur it(they) may be treated as a repeat violation(s). Second by Hunter Street. Passed by unanimous decision.

3.5. 998322 - ML DM Real Estate Services LLC

Cleared and removed.

3.6. CE25-0256 - MB Tammy Jean Esparza

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) was not present.

Dennis Strow made a motion that this Board find Tammy Jean Esparza 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, Zoning Classifications, Section 4.2.6 Requirements for all residential zoning classifications, by having accessory use and accessory building without a principal structure, and by occupying an RV in improper zoning; and that they be directed to clear the violation(s) on or before April 30, 2026, 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. CE26-0520 - MB Trevis Keith Walker & Brianne Crystal Walker

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) were not present.

After some discussion, the case was withdrawn.

3.8. 983617 - LH Charles E McDavid Jr

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) were not present.

Dennis Strow made a motion that this Board find Charles E McDavid Jr violated Marion County Code Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles; and that they be directed to clear the violation(s) on or before April 30, 2026, 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 Hunter Street. Passed by unanimous decision.

3.9. 985415 - LH Miguel Vicente Velazquez Sarmiento

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) were not present.

Dennis Strow made a motion that this Board find Miguel Vicente Velazquez Sarmiento violated Florida Building Code, Section 105.1 and Marion County Code Chapter 5.5, Article II, Sections 5.5-31(a) & (b) and 5.5-35 (b) Permit required; and Marion County Land Development Code, Article 4, Division 3, Section 4.3.27.D, Accessory structures, by having an accessory structure without a principal structure; and that they be directed to clear the violation(s) on or before April 30, 2026, 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 Hunter Street. Passed by unanimous decision.

3.10. 996339 - LH Michael Leathem Mehaffey & Amanda Nicole Adkins

Cleared and removed.

3.11. CE26-0607 - CM Ocala Freedom Investments LLC

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) were not present.

Hunter Street made a motion that this Board find Ocala Freedom Investments LLC violated Marion County Land Development Code, Article 2, Division 22, Section 2.22.1,

Right-of-way utilization; and that they be directed to clear the violation(s) on or before April 30, 2026, 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 Dennis Strow. Passed by unanimous decision.

3.12. CE26-0660 - CM Estela Living LLC

Code Enforcement Officer Catherine Martinez presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) Bianca Perez was present and gave testimony.

Dennis Strow made a motion that this Board find Estela Living LLC violated Marion County Land Development Code, Article 2, Division 22, Section 2.22.1, Right-of-Way utilization, and Marion County Land Development Code, Article 4, Division 4, Section 4.4.3, Prohibited signs; however, the violation(s) has been cleared, and the violator(s) is (are) reminded that should any of the aforementioned violation(s) recur it (they) may be treated as a repeat violation(s). Second by Hunter Street. Passed by unanimous decision.

3.13. CE26-0682 - CM Estela Living LLC

Code Enforcement Officer Catherine Martinez presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) Bianca Perez was present and gave testimony.

Dennis Strow made a motion that this Board find Estela Living LLC violated Marion County Land Development Code, Article 2, Division 22, Section 2.22.1, Right-of-Way utilization, and Marion County Land Development Code, Article 4, Division 4, Section 4.4.3, Prohibited signs erected on the public right-of-way; however, the violation(s) has been cleared, the violator(s) is (are) reminded that should any of the aforementioned violation(s) recur it (they) may be treated as a repeat violation(s). Second by Hunter Street. Passed by unanimous decision.

3.14. AO677392 - TS Frances Campbell

Cleared and removed.

3.15. 981396 - TS Justin C Morris

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) was not present.

Dennis Strow made a motion that this Board find Justin C Morris violated Marion County Land Development Code, Article 4, Division 2, Section 4.2.6, Requirements for all residential zoning classifications, by having accessory use without a principal structure; and Marion County Code, Chapter 2, Article V, Sections 2-205(c) and 2-207(a); Repeat violation; and that they be directed to clear the violation(s) on or before April 30, 2026, 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 Hunter Street. Passed by unanimous decision.

3.16. 991631 - TS Phillip J Schwingel

Code Enforcement Supervisor Tom Sapp presented the case, submitted proof of service, evidence, and gave testimony. Respondent's son Phillip Schwingel was present and gave testimony.

Hunter Street made a motion that this Board find Phillip J Schwingel violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles; and that they be directed to clear the violation(s) on or before April 30, 2026, 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 Dennis Strow. Passed by unanimous decision.

3.17. 995635 - TS **Ilberto Brutus**

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) was not present.

Hunter Street made a motion that this Board find Ilberto Brutus violated Marion County Code Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and Marion County Code Chapter 2, Article V, Section 2-205(c) & 2-207(a) Repeat violation; and that he be fined $500 for the repeat violation and further be directed to clear the violation(s) on or before April 30, 2026, 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 Dennis Strow. Passed by unanimous decision.

3.18. 997316 - TS **Randall J Charron & Nadine L Charron**

Code Enforcement Supervisor Tom Sapp presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) Randall J Charron was present and gave testimony.

Dennis Strow made a motion that this Board find Randall J Charron & Nadine L Charron violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles; and that they be directed to clear the violation(s) on or before April 30, 2026, 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 Hunter Street. Passed by unanimous decision.

3.19. CE25-0124 - TS **Linda D Williams**

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) was not present.

Dennis Strow made a motion that this Board find Linda D Williams 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 that they be directed to clear the violation(s) on or before April 30, 2026, 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.

3.20. 987314 - SD **GGAJI Investments LLC**

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) were not present.

Dennis Strow made a motion that this Board find GGAJI Investments LLC violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles; and that they be directed to clear the violation(s) on or before April 30, 2026, 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.

3.21. 991496 - SD **Clarissa Budzinski**

Cleared and removed.

3.22. 994992 - SD **Mikel Gilmartin & Christina Dunlap**

Code Enforcement Manager Robin Hough presented the case, submitted proof of service,

evidence, and gave testimony. Respondent(s) were not present.

Dennis Strow made a motion that this Board find Mikel Gilmartin & Christina Dunlap 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 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, 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 violation(s) on or before April 30, 2026, 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 Hunter Street. Passed by unanimous decision.

3.23. 995986 - SD **Charlotte Rich**

Cleared and removed.

3.24. 998611 - SD **RTF Properties LLC**

Cleared and removed.

3.25. CE25-0449 - SD **Real Planet No 38 LLC**

Code Enforcement Manager Rohin Hough presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) were not present.

Hunter Street made a motion that this Board find Real Planet No 38 LLC violated Marion County Code Chapter 16, Article I, Division 3, Section 16-61, Managing residential waste, by failing to to lawfully dispose of any solid waste generated on their property; however, the violation(s) has been cleared, and the violator(s) is (are) reminded that should any of the aforementioned violation(s) recur it (they) may be treated as a repeat violation(s). Second by Dennis Strow. Passed by unanimous decision.

4. OLD BUSINESS

4.1. 967297 - SL **Rachel A Trace, David Adams, Logan Adams & Jackson Adams**

Code Enforcement Supervisor Tom Sapp and complainant Jeffery Rogers-Crocker were present and gave testimony. Supervisor Sapp read a letter received from respondent Rachel Trace into the record.

Hunter Street made a motion that the Board continue the case to the May 13, 2026 code board hearing. Second by David Francis. Passed by 4-1 vote. Dennis Strow opposed.

5. 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 WAS CLEARED PER PRIOR ORDER. IF AN AFFIDAVIT OF CONTINUING VIOLATION HAS BEEN SUBMITTED, FINES MAY BE IMPOSED ON SUCH CASES AT THIS TIME.

5.1. 922487 - SL **Thomas A Brown**

Code Enforcement Supervisor Tom Sapp and respondent Thomas A Brown were present and gave testimony.

Hunter Street made a motion that the Board extend the compliance date to July 30, 2026 code board. Second by Dennis Strow. Passed by unanimous decision.

5.2. 934515 - SL **Joseph Castro & Cecilia Tapia**

Code Enforcement Supervisor Tom Sapp and respondent Joseph Castro were present and gave testimony.

Dennis Strow made a motion that the Board extend the compliance date to September 3, 2026 code board. Second by Hunter Street. Passed by unanimous decision.

5.3. 962973 - SA **Edward Hope Est**

Cleared per prior order.

5.4. 965306 - TS **Ronald Hubert 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 Dennis Strow. Passed by unanimous decision.

5.5. 967354 - TS **David Haskins & Miguel Serrata**

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 Dennis Strow. Passed by unanimous decision.

5.6. 968750 - SA **Next Dimension HQ LLC**

Cleared per prior order.

5.7 . 978406 - SA **Diana Lynn Ledlow**

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 Dennis Strow. Passed by unanimous decision.

5.8. 981738 - SA **Robert Emile Bruhl Jr**

Code Enforcement Officer Scott Anderson and respondent(s) Robert Emile Bruhl Jr were present and gave testimony.

Hunter Street made a motion that the Board extend the compliance date to April 30, 2026. Second by Dennis Strow. Passed by unanimous decision.

5.9. 982419 - SA **Cynthia Renee Mathews**

Cleared per prior order.

5.10. 984919 - SA **Donald Santangelo & Donna Santangelo**

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 Dennis Strow. Passed by unanimous decision.

5.11. 985756 - LH **Deliverance Revival Outreach Church Inc**

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 Dennis Strow. Passed by unanimous decision.

5.12. 987842 - SA **Priscilla Flanary**

Cleared per prior order.

5.13. 988853 - GC **John C Greenwald**

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 Dennis Strow. Passed by unanimous decision.

5.14. 991054 - SA **Marlene Dorta**

Cleared per prior order.

5.15. 993015 - RH **Martin R Helgerson Trust**

Cleared per prior order.

5.16. 993416 - ML **Veronica Gonzales**

Cleared per prior order.

5.17. 993945 - ML **Kevin A Humphrey**

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 Dennis Strow. Passed by unanimous decision.

5.18. 997065 - DD **Robert Hazlett**

Cleared per prior order.

5.19. CE26-0585-RH **Kenneth R Howard & Trailer Works of Central Florida LLC**

Cleared per prior order.

6. REQUEST TO APPEAR

6.1. 854448 - CR **David Chamblee & Lisa Chamblee**

Respondent(s) not present. Rescheduled.

7. REQUEST FOR REHEARING

7.1. 984942 - SA **Mariana Vanessa Figueroa & MDSTrucking LLC**

Code Enforcement Officer Scott Anderson and respondent(s) Mariana Vanessa Figueroa

were present and gave testimony.

Hunter Street made a motion that the Board rescind the fine imposed on its prior order dated December 12, 2025, provided the payment of the administrative costs be made on or before June 4, 2026. Second by David Francis. Passed by unanimous decision.

8. PUBLIC COMMENT

8.1. None

There being no further business, Hunter Street made a motion to adjourn. Second by Dennis Strow.

Passed by unanimous decision. The meeting was adjourned at 10:42 A.M.

Tom Gaver, Vice-Chairperson

Board Secretary

Adopted by the Board on this 13th day of May 2026.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23094 **Agenda Date:** 6/2/2026 **Agenda No.:** 14.4.2.

SUBJECT:
Development Review Committee (DRC) - May 4 and 11, 2026

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Development Review Committee (DRC) - May 4 and 11, 2026.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

Marion County

Development Review Committee

Meeting Minutes

412 SE 25th Ave
Ocala, FL 34471
Phone: 352-671-8686

Monday, May 4, 2026 **9:00 AM** **Office of the County Engineer**

MEMBERS OF THE PUBLIC ARE ADVISED THAT THIS MEETING / HEARING IS A PUBLIC PROCEEDING, AND THE CLERK TO THE BOARD IS MAKING AN AUDIO RECORDING OF THE PROCEEDINGS, AND ALL STATEMENTS MADE DURING THE PROCEEDINGS, WHICH RECORDING WILL BE A PUBLIC RECORD, SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW OF FLORIDA. BE AWARE, HOWEVER, THAT THE AUDIO RECORDING MAY NOT SATISFY THE REQUIREMENT FOR A VERBATIM TRANSCRIPT OF THE PROCEEDINGS, DESCRIBED IN THE NOTICE OF THIS MEETING, IN THE EVENT YOU DESIRE TO APPEAL ANY DECISION ADOPTED IN THIS PROCEEDING.

1. **ROLL CALL MEMBERS PRESENT:**
   Ken McCann, Vice Chairman (Fire Marshal)
   Michelle Fanelli (Building Safety)
   Steven Cohoon (County Engineer)
   Chuck Varadin (Growth Services Director)
   Tony Cunningham (Utilities Director)

   OTHERS PRESENT:
   Ken Weyrauch (Planning/Zoning)
   Kathleen Brugnoli (Planning/Zoning)
   Sarah Wells (Planning/Zoning)
   Kevin Vickers (Office of the County Engineer)
   Alexander Turnipseed (Office of the County Engineer)
   Michelle Sanders (911 Management)
   Linda Blackburn (Legal)
   Aaron Pool (Office of the County Engineer)
   Kelly Hathaway (Office of the County Engineer)
   Monica Baugher (Office of the County Engineer)

2. **PLEDGE OF ALLEGIANCE**

3. **ADOPT THE FOLLOWING MINUTES:**

   3.1. April 27, 2026

Motion by John Pearson to approve the minutes, seconded by Chuck Varadin
Motion carried 5-0

4. PUBLIC COMMENT

5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

5.1. OCALA CROSSINGS SOUTH PHASE 4 - Preliminary Plat
Parcel # 35623-005-00 #31381
Mastroserio Engineering, Inc.

Motion by John Pearson to approve the consent agenda, seconded by Tony Cunningham
Motion carried 5-0

6. SCHEDULED ITEMS:

6.1. Watching Park Farms- Agricultural Lot Split 000287- Waiver to County MSBU
Parcel # 20909-028-00 & 20909-031-00 #WaiverPIR-000325-2026
JCH Consulting Group, Inc.

LDC 2.16.1.B(8)(g) - Agricultural lot splits outside of the Urban Growth Boundary
CODE 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 requesting waiver to the County MSBU for an Agricultural Lot Split consisting of six (6) parcels divided from the parent parcels. Parcel No. 20909-028-00 and Parcel No.20909-031-00. There is already an HOA in place.

Motion by Steven Cohoon to approve under two conditions, 1) Legal agrees that parent parcel can be separate, 2) Documentation exists negating the apparent flag lot, seconded by Chuck Varadin
Motion carried 5-0

6.2. Arden of Ocala- Mass Grading Plan 000394 - Waiver to Mass Grading Plan in Review
Parcel # 9018-0000-06 & 37471-013-00 #WaiverPIR-000677-2026
Dave Schmitt Engineering, Inc.

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 request - Due to the site constraints, we are requesting a pond depth variance from 6 ft to 9 ft per the current plan. 1) The SJRWMD required a 20 ft maintenance berm on sides we have slope. 2) Since the pond doesn't recover the

full amount, we had to hold back-to-back 100 year/24-hour storm events, which they approved. 3) We back-to-back maintain a 75 ft distance from the current existing well on site.

Motion by Steven Cohoon to deny but staff will follow up with applicant, seconded by Chuck Varadin
Motion carried 5-0

6.3. Lowell Correctional Institute - Major Site Plan 33538 - Waiver to Major Site Plan in Review
Parcel #: 07399-083-00 # WaiverPIR-000620-2026
Kimley-Horn and Associates

LDC 6.4.7 and LDC 2.12.8
CODE states Vertical control shall be provided and meet the following: (1) All surveys submitted for the purpose of construction shall show a minimum of two bench marks per site. For linear construction, bench marks shall be set at 1,000-foot intervals. For large acreage sites, additional bench marks may be required by the County Surveyor, not to exceed a ratio of one bench mark per 20 acres. (2) Bench mark information shall be in a current datum approved by the Office of the County Engineer. (3) Plans shall have a statement or table detailing vertical datum and adjustment, including the origin points with name of the agency responsible for establishing the point, with the date of the field survey used to establish the vertical information shown. One copy of the vertical control field notes shall be submitted to the Office of the County Engineer for review. (4) When using stationing, all vertical control points shall be referenced to station and offset information. B. Horizontal control shall be provided and meet the following: (1) All surveys submitted for the purpose of construction shall show a minimum of two intervisible horizontal control points per site. For linear construction, horizontal control points shall be set at no greater than 1,000-foot intervals and at every change of direction. For large acreage sites, horizontal control points shall include all boundary corners and additional horizontal control points as may be required by the County Surveyor not to exceed a ratio of two intervisible horizontal control points per 20 acres. (2) Horizontal control points shall be monumented and referenced to the Florida State Plane Coordinate System based on a current datum approved by the Office of the County Engineer. (3) Florida State Plane Coordinate values shall be derived from redundant measurements that meet or exceed Third Order, Class I accuracy standards as set forth by the Federal Geodetic Control Committee (FGCC). (4) Plans shall have a statement or table detailing horizontal datum, adjustment, and coordinate values including the origin points with name of the agency responsible for establishing the point, with the date of the field survey used to establish the State Plane information shown. One copy of the horizontal control notes along with reduction reports shall be submitted to the Office of the County Engineer for review. (5) When using stationing, all control points shall be referenced to station and offset information. If multiple line stationing exists, the basis for the station and offsets shall be clearly defined. 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 exemption from survey requirements found in sections 6.4.7 and 2.12.8. The project a State Correctional Facility situated on State owned land. The property owner has informed us that state owned lands are exempt from these commented requirements.

Motion by Steven Cohoon to approve at their own risk, seconded by Ken McCann
Motion carried 5-0

DIVISION 8. - LANDSCAPING
CODE states The purpose and intent of this division is to provide landscaping guidelines establishing minimum standards and criteria for the design, installation, and maintenance of landscaping which enhances the aesthetic appearance of Marion County, complimenting the natural and built environments, reducing noise and glare, improving air and water quality, providing shade and habitat, and buffering the aspects of development.
APPLICANT - A waiver is sought from all landscape requirements. The project is a correctional facility. Landscaping is not allowed per State Correctional Department.

Motion by Chuck Varadin to approve, seconded by John Pearson
Motion carried 5-0

6.4. The Church on the Hill Entry Canopy- Major Site Plan 000493- Waiver to Major Site Plan
Parcel # 37229-000-00 #WaiverPIR-000675-2026
MCA Consulting Engineers, Inc.

LDC 2.21.1 Applicability
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 the lesser of 35 percent of the gross site area or 9,000 square feet; (2) The combined driveway trip generation meets or exceeds 50 peak hour vehicle trips; or (3) A 24-inch diameter pipe, its equivalent, or larger is utilized to discharge stormwater runoff from the project area.
APPLICANT request - the proposed improvement consists of a small, covered entry walkway and approximately 305 square feet of new asphalt to support the church's van drop-off area. The scope of work is limited in nature and does not increase intensity of use, modify traffic circulation, or require stormwater redesign beyond standard compliance. Based on staff's guidance, any increase in impervious area requires the site plan to be updated. We respectfully request a waiver from the Major Site Plan requirement so the project may be processed as a Minor Site Plan under Division 20 Sec. 2.20.1. We appreciate the County's assistance and are happy to provide any additional information needed to support this request.

Motion by Steven Cohoon to approve contingent that Stormwater's amended three standard conditions apply which are: 1) The applicant provides controls for the excess run-off generated by the 100-year 24-hr storm 2. A CO hold is in effect until the sketch of the proposed controls are submitted and approved 3) A final CO hold in effect until the applicant provides as-builts for stormwater controls, and that the waiver only applies to the 305-foot improvement area, seconded by Tony Cunningham
Motion carried 5-0

6.5. Wells Fargo Free Standing ATM - Waiver to Major Site Plan
Parcel #: 9009-0000-08 # WaiverSTA-000660-2026
Austin L. Hattaway Contracting, LLC

LDC 2.20.1.A and 2.21.1.A - Applicability
CODE states A. When any of the Minor Site Plan thresholds are exceeded, Major Site Plan is required. 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 the lesser of 35 percent of the gross site area or 9,000 square feet; (2) The combined driveway trip generation meets or exceeds 50 peak hour vehicle trips; or (3) A 24-inch diameter pipe, its equivalent, or larger is utilized to discharge stormwater runoff from the project area.
APPLICANT requests a waiver to the Major Site Plan and Minor Site Plan to go directly to building permitting stage.

Motion by Chuck Varadin to approve condition on providing Type C buffer required on Maricamp and placing trees appropriately for this area, seconded by John Pearson
Motion carried 5-0

6.6. Good News Church - Waiver to Major Site Plan
Parcel #: 29697-017-05 # WaiverSTA-000668-2026
Davis Dinkins Engineering

LDC 2.21.1.A - Major Site Plan
CODE states A. 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 the lesser of 35 percent of the gross site area or 9,000 square feet; (2) The combined driveway trip generation meets or exceeds 50 peak hour vehicle trips; or (3) A 24-inch diameter pipe, its equivalent, or larger is utilized to discharge stormwater runoff from the project area.
APPLICANT request - The church seeks to add a 12' x 24' (288 sf) prefabricated storage shed to the existing site. There are no trees being removed, no impact to buffers, access/traffic, or utilities and no impervious area being added (other than the 288 square foot rooftop that is considered impervious). Previous construction under an approved DRC Major Site plan (AR 16303) provided a drainage system with capacity beyond what was required by the permitted plan. This was

documented during the final close out of the permits by the as-built survey. Accordingly, there is no anticipated negative impact to the permitted system, or surrounding properties. There are no tree removals, access, or utility modifications required for the installation of the storage shed.

Motion by Steven Cohoon to approve, seconded by Chuck Varadin
Motion carried 5-0

7. CONCEPTUAL REVIEW ITEMS:

8. DISCUSSION ITEMS:

Mr. Varadin welcomed John Pearson (Building Safety Director) to the Development Review Committee.
Mr. Pool reminded the Committee to sign the previously approved final plat.

9. OTHER ITEMS:

Motion by John Pearson to adjourn, seconded by Tony Cunningham
Motion carried 5-0

10. ADJOURN: 9:40 AM

Ken McCann, Vice-Chairman

Attest:

Kelly Hathaway
Development Review Coordinator

Marion County

Development Review Committee

Meeting Minutes

412 SE 25th Ave
Ocala, FL 34471
Phone: 352-671-8686

Monday, May 11, 2026 **9:00 AM** **Office of the County Engineer**

MEMBERS OF THE PUBLIC ARE ADVISED THAT THIS MEETING / HEARING IS A PUBLIC PROCEEDING, AND THE CLERK TO THE BOARD IS MAKING AN AUDIO RECORDING OF THE PROCEEDINGS, AND ALL STATEMENTS MADE DURING THE PROCEEDINGS, WHICH RECORDING WILL BE A PUBLIC RECORD, SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW OF FLORIDA. BE AWARE, HOWEVER, THAT THE AUDIO RECORDING MAY NOT SATISFY THE REQUIREMENT FOR A VERBATIM TRANSCRIPT OF THE PROCEEDINGS, DESCRIBED IN THE NOTICE OF THIS MEETING, IN THE EVENT YOU DESIRE TO APPEAL ANY DECISION ADOPTED IN THIS PROCEEDING.

1. **ROLL CALL**

MEMBERS PRESENT:
Ken McCann, Vice Chairman (Fire Marshal)
John Pearson (Building Safety)
Steven Cohoon (County Engineer)
Cheryl Butler for Chuck Varadin (Growth Services Director)
Tony Cunningham (Utilities Director)

OTHERS PRESENT:
Ken Odom (Planning/Zoning)
Chris Rison (Planning/Zoning)
Liz Madeloni (Planning/Zoning)
Sarah Wells (Planning/Zoning)
Liz Cotos (Planning/Zoning)
Alexander Turnipseed (Office of the County Engineer)
Michelle Sanders (911 Management)
Linda Blackburn (Legal)
Aaron Pool (Office of the County Engineer)
Kelly Hathaway (Office of the County Engineer)
Kelsey Giesing (Office of the County Engineer)

2. **PLEDGE OF ALLEGIANCE**

3. **ADOPT THE FOLLOWING MINUTES:**

3.1. May 4, 2026

Motion by Tony Cunningham to approve the minutes, seconded by John Pearson
Motion carried 5-0

4. PUBLIC COMMENT

5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

5.1. Sallee Horse Vans - Major Site Plan
Parcel #13091-000-00 #MajorSite-000229-2026
Menadier Engineering

5.2. SW Hwy 484 Super Center - Major Site Plan
Parcel #41200-056-03 #33206
CPH Consulting, LLC

5.3. Via Paradisus Phase II - Preliminary Plat
Parcel #37370-000-00, 37375-067-00, 37375-000-05
#PrelimPlat-000318-2026
Clymer Farney Barley, LLC

5.4. Cypress Rd Industrial Park - Major Site Plan
Parcel #: 9029-0722-34 #33205
Culver Engineering, LLC

5.5. Calesa Township - Mass Grading Phase 4 - Mass Grading Plan
Parcel #35300-000-14, 35300-000-45 #MassGrade-000107-2025
Tillman & Associates Engineering, LLC

5.6 Skyworks - Major Site Plan
Parcel #: 13326-001-00 #33518
Clymer Farner Barley, Inc

Motion by John Pearson to approve the consent agenda, seconded by Cheryl Butler
Motion carried 5-0

6. SCHEDULED ITEMS:

6.1. Sandy Clay Residential Improvement Plan #000425 - Waiver to Improvement Plan in Review
Parcel #: 37896-000-00, 37896+000-0 #WaiverPIR-000738-2026
Tillman & Associates Engineering, LLC

LDC 6.12.9. H - Subdivision roads
CODE states Dead end roads shall not exceed 1,500 feet and shall have a cul-de-sac at the terminal end. Refer to details in Section 7.3.1. Dead end roads intended to provide future access to adjacent unplatted areas may be permitted without a cul-de-sac provided that no lots front thereon, the length does not exceed

1,500 feet, and appropriate temporary end-of-road markers are provided. **APPLICANT** requests a waiver to use the alternative provided. Dead end road without cul-de-sac. A hammerhead with dead end segments less than 150' in length have been provided as an alternative turn around.

Motion by Steven Cohoon to approve, seconded by Ken McCann
Motion carried 5-0

LDC 2.12.8 - Topographical Contours
CODE states Current boundary and topographic survey (one foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.
APPLICANT - A waiver is requested for survey more than 12 months old. The existing waiver requested for number of borings in DRAs 5 & 7. We have provided a survey from October 2022, and the project area has an approved mass grading plan. Active mass grading makes updating the survey impractical. An updated survey covering the DRA 5 & 7 area, and adjacent SE 92nd Loop and SE 110th Street Rd right of ways, was completed February 2026.

Motion by Steven Cohoon to approve, seconded by John Pearsonn
Motion carried 5-0

LDC 6.13.7 - Geotechnical Criteria
CODE states A. Methodology. The pattern and type of test borings shall be determined by the project engineer, geotechnical engineer, or geologist based on the project size, type, and complexity. (1) Infiltration/permeability rate tests shall follow methods acceptable to the governing State agency and shall be performed at the depth and location which will provide representative test results for use in the design of the retention/detention area. Soil identifications shall refer to the AASHTO Soil Classification System conforming to AASHTO Designation M 145-91. (2) Where visual reconnaissance, available published data, and/or initial borings suggest high karst sensitivity or lithologic variability, additional borings may be required if deemed necessary by the County Engineer or his designee. B. Minimum requirements. (1) Depth. Soil test borings shall be performed to a minimum depth of 10 feet below the proposed finished grade of the bottom of all retention/detention areas or the permanent pool elevation and once the data has been obtained the hole shall be backfilled and compacted. (2) 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. (3) Infiltration/permeability tests. For retention/detention areas utilizing percolation or infiltration in the design model, there shall be a minimum of two infiltration rate tests for each retention/detention area. Data used for soil permeability testing or infiltration analyses for the retention/detention areas shall be signed and sealed by a professional engineer or professional geologist for both data and procedural accuracy. (4) Aquifer parameters. The estimated seasonal high ground water elevation and confining layer shall be clearly identified. C. Design considerations. (1)

The estimated seasonal high water elevation and the confining layer shall be set no lower than the bottom of the boring for the purposes of stormwater system modeling. (2) The pond bottom elevation of a stormwater facility shall be designed a minimum of 1 foot above the estimated seasonal high water elevation. When the pond bottom is within 1 foot of the estimated seasonal high water elevation, a 50 percent reduction factor shall be used for percolation or ground water mounding analysis shall be included.

APPLICANT - Waiver requested for number of borings in DRAs 5 & 7. We have provided a survey from October 2022, and the project area has an approved mass grading plan. Active mass grading makes updating the survey impractical. An updated survey covering the DRA 5 & 7 area, and adjacent SE 92nd Loop and SE 110th Street Rd right of ways, was completed February 2026. One boring per acre rather than one boring for every 0.5 acre. The underlying soils are generally consistent, and the provided number of borings is sufficient to determine stormwater modeling parameters. No limestone was encountered in the DRA 5 & 7 area. Additionally, DRAs 5 & 7 are existing, constructed dry retention ponds that have been functioning without issue.

Motion by Steven Cohoon to approve, seconded by Cheryl Butler
Motion carried 5-0

6.2. Sandy Clay Residential - Preliminary Plat #000382 - Waiver to Preliminary Plat in Review
Parcel #: 37896-000-00, 37896+000-01 # WaiverPIR-000740-2026
Tillman & Associates Engineering, LLC

LDC 6.12.9 - 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 - Waiver requested for the roadway centerlines not meeting centerline radii for 30 mph design speed. Proposed curves warranting lower design speeds will have proper signage.

Motion by Steven Cohoon to approve, seconded by Tony Cunningham
Motion carried 5-0

2.12.8 Current Boundary & Topographical Contours
CODE states Current boundary and topographic survey (one foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.

APPLICANT - Request to use the current boundary and topographic survey included with the Mass Grading approval (AR #29724). The project is currently being mass graded per the approved plans. Obtaining an updated topographic survey is not feasible or beneficial due to the mass grading efforts.

Motion by Steven Cohoon to approve, seconded by John Pearson
Motion carried 5-0

LDC 2.1.3. - Order of plan approval
CODE states Plans listed below may be reviewed concurrently, but must be approved in the order listed below, when applicable and when the proper land use and zoning are in place: A. Master Plan. B. Preliminary Plat. C. Improvement Plan. D. Final Plat. E. Major Site Plan. However, a Major Site Plan can be substituted for the Improvement Plan and can be approved before approval of the Final Plat in cases when the infrastructure improvements supporting the plat are proposed as part of the Major Site Plan application.
APPLICANT - Request to allow for approval of the Preliminary Plat prior to the Master Plan. The Master Plan has been reviewed by staff twice with only two comments remaining, one being a current survey. The Developer understands that moving forward will be at their own risk.

Motion by Steven Cohoon to deny, seconded by Ken McCann
Motion carried 5-0

6.3. Sandy Clay Residential - Master Plan #000338 - Waiver to Master Plan in Review
Parcel #: 37896-000-00 # WaiverPIR-000739-2026
Tillman & Associates Engineering, LLC

LDC 2.12.8 Current Boundary & Topographical Contours
CODE states Current boundary and topographic survey (one foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.
APPLICANT - Request to use the current boundary and topographic survey included with the Mass Grading approval (AR #29724). The project is currently being mass graded per the approved plans. Obtaining an updated topographic survey is not feasible or beneficial due to the mass grading efforts.

Motion by Steven Cohoon to approve, seconded by John Pearson
Motion carried 5-0

6.4. Maricamp Road at SE 55th Pl Signalization Improvements - Improvement Plan Offsite - Waiver to Improvement Plan in Review
Parcel #: 37471-000-00 WaiverPIR-000705-2026
Kimley-Horn and Associates

LDC 2.12.8. - Current boundary and topographic survey
CODE states Current boundary and topographic survey (one foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.
APPLICANT requests waiver to use a survey older than 12 months. The existing

improvements depicted on the survey and topographic data remain accurate.

Motion by Steven Cohoon to approve, seconded by Tony Cunningham
Motion carried 5-0

6.5. Life Tabernacle Church- Waiver to Major Site Plan
Parcel # 24261-001-00 #WaiverSTA-000714-2026
Jennifer's Permitting Service, LLC

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. (2) The combined driveway trip generation meets or exceeds 50 peak hour vehicle trips. (3) A 24-inch diameter pipe, its equivalent, or larger, is utilized to discharge stormwater runoff from the project area.
APPLICANT requests waiver from Major Site Plan to Minor Site Plan to install 6000 sf pole barn. The site impervious coverage will become 21.17 ISR; (60, 307 existing + 6000 proposed).

Motion by Steven Cohoon to approve contingent on applicant working with Stormwater staff under the following conditions: 1) The applicant must provide stormwater control of the additional runoff from the impervious coverage at the 100-year, 24-hour storm from the total impervious overage on the property. 2) A permit hold will be in effect until a sketch of the proposed stormwater controls is provided to Stormwater and approved. 3) A Certification Hold will be in effect until: a) Stormwater staff conducts a final inspection. Please note that stormwater controls and all disturbed areas must have vegetative cover established at time of final inspection. b) The applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Ken McCann
Motion carried 5-0

6.6. Fifth Third Bank Mulberry The Villages - Major Site Plan 000405-2026 - Waiver to Major Site Plan in Review
Parcel #: 6722-200-001 # WaiverPIR-000734-2026
BDG Architects

LDC 6.12.12. D - 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 request - in lieu of construction, we are requesting to pay the sidewalk fee to satisfy the comment made by Chris (Transportation).

Motion by Steven Cohoon to approve, seconded by John Pearson
Motion carried 5-0

6.7. Harper Pole Barn- Waiver to Major Site Plan
Parcel # 39276-000-00 #WaiverSTA-000704-2026
Troy Baltutat

LDC 2.21.1. - Applicability
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 the lesser of 35 percent of the gross site area or 9,000 square feet; (2)The combined driveway trip generation meets or exceeds 50 peak hour vehicle trips; or (3) A 24-inch diameter pipe, its equivalent, or larger is utilized to discharge stormwater runoff from the project area.
APPLICANT request - referencing BLDC-26-04-00980, due to the increase of 1440 sf for a total of 29,533 sf of impervious materials a DRC stamped site plan is being requested by zoning. Because this structure is an open pole barn, there will be no significant changes in grading, drainage, etc. to the existing Major Site Plan for the parcel therefore we are requesting a waiver to a Major Site Plan.

Motion by Steven Cohoon to deny, seconded by Cheryl Butler
Motion carried 5-0

6.8. Leighton Estates Duplex- Waiver to Major Site Plan
Parcel # 3570-012-004 #WaiverSTA-000672-2026
NZG Capital, LLC

LDC 4.2.11.C Multiple-Family Dwelling (R-3) zoning classification
CODE states Property Development Regulations. See table 4.2-4 and figure 4.2-2 below. Table 4.2-4. shows width (100 feet) and Figure 4.2-2 shows setback parameters for front, sides, and rear.
APPLICANT request - I would like to build a duplex on the referenced parcel. In order to do this, I need 100 feet on the frontage width, which I do not, I have 80 feet, so I was told by development review staff at a Thursday meeting to send in this request. I should mention that the surrounding parcels, similar in size, have had duplexes built on them in the last year.

Motion by Tony Cunningham to table and be brought back within three weeks, seconded by Cheryl
Motion carried 5-0

7. CONCEPTUAL REVIEW ITEMS:

8. DISCUSSION ITEMS:

Mr. Cohoon discussed items that came to the DRC Meeting but were inappropriate to be heard.

9. OTHER ITEMS:

Motion by John Pearson to adjourn, seconded by Tony Cunningham
Motion carried 5-0

10. ADJOURN:

Ken McCann, Vice-Chairman

Attest:

Kelly Hathaway
Development Review Coordinator

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23095 **Agenda Date:** 6/2/2026 **Agenda No.:** 14.4.3.

SUBJECT:
Land Development Regulation Committee - April 15, 2026

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Land Development Regulation Committee - April 15, 2026.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

The Marion County Land Development Regulation Commission met on April 15, 2026, at 5:30 p.m. in the Growth Services Main Training Room, 2710 E Silver Springs Blvd, Ocala, Florida.

CALL TO ORDER

Chairman David Tillman called the meeting to order at 5:34 p.m.

ROLL CALL & PLEDGE OF ALLEGIANCE

Kimberly Lamb called roll, and the quorum was confirmed.
Board members present were Chairman David Tillman, Richard Busche, Gene Losito, and Nate Chambers.

Staff members present were Chief Assistant County Attorney Dana Olesky, Assistant County Administrator Tracy Straub, Growth Services Director Chuck Varadin, Growth Services Deputy Director Ken Weyrauch, Planner Kathleen Brugnoli, Development Review Coordinator Elizabeth Madeloni, County Engineer Steven Cohoon, and Administrative Staff Assistant Kimberly Lamb.

Chairman David Tillman led the Pledge of Allegiance.

ACKNOWLEDGEMENT OF PROOF OF PUBLICATION

Kimberly Lamb read the Proof of Publication and advised that the meeting was properly advertised.

1. ADOPT THE FOLLOWING MINUTES

LDRC Board Member Richard Busche made a motion to adopt the minutes from the March 25, 2026, meeting. The motion was seconded by Board Member Gene Losito. The motion passed unanimously (4-0).

2. SCHEDULED ITEMS

2.1 Workshop: Discussion of the proposed Marion County Land Development Code (LDC) Amendments Presented by Staff. The LDRC will Review and Provide Recommendations Regarding Section 4.3.6 Manufactured Home, Park Trailer, and Recreational Vehicle Regulations

Kathleen Brugnoli, Planner, opened the discussion regarding this item.

LDRC Board Members voiced their recommendations and comments regarding the current language.

The Board agreed that more discussion on the language was needed and will bring the item back to the May 6, 2026, Workshop.

2.2 Workshop: Discussion for Proposed Marion County Land Development Code (LDC) Amendments Presented by Staff. The LDRC will Review and Provide Recommendations Regarding Section 4.3.11 Mining and Excavation

Ken Weyrauch, Deputy Director, opened the discussion regarding this item.

LDRC Board Members voiced their recommendations and comments regarding the current language.

Chuck Varadin, Growth Services Director, and Steven Cohoon, County Engineer, added additional comments.

The Board agreed that more discussion on the language was needed and will bring the item back to the May 6, 2026, Workshop.

LDRC Board Member Rick Busche made a motion, which was seconded by Board Member Nate Chambers. The motion passed unanimously (4-0).

2.3. Workshop: Discussion of the Proposed Marion County Land Development Code (LDC) Amendments Presented by Staff. The LDRC will Review and Provide Recommendations Regarding Article 2 Division 15 Mass Grading

LDRC Board Members voiced their recommendations and comments regarding the current language.

The Board agreed that more discussion on the language was needed and will bring the item back to the May 6, 2026 Workshop.

LDRC Board Member Nate Chambers made a motion, which was seconded by Board Member Gene Losito. The motion passed unanimously (4-0).

3. NEW BUSINESS

3.1 Next LDRC Workshop will be scheduled for May 6, 2026

ADJOURNMENT

The workshop adjourned at 6:40 p.m.

David Tillman, Chairman

Attest:

Gene Losito, Vice Chairman

Kimberly Lamb, Administrative Staff Assistant

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23096 **Agenda Date:** 6/2/2026 **Agenda No.:** 14.4.4.

SUBJECT:
Tourist Development Council - April 23, 2026

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Tourist Development Council - April 23, 2026.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

Tourist Development Council Regular Meeting

Ocala/Marion County Visitor & Convention Bureau

109 W Silver Springs Blvd.

Ocala, FL 34475

Thursday, April 23, 2026

9:00 a.m.

The regularly scheduled meeting for the Tourist Development Council was held both in person and via Teams.

Mr. Christopher Fernandez read into the record, members of the public are advised that this meeting/hearing is a public proceeding, and the clerk to the board is making an audio recording of the proceedings, and all statements made during the proceedings, which recording will be a public record, subject to disclosure under the public records law of Florida. Be aware, however, that the audio recording may not satisfy the requirement for a verbatim transcript of the proceedings, described in the notice of this meeting, in the event you desire to appeal any decision adopted in this proceeding.

Roll Call

Present:

Rus Adams, Doug Cone, Commissioner Ron Livsey, Councilmember Barry Mansfield, Commissioner Michelle Stone, Bobby Walker, Christopher Fernandez.

Staff:

Loretta Shaffer, Sky Wheeler, DeeDee Busbee, Bryan Day, Jessica Heller, Corry Locke, Samantha Solomon, Heidi Villagomez, Candace Shelton, Coleen Robinson

Guests:

Isiah Lewis, Downs and St. Germain Research; Meagan Gumpert, Avera Visuals; Tammy McCann, Marion County Tax Collectors Office; Paresh Chhotu, Hilton Garden Inn; Jaye Baillie, Marion Cultural Alliance; Manish Chaudhai, Holiday Inn Express & Suites

Notice of Publication

Notice was published on the County Website on January 5, 2026, including Teams information.

Approval of Minutes

A motion was made by Rus Adams, seconded by Doug Cone, to adopt the minutes from the March 26, 2026 Tourist Development Council Meeting. The motion was unanimously approved by the council (7-0).

Acknowledgement of Financials – March 2026

A motion was made by Commissioner Michelle Stone, seconded by Rus Adams, to review and approve the March 2026 Financials. The motion was unanimously approved by the council (7-0)

Report from Chair

Presentation: Tourist Development Tax Collection Update, Marion County Deputy Tax Collector, Tammy McCann

Mr. Christopher Fernandez welcomed Ms. Tammy McCann, Marion County Deputy Tax Collector, to provide an update on Tourist Development Tax Collections.

Ms. McCann reported that there have been positive trends in collections with an increase in short-term rentals. Comparing the January-March 2025 quarter to the same period in 2026 collections from short term rentals had increased by $148,000. She explained that this increase coincided with the utilization of Deckard Technologies which was implemented in February of 2025. Ms. McCann further reported that from January to March 2026, the number of short-term rental accounts had increased by 92 with less than 10 accounts becoming inactive during that period. She explained that accounts may become inactive due to seasonal rental patterns and many of those accounts are expected to resume activity during the winter season. She added that traditional lodging including hotels and motels remained the largest contributor to Tourist Development Tax collections, accounting for approximately 80% of total collections.

Ms. McCann then provided an update on a recent event conducted by the Tax Collector's Office in collaboration with the Tourist Development Department. She stated that a "meet and greet/meet and teach" event was held the day prior to the meeting, with approximately 17 attendees. While attendance was much smaller than expected she noted that they received positive feedback about the event. Attendees noted that they appreciated the length of the session and presentations were well received, particularly the fire prevention presentation which provided valuable information for property owners on how to protect their investment. Attendees also appreciated being able to learn more about the Tourist Development Department and its role in supporting tourism and visitor services within the County. She noted that the event provided valuable networking opportunities for short-term rental operators, allowing them to share ideas. She added that staff is considering hosting additional sessions in the future, including alternative times such as afternoon or evening meetings, to better accommodate participants with standard work schedules. Ms. McCann concluded her presentation and opened the floor for questions.

Commissioner Michelle Stone inquired about a slight year over year decrease in collections from RV parks and campgrounds, noting the seemed unusual. She asked whether the Tax Collectors Office keeps track of specific accounts that are lost.

Ms. McCann explained that some of the decreases are attributable to properties transitioning to long-term rentals. She stated that if more than 50% of an RV park or mobile home park is

occupied by long-term residents, those properties are no longer required to remit Tourist Development Tax, resulting in a reduction in reported collections within that category.

Commissioner Stone thanked Ms. McCann for the clarification.

Ms. Loretta Shaffer commended Ms. McCann on the previous day's event noting that it was very informative.

Mr. Fernandez thanked Ms. McCann for her presentation and invited Ms. Sky Wheeler to proceed with the next presentation.

TDT Collection/STR and Key Data Update

Ms. Sky Wheeler explained that following the previous Tourist Development Council meeting the agenda was adjusted to present the TDT Collection, Smith Travel Research and Key Data reporting after Ms. McCann's presentation as these metrics are closely related. She noted that, with the transition to new chairmanship, it was an appropriate time to restructure the reporting format. Moving forward, she stated that after the Tax Collector's presentation, staff would provide an overview of TDT collections along with occupancy, average daily rate, and revenue per available room trends. Ms. Wheeler advised that Council members had been provided with a handout summarizing trend data, noting that Visit Florida's statewide data was released after agenda publication therefore a hard copy of the data had been distributed at each seat.

She reported that for the March reporting period which reflected February revenues, TDT collections totaled $701,573.80. This represents a year over year increase of $52,404.43 or 8.07%. Ms. Wheeler also noted that corrections made by the Tax Collector's Office to prior data are now reflected in the reporting, and future comparisons will be based on these updated figures.

Ms. Wheeler then reviewed the Smith Travel Research data for Marion County for the month of March. She noted that the County's data is represented by the blue line, statewide data by Visit Florida is represented by the orange line, and short-term rental data (Key Data) is represented by the gray line. Ms. Wheeler stated the blue line on the graph represented occupancy for the month of March which was at 68.1%, a decrease of 3.8% year over year. Average daily rate was $143.21, a decrease of 5.6%, and revenue per available room was $97.56, a decrease of 9.2% year over year. For the running twelve months occupancy decreased by 8.5%, average daily rate decreased by 5.3% and RevPAR decreased by 14.2%. Ms. Wheeler emphasized that the decreases should be considered in context, noting that lodging supply increased by 7.9% while demand still grew by 3.2%. She explained that these factors must be evaluated together, as increases in supply can impact occupancy and rate metrics even when overall demand is rising. She then reviewed the statewide data represented by the orange line on the graph, noting that this data is Smith Travel Research data obtained by Visit Florida. Occupancy was 78.3%, an

increase of 1.1% year over year. Average daily rate was $252.19, an increase of 5.4%, and RevPAR was $197.47, an increase of 6.5% year over year.

Ms. Wheeler next reviewed Key Data metrics for short-term rentals, clarifying that this data is used solely for tracking market trends and is not directly connected to the Tax Collector's compliance system though they do use similar technologies. For March, short-term rental occupancy was 55.7%, an increase of 7% year over year. Average daily rate was $248, which remained flat, and RevPAR was $113, an increase of $10. Nights available totaled 5,621, representing a 2% decrease from the prior year. For the running twelve months, short-term rental occupancy decreased by 8%, ADR decreased by 2% and RevPAR decreased by 5%. Ms. Wheeler noted that for the third consecutive month nights available decreased by 2% indicating a normalization in the short-term rental space from the previous trend of continuous growth in available inventory. She explained that this may be attributed to increased compliance efforts by the Tax Collector's Office, as well as market factors such as property owners exiting the short-term rental market, selling their properties or converting properties for other uses, including long-term housing. Ms. Wheeler concluded her presentation and asked if there were any questions related to the data.

Mr. Doug Cone asked that Ms. Wheeler revisit the Tax Collection data requesting clarification on the rolling twelve month Tourist Development Tax figures and asked whether the approximately $700,000 monthly figure represents a steady trend or if an average is calculated over time. Ms. Wheeler further explained that while the Council's report reflects aggregated data, the Tax Collector's Office produces a more detailed report included in the agenda packet. She noted that this report provides a more granular breakdown, including total rental receipts, exempted receipts, taxable amounts, and any adjustments, and may better address specific questions related to collections.

Mr. Cone asked whether an annual total is included in the report.

Ms. McCann confirmed that an annual total is calculated at the end of the year.

Ms. Wheeler added that staff could modify the report to include a rolling twelve-month total moving forward. She noted that the report would include clarification indicating that the total reflects a rolling calendar-year figure rather than a fiscal-year total. Ms. Wheeler confirmed that the updated format would be presented at a future meeting and asked if there were any additional questions.

No further discussion or questions were brought forth.

Funding Requests

Cal Ripken T-Ball/Rookie B State Tournament (June 2026 – Date Change)

Mr. Christopher Fernandez presented a date change request for the Cal Ripken T-Ball/Rookie B State Tournament and read into the record "the funding request date change met all of the

criteria for consent consideration under Resolution 25-R-219 which governs the four funding programs".

A motion was made by Councilmember Barry Mansfield, seconded by Commissioner Ron Livsey, to approve the date change for the Cal Ripken T-Ball/Rookie B State Tournament for recommendation to the Marion County Board of County Commissioners.

Mr. Fernandez then invited Ms. Loretta Shaffer to present the staff updates.

Staff Updates

Proposed Budget for Fiscal Year 2026-2027

Ms. Loretta Shaffer introduced the proposed budget for Fiscal Year 2026–2027, noting that this is the time of year when staff begins presenting budget recommendations to administration and the Tourist Development Council in preparation for submission to the Marion County Board of County Commissioners in July. She advised that Ms. Wheeler would present the proposed budget, as she does annually, and emphasized that the budget remains in a preliminary stage. Ms. Shaffer noted that there is still flexibility for adjustments, with additional opportunities for review and modification in May and June. She encouraged Council members to provide feedback and recommendations.

Ms. Wheeler directed the Council's attention to the agenda item cover page on page 74 of the published agenda. She advised the draft budget being presented was generated by the County's Budget Department on March 27, 2026. Staff then met with County Administration on April 13, 2026 to review the budget. Ms. Wheeler provided an overview of the County's budget development process, noting that it is a multi-step, collaborative effort that begins at the start of the calendar year and involves ongoing coordination between departmental staff, the Budget Office, and County Administration. She stated that the Budget Office handles reconciling accounts and reviewing revenues and projections while staff develops the proposed budget based on the department's anticipated expenditures, upcoming projects as well as alignment with both departmental and countywide strategic initiatives. She advised that following development of the draft budget, staff meets with County Administration to ensure there are no further edits or clarifications needed. Ms. Wheeler noted that following the initial submission, two updates were identified that are not reflected in the printed budget documents included in the agenda packet but have been noted on the agenda cover page. She went on to state that funds were added to the contract services line item bringing the total budgeted amount to $182,613. This was done to support the structural maintenance of the South Gateway and County line markers. She further stated that a vendor, Oasis, which is a Florida Department of Transportation (FDOT) contractor has submitted a price proposal for the work which would include conducting monthly inspections of the bridge to ensure the features are safe and conducting power washing on both fixtures bi-annually. She noted that a significant portion of the associated cost is related to traffic control requirements necessary to safely perform the work. Ms. Wheeler stated for the record that the total value for that

contract was $110,410. The second update was made to line item 552106 which is the computer software line item, bringing the total budgeted amount to $217,654. This was done to account for additional expenses associated with Tyler which is the County's enterprise resource planning system used to manage financial and budgetary records. Ms. Wheeler likened Tyler to QuickBooks typically used by small businesses. She advised the system is undergoing a transition to a cloud-based platform, resulting in a necessary cost increase.

Ms. Wheeler then transitioned to review the budget document directing the Council's attention to several items for consideration. She explained that the budget development process involves multiple entities, including County Administration, which oversees departmental operations under the direction of the Board of County Commissioners, as well as the Clerk of Court's Office, which manages both the Budget Office and the Finance Office under the purview of Clerk Gregory Harrell, Marion County Clerk and Comptroller. Ms. Wheeler clarified that the Budget Office is responsible for planning and projecting expenditures, while the Finance Office focuses on tracking actual spending, coding expenditures, and ensuring proper allocation of funds. Ms. Wheeler noted that differences can occur between projected budgets and actual expenditures, as spending may be reallocated throughout the fiscal year based on operational needs. To further explain this, she likened the reallocation process to transferring funds between personal accounts to fund different items. She stated that staff worked closely with a staff accountant in the Finance Office to review detailed expenditures from the previous fiscal year. This allowed staff to improve accuracy by moving funds to the appropriate budget categories. She explained that this proactive approach helps reduce the need for future budget amendments, which would otherwise require formal action by the Board of County Commissioners. While such adjustments are sometimes necessary, Ms. Wheeler noted that recurring corrections indicate an opportunity to improve the accuracy of initial budget planning.

Mr. Doug Cone asked if the changes being presented primarily involved reallocating expenses to the appropriate line items.

Ms. Wheeler confirmed that the adjustments did not change the overall funded amounts but instead ensured budgeted expenditures were categorized within the correct line items. Ms. Wheeler then provided further clarification using examples from specific budget line items. She highlighted line item 531109, professional services, which had a significant decrease from the previous years amended budget of $1.9 million and was now $502,500. She explained that media buying services are managed through a contracted vendor, Miles Partnership, where the department pays only a percentage of the total value of the media plan directly to the vendor for professional services with the remaining media placement costs paid as a service fee directly to the to the entity where the placement is being done for example Meta or Google. The service fees paid directly to the placement platform is considered a promotional activity. This distinction created a large increase in the promotional activities line item as a result of direct placements being paid from this budget category. Ms. Wheeler advised that for the remainder of the presentation she would not review each individual line item but would cover

those items that had significant changes. She noted, however, that she could answer any questions that were raised regarding any items on the proposed budget. Ms. Wheeler went on to review an increase in the contract services line item which was partially attributable to the structural maintenance of the gateway as previously discussed as well as landscape maintenance, which was a separate contract with Grandview Landscape. She explained that this separate contract with a vendor provides ongoing landscaping services for the gateway feature and surrounding areas, which had not been included in the prior year's budget. Ms. Wheeler then reviewed promotional activities, noting that this remains the department's largest line item, consistent with its role as a destination marketing organization. She reported that promotional activities increased by approximately $756,000 compared to the prior year's adopted budget. She explained that this increase is largely due to the reallocation of direct media placement costs into this category.

Ms. Wheeler further clarified the differences between adopted, amended and requested budget figures. She explained that the adopted budget reflects the amount approved by the Board of County Commissioners during annual public hearings in September, while the amended budget reflects any adjustments made throughout the fiscal year. She stated that requested budget represents the proposed funding for the upcoming fiscal year, noting that the budget being presented to the Council was at the 'requested stage'. Ms. Wheeler stated that the department had budgeted $2.7 million for promotional activities that had been adopted for the current fiscal year. She reiterated that there had been a significant change of just over $750,000 for direct media placement costs. She added that the total media plan value exceeds the increase reflected in this line item noting that the media plan was valued at a total of $1.75 million. Ms. Wheeler mentioned that these changes reflect how the department has streamlined its budget to more accurately align with requirements from the Finance Department.

Ms. Wheeler went on to explain that the department operates as a special revenue fund and is not supported by the County's general fund. She explained that this structure allows the department to some additional budget flexibility that other departments do not have, particularly in the ability to approve funding commitments that extend beyond the current fiscal year. She noted that when sales opportunities are presented by staff, the Council may approve contracts for future years, and those funds are then reappropriated accordingly. This ensures that current funding decisions do not negatively impact future budgets. Ms. Wheeler highlighted the importance of the allocation report provided monthly by the sales team, which tracks funds that have already been committed and ensures transparency in available funding. Ms. Wheeler further stated that the proposed budget maintains consistent funding for the department's established programs, including $500,000 for bid fee funding, $300,000 for room night generating funding, $30,000 for meeting rewards funding, $100,000 for arts and cultural destination enhancement funding, and $75,000 for marketing assistance funding. She explained that reappropriations are a routine part of the budget process and reflect previously approved commitments that extend into future fiscal years. As an example, Ms. Wheeler noted that in

the current fiscal year, approximately $653,000 was reappropriated for bid fee funding and $91,000 for room night generating funding to support obligations already approved by the Council. Ms. Wheeler added that staff has evaluated alternative approaches to structuring these funds; however, due to audit and accounting requirements, the current method remains the most appropriate. Ms. Wheeler asked if there were any questions regarding promotional activities, noting she was happy to provide additional detail while being mindful not to overwhelm the Council. No questions were raised and Ms. Wheeler went on to address the increase in line item 552106, computer software. She stated the change in this line item may initially raise questions; however, the changes are primarily the result of reallocating existing expenses rather than an increase in new or existing expenses. She provided examples, including social media management platforms such as Sprout Social and other digital tools to include the department's online store, which, while supporting promotional efforts, are fundamentally software-based services and therefore more appropriately categorized under this line item. Ms. Wheeler also noted the inclusion of new initiatives within this category, including the launch of an online store platform and the implementation of a tourism booking platform, Tourism Exchange which is designed to enhance Marion County's accessibility to both domestic and international travelers. She explained that this initiative aligns with broader efforts made in partnership with Visit Florida to support tour operator engagement and improve the destination's bookability. Additionally, Ms. Wheeler explained that Smith Travel Research where the Council receives its monthly STR data report, was previously considered a contract service but has been reclassified as software due to their transition to web-based dashboard systems. She also referenced digital tools to include immersive website content platforms such as Threshold 360, noting that while these support marketing efforts, they are maintained as software systems and are therefore categorized accordingly. Ms. Wheeler went on to highlight a new line item, 552107, clothing and apparel. She stated that this category had not been included in prior budgets. She explained that this line item accounts for branded apparel worn by staff, such as polos and jackets used at trade shows and official events. Ms. Wheeler clarified that while branded clothing supports promotional efforts, items worn by staff are classified as uniforms for accounting purposes. In contrast, branded items distributed externally for marketing purposes remain categorized under promotional activities.

Ms. Wheeler then directed the Council to the capital section of the budget, noting that no capital projects were anticipated for fiscal year 2027. She clarified, however, that this does not preclude future capital items from being brought before the Council and the Board of County Commissioners, particularly in relation to the North Gateway project. Ms. Wheeler reminded the Council that an initial escrow payment of just over $3.35 million was previously made to support the North Gateway project, as required by FDOT to initiate the bidding process. She noted that approximately $2.2 million remains reserved and earmarked toward the project's future costs. She added that final construction costs are still being determined and that updated figures will be presented to the Council once they are available. Ms. Wheeler then reviewed the reserve for tourism initiatives, explaining that, as a special revenue fund, the

department does not operate under a "use it or lose it" structure that exists with the general fund. Instead, unspent funds are restricted and placed into reserves to be used for future tourism-related initiatives. She emphasized that these funds cannot be expended without specific action by the Tourist Development Council and approval by the Board of County Commissioners. She explained that reserve funds may be allocated through budget amendments to support capital projects or other initiatives as needed. Ms. Wheeler noted that the balance in this reserve has decreased over time, reflecting the Council's use of funds to support projects such as the South Gateway and improvements at the Rotary Sportsplex, including the installation of turf fields to enhance tournament capacity. Ms. Wheeler also referenced the reserve for contingencies and reserve for cash to be carried forward, noting that these accounts provide flexibility to address unexpected needs or support strategic investments. She provided an example in which $500,000 was transferred from reserves to the general fund to support the Rotary Sportsplex improvements. She concluded by noting that the budget is structured to balance revenues and expenditures, with reserve allocations reflected as expenditures for accounting purposes; however, those funds are not utilized without formal approval from the Council and the Board of County Commissioners. Ms. Wheeler concluded her presentation and asked if there were any questions.

Commissioner Michelle Stone asked whether any investment earnings generated and held by the Clerk's Office were returned to the department fund.

Ms. Wheeler confirmed that investment earnings are included on the revenue side of the budget and are tracked and reconciled by the Budget and Finance Office. She explained that any residual funds generated flow back into the reserve accounts. Ms. Wheeler noted that specific Council action would be required to allocate those funds for expenditure. She advised she could quickly research what the projected return would be.

Commissioner Stone provided additional context regarding the investment of funds, noting that such investments are governed by state statute and are managed conservatively. She explained that the Clerk of the Court serves as the custodian of the funds and that the Board of County Commissioners does not have direct access to those funds without coordination through the Clerk's Office. She added that the funds are individually managed on behalf of the Tourist Development Council and that the County utilizes an external investment group to manage these accounts.

Ms. Wheeler responded that while investment earnings are tracked within the system, she did not have the finalized figures readily available at the time of the meeting and would need to confirm the details with the appropriate staff. She noted that the budget is currently in the review phase with County Administration and will return to the Budget Department for finalization before being presented back to the Council.

Commissioner Stone emphasized the complexity of the budget process, noting that there are many moving facets and timelines for this and other departments.

Ms. Wheeler agreed and further explained that during the odd months of the year the budget was being reviewed and revised at the department level while during the even months it would be reviewed by the Budget department. She stated that the staff works closely with the Budget and Finance teams and emphasized the value of their support. Ms. Wheeler expressed appreciation for the Finance Department's efforts in reviewing detailed expenditures and assisting with properly aligning budget line items during the preparation process. She noted that this collaboration improves efficiency, enhances accuracy, and reduces the need for future budget amendments.

Commissioner Stone asked Ms. Wheeler for clarification on whether the Finance Department referenced was part of the Clerk of the Court's Office.

Ms. Wheeler confirmed that the Finance Department referenced was a part of the Clerk's Office under the leadership of Clerk Harrell with Jennifer Cole being the Finance Department Director and included a number of staff accountants who review expenditures and ensure budget alignment. She then opened the floor for additional questions.

No questions were raised.

Mr. Christopher Fernandez thanked Ms. Wheeler for the presentation and commended the collaboration between departments.

A motion was made by Councilmember Barry Mansfield, seconded by Bobby Walker, to approve the fiscal year 2026-2027 budget for recommendation to the Marion County Board of County Commissioners. The motion was unanimously approved by the council (7-0).

Mr. Fernandez invited Ms. Shaffer to continue with additional staff updates.

Ms. Shaffer introduced Ms. Jessica Heller to present the Marketing and Communications Updates. She stated that Ms. Heller had recently returned from a media mission and has been diligently working on the America 250 initiative.

Marketing and Communications Updates

Ms. Heller provided an overview of the Marketing and Communications Updates, noting that the presentation would cover current running media to include print, billboards and digital media advertising. She stated that the statistics presented included performance metrics such as impressions and clicks for the month of March. Ms. Heller reviewed the industry and advocacy communications section, which outlines departmental involvement in community engagement efforts, including events attended, presentations conducted, and ribbon cuttings supported. She noted that these activities reflect ongoing efforts to promote and advocate for tourism within Marion County. She also highlighted the public relations section of the report, which included recent press activity and hosted media visits. Ms. Heller reported that a press trip from Mexico was conducted in partnership with Visit Florida in March, followed by a Canadian press trip hosted within the destination. She acknowledged staff including Ms. Heidi

Villagomez who contributed significantly to the coordination of the press trip and community partners for their support in coordinating and hosting these initiatives. Ms. Heller announced that National Travel and Tourism Week will take place May 3–9. This week would highlight the impact tourism has both nationwide and locally, with a proclamation scheduled to be presented at the next Board of County Commissioners meeting. She noted that Council members would receive additional details and an invitation to attend. As part of National Travel and Tourism Week, Ms. Heller also announced the department's second annual postcard contest. She reported that submissions are currently being accepted, with a deadline of the following day, and noted that seventeen submissions had already been received which was an increase from the previous year's approximately seven submissions. She explained that the contest will include a public voting period, after which the selected design will be featured on an official postcard available for free in the department's office. Ms. Heller concluded her presentation and invited the Council to ask questions. No questions were raised and she then invited Ms. Loretta Shaffer to add any additional context regarding National Travel and Tourism Week.

Ms. Shaffer provided additional remarks, noting that the Council had previously approved the America 250 plan and staff has been actively working to implement it. She stated that efforts are underway to secure advertising placements and finalize related initiatives, including the upcoming launch of the department's online store. She added that there would be a number of events occurring in association with this initiative including multiple fireworks displays and encourage Councilmembers to direct people to the department's landing page for information regarding upcoming events. Ms. Shaffer thanked Ms. Heller for her update.

Ms. Heller then asked if there were any additional questions.

No questions were raised.

Sales Update

Mr. Corry Locke provided the department's sales update. Under new business, he reported on the Shocker Park Meltdown scheduled for August 29-30, 2026 to be held at Shocker Park. The event was estimated to have 75 room nights. He noted that staff is working with the event organizer to assist with event expenses through the Meeting Rewards funding program. Mr. Locke then reported on the ProAM Senior Softball September Showdown, scheduled for September 11-12, 2026 and is anticipated to generate approximately 260 room nights. He then highlighted a larger event opportunity, the Elite Club National League girl's soccer tournament scheduled for December 3-6, 2026. This event is expected to bring approximately 150 teams and generate an estimated 4,500 room nights. Mr. Locke reviewed active leads, including the American Association of Equine Practitioners Colic Symposium, a national-level event under consideration for March 8–12, 2027, with an estimated 400 room nights. He noted that this opportunity builds on the destination's long-standing relationship with the Florida Association of Equine Practitioners and would be a 3-year bid. He also discussed the National Folk Festival,

a large-scale cultural event currently hosted in Jackson, Mississippi through 2027. Mr. Locke explained that Marion County has been invited to explore a future hosting opportunity and that staff will participate in an upcoming informational webinar to evaluate the feasibility of submitting a three-year bid. Transitioning into ongoing leads , Mr. Locke announced that the American Early Learning Coalition has confirmed its event for a three-year period, spanning 2027 through 2029. He noted that this represents a significant opportunity and that staff had been working extensively with the event planner who is a Helms Briscoe agent to bring the event to the destination. He noted that a funding request will be presented to the Council at a future meeting. Mr. Locke also provided an update on upcoming conferences and tradeshows, stating that he will attend a meeting planner event in Washington, D.C., hosted by Visit Florida. He explained that the event is designed to foster relationships with meeting planners through an interactive pickleball format and noted that Marion County was selected as one of a limited number of participating destinations. Mr. Locke concluded his update and invited any questions from the Council.

Ms. Loretta Shaffer thanked Mr. Locke for the update and the work done by the sales team.

TDC Events Calendar

Ms. Shaffer then directed the Council to the TDC Events Calendar and emphasized that it is provided to keep Councilmembers abreast of upcoming events. She encouraged members to participate in any events of interest. Ms. Shaffer concluded the staff updates.

Old Business

Mr. Fernandez called for any old business.

None was brought forth.

New Business

Mr. Fernandez called for any new business.

Mr. Doug Cone shared an update regarding a recent opportunity he had been involved with. He noted that he had connected with Mr. Phillip Levine, former two-term Mayor of Miami Beach and Carnival Cruise Lines affiliate who had recently purchased property in Marion County and plans to relocate his family to the area. Mr. Cone stated that he has developed a strong relationship with Mr. Levine and learned that Mr. Levine has developed a substantial interest in Marion County. He reported having several discussions with Mr. Levine that have led to his participation in a virtual meeting with the CEO of Breeze Airlines to explore the potential for future commercial air service in Marion County. He indicated that the airline will participate in a site visit in late May or early June. Mr. Cone advised he attended a Chamber & Economic Partnership (CEP) meeting earlier in the day where County and City representatives were also present. He advised that he had asked Breeze Airlines to provide metrics being used when making decisions regarding the opening of new destination hubs. Mr. Cone stated he was

advised to reach out to two specialized aviation consultants who have both worked for Breeze Airlines previously and he plans to have in-depth conversations with both consultants regarding pricing for their services. Mr. Cone stated that preliminary conversations have taken place regarding potential shared funding among multiple entities to include the City of Ocala, Marion County, the CEP and four members of the Airport Mobility Committee to support this analysis. He added that additional information, including cost estimates, will be brought back to the Council for further consideration.

Mr. Fernandez asked if there were state entities that could be involved to provide further assistance.

Mr. Cone responded that additional outreach may include coordination with state-level partners such as Enterprise Florida. He provided context on Breeze Airline's current operations, highlighting its service to several Florida markets, including Jacksonville, Tallahassee, Vero Beach, and Fort Lauderdale. Mr. Cone stated that discussions have emphasized the region's strengths, including its equine industry and broader tourism assets. He added that he has a scheduled meeting with representatives from The Villages to gather data on resident travel patterns, including points of origin, to further support the market analysis. He added that there was a high degree of interest from The Villages to participate in these initiatives. He explained that preliminary discussions with the airline indicate that a key consideration is ensuring sufficient passenger demand, particularly during the initial phases of service. Mr. Cone noted that airlines often seek financial guarantees to offset the risk of unoccupied seats when entering a new market. Based on comparable agreements in other Florida destinations, he stated that such commitments could range from approximately $5 million to $10 million to support service stabilization during the startup period.

Mr. Fernandez emphasized the importance of state-level participation to increase support for the initiative.

Mr. Cone advised they would be seeking any potential funding sources.

Mr. Fernandez expressed support for the previous discussion and shared additional new business. He reported he had recently met with Ken Odom with the Transportation Planning Organization (TPO) to receive updates regarding pathway connectivity projects for trails in Marion County. He advised within a few months TPO would be proceeding with a trail connection linking the trailhead at 80th Street on Santos Trails to the Baseline Trail System. He noted that this project will utilize existing infrastructure, including an underpass, and will create a more seamless connection between major trail networks. He further reported that an additional project involving a trail along U.S. Highway 441, connecting the City of Belleview to the Santos Trailhead, is anticipated to go out for bid later in the year. Mr. Fernandez emphasized the importance of expanding trail connectivity, noting that these improvements enhance access to the County's outdoor recreation assets and support tourism. He highlighted that increasing pedestrian connectivity between key locations strengthens the overall visitor

experience and aligns with ongoing efforts to promote Marion County as an outdoor destination.

Ms. Shaffer added to the discussion, commending Mr. Fernandez's leadership. She noted that following the previous Council meeting he initiated discussions with Visit Florida regarding opportunities to further promote cycling and trail-related tourism. She stated that, as a result of those conversations, Visit Florida expressed interest in supporting related initiatives and exploring potential opportunities within the current fiscal year. Ms. Shaffer commended Mr. Fernandez for effectively communicating Marion County's assets at a broader, statewide level.

Mr. Fernandez expressed enthusiasm regarding the collaboration, noting that discussions with Visit Florida leadership were productive and that there is strong interest in advancing outdoor recreation initiatives. He emphasized the County's ability to compete with leading destinations that promote outdoor experiences, highlighting opportunities to enhance accessibility for a variety of activities, including cycling, hiking, walking, and nature-based recreation.

Ms. Shaffer noted that these initiatives bring forth a more affluent customer and highlight the existing culture of outdoor recreation in Marion County. She expressed appreciation for Mr. Cone's airport discussion and mentioned that Visit Florida had discussed revitalizing a previously existing partnership between airlines. She stated that she intended to bring forth the conversation at the next Visit Florida board meeting to strengthen support from Visit Florida that could be used as leverage in future conversations with Enterprise Florida.

Mr. Cone asked that Ms. Shaffer provide updates following conversations with Visit Florida.

Ms. Shaffer affirmed.

Public Comment

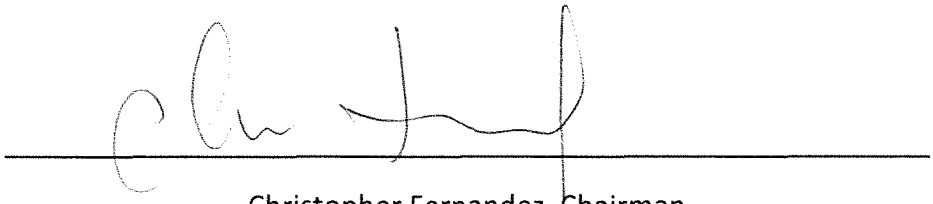
Mr. Fernandez called for any public comment

None was brought forth

Mr. Fernandez advised that the next meeting for the Tourist Development Council would take place on May 21, 2026

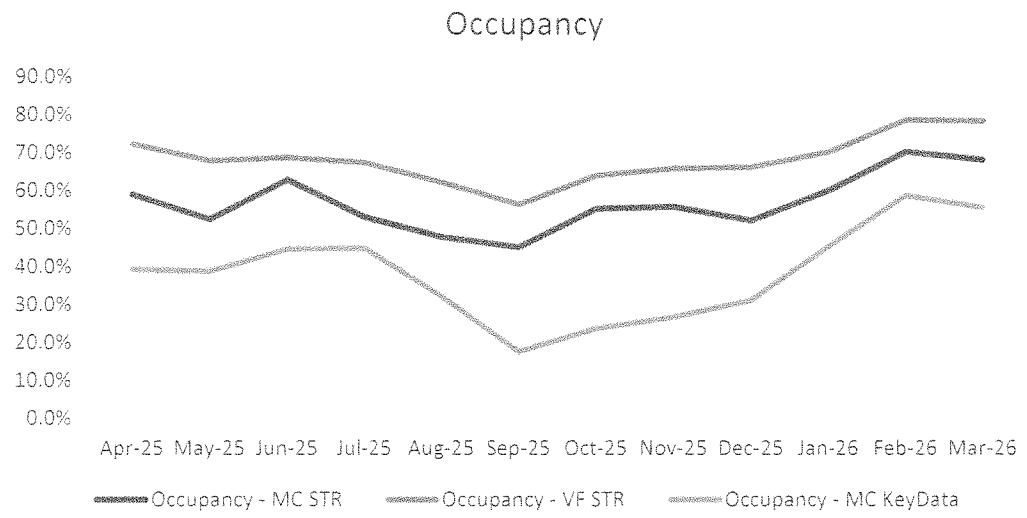
Mr. Locke noted that the next meeting would be held on the third Thursday of the month instead of the typical fourth Thursday.

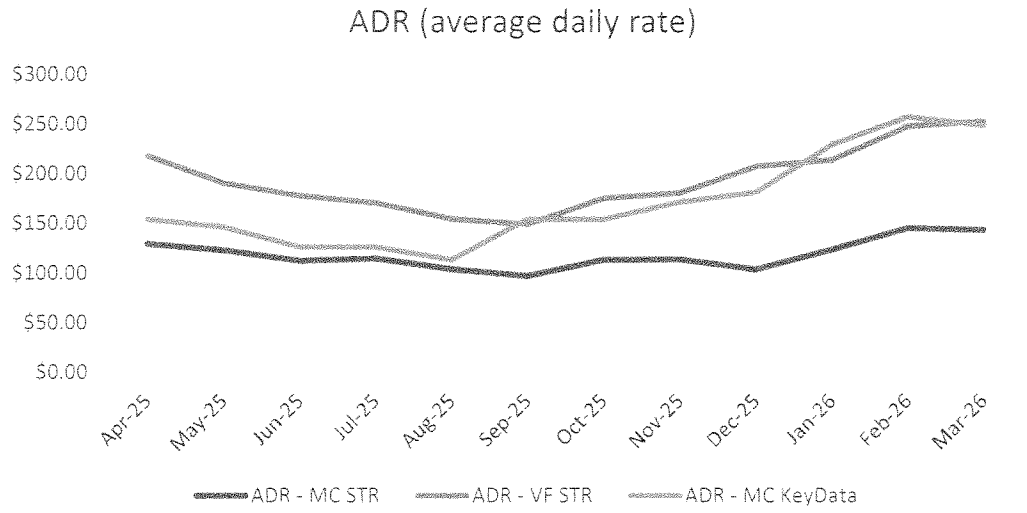
Mr. Fernandez adjourned the meeting at 9:57am.

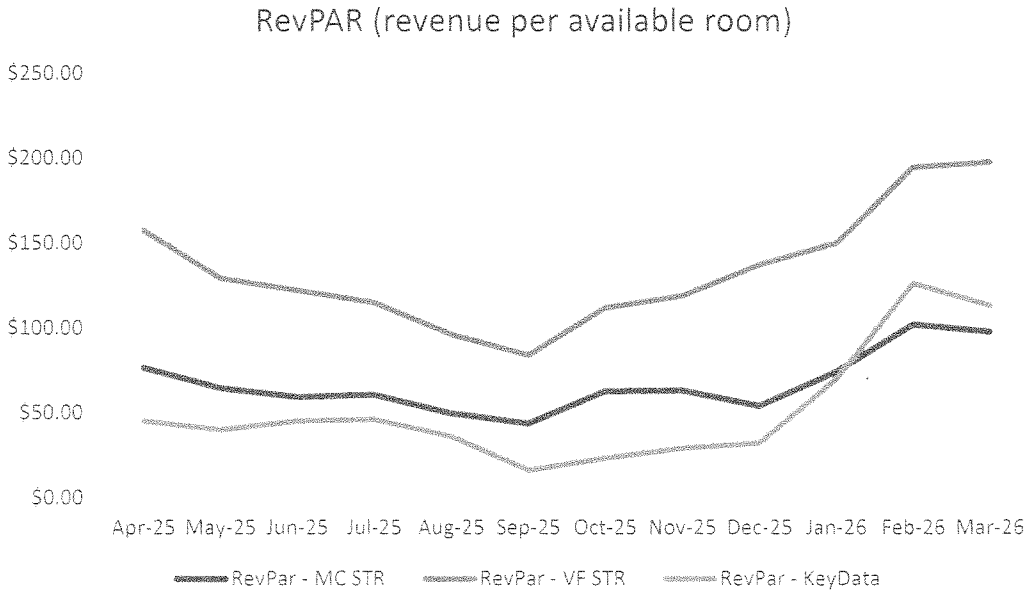


Christopher Fernandez, Chairman

Trend Data for Occupancy, ADR, RevPAR (4/2025-3/2026)







Marion County

Board of County Commissioners Planning and Zoning

Agenda Item

File No.: 2026-23026 **Agenda Date:** 6/2/2026 **Agenda No.:** 15.1.1.

SUBJECT:
Present Cover Documents from Planning and Zoning Commission Public Hearing

INITIATOR:
Kenneth Weyrauch, Deputy Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
Attached are:

• Proof of publication
• General location map for all applications being considered today
• The Planning and Zoning Commission recommendations for today's meeting
• The April 27, 2026, Planning and Zoning Commission Meeting Draft Minutes
• The draft Ordinances and Resolutions for consideration at today's meeting
• An interactive geographic information systems (GIS) map of various residential planned unit developments (PUDs) approved within unincorporated Marion County since 2016

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only

Marion County
Board of County Commissioners

Office of the County Attorney

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2330
Fax: 352-438-2331

Proof of Publication

No.: 2026-0125

STATE OF FLORIDA
COUNTY OF MARION
PREPARED BY HEATHER FLYNN:

Before the undersigned authority personally appeared Heather Flynn, who on oath says that they are the Legal Services Manager of Marion County, Florida; that the attached copy of advertisement: Notice of Public Hearing by the Marion County Board of County Commissioners to Consider Requests for Land Use Change, Rezoning, And Special Use Permit Applications for Tuesday, June 2, 2026 was published on the publicly accessible website, MarionFL.org/LegalNotices, of Marion County, Florida on May 18, 2026. Affiant further says that the website complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature: Heather M Flynn

Date: 05.18.26

☒ Business Impact Estimate published with the advertisement and attached.

THIS SECTION PREPARED BY NOTARY:

Sworn and Subscribed before me this 18th day of May, 2026, by Heather Flynn who is: personally known to me ✓ or who has produced _____ as identification.

VICTORIA K. RYDER
Commission # HH 320867
Expires December 13, 2026

Signature of Notary Public

Notary Public Stamp

ATTACH COPY FROM WEBSITE POSTING

Legal Notices

NOTICE OF PUBLIC HEARING BY MARION COUNTY BOARD OF COUNTY COMMISSIONERS TO CONSIDER REQUESTS FOR LAND USE CHANGE, REZONING, AND SPECIAL USE PERMIT APPLICATIONS

Post Date: 05/18/2026 8:00 AM

The Marion County Board of County Commissioners will hold a public hearing on **Tuesday, June 2, 2026, at 2:00 p.m.,** or as soon thereafter, as may be heard. The meeting will be held at the **McPherson Governmental Campus Auditorium, 601 SE 25th Avenue, Ocala, Florida**, to consider the following Comprehensive Plan Amendment, Rezoning, and/or Special Use Permit applications; and adoption of a proposed ordinance entitled:

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

1. **260501SU** – Ward-Merrill, LLC, requests a **Special Use Permit**, Articles 2 and 4, of the Marion County Land Development Code, to allow an accessory structure on the property without a primary residence, in a Single-Family Dwelling (R-1) zone, on an approximate 1.64 Acre Parcel, on Parcel Account Number 4938-001-001, No Address Assigned

2. **260503SU** – WRR of Marion County, LLC, requests a **Special Use Permit**, Articles 2 and 4, of the Marion County Land Development Code, to allow for the operation of a food waste de-packaging facility, in Heavy Industrial (M-2) zone, on an approximate 36.77 Acre Tract, on Parcel Account Numbers 12869-001-00 and 12907-003-00, Site Addresses 8510 and 8548 NW Gainesville Road, Ocala, FL 34482

All interested parties may appear at the public hearing and be heard with respect to the applications. Proposed ordinance, staff reports, application package, and other materials of the above items may be reviewed at the Growth Services Department Planning and Zoning Division, 2710 E. Silver Springs Blvd, Ocala, Florida, (352) 438-2600. Visit www.marioncountyfl.org and click on the meetings tab on the homepage for the most up to date information.

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 at least forty-eight (48) hours in advance, so appropriate arrangements can be made.

All persons are advised that, if they decide to appeal a decision of the Board of County Commissioners of Marion County, Florida at this public hearing they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Effective October 1, 2023, a Florida legislative act relating to local ordinances, amending F.S.125.66(3)(a), requires a Business Impact Statement to be prepared by the governing body of a county before the enactment of a proposed ordinance in accordance with the provisions of F.S., the Business Impact Estimate 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. MYou can find the Business Impact Estimate for this particular notice **here**.

2026-0125

Return to full list >>

Marion County
Board of County Commissioners

Office of the County Attorney

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2330
Fax: 352-438-2331

Business Impact Estimate

In accordance with Section 125.66(3)(a), F.S., a Business Impact Estimate (BIE) is required to be: 1) prepared before enacting certain ordinances and 2) posted on Marion County Board of County Commissioners' website no later than the date the notice proposed enactment/notice of intent to consider the proposed ordinance, is advertised in the newspaper (which, per Section 125.66(2)(a), F.S., is ten (10) days before the Public Hearing).

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

This Business Impact Estimate is provided in accordance with Section 125.66(3)(a), *Florida Statutes*. If one or more boxes are checked below, this means that the Marion County Board of County Commissioners is of the view that a business impact estimate is not required by state law for the proposed ordinance.

Notwithstanding, Marion County is preparing this BIE to prevent an inadvertent procedural issue from impacting the enactment of this proposed Ordinance. Marion County reserves the right to revise this BIE following its initial posting and to discontinue providing this information for proposed ordinances believed to be exempt under state law.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

Consistent with the posting requirement set forth in Section 125.66(3)(a), F.S., the County hereby publishes the following BIE information for this proposed ordinance on its website for public viewing and consideration on this **18th day of May 2026:** (Date being published)

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare): **Zoning Map Amendments and Zoning regulation amendments initiated by the property owners to change the zoning of their property or for approved Special Uses within the existing zoning on their property.**

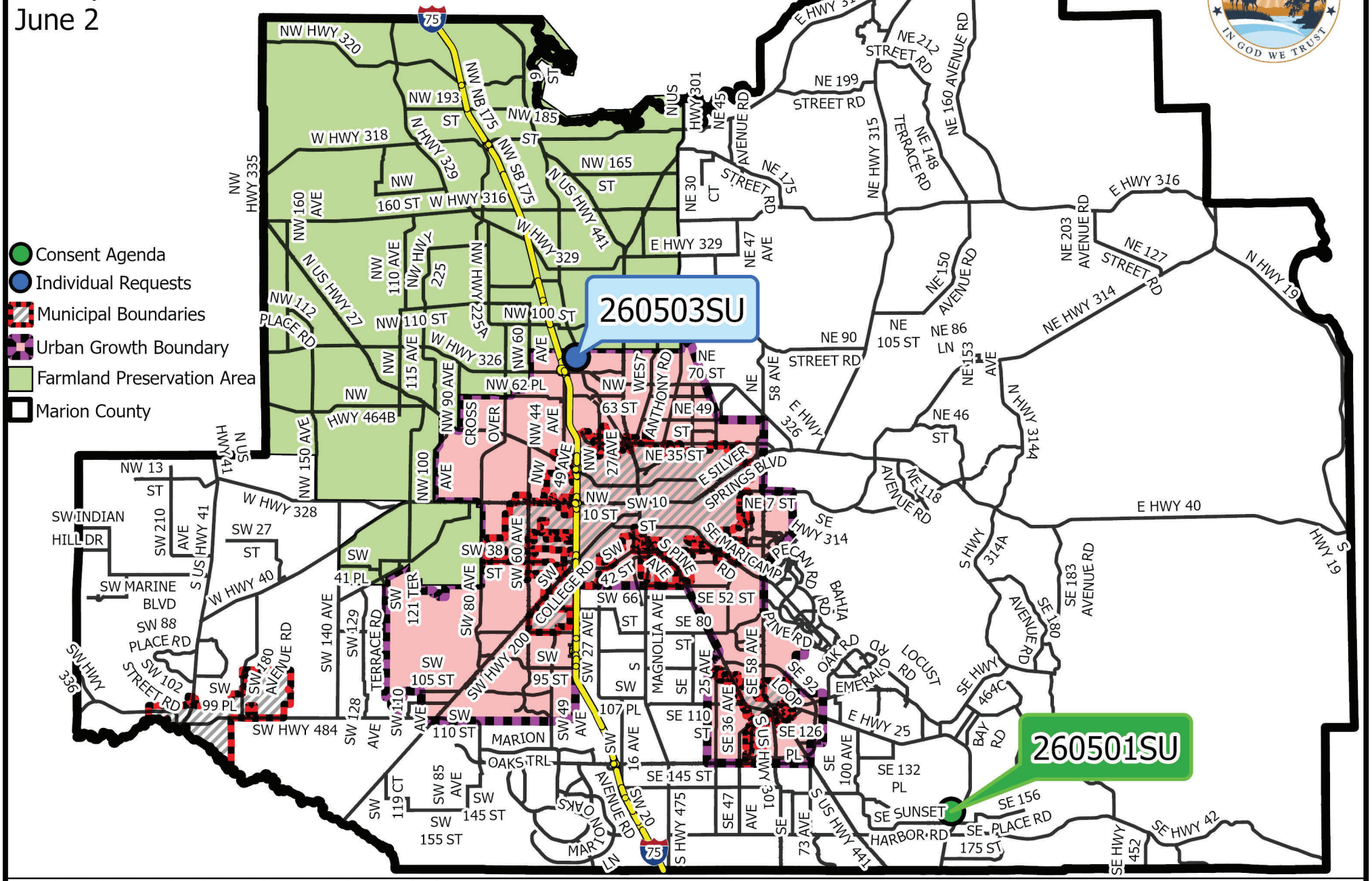
2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in unincorporated Marion County, if any: (a) An estimate of direct compliance costs that businesses may reasonably incur; (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; (c) An estimate of Marion County regulatory costs, including estimated revenues from any new charges or fees to cover such costs. **N/A**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **N/A**

4. Additional information the governing body deems useful (if any):

MARION COUNTY, FL

2026 Applications Board of County Commission
June 2


Consent Agenda
Individual Requests
Municipal Boundaries
Urban Growth Boundary
Farmland Preservation Area
Marion County
260503SU
260501SU
NW HWY 320
W HWY 318
W HWY 316
W HWY 329
E HWY 329
E HWY 316
E HWY 326
W HWY 326
W HWY 328
W HWY 40
E HWY 40
NE HWY 314
N HWY 19
N HWY 3144
S HWY 19
S HWY 314A
SE HWY 314
SW HWY 200
SW HWY 484
SW HWY 336
SE HWY 464C
SE HWY 452
SE HWY 42
E HWY 25
S US HWY 301
S US HWY 441
S HWY 475
N US HWY 441
N US HWY 27
NW HWY 335
NW HWY 464B
NW HWY 225
NW SB I 75
NW NB I 75
NE HWY 315
NE 243 PLACE RD
NE 212 STREET RD
NE 199 STREET RD
NE 160 AVENUE RD
NE 148 TERRACE RD
NE 175 STREET RD
NE 203 AVENUE RD
NE 127 STREET RD
NE 150 AVENUE RD
NE 90 STREET RD
NE 105 ST
NE 86 LN
NE 153 AVE
NE 118 AVENUE RD
NE 58 AVE
NE 47 AVE
NE 30 CT
NW 112 PLACE RD
NW 110 ST
NW 100 ST
NW 62 PL
NW 63 ST
NW 70 ST
NW 165 ST
NW 193 ST
NW 185 ST
NW 160 ST
NW 160 AVE
NW 150 AVE
NW 115 AVE
NW 110 AVE
NW 100 AVE
NW 90 AVE
NW 60 AVE
NW 44 AVE
NW 27 AVE
NW 49 AVE
NE 49 ST
NE 46 ST
NE 35 ST
NE 7 ST
NW 13 ST
SW 210 AVE
SW 27 ST
SW 41 PL
SW 38 ST
SW 60 AVE
SW 80 AVE
SW 121 TER
SW 129 TERRACE RD
SW 140 AVE
SW 180 AVENUE RD
SW 102 STREET RD
SW 99 PL
SW 88 PLACE RD
SW MARINE BLVD
SW INDIAN HILL DR
SW 105 ST
SW 95 ST
SW 110 ST
SW 155 ST
SW 145 ST
SW 119 CT
SW 85 AVE
SW 128 AVE
SW 110 AVE
SW 49 AVE
SW 27 AVE
SW 16 AVE
SW 20 AVENUE RD
SW 10 ST
SW 42 ST
SW 66 ST
SW 52 ST
SW 80
SE 110 ST
SE 145 ST
SE 132 PL
SE 156 PLACE RD
SE 175 ST
SE 126 PL
SE 100 AVE
SE 92 LOOP
SE 58 AVE
SE 36 AVE
SE 25 AVE
SE 47 AVE
SE 73 AVE
SE 183 AVENUE RD
SE 180 AVENUE RD
SE 52 ST
SE 80
SE SUNSET HARBOR RD
SE 107 PL
SE 99 PL
SE 95 ST
SE 105 ST
SE 155 ST
SE 119 CT
SE 85 AVE
SE 128 AVE
SE 110 AVE
SE 49 AVE
SE 27 AVE
SE 16 AVE
SE 20 AVENUE RD
SE 10 ST
SE 42 ST
SE 66 ST
SE 52 ST
SE

Planning and Zoning Commission

Recommendation Report for the May 19 & June 2, 2026, BCC Public Hearing

The following items on the BCC/P&Z Agenda were heard by the P&Z Commission on April 27, 2026, during the P&Z Commission Public Hearing

Items on the Consent Agenda

260501SU - Ward-Merrill, LLC

Special Use Permit, to Allow an Accessory Structure on the Property Without a Primary Residence, in a Single-Family Dwelling (R-1) Zone, 1.64 Acre Parcel, on Parcel 4938-001-001, No Address Assigned

Staff recommends approval with conditions. Planning and Zoning recommends approval with conditions (motion passed unanimously on consent, 4-0).

260502SU - Partners Self Storage, LLC

Special Use Permit, to Allow for Covered Outdoor Storage of RVs, Boats, and Trailers in a Community Business (B-2) Zone, 11.00 Acre Parcel, on Parcel 39169-000-00, Site Address 7655 E. Highway 25, Belleview, FL 34420

Staff recommends approval with conditions. Planning and Zoning recommends approval with conditions (motion passed unanimously on consent, 4-0).

260504SU - 848 Broadway, LLC

Special Use Permit, to Allow for the Operation of a Funeral Home and Crematorium Facility, in a Heavy Business (B-5) Zone, 1.65 Acre Parcel, on Parcel 36459-001-00, Site Address 7075 S. Pine Avenue, Ocala, FL 34480

Staff recommends approval with conditions. Planning and Zoning recommends approval (motion passed unanimously on consent, 4-0).

260505SU - FCH Properties, LLC

Special Use Permit, to Allow Construction or Contractor Yard, in a Regional Business (B-4) Zone, 5.02 Acre Parcel, on Parcel 45458-002-03, Site Address 13866 S. US Highway 441, Summerfield, FL 34491

Staff recommends approval with conditions. Planning and Zoning recommends approval with conditions (motion passed unanimously on consent, 4-0).

Planning and Zoning Commission

Recommendation Report for the May 19 & June 2, 2026, BCC Public Hearing

Items for Individual Consideration

260503SU - Wood Resource Recovery (WRR) of Marion County, LLC (PULLED FROM CONSENT)

Special Use Permit to Operate a Human Food Grade De-Packing Facility to Augment a Currently Operating Vegetative Debris Composting Facility, in a Heavy Industrial (M-2) Zone, 36.77 Acre Tract, Parcels 12869-001-00 and 12907-003-00, Site Address 8510 and 8548 NW Gainesville Road, Ocala 34482

Staff recommends approval with conditions. Planning and Zoning recommends approval with conditions (motion passed, 3-1).

260506SU - Marion County-County Administrator (PULLED FROM CONSENT)

Special Use Permit, to Allow Water Plant Upgrade and Expansion, in a Government Use (G-U) Zone, 8.75 Acre Parcel, on Parcel 12082-001-00, Site Address 14463 NE 250th Avenue, Salt Springs, FL 32134

Staff recommends approval with conditions. Planning and Zoning recommends approval with conditions (motion passed unanimously, 4-0).

260402ZC - Gironj, LLC

Requests a Zoning Change, from Single Family Dwelling (R-1) to Community Business (B-2) Zone, For All Permitted Uses, 0.48 Acre Parcel, on Parcel 14138-000-00, Site Address 9645 NE 21st Avenue, Anthony, FL 32617

Staff recommends approval. Planning and Zoning recommends approval (motion passed unanimously, 4-0).

260509ZP - Marion Gaming Management, LLC

Zoning Change, from Planned Unit Development (PUD) to Amendment Planned Unit Development (PUD) for the addition of six (6) pickleball courts, two (2) manufactured buildings, and modify conditions concerning buffers and construction access on a 65.51 Acre Tract, on Parcels 48476-001-00 and 48476-002-00, Site Address 17996 S. US Highway 301, Summerfield, FL 34491

Staff recommends approval with conditions. Planning and Zoning recommends approval with conditions (motion passed unanimously, 3-0. Danny Gaekwad abstained).

All records pertaining to notice to property owners, all correspondence and other related information pertaining to individual Zoning Change and Special Use Permit requests are located in the Planning and Zoning Department files for record purposes.

The Marion County Planning and Zoning Commission met on April 27, 2026, at 5:30 pm in the Board of County Commissioners Auditorium, 601 SE 25th Avenue, Ocala, Florida.

PLEDGE OF ALLEGIANCE AND INVOCATION

Michael Behar led the Invocation and the Pledge of Allegiance.

CALL TO ORDER

Board members present were Michael Behar, Danny Gaekwad, Jerry Lourenco, Andy Bonner, and Alternate Len Racioppi.

P&Z Member Jerry Lourenco made a motion to elect Danny Gaekwad as Chair Pro Tem to preside over today's meeting in the absence of the board's elected Chair and Vice Chair. The motion was seconded by Board Member Andy Bonner. The motion passed unanimously, 4-0.

Staff members present were Chief Assistant County Attorney Dana Olesky, Assistant County Administrator Tracy Straub, Growth Services Director Chuck Varadin, Deputy Director Ken Weyrauch, Planners Chris Rison, Ken Odom, Kathleen Brugnoli, Sarah Wells, Jared Rivera, Erik Kramer, Administrative Staff Assistant Kimberly Lamb, and Administrative Manager Autumn Williams.

ACKNOWLEDGEMENT OF PROOF OF PUBLICATION AND MAILING AND POSTING OF NOTICE

Kimberly Lamb read the Proofs of Publication and the Affidavit of Mailing and Posting of Notice and advised that the meeting was properly advertised.

EXPLANATION OF PROCEDURE FOR HEARING REQUESTS

Chair Pro Tem Danny Gaekwad and Chief Assistant County Attorney Dana Olesky explained the procedure for hearing requests to the audience.

1. Items on the Consent Agenda

260501SU - Ward-Merrill, LLC

Special Use Permit, to Allow an Accessory Structure on the Property Without a Primary Residence, in a Single-Family Dwelling (R-1) Zone, 1.64 Acre Parcel, on Parcel 4938-001-001, No Address Assigned

260502SU - Partners Self Storage, LLC

Special Use Permit, to Allow for Covered Outdoor Storage of RVs, Boats, and Trailers in a Community Business (B-2) Zone, 11.00 Acre Parcel, on Parcel 39169-000-00, Site Address 7655 E. Highway 25, Belleview, FL 34420

260504SU - 848 Broadway, LLC

Special Use Permit, to Allow for the Operation of a Funeral Home and Crematorium Facility, in a Heavy Business (B-5) Zone, 1.65 Acre Parcel, on Parcel 36459-001-00, Site Address 7075 S. Pine Avenue, Ocala, FL 34480

260505SU - FCH Properties, LLC

Special Use Permit, to Allow Construction or Contractor Yard, in a Regional Business (B-4) Zone, 5.02 Acre Parcel, on Parcel 45458-002-03, Site Address 13866 S. US Highway 441, Summerfield, FL 34491

Michael Behar made a motion to agree with the staff's findings and recommendations, and recommend approval of the application on the consent agenda as amended because it will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. Seconded by Andy Bonner. The motion passed unanimously, 4-0.

2. Consider the Following Individual Requests

26-S03 - The Deltona Corporation (CONTINUED DATE CERTAIN TO MAY 27, 2026)

Land Use Change, for Two Sites from Preservation (PR) to Commercial (COM), Totaling ±0.29 Acres Within the Marion Oaks Vested Development of Regional Impact, Consisting of ±0.15 acres East of Marion Oaks Course and ±0.14 acres West of Marion Oaks Course, Portions of Two Tracts Totaling Approximate ±7.48 Acres, on Parcels 8007-0000-10 and 8007-000-08, No Address Assigned

Michael Behar made a motion to approve the continuation of this item to be heard date certain at the May 27, 2026, Planning and Zoning Meeting. Seconded by Andy Bonner. The motion passed unanimously, 4-0.

This item was continued date certain to the May 27, 2026, Planning and Zoning Meeting.

260507ZC - The Deltona Corporation (CONTINUED DATE CERTAIN TO MAY 27, 2026)

Zoning Change, from Single-Family Dwelling (R-1) to Community Business (B-2) Zone, For All Permitted Uses, Totaling ±0.29 Acres Within the Marion Oaks Vested Development of Regional Impact, Consisting of ±0.15 acres East of Marion Oaks Course and ±0.14 acres West of Marion Oaks Course, Portions of Two Tracts Totaling Approximate 7.48 Acres, on Parcel Numbers 8007-0000-10 and 8007-000-08, No Address Assigned

Michael Behar made a motion to approve the continuation of this item to be heard date certain at the May 27, 2026, Planning and Zoning Meeting. Seconded by Andy Bonner. The motion passed unanimously, 4-0.

This item was continued date certain to the May 27, 2026, Planning and Zoning Meeting.

260508BL- The Deltona Corporation (CONTINUED DATE CERTAIN TO MAY 27, 2026)

Binding Letter of Modification (BLIM) to a Binding Letter of Interpretation for Vested Rights (BLIVR) for the Marion Oaks Vested Development of Regional Impact to Allow the Subject Properties to be Used for Commercial Purposes Including Access to Adjacent Commercial lands, Consisting of ±0.15 acres East of Marion Oaks Course and ±0.14 acres West of Marion Oaks Course, Portions of Two Tracts Totaling Approximate 7.48 Acres, on Parcel Numbers 8007-0000-10 and 8007-000-08, No Address Assigned AND Consideration of a Request for County to Participate in a Joinder in Amendment to, and Partial Release of Tracts Subject to, Declaration of Restrictions (Green Belt) on Parcel Numbers 41200-056-06 (pt), 8007-0000-01, 8007-0000-03, 8007-0000-05 (pt), 8007-0000-08, 8007-0000-10, 8007-0000-11, 8007-0000-13, 8007-0000-18, 8007-0000-19, 8007-0000-22, 8007-0000-0000-23, 8007-0000-0001-23, 8007-0000-24, 8007-0000-25, 8007-0000-0000-26, 8007-0000-0001-26, and 8007-0000-1099-02 (pt)

Michael Behar made a motion to approve the continuation of this item to be heard date certain at the May 27, 2026, Planning and Zoning Meeting. Seconded by Andy Bonner. The motion passed unanimously, 4-0.

This item was continued date certain to the May 27, 2026, Planning and Zoning Meeting.

260503SU - Wood Resource Recovery (WRR) of Marion County, LLC (PULLED FROM CONSENT)

Special Use Permit to Operate a Human Food Grade De-Packing Facility to Augment a Currently Operating Vegetative Debris Composting Facility, in a Heavy Industrial (M-2) Zone, 36.77 Acre Tract, Parcels 12869-001-00 and 12907-003-00, Site Address 8510 and 8548 NW Gainesville Road, Ocala 34482

Planner Ken Odom, Growth Services, presented the case and read the report into the record. Staff recommends approval with conditions.

William Gaston, III, 4190 NW 91st Avenue, Gainesville, FL 32653, property owner and applicant, and Sarah Harrison with Denali Water Solutions, 220 S. Commerce Street, Russell, AZ 72081, serving as the agent on behalf of the applicant, addressed the Board.

The following members of the public spoke during Public Comment:

1. Thomas Nichols – P.O. Box 249, Lowell
    - Opposed, raised concerns that the application does not accurately describe the surrounding A1-zoned areas. Questions about wastewater and how it will adversely affect his property.
2. Traci Walker – 8045 NW Gainesville Road, Ocala
    - Opposed, expressed concern that potential odors from the facility could negatively impact her zipline business and other outdoor operations in the vicinity, which would ultimately decrease revenue to her business as well as the tourism it brings to Marion County.
3. Daniel Wilson – 8985 NW Gainesville Road, Ocala
    - Opposed, concerns regarding odors, increased presence of animals and insects, and the risk of well-water contamination. Mentions this will additionally negatively affect the nearby school.
4. Dawn Cameron – 3456 NW 100th Street, Ocala
    - Opposed, concerns about odors and wastewater impacts on her child's nearby school and her own property. Also states she believes the facility could reduce property values and harm future resale potential.
5. Jo McCants – 9431 NW 30th Avenue, Ocala
    - Opposed, expressed concern that debris and waste-related odors could negatively affect her church and neighborhood.
6. Martin Smith – 3035 Highway 329, Reddick
    - Opposed, concerns about odors impacting surrounding businesses and residents, as well as potential increases in traffic.
7. Robert Mitchell – P.O. Box 401, Anthony
    - Opposed, concerned that elevated pH levels could attract animals and create odors. Believes the facility may pose health risks to children at the nearby school.
8. Peggy Farland – 9650 NW Gainesville Road, Ocala
    - Opposed, concerns about rapid development replacing farmland and the potential for odors due to this facility. Recommended locating the plant in a less populated area with fewer resource constraints.

Jerry Lourenco made a motion to agree with the staff's findings and recommendation and recommend approval with conditions of this application because it will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. Seconded by Michael Behar. The motion passed, 3-1.

DRAFT

260506SU - Marion County-County Administrator (PULLED FROM CONSENT)

Special Use Permit, to Allow Water Plant Upgrade and Expansion, in a Government Use (G-U) Zone, 8.75 Acre Parcel, on Parcel 12082-001-00, Site Address 14463 NE 250th Avenue, Salt Springs, FL 32134

Planner Sarah Wells, Growth Services, presented the case and read the report into the record. Staff recommends approval with conditions.

David Tillman, 1720 SE 16th Avenue, Bldg. 100, Ocala, FL 34471, on behalf of the property owner and applicant, addressed the Board.

The following members of the public spoke during Public Comment:

1. Larry Jones – 13711 NE 237th Court, Salt Springs
    - Opposed, questioned the need to relocate the water treatment plant, and expressed concern that it may result in unnecessary spending.
2. Don Regin – 24960 NE 146th Lane, Salt Springs
    - Opposed, raised concerns regarding decreased property values, increased noise, and potential reductions in lake water levels that could affect residents' quality of life.
3. Elizabeth Best – 9740 NE 306th Court, Salt Springs
    - Opposed, noted that most residents rely on septic and well systems, expressing concern that water drawn from the plant could deplete well water. Requested updates regarding any construction delays due to unforeseen costs.
4. Jeremy Boterf – 24990 NE 147th Place, Salt Springs
    - Opposed, expressed concern about potential noise, lighting impacts, and well-water availability.
5. Sherri Meadows – 9555 NE 306th Court, Salt Springs
    - Opposed, requested written assurances regarding avoidance of mandatory hookups or fees outside the 400-foot threshold. Sought clarification on long-term sewer expansion plans, preservation of recreational facilities, justification for relocating the existing plant, site selection rationale, and potential financial impacts on residents.
6. Ashley Jolly – 24990 NE 147th Place, Salt Springs
    - Opposed, requested that the existing public space remain unchanged.

Andy Bonner made a motion to agree with the staff's findings and recommendation and recommend approval with conditions of this application because it will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. Seconded by Michael Behar. The motion passed unanimously, 4-0.

DRAFT

260402ZC - Gironj, LLC

Zoning Change from Single Family Dwelling (R-1) to Community Business (B-2) Zone, For All Permitted Uses, 0.48 Acre Parcel, on Parcel 14138-000-00, Site Address 9645 NE 21st Avenue, Anthony, FL 32617

Planner Jared Rivera, Growth Services, presented the case and read the report into the record. Staff recommends approval.

The applicant was not present and did not address the Board.

There were no members of the public who spoke during Public Comment.

Andy Bonner made a motion to agree with the staff's findings and recommendation and recommend approval of this application because it will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. Seconded by Michael Behar. The motion passed unanimously, 4-0.

260509ZP - Marion Gaming Management, LLC

Zoning Change, from Planned Unit Development (PUD) to Amendment Planned Unit Development (PUD) for the addition of six (6) pickleball courts, two (2) manufactured buildings, and modify conditions concerning buffers and construction access on a 65.51 Acre Tract, on Parcels 48476-001-00 and 48476-002-00, Site Address 17996 S. US Highway 301, Summerfield, FL 34491

Deputy Director Kenneth Weyrauch, Growth Services, presented the case and read the report into the record. Staff recommends approval of six pickleball courts and two manufactured buildings, all B-2 uses, and expand allowable uses to B-2, modify DRA, and modify site plan layout as submitted PUD Master Plan (requests 1 & 4), and denial of the request to modify buffers and the construction access (requests 2 & 3).

David Tillman, 1720 SE 16th Avenue, Bldg. 100, Ocala, FL 34471, on behalf of the property owner and applicant, addressed the Board.

There were no members of the public who spoke during Public Comment.

Andy Bonner made a motion to agree with the staff's findings and recommendation and recommend approval of this application as to requests 1 & 4 and denial as to requests 2 & 3 because it will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. Seconded by Jerry Lourenco. The motion passed unanimously, 3-0, with Danny Gaekwad abstaining.

3. Other Business

4. Review the Minutes of the Previous Meeting

Andy Bonner made a motion to approve the minutes from the March 23, 2026, Planning and Zoning Commission Meeting. Seconded by Jerry Lourenco. The motion passed unanimously, 4-0.

ADJOURNMENT

The meeting adjourned at 8:06 PM

Attest:

_____
Danny Gaekwad, Chairman Pro Tem

_____
Kimberly Lamb, Administrative Staff Assistant

DRAFT

Planning & Zoning Attendance Report

2026		January	February	March	April	May	June	July	August	September	October	November	December
Michael Behar	Board Member	X	X	X	X								
Danny Gaekwad	Board Member	X		X	X								
Greg Lord	Board Member	X	X	X									
Jerry Lourenco	Board Member	X	X	X	X								
Michael Kroitor	Board Member		X										
Andy Bonner	Board Member	X	X	X	X								
Donald Johnson	Board Member	X											
*Len Racioppi	Alternate				*								
*Paul Stentiford	Alternate	*	*	*									

- N/A

X Present; attendance is counted towards quorum

* Alternate Present; attendance not counted towards quorum

Updated 4-27-26 kl

ORDINANCE NO. 26-__

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

WHEREAS, application(s) for Special Use Permits and Zoning Changes were duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on April 27, 2026; and

WHEREAS, the aforementioned applications were considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Tuesday, June 2, 2026; and

WHEREAS, the Board of County Commissioners of Marion County, Florida (Board), is responsible for and has established the zoning of parcels of property in the unincorporated area of Marion County as reflected on the official Zoning Map, and

WHEREAS, property owner(s) have submitted application(s) for rezoning, and/or special use permits, and such applications identify the property by metes and bounds description or by the Marion County Property Appraiser parcel number, and such identifications of property are hereby incorporated into this ordinance by reference, and

WHEREAS, the Board has considered the approval/denial recommendations of the Marion County Planning and Zoning Commission and has conducted the necessary public hearing and has approved the applications contained in this ordinance. The Board has determined that each application will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. Now therefore,

BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. REZONING AND SPECIAL USE PERMIT APPROVALS. The Board hereby approves the below-listed applications for Rezoning and Special Use Permits. NOTE: The terms and conditions of Board approval of the Special Use Permits are stated in the Board Resolution corresponding to the Special Use Permit Application shown below.

DRAFT

1. **AGENDA ITEM _._._. 260501SU –** Ward-Merrill, LLC, Special Use Permit to allow an accessory structure on the property without a primary residence, in a Single-Family Dwelling (R-1) zone, on an approximate 1.64 Acre Parcel, on Parcel Account Number 4938-001-001, No Address Assigned

2. **Subject to all terms and conditions of Resolution 26-R-__ attached hereto and incorporated herein by reference.**

3. **AGENDA ITEM _._._. 260503SU –** WRR of Marion County, Special Use Permit to allow for the operation of a food waste de-packaging facility, in Heavy Industrial (M-2) zone, on an approximate 36.77 Acre Tract, on Parcel Account Numbers 12869-001-00 and 12907-003-00, Site Addresses 8510 and 8548 NW Gainesville Road, Ocala, FL 34482

4. **Subject to all terms and conditions of Resolution 26-R-__ attached hereto and incorporated herein by reference.**

SECTION 3. EFFECTIVE DATE. A copy of this Ordinance as enacted shall be filed by the Clerk of the Board by email with the Office of the Secretary of State of Florida within ten (10) days after enactment, and this Ordinance shall take effect upon receipt of official acknowledgment from the Secretary of State that this Ordinance has been filed with such office.

DULY ADOPTED in regular session this 2nd day of JUNE 2026.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____ _____
GREGORY C. HARRELL, CLERK CARL ZALAK, III, CHAIRMAN

DRAFT

RESOLUTION NO. 26-R-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A SPECIAL USE PERMIT, PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application for a Special Use Permit was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on April 27, 2026; and

WHEREAS, the aforementioned application was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Tuesday, June 2, 2026. Now, therefore,

BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida:

1. **SECTION 1. SPECIAL USE PERMIT APPLICATION 260501SU –** Ward-Merrill, LLC, the application requesting a Special Use Permit, Articles 2 and 4 of the Marion County Land Development Code, as submitted by Adam Merrill, Gainesville, FL 32601, to allow for an accessory structure on the property without a primary residence, in a Single-Family Dwelling (R-1) zone, on an approximate 1.64 Acre Parcel, on Parcel Account Number 4938-001-001, No Address Assigned

SECTION 2. FINDINGS AND CONDITIONS. The Board has determined that this request will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. The Board of County Commissioners agrees/disagrees with the recommendation of approval with conditions/denial and findings of the Planning and Zoning Commission, and approves the Special Use Permit subject to the following conditions:

1. The Special Use Permit authorizes the placement of an accessory structure for non-habitable purposes, which shall be located consistent with the submitted concept plan to accommodate the construction of a new single-family residence upon the subject property.
2. The Special Use Permit shall be contingent upon the ownership of the subject property, which shall remain under the ownership of Ward-Merrill, L.L.C and Raymond C. Merrill. The Special Use Permit shall also be contingent upon the ownership of PID 4938-001-000, across the SE 138th Terrace right-of-way to the west of the subject property, which shall remain under ownership of Merrill C Raymond Family Trust and Raymond C. Merrill. Should either property change in ownership/management, the accessory structure shall be removed from the subject property, unless otherwise approved through a new Special Use Permit.
    a. The Special Use Permit shall terminate upon the construction of a single-family residence within the subject property.

3. Eight (8) foot setbacks from all subject property boundaries shall be observed for the siting of any accessory structure.
4. A vegetative buffer along the eastern and southern subject property boundaries, approximately twenty-five (25) feet in width, shall be maintained, unless and until the construction of a single-family residence.
5. No well or septic permits shall be authorized for the subject property unless or until a primary residence is established.
6. The storage of all personal goods and material shall be maintained within the proposed accessory structure.
7. Outdoor ground and building lighting shall not cast direct light on adjacent properties.
8. The Special Use Permit shall expire on May 19, 2031; however, it may be renewed administratively three times for five years each by written instrument signed and issued by the Growth Services Director (or designee), unless:
    a. There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit;
    b. Neighboring property owners within 300 feet of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit; and/or
    c. The Growth Services Director determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or equivalent review process at the time).

SECTION 3. REVOCATION. Violation or failure to comply with one or more condition(s) of this Special Use Permit shall be grounds for revocation of this Special Use Permit by the Board at a noticed public hearing.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 2nd day of June 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

GREGORY C. HARRELL, CLERK

CARL ZALAK, III, CHAIRMAN

RESOLUTION NO. 26-R-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A SPECIAL USE PERMIT, PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition for a Special Use Permit was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on April 27, 2026; and

WHEREAS, the aforementioned petition was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Tuesday, June 2, 2026. Now, therefore,

BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida:

1. **SECTION 1. SPECIAL USE PERMIT PETITION 260503SU –** WRR of Marion County, the petition requesting a Special Use Permit, Articles 2 and 4 of the Marion County Land Development Code, as submitted by Denali Water Solutions, Russell, AR 72081, to allow for the operation of a food waste de-packaging facility, in Heavy Industrial (M-2) zone, on an approximate 36.77 Acre Tract, on Parcel Account Numbers 12869-001-00 and 12907-003-00, Site Addresses 8510 and 8548 NW Gainesville Road, Ocala, FL 34482

SECTION 2. FINDINGS AND CONDITIONS. The Board has determined that this request will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. The Board of County Commissioners agrees/disagrees with the recommendation of approval with conditions/denial and findings of the Planning and Zoning Commission, and approves the Special Use Permit subject to the following conditions:

1. The site shall be developed and operated consistent with the submitted conceptual plan and the conditions as provided with this approval.
2. Development of the site is limited to a composting facility for green waste (e.g. vegetation, waste wood and wood mulch), animal bedding and food waste only. Expansion or modification of the number, type, approximate size, or location of any of the proposed use or site operations beyond those shown on the conceptual plan is prohibited; however, a new Special Use Permit Application may be submitted for consideration to expand the uses/operations.
3. All primary composting process activity (2nd step) shall occur within an "in-vessel" system as defined by the US Environmental Protection Agency (EPA) per 40 CFR Part 503 Rule.
4. All food waste materials shall held within the transfer portion of the de-packing facility building, and all food waste shall be processed and stored within forty-eight hours of receipt on site in order to mitigate offensive odors and animal intrusion at this location.

5. A minimum of two monitoring wells, one up-gradient and one down-gradient, shall be provided on site and semiannual reporting provided to Marion County Office of the County Engineer (OCE). The report shall include at a minimum TKN, NH4, phosphorus and ortho-phosphorus levels.
6. Prior to commencing the composting operations authorized by this Special Use Permit, the applicant shall install the monitoring wells referenced in Condition #5 and provide a report from each well. The report shall include at a minimum the existing levels of TKN, NH4, total phosphorus, and ortho-phosphorus, in order to establish a baseline on site.
7. Odor from the composting process must be managed and remain below a level considered offensive by the Zoning Manager and Growth Management Director. If offensive levels or odor are determined to occur off-site a meeting with County staff and mitigation plan must be established within 10 working days. Filtration, scrubbers or other odor mitigation techniques may be required by Marion County.
8. The applicant shall maintain processing records for the food grade materials processed on site including total amounts per annum to the Marion County Solid Waste Department. The applicant shall also make these ongoing records available to staff of the Growth Management Department or its divisions, if requested, within 30 calendar days of receiving such a request.
9. Liquid by-product from the de-packing process shall be captured in on-site drains, within the de-packing facility, and shall be included in the with the primary processed food grade materials as indicated on the conceptual plan in accordance with the applicable federal, state, and local regulations.
10. Development of the site shall comply with all applicable Springs Protection Zone requirements; the applicant may not obtain a LDC waiver from these requirements.
11. No composting operations, including storage or curing areas, shall be located in the on-site wetland.
12. The ingress/egress will be continue to be from the existing commercial entrance on NW Gainesville Rd. using the paved driveway apron.
13. Existing buffers shall be maintained as they currently exist.
14. The Special Use Permit shall expire May 19th, 2031; however it may be renewed administratively for up to 3 consecutive times by a written instrument signed and issued by the Growth Services Director (or position equivalent to the Growth Services Director at that time), unless:
    - There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit,
    - Neighboring property owners within 300' of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit, or
    - The Growth Services Director determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or review process equivalent at that time).

SECTION 3. REVOCATION. Violation or failure to comply with one or more condition(s) of this Special Use Permit shall be grounds for revocation of this Special Use Permit by the Board at a noticed public hearing.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 2nd day of June, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
GREGORY C. HARRELL, CLERK

_____
CARL ZALAK, III, CHAIRMAN

DRAFT

County-wide Development Map

A map of various residential planned unit development (PUD) projects approved within unincorporated Marion County since 2016 can be viewed at:

https://marioncountyfl.maps.arcgis.com/apps/mapviewer/index.html?webmap=2dd674d3c3ae4a579e6f64f113873e90

or by linking through this QR Code:

Projects are labelled as:

- APPROVED - Land Use or Zoning change has been approved by the Board of County Commissioners.
- DEVELOPMENT REVIEW - Site plan for approved application is in review.
- BUILDING PERMITTING - Site plan for approved application has been approved by the Development Review Committee and can apply for building permit(s) or has built.
- PENDING – Application has been submitted and is in consideration for a Land Use or Zoning change.
- DENIED – Application was denied a Land Use or Zoning change.

This map is intended to provide a visual reference only and is updated every 3 – 4 months. This map should not be relied on for project accuracy. For project details, please contact the Marion County Growth Services Department by telephone at 352-438-2600 or via email at Planning@MarionFL.org.

Marion County

Board of County Commissioners Planning and Zoning

Agenda Item

File No.: 2026-23027 **Agenda Date:** 6/2/2026 **Agenda No.:** 15.2.1.

SUBJECT:
260501SU - Ward-Merrill, L.L.C, Special Use Permit, to Allow an Accessory Structure on the Property Without a Primary Residence, in a Single-Family Dwelling (R-1) Zone, 1.64 Acre Parcel, on Parcel 4938-001-001, No Address Assigned

INITIATOR:
Kenneth Weyrauch, Deputy Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
Adam Merrill, on behalf of Ward-Merrill, L.L.C, filed a Special Use Permit (SUP) application for a ±1.64-acre property in Weirsdale, FL, with a zoning classification of Single-Family Dwelling (R-1). The Parcel Identification Number for the subject property is 4938-001-001; the site has not been assigned an address. Located within the Stanton Beach subdivision, the legal descriptions are provided within the SUP application (see Attachment A). The site is located outside the Urban Growth Boundary (UGB), within the Secondary Springs Protection Zone (SSPZ), and within the Lake Weir Environmentally Sensitive Overlay Zone (ESOZ). The intention of this SUP request is to allow an accessory structure without a primary structure. The SUP Permit request is in response to Permit No. BLDR-25-11-00771. A single-family residence located on PID 4938-001-000, located to the north of the subject property and across a public right-of-way (ROW), is under common management/ownership and serves as a vacation home. Specifically, Ward-Merrill, L.L.C., is under the ownership of Charles Raymond Merrill and Adam Merrill, while the existing residence on PID 4938-001-000 to the north is under the ownership of Charles Raymond Merrill (Family Trust; see Attachment A). Attachment A provides a site plan for the requested use. The submitted site plan specifically indicates a one-story detached garage structure, approximately 1,890 square feet in size, along the northwest corner of the subject property. A single driveway within the subject property is provided along SE 155th Place.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Staff recommends approval with conditions. Planning & Zoning Commission recommends approval with conditions (4-0).

Marion County
Board of County Commissioners
Growth Services
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

PLANNING & ZONING SECTION
STAFF REPORT

P&Z Date: 4/27/2026	**BCC Date: 6/2/2026**
Case Number	260501SU
EPL Number	PL SUP-000298-2026
Type of Case	**Special Use Permit** for an accessory structure without a primary residence
Owner	Ward-Merrill, L.L.C
Applicant	N/A
Street Address/Site Location	No Address Assigned
Parcel Number(s)	4938-001-001
Property Size	±1.64 AC
Future Land Use	Rural Land (RL)
Existing Zoning Classification	Single Family Dwelling (R-1)
Overlays Zones/Special Areas	Lake Weir Environmentally Sensitive Overlay Zone (ESOZ) & Secondary Springs Protection Zone (SSPZ)
Staff Recommendation	**APPROVAL WITH CONDITIONS**
P&Z Recommendation	**APPROVAL WITH CONDITIONS (CONSENT)**
Project Planner	Jared Rivera-Cayetano
Related Cases	Permit No. BLDR-25-11-00771 – One-story detached garage

I. ITEM SUMMARY

Adam Merrill, on behalf of Ward-Merrill, L.L.C, filed a Special Use Permit (SUP) application for a ±1.64-acre property in Weirsdale, FL with a zoning classification of Single Family Dwelling (R-1). The Parcel Identification Numbers for the subject property is 4938-001-001; the site has not been assigned an address. Located within the Stanton Beach subdivision, the legal descriptions are provided within the SUP application (see Attachment A). The site is located outside the Urban Growth Boundary (UGB), within the Secondary Springs Protection Zone (SSPZ), and within the Lake Weir Environmentally Sensitive Overlay Zone (ESOZ). The intention of this Special Use Permit request is to allow an accessory structure without a primary structure. The Special Use Permit request is in response to Permit No. BLDR-25-11-00771. A single-family residence located on PID 4938-001-*000*, located to the north of the subject property and across a public right-of-way (ROW), is under common management/ownership and serves as a vacation home. Specifically, Ward-Merrill, L.L.C is under the ownership of Charles Raymond Merrill and Adam Merrill, while the existing residence in PID 4938-001-000 to the north is under the ownership of Charles Raymond Merrill (Family Trust; see Attachment A).

Figure 2 (and Attachment A) provides a site plan for the requested use. The submitted site plan specifically indicates a one-story detached garage structure, approximately 1,890 square feet in size, along the northwest corner of the subject property. A single driveway within the subject property is provided along SE 155th Place.

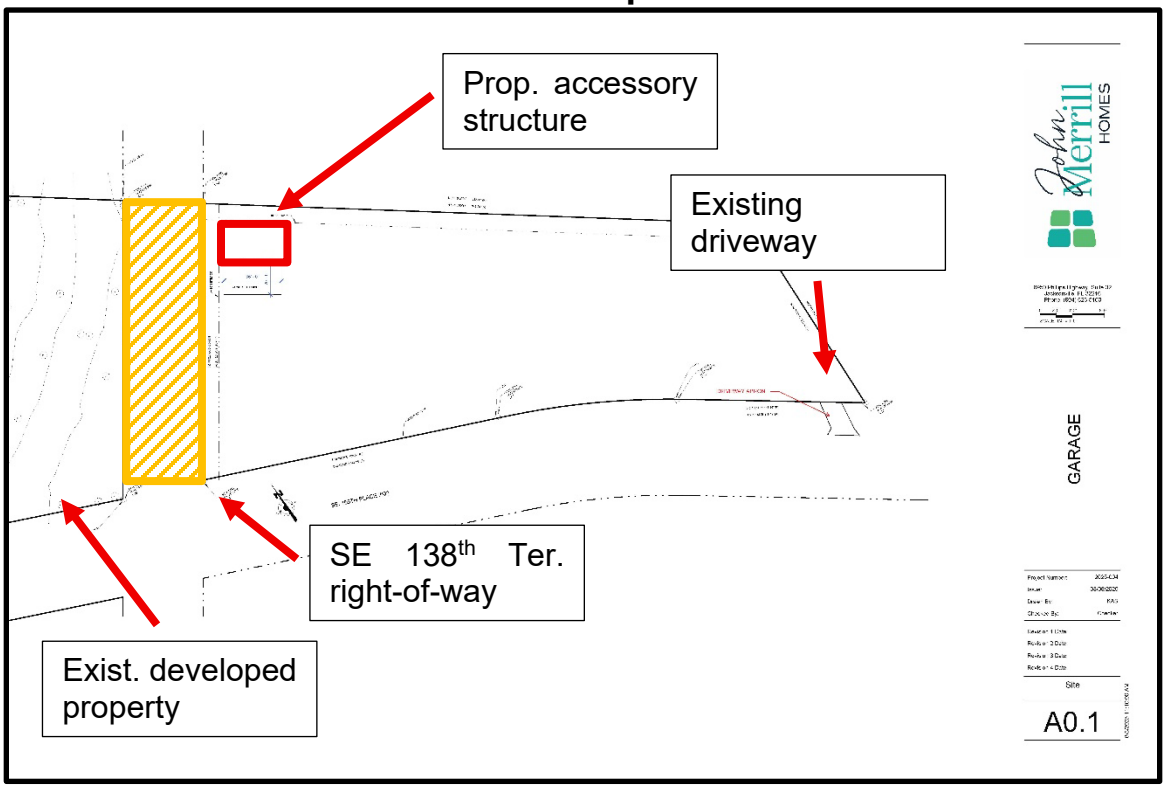
II. STAFF SUMMARY RECOMMENDATION

Staff recommends **APPROVAL WITH CONDITIONS**. LDC Section 4.2.6 requires that accessory structures be located in the rear or side yards, which ordinarily necessitates a primary structure prior to any accessory structure. That said, a request for an accessory structure without a primary structure would not result in increased density or intensity (i.e. residential dwelling units) than otherwise allowed within a RL-designated property. The proposed detached garage structure is functionally-related to an existing residence and has been located in such a way to accommodate a future on-site residential unit.

Staff therefore finds the proposed use is consistent with the Marion County Comprehensive Plan, compatible with the surrounding area, and will not adversely affect the public interest. The conditions in Section VII of this report are recommended to address compliance with the requirements in the Marion County Land Development Code (LDC) Sections 2.8.2.D and 2.8.3.B.

Figure 1
General Location Map

Figure 2
Concept Plan



III. NOTICE OF PUBLIC HEARING

The Growth Services Director has interpreted the requirements of Land Development Code (LDC) Sections 2.7.3.C, 2.7.3.B and 2.7.3.E to apply to SUP applications. Consistent with LDC Section 2.7.3.B., notice of public hearing was mailed to all property owners (14 owners) within 300 feet of the subject property on April 10, 2026. Consistent with LDC Section 2.7.3.B., public notice was posted on the subject property on April 14, 2026, and consistent with LDC Section 2.7.3.E., public notices were published through the Marion County website on April 13, 2026 for the Planning and Zoning Commission. Evidence of the above-described public notices are on file with the Growth Services Department and is incorporated herein by reference. As of the date of the initial distribution of this staff report, no letters of opposition or support have been received.

IV. BACKGROUND/CHARACTER OF AREA

A. *Existing Site Conditions.*

Figure 1, above, is a general location aerial displaying existing and surrounding site conditions. Figure 3 displays the subject and surrounding properties' existing uses as established by the Marion County Property Appraiser Office's Property Code (PC).

In general, properties within the existing Stanton Beach subdivision and other nearby subdivisions are predominantly related to residential uses. Staff notes several large vacant properties characterized as agricultural production and select institutional properties related to the nearby Kiwanis Beach at Albright Park, maintained by Marion County, and Lake Weir, owned by the State of Florida.

Staff conducted a site visit with on April 7, 2026. An additional site visit was conducted on April 14, 2026. Staff found that the subject property contains a single unpaved driveway along SE 155th Place. PID 4938-001-000 to the west of the subject property, currently under common management, contains an existing single-family residence and several accessory structures. The subject property itself contains significant vegetation along the eastern and southern boundaries. A chain-link fence (not owned by the subject property owner) delineates the northern subject property boundaries, which is directly adjacent to a property (PID 49351-000-00) with an existing single-family residence (and associated accessory structures).

B. *Zoning Classification.*

Figure 4 displays the existing zoning classifications for the subject property in relation to the existing zoning classifications of the surrounding properties.

In general, most properties within the Stanton Beach and other nearby subdivisions are residentially zoned. Staff notes select properties with agricultural and commercial zoning classifications—which either currently allow (or had

previously allowed and are thus considered legal non-conforming uses) single-family residences.

The nearby Kiwanis Beach at Albright Park to the north is zoned for government use.

C. *FLUM Designation.*

Figure 5 displays the existing Future Land Use (FLU) designation for the subject property in relation to the existing FLU designation of the surrounding properties. In general, properties—with the exception of nearby Kiwanis Beach at Albright Park to the north designated as Public (P)—are designated as Rural Land (RL).

The subject property is outside the Urban Growth Boundary (UGB), within the Secondary Springs Protection Overlay Zone (SSPOZ), and within the Lake Weir Environmentally Sensitive Overlay Zone (ESOZ), as established by the Marion County Comprehensive Plan.

Table 1, below, assembles the information in Figures 3, 4, and 5 in tabular form. Site photos are attached to this report (see Attachment C).

TABLE 1.
ADJACENT PROPERTY CHARACTERISTICS

Direction	FLUM Designation	Zoning Classification	MCPA Existing Use
Subject Property	Rural Land (RL)	Single-Family Dwelling (R-1)	Vacant Residential
North	Rural Land (RL)	Single-Family Dwelling (R-1)	Single Family Residential
South	Right-of-Way & Rural Land (RL)	Right-of-Way & Single-Family Dwelling (R-1)	Right-of-Way & Single Family Residential
East	Rural Land (RL)	Single-Family Dwelling (R-1)	Single Family Residential
West	Right-of-Way & Rural Land (RL)	Right-of-Way & Single-Family Dwelling (R-1)	Right-of-Way & Single Family Residential

Figure 3
Existing Use per Property Appraiser Property Code

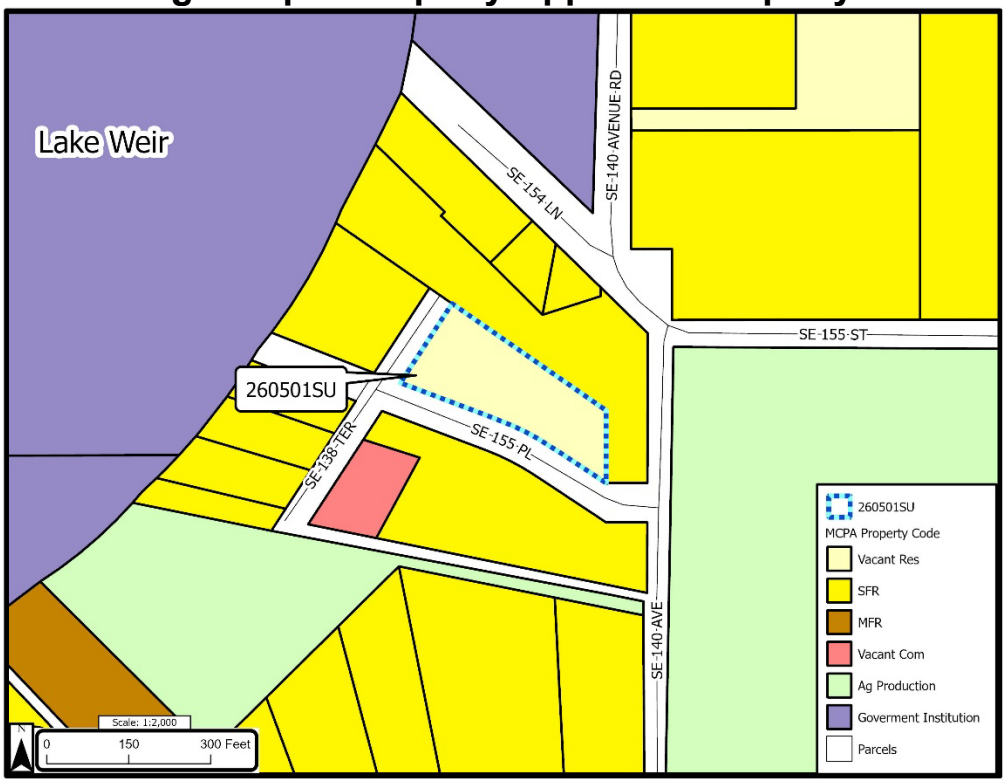


Figure 4
Zoning Classification

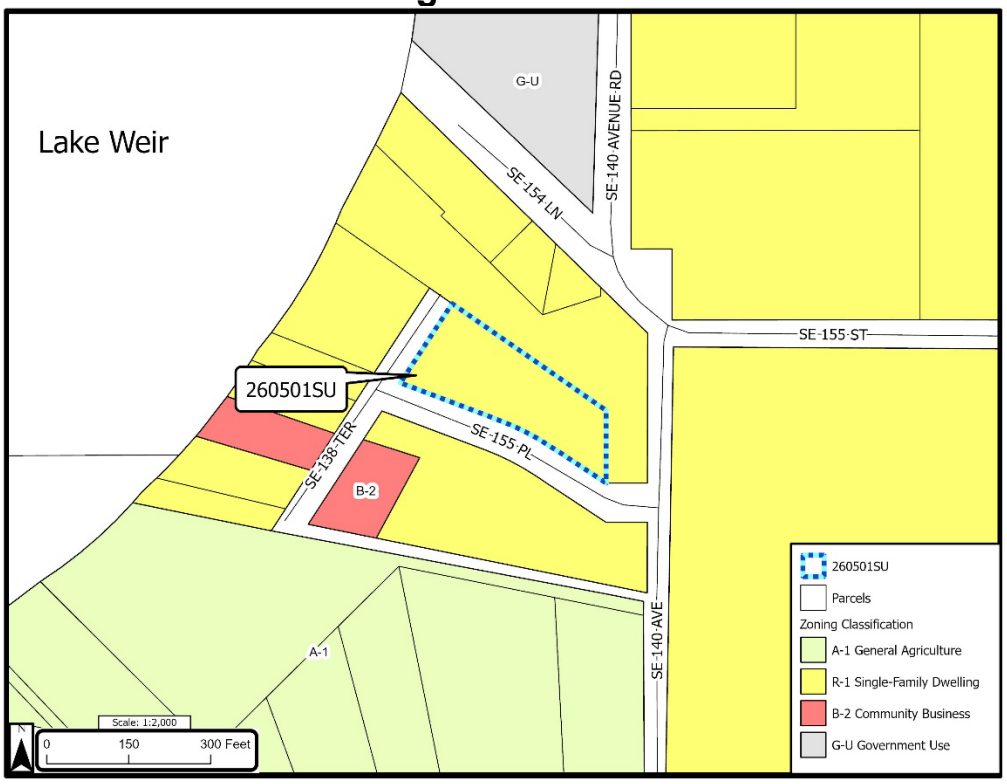


Figure 5
FLUMS Designation

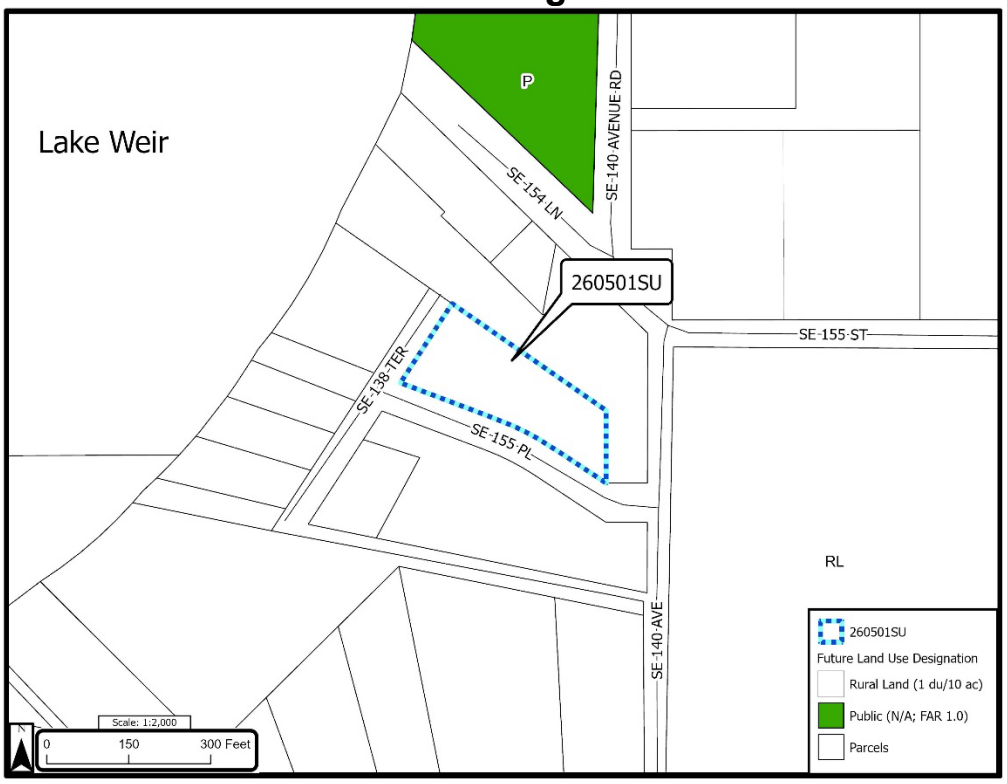
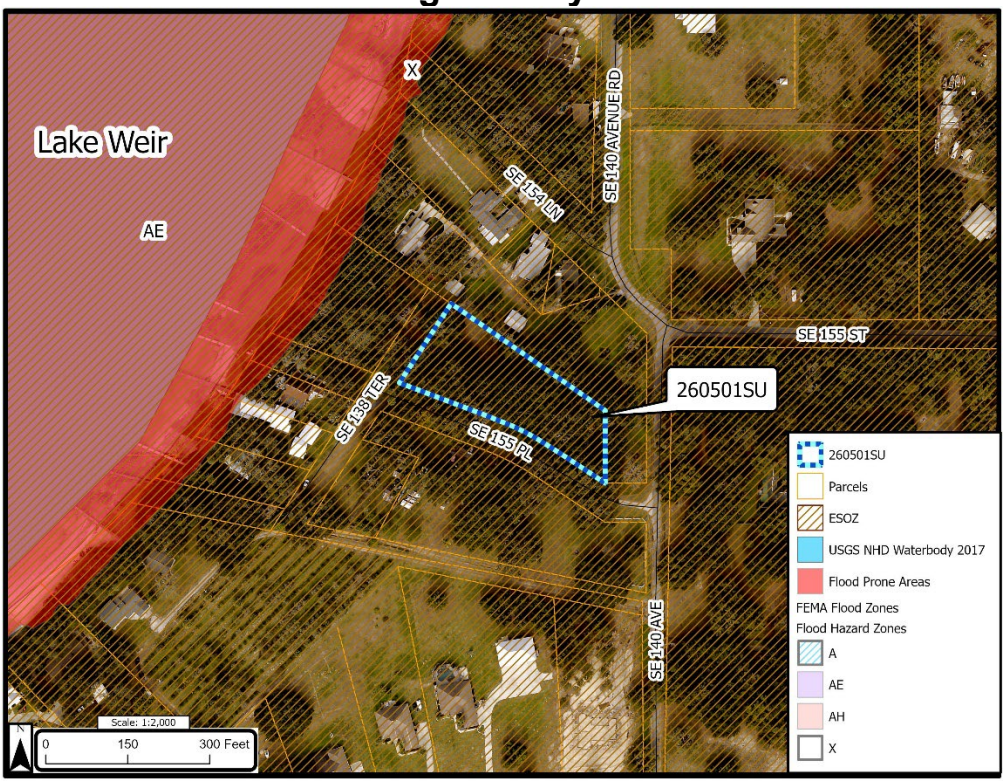


Figure 5
Existing Overlay Zones



V. ANALYSIS

LDC Section 2.8.2.D provides that in making a recommendation to the Board, the Commission shall make a written finding that granting the SUP will address nine specific requirements. LDC Section 2.8.3.B requires consistency with the Comprehensive Plan. Staff's analysis of compliance with these ten (10) requirements are addressed below.

*A. Provision for **ingress and egress** to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.*

Analysis: The subject property (and PID 4938-001-000 to the north) currently have access from one (1) driveway along SE 155th Place, an unpaved subdivision road. Given that the proposed accessory structure is intended to be used for personal use only—with limited additional trips, if at all, expected to be generated—the Office of the County Engineer (OCE) does not have traffic concerns with this Special Use Permit (SUP) request.

Staff therefore finds the application **is consistent** with provisions for ingress and egress.

*B. Provision for **off-street parking and loading areas**, where required, with particular attention to the items in (1) above and the economic, noise, glare, or odor effects of the SUP on adjoining properties and properties generally in the surrounding area.*

Analysis: The submitted SUP site plan currently indicates a concrete drive approximately twenty (20) feet in width and thirty-six (36) feet in length. Given that the proposed structure is not intended to be a dwelling unit that would result in additional parking demand and is instead intended to be accessory to any existing residence, Staff finds that the application **is consistent** with LDC provisions for off-street parking and loading.

*C. Provisions for **refuse and service area**, with particular reference to the items in (1) and (2) above.*

Analysis: The applicant indicates waste will be handled through a garbage bin to be located adjacent to the proposed garage service door (i.e. inside proposed structure).

Staff therefore concludes that the application **is consistent** with LDC provisions for refuse and service areas.

*D. Provision for **utilities**, with reference to locations, availability, and compatibility.*

Analysis: The subject property would be served by Duke Energy for electricity. Any electrical work will need to meet applicable County and State standards at the time of permitting.

The applicant indicates the proposed accessory structure will not require potable water or wastewater service. Staff therefore concludes that the application **is consistent** with LDC provisions for utilities, provided that the following condition(s) are met:

- *No well or septic permits shall be authorized for the subject property unless or until a primary residence is established.*

*E. Provision for **screening and buffering** of dissimilar uses and of adjacent properties where necessary.*

Analysis: Staff notes the subject property itself is heavily vegetated along the eastern and southern boundaries—a vegetative buffer approximately twenty-five (25) feet in width that would adequately screen the proposed accessory structure along SE 155th Place. Furthermore, Staff notes that the submitted site plan indicates the detached garage structure to be located more than eight (8) feet from all property boundaries, thus meeting R-1 zoning standards.

Staff therefore finds the application **is consistent** with provisions for screening and buffering, provided that the following condition(s)—consistent with LDC provisions that otherwise exempt single-family residences or duplexes from tree removal and buffering standards—are met:

- *A vegetative buffer along the eastern and southern subject property boundaries, approximately twenty-five (25) feet in width, shall be maintained, unless and until the construction of a single-family residence.*

*F. Provision for **signs**, if any, and **exterior lighting** with consideration given to glare, traffic safety, economic effects, and compatibility and harmony with properties in the surrounding area.*

Analysis: No signage currently exists immediately along County rights-of-way, nor is one proposed. Staff therefore concludes that the application is consistent with LDC provisions for signage.

The applicant indicates that decorative exterior coach lights, which are typical in residential properties and generally less intense compared to flood lights, will be installed. Furthermore, Staff notes significant vegetation exists along the southern and eastern subject property boundaries. Staff therefore concludes that the application **is consistent** with LDC provisions for signs and exterior lighting, provided the following condition(s) to reduce outdoor lighting impacts on the surrounding residential properties, provided that the following condition(s) are met:

- *Outdoor ground and building lighting shall not cast direct light on adjacent properties.*

G. *Provision for **required yards and other green space**.*

Analysis: As a standalone parcel eligible to construct one (1) primary single-family residence, Staff notes the property boundary along SE 155th Place would be considered the “front” of the subject property upon development. Any residential unit would thus need to meet a 25-feet front setback, an eight-foot side setback, a 25-foot rear setback, and a fifteen-foot side-street setback. Pursuant to LDC Section 4.2.6, accessory structures must be located in the rear or side yards, subject to an eight-foot rear or side setback.

The submitted site plan indicates a detached garage structure that meets ten-foot setbacks from all property lines along the northwestern corner of the subject property. Therefore, the proposed structure would be located within the rear or side yards of a potential single-family residence within the subject property and would meet R-1 side and rear setback requirements.

Staff therefore concludes that the application **is consistent** with LDC provisions for required yard and other green space, provided the following condition(s) are met:

- *Eight (8) foot setbacks from all subject property boundaries shall be observed for the siting of any accessory structure.*

H. *Provision for general **compatibility** with adjacent properties and other property in the surrounding area.*

Analysis: "Compatibility" is defined in Chapter 163.3164(9) of the Florida Statutes, under the Community Planning Act, as "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition." Figure 1 above provides a general location aerial displaying existing and surrounding site conditions. Figure 3 above displays the subject and surrounding properties' existing uses as established by the Marion County Property Appraiser Office's Property Code (PC).

In general, properties within the existing Stanton Beach subdivision and other nearby subdivisions are predominantly related to residential uses, with only select properties characterized by non-residential uses.

The proposed accessory structure is functionally related to an existing single-family residence. Staff notes that the subject property is under the ownership of Raymond C. Merrill and Adam Merrill (under Ward-Merrill, L.L.C.), while the existing residence in PID 4938-001-000 to the north is under the ownership of Raymond C. Merrill (Family Trust; see Attachment A).

That said, Staff acknowledges the potential for outdoor storage of personal goods and material on a property containing only an accessory storage structure, which may introduce visual clutter to the surrounding residential area and may attract potential commercial uses (i.e. warehouse with outdoor storage) if the property is otherwise transferred to owners unaware of applicable limitations. Staff therefore finds the application **is consistent** with provisions for compatibility, provided that the following staff condition(s) are met:

- *The Special Use Permit shall be contingent upon the ownership of the subject property, which shall remain under the ownership of Ward-Merrill, L.L.C and Charles Raymond Merrill. The Special Use Permit shall also be contingent upon the ownership of PID 4938-001-000, across the SE 138th Terrace right-of-way to the west of the subject property, which shall remain under ownership of Merrill C Raymond Family Trust and Charles Raymond Merrill. Should either property change in ownership/management, the accessory structure shall be removed from the subject property, unless a new Special Use Permit application is submitted for consideration.*
    - *The Special Use Permit shall terminate upon the construction of a single-family residence within the subject property.*
- *The storage of all personal goods and material shall be maintained within the proposed accessory structure.*

*I. Provision for meeting any **special requirements** required by the site analysis for the particular use involved.*

Analysis: LDC Section 4.2.6 requires that accessory structures be located in the rear or side yards, which ordinarily necessitates a primary structure prior to any accessory structure. A Special Use Permit is thus required to allow an accessory structure without a primary structure within the subject property. Staff finds that the proposed garage structure has been located in such a way to accommodate a future residential unit on-site, and would meet R-1 side and rear setback requirements for accessory structures upon the construction of a single-family residence.

To further mitigate issues specific to the proposed special use, Staff recommends the following condition(s):

- *The Special Use Permit authorizes the placement of an accessory structure for non-habitable purposes, which shall be located consistent with the submitted concept plan to accommodate the construction of a new single-family residence upon the subject property.*
- *The Special Use Permit shall expire on May 19, 2031; however, it may be renewed administratively three times for five year each by written instrument signed and issued by the Growth Services Director (or designee), 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 feet of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit; and/or*
- *The Growth Services Director determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or equivalent review process at the time).*

J. Consistency with the Comprehensive Plan.

1. **FLUE Policy 2.1.5** on Permitted and Special Use provides, “The County shall identify permitted and special uses for each land use designation and zoning classification, as further defined in the Comprehensive Plan, Zoning, and LDC.”

   Analysis: LDC Section 4.2.6 requires that accessory structures be located in the rear or side yards, which ordinarily necessitates a primary structure prior to any accessory structure. Staff finds that the proposed garage structure would be located within the rear or side yards of a potential residential unit within the subject property.

   Given that a Special Use Permit is the proper process to allow an accessory structure without a primary structure, this application **is consistent** with FLUE Policy 2.1.5, provided that all previously-listed conditions are met.

2. **FLUE Policy 3.1.4** on Rural Area outside the UGB provides, "The lands outside of the UGB shall generally be referred to as the Rural Area and development in this area shall be guided by the following principles and as further defined in the LDC:

   (1) Protect the existing rural and equestrian character of the area and acknowledge that a certain portion of the County's population will desire to live in a rural setting.
   (2) Promote and foster the continued operation of agricultural activities, farms, and other related uses that generate employment opportunities in the Rural Area.
   (3) Establish a framework for appropriate future opportunities and development options including standards that address the timing of future development.

(4) Create a focused strategy for the regulation of mining and resource extraction activity.

Allow for new Rural Land and Rural Activity Center Future Land Use designations with a Comprehensive Plan Amendment (CPA), as further allowed in this Plan and as further defined in the LDC."

Analysis: The subject site is designated as Rural Land (RL) and the applicant proposes a detached garage structure without a primary residence within the subject property. As a parcel of record, the subject property would be entitled to one (1) primary residence and related accessory structures.

The request would not result in increased density or intensity (i.e. residential dwelling units) than otherwise allowed by right within a property designated as Rural Land. Therefore, the proposed special use **is consistent** with FLUE Policy 3.1.2.

3. **FLUE Policy 8.1.1** on the Protection of Existing Residential Development provides, “The County shall recognize existing residential development and require that new development address issues of compatibility through implementation and maintenance of LDC that address density and intensity impacts of new development to the surrounding area and uses.”

4. **Analysis:** The subject site is located within the residential Stanton Beach subdivision. The request for an accessory structure without a primary structure would not result in increased density or intensity (i.e. residential dwelling units) than otherwise allowed within a RL-designated property. Furthermore, the proposed detached garage structure, as indicated in the submitted site plan, would be located within the rear or side yards of a potential residential unit within the subject property, and would meet R-1 side and rear setback requirements. Staff has proposed conditions related to buffering and outdoor storage.

   This special use **is thus consistent** with FLUE Policy 8.1.1, provided all previously-listed conditions are met.

Based on the above findings, staff concludes the SUP **is consistent** with LDC Sections 2.8.2.D and 2.8.3.B. The conditions in Section VII of this report are recommended to further address compliance.

VI. ALTERNATIVE ACTIONS

A. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein, and make a recommendation to **DENY** the Special Use Permit.

B. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein so

as to support the approval of the Ordinance with amended conditions, and make a recommendation to the Commission to adopt a proposed Ordinance to **APPROVE WITH AMENDED CONDITIONS** the Special Use Permit.

C. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, identify any additional data and analysis needed to support a recommendation on the proposed Ordinance, make a recommendation to **TABLE** the application for up to two months in order to provide the identified data and analysis needed to make an informed recommendation on the proposed Ordinance.

VII. STAFF RECOMMENDATION

Staff recommends the Planning & Zoning (P&Z) Commission enter into the record the Staff Report, and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein, and make a recommendation to **APPROVE WITH CONDITIONS** the Special Use Permit based on compatibility in the area, compliance with the Comprehensive Plan, and lack of adverse impacts to the surrounding area.

To address compliance with LDC Sections 2.8.2.D and 2.8.3.B, the following conditions are recommended in the event that the Board chooses to agree with staff recommendation and approve the requested special use with the conditions that:

1. *The Special Use Permit authorizes the placement of an accessory structure for non-habitable purposes, which shall be located consistent with the submitted concept plan to accommodate the construction of a new single-family residence upon the subject property.*
2. *The Special Use Permit shall be contingent upon the ownership of the subject property, which shall remain under the ownership of Ward-Merrill, L.L.C and Charles Raymond Merrill. The Special Use Permit shall also be contingent upon the ownership of PID 4938-001-000, across the SE 138th Terrace right-of-way to the west of the subject property, which shall remain under ownership of Merrill C Raymond Family Trust and Charles Raymond Merrill. Should either property change in ownership/management, the accessory structure shall be removed from the subject property, unless a new Special Use Permit application is submitted for consideration.*
    a. *The Special Use Permit shall terminate upon the construction of a single-family residence within the subject property.*
3. *Eight (8) foot setbacks from all subject property boundaries shall be observed for the siting of any accessory structure.*
4. *A vegetative buffer along the eastern and southern subject property boundaries, approximately twenty-five (25) feet in width, shall be maintained, unless and until the construction of a single-family residence.*

5. *No well or septic permits shall be authorized for the subject property unless or until a primary residence is established.*
6. *The storage of all personal goods and material shall be maintained within the proposed accessory structure.*
7. *Outdoor ground and building lighting shall not cast direct light on adjacent properties.*
8. *The Special Use Permit shall expire on May 19, 2031; however, it may be renewed administratively three times for five year each by written instrument signed and issued by the Growth Services Director (or designee), unless:*
    a. *There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit;*
    b. *Neighboring property owners within 300 feet of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit; and/or*
    c. *The Growth Services Director determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or equivalent review process at the time).*

VIII. PLANNING & ZONING COMMISSION RECOMMENDATION

APPROVAL WITH CONDITIONS (BY CONSENT)

IX. BOARD OF COUNTY COMMISSIONERS ACTION

To be determined. Scheduled for June 2, 2026 at 2:00 PM.

X. LIST OF ATTACHMENTS

A. Application
B. DRC Comments Letter
C. Site Photos
D. Permit No. BLDR-25-11-00771
E. POM No. 295D-4

STAFF/OFFICE USE ONLY	
Case No.:	
AR No.:	
PA:	

__ New or Modification $1,000
__ Expired $1,000
__ Renewal (no changes) $300

SPECIAL USE PERMIT APPLICATION

The undersigned hereby requests a Special Use Permit in accordance with Marion County Land Development Code, Articles 2 and 4, for the purpose of: Constructing an accessory structure on the property without a primary residence

Property/Site Address: 0 SE 155th Place, Weirsdale Florida 32195
Property Dimensions: 343'x173' **Total Acreage:** 1.64

Legal Description: (Please attach a copy of the deed and location map.) **Parcel Zoning:** R-1

Parcel Account Number(s): 4938-001-001

Each property owner(s) MUST sign this application or provide written authorization naming the applicant or agent below to act on their behalf. **Please print all information, except for the Owner and Applicant/Agent *signature*. If multiple owners or applicants, please use additional pages.**

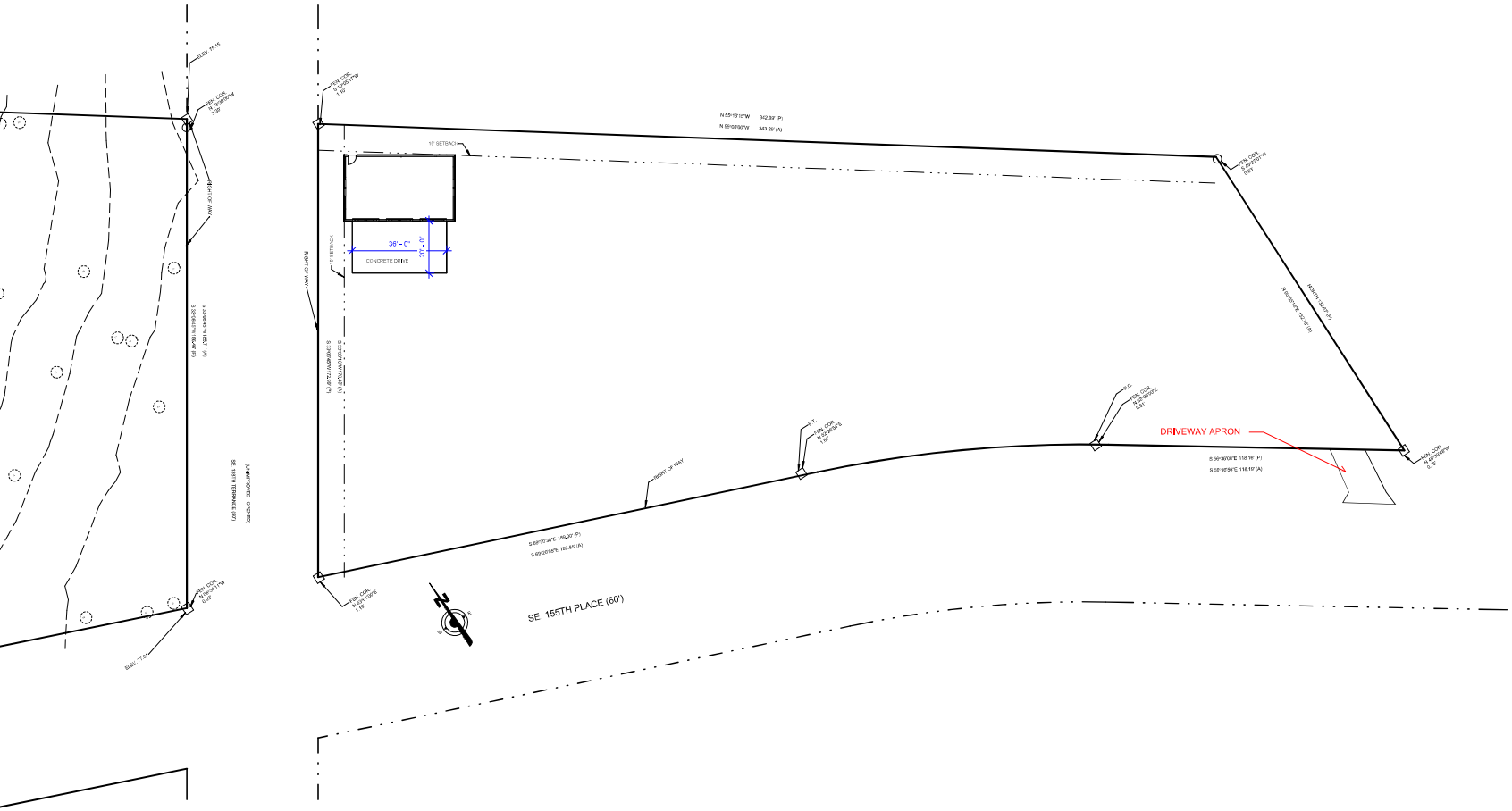
Ward-Merrill	
Property Owner Name (please print)	**Applicant or Agent Name (please print)**
825 NW 13th Street	
Mailing Address	**Mailing Address**
Gainesville, FL 32601	
City, State, Zip Code	**City, State, Zip Code**
904-229-3160	
Phone Number (include area code)	**Phone Number (include area code)**
adamm@johnmerrillhomes.com	
E-Mail Address (include complete address)	**E-Mail Address (include complete address)**
Adam Merrill Digitally signed by Adam Merrill DN: C=US, E=adamm@johnmerrillhomes.com, O=John Merrill Homes, CN=Adam Merrill Reason: I am approving this document Date: 2026.02.02 11:36:01-05'00'	
Signatures*	***Signatures***

*By signing this application, applicant hereby authorizes Growth Services to enter onto, inspect, and traverse the property indicated above, to the extent Growth Services deems necessary, for the purposes of assessing this application and inspecting for compliance with County ordinance and any applicable permits.

STAFF/OFFICE USE ONLY				
Project No.:	*Code Case No.:*		*Application No.:*	
Rcvd by:	*Rcvd Date: / /*	*FLUM:*	*AR No.:*	*Rev: 10/20/21*

Please note: The Special Use Permit will not become effective until after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent must be present at the public hearing to represent this application. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is non-refundable.

For more information, please contact the Zoning Division at 352-438-2675.



John Merrill HOMES

6950 Phillips Highway, Suite 32
Jacksonville, FL 32216
Phone: (904) 626-5100

0 2'-0" 4'-0" 8'-0"
SCALE: 1/4" = 1'-0"

GARAGE

Project Number:	2025-004
Issue:	08/08/2025
Drawn By:	KAS
Checked By:	Checker
Revision 1 Date:	
Revision 2 Date:	
Revision 3 Date:	
Revision 4 Date:	

Site

A0.1

8/8/2025 11:10:00 AM

Marion County Findings in Fact

1. Provision for ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe

There is a proposed concrete apron on the site plan that we intend to use for our ingress and egress.

2. Provision for off-street parking and loading areas, where required, with particular attention to the items in (1) above and the economic, noise, glare, or odor effects of the SUP on adjoining properties and properties generally in the surrounding area.

There is plenty of room on the property for off street parking. It is almost 2 acres

3. Provisions for refuse and service area, with particular reference to the items in (1) and (2) above.

We will be able to keep trash and waist by the service door off the garage

4. Provision for utilities, with reference to locations, availability and compatibility.

There is a power pole with a transformer on the adjacent property. We will only have power on the building so we don't need water or sewer.

5. Provision for screening and buffering of dissimilar uses and of adjacent properties where necessary.

No dissimilar use properties are adjacent

6. Provision for signs, if any, and exterior lighting with consideration given to glare, traffic safety, economic effects and compatibility and harmony with properties in the surrounding area.

No signs planned and lighting will be residencial exterior coach lights for the garage

7. Provision for required yards and other green space.

THe property is almost 2 acres and will have plenty of yard space

8. Provision for general compatibility with adjacent properties and other property in the surrounding area.

It is a residential garage structure and there is one on the adjacent property. It will be close to the primary home on the adjoining property that is owned by the same person and will fit into the surroundings

9. Provision for meeting any special requirements required by the site analysis for the particular use involved.

We don't see that there are any special requirements required on this site.

Marion County Findings in Fact

1. The property is owned by Ward-Merrill, LLC. The Company is owned by Adam Merrill and Charles Raymond Merrill. The adjacent property with parcel number 4938-001-000 is owned by Merrill C Raymond Family Trust which is a trust of Charles Raymond Merrill.
2. Adam Merrill is the son of Charles Merrill.
3. Parcel 4938-001-000 includes a primary residence
4. Charles and Adam would like to build a detached garage on the property in question 4938-001-001
5. Both properties have been in the Merrill Family since the 1950's and the intent is to retain both properties in perpetuity.
6. The two parcels are separated by a county road which is grass and not traveled. There is no appearance of a road at all. It looks as if the properties are one.

ATTACHMENT A

Rec. **$18.50**
DS **$490.00**

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Fred N. Roberts, Jr., Esq.
Klein & Klein, LLC
40 SE 11th Ave.
Ocala, Florida 34471
Our File No.: **F2023131**
Property Appraisers Parcel Identification (Folio) Number: **4938-001-001**

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 14 day of **November, 2023** by **RICHARD E. REYNOLDS and KRISTIN E. REYNOLDS, Individually and as Trustees of the REYNOLDS FAMILY TRUST, dated July 26, 2017, a California trust in compliance with s.736.0403 of the Florida Trust Code**, whose post office address is **1487 Sauvignon Court, Livermore, CA 94550,** herein called the Grantor, to **WARD-MERRILL, LLC, a Florida limited liability company,** whose post office address is **825 NW 13th Street, Gainesville, FL 32601**, hereinafter called the Grantee:
(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in MARION County, State of Florida, viz.:

Block 1, of STANTON BEACH, according to the Plat thereof recorded in Plat Book "C", Page 48, of the Public Records of Marion County, Florida.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

SUBJECT to easements, restrictions and reservations of record, if any, which are not intended to be reimposed hereby, and taxes for the year 2024 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
CFN# 2023149372 BK 8195 Pgs 0197-0198 11/21/2023 10:20:19 AM
REC FEE 18.50 INDEX 2.00 DEED DOC 490.00

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature Stacy Belmont

Witness #1 Printed Name

Witness #2 Signature Anubha Gambhir

Witness #2 Printed Name

RICHARD E. REYNOLDS, Individually

KRISTIN E. REYNOLDS, Individually

REYNOLDS FAMILY TRUST, dated July 26, 2017, a California trust in compliance with s.736.0403 of the Florida Trust Code

By: _____
Richard E. Reynolds, Trustee

By: _____
Kristin E. Reynolds, Trustee

STATE OF California
COUNTY OF Alameda

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of November, 2023, by RICHARD E. REYNOLDS and KRISTIN E. REYNOLDS, Individually and as Trustees of the REYNOLDS FAMILY TRUST, dated July 26, 2017, a California trust in compliance with s.736.0403 of the Florida Trust Code who are personally known to me or have produced D.L. as identification.

Anubha Gambhir
Notary Public

«{NOTARY_SEAL}»

Anubha Gambhir
Printed Notary Name
My Commission Expires: Dec 21, 2023

ANUBHA GAMBHIR
Notary Public - California
San Joaquin County
Commission # 2316606
My Comm. Expires Dec 21, 2023

File No.: **F2023131**

LTF

GREGORY C HARRELL MARION COUNTY FL
CFN# 2023149372 OR BK 8195 PG 198 Pgs 0197-0198 11/21/2023 10:20:19 AM

Detail by Entity Name

Florida Limited Liability Company
WARD-MERRILL, LLC

Filing Information

Document Number	L10000038088
FEI/EIN Number	27-3136631
Date Filed	04/08/2010
Effective Date	04/08/2010
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	09/28/2023
Event Effective Date	NONE

Principal Address

825 NW 13TH STREET
GAINESVILLE, FL 32601

Mailing Address

825 NW 13TH STREET
GAINESVILLE, FL 32601

Registered Agent Name & Address

MERRILL, C. RAY
825 NW 13TH STREET
GAINESVILLE, FL 32601

Name Changed: 09/01/2021

Authorized Person(s) Detail

Name & Address

Title MGR

MERRILL, C. RAY
825 NW 13TH STREET
GAINESVILLE, FL 32601

Title MGR

MERRILL, ADAM
152 MATTHEWS LANE
PONTE VEDRA BEACH, FL 32082

Annual Reports

Report Year	Filed Date
2023	01/23/2023
2024	03/18/2024
2025	03/05/2025

Document Images

03/05/2025 -- ANNUAL REPORT	View image in PDF format
03/18/2024 -- ANNUAL REPORT	View image in PDF format
09/28/2023 -- LC Amendment	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
02/28/2022 -- ANNUAL REPORT	View image in PDF format
09/01/2021 -- LC Amendment	View image in PDF format
02/08/2021 -- ANNUAL REPORT	View image in PDF format
01/30/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
02/06/2018 -- ANNUAL REPORT	View image in PDF format
01/17/2017 -- ANNUAL REPORT	View image in PDF format
02/09/2016 -- ANNUAL REPORT	View image in PDF format
02/02/2015 -- ANNUAL REPORT	View image in PDF format
01/30/2014 -- ANNUAL REPORT	View image in PDF format
02/14/2013 -- ANNUAL REPORT	View image in PDF format
01/31/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
04/08/2010 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser

501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2026 Property Record Card

4938-001-001

Prime Key: 3745825 | MAP IT+ | Current as of 4/1/2026

Property Information

WARD-MERRILL LLC
1106 NW 40TH DR
GAINESVILLE FL 32605-4751

Taxes / Assessments:
Map ID: 295
Millage: 9001 - UNINCORPORATED

M.S.T.U.
PC: 00
Acres: 1.64

2025 Certified Value

Land Just Value	$70,955
Buildings	$0
Miscellaneous	$0
Total Just Value	$70,955
Total Assessed Value	$70,955
Exemptions	$0
Total Taxable	$70,955

Ex Codes:

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2025	$70,955	$0	$0	$70,955	$70,955	$0	$70,955
2024	$70,955	$0	$0	$70,955	$70,955	$0	$70,955
2023	$70,955	$0	$0	$70,955	$70,955	$0	$70,955

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
8195/0197	11/2023	07 WARRANTY	4 V-APPRAISERS OPINION	U	V	$70,000
7373/1165	01/2021	07 WARRANTY	0	U	V	$100
5518/0031	05/2011	26 TRUSTEE	0	U	V	$100
5518/0029	01/2010	70 OTHER	0	U	I	$100
3025/1550	09/2001	78 TRUSTHX	0	U	I	$100
0261/0517	07/1945	07 WARRANTY	0	U	V	$100

Property Description

SEC 20 TWP 17 RGE 24
PLAT BOOK C PAGE 048
STANTON BEACH
ALL OF BLK 1
Parent Parcel: 4938-001-000

Land Data - Warning: Verify Zoning

Privacy - Terms

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
0001		421.0	170.0	R1	1.64	AC						

Neighborhood 8090
Mkt: 10 70

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width

Appraiser Notes

ADU N/A

Planning and Building
** Permit Search **

Permit Number	Date Issued	Date Completed	Description

PID 4938-001-000

ATTACHMENT A

Marion County Zoning Department
2710 E Silver Springs Blvd.
Ocala, FL 34470

To Whom it may concern:

I am seeking to construct a garage on the property with parcel number 4938-001-001. This property is owned by Ward-Merrill, LLC. Ward-Merrill, LLC is a Florida corporation that is owned by my son, Adam Merrill, and myself, Charles Raymond Merrill with each person owning fifty percent of the company.

I also own the property with parcel number 4938-001-000. This property is owned by me personally in the name of Merrill C Raymond Family Trust. We utilize both properties as they are one other than the owning entities.

Both of these properties have been in our family for 3 generations and will remain in our family for years to come.

I have given Adam Merrill, my son, the authority to act on my behalf as our contractor and part owner of this property to apply for the special use permit and work towards constructing a garage for my use.

Thank you for your consideration in this matter.

Sincerely,

DocuSigned by:
C Raymond Merrill
3B1C060D9FFE479...
C. Ray Merrill

This Instrument prepared by and return to:
Richard M. White, Esquire
White & Crouch, P.A.
5303 SW 91st Drive #200
Gainesville, Florida 32608

RECORD AND RETURN TO

THIS INSTRUMENT PREPARED WITHOUT EXAMINATION OF TITLE

Tax Parcel No.: 4938-001-000

Record $18.50
SS .70
Total $19.20

DAVID R ELLSPERMANN CLERK OF COURT MARION COUNTY
DATE: 05/17/2011 03:17:57 PM
FILE #: 2011044723 OR BK 05518 PGS 0033-0034
REC 18.50 DEED DS 0.70

WARRANTY DEED

THIS INDENTURE, made this 13 day of May, 2011, between Charles Raymond Merrill, whose mailing address is 825 NW 13th Street, Gainesville, Florida 32601, Grantor, and C. Raymond Merrill as Trustee of the C. Raymond Merrill Family Trust dated February 21, 1995, whose mailing address is 825 NW 13th Street, Gainesville, Florida 32601, Grantee;

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten and no/100 Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, the following described land, situate, lying and being in Marion County, Florida, to-wit:

> Block 4, of Stanton Beach, according to the plat thereof recorded in Plat Book "C", page 48, of the Public Records of Marion County, Florida.
>
> Subject to easements, restrictions and reservations of record, if any, and taxes for the calendar year 2011.

The property herein conveyed is not the homestead of the Grantor. Grantor resides in Gainesville, Alachua County, Florida.

Full power and authority is hereby granted to said Trustee and each Successor Trustee to protect, to conserve, to sell, to lease, to encumber, to convey, or otherwise to manage and dispose of the property described herein. The powers of the Trustee and all Successor Trustees shall extend to any and all rights which the Grantor possesses in the above-described real property; any deed, mortgage or other instrument executed by the Trustees shall convey all rights or interests of the Grantor, and the Trustees are appointed as the attorneys-in-fact for the Grantor to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Grantor.

No party dealing with said Trustee in relation to said property in any manner whatsoever shall be obliged to see to the application of any purchase money, rent or money borrowed or otherwise advanced, nor to inquire into the authority of said Trustee to see that the terms of the Trust have been complied with.

TO HAVE AND TO HOLD the said described property with all and singular rights, interest and appurtenances thereunto appertaining unto the said Trustee, in trust, nevertheless, upon the conditions and for the uses and purposes set out in the said Trust Agreement to which reference is made, and it is made a part hereof by reference.

Said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Upon the death, resignation or incapacity of C. Raymond Merrill, the Trustee, then Grantor's children Jaime L. Smith and Adam C. Merrill, or either one as they may agree, are named as successor Trustee.

The written acceptance of the Successor Trustees recorded upon the public records in the county where the real property described above is located, together with evidence of the current Trustee's death, incapacity or resignation shall be deemed conclusive proof that the Successor Trustee provisions of the aforesaid Trust have been complied with. Evidence of a Trustee's death shall consist of recording a certified copy of that Trustee's death certificate. Evidence of a Trustee's incapacity shall consist of an affidavit signed by two physicians licensed to practice medicine in Florida establishing that that Trustee is incapable of performing duties as Trustee of the aforesaid Trust. Evidence of a Trustee's resignation shall consist of a resignation, duly executed and acknowledged by that Trustee and recorded.

The Successor Trustees shall have all powers as granted herein to the initial Trustee.

IN WITNESS WHEREOF, Grantors hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness: _____
Richard M. White

_____ (SEAL)
Charles Raymond Merrill

Witness: _____
Patricia K. Kutz

STATE OF FLORIDA :
:SS
COUNTY OF ALACHUA :

The foregoing instrument was acknowledged before me this 13 day of May, 2011, by Charles Raymond Merrill, who:
[ ] is personally known to me; or
[✓] produced his Florida Driver License as identification.

_____
Notary Public

PATRICIA K. KUTZ
Commission DD 671504
Expires June 14, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

This is a conveyance to trustee which is not pursuant to a sale and in respect to which minimum state documentary stamps are due (Rule 12B-4.013(32), F.A.C.).

Jimmy H. Cowan, Jr., CFA
Marion County Property Appraiser

501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2026 Property Record Card

4938-001-000

Prime Key: 1175577 | MAP IT+ | Current as of 4/21/2026

Property Information

MERRILL C RAYMOND FAMILY TRUST
MERRILL C RAYMOND TR
1106 NW 40TH DR
GAINESVILLE FL 32605-4751

Taxes / Assessments:
Map ID: 295
Millage: 9001 - UNINCORPORATED

M.S.T.U.
PC: 01
Acres: .89

Situs:

2025 Certified Value

Land Just Value	$449,106
Buildings	$55,318
Miscellaneous	$4,469
Total Just Value	$508,893
Total Assessed Value	$508,893
Exemptions	$0
Total Taxable	$508,893

Ex Codes:

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2025	$449,106	$55,318	$4,469	$508,893	$508,893	$0	$508,893
2024	$449,106	$54,330	$4,505	$507,941	$507,941	$0	$507,941
2023	$449,106	$49,811	$4,989	$503,906	$484,106	$0	$484,106

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
5518/0033	05/2011	07 WARRANTY	0	U	I	$100
5518/0032	05/2011	26 TRUSTEE	0	U	I	$100
5518/0029	01/2010	70 OTHER	0	U	I	$100
3025/1550	09/2001	78 TRUSTHX	0	U	I	$100
0261/0517	07/1945	07 WARRANTY	0	U	I	$2,050

Property Description

SEC 20 TWP 17 RGE 24
PLAT BOOK C PAGE 048
STANTON BEACH
BLK 4 LOTS 1.2.3.4

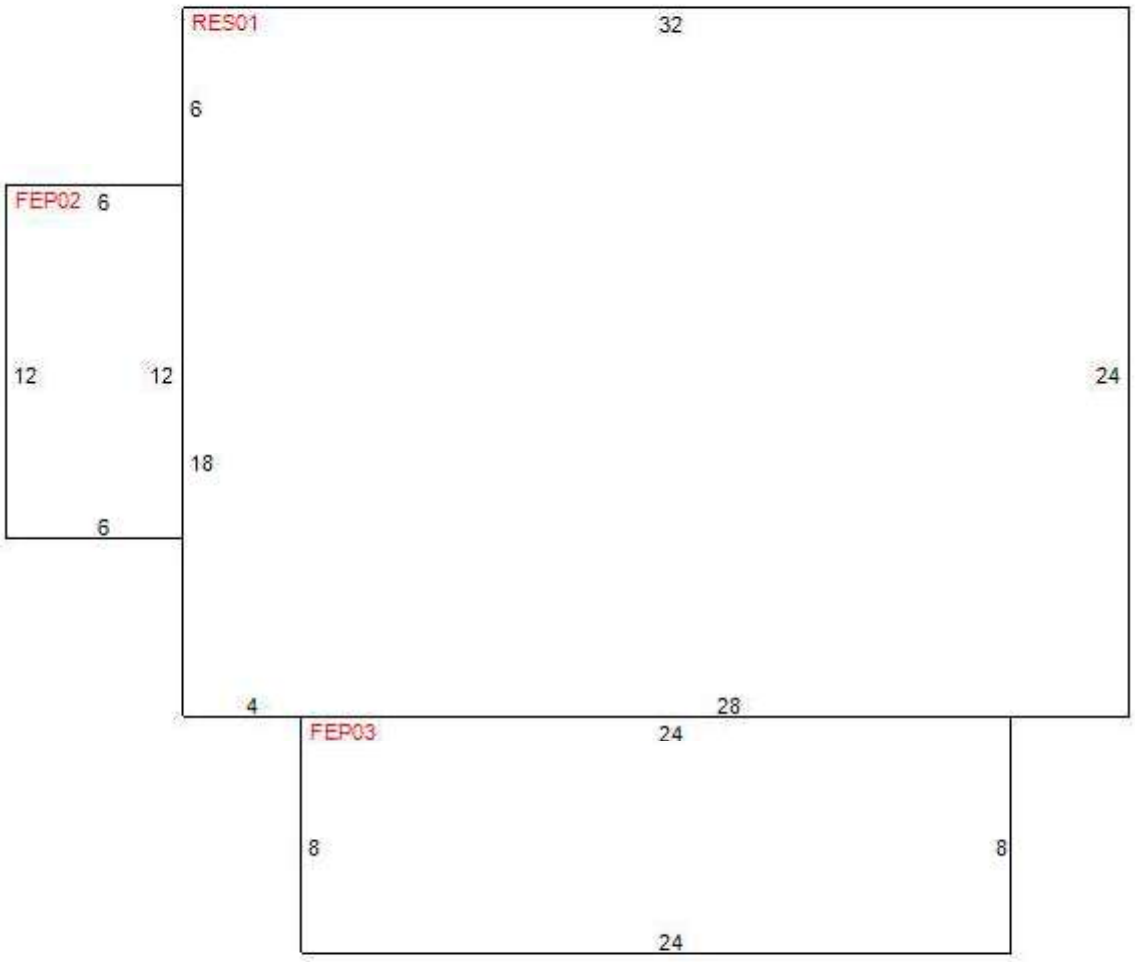
Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
0130		185.0	210.0	R1	185.00	FF						

Neighborhood 8090
Mkt: 10 70

Traverse

Building 1 of 1
RES01=L32D6D18R4R28U24.L32D6
FEP02=L6D12R6U12.R4D18
FEP03=D8R24U8L24.



Building Characteristics

Improvement	1F - SFR- 01 FAMILY RESID
Effective Age	6 - 25-29 YRS
Condition	2
Quality Grade	400 - FAIR
Inspected on	5/3/2016 by 187

Year Built 1934
Physical Deterioration 0%
Obsolescence: Functional 0%
Obsolescence: Locational 0%
Architecture H - HISTORICAL RESIDENCE
Base Perimeter 112

Type ID	Exterior Walls	Stories	Year Built	Finished Attic	Bsmt Area	Bsmt Finish	Ground Floor Area	Total Flr Area

RES	0126 - SIDING-NO SHTG	1.00	1934	N	0 %	0 %	768	768
FEP	0226 - SIDING-NO SHTG	1.00	1934	N	0 %	0 %	72	72
FEP	0326 - SIDING-NO SHTG	1.00	1934	N	0 %	0 %	192	192

Section: 1

Roof Style: 10 GABLE
Roof Cover: 08 FBRGLASS SHNGL
Heat Meth 1: 22 DUCTED FHA
Heat Meth 2: 00
Foundation: 3 PIER
A/C: Y

Floor Finish: 34 HARDWD ON CONC
Wall Finish: 12 PLYWD PANELING
Heat Fuel 1: 10 ELECTRIC
Heat Fuel 2: 00
Fireplaces: 0

Bedrooms: 2
4 Fixture Baths: 0
3 Fixture Baths: 1
2 Fixture Baths: 0
Extra Fixtures: 2

Blt-In Kitchen: Y
Dishwasher: N
Garbage Disposal: N
Garbage Compactor: N
Intercom: N
Vacuum: N

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
256 WELL 1-5 BTH	1.00	UT	99	1972	1	0.0	0.0
190 SEPTIC 1-5 BTH	1.00	UT	99	1972	1	0.0	0.0
ADU UTILITY-ALUM	80.00	SF	40	1996	1	8.0	10.0
UDC CARPORT-UNFIN	240.00	SF	40	1996	1	12.0	20.0
159 PAV CONCRETE	546.00	SF	20	1996	3	0.0	0.0
030 DOCK WOOD	800.00	SF	10	2011	3	0.0	0.0
DCK DECK-WOOD	224.00	SF	40	2011	2	14.0	16.0

Appraiser Notes

Planning and Building
** Permit Search **

Permit Number	Date Issued	Date Completed	Description

ATTACHMENT B

SUBMITTAL SUMMARY REPORT
PL SUP-000298-2026

PLAN NAME:	SUP_ WARD-MERRILL LLC	**LOCATION:**	0
APPLICATION DATE:	02/02/2026	**PARCEL:**	4938-001-001
DESCRIPTION:	Accessory structure without a primary structure		

CONTACTS	NAME	COMPANY
Applicant	Adam Merrill	John Merrill Homes, LLC
Owner	Adam Merrill	John Merrill Homes, LLC

SUBMITTAL	STARTED	DUE	COMPLETE	STATUS
GS Development Review Depts Reviews v.1	02/10/2026	02/24/2026	02/26/2026	Approved

SUBMITTAL DETAILS

GS Development Review Depts Reviews v.1

ITEM REVIEW	ASSIGNED TO	DUE	COMPLETE	STATUS
911 Management (DR) (911 Management)	Janet Warbach	02/24/2026	02/12/2026	Not Required
Environmental Health (Plans) (Environmental Health)	Evan Searcy	02/24/2026	02/18/2026	Approved
Fire Marshal (Plans) (Fire)	Roxanna Coleman	02/24/2026	02/10/2026	Not Required
Growth Services Planning & Zoning (DR) (GS Planning and Zoning)	Elizabeth Madeloni	02/24/2026	02/10/2026	Informational
Comments	The review will be conducted at the time of the reporting process.			
Landscape (Plans) (Parks and Recreation)	Susan Heyen	02/24/2026	02/11/2026	Informational
Comments	no comments - Residential use			
OCE Property Management (Plans) (Office of the County Engineer)		02/24/2026	02/26/2026	Not Required
Comments	ROW is not a reviewer for this type of plan			
OCE Stormwater (Permits & Plans) (Office of the County Engineer)	Alexander Turnipseed	02/24/2026	02/10/2026	Informational
Comments	Stormwater is not opposed to the special use permit. The applicant is requesting a SUP for the purpose of constructing an accessory structure without a primary residence on it. Parcel # 4938-001-001 is 1.64 acres in size. There are no FEMA Flood Zones or County Flood Prone Areas on this site. Per the MCPA, this site currently has 0 SF of impervious coverage. This site will be subject to a Major Site Plan or a stormwater compliance waiver when its existing and proposed impervious coverage exceeds 9,000 SF.			
OCE Survey (Plans) (Office of the County Engineer)	Theresa Smail	02/24/2026	02/17/2026	Not Required
OCE Traffic (Permits & Plans) (Office of the County Engineer)	Chris Zeigler	02/24/2026	02/10/2026	Approved

Utilities (Plans) (Utilities)	Heather Proctor	02/24/2026	02/23/2026	Approved

Comments Parcel 4938-001-001 is within the Marion County Utility service area, but outside of the standard connection distance to public utilities. The proposed accessory structure has no flows or impact on water and wastewater. Future potential water and wastewater connections for this property would be fed off SE 140th Ave. Marion County Utilities has no further comment on this special use permit.

SITE PHOTOS

Planning staff conducted a site visit on April 7, 2026. An additional site visit was conducted on April 14, 2026 and May 15, 2026. Consistent with LDC Section 2.7.3.B, one (1) sign was posted and the below photos were taken.

Figure 1.
Sign posted along SE 165th Place

Figure 1.
Sign posted along SE 165th Place (Continued…)

Figure 2.
Facing north along SE 140th Avenue from SE 165th Place

Figure 3.
Facing south along SE 140th Avenue from SE 165th Place

Figure 4.
View of existing subject property driveway from SE 165th Place

Figure 5.
Alternative view of existing driveway

Figure 6.
Facing toward southwest along SE 165th Place from subject property driveway

Figure 7.
Facing west toward vacant portion of subject property

Figure 8.
Facing east toward vacant portion of subject property

Figure 9.
View of southwestern corner of subject property (close-up)

Figure 10.
View of existing residential property under common management across SE 138th Terrace right-of-way (PID 4938-001-000)

Figure 11.
View of existing residence on PID 4938-001-000 (close-up)

Figure 12.
View of existing storage structure on PID 4938-001-000 (close-up)

Figure 13.
Facing north toward unimproved SE 138th Terrace right-of-way

Figure 14.
View of adjacent garage/residential property at the end of the SE 138th Terrace right-of-way (PID 49351-000-00)

Figure 15.
View of adjacent residence at intersection of SE 138th Terrace and SE 155th Place

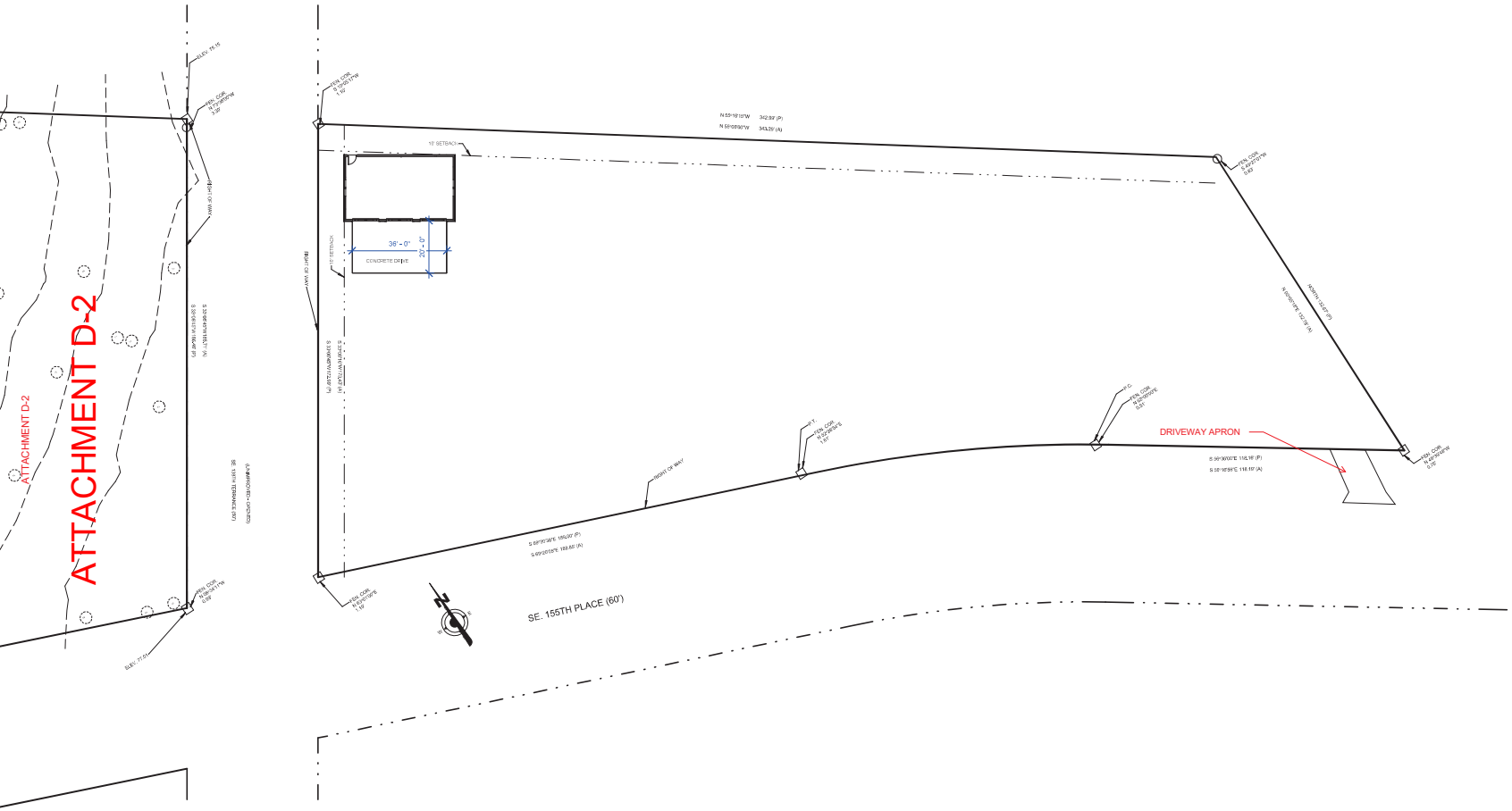
Figure 16.
View of existing residential development to the southwest of subject property along SE 138th Terrace right-of-way

Figure 17.
View of nearby residence along SE 155th Place

Figure 18.
View of residential development along SE 154th Lane

Figure 19.
View of nearby Kiwanis Beach at Albright Park

Figure 20.
View of Orangewood Shores subdivision along SE 140th Avenue



988

John Merrill HOMES

6950 Phillips Highway, Suite 32
Jacksonville, FL 32216
Phone: (904) 626-5100

0 2'-0" 4'-0" 8'-0"
SCALE: 1/4" = 1'-0"

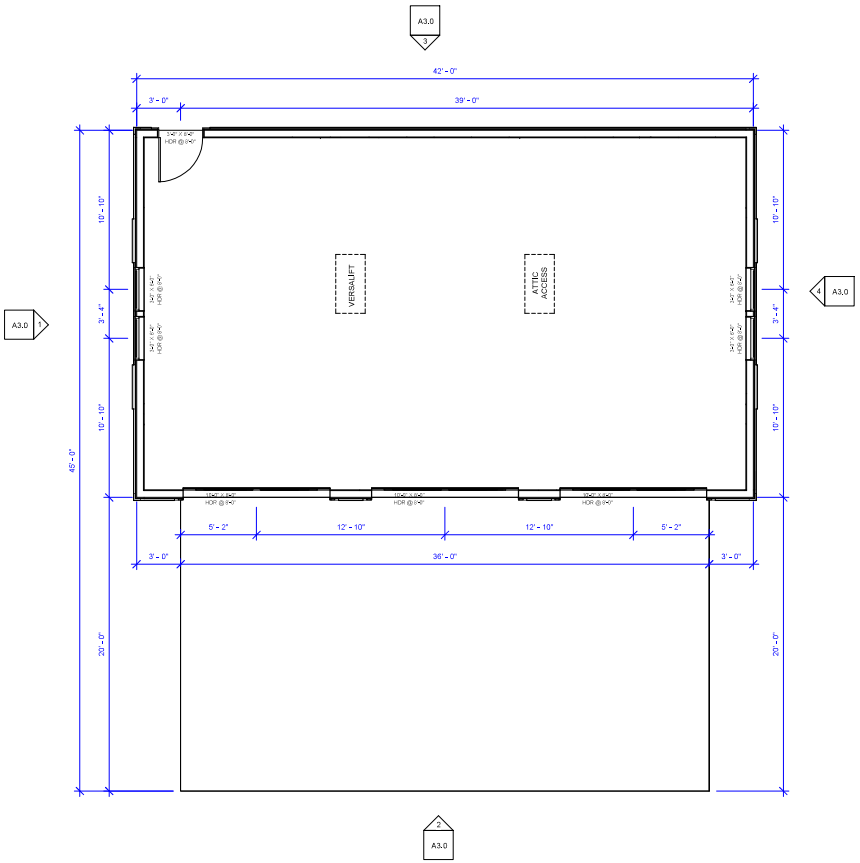
GARAGE D-2

Project Number:	2025-004
Issue:	08/08/2025
Drawn By:	KAS
Checked By:	Checker
Revision 1 Date:	
Revision 2 Date:	
Revision 3 Date:	
Revision 4 Date:	

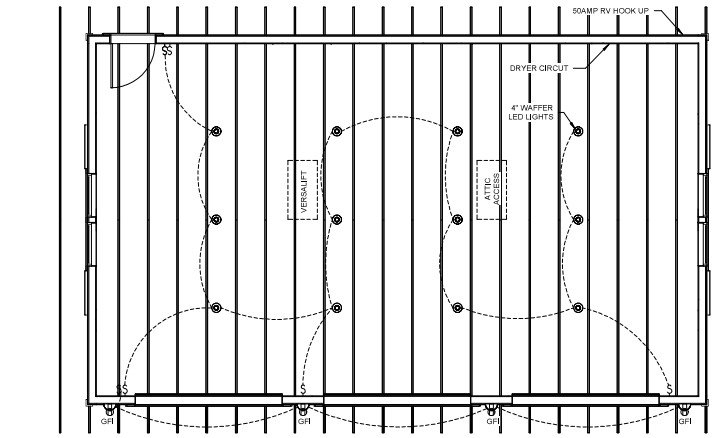
Site

A0.1

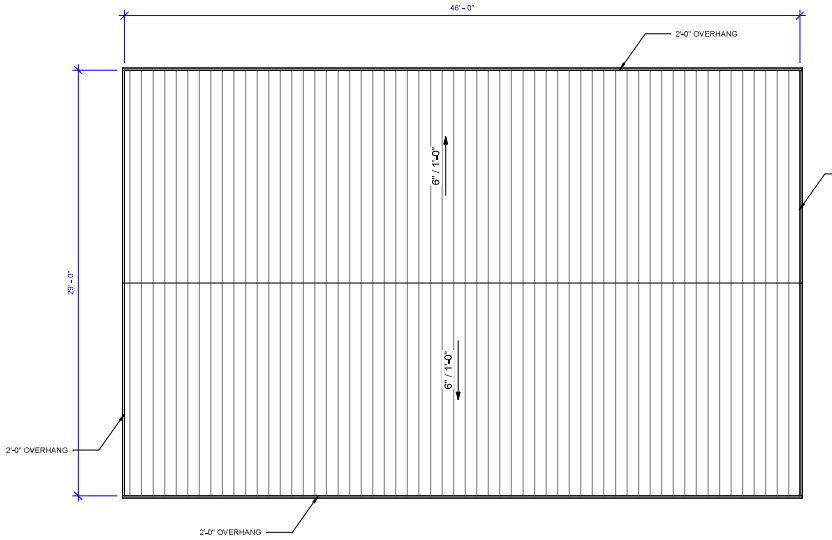
8/8/2025 11:10:00 AM



1 First Floor
1/4" = 1'-0"



2 First Floor
1/4" = 1'-0"



3 Roof
1/4" = 1'-0"

John Merrill HOMES
6950 Phillips Highway, Suite 32
Jacksonville, FL 32216
Phone: (904) 626-5100

SCALE: 1/4" = 1'-0"

REVIEWED FOR BUILDING CODE COMPLIANCE
By: CJ
Date: 01/09/2026
ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE FLORIDA BUILDING CODE, ALL STATE AND LOCAL CODES THE GRANTING OF A PERMIT DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO COMPLY WITH ALL CODES AND ORDINANCES.

GARAGE

Project Number:	2025-004
Issue:	08/08/2025
Drawn By:	KW
Checked By:	Checker
Revision 1 Date:	
Revision 2 Date:	
Revision 3 Date:	
Revision 4 Date:	

1ST LEVEL FLOOR PLAN

A2.0

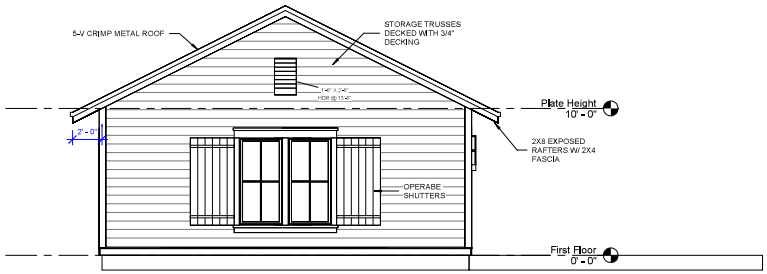
8/8/2025 11:09:13 AM

SQ. FT. CALC.

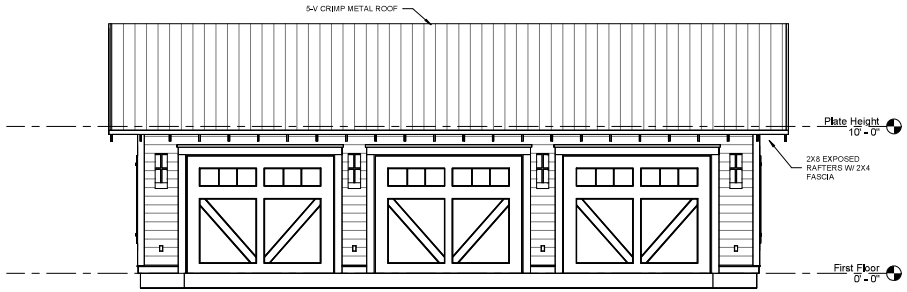
Name	Area
GARAGE	1,050 SQ. FT.
CONC. PAD	720 SQ. FT.

TOTAL UNDER ROOF (TUR) = 1,770 SF

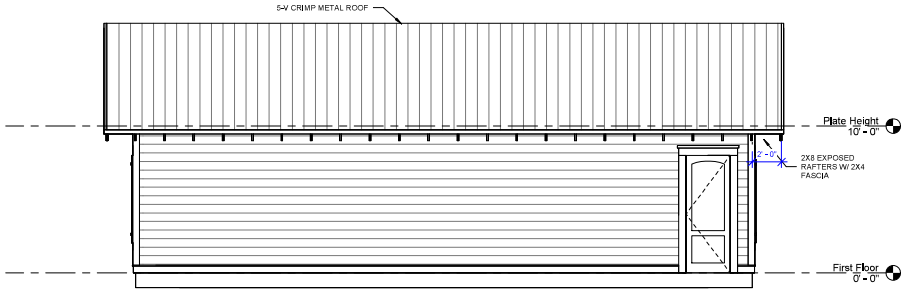
887



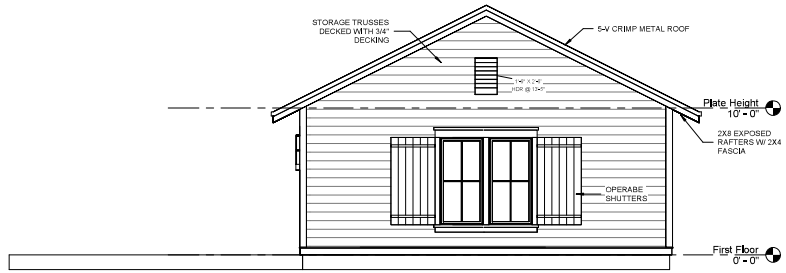
1 LEFT ELEV.
1/4" = 1'-0"



2 FRONT ELEV.
1/4" = 1'-0"



3 REAR ELEV.
1/4" = 1'-0"



4 RIGHT ELEV.
1/4" = 1'-0"

John Merrill HOMES

6950 Phillips Highway, Suite 32
Jacksonville, FL 32216
Phone: (904) 626-5100

0 2'-0" 4'-0" 8'-0"
SCALE: 1/4" = 1'-0"

GARAGE

REVIEWED FOR BUILDING CODE COMPLIANCE
By: CJ
Date: 01/09/2026
ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE FLORIDA BUILDING CODE, ALL STATE AND LOCAL CODES THE GRANTING OF A PERMIT DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO COMPLY WITH ALL CODES AND ORDINANCES.

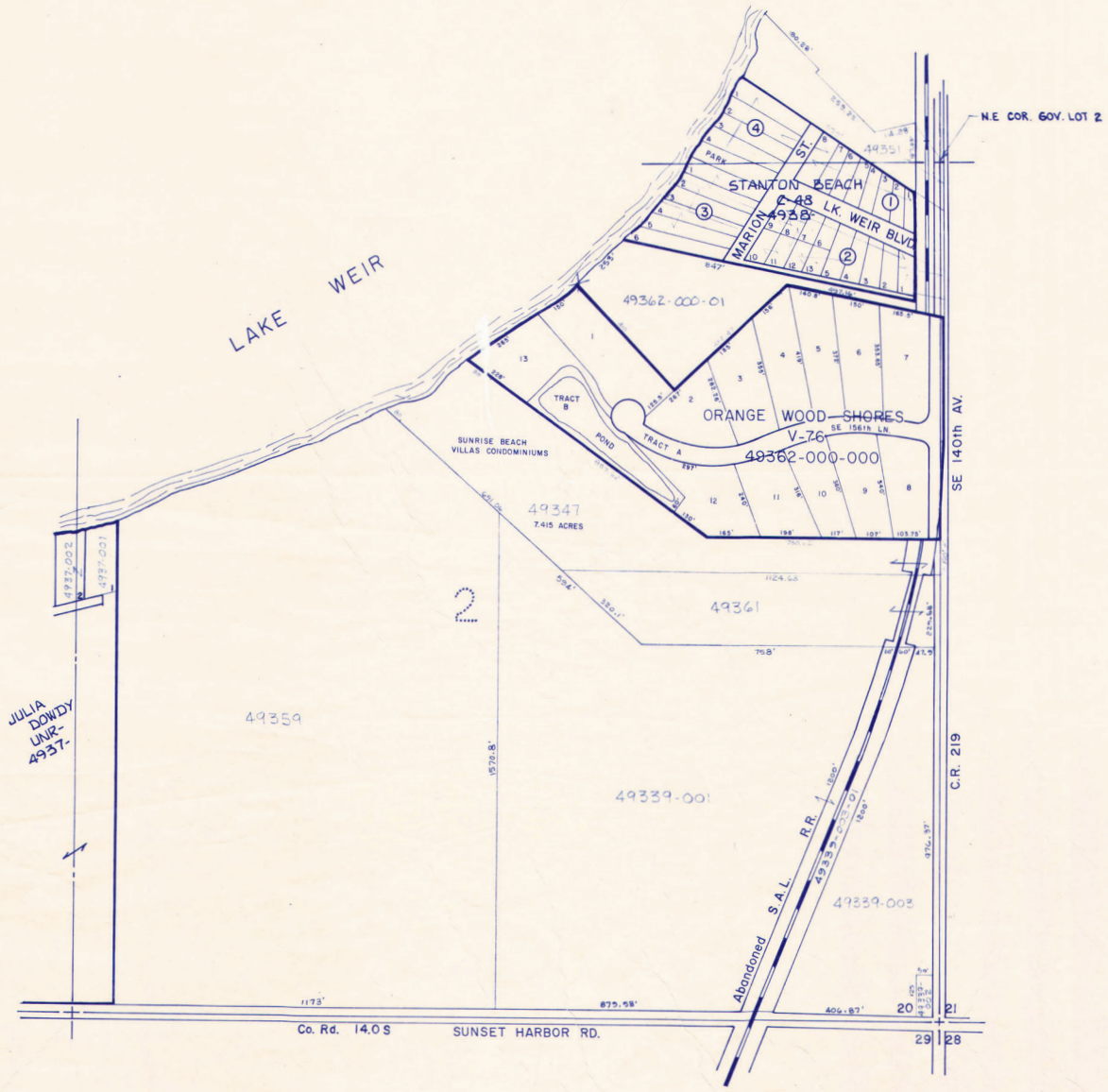
Project Number:	2025-004
Issue:	08/08/2025
Drawn By:	KS
Checked By:	Checker
Revision 1 Date:	
Revision 2 Date:	
Revision 3 Date:	
Revision 4 Date:	

ELEVATIONS

A3.0

8/8/2025 11:09:14 AM

888



INFORMATION SHOWN HEREON IS FOR USE OF THE COUNTY APPRAISER'S OFFICE AND SHOULD NOT BE USED FOR A SURVEY OR LAND TRANSFER OF ANY TYPE

N

MARION COUNTY, FL.

OFFICE OF PROPERTY APPRAISER

0 200 400 600
SCALE 1"=200'

REVISED: AUG. 5, 1985 GD

RANGE 24
TOWNSHIP 17
SECTION 20
SHEET NO. 295 D-4

Marion County

Board of County Commissioners Planning and Zoning

Agenda Item

File No.: 2026-23028 **Agenda Date:** 6/2/2026 **Agenda No.:** 15.3.1.

SUBJECT:
260503SU - Wood Resource Recovery (WRR) of Marion County, LLC, Special Use Permit to Operate a Human Food Grade De-Packing Facility to Augment a Currently Operating Vegetative Debris Composting Facility, in a Heavy Industrial (M-2) Zone, 36.77 Acre Tract, Parcels 12869-001-00 and 12907-003-00, Site Addresses 8510 and 8548 NW Gainesville Road, Ocala, FL 34482

INITIATOR:
Kenneth Weyrauch, Deputy Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
The vegetative debris operation has been in constant operation at this location (parcels 12869-001-00 and 12907-003-00) since 2009, and they were previously approved under SUP 110808SU (Resolution #11-R-395) to be permitted to utilize food waste products to augment the vegetative debris composting in November of 2011. The technology was not implemented at that time, so SUP 110808SU was never renewed. The food de-packing mechanical technology has advanced over the past fifteen years, and WRR has now partnered with Denali in order to earnestly incorporate these systems into the vegetative debris recycling operations to produce more robust compost and soil additives for sale and internal production. These products are not intended for pelletized fuel sources.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Staff recommends approval with conditions. Planning and Zoning Commission recommends approval with conditions (3-1).

Marion County
Board of County Commissioners
Growth Services
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

PLANNING & ZONING SECTION
STAFF REPORT

	P&Z Date: 4/27/2026	**BCC Date: 6/2/2026**
Case Number(s)	260503SU	
CDP-AR	000415-2026	
Type of Case	**Special Use Permit** Food Waste Depacking and Vegetative Composting	
Owner(s)/ Applicant(s)	WRR of Marion County – Levin Gaston	
Agent(s)	Denali Water Solutions	
Street Address	8510 NW Gainesville Road	
Parcel Number(s)	12869-001-00 & 12907-003-00	
Property Size	36.77 ac	
Future Land Use (s)	Commerce District (CD)	
Zoning Classification(s)	Heavy Industrial (M-2)	
Overlay Zone/Scenic Area(s)	Springs Protection Overlay – Primary & Secondary	
Staff Recommendation	**APPROVAL WITH CONDITIONS**	
P&ZC Recommendation	**APPROVAL WITH CONDITIONS (3-1)**	
Project Planner	Kenneth Odom, Transportation Planner	
Related Case(s)	**110808SU (Resolution #11-R-395)** – *Food wastes included in vegetative debris composting.* **160612SU (Resolution #16-R-202)** – *150,000 gallon of septage system for composting. (Being Removed)*	

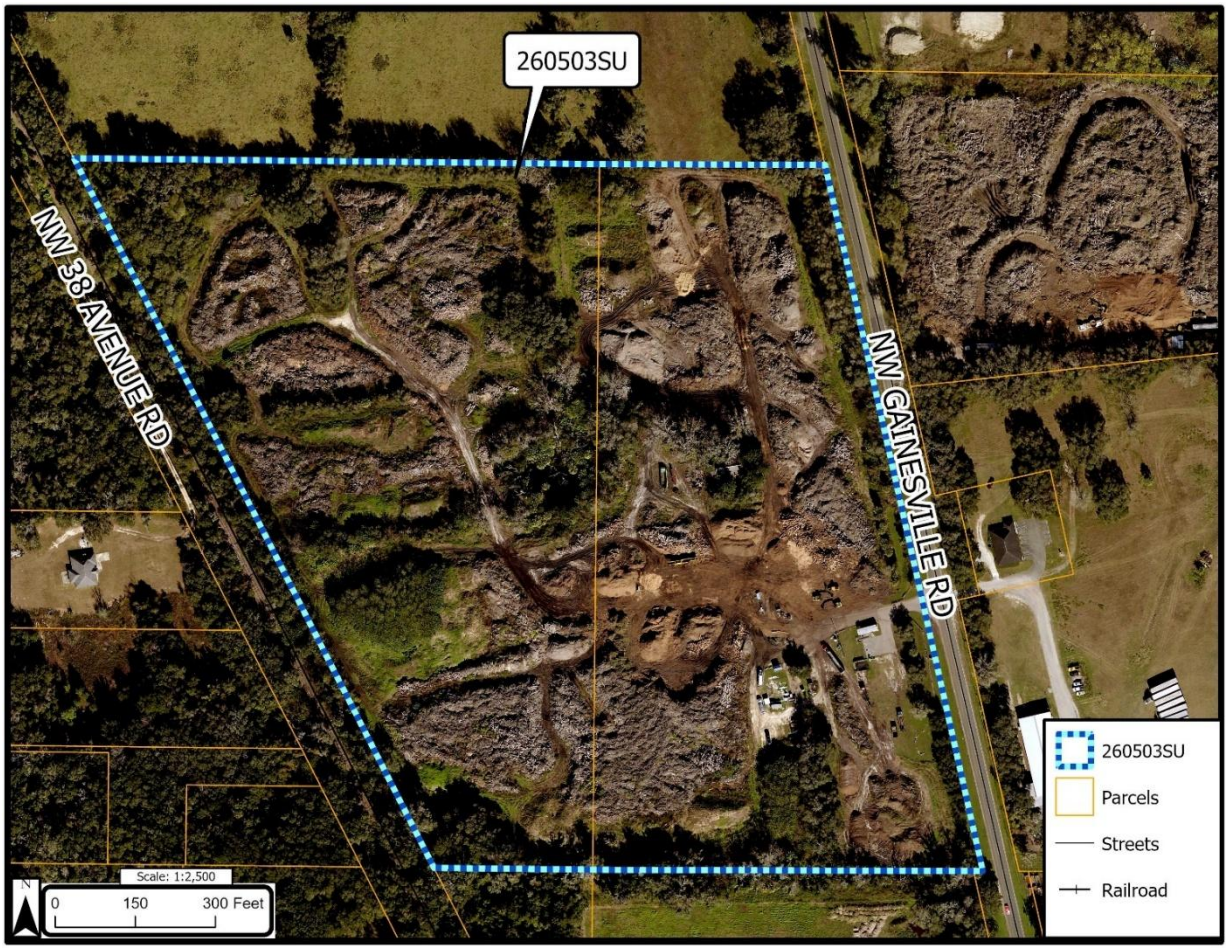
I. ITEM SUMMARY

Wood Resource Recovery LLC (WRR) and Denali Food Waste Recycling Inc. have filed an SUP to be permitted to transfer food waste to the current vegetative debris composting facility. The vegetative debris operation has been in constant operation at this location since 2009 and they were previously approved under SUP 110808SU (Resolution #11-R-395) to be permitted to utilize food waste products to augment the vegetative debris composting in November of 2011. The technology was not implemented at that time so SUP 110808SU was never renewed. The food de-packing mechanical technology has advanced over the past fifteen years and WRR has now partnered with Denali in order to earnestly incorporate these systems into the vegetative debris recycling operations to produce more robust compost and soil additives for sale and internal production. These products are not intended for pelletized fuel sources.

The food products that are to be utilized in this operation will initially be primarily from grocer food sources. Future sources may include restaurants and farm sources as well. All biological products to be incorporated into this operation will be from “human consumption” grade food products regardless of the source. The food products will be brought in by freight vehicles and off-loaded into the transfer portion of the de-packing facility where they will then be loaded into the food-de-packing machine by a skid steer or small front-end loader. The de-packing machine uses a rotating hammer/grinder system to separate the organic products from their inorganic containers. These containers can be composed of plastic, metal, paper, various plastic types, foil, etc. Glass containers are not included in this process.

Once the materials have been separated, the remnants of the food containers are loaded into containment vessels where they will be regularly removed from the site and transported to the Marion County landfill transfer facility. The processed food materials have been converted into a slurry and liquid form which is then augured into distribution vessels which are then pressurized and sprayed onto vegetative debris piles aligned in wind rows. Natural processes to compost the vegetative debris are dependent on the type of vegetative debris that is being utilized, the time of the year (heat/humidity/rainfall) and to some extent the consistency and the type of the processed food waste that is being applied. The completion of the composting process then allows for these materials to be transported to other processing facilities where they are incorporated into soil and fertilizer products.

Figure 1
Aerial Photograph



II. STAFF SUMMARY RECOMMENDATION

Staff recommends **APPROVAL with the conditions** specified in Section VII.B. of this Staff Report. The recommended conditions are being imposed to address compliance with the requirements in LDC Sections 2.8.2.D and 2.8.3.B.

III. NOTICE OF PUBLIC HEARING

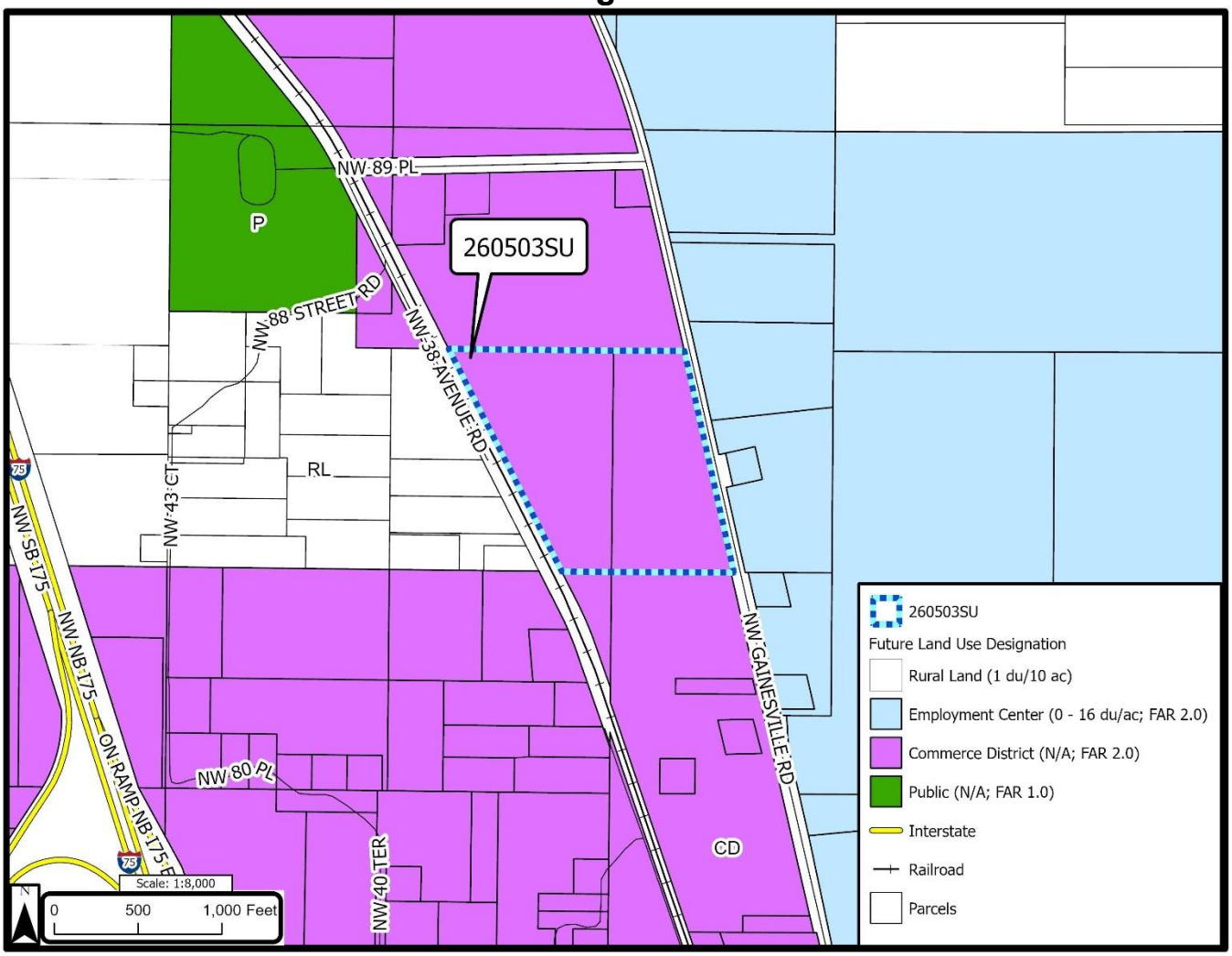
The Growth Services Director has interpreted the notice requirements of Land Development Code (LDC) Sections 2.7.3.C and 2.7.3.B to apply to SUP applications. LDC Section 2.7.3.C requires notice of public hearing to be mailed to all property owners within 300 feet of the subject property and notice was mailed to 15 owners on April 10th, 2026. Consistent with LDC Section 2.7.3.B., public notice was posted on the subject property on April 17th, 2026, and consistent with LDC Section 2.8.3.E. due public notice was published in the Ocala Star-Banner on April 13th, 2026. Evidence of the above-described public notices are on file with the Growth Services Department and is incorporated herein by reference. As of the date of the initial distribution of this staff report, no letters of opposition or support have been received.

IV. BACKGROUND/CHARACTER OF THE AREA

A. *Existing site conditions*. According to the property appraiser's website, the subject parcels are ± 36.77 acres in size and located on the west side of NW Gainesville Road. This somewhat rectangular-shaped site has ± 1,350' of frontage on SW 27th Avenue and is ± 1,400' deep at its widest point. The site currently operates as a vegetative debris composting site and has one operational office in the form of a manufactured building of approximately 450 sq. ft. A site visit was conducted on Wednesday, April, 1 2026 where photos of the site were taken during the inspection of the property (see Attachment B). The site currently operates under Special Use Permits 160612SU (Resolution #16-R-202) and 110808SU (Resolution #11-R-395). SUP 160612SU was for the operation of a commercial septage system with a maximum capacity of 150,000 gallons, which includes processing amounts of no more than 50,000 gallons per day. This operation was intended to augment composting of vegetative debris on site by using the processed septage. This system has been voluntarily terminated by the applicant and is currently in the process of being removed from the site. SUP 110808SU was intended to allow for a similar process to what the applicant is requesting now in that food wastes would be added to the vegetative debris on site in order to fortify and augment the composting process. This SUP has expired.

B. *FLUMS designation*. Figure 2 is the FLUMS and it shows the subject property and surrounding properties are Commerce District (CD). This land use is intended to provide for more intense commercial and industrial uses than may be suitable in the Employment Center (EC) designation due to noise, odor, pollution, and other nuisance issues. A maximum Floor Area Ratio of 2.0 is allowed, as further defined by the LDC. This land use designation an Urban land use designation.

Figure 2
FLUMS Designations



C. *Zoning district map*. Figure 3 shows the subject properties are located within the Heavy Industrial (M-2) zoning classification. The Heavy Industrial (M-2) zoning is consistent with the Commerce District (CD) FLUMS and it allows for vegetative recycling.

Figure 3
Zoning Classification

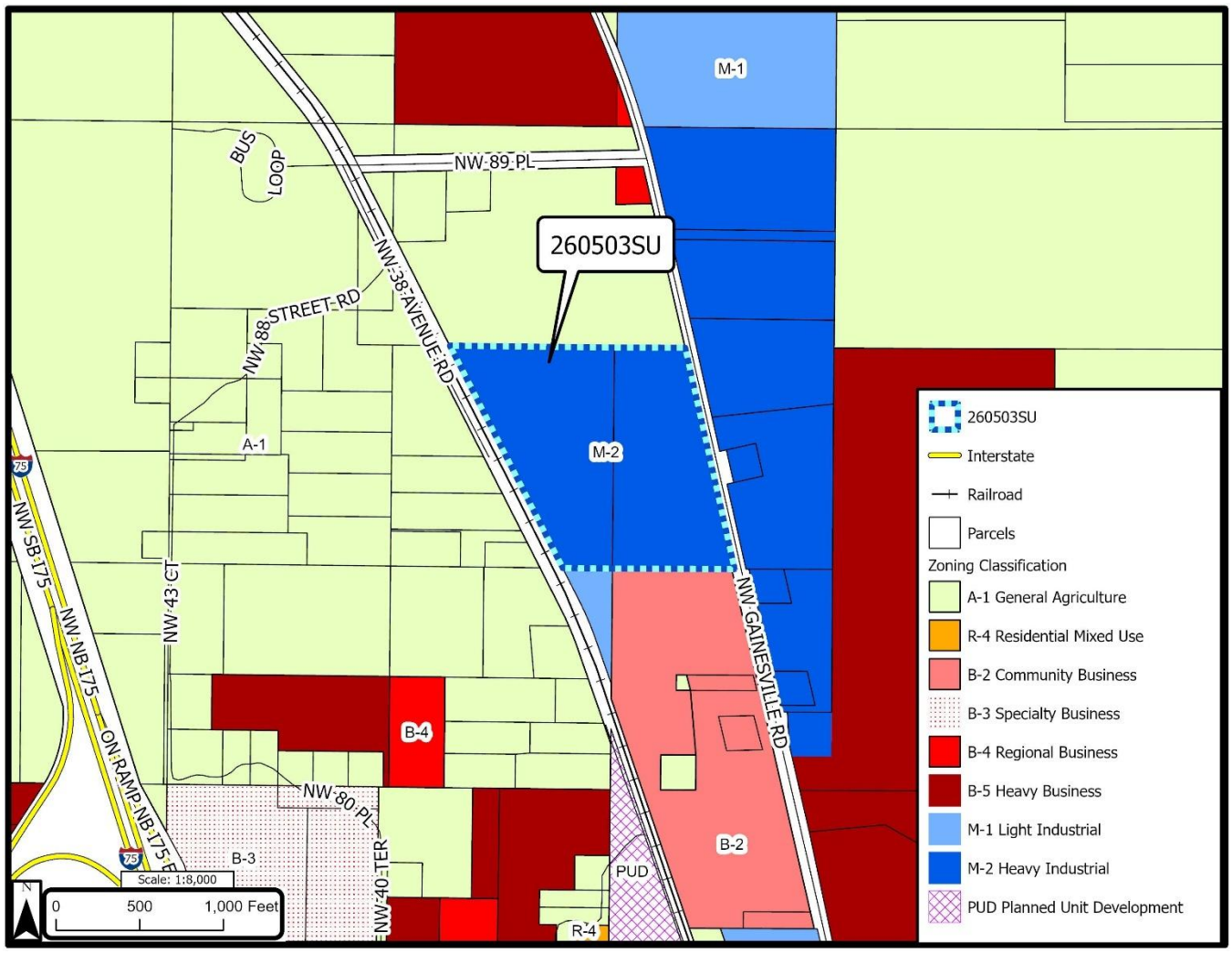


Figure 4
Site Plan

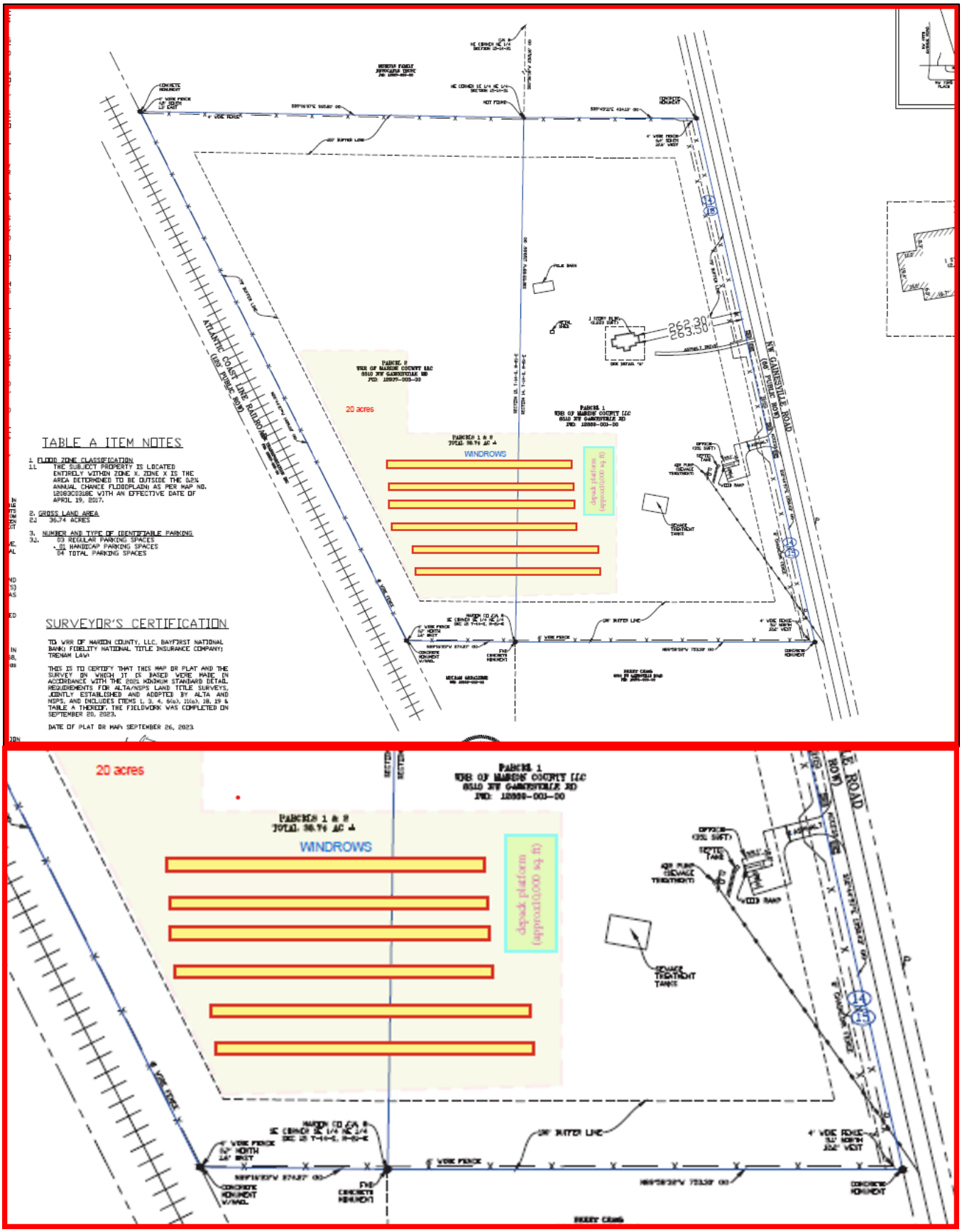
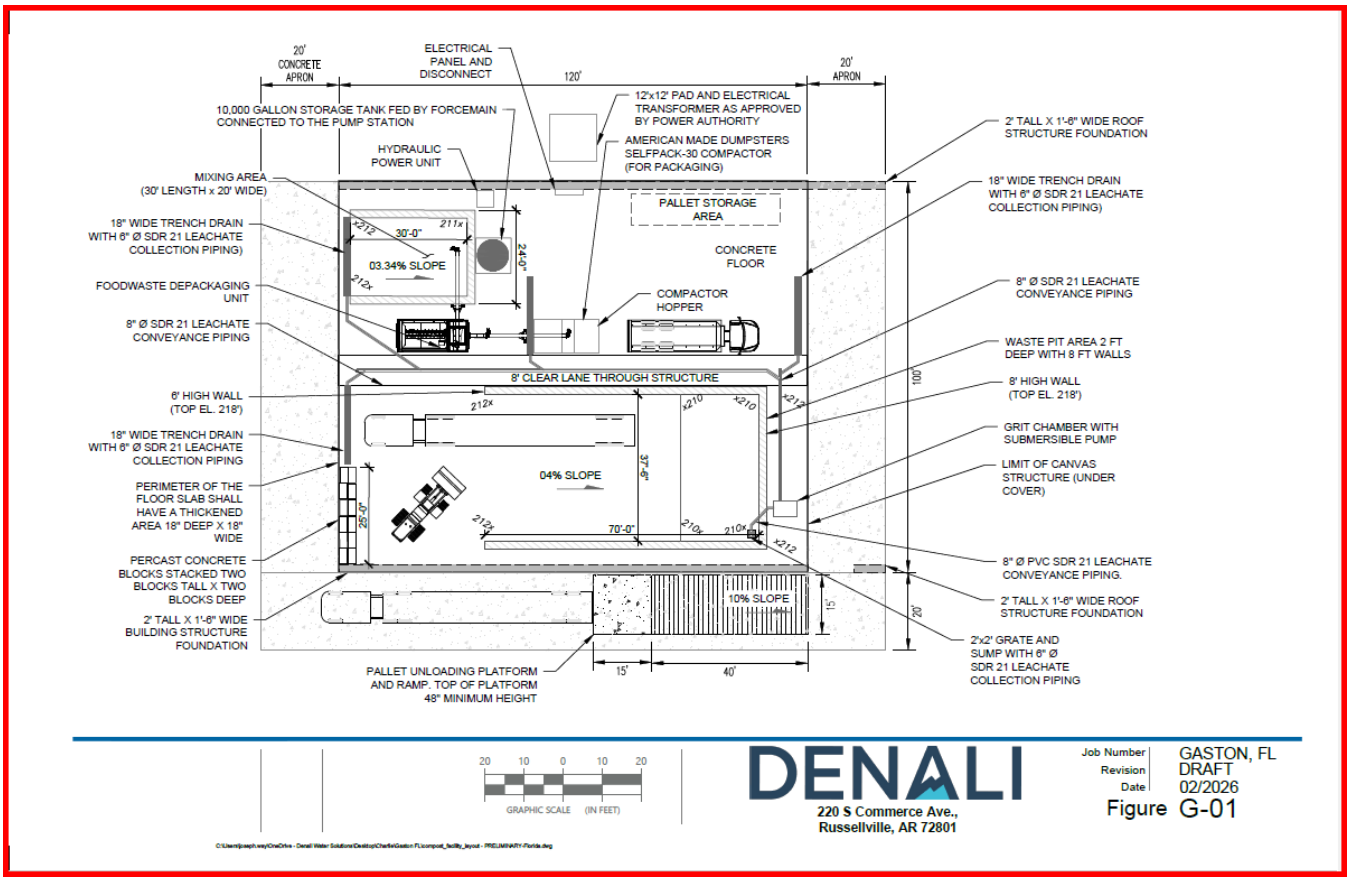


Figure 5
De-Packing Facility



V. ANALYSIS

LDC Section 2.8.2.D provides that in making a recommendation to the Board, the Planning and Zoning Commission shall make a written finding the SUP addresses nine (9) specific requirements. LDC Section 2.8.3.B requires consistency with the Comprehensive Plan. Staff's analysis of compliance with these ten (10) requirements is addressed below.

A. *Provision for **ingress and egress** to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or catastrophe*.

Analysis: The applicant will continue to utilize the established commercial entrance that exists allowing for ingress/egress from NW Gainesville Road. No additional access points are being requested.

B. *Provision for **off-street parking and loading areas**, where required, with particular attention to the items in (1) above and the economic, noise, glare, or odor effects of the SUP on adjoining properties and properties generally in the surrounding area*.

Analysis: LDC Section 6.8.7 addresses parking areas and vehicular use areas. This location has been in operation for over twenty-years and the addition of the de-packing facility to augment the composting operations will not required any additional parking for visitors to the location. Any additional employees being added to the location will be minimal and previously approved parking areas have capacity to easily accommodate the project two to five additional vehicles that may be added.

C. *Provisions for **refuse and service area**, with particular reference to the items in (1) and (2) above*.

Analysis: LDC Section 6.8.9. addresses the screening of the utility area (or refuse and service area) and requires a planting area a minimum of three feet wide and shall form a continuous three-foot high landscaped screen or a buffer fencing with a minimum height of three feet. It also requires garbage collection areas (dumpster pads) to be screened with a wall, buffer fencing, or a landscape screen capable of reaching a minimum height of six feet within three years. Based on the large size of the parcel and the distance between lots, screening of the refuse and service area is not required.

Refuse is currently removed by a commercial service on a weekly basis. The addition of the food de-packing facility will generate a significantly larger amount of waste in addition to the low amount of non-vegetative waste that is generated under the current operations for the vegetive composting operation. Commercial removal will still be utilized and those services will have to be increased in order to compensate. Waste removal will be increased to still ensure that all generated waste on site is completely removed on a week to week basis.

D. *Provision for **utilities**, with reference to locations, availability, and compatibility*.

Analysis: The applicant's findings of facts state electric utilities are provided by the Duke Energy, and the property is on well and septic.

E. *Provision for **screening and buffering** of dissimilar uses and of adjacent properties where necessary*.

Analysis: LDC Section 6.8.6. addresses buffers and it is the intent of that 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. Buffers are required to provide a year-round screen and provide an aesthetic quality, especially along public rights-of-way, which enhance travel corridors and screen unsightly areas from public view. Buffers may consist of landscaping, buffer walls, fencing, berms, or combinations thereof which work cohesively to achieve the intent of buffering. Plant species shall be mixed to provide diversity and appeal. Every development, with the exception of the construction of an individual single-family residence or duplexes on an individual parcel of record, shall provide sufficient buffering when topographical or other barriers do not provide reasonable screening. If buffers are

required, the length shall be measured along each property line and shall exclude driveways and other access points. LDC Table 6.8-2 identifies the land use categories for buffers. The proposed use is agricultural and the permitted or existing use on all surrounding properties is agricultural. LDC Table 6.8-2 does not require a buffer for the subject property because the proposed use and permitted or existing uses of the surrounding properties are the same.

The site is adequately buffered on all sides of the utilized parcels. The singular addition of the de-packing facility is set into the south-central portion of the combined properties, approximately three-hundred fifty feet back from the main entrance to the facility. No additional buffering shall be required.

F. *Provision for **signs**, if any, **and exterior lighting** with consideration given to glare, traffic safety, economic effects, and compatibility and harmony with properties in the surrounding area*.

Analysis: The applicant's response indicates that signs on the property are existing. A site visit confirmed there are existing signs located on site and they are approximately 3'x4' and located on the perimeter of the front fenceline. New signage is proposed and will be required to conform to all LDC requirements.

- Any new signage will be required to conform to all elements of the Marion County Land Development Code.

G. *Provision for **required yards and other green space***.

Analysis: LDC Section 4.2.28 does not have minimum lot area but does require minimum lot width of two-hundred feet is required. The subject parcels are 19.73 acres in size and have a width of ± 1,350'. No additional requirements for green space are required because of the industrial use of this location.

H. *Provision for general **compatibility** with adjacent properties and other property in the surrounding area*.

Analysis: Compatibility is defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition. Figure 2 shows the subject properties are zoned Heavy Industrial (M-2), which allows for the vegetative debris composting, and is surrounded by heavy industrial zoning and uses.

These parcels have been utilized for this type of use since 2009. No code related violations have been recorded in that time and the addition of the food waste de-packing facility is to be located in the south-central area of both parcels combined. The location of the facility, nor the processed food materials will be detrimental to the surrounding area. Based on the above, staff concludes the proposed use is compatible with the adjacent properties.

I. *Provision for meeting any **special requirements** required by the site analysis for the particular use involved*.

Analysis: The applicant's findings of facts indicate they are willing to consider any further requirements presented by the Board of County Commissioners.

Staff notes that unlike a variance, which runs with the land and is recorded in the public records, a special use permit is conditioned based on the owner's consent.

J. *Consistency with the Comprehensive Plan*.

1. FLUE Policy 2.1.5: **Permitted & Special Uses** – "The county shall identify permitted and special uses for each land use designation and zoning classification, as further defined in the Comprehensive Plan, Zoning, and LDC".

   Analysis: Vegetative debris recycling/ composting is permitted in the current zoning designation of Heavy Industrial (M-2). The SUP requirement is the food de-packing facility and materials processing and application is an, as of yet, untested technology locally and not addressed by current land development code. Thus, the application is consistent with FLUE Policy 2.1.5.

2. TE Policy 2.1.4: **Determination of Impact** – "All proposed development shall be evaluated to determine impacts to adopted LOS standards".

   Analysis: The subject property is located within the Urban Growth Boundary and within a Commerce District land use area. NW Gainesville Road Avenue is a 2-lane county-maintained collector roadway with a maximum capacity of 16,100 vehicles per day and adopted level of service "C". The 2021 traffic count indicates approximately 6,900 vehicles per day, which is approximately 43% of the capacity utilized at this time. The proposed SUP will not significantly increase traffic counts since projected freight trips ingressing and egressing the site would be less than ten per day, thus it is consistent with TE Policy 2.1.4.

3. PWE Policy 1.2.2: "The County's LDC will maintain guidelines for requiring existing water treatment plants to connect/interconnect to centralized systems when such systems are available and connection is economically feasible".

   Analysis: The subject property is currently on well system; however; Marion County Utilities Department states the subject property is located within the Marion County Utility service area but is outside of the connection distance. Connection would be required within 365 days' notice of

availability. The septage system that was previously operating on site has been decommissioned and is actively being removed at this time. A separate septic system for the office is still currently online. One of the imposed conditions requires the applicant to comply with MCU's conditions. Thus, the application is consistent with PWE Policy 1.2.2.

4. SSE Policy 1.2.5: "Septic systems on Onsite Treatment and Disposal Systems (OSTDS) shall adhere to all applicable Sanitary Sewer Element policy and LDC requirements, including to connect to larger sanitary sewer facilities when they become available. Septic systems shall not be exempt from requirements to connect to larger sanitary facilities based on their lower cost".

   Analysis: The subject property is currently on a septic system; however; The Utilities Department states the subject property is located within the Marion County Utility service area but is outside of the connection distance. Connection would be required within 365 days' notice of availability. One of the imposed conditions requires the applicant to comply with MCU's conditions. Thus, the application is consistent with SSE Policy 1.2.5.

5. SWE Policy 1.1.5: "Permits shall be denied for development that would either increase demands on an already deficient facility or cause a facility to exceed its capacity until such time that the facility may provide service in accordance with the adopted LOS standard".

   Analysis: WRR LLC will remove the solid waste debris from the de-packing process as needed, usually weekly. Based on the above, the application is consistent with SWE Policy 1.1.5

Based on the above findings, staff concludes the SUP is consistent with LDC Section 2.8.3 B provided the recommended conditions are adhered to by the applicant.

VI. ALTERNATIVE RECOMMENDATIONS

A. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, and make a recommendation to the Board of County Commissioners to adopt a proposed Ordinance to **APPROVE AS CONDITIONED** the special use permit.

B. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein, and make a recommendation to the Board of County Commissioners to **DENY** the special use permit amendment.

C. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, amend the findings and conclusions contained herein so as to support the approval of the Ordinance with amended conditions, and make a recommendation to the Board of County Commissioners to adopt a proposed Ordinance to **APPROVE WITH AMENDED CONDITIONS** the special use permit.

D. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, identify any additional data and analysis needed to support a recommendation on the proposed Ordinance, and make a recommendation to the Board of County Commissioners to **TABLE** the application for up to two months in order to provide the identified data and analysis needed to make an informed recommendation on the proposed Ordinance.

VII. STAFF RECOMMENDATION

A. Staff recommends the Planning and Zoning Commission enter into the record the Staff Report and all other competent substantial evidence presented at the hearing and make a recommendation to the Board of County Commissioners to adopt a proposed Ordinance to **APPROVE AS CONDITIONED** the special use permit.

B. To address compliance with LDC Sections 2.8.2.D and 2.8.3.B, the following conditions are imposed:

1. The site shall be developed and operated consistent with the submitted conceptual plan and the conditions as provided with this approval.
2. Development of the site is limited to a composting facility for green waste (e.g. vegetation, waste wood and wood mulch), animal bedding and food waste only. Expansion or modification of the number, type, approximate size, or location of any of the proposed use or site operations beyond those shown on the conceptual plan is prohibited; however, a new Special Use Permit Application may be submitted for consideration to expand the uses/operations.
3. All primary composting process activity (2^{nd} step) shall occur within an "in-vessel" system as defined by the US Environmental Protection Agency (EPA) per 40 CFR Part 503 Rule.
4. All food waste materials shall be held within the transfer portion of the de-packing facility building upon arrival, and all food waste shall be processed and stored in airtight containment within twenty-four hours of receipt on site in order to mitigate offensive odors and animal intrusion at this location.
5. A minimum of four monitoring wells shall be provided on site and quarterly reporting provided to the Marion County Solid Waste Department. The report shall include at a minimum TKN, NH_4, phosphorus and ortho-phosphorus levels.
6. Prior to commencing the composting operations authorized by this Special Use Permit, the applicant shall install the monitoring wells referenced in Condition #5 and provide baseline data reporting from each well. The report shall include at a minimum the existing levels of TKN, NH_4, total phosphorus, and ortho-phosphorus, in order to establish a baseline data set on site. The applicant shall be responsible for the costs of all testing requirements including ambient air testing if deemed necessary by Marion County Solid Waste staff.
7. Per Marion County Code *Section 4.3.9(E) Performance Standards for Commercial and Industrial Zoning*: *No odor shall be permitted at any facility property line exceeding the lowest amount set forth in the Table III, "Odor Thresholds" of Chapter 5 of the Air Pollution Abatement Manual (APAM) of the Manufacturing Chemists Association. For*

compounds not described in the table, odor thresholds shall be described in Chapter 5 of APAM, and no odor shall be permitted at any facility property line exceeding the amount determined by such method. Odor from the composting process must be managed and remain below levels established by APAM and best practice standards by the EPA. If offensive levels or odor are determined to occur off-site a meeting with staff members from Marion County Solid Waste and a mitigation plan must be established within ten (10) working days. Filtration, scrubbers, bio-covers, tarping systems or the use of odor sequestering gases and/or liquids (ECOSORB/ATMOS) shall be used by the applicant if deemed necessary at any time that this SUP is active.

8. The applicant shall maintain processing records for the food grade materials processed on site including total amounts per month and per annum to the Marion County Solid Waste Department. This shall include the total weight of food-depacking product received on site and then the processed weights of the separated materials. The applicant shall also make these ongoing records available to staff of the Growth Management Department or its divisions, if requested, within 30 calendar days of receiving such a request.
9. Liquid by-products from the de-packing process shall be captured in on-site drains, within the de-packing facility, and shall be included in with the primary processed food grade materials as indicated on the conceptual plan in accordance with the applicable federal, state, and local regulations.
10. Development of the site shall comply with all applicable Springs Protection Zone requirements; the applicant may not obtain a LDC waiver from these requirements.
11. No composting operations, including storage or curing areas, shall be located in the on-site wetland.
12. The ingress/egress will continue to be from the existing commercial entrance on NW Gainesville Rd. using the paved driveway apron.
13. Existing buffers shall be maintained as they currently exist.
14. The Special Use Permit shall expire May 19th, 2031; however it may be renewed administratively for up to 3 consecutive times by a written instrument signed and issued by the Growth Services Director (or position equivalent to the Growth Services Director at that time), unless:
    - There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit,
    - Neighboring property owners within 300’ of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit, or
    - The Growth Services Director determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or review process equivalent at that time).

VIII. PLANNING AND ZONING COMMISSION RECOMMENDATION

Approval with Conditions (3-1)

IX. BOARD OF COUNTY COMMISSIONERS' ACTION

TBD

X. LIST OF ATTACHMENTS

A. SUP application filed on January 2026.
B. Site photographs.
C. DRC Comments.
D. Building Plan

ATTACHMENT A

Marion County
Board of County Commissioners

Growth Services ▪ Planning & Zoning

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

SPECIAL USE PERMIT APPLICATION – 2026

The undersigned hereby requests a Special Use Permit in accordance with Marion County Land Development Code, Articles 2 and 4, for the purpose of: Food Waste DePac

Parcel Account Number(s): 12869-001-00 & 12907-003-00

Property/Site Address: 8510 NW Gainesville Rd, Ocala FL, 34482

Future Land Use Designations: Commerce **Zoning Classification:** M-2

Current Property Use: M-2 Lumberyard **Total Acreage:** 36.77

Request for a reasonable accommodation ☐ Yes / ☐ No (See checklist item #7 on page 3)
Request for a listed special use ☐ Yes / ☐ No (See checklist item #4 on page 3)

Each/all property owner(s) **MUST** sign this application or provide written authorization naming an Applicant or Agent below to act on his/her behalf. Please **print** all information, except for the Owner and Applicant/Agent signature. If multiple Owners or Applicants/Agents, please use additional pages.

Property Owner Name (print legibly)	**Applicant or Agent Name (print legibly)**
WRR of Marion County / William Gaston G III	Denali Water Solutions
Mailing Address	**Mailing Address**
4190 NW 91 Av	220 S Commerce Street
City, State, Zip	**City, State, Zip**
Gainesville, Florida, 32653	Russell, AR, 72081
Phone Number (include area code)	**Phone Number (include area code)**
352-494-6918	229-326-1149
E-Mail Address	**E-Mail Address**
Levin@GastonTDR.com	Sarah.Harrison@DenaliWater.com
Signature*	***Signature****
	Sarah Harrison
Printed Name and Title of Authorized Signer (for corporate, trust & other entities)	**Printed Name and Title of Authorized Signer (for corporate, trust & other entities)**
William G Gaston III	Sarah Harrison

*By signing this application, the Owner, Applicant, and/or Agent hereby authorizes Growth Services to enter onto, inspect, and traverse the property indicated above, to the extent Growth Services deems necessary, for the purposes of assessing this application and inspecting for compliance with County ordinances and any applicable permits.

STAFF/OFFICE USE ONLY		
LDC Section that allows proposed Special Use:		
Project No.:	*Plan No.:*	*Code Case No.:*
Rcvd by:	*Rcvd Date: / / Time:*	*PZ Case No.:*

Please note: If approved, the Special Use Permit will **not** become effective until 14 days **after** the final decision is made by the Marion County Board of County Commissioners and any applicable appeal period concludes. The Owner, Applicant or Agent must be present at all pertinent public hearings to represent this application. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the Applicant or Agent must be correct and legible to be processed. The filing fee is non-refundable. For more information, please contact the Growth Services Zoning Division at 352-438-2675.

Special Use Permit Application
Document Completeness Checklist – 2026

READ INSTRUCTIONS AND CHECKLIST ENTIRELY

The County will not review a Special Use Permit application unless the Applicant provides a signed and complete application, application fee payment, and all other required materials. All required materials and payment must be included with the application at the time of submission. Documents can be submitted on various page sizes but must be legible on 8.5”x11” (letter-sized) paper with no resulting font size less than 12pt.

By signing this application, you acknowledge that **all** required materials and payments must be submitted in full and in accordance with the specified guidelines. Incomplete or inaccurate submissions may result in rejection and return without further review.

To help ensure your application is complete, a pre-application meeting is highly recommended. You may contact the Growth Services Development at 352-438-2674 and a planner will be able to assist you with scheduling a pre-application meeting.

Certain special use permit applications require additional information and materials (see checklist item #4). There are additional requirement checklists for these certain special uses, which are available at the Growth Services front desk and downloadable on its website.

Growth Services reserves the right to require additional documentation on a case-by-case basis. Should more information be required, the planner assigned to your case will contact you.

A Special Use Permit application is complete and sufficient for review when an Applicant provides the following materials and information:

1) ▣ A signed and complete application form accompanied by payment of the application fee.
   a. To confirm the appropriate payment amount, see the fee schedule available on the Marion County Growth Services webpage. Payments may be made by **cash, check, or credit card[1]. Make checks payable to: Marion County Board of County Commissioners.**
   b. Ensure the application is signed by the Owner(s) and Applicant/Agent or provide written authorization naming the Applicant/Agent to act on behalf of the Owner(s).
2) ▣ A copy of the most recent **recorded deed** conveying the property to the current owner.

   (NOTE: If the property is owned by a Corporation or Trust, also provide a copy of the Corporation or Trust document showing the person signing as “Owner” is a manager/registered agent of the company.)

[1] Payments using a credit card are subject to a surcharge.

3) ■ **Findings of Facts,** either typed or written on 8 ½" x 11," letter-sized paper. See *Finding of Facts Requirements and Cheat Sheet* on page 4 and 5.

(NOTE: If typed, use minimum 12pt font. If written, ensure the document is legible. Illegible documents may result in a delayed review or rejection.)

4) ☐ **Additional Findings of Facts, ONLY required for the following Special Use Permit types (select if applicable).** See the form for "Additional Requirements for Specified Special Use Permits."

a. ☐ Construction & Demolition Debris Landfill

b. ☐ Kennels

c. ☐ Manufactured homes in R-2, R-3, & R-E

d. ☐ Mining

e. ☐ Parking a Commercial Vehicle Exceeding 16,000 lbs.

f. ☐ Schools

g. ☐ Telecommunication Towers

h. ☐ Wastewater Treatment Facilities and Treated Effluent Disposal

5) ■ A Concept Plan using an appropriate scale, prepared to be consistent with (1) the provisions of Article 2 and 6 of the Land Development Code and (2) the written/typed standard for the **Findings of Fact**s.

(NOTE: Certain special uses listed above require additional information and materials for concept plan review.)

6) ☐ A location map that clearly:

a. Outlines the subject property; and

b. Shows the current zoning, future land use designation, and existing land uses for the subject property and adjacent properties.

7) ☐ (Optional) Any additional supporting documents, media, or information to support the application. Provide a written or typed itemized list detailing all supplemental attachments.

(NOTE: If the Applicant requests a Special Use Permit for **reasonable accommodation for animals**, then supporting documentation is **required**.)

Special Use Permit Application
Finding of Facts Requirements and Cheat Sheet - 2026

An Applicant for a Special Use Permit must address **nine (9)** Findings of Facts within both the required Concept Plan in a separate written/typed document. Growth Services may require an Applicant to address additional Findings of Facts to confirm whether the Applicant acknowledges and accounts for any unique conditions relating to the proposed special use.

This section provides the required Findings of Facts as well as instructions intended to help you satisfy the Findings of Facts requirement of the Special Use Permit application. **Write or type your answers on a separate document** and **attach the document to your application package**.

If your application requires additional Findings of Fact as laid out in the Special Use Permit checklist item #4, include the additional Findings of Fact in the same document in addition to the standard Findings of Fact.

Should you have questions regarding the Finding of Facts or the application process, please contact the Growth Services Department at 352-438-2674 and a planner will assist you.

Required Nine (9) Questions for the Findings of Facts:
(Attach as a separate document)

1) ☑ Provision for ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or catastrophe.
   a. Describe the access from the roads to the subject property.
   b. Describe the access from the roads to each accessory structure on the subject property.

2) ☑ Provision for off-street parking and loading areas, where required, with particular attention to the items in (1) above, and the economic, noise, glare, or odor effects of the Special Use Permit on adjoining properties and properties generally in the surrounding area.
   a. Describe how parking will be provided at the subject property.
   b. Describe how loading areas will be provided at the subject property.
   c. Describe how the Special Use Permit may cause any economic, noise, glare, or odor effects to the neighboring properties or surrounding area.

3) ☐ Provisions for refuse and service area, with particular reference to the items in (1) and (2) above, describe how waste removal will take place.

4) ☐ Provision for utilities (including water and sewer), with reference to locations, availability, and compatibility, describe how utilities will be provided to the subject property.

5) ☐ Provision for screening and buffering of dissimilar uses and of adjacent properties where necessary, describe if there will be landscaping, fencing, screening, or buffering around the subject property.

6) ☐ Provision for signs, if any, and exterior lighting with consideration given to glare, traffic safety, economic effects, and compatibility and harmony with properties in the surrounding area, describe if there will be any signs or exterior lighting as part of the Special Use Permit.

7) ☐ Provision for required yards and other green space:

   a. Describe how much of the site will remain undeveloped.
   b. Confirm that setback requirements are being met.

8) ☐ Provision for general compatibility with adjacent properties and other properties in the surrounding area, describe the general surrounding properties and how the proposed Special Use Permit will fit with the existing uses.

9) ☐ Provision for meeting any special requirements required by the site analysis for the particular use involved, describe if you will be willing to meet any special conditions necessary to obtain this special use permit.

A

SURVEYOR'S NOTES

1. THIS IS AN ALTA/NSPS LAND TITLE SURVEYS, MADE ON THE GROUND UNDER THE SUPERVISION OF AN FLORIDA PROFESSIONAL LAND SURVEYOR. DATE OF FIELD SURVEY IS SEPTEMBER 20, 2023.

2. BEARINGS ARE BASED ON 'GRID NORTH', IN ACCORDANCE WITH THE STATE PLANE COORDINATES FOR THE STATE OF FLORIDA, WEST ZONE, FROM THE NORTH AMERICAN DATUM OF 1983 (NAD83), VERTICAL DATUM: NAVD 88. ONSITE HORIZONTAL CONTROL WAS ESTABLISHED THROUGH GPS OBSERVATIONS.

3. NO UNDERGROUND ENCROACHMENTS OR BUILDING FOUNDATIONS WERE MEASURED OR LOCATED AS A PART OF THIS SURVEY, UNLESS OTHERWISE SHOWN. TREES AND SHRUBS NOT LOCATED, UNLESS OTHERWISE SHOWN.

4. THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF AN ALTA/NSPS SURVEY ONLY, AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER SIMILAR ENTITY.

5. ATTENTION IS DIRECTED TO THE FACT THAT THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE DUE TO REPRODUCTION. THIS SHOULD BE TAKEN INTO CONSIDERATION WHEN OBTAINING SCALED DATA.

6. THIS SURVEY WAS CONDUCTED WITH THE BENEFIT OF AN ABSTRACT TITLE SEARCH PROVIDED BY THE CLIENT.

7. THE RELATIVE POSITIONAL PRECISION FOR THIS SURVEY MEETS OR EXCEEDS 2cm (0.07 FEET) PLUS 50 PARTS PER MILLION, AS REQUIRED BY THE ALTA STANDARDS, SECTION 3.E.v.

8. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL OF AN FLORIDA PROFESSIONAL LAND SURVEYOR.

9. THE BOUNDARIES OF THE PROPERTY SURVEYED ABUTS AND IS CONTIGUOUS WITH THE ADJOINING PROPERTIES, WITHOUT GAPS OR GORES, AND WAS ESTABLISHED BY LOCATION OF EXISTING MONUMENTS AND/OR RECORDED INFORMATION AS SHOWN HEREON.

10. THE SUBJECT PROPERTY HAS DIRECT ACCESS TO NORTHWEST GAINESVILLE ROAD, BEING DEDICATED PUBLIC ROADWAYS.

11. THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

12. THERE DOES NOT APPEAR TO BE CHANGES IN STREET RIGHT-OF-WAY LINES THAT HAVE NOT BEEN COMPLETED.

13. THE SURVEYOR IS UNAWARE OF ANY OFFSITE EASEMENTS REGARDING THE SUBJECT PROPERTY, NOR WAS HE PROVIDED ANY SUCH EASEMENTS BY THE CLIENT.

14. THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON OBSERVATIONS ON THE DAY OF THE SURVEY, NO PLANS OR UTILITY MARKINGS WERE PROVIDED TO THE SURVEYOR.

15. THE DIFFERENCES BETWEEN MEASURED AND RECORDED BEARINGS AND DISTANCES DO NOT CREATE ANY GAPS, OVERLAPS OR OTHER TITLE PROBLEMS.

16. THERE WAS NO OBSERVABLE ABOVE GROUND ENCROACHMENTS FOUND AT THE TIME OF SURVEY.

17. SUBJECT PROPERTY SHOWN HEREON CONSISTS OF THE ENTIRETY OF MAP/PARCEL NO. 12907-003-00 & 12869-001-00 AND NO OTHER LAND.

18. NO DIVISION OR PARTY WALLS EXIST ALONG ANY PROPERTY LINE OF THE SUBJECT PROPERTY.

EXHIBIT B-II EXCEPTIONS

THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN THE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, FILE NO. 11274264, DATED AUGUST 11, 2023 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.

(12) EASEMENT(S) IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC. SET FORTH IN INSTRUMENT(S) RECORDED IN OFFICIAL RECORDS BOOK 33, PAGE 223 (AS TO PARCEL V). (Affects subject, is blanket in nature.)

(13) EASEMENT(S) IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY SET FORTH IN INSTRUMENT(S) RECORDED IN OFFICIAL RECORDS BOOK 152, PAGE 222 (AS TO PARCEL V). (Does not apply to this parcel.)

(14) COVENANT FOR PAVING PARALLEL ACCESS ROAD RECORDED IN OFFICIAL RECORDS BOOK 4968, PAGE 257. (AFFECTS SUBJECT, SAME AREA AS ITEM 15.)

(15) EASEMENT(S) IN FAVOR OF MARION COUNTY SET FORTH IN INSTRUMENT(S) RECORDED IN OFFICIAL RECORDS BOOK 4968, PAGE 261 (AS TO PARCEL V). (Affects subject, plotted as shown.)

LEGAL DESCRIPTION

PARCEL V:

PARCEL 1:

THAT PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 21 EAST, LYING WEST OF GAINESVILLE HIGHWAY, MARION COUNTY, FLORIDA

PARCEL 2:

THAT PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 21 EAST, LYING EAST OF THE ATLANTIC COAST LINE RAILROAD, MARION COUNTY, FLORIDA.

TABLE A ITEM NOTES

1. FLOOD ZONE CLASSIFICATION
1.1. THE SUBJECT PROPERTY IS LOCATED ENTIRELY WITHIN ZONE X. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS PER MAP NO. 12083C0318E WITH AN EFFECTIVE DATE OF APRIL 19, 2017.

2. GROSS LAND AREA
2.1 36.74 ACRES

3. NUMBER AND TYPE OF IDENTIFIABLE PARKING
3.1. 03 REGULAR PARKING SPACES
01 HANDICAP PARKING SPACES
04 TOTAL PARKING SPACES

SURVEYOR'S CERTIFICATION

TO WRR OF MARION COUNTY, LLC, BAYFIRST NATIONAL BANK, FIDELITY NATIONAL TITLE INSURANCE COMPANY, TRENAM LAW:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 6(a), 11(a), 18, 19 & TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON SEPTEMBER 20, 2023.

DATE OF PLAT OR MAP: SEPTEMBER 26, 2023.

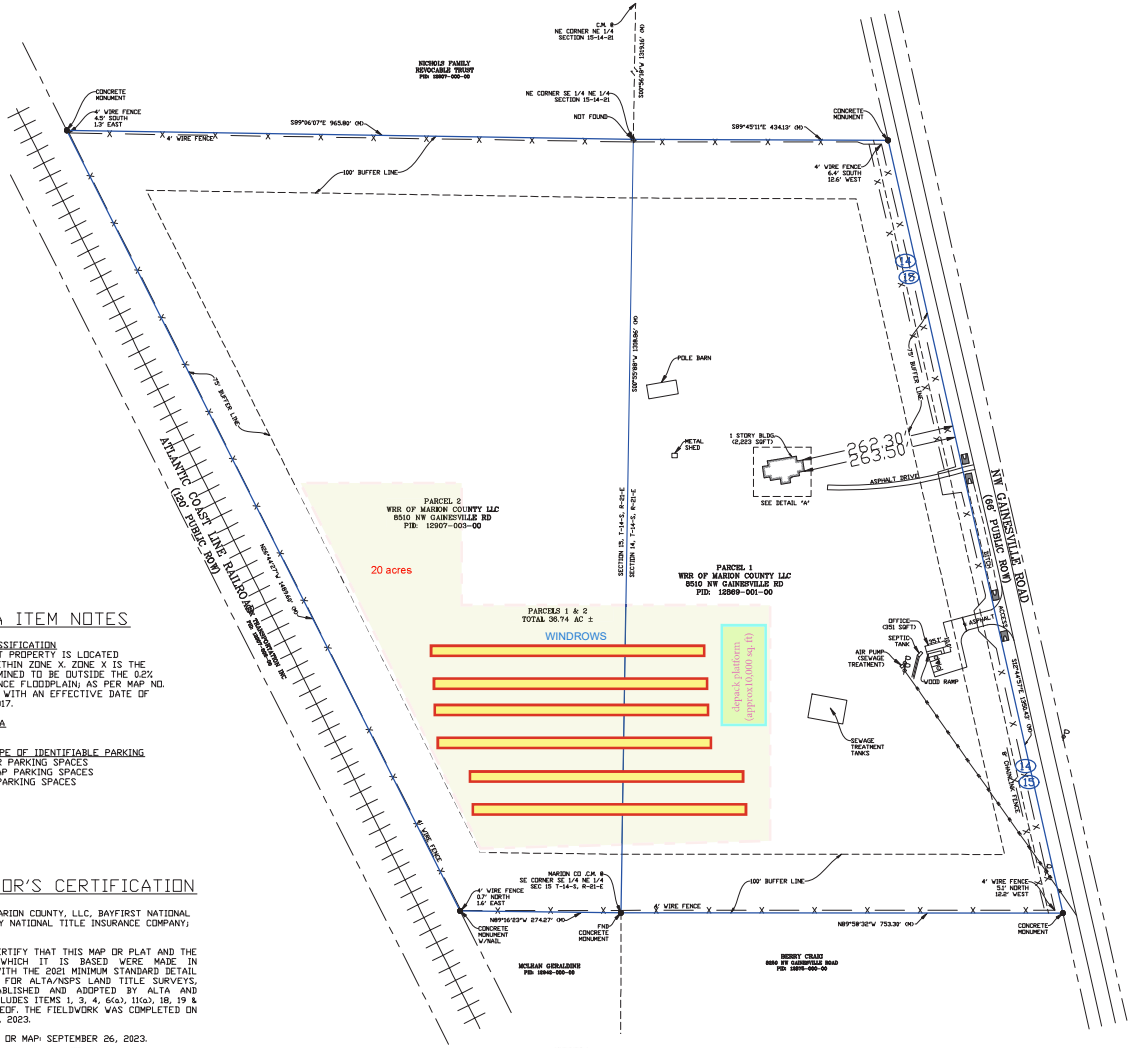
TIMOTHY W. SIMPSON, PSM
FL LIC. NO. 7239

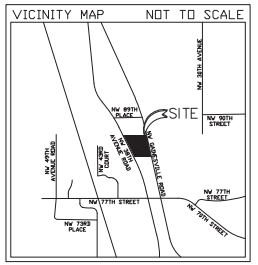
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS RULE 5J-17 F.A.C.

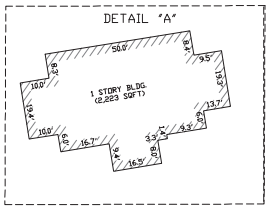
TIMOTHY WAYNE SIMPSON License Number 7239 STATE OF FLORIDA Professional Surveyor and Mapper

Timothy W. Simpson

Digitally signed by Timothy W. Simpson
DN: cn=Timothy W. Simpson
gn=Timothy W, Simpson c=US United States H=US United States
o=Barrett-Simpson, Inc.
ou=Barrett-Simpson, Inc.
e=tsimpson@barrett-simpson.com
Reason: I am the author of this document
Location: Phenix City, AL
Date: 2023-09-26 16:09:04-00







GRAPHIC SCALE 1"=100'
0 50 100 200

LEGEND
PROPERTY BOUNDARY
CHAIN LINK FENCE
OVERHEAD UTILITIES
RIGHT OF WAY LINE
ADJOINER LINE
RAILROAD LINE

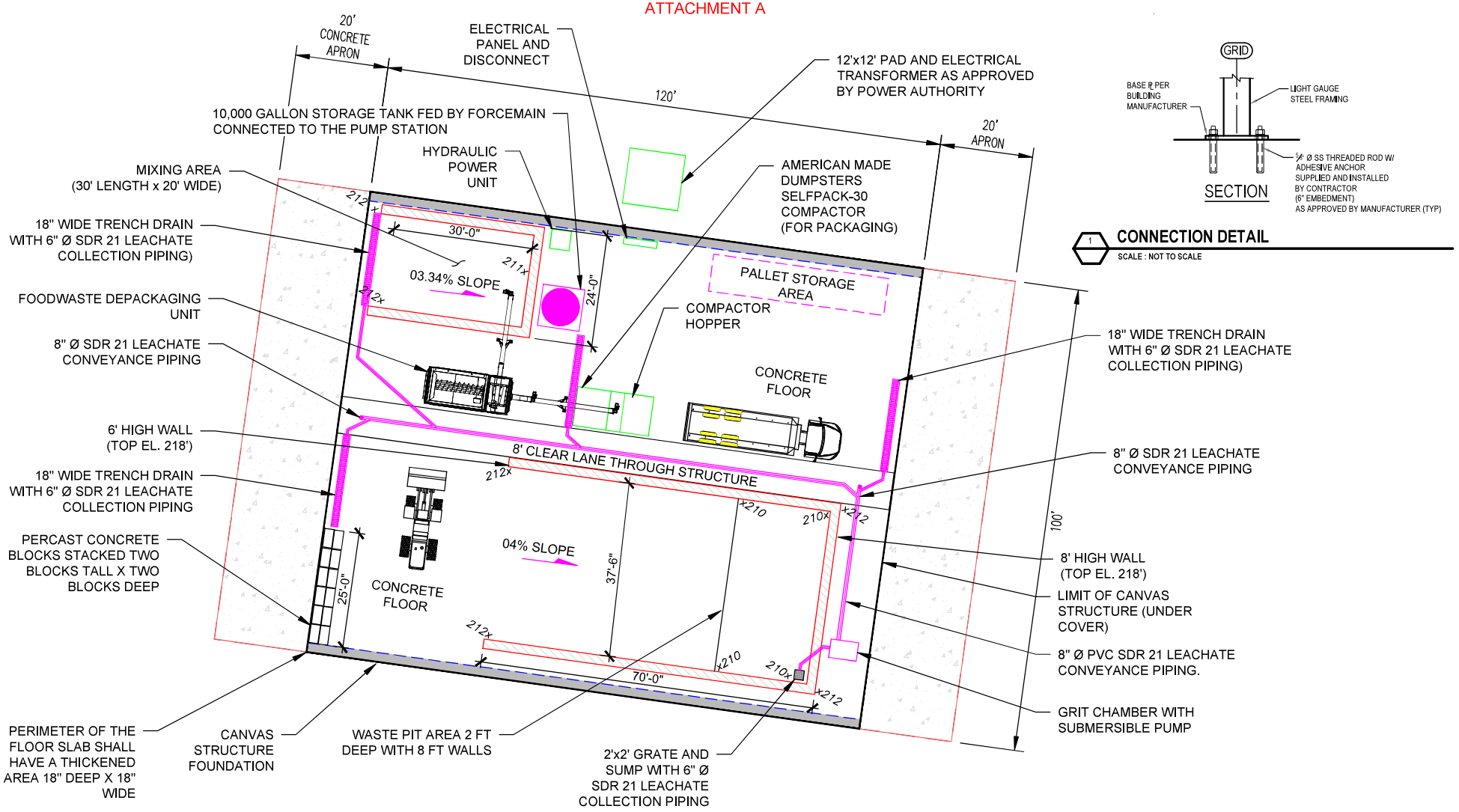
ALTA/NSPS LAND TITLE SURVEY
8510 NW GAINESVILLE ROAD, OCALA, FL 34475
MARION COUNTY, STATE OF FLORIDA

BARRETT-SIMPSON, INC.
706 12TH STREET, PHENIX CITY, ALABAMA 36867
Phone (334) 297-2423
FL State License: LB 8208
FL FIRM: LB 8208

Drawn By: CST
Scale: 1"=80'
Project: 2023-183 8510 NW GAINESVILLE ROAD
File Name: 2023-183.dwg
Date: MAP SBP 26, 2023 FIELD SBP 20, 2023
Sheet: 2 of 2

© 2023-ALL RIGHTS RESERVED

ATTACHMENT A



1 CONNECTION DETAIL
SCALE : NOT TO SCALE

DENALI
220 S Commerce Ave.,
Russellville, AR 72801

Job Number	Gastons, FL
Revision	DRAFT
Date	02/2026

Figure G-01

912

SINCE 1972
GASTON
MULCH AND SOIL, LLC

9333 NW 13th Street
Gainesville, FL 32653
(352) 372-9965
www.griffislumber.com

Special Use (Written finding & facts)

1. Access to business will be off NW Gainesville Rd. Approximately 1.5 Miles from Hwy 326 and 1-75.

2. Entrance will be blacktop drive past existing office and parking to DePack facility.

3. Waste and recycling of solid waste will be removed promptly.

4. Power company is Duke Energy. Well and Septic tank are on site.

5. Business sign will be out front as per code. Building sides will also meet code setbacks.

6. All setback will be in compliance with local and state codes.

7. Business to the north is B2. There is significant vegetative buffer. Business to the south is a Vegetative Recycling Facility. To the West is Vegetative Recycling Facility, then a vegetated buffer, a RR track and a road.

8. We are willing to meet any reasonable special conditions to qualify for this special permit.

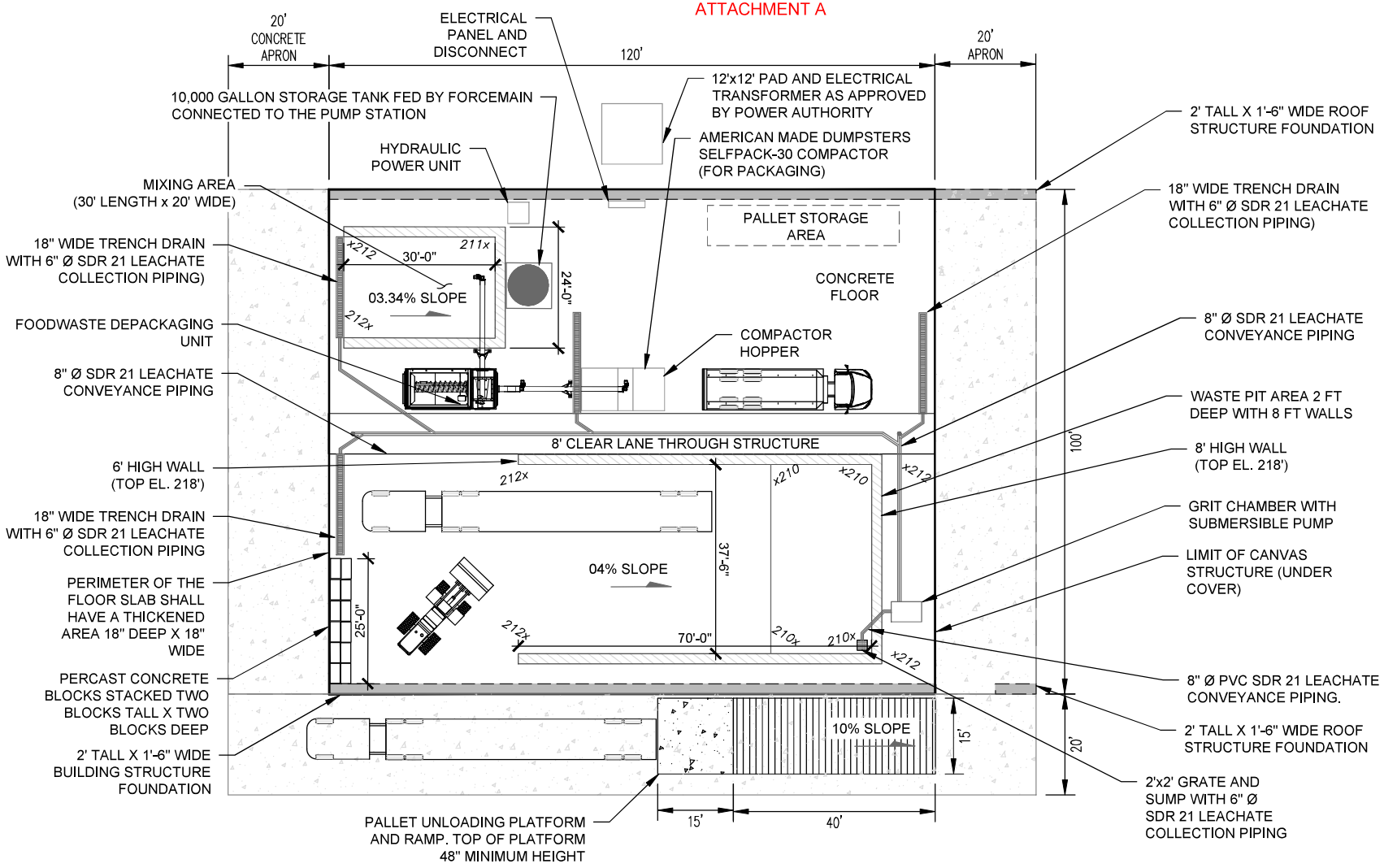
Here's a polished, professional version of your **Written Findings of Fact** that aligns with the tone counties typically expect for special use permit applications. I kept your meaning intact but strengthened clarity, formality, and organization.

Proposed Written Findings of Fact – Special Use Permit Application

1. **Access and Location**
   Access to the proposed business will be provided from NW Gainesville Road, approximately 1.5 miles north of Highway 326 and Interstate 75.
2. **Site Entrance and Internal Circulation**
   The entrance will consist of a paved (blacktop) driveway extending past the existing office and parking area to the DePack facility.
3. **Waste Management**
   All solid waste and recyclable materials generated by the operation will be collected and removed promptly in accordance with applicable regulations.
4. **Utilities**
   Electrical service will be provided by Duke Energy. The site is currently served by an existing well and septic system.
5. **Signage and Building Compliance**
   A business sign will be installed at the front of the property in compliance with county code. All building setbacks and structural requirements will meet applicable code standards.
6. **Setbacks**
   All required setbacks will comply with local and state regulations.
7. **Surrounding Land Uses and Buffers**
   The property to the north is zoned B-2 and is separated by a significant vegetative buffer. Properties to the south and west are used as Vegetative Recycling Facilities. To the west, an additional vegetated buffer, a railroad track, and a roadway further separate the site from adjacent uses.
8. **Willingness to Meet Conditions**
   The applicant is willing to comply with any reasonable special conditions required to qualify for approval of this Special Use Permit.

If you'd like, I can also format this into a more formal narrative statement instead of numbered findings, or tailor it to match Marion County's exact application language.

ATTACHMENT A



20 10 0 10 20

GRAPHIC SCALE (IN FEET)

DENALI
220 S Commerce Ave.,
Russellville, AR 72801

Job Number	GASTON, FL
Revision	DRAFT
Date	02/2026

Figure G-01

C:\Users\joseph.way\OneDrive - Denali Water Solutions\Desktop\Charlie\Gaston FL\compost_facility_layout - PRELIMINARY-Florida.dwg

Prepared by:
Paula Chaffin
United Title Insurance Services, Inc.
5612 SE Abshier Boulevard, Suite 3
Belleview, Florida 34420

File Number: UT07-1068

10-5372.50

RECORD AND RETURN TO

ATTACHMENT A

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 08/28/2007 08:44:09 AM
FILE #: 2007115076 OR BK 04876 PG 1476

RECORDING FEES 10.00

SS

DEED DOC TAX 5,372.50

General Warranty Deed

Made this August 10, 2007 A.D. By **John Terry Stephens**, , hereinafter called the grantor, to **WRR of Marion County, LLC**, whose post office address is: ~~1901 NW 67TH PLACE #E,~~ GAINESVILLE FL 32653, hereinafter called the grantee:
10606 ST RD 121N

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Marion County, Florida, viz:

PARCEL 1:

That portion of the SW 1/4 of the NW 1/4 of Section 14, Township 14 South, Range 21 East, lying West of Gainesville Highway, Marion County, Florida.

PARCEL 2:

That portion of the SE 1/4 of the NE 1/4 of Section 15, Township 14 South, Range 21 East, lying East of the Atlantic Coast Line Railroad, Marion County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: **12907-003-00**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2006.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name PAULA CHAFFIN

Witness Printed Name LORI CHAFFIN

(Seal)
John Terry Stephens
Address: 911 Blue Sage Ct
Brandon FL 33511

(Seal)
Address:

State of Florida
County of Marion

The foregoing instrument was acknowledged before me this ~~10th~~ 13 day of August, 2007, by John Terry Stephens, who is/are personally known to me or who has produced DRIVERS LICENSE as identification.

Notary Public
Print Name:

PAULA R. CHAFFIN
MY COMMISSION # DD569458
EXPIRES: October 30, 2010
Bonded Thru Notary Public Underwriters

DEED Individual Warranty Deed With Non-Homestead Affidavit
Closers' Choice

Detail by Entity Name

Florida Limited Liability Company
WRR OF MARION COUNTY, LLC

Filing Information

Document Number	L07000035552
FEI/EIN Number	59-3691567
Date Filed	04/04/2007
Effective Date	04/04/2007
State	FL
Status	ACTIVE

Principal Address

4190 NW 93rd Ave
Gainesville, FL 32653

Changed: 03/28/2019

Mailing Address

4190 NW 93rd Ave
Gainesville, FL 32653

Changed: 03/28/2019

Registered Agent Name & Address

GASTON, WILLIAM GIII
4190 NW 93rd Ave
Gainesville, FL 32653

Address Changed: 03/28/2019

Authorized Person(s) Detail

Name & Address

Title MGR

GASTON III, WILLIAM
4190 NW 93rd Ave
Gainesville, FL 32653

Annual Reports

Report Year	Filed Date

2023	04/05/2023
2024	03/08/2024
2025	03/21/2025

Document Images

03/21/2025 -- ANNUAL REPORT	View image in PDF format
03/08/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
03/16/2022 -- ANNUAL REPORT	View image in PDF format
03/17/2021 -- ANNUAL REPORT	View image in PDF format
03/27/2020 -- ANNUAL REPORT	View image in PDF format
03/28/2019 -- ANNUAL REPORT	View image in PDF format
03/01/2018 -- ANNUAL REPORT	View image in PDF format
02/23/2017 -- ANNUAL REPORT	View image in PDF format
04/16/2016 -- ANNUAL REPORT	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
04/08/2013 -- ANNUAL REPORT	View image in PDF format
01/31/2012 -- ANNUAL REPORT	View image in PDF format
02/07/2011 -- ANNUAL REPORT	View image in PDF format
03/17/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
08/26/2008 -- ANNUAL REPORT	View image in PDF format
04/04/2007 -- Florida Limited Liability	View image in PDF format

De-Pack Unit

Septage System Removal

Entry

ATTACHMENT B

Office

Across Gainesville Road

Proposed Building Area

NW Gainesville Road

Proposed Entry to New Facility

East Side (Front) of Property

ATTACHMENT C

SUBMITTAL SUMMARY REPORT
PL SUP-000415-2026

PLAN NAME:	WRR OF MARION COUNTY LLC SUP	**LOCATION:**	8510 NW GAINESVILLE RD OCALA,
APPLICATION DATE:	02/25/2026	**PARCEL:**	12869-001-00
DESCRIPTION:	Food Waste DePac		

CONTACTS	NAME	COMPANY
Applicant	Levin Gaston	Gaston Tree Debris Recycling
Applicant	Sarah Harrison	Denali Water Solutions
Owner	William Gaston	Gaston Tree Debris Recycling

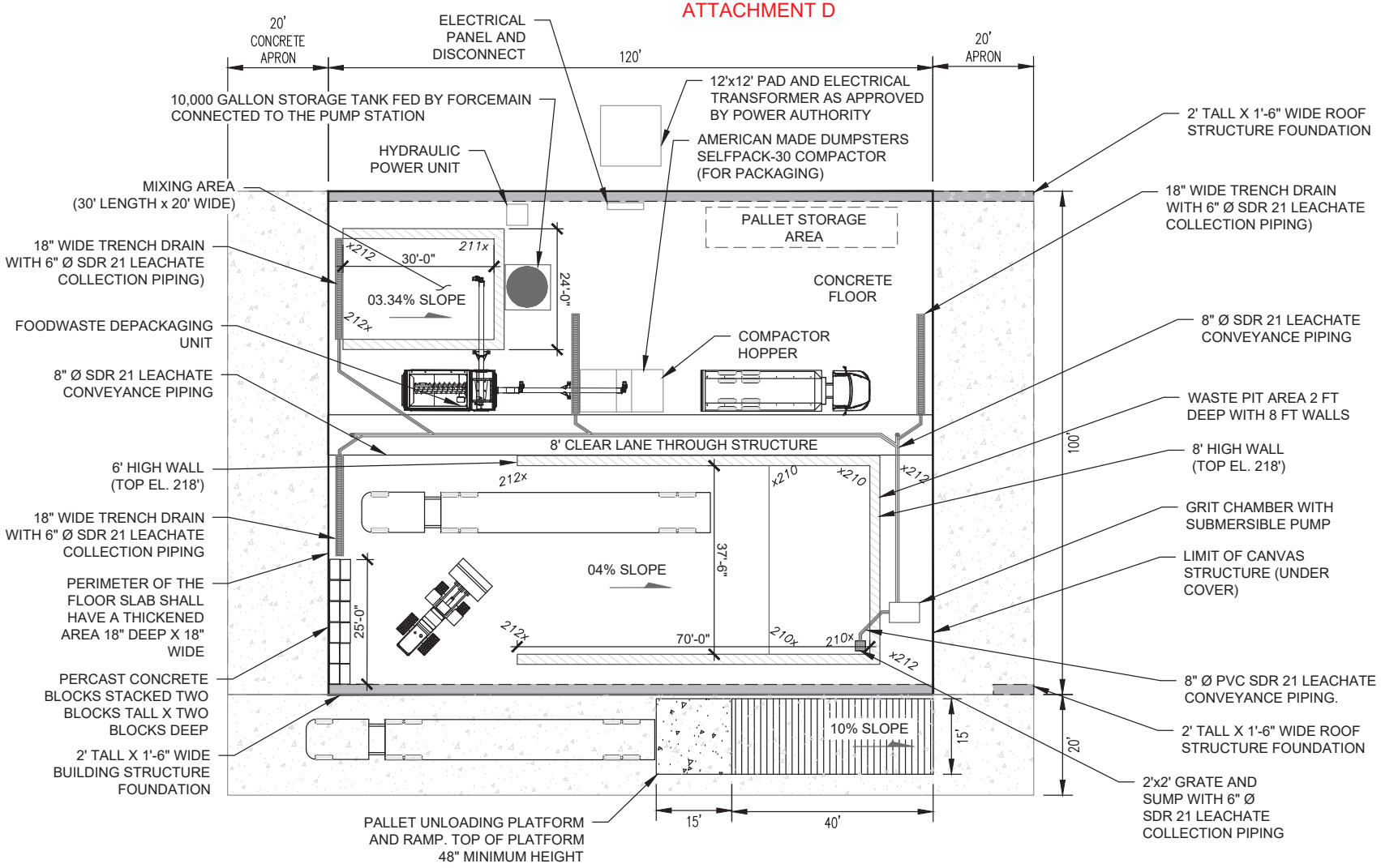
SUBMITTAL	STARTED	DUE	COMPLETE	STATUS
GS Development Review Depts Reviews v.1	02/26/2026	03/12/2026	03/11/2026	Approved

SUBMITTAL DETAILS

GS Development Review Depts Reviews v.1

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUE	COMPLETE	STATUS
911 Management (DR) (911 Management)		03/12/2026	02/26/2026	Not Required
Comments	911 Review Not Required			
Environmental Health (Plans) (Environmental Health)	Evan Searcy	03/12/2026	02/26/2026	Approved
Comments	Protect existing well			
Fire Marshal (Plans) (Fire)	Jonathan Kenning	03/12/2026	02/26/2026	Approved
Growth Services Planning & Zoning (DR) (GS Planning and Zoning)	Elizabeth Madeloni	03/12/2026	02/26/2026	Informational
Comments	The review will be conducted at the time of the reporting process.			
Landscape (Plans) (Parks and Recreation)	Susan Heyen	03/12/2026	02/26/2026	Informational
Comments	no comments			
OCE Property Management (Plans) (Office of the County Engineer)		03/12/2026	03/09/2026	Not Required
Comments	ROW is not a reviewer for this type of plan			
OCE Stormwater (Permits & Plans) (Office of the County Engineer)	Alexander Turnipseed	03/12/2026	02/27/2026	Informational
Comments	Stormwater is not opposed to the special use permit. The applicant is requesting a SUP for the purpose of a food waste depac. Parcels 12869-001-00 & 12907-003-00 are currently zoned M-2 and is 36.77 acres in size. There is a FEMA Flood Zone & a County Flood Prone Area on parcel 12907-003-00. Per the MCPA, this site currently has 9,026 SF of impervious coverage. This site will be subject to a Major Site Plan or a stormwater compliance waiver when its existing and proposed impervious coverage exceeds 9,000 SF.			
OCE Survey (Plans) (Office of the County Engineer)	Theresa Smail	03/12/2026	03/05/2026	Not Required
OCE Traffic (Permits & Plans) (Office of the County Engineer)	Chris Zeigler	03/12/2026	03/11/2026	Informational
Comments	Conditional approval - The SUP should include a condition limiting the development to one commercial driveway and requiring all other driveways to be removed.			
Utilities (Plans) (Utilities)	Heather Proctor	03/12/2026	03/06/2026	Approved
Comments	The project is within the Marion County Utilities service area but is currently outside of the connection distance to public water and sewer. The proposed site changes will have no impact on utilities or the current connection distance. The nearest water and sewer infrastructure is located more than 2,600 feet from the site. Please note: There are future plans to extend the Marion County water main along NW Gainesville Road. Once the water main is extended, any additional development or change of use on Parcel 12869-001-00 that increases water demand or wastewater flows will require the parcel to connect to the public water system.			

ATTACHMENT D



20 10 0 10 20

GRAPHIC SCALE (IN FEET)

DENALI

220 S Commerce Ave.,
Russellville, AR 72801

Job Number GASTON, FL
Revision DRAFT
Date 02/2026

Figure G-01

C:\Users\joseph.way\OneDrive - Denali Water Solutions\Desktop\Charlie\Gaston FL\compost_facility_layout - PRELIMINARY-Florida.dwg