Marion County
Board of County Commissioners
Meeting Agenda

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

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

Wednesday, September 3, 2025 9:00 AM McPherson Governmental Campus Auditorium

The Marion County Board of County Commissioners welcomes you to its regularly scheduled meeting held the first and third Tuesday of each month at 9 a.m. unless otherwise noted. The zoning portion of the meeting is held on the Monday before the third Tuesday of each month at 1:30 p.m. Should additional time be needed, the zoning portion will continue on the following Tuesday.

All commission and zoning meetings are open to the public.

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

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

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

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

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

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

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

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

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

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

1. PROCLAMATIONS AND PRESENTATIONS:

1.1. PROCLAMATION - National Recovery Month - Travis McAllister, Director of Recovery Support Services, SMA Healthcare (Approval and Presentation)

1.2. PROCLAMATION - Hunger Action Month - Stephanie Palacios, Director of Advocacy and Government Relations, Second Harvest Food Bank of Central Florida (Approval and Presentation)

1.3. PROCLAMATION - Childhood Cancer Awareness Month - Jared Peltz, The Kaitlin Continuing Smile Foundation (Approval and Presentation)

1.4. PRESENTATION – Marion County Public Safety Communications Triple Accredited Center of Excellence Achievement – James Banta, Fire Chief (Presentation Only)

2. AGENDA ITEM PUBLIC COMMENTS:

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

3. ADOPT THE FOLLOWING MINUTES:

3.1. April 1, 2025 A

3.2. April 1, 2025 B

3.3. April 8, 2025 A

3.4. April 8, 2025 B

3.5. April 14, 2025

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

4.1. Jimmy Cowan, Property Appraiser - Request to Extend 2025 Tax Roll

5. CLERK OF THE CIRCUIT COURT:

5.1. Budget Amendment

5.1.1. County Transportation Maintenance Fund - Transportation - $13,470

5.1.2. County Transportation Maintenance Fund – Transportation - $100,000

5.1.3. Fine and Forfeiture Fund – Fine and Forfeiture Administration - $406,859

5.1.4. Fine and Forfeiture Fund - State Attorney Technology - $94,497

5.1.5. General Fund - Emergency Medical Services - $30,000

5.1.6. General Fund – Fleet Management - $150,000

5.1.7. Insurance Fund – Employee Health - $461,249

5.1.8. Insurance Fund – Insurance - $34,081

5.1.9. Marion County Utility Fund - Multiple Cost Centers - $70,000

5.1.10. Silver Springs Shores Special Tax District - Silver Springs Shores - $5,000

5.1.11. Solid Waste Disposal Fund - Solid Waste Collection - $175,000

5.1.12. Solid Waste Disposal Fund – Solid Waste Disposal - $150,000

5.2. Clerk of the Court Items

5.2.1. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 29572, 34818, 036629, 38650, 38651, 39116, 39117, 39118, 39119, 39120, 39122, 49662, 50041, Clerk List, and Information Technology List

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

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.

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. Administration:

7.1.1. Request Approval of Small Project Completion and Certification Form for Hurricane Irma Damages (Budget Impact – None)

7.2. Community Services:

7.2.1. Request Approval to Execute the State Housing Initiatives Partnership Program Annual Report and Local Housing Incentives Certification (Budget Impact - None)

7.3. Fire Rescue:

7.3.1. Request Approval of the Agreement for State Financial Assistance Between the Florida Department of Law Enforcement and District 5 and 24 Medical Examiner's Office (Budget Impact – Revenues of up to $79,992)

7.4. Municipal Services:

7.4.1. Request Approval to Certify the Non-Ad Valorem Assessment Rolls to the Tax Collector for Improvement Areas (Road Assessments) (Budget Impact – None)

7.4.2. Request Approval to Certify the Non-Ad Valorem Assessment Rolls to the Tax Collector for the Municipal Service Taxing Units and Municipal Service Benefit Units (Budget Impact – None)

7.5. Parks & Recreation:

7.5.1. Request Approval of Athletic Facility Agreement Between Big Sun Youth Soccer League, Inc. for Use of Rotary Sportsplex (Budget Impact - Revenue Generating; estimated $3,000 per season)

7.6. Procurement Services:

7.6.1. Request Approval of Bid Award: 25B-137 CR 316 Widening and Resurface Project – Art Walker Construction, Inc. Ocala, FL (Budget Impact – Neutral; expenditure of $1,799,316)

7.6.2. Request Approval of Bid Award: 25B-139 Judicial Center 1 Re-Roof – Jenkins Roofing, Inc., Tallahassee, FL (Budget Impact - Neutral; expenditure of $579,617)

7.6.3. Request Approval of Bid Award: 25B-141 Marion County Annual Sidewalk Repair - Hartman Civil Construction Co., Inc., Ocala, FL (Budget Impact - Neutral; estimated annual expenditure of $400,000)

7.6.4. Request Approval of Bid Exemption for Vehicle Purchases: One-time "Off-the-Lot" Vehicle Purchases (Budget Impact – Neutral; expenditure not to exceed $152,635)

7.6.5. Request Approval of Change Order 1 to Purchase Order 2501207: Heagy-Burry Boat Ramp Surface Depression Remediation - Foundation Services of Central Florida, Ocala, FL (Budget Impact – Neutral; additional expenditure of $36,445)

7.6.6. Request Approval of Contract: 25C-161 Astro Radio System Maintenance and Upgrade Agreement – Motorola Solutions, Inc., Chicago, IL (Budget Impact – Neutral; expenditure of $10,965,105 multi-year contract)

7.6.7. Request Approval of Contract Renewal: 12P-039-CA-06 Single Stream Recycling - Waste Pro of Florida, Inc., Ocala, FL (Budget Impact - Neutral; projected annual expenditure of $420,000)

7.6.8. Request Approval of Fifteenth and Sixteenth Contract Amendments: 17P-058, Enterprise Resource Planning System and Software - Tyler Technologies, Yarmouth, ME (Budget Impact - Neutral; total expenditure of $171,150)

7.6.9. Request Approval of Piggyback and Contract: 25PB-163 Water Meters and Meter Change Out Services – National Metering Services, Inc., Clermont, FL (Budget Impact – Neutral; estimated annual expenditure of $49,975)

7.6.10. Request Approval of Ratification: Emergency Repair Expenditure as Related to Emergency Cleaning of the Off-site Equalization Tank for the Silver Spring Shores Wastewater Treatment Plant – American Pipe and Tank, Inc., Ocala, FL (Budget Impact – Neutral; expenditure of $98,000)

7.6.11. Request Approval of Selection Committee Recommendation: 25P-140 Sodium Hypochlorite – Odyssey Manufacturing Co., Tampa, FL (Budget Impact – Neutral; expenditure of $625,000)

7.6.12. Request Approval of Task Order: 20Q-170-TO-31, Architectural Services - Marion County Sheriff's Office Helicopter Hangar Design - Partin Architecture Co., Ocala, FL (Budget Impact - Neutral; expenditure of $232,800)

7.6.13. Request Approval of Task Order: 21Q-219-TO-09 Public Safety Communications Radio Tower Electrical Improvements at: Dunnellon Water Tower, Classic Mile Tower and Pistol Range Tower – Chuck's Stokes Electric of Central Florida Inc., Ocala FL (Budget Impact – Neutral; expenditure of $74,662)

7.7. Transportation - County Engineer:

7.7.1. Request Approval of the Release of a Subdivision Improvement Agreement with Irrevocable Letter of Credit Associated with Emerson Pointe Development, LLC (Budget Impact - None)

7.7.2. Request Approval of First Amendment to Developer's Agreement and Agreement Concerning Stormwater Facilities Relocation for Emerson Pointe Development, LLC (Budget Impact – Neutral)

7.7.3. Request Approval of a Purchase Agreement Associated with the Marion Oaks Manor Extension Road Improvement Project for Parcel 8004-0543-06 (Budget Impact – Neutral; expenditure of $243,000)

8. COUNTY ATTORNEY:

8.1. Request Approval to Adopt a Resolution Relating to Special Assessment Bond, Series 2025

8.2. Request Consideration of Reduction and/or Release of Civil Restitution Lien for Hugh M. Rioch

8.3. Request Authorization to Proceed with Foreclosure Action for Code Enforcement Liens recorded against the Estate of Daniel Keys (Budget Impact - None)

9. COUNTY ADMINISTRATOR:

9.1. Present Geographic Information System Update – Natasha Thompson, GIS Coordinator

10. COMMITTEE ITEMS: NONE

11. NOTATION FOR ACTION: NONE

12. GENERAL PUBLIC COMMENTS:

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

13. COMMISSIONER ITEMS:

13.1. Commission Comments

13.2. Commission Calendar

13.2.1. Present Commission Calendar

14. NOTATION FOR RECORD:

14.1. County Administrator Informational Items:

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

14.1.2. Present October 1, 2025, as the date of the next Marion County Legislative Delegation Meeting

14.1.3. Present Solid Waste Monthly Operations Report for July 2025

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

14.3. Clerk of the Court:

14.3.1. Silver Springs Community Redevelopment Area Trust Fund Revised FY 2025-26 Proposed Budget

14.3.2. Present Administrative Budget Transfer Report for FY 2024-25

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. Board of Adjustments - May 5, 2025

14.4.2. Code Enforcement Board - July 9, 2025

14.4.3. Districts 5 and 24 Medical Examiner Advisory Committee - June 19, 2025

14.4.4. Development Review Committee – August 4 and 11, 2025

14.4.5. Land Development Regulation Committee - July 16, 2025

14.4.6. License Review Board - July 8, 2025

14.4.7. Tourist Development Council – June 26, 2025

14.5. General Informational Items:

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

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

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

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

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20333 **Agenda Date:** 9/3/2025 **Agenda No.:** 1.1.

SUBJECT:
PROCLAMATION - National Recovery Month - Travis McAllister, Director of Recovery Support Services, SMA Healthcare (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, millions of Americans face mental health and substance use disorders each year, including over 500 Marion County residents who accessed inpatient detox services this year, underscoring the need for community support that makes recovery achievable; and

WHEREAS, National Recovery Month, observed each September, promotes awareness and understanding of mental health and substance use disorders, celebrates individuals in recovery, and recognizes the dedicated work of service providers, advocates, and organizations that make recovery a reality; and

WHEREAS, the Ocala Recovery Festival, now in its eighth year, exemplifies Marion County's commitment to reducing stigma, promoting wellness, and fostering a culture of hope, healing, and recovery; and

WHEREAS, the Festival, held this year on September 13th at 10:00 a.m. at Tuscawilla Park, is hosted by the Marion County Children's Alliance's Community Council Against Substance Abuse, in partnership with the Marion County Hospital District, and supported by a dedicated planning committee of local partners; and

WHEREAS, the Ocala Recovery Festival brings together hundreds of individuals and families in a spirit of unity and celebration, offering access to recovery resources, educational outreach, family-friendly activities, and recognition of community champions through the Chief Greg Graham Recovery Champion Award;

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

"NATIONAL RECOVERY MONTH"

in Marion County, Florida, and urge all citizens, organizations, and community leaders to support recovery efforts, raise awareness, reduce stigma, and celebrate the many contributions of individuals in recovery, their families, and the professionals who support them.

DULY PROCLAIMED this **3rd** day of **September 2025.**

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
KATHY BRYANT, CHAIRMAN

_____
CARL ZALAK, III, VICE CHAIR

_____
MICHELLE STONE, COMMISSIONER

ATTEST:

_____
CRAIG CURRY, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
MATT MCCLAIN, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20337 **Agenda Date:** 9/3/2025 **Agenda No.:** 1.2.

SUBJECT:
PROCLAMATION - Hunger Action Month - Stephanie Palacios, Director of Advocacy and Government Relations, Second Harvest Food Bank of Central Florida (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, hunger and poverty are issues of vital concern in Marion County, where 14.9% of people experience food insecurity and do not know where their next meal will come from, many facing the impossible choice between food and other basic needs; and

WHEREAS, Marion County is committed to working with Second Harvest Food Bank of Central Florida and local agencies such as Interfaith, His Compassion, The Salvation Army, and Brother's Keeper, among others, to highlight the vital role of food banks in addressing hunger and to raise awareness of the need for greater resources and attention to help end hunger in our community; and

WHEREAS, Second Harvest Food Bank of Central Florida and its 48 partner agencies have provided more than 4.7 million meals to individuals in Marion County in 2024, and distribute 300,000 meals daily throughout their seven-county service area in Central Florida through a network of food pantries, soup kitchens, shelters, and other community organizations; and

WHEREAS, the month of September is designated as "Hunger Action Month" to raise awareness about food insecurity and engage the public in ending hunger by donating, fundraising, volunteering, learning about local hunger issues, and advocating for food assistance so that every community, and everyone in it, has the food they need to thrive; and

WHEREAS, food banks across the country, including Second Harvest Food Bank of Central Florida and its partner agency network, will host numerous events throughout the month of September to raise awareness and encourage all citizens to help "Stock the Shelves" in support of families, children, seniors, and others facing hunger;

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

"Hunger Action Month"

DULY PROCLAIMED this **3rd** day of **September, 2025.**

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
KATHY BRYANT, CHAIRMAN

_____
CARL ZALAK, III, VICE CHAIR

_____
MICHELLE STONE, COMMISSIONER

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CRAIG CURRY, COMMISSIONER

ATTEST:

_____
GREGORY C. HARRELL, CLERK

_____
MATT MCCLAIN, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20327 **Agenda Date:** 9/3/2025 **Agenda No.:** 1.3.

SUBJECT:
PROCLAMATION - Childhood Cancer Awareness Month - Jared Peltz, The Kaitlin Continuing Smile Foundation (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, September is childhood cancer awareness month and all children regardless of who they are, deserve a childhood and a chance to grow up; and

WHEREAS, during this awareness month, advocates, non-profits, health care professionals, researchers, and family's impacted want Floridians to know the prevalence and reality that children facing cancer experience each and every day; and

WHEREAS, pediatric cancer is the leading cause of death by disease in children yet is grossly under-funded and under-researched, and 1 in 285 children in the United States will be diagnosed by their 20th birthday; and

WHEREAS, two-thirds of childhood cancer patients will have long lasting chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening, and in the last 20 years there have only been four new drugs approved by the FDA to specifically treat childhood cancer; and

WHEREAS, foundations, researchers, and healthcare professionals are working diligently to treat and cure pediatric cancer but need the support from all of us, and too many children are affected by this deadly disease and more must be done to raise awareness and ultimately find a cure;

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

"Childhood Cancer Awareness Month"

in Marion County, Florida, and call upon all citizens to do their part in observing this month and raising awareness for a cause that deeply impacts families in our community and communities across the nation.

DULY PROCLAIMED this **3rd** day of **September**, **2025.**

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

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KATHY BRYANT, CHAIR

_____
CARL ZALAK, III, VICE CHAIR

_____
MICHELLE STONE, COMMISSIONER

ATTEST:

_____
CRAIG CURRY, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
MATT MCCLAIN, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20340 **Agenda Date:** 9/3/2025 **Agenda No.:** 1.4.

SUBJECT:
PRESENTATION - Marion County Public Safety Communications Triple Accredited Center of Excellence Achievement - James Banta, Fire Chief (Presentation Only)

INITIATOR:
James Banta, Fire Chief

DEPARTMENT:
Fire Rescue

DESCRIPTION/BACKGROUND:
Marion County Public Safety Communications plays a critical role in Marion County's emergency response system, serving as the vital link between the public and police, fire, and medical responders. These employees are truly the first, first responders. They answer calls for help, gather critical information, and provide lifesaving instructions in situations where seconds matter.

The International Academies of Emergency Dispatch (IAED) grants the designation of Accredited Center of Excellence known as ACE to agencies that meet international standards in emergency dispatch protocols utilized to process all calls for service received by Public Safety. Earning accreditation in even one discipline is a significant accomplishment, requiring detailed review, continuous quality improvement, and a demonstrated commitment to excellence.

Marion County Public Safety Communications recently achieved ACE accreditation in all three disciplines: Emergency Police Dispatch, Emergency Fire Dispatch, and Emergency Medical Dispatch. This distinction, known as Triple ACE, is held by only 28 agencies worldwide.

This outstanding accomplishment reflects the professionalism, dedication, and teamwork of the entire department. It demonstrates their ongoing commitment to providing the highest standard of service to our community, ensuring that every call for help is handled with accuracy, efficiency, and care.

This rare Triple ACE designation underscores Marion County Public Safety Communications' unparalleled commitment to excellence and its critical role in safeguarding the community by providing top-tier emergency dispatch services.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Presentation only.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20383 **Agenda Date:** 9/3/2025 **Agenda No.:** 3.1.

SUBJECT:
April 1, 2025 A

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

April 1, 2025

CALL TO ORDER:
The Marion County Board of County Commissioners met in regular session in Commission Chambers at 9:02 a.m. on Tuesday, April 1, 2025 at the Marion County Governmental Complex located in Ocala, Florida.

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

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

ANNOUNCEMENTS:
Chairman Bryant addressed upcoming scheduled meetings as listed on the Commission Calendar (Item 13.21..).

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

1.1. PROCLAMATION - National Fair Housing Month - Cheryl Martin, Community Services Director (Approval and Presentation)

The Board presented the Proclamation designating the month of April 2025 as “National Fair Housing Month” to Community Legal Services Senior Manager Lena Hopkins and several representatives from Ocala Community Development Services, Marion County Community Services Department, Habitat for Humanity, Community Legal Services, Ocala Marion County Association of Realtors, Housing Finance Authority of Marion County (HFA), United Way of Marion County and Strong Families.

Community Legal Services Senior Manager Lena Hopkins expressed her appreciation to the BCC and stated that the organizations on the stage today have been in this fight for a long time. She advised that these organizations would continue to work with other partners to ensure that all citizens of Marion County are able to access affordable and fair housing regardless of their race, color, familial status, nationality, religion, gender, disability, and other protected classes.

1.2. PROCLAMATION - Farmland Preservation Month - Sara Fennessy, Executive Director, Horse Farms Forever (Approval and Presentation)

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The Board presented the Proclamation designating the month of April 2025 as "Farmland Preservation Month" to Executive Director Sara Fennessy, Horse Farms Forever, Inc. (HFF)

Commissioner McClain expressed his appreciation for the opportunity to continue his father Stan McClain's legacy. He stated Ocala has been known as the Horse Capital of the World since 2001 and in 2005 the Farmland Preservation Area (FPA) was founded. Commissioner McClain advised that the American Horse Council Foundation's 2023 Equine Economic Impact Study for Marion County indicates that one-fifth of the County's employment (approximately 28,500 people); one-fifth of the County's landmass (over 200,000 acres); one-fifth of the County's economy (22% of the gross domestic product (GDP)); and $4,300,000,000.00 in annual economic impact are all tied to the equine industry.

Bernie Little, President of HFF, expressed his appreciation to the BCC for the Proclamation, noting it was a pleasure to advocate for the FPA. He advised that the Farmland Preservation Festival will take place on April 12, 2025 at Stirrups 'n Strides Therapeutic Riding Center and everyone is invited to attend.

Executive Director Sara Fennessy, HFF, expressed her appreciation to the Board for its partnership over the past few years to help HFF protect and preserve the FPA and to maintain the County's global brand as "Horse Capital of the World".

1.3. PROCLAMATION - Water Conservation Month - Tony Cunningham, Utilities Director (Approval and Presentation)

The Board presented the Proclamation designating the month of April 2025 as "Water Conservation Month" to Utilities Director Tony Cunningham.

Utilities Director Tony Cunningham expressed his appreciation for the Florida aquifer that Marion County has been blessed with. He opined that this aquifer is the greatest source of fresh water in the world and advised that as part of our stewardship of the resources, citizens must balance the use of this water as they live, work, play, grow our food, and create industry in the community. Mr. Cunningham noted everyone must conserve water individually.

Water Resources Liaison Trevor Knight, Office of the County Engineer (OCE), listed the many County organizations who have worked together to conserve more than 63,000,000 gallons of water annually. He advised that these programs include toilet and irrigation retrofits, irrigation audits, distribution of water conservation kits, and other outreach efforts such as the stormwater septic grants, which have helped the Department pump out, repair, or inspect 223 septic tanks. Mr. Knight stated staff anticipates that over 8,200 septic tank systems will be converted to sewer systems in the next 20 years by Utilities Department efforts. To learn more about how to protect water resources, please call 352-671-8672 or electronic mail (email) waterresources@marionfl.org.

1.4. PROCLAMATION - Employee Appreciation Month - Sara Caron, Human Resources Director (Approval and Presentation)

The Board presented the Proclamation designating the month of April 2025 as "Employee Appreciation Month".

Human Resources (HR) Director Sara Caron advised that this is the fifth annual employee appreciation month. She provided a brief overview of the employee activities going on this month, including free movie screenings at the Marion Theatre, an Easter egg hunt, trivia nights, a lip sync battle/karaoke, and a highly competitive kickball tournament. The

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"surprise squad" will be out celebrating ideal team players, adding an element of recognition and appreciation throughout the month. Ms. Caron expressed her appreciation to Talent Manager Kerry Blood, Public Relations Specialist Roger Waddell, Parks and Recreation staff, Executive Director of Internal Services Mike McCain, as well as all Marion County employees. She expressed her appreciation to County Administration and the BCC for its support.

1.5. PRESENTATION - Employee of the Quarter for January - March 2025 – Sara Caron, Human Resources Director (Presentation Only)

Director Sara Caron, HR, presented the following recommendation:

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

Budget/Impact: None.

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

The nominees for Employee of the Quarter for the 1st Quarter (January - March 2025) are:

Karen Lancaster	Animal Services
Kassidy Lindsay	Animal Services
Frederick “Ricky” Corn	Building Safety
April Dority	Building Safety
Donald Hanchar	Building Safety
Antoinette Hernandez	Building Safety
Kendall Stephens	Community Services
Scott Friend	Facilities Management
Scott Anderson	Growth Services
Zachary Chappelle	Parks & Recreation
Jorge Nieves	Parks & Recreation
Russell Young	Parks & Recreation
Samantha Solomon	Tourist Development
Sky Wheeler	Tourist Development

Ms. Caron advised that the Employee of the Quarter began their career with the County in 2023 and has worked diligently to be an important part of the team that highlights all of the great experiences that Marion County has to offer. She stated this employes optimizes the County’s HICARD (**H**umbleness, **I**ntegrity, **C**ommitment, **A**ccountability, **R**espect, and **D**iscipline) values through dedication and commitment. In the short time that she has been with the County, this employee has had a huge impact on her Department’s success with planning and executing several key events, ensuring each one was well organized and impactful. The measure of her success can be seen in the seamless and positive

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experience of the attendees at the Pavillion at Green Gaits event, noting she built this event from scratch, to showcase Ocala and Marion County during the opening night of the trade show. Ms. Caron presented the Employee of the Quarter to Samantha Soloman, Tourist Development Department.
Samantha Solomon expressed her appreciation for the opportunity to take part in today's meeting and stated that she is grateful for the support, encouragement, values, and examples that have been set before her by the BCC, Administration and staff.

NEW BUSINESS: Chairman Bryant advised that Marion County Day 2025 took place this past weekend, noting County staff and sponsors went above and beyond to ensure that this year's event was the most well attended and the most incredibly organized day.
She opined that it was a gorgeous day to highlight local vendors and showcase County services. The Board is especially grateful to local vendors and sponsors, including Waste Pro, Advent Health Ocala, Comcast, Wawa, Things To Do Ocala, City of Ocala Electric, College of Central Florida, Duke Energy, Scorpio, HTM Developers, LLC, and the World Equestrian Center (WEC) for making this event possible.
Chairman Bryant played a video recapping this year's event.
County Administrator Mounir Bouyounes expressed his appreciation to all Marion County employees for the professionalism and integrity they showed that day, noting there were 12,488 attendees. He stated the purpose of Marion County Day is to open up the Government Campus to the community so they can visit and learn about all the different services that are provided by Marion County.
ACA Amanda Tart shared the story of a little boy who had lost his tooth during the event, noting staff unsuccessfully helped him search for his tooth and he was very sad. She advised that with the help of Animal Services Director Kyra Lynch and Executive Assistant Gennifer Medina, County Administration, staff was able to draft an official County letter to the Tooth Fairy and provided the letter, as well as a County Challenge Coin to the little boy and his mom.

2. AGENDA ITEM PUBLIC COMMENTS: Reserved for comments related to items specifically listed on this agenda. Scheduled requests will be heard first and limited to five (5) minutes. Unscheduled requests will be limited to two (2) minutes. Citizens may contact Marion County Administration by 5:00 p.m. the Friday before the meeting at 352-438-2300 to request to speak or submit the request online at: www.marionfl.org.
Chairman Bryant opened the floor for public comment.
Former Commissioner Glen Fiorello, SE 9th Avenue, advised that he served on the BCC from 1988 to 1992 and expressed his appreciation to the County staff members he previously worked with and commented on their knowledge, patience, and responsiveness. He expressed his appreciation for the non-denominational prayer that opened today's meeting.
Mr. Fiorello questioned the Board's involvement in the selection process of the committee members who will be appointed to the Florida State Department of Government Efficiency (DOGE) team (Agenda Item 11.1.).
In response to Mr. Fiorello, Clerk of Court Greg Harrell advised that Clerks Statewide are still discussing the details. He stated Marion County is in excellent standing with the State; however, the conversation regarding specific committee members has not yet taken place.
Mr. Fiorello opined that it would be excellent to have Clerk Harrell involved in this process.

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Chairman Bryant advised that public comment is now closed.

3. ADOPT THE FOLLOWING MINUTES: (1 set)

3.1. December 9, 2024

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to adopt the meeting minutes of December 9, 2024. The motion was unanimously approved by the Board (5-0).

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

4.1. Billy Woods, Sheriff - Request Approval of 2024-25 Edward Byrne Memorial Justice Assistance Grant Program – Countywide

The Board considered the following recommendation from Caitlin Rath, Grants Coordinator, Marion County Sheriff's Office (MCSO):

> Description/Background: The Board of County Commissioners provided approval to the Marion County Sheriff's Office to apply for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the Florida Department of Law Enforcement. Funding will be used to purchase new camera equipment for the jail.
>
> Budget/Impact: Grant revenue of $56,686 (No local match required).
>
> Recommended Action: Motion to authorize the Board Chairman to sign the agreement.

A motion was made by Commissioner Zalak, seconded by Commissioner McClain, to approve the request for the MCSO to apply for JAG funding through the Florida Department of Law Enforcement (FDLE) to purchase new camera equipment for the jail. The motion was unanimously approved by the Board (5-0).

4.2. 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 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 Zalak, seconded by Commissioner McClain, to approve the request to expend $5,000.00 from the LETF for donation to Florida Criminal Justice Executive Institute. The motion was unanimously approved by the Board (5-0).

5. CLERK OF THE CIRCUIT COURT:

5.1. **Budget Amendment**

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

5.1.1. 25-R-108 - General Fund - Emergency Medical Services - $50,000

5.1.2. 25-R-109 - General Fund - Parks and Recreation - $952,000

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5.1.3.a. 25-R-110 - Impact Fee West District Fund Impact Fees West District – $2,615,018
5.1.3b. 25-R-111 - Impact Fee West District Fund - Impact Fees West District - $4,000,000
5.1.4. 25-R-112 - Marion County Utility Fund - Utilities Capital Construction - $5,000
5.1.5. 25-R-113 - Marion County Utility Fund - Utilities Capital Construction - $104,630
5.1.6. 25-R-114 - Medical Examiner Fund - Medical Examiner - $7,940
5.1.7. 25-R-115 - Parks and Recreation Fees Fund - Parks and Recreation Fees - $10,710

5.2. Clerk of the Court Items
5.2.1. Transfer Project Funds and Amend the Capital Improvement Program - Marion County Utility Fund - $282,300
Utilities Director Tony Cunningham presented the following recommendation:

> Description/Background: On November 21, 2023, Marion County Utilities (MCU) entered into an agreement contract 23-06 with 484 Road Runner Resources, LLC. Per the agreement, MCU would pay for oversizing costs associated with the water and sewer lines the developer is planning to construct. These lines will be connected to current MCU systems. This agreement calls for a maximum reimbursement of $282,300 by the County. This is a one-time request.
> Budget/Impact: Neutral.
> Recommended Action: Motion to approve the transfer of project funds and amend the Capital Improvement Program.

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

5.3. Clerk of the Court Items
5.3.1. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 037764, 039489, 045696, 046004, 048576, 050192, 050782, and a list from Fire Rescue
A motion was made by Commissioner Stone, seconded by Commissioner Curry, to approve the Acquisition or Disposition of Property Forms 037764, 039489, 045696, 046004, 048576, 050192, 050782, and a list from Fire Rescue. The motion was unanimously approved (5-0).

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

7. CONSENT: A motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion unless desired by a Commissioner.
County Administrator Mounir Bouyounes advised that Agenda Item 7.3.1. would be pulled from consideration, noting he would bring it back to the Board at a later date.
Upon motion of Commissioner Stone, seconded by Commissioner Curry, the Board acted on the Consent Agenda as follows:

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7.1. Community Services:

7.1.1. Request Approval of First Amendment to the Agreement Between Marion County and Homeowner for State Housing Initiatives Partnership Housing Rehabilitation (Budget Impact - None)

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

Description/Background: The Board approved an agreement on January 21, 2025, to replace Ms. Jacobs' home under the State Housing Initiative Partnership Program (SHIP). Due to unforeseen circumstances, an amendment is needed that will enable the County to pay off the first mortgage and move the project forward without delay. All insurance and charitable funds will be used before utilizing remaining County funding.

Budget/Impact: None.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute all necessary documentation for the Amendment between Marion County and Ms. Jacobs for State Housing Initiatives Partnership Housing Rehabilitation Program.

7.1.2. Request Approval of First Amendment to Marion County Standard Professional Services Agreement Emergency Solutions Grant Program Between Marion County and Saving Mercy Corporation (Budget Impact - Neutral; not to exceed $17,501)

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

Description/Background: Marion County administers grant funding for the Ocala/Marion Joint Office on Homelessness under the Continuum of Care (CoC) FL-514. This funding, which includes the Emergency Solutions Grant (ESG), Challenge Grant, and Temporary Assistance for Needy Families (TANF), comes from the U.S. Department of Housing and Urban Development (HUD) and the Florida Department of Children and Families (DCF). DCF has a Unified Contract with the Board of County Commissioners (BCC) to distribute these funds to homeless service organizations.

On September 4, 2024, the BCC approved additional ESG funding from DCF. On July 2, 2024, the BCC approved a $172,000 agreement with Saving Mercy for rapid rehousing and prevention services. Over the past year, Saving Mercy has helped 125 households and can use the additional funds to serve at least 7 more households by June 30, 2025. The CoC Executive Board recommends increasing the Saving Mercy agreement by $17,500.34.

Budget/Impact: Neutral; not to exceed $17,500.34.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute First Amendment to Marion County Standard Professional Services Agreement ESG Program Between Marion County and Saving Mercy Corporation to include all necessary documents associated with this agreement.

7.2. Fire Rescue:

7.2.1. Request Approval of the Interlocal Agreement between Levy County and Marion County Titled Levy/Marion Mutual-Aid
Response Plan (Budget Impact - None)

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

Description/Background: This interlocal agreement is for mutual aid between Marion County Fire Rescue and Levy County Department of Public Safety in order to enhance emergency response across county lines. Each department will be able to request assistance to high-priority incidents, ensuring timely and effective responses. This agreement will provide mutual operational benefits, including improved resource availability during concurrent emergencies and contributions to Insurance Services Offices (ISO) ratings. This partnership will ultimately enhance service delivery for the residents of both counties.
Budget/Impact: None.
Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Interlocal Agreement between Levy County and Marion County Titled Levy/Marion Mutual-Aid Response Plan.

7.3. Human Resources:

7.3.1. Request Approval to Change Pay Grades of 85 Positions; Request Approval to Change Class Title and Pay Grade on 1 Position, within the Utilities Department, Budgets ZF440536, ZF440537, ZF442533, ZF445535 (Budget Impact - Expenditure of $310,765)

The following recommendation by HR Director Caron was withdrawn from consideration by Administration:

Description/Background: The Utilities department has faced significant challenges over the past several years in recruiting and retaining staff. The overall turnover rate has been unusually high, with certain segments experiencing turnover as high as 40%. High turnover places a strain on existing staff, who must dedicate substantial time to training new employees - many of whom leave before making a lasting contribution. Additionally, several key positions have remained vacant for over a year, forcing the department to rely on consultants or third-party providers at significantly higher costs – sometimes two to three times more expensive than an annual salary.

To address these challenges, a comprehensive staffing analysis was conducted to compare Marion County Utilities' positions with similar organizations, assess job responsibilities, and explore strategies for improving recruitment and retention. Based on these findings, the recommended approach includes:

- Reclassifying high-turnover and hard-to-fill positions
- Optimizing the organizational structure
- Enhancing workplace culture within Utilities

The following changes are proposed:

Number of Positions	Current Class Title	Current Pay Grade	Proposed Pay Grade
1	Utilities Field Supervisor	112	114
30	Utilities Field Technician	203-209	207-214
3	Utilities Industrial Electrician	213	214
2	Utilities Instrumentation Technician	110	113
12	Utilities Lift Station Technician	203-209	207-214

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1	Utilities Maintenance Manager	114	116
3	Utilities Maintenance Supervisor	112	114
3	Utilities Operation Supervisor	112	114
1	Utilities Operation Manager	114	116
22	Utilities Plant Operator	204-211	207-214
5	Utilities Plant Technician	204-210	208-214
1	Utilities Business Manager	114	115
1	Utilities Construction Manager	114	115

And:

Number of Positions	**Current Class Title**	**Current Pay Grade**	**Proposed Pay Grade**	**Number of Positions**
1	Utilities Construction Officer	111	Utilities Construction Foreman	112

Budget/Impact: Expenditure of $310,765 (ZF440536: $4,543; ZF440537: Neutral; ZF442533: $163,479; ZF445535: $142,743).

Recommended Action: Request approval to change pay grades of 85 positions, and a class title and pay grade change of 1 position, within the Utilities Department, Budgets ZF440536, ZF440537, ZF442533, ZF445535.

(Ed. Note: This Item was withdrawn by the County Administrator.)

7.4. Procurement Services:

7.4.1. Request Approval of Bid Award: 25B-069 Marion County Drainage Retention Area (DRA) Mowing - Top Quality Lawn Maintenance, LLC, Ocala, FL and JCM Outdoor Services LLC, Anthony, FL (Budget Impact - Neutral; estimated annual expenditure of $71,000)

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 solicitation seeking bids from experienced and qualified contractors to mow 239 miles across the county during five cycles a year. The work consists of routine mowing of drainage retention areas, drainage right-of-ways, adjacent road right-of-ways, and conveyance swales within drainage easements where identified. In addition, this may also include trimming around structures such as pipe ends, discharge structures, trees, and fence lines. Seven (7) submittals were received for Areas I at 88.4 acres and X at 150.4 acres. Per Section 2-244(i) of the Marion County Ordinance, when two (2) Marion County-based contractors submit identical bids, the contract is awarded by a coin toss to determine the recipient. For Area X, a coin toss was conducted between JCM Outdoor Services, LLC (JCM) and Three Ponds Rental LLC, with more than ten witnesses present. JCM won the toss and was awarded the contract. Steven Cohoon, P.E., County Engineer, recommends contracting with Top Quality Lawn Maintenance, LLC and JCM, as the most responsive and responsible bidders.

Vendor – *Location*	**Area**	**Annual Cost**
Top Quality Lawn Maintenance, LLC – *Ocala, FL*	I	$25,636.00
JCM Outdoor Service LLC – *Anthony, FL*	X	$45,120.00

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Attached for review are drafted contracts for both contractors. Pending approval at today's meeting, the contracts will be routed for signatures.
Budget/Impact: Neutral; estimated annual expenditure of $71,000, however this estimate may vary on the actual needs of service. Annual expenditures shall not exceed approved Fiscal Year budget amounts and shall be based on contracted acreage unit pricing without being brought back to the board. Funding is available in line EK430538-534101 - Stormwater Program.
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 Top Quality Lawn Maintenance, LLC and JCM Outdoor Services LLC under 25B-069.

7.4.2. Request Approval of Bid Award: 25B-082 Marion County Combined Mowing & Litter - Extreme Enterprises of Marion County, Inc., Ocala, FL (Budget Impact - Neutral; estimated annual expenditure of $1,359,783)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of the Office of the County Engineer (OCE), Procurement issued a solicitation for the provision of combined roadside, slope, and finish mowing services, including litter pickup and removal for these areas. A total of five (5) firms submitted proposals, of which two (2) subsequently withdrew their bids. A summary of the remaining three (3) firms' proposals is provided below:

Firm – *Location*	Base Bid
Extreme Enterprises of Marion County, Inc – *Ocala, FL*	$1,359,782.75
2K Property Services, LLC – *Ocala, FL*	$1,369,094.00
SilverStar Landscape – *Ocala, FL*	$1,622,739.72

Steven Cohoon, P.E., County Engineer, recommends that Extreme Enterprises of Marion County, Inc. receive the award as the lowest, most responsive, and most responsible bidder.
Attached for review is a draft contract. Pending approval at today's meeting, it will be sent to the firm for signatures. Upon return, it will be forwarded to Legal, the Clerk and Chairman for signatures.
Budget/Impact: Neutral; estimated annual expenditure of $1,359,782.75. Funding comes from BL400541-534101 (County Transportation Maintenance Fund) and ZA425534-534101 (Solid Waste Disposal Fund).
Recommended Action: Motion to approve and allow staff to issue, and upon approval from Legal, authorize the Chairman and Clerk to execute the contract under 25B-082.

7.4.3. Request Approval of Change Order 1 to Purchase Order 02300859: 2024 International MV607 Chassis - ETR, LLC (Budget Impact - Neutral; additional expenditure of $5,200)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On February 21, 2023, the Board approved for Marion County Fire Rescue (MCFR) to purchase one (1) 2024 International MV607, 4-door, crew cab, 4x2 truck as a replacement chassis for the CC1 Rescue. In order

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for MCFR to complete this re-chassis, additional work is needed. This work includes removal, recondition, and remount of the American Emergency Vehicles (AEV) module onto the International MV607 chassis. Change Order 1 is being presented today requesting approval to add $5,200 for the cost coverage.
Budget/Impact: Neutral; additional cost of $5,200 bringing the project's total cost to $307,456.
Recommended Action: Motion to approve, authorize the Chairman to execute, and allow staff to process Change Order 1 to PO 02300859 with ETR, LLC.

7.4.4. Request Approval of Change Order 1 to Purchase Order 2500396: Non-Cert/Trainee Classes, Marion County School Board (Budget Impact - Neutral; additional expenditure of $127,665)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On October 8, 2024, the Board approved for Marion County Fire Rescue to cover the cost for noncertified trainees to attend the Florida State College, which is partially owned by Marion Technical College (MTC), and includes both Fire and EMS classes. The trainees and current students will be hired and/or trained by Marion County Fire Rescue to fill open vacancies needed in the department. Change Order 1 is being presented today requesting approval to add $127,664.34 to cover the remaining semester of school for 30 students. 17 students will go through the EMT class at MTC and 13 students will go through the Fire semester and EMT semester at MTC.
Budget/Impact: Neutral; additional cost of $127,664.34 bringing the purchase order total to $227,664.34.
Recommended Action: Motion to approve, authorize the Chairman to execute, and allow staff to process Change Order 1 to Purchase Order 2500396 with Marion County School Board.

7.4.5. Request Approval of Contract Renewal: 24B-059-CA-01 Mowing and Grounds Maintenance Services for Fire Stations – Southern Lawn Care Mid Florida, Inc., Anthony, FL (Budget Impact - Neutral; annual expenditure of $100,000)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On March 3, 2024, the Board approved a one (1) year contract with Southern Lawn Care Mid Florida, Inc., to provide Mowing and Ground Maintenance Services to specified County Fire Stations. This agreement included four (4) annual renewal options. Southern Lawn Care Mid Florida, Inc. has continued to perform well, and Marion County Fire Chief, James Banta, provided a positive vendor evaluation. At this time, Chief Banta would like to renew the contract for the first of four (4) annual renewal options.
Attached for review is a draft of the contract renewal. Pending approval at today/s meeting, it will be forwarded to the vendor for signature, and upon return, will be forwarded to Legal, the Clerk and Chairman for signatures.
Budget/Impact: Neutral; estimated annual expenditure of $100,000. Funding is from line EF300522-534101 (Fire, Rescue, and EMS Fund).

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Recommended Action: Motion to approve the contract renewal and allow staff to issue, and upon approval by Legal, authorize the Clerk and Chair to execute the first of four (4) contract amendments, under 24B-059- CA-01.

7.4.6. Request Approval of Second Contract Amendment: 22Q-152 SW 38th/40th St Phase A and SW 38th St Phase B (from SW 80th Ave to SW 43rd Ct) - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $2,042,530)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: At its February 7, 2023, meeting, the Board approved a contract for Kimley-Horn and Associates, Inc. (KHA) to evaluate and update the existing Preliminary Engineering Report (PER) for SW 38th/40th St Phase A and SW 38th St Phase B (from SW 80th Ave to SW 43rd Ct). The Board approved the first contract amendment at its June 18, 2024, meeting for KHA to investigate and make recommendations for an alternative access road from SW 67th Ave Road to West Port High School Bus Loop. The Board approved the PER for the project on March 18, 2025.

This second amendment, being presented today, outlines the scope of work and responsibilities of KHA for the completion of final design and preparation of roadway construction plans consistent with the adopted PER for the proposed improvements to SW 38th/40th Street. The design project will span approximately 3.1 miles, from 3,000 feet east of SW 80th Avenue to SW 43rd Court. The design limits are less than the PER limits as the 3,000 feet section is included in the SW 80th Avenue, Segment I, project. KHA will conduct surveys, engineering analyses, design work, and regulatory permitting necessary to complete the final design. This includes environmental assessments, surveying, right-of-way parcel sketches, roadway and drainage design, signing and pavement markings, intersection improvements, and coordination of underground and overhead utilities. Additionally, KHA will perform technical reviews and studies related to the development and preparation of the contract plans. The services for this work are anticipated to be completed within a 10-month expedited schedule.

Attached for review is a draft contract amendment; pending approval at today's meeting, it will be sent to KHA for execution and later routed for the County Attorney, Clerk, and Chairman's signatures.

Budget/Impact: Neutral; expenditure of $2,042,530. Funding is from GB772541-563512 - Impact Fee - West District.

Recommended Action: Motion to approve the second contract amendment and upon return from Legal, authorize the Chairman and Clerk to execute the amendment with Kimley-Horn and Associates, Inc. under 22Q-152.

7.4.7. Request Approval of Selection Committee Recommendation: 25Q-055 Right-of-Way Acquisition, Property Management, and Platting Services - American Acquisition Group, LLC, Tampa, FL, Bowman Consulting, Ltd., Inc., Tampa, FL, and Independence Acquisition & Appraisal, LLC, Thonotosassa, FL (Budget Impact - None)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of the Office of the County Engineer, Procurement issued a Request for Qualifications to contract with qualified and

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experienced agencies for right-of-way acquisition, property management, and platting services. As needed, Marion County will receive support in land acquisition and management, including coordinating property needs with County staff, securing appraisals and title searches, preparing and negotiating offer letters, and drafting purchase agreements. This includes managing agenda items, closing documents, and the proper recording of all required materials. For surplus property sales and County leases, agencies will determine appropriate usage, negotiate terms, draft agreements, and ensure proper documentation. Additionally, they will assist with platting needs, such as plat vacations, road closures, and related matters.

Three submittals were received, evaluated, and scored by Selection Committee members; Angel Stowe, John Crawford, and Zachary Rountree. Members have recommended to contract with all agencies.

Steven Cohoon, P.E., County Engineer, agrees with the selection committee's recommendation. Attached for review are three contracts. Upon approval at today's meeting, it will be sent to the agencies for signatures. Once returned, they will be routed to the County Attorney, Clerk, and Chairman for signatures.

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

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract, and upon approval by Legal, authorize the Chairman and Clerk to execute the contract with American Acquisition Group, LLC, Bowman Consulting, Ltd., Inc., and Independence Acquisition & Appraisal, LLC.

7.4.8. Request Approval of Selection Committee Recommendation: 25Q-057 Plumbing Services - Balanced Mechanical & Plumbing Services, LLC, Meeks Plumbing, Inc., McCloskey Mechanical Contractors, Inc. (Budget Impact - None)

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

Description/Background: On behalf of Marion County Facilities, Procurement advertised a Request for Qualifications (RFQ) to contract with qualified firms to perform replacement and repairs on an as needed basis to Marion County owned and leased buildings. Three (3) firms responded. The Selection Committee reviewed three (3) proposals, ranking them per the tabulation below:

Firm – *Location*	**Score (Rank)**
Balanced Mechanical & Plumbing Services, LLC – *Ocala, FL*	615
Meeks Plumbing, Inc – *Belleview, FL*	565
McCloskey Mechanical Contractors, Inc – *Orlando, FL*	550

Following negotiations with all three (3) firms, the Selection Committee recommends awarding contracts to Balanced Mechanical & Plumbing Services, LLC, Meeks Plumbing, Inc., and McCloskey Mechanical Contractors, Inc.

Attached for review are the draft contracts for each of the firms; pending approval at today's meeting, they will be sent to the firms for signatures. Upon return, they will be forwarded to Legal, the Clerk and Chairman for signatures.

Budget/Impact: None - task orders that exceed the County Administrator's approval threshold will be brought back before the Board for review and approval.

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Recommended Action: Motion to approve and allow staff to issue, and upon approval from Legal, authorize the Chair and Clerk to execute the contract under 25Q-057.

7.4.9. Request Approval of Selection Committee Recommendation: 25Q-058 HVAC Services - Air Mechanical & Service Corp., Balanced Mechanical & Plumbing Services, LLC, Climate Control Mechanical Services, Inc., Sherman Mechanical Contractors (Budget Impact - None)

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

Description/Background: On behalf of Marion County Facilities, Procurement advertised a Request for Qualifications (RFQ) to contract with qualified firms to perform HVAC replacement and repairs on an as needed basis to Marion County owned and leased buildings. Seven (7) firms responded; two (2) firms were deemed non-responsive. The Selection Committee reviewed five (5) proposals, ranking them per the tabulation below:

Firm – *Location*	**Score (Rank)**
Balanced Mechanical & Plumbing Services, LLC – *Ocala, FL*	695
Climate Control Mechanical Services, Inc – *Ocala, FL*	620
Sherman Mechanical Contractors, LLC – *Ocala, FL*	580
Air Mechanical & Service Corp. – *Tampa, FL*	550
Pilar Services, Inc – *Doral, FL*	305

Following negotiations with the top four (4) ranked firms, the Selection Committee recommends awarding contracts to Balanced Mechanical & Plumbing Services, LLC, Climate Control Mechanical Services, Inc., Sherman Mechanical Contractors, LLC, and Air Mechanical & Service Corp. Facilities Director, Jared Goodspeed, supports the Selection Committee's recommendation.

Attached for review are the draft contracts for each of the firms; pending approval at today's meeting, they will be sent to the firms for signatures. Upon return, they will be forwarded to Legal, the Clerk and Chairman for signatures.

Budget/Impact: None - task orders that exceed the County Administrator's approval threshold will be brought back before the Board for review and approval.

Recommended Action: Motion to approve and allow staff to issue, and upon approval from Legal, authorize the Chairman and Clerk to execute the contract under 25Q-058.

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

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

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

Pending Requisition/Presidio Networked Solutions LLC - Marion County Information Technology requests approval for the renewal of the County's network tools solution which ensures continued access to critical network services, software support, hardware protection, and switch system monitoring. Total expenditure of $69,361.19; funds are available in line AA174516-546301. *This*

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purchase meets competitive bidding requirements under NASPO Data Communications Products and Services Contract #43220000-NASPO-19ACS.
Pending Requisition/McKesson Medical Surgical Government Solutions, LLC-Marion County Fire Rescue requests approval to purchase one (1) Aqua Phase Backboard Washer. Total expenditure of $65,602.68; funds are available in lines VJ732522-564101-STC0732SG (Infrast Surtax Cap Proj Fund). *This purchase meets competitive bidding requirements under Sourcewell #041823-MML.*
Recommended Action: Motion to approve requested purchases.

7.5. Tourist Development:

7.5.1. Request Approval of Tourist Development Council Request for Room Night Generating Event - Rock The Country Hosted by RTC Gallatin, LLC (Budget Impact - Neutral; expenditure of up to $50,000)

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

Description/Background: The Tourist Development Council (TDC) seeks funding approval for organizations that have festivals, events, or programs which support the TDC's mission of growing the economy and accelerating prosperity in Marion County through effective destination sales and marketing. The Room Night Generating Event Funding Program is intended to position Marion County as a must-experience destination in Florida through bringing quality events and initiatives to Marion County. This funding contract is for Rock The Country hosted by RTC Gallatin, LLC, to be held May 9-11, 2025, at Florida Agriculture Center and Horse Park. The estimated economic impact for this event is $9,161,342 and is anticipated to produce a 458% return on investment. This event was recommended for funding in the amount of $50,000 by the TDC at their regularly scheduled meeting on November 21, 2024.
Budget/Impact: Neutral; expenditure of up to $50,000. Funding from CP155552-548101.
Recommended Action: Motion to approve the Tourist Development Council funding request and authorize the Chairman and Clerk to execute the attached funding agreement.

7.5.2. Request Approval of Tourist Development Council Funding Request for the USA Swimming Futures Championships Hosted by CSF Aquatics, LLC (Budget Impact - Neutral; expenditure of $25,000)

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

Description/Background: The Tourist Development Council (TDC) seeks funding approval for organizations that have festivals, events, or programs which support the TDC's mission of growing the economy and accelerating prosperity in Marion County through effective destination sales and marketing. This funding contract is for the USA Swimming Futures Championships hosted by CSF Aquatics, LLC, to be held June 23- 26, 2025, at the Florida Aquatics Swimming and Training facility. The estimated economic impact for this event is $2,140,397 and is anticipated to produce a 121% return on investment. The funding program promotes tourism in the State and Florida and a primary purpose of this event is to attract tourists. This

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event was recommended for funding in the amount of $25,000, by the TDC at their regularly scheduled meeting on February 27, 2025.
Budget/Impact: Neutral; expenditure of $25,000. Funding from CP155552-548101.
Recommended Action: Motion to approve the Tourist Development Council funding request and authorize the Chairman and Clerk to execute attached funding agreement.

7.5.3. Request Approval of Tourist Development Council Funding Request for CSF Aquatics, LLC for the USA Swimming Speedo Sectionals for 2025 and 2026 (Budget Impact - Neutral; expenditure of $50,000 total, $25,000 per year)
The Board accepted the following recommendation as presented by Tourist Development Director Shaffer:

Description/Background: The Tourist Development Council (TDC) seeks funding approval for organizations that have festivals, events, or programs which support the TDC's mission of growing the economy and accelerating prosperity in Marion County through effective destination sales and marketing. This funding contract is for the USA Swimming Speedo Sectionals hosted by CSF Aquatics, LLC, to be held June 26-29, 2025 and May 21-24, 2026 at the Florida Aquatics Swimming and Training facility. The estimated economic impact for this event is $2,266,824 and is anticipated to produce a 120% return on investment. This event was initially recommended for funding by the TDC at their regularly scheduled meeting on January 25, 2024 and a subsequent recommendation for funding was made by the TDC on February 27, 2025 for a change of date for the 2025 event year. The TDC recommends funding this event for 2025 and 2026.
USA Swimming Speedo Sectionals $25,000 per event year
Budget/Impact: Neutral; expenditure of $25,000 per event year. Funding from CP155552-548101.
Recommended Action: Motion to approve the Tourist Development Council funding request, make findings that the event has as one of its main purposes the attraction of tourists and that the funding program promotes tourism in the State of Florida, and authorize the Chair and Clerk to execute attached funding agreement.

7.6. Transportation - County Engineer:
7.6.1. Request Approval of Proposed 2025-26 to 2029-30 Stormwater Implementation Program and Associated Resolution (Budget Impact - None)
The Board accepted the following recommendation to adopt Resolution 25-R-116 as presented by County Engineer Steven Cohoon, OCE:

Description/Background: The Stormwater Implementation Program (SIP) is a five (5) year planning tool used to assist the Stormwater Program in meeting requirements as outlined in the County's Phase II National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Generic Permit. The Stormwater Program will implement a variety of structural and non-structural projects including public education and outreach, stormwater retrofit projects, and the watershed management program as it relates to NPDES permit requirements, Total Maximum Daily Loads (TMDLs), and flooding issues.
The SIP is revised annually and project costs and timing are updated as appropriate. The five (5) year time horizon is revised to reflect the addition of the

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new fiscal year and new projects for that year. All capital level projects from the SIP are incorporated into the County's Capital Improvement Program (CIP).

Budget/Impact: None; projects and activities listed on the attached Stormwater Implementation Program are for future years.

Recommended Action: Motion to approve and authorize the Chairman to execute the proposed 2025-26 to 2029-30 Stormwater Implementation Program and Associated Resolution.

Resolution 25-R-116 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING THE FY 2025/2026 TO 2029/2030 MARION COUNTY STORMWATER IMPLEMENTATION PROGRAM.

County Administrator Mounir Bouyounes advised of Walk-On Item (7.6.2.), noting it was a time sensitive matter.

A motion was made by Commissioner McClain, seconded by Commissioner Stone, to consider Walk-On Item 7.6.2. The motion was unanimously approved by the Board (5-0).

7.6.2. Walk-On: Request Approval of an Indemnification Agreement Between Colen Built Development, LLC and Marion County for the Proposed Calesa Township Perlino Grove Subdivision, Application Number 31832 (Budget Impact – None)

The Board considered 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% of the total 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 Calesa Township Perlino Grove. This will allow up to 21 individual building permits to be issued prior to Final Plat approval. This subdivision is located in the southwest portion of the County and contains 218 lots and eight (8) tracts on 64.29 acres with 1.81 miles of private roads.

The final plat for Calesa Township Perlino Grove Subdivision was approved by the Board on March 18, 2025.

Budget/Impact: None.

Recommended Action: Motion to approve the attached Indemnification Agreement between Colen Built Development, LLC and Marion County for the proposed Calesa Township Perlino Grove Subdivision and authorize the Chairman and Clerk to execute the same.

Mr. Bouyounes advised that the final plat for the Calesa Township was previously approved; however, this is a request to approve an Indemnification Agreement for improvements associated with the project that had not yet been completed. He stated the Developer is waiting to file the plat for the Calesa development until after this Indemnification Agreement was approved.

Chairman Bryant opened the floor to public comment.

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

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to approve the Indemnification Agreement Between Colen Built Development, LLC, and

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Marion County for the Proposed Calesa Township Perlino Grove Subdivision. The motion was unanimously approved by the Board (5- 0).

7.7. Utilities:

7.7.1. Request Approval of Water Main Extension Connection Agreement WME-082-O Between Hansraj Dwarka and Marion County Utilities (Budget Impact - Neutral; expenditure of $700)

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

Description/Background: In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner is required to connect to the public water main provided by Marion County Utilities (MCU), which will result in installing 93 feet of water main across the parcel's frontage. The owner has volunteered to extend the water line an additional 20 feet beyond their obligation to capture one (1) benefiting lot. MCU's cost of $700 is for the design fee only, as the property owner is using their own licensed underground utility contractor to complete the work for $15,588.55. The cost will be divided by two (2) parcels resulting in $7,794.28 per parcel.

Budget/Impact: Neutral; project cost is $700. Funding is from ZF448536-563102 with project code UTC000094.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Water Main Extension Connection Agreement.

7.7.2. Request Approval of Water Main Extension Connection Agreement WME-092-S Between Worldwide Alliance, LLC, and Marion County Utilities (Budget Impact - Neutral; expenditure of $45,024)

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

Description/Background: In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner is required to connect to the public water main provided by Marion County Utilities (MCU) and would be required to install the water main across both parcels' entire frontage and end the system at the farthest end of the property. The County has the necessary funding in place to use the Share methodology to remedy a change of availability within the property owner's due diligence period.

Resolution No. 21-R-381 approved by the Board on August 17, 2021, authorizes in certain circumstances, to allow MCU to enter into a Share Agreement whereby each parcel connecting to MCU system pays only their share of the project based upon MCU low bid contractor's price for the work. The water main extension, as designed, will serve a total of eight (8) parcels along the route.

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Total Project Cost	$45,023.50	$44,323.50 construction + $700
Collective Owners' Obligation	$45,023.50	
Per Parcel Cost	$5, 627.94	Eight (8) total parcels

Budget/Impact: Neutral; project cost is $45,023.50 and construction purchase order includes 10% contingency in accordance with the Procurement Manual. Funding is from ZF448536-563102 with project code UTC000094.
Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Water Main Extension Connection Agreement and authorize staff to issue the purchase order for T&C Underground under 22P-146.

7.7.3. Request Approval of Water Main Extension Connection Agreement WME-099-S Between Holiday Builders, Inc and Marion County Utilities (Budget Impact - Neutral; expenditure of $75,183)
The Board accepted the following recommendation as presented by Utilities Director Cunningham:

Description/Background: In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner is required to connect to the public water main provided by Marion County Utilities (MCU) and would be required to install the water main across the entire parcel's frontage and end the system at the farthest end of the property corner. The County has the necessary funding in place to use the Share methodology to interconnect water mains and "close a loop" which improves the system hydraulics within the neighborhood.
Resolution No. 21-R-381 approved by the Board on August 17, 2021, authorizes in certain circumstances, to allow MCU to enter into a Share Agreement whereby each parcel connecting to MCU system pays only their share of the project based upon MCU low bid contractor's price for the work. The water main extension, as designed, will serve a total of eight (8) parcels along the route.

Total Project Cost	$75,183.00	$74,483 construction + $700 design
Collective Owners' Obligation	$75,183.00	
Per Parcel Cost	$9,397.88	Eight (8) total parcels

Budget/Impact: Neutral; project cost is $75,183 and construction purchase order includes 10% contingency in accordance with the Procurement Manual. Funding is from ZF448536-563102 with project code UTC000094.
Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Water Main Extension Connection Agreement and authorize staff to issue the purchase order for T&C Underground under 22P-146.

7.7.4. Request Approval of Water Main Extension Connection Agreement WME-103-O Between Perfect Deed Homes, LLC, and Marion County Utilities (Budget Impact - Neutral; expenditure of $700)
The Board accepted the following recommendation as presented by Utilities Director Cunningham:

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Description/Background: In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner is required to connect to the public water main provided by Marion County Utilities (MCU), which will result in installing 91 feet of water main across the parcel's frontage to the end of the property. The water main extension will only serve the property owner's parcel. MCU's cost of $700 is for the design fee only, as the property owner is using their own licensed underground utility contractor (2K Property Services) to complete the work for $8,958.
Budget/Impact: Neutral; project cost is $700. Funding is from ZF448536-563102 with project code UTC000094.
Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the subject Water Main Extension Connection Agreement.

7.7.5. Request Approval of First Amendment to Marion County Water Main Extension Connection Agreement 21-SA-72-O Between D32 Invest, LLC and Marion County Utilities (Budget Impact - None)
The Board accepted the following recommendation as presented by Utilities Director Cunningham:

Description/Background: The Water Main Extension Connection Agreement 21-SA-72-O was approved during a board meeting on December 21, 2021. One of the benefitting lots in Section 2 contains a typo and a benefitting lot was omitted from the original Agreement. This Amendment corrects the benefitting parcel of 80045-0845-17 to parcel 8005-0845-17 and includes the missing benefitting lot 8005-0845- 16. The pro-rata shares have been adjusted from $5,681.38 to $4,545.10. Since the Agreements are recorded with Official Records and often used in title searches for parcel obligations, the Amendment is required to be documented in the same fashion as the original Agreement.
Budget/Impact: None.
Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the First Amendment Agreement to 21-SA-72-O.

8. COUNTY ATTORNEY: NONE

9. COUNTY ADMINISTRATOR:
9.1. Present 911 Management Department Update
The Board considered the following recommendation as presented by 911 Director Michelle Sanders:
County Administrator Mounir Bouyounes stated that he has a few updates he would like to discuss today, starting with 911 Management.
911 Management Director Michelle Sanders presented a brief PowerPoint presentation entitled, "Next Generation 911 Update". She advised that she was excited to provide an overview on the Department's progress and implementation of the Next Generation 911 Core Services. Ms. Sanders advised that 911 Management exists to ensure emergency calls are routed to the correct public safety answering point (PSAP), along with the location information, the caller's name and their telephone number. This is an upgrade to

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the traditional 911 emergency response system that incorporates modern technology such as text messages, images, video, and other data, which will be used to improve the way emergency services are provided and allow for greater precision. It builds upon and enhances our existing 911 system to better address the needs of today, especially with the rapid advancement of communication and digital technologies. This upgrade will improve the accuracy of the location information provided to the communication centers by utilizing Global Positioning System (GPS), wireless fidelity (Wi-Fi), and other technologies to pinpoint the caller's location with greater precision. There will be enhanced data sharing with the installation of an ESInet, which is an emergency services internet protocol (IP) network. This network will transport the 911 calls along with the images, videos, and other data that staff will be able to accept and experience improved interoperability. This enhancement provides a more robust standardized framework that allows different regions and jurisdictions to work together more effectively, improving interoperability between disparate 911 systems across different areas. It is designed to be more reliable by utilizing IP based infrastructure and redundant pathways to ensure that emergency calls and data can still be received even if part of the system fails. Next generation 911 uses advanced technologies to automatically re-route the 911 calls to the nearest and most appropriate PSAP based upon the caller's location. This minimizes delays and optimizes response efficiency. At this time, the circuits have been installed from the various carriers at each PSAP, and the majority of the backroom equipment has been installed at each site. The Department has on-site testing scheduled for mid-April collaborating with Lumen to make sure that it is successful. Once staff are satisfied with the testing, the migration to the InDigital network will begin in phases ensuring that 911 calls are accepted and delivered via InDigital's network. With the implementation of this new technology, there will be an increase in costs to provide 911 services in Marion County. After the phase 2 carrier migration is complete, both systems will run simultaneously to ensure that everything has migrated successfully and is functioning as expected. The Department of Management Services and the Emergency Communications Board are working together to get all 67 counties in Florida to transition to NextGen core services. In support of this effort, DMS and the Emergency Communications Board will reimburse Marion County for the first year expenses for this implementation, saving the Department $475,000.00. DMS's goal is to interconnect the regions throughout Florida and eventually the entire State. This will enable Counties to transfer their 911 traffic should the need arise for everything from evacuations to natural disasters.

Ms. Sanders advised that by allowing 911 Management to charge for providing plat review and addressing, it's helping to ensure the highest quality of 911 services are provided in Marion County. In the near future staff will bring forward a contract for BCC consideration to replace the current mapping and management information system (MIS) platforms, utilized by the Communication Centers with the Radius mapping and Eclipse analytics software offered by RapidDeploy. She opined that Geographic Information System (GIS) is not just about mapping, noting it is the foundation of accurate call routing and emergency response. Ms. Sanders noted Radius is a true next generation primary call taking map built in the cloud. This mapping platform brings together data applications and call information into a single screen to streamline the 911 workflow. Eclipse Analytics unlocks critical intelligence in real time providing on demand reporting and analytics in a single intuitive platform for 911 data. As a result, the PSAPs and stakeholders can better manage data, save time, and make informed decisions for staffing, resources, budgeting,

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funding and performance. She advised that in fiscal year (FY) 2027, staff will be looking to replace all of the 911 hardware with an equipment refresh. Ms. Sanders advised that Motorola, the manufacturer of the 911 system, recommends that the hardware be replaced every 5 to 7 years, and that will probably put the County right at the 7 year mark as recommended. She clarified that the third party mapping applications are not reliable as the County's interactive map and given the significant growth that the County seen in recent years, it is recommended to use the Marion County interactive map when possible. Ms. Sanders referred to the last slide of the presentation, which depicts the County's interactive mapping system versus Google maps. She advised that the Google map on the right shows a roadway where there is actually a canal.

In response to Mr. Bouyounes, Ms. Sanders advised that she is unsure how frequently third party local maps (i.e., Google) are updated, but with the amount of growth that has taken place in Marion County, third party mapping applications are going to lag behind.

Chairman Bryant expressed her appreciation for the update, noting she was pleased to hear of the anticipated financial savings.

9.2. Present Update on Water Line Extension Program

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

> Description/Background: An update will be provided on the Water Line Extension Program as requested during the March 18, 2025 Board meeting.
>
> Budget/Impact: None.
>
> Recommended Action: Presentation about Marion County Utilities' Water Line Extension Program.

Utilities Director Cunningham introduced Development Review Supervisor Carrie Hyde and Construction Manager Alejandro Rad as the key employees involved in the water line extension program on a daily basis. This is a program where staff interact with customers a lot, both in the field, on the phone, in the office, and they both do a tremendous job representing Marion County.

Mr. Cunningham referred to the PowerPoint presentation as shown on the overhead screen. He advised that the water industry is highly regulated, noting the County is pulling water from the Florida Aquifer, disinfecting that water, and ensuring when it gets to people's taps and into their homes that it is high quality, clean and safe drinking water. Mr. Cunningham commented on the importance of ensuring compliance with State and Federal water quality standards. He advised that by the County expanding its system (looping), it provides better water quality, is more cost effective, and ensures volume availability when fighting a fire. Mr. Cunningham stated because the MCFR Department has a very high Insurance Services Office, Inc. (ISO) rating,

it actually reduces homeowners' insurance costs due to water availability through fire hydrants.

Mr. Cunningham provided a brief overview of the water line extension process versus the short waterline program, which was an American Rescue Plan Act (ARPA) grant funded program.

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

Commissioner Bryant out at 10:07 a.m.

Mr. Cunningham provided a brief overview of the "In-house Construction Program", which utilizes Department staff to construct the project. This program is in place to make a more cost effective expansion of the water line at the homeowners' cost to connect.

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Commissioner Bryant returned at 10:10 a.m.
Chairman Zalak returned the gavel to Commissioner Bryant, who resumed the Chair.
Mr. Cunningham provided a brief overview of the progress summary for all water expansion initiatives (water main extensions, short water line extensions, etc.), noting from 2018 to present water services have been made available to 3,510 parcels; there have been 1,043 parcels connected; and 254,460 feet (48 miles) of water main construction. He provided a brief overview of the progress summary for the "In-House Construction Program" from 2018 to present, noting this program has made water available to 1,396 parcels; there have been 118 parcels connected; and 118,431 feet of water main construction.
General discussion ensued.
In response to Commissioner Zalak, Mr. Cunningham clarified that for this past year approximately 12 percent (%) (3.5 miles of pipe) of the construction projects were performed by the inhouse crew and 88% (approximately 20 miles of pipe) were performed by ARPA funding and other construction crews.
Construction Manager Alejandro Rad stated the plan is to be able to construct 10 miles this year.
Mr. Cunningham noted if there are no complications, staff can lay approximately 500 ft of pipe per day and will continue to be more productive going forward. He stated the unit price per foot is significantly cheaper than if the County had outside resources performing the work.
(ED. Note: The Deputy Clerk did not receive a copy of the PowerPoint presentation.)

9.3. Interlocal Agreement with East Central Florida Regional Planning Council
The Board considered the following recommendation as presented by County Administrator Mounir Bouyounes:

Description/Background: Currently proposed legislation (Senate Bill 1264 and House Bill 1125) would effectively strip Regional Planning Councils of their statutory authority. Language has been proposed that "Local governments may enter into agreements to create regional planning entities pursuant to chapter 163, Florida Statutes."

East Central Florida Regional Planning Council has requested each member's consideration of the attached Interlocal Agreement.

Also, attached for review are:

- Florida Regional Planning Councils: Senate Bill 1264 and House Bill 1125 Fact Sheet
- Interlocal Agreement creating The East Central Florida Regional Planning Council
- The 2023-24 East Central Florida Regional Planning Council Annual Report
- A reference page with links to Senate Bill 1264 and House Bill 1125

Budget/Impact: None.

Recommended Action: Discussion and direction from the Board.

Mr. Bouyounes advised that on March 19, 2025 he received an email from the Executive Officer of the East Central Florida Regional Planning Council (ECFRPC) along with a proposed Interlocal Agreement (ILA) to be considered by all the Counties that makeup the ECFRPC. He stated the ILA would define the makeup and membership of the Council along with the dues based on how the Council is functioning today. Mr. Bouyounes

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advised the SB 1264 and HB 1125 are proposing to delete Regional Planning Councils from that section of the Statute. He clarified that if the Bill passes, it will eliminate the State requirement for Counties to be members of a Regional Planning Council. Mr. Bouyounes noted it is his understanding that Sumter County has already responded to the ECFRPC advising that it is not interested in considering the ILA at this time. He advised that he has presented each Commissioner with a draft copy of the ILA; however, it has not been fully reviewed by the County Administration Office nor the County Attorney's Office. Mr. Bouyounes stated it is his understanding that the ECFRPC is requesting an answer today as to whether or not Marion County is interested in joining the coalition through the ILA. He noted the ECFRPC will be addressing this matter at their upcoming meeting to be held on Wednesday, April 16, 2025 and will be allowing until the end of June 2025 for the ILAs to be adopted and implemented by each of its County members.

Commissioner Curry advised that he and Commissioner McClain represent Marion County on the ECFRPC. He presented a 2 page email from Tara McCue, Executive Director of the ECFRPC, which lists the projects and activities the council have been working on in Marion County; and a 1 page handout, entitled, "ROI" (return on investment). Commissioner Curry clarified that it is his understanding that the Planning Council is not looking for a vote today, but rather information as to whether or not Marion County would be interested in executing the ILA. He advised that if the Bill does not pass, there's no decision to be made because it will continue to be the way it is now as required by State Statute. If the Bill passes, it will state that Counties are not obligated to be a member of the Council. Commissioner Curry noted the 10 Regional Councils throughout the State are trying to get positions so they can continue forward with their work on behalf of each of their regions. He advised that the ECFRPC tries to leverage the funds and grants that they receive to help local Counties with their projects. Commissioner Curry provided a brief overview of the projects and activities the council have been working on in Marion County. He stated the Cities of McIntosh and Reddick receive assistance in developing their Comprehensive Plan Amendments from the ECFRPC.

Commissioner Curry referred to the 1 page handout, entitled, "ROI", which measures the amount of Federal and State funds received by the Counties relative to the amount paid in fees/assessments during the past 5-years. He noted Marion County pays approximately $84,000.00 annually to be a member of the ECFRPC and receives $9.44 per dollar of its investment (ROI).

Mr. Bouyounes advised that based on the emails that he has been receiving, regardless of the outcome of the State efforts at this point, he believes the CEO is going to push for this ILA to be implemented. He clarified that this ILA will not bind the County to be members forever so if for some reason in the future, the Board decides it is not receiving any benefits and no longer wants to be a member of this coalition, it can withdraw.

General discussion ensued.

Chairman Bryant requested Clerk Harrell review the information handed out today and provide an analysis as it relates to the dollar amount attached to each project.

General discussion resumed.

Commissioner Zalak stated he is not interested in signing the ILA. He advised that he would rather the State, instead of mandating Counties to be a part of this, that they allowed Counties to sign an ILA that is individually agreed upon so that Counties can put their money in for ROI as they see fit, not what the Council sees fit. Commissioner Zalak expressed concern that some of the dues paid in is utilized for the ECFRPC to attend

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meetings for the Transportation Planning Organization (TPO), Public School Planning Facility, Wildlife Corridor meetings, etc. He stated these are planning councils and if they want to replace a consultant for us for our dues it would be different. For example, if the County needed a consultant to help with something in the Planning Department or a Comprehensive Plan Amendment etc., well then that's a real ROI in real dollars that the County would have to spend on a consultant.
General discussion ensued.
Commissioner McClain expressed concern with the County tying its hands with an ILA before it has to, noting if the Bill does not pass things will remain the same.
It was the general consensus of the Board to wait to consider the ILA and allow time for the Clerk to bring back more information relating to the ROI numbers presented by the ECFRPC.
(Ed. Note: The Deputy Clerk did not receive a copy of the proposed ILA.)

10. COMMITTEE ITEMS: NONE

11. NOTATION FOR ACTION:
11.1. Present Letter to Governor Ron DeSantis in Response to the Florida Department of Government Efficiency Letter to County Officials Dated March 18, 2025
The Board considered the following recommendation as presented by Administration Executive Assistant, Jennifer Clark:

> Description/Background: Presented today is a letter from Chairman Kathy Bryant to Governor Ron DeSantis dated March 24, 2025, to demonstrate Marion County's desire to comply with Executive Order 25-44 and voluntarily offer to work with Florida's Department of Government Efficiency (DOGE) team as necessary.
> Budget/Impact: None.
> Recommended Action: Motion to ratify the letter to Governor Ron Desantis in response to Florida DOGE letter to county officials dated March 18, 2025.
> Mr. Bouyounes advised the letter was revised to include a signature line for Clerk Harrell to execute.

A motion was made by Commissioner Curry, seconded by Commissioner Stone, to ratify the letter to Governor Ron Desantis in response to Florida DOGE letter to County officials dated March 18, 2025. The motion was unanimously approved by the Board (5-0).
Commissioner Zalak stated he is proud of Marion County's fiscally conservative history and if it can do anything to join the Governor's team to be even more fiscally responsible, and encourage more freedom in Marion County, it would be an awesome thing. He advised that he is glad that the Governor is leading this, and hopes that all local governments will join as well, noting it is testimony to the great State we live in.
Mr. Bouyounes advised that in the packet presented to the Board, there is also a Letter of Support for the Marion County Sexual Assault Center's Therapeutic Counseling Appropriations Request to be sent to The Honorable Alex Andrade, Chairman of the Health Care Budget Subcommittee, as well as a letter opposing SB 408 relating to Thoroughbred Permit holders to be sent to The Honorable Jennifer Bradley, Chair of the Senate Committee on Regulated Industries.
Chairman Bryant advised that there were also letters sent to several Senators and House Members regarding SB 1118 as it relates to "Extraordinary Circumstances" for implementation of Transportation Impact Fees (TIFs).

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Mr. Bouyounes advised of a Bill that is being presented to a Committee today relating to the relocation of broad broadband utilities within the County or local government rights-of-way (ROW). The way the law is written today requires that each utility is responsible for paying to relocate their utilities if it conflicts with a road project. He advised that the Bill being proposed would change the language so that the broadband facilities will become the responsibility of the local government to pay the cost of relocation even though they are in public ROW. Mr. Bouyounes clarified that the Bill will shift the cost to relocate those utilities to local governments rather than the broadband companies, noting this could have significant financial impacts on the County when dealing with ROW projects.
General discussion ensued.
Mr. Bouyounes advised that the way the law is written today if the County is widening the roadway for transportation needs, each utility in a public ROW (even County utilities), is responsible for its own cost to relocate, noting SB 818 would change that.
Chairman Bryant requested staff bring back more information regarding this matter.
General discussion resumed relating to relocating broadband utilities and the Communications Tax.
In response to Commissioner Zalak, ACA Tracy Straub advised that there is a Land Development Code (LDC) standard that describes which side of the road each utility goes on, noting that standard has not always been adhered to especially in older communities. She clarified that the County never wants water and sewer on the same side of the road in order to avoid cross-contamination.
In response to Chairman Bryant, Legislative Manager Matthew Cretul advised that SB 818 (Utility Relocation) is currently being heard in Senate Transportation today at 4:00 p.m., noting this is the last stop for this Bill. He noted it has already passed by a vote of 18-0 at its previous stop in Senate Regulated Industries. HB 703 is an identically written Bill that already passed its first stop at the House Economic Infrastructure Subcommittee.
General discussion resumed.
Chairman Bryant stated the Board would readdress this matter at this afternoons Evaluation Appraisal Report (EAR) workshop.

11.2. Request Approval to Schedule a Workshop to Discuss Utilities Capital Improvement Program on April 28, 2025, at 10:30 a.m. in the McPherson Governmental Campus Auditorium
The Board considered the following recommendation as presented by Utilities Director Cunningham:

> Description/Background: Marion County Utilities maintains a running 5-year Capital Improvement Program (CIP). Staff has been reviewing and updating the CIP based on current project needs and construction costs. This is an annual update that incorporates recent master planning for the water and sewer systems, prioritizing projects based on available revenue funding and considering long term planning and maintenance needs for the Utility. Staff would like to present the updated CIP and progress to the Board and allow for questions and comments before finalizing.
>
> The workshop is requested in the McPherson Campus Auditorium on:
>
> - Monday, April 28, 2025, at 10:30 a.m.
>
> Budget/Impact: None.

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Recommended Action: Motion to schedule a workshop to discuss the Utilities CIP on Monday, April 28, 2025, at 10:30 a.m. in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner McClain, seconded by Commissioner Stone, to schedule a workshop to discuss the Utilities CIP on Monday, April 28, 2025, at 10:30 a.m. in the McPherson Governmental Campus Auditorium. The motion was unanimously approved by the Board (5-0)

11.3. Request Approval to Schedule and Advertise a Board of County Commissioners Public Hearing to Consider a Development Agreement (25-01DA) between Marion County, Florida, and 484 Road Runner Resources, LLC., Coyote Crossing Holdings, LLC., John Alvarez Investment Group, LLC., AAW, LLC., and MGL Development, LLC., Related to the Florida Crossroads Commerce Park (North and South), Phase 2, on Tuesday, May 6, 2025, at 10:00 a.m. in the McPherson Campus Auditorium

The Board considered the following recommendation as presented by Growth Services Deputy Director Kenneth Weyrauch:

Description/Background: W. James Gooding, III, Esq., on behalf of 484 Road Runner Resources, LLC. (Developer or Owner), Coyote Crossing Holdings, LLC., John Alvarez Investment Group, LLC., AAW, LLC., and MGL Development, LLC. (Owners), has submitted a Development Agreement related to the Florida Crossroads Commerce Park (North and South) Phase 2 development regarding transportation and stormwater improvements, including, but not limited to, addressing concurrency, concurrency certification, proportionate share, and transportation impact fee credits, and establishing an expiration date.

The Florida Crossroads Commerce Park (FCCP), consisting of lands north and south of SW Hwy 484, is surrounded by the existing Marion Oaks Subdivision, a Vested Development of Regional Impact (VDRI). The FCCP has been established under a series of Planned Unit Development (PUD) approvals (Zoning Case Nos. 181103Z[P], 191107Z[P], 191110Z[P], 210806Z[P], 221110ZP), and the Developer and Owners are working with Marion County regarding the completion of area transportation network improvements related to SW Hwy 484 and the SW 49th Avenue Extension through the site and overall Marion Oaks community.

Consideration of the Agreement must take place in a series of two public hearings. The Board's first consideration for the Agreement is scheduled for April 15, 2025, at 2:00 p.m. as part of the Board's regularly scheduled Development Review Committee and Planning & Zoning Items portion of regular Agenda.

Staff recommends setting the second public hearing for consideration on Tuesday, May 6, 2025 at 10:00 a.m. to be held at the Marion County McPherson Governmental Campus in the County Commission Auditorium at 601 SE 15th Avenue, Ocala, FL 34471.

Budget/Impact: None.

Recommended Action: Motion to schedule and advertise a Board of County Commissioners Public Hearing to consider a Developer's Agreement related to the Florida Crossroads Commerce Park, Phase 2, on Tuesday, May 6, 2025, at 10:00 a.m. in the McPherson Campus Auditorium

A motion was made by Commissioner McClain, seconded by Commissioner Stone, to schedule and advertise a Public Hearing to consider a Developer's Agreement related to the Florida Crossroads Commerce Park, Phase 2, on Tuesday, May 6, 2025, at 10:00

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

11.4. Request Approval to Schedule Workshop to Discuss the Transportation Impact Fees on Tuesday, May 6, 2025, at 3:00 p.m. in the McPherson Governmental Campus Auditorium

The Board considered the following recommendation as presented by ACA Tracy Straub:

Description/Background: This is a request to schedule the second of two workshops regarding the adoption of Transportation Impact Fees. This workshop is per Florida Statue 163.31801, to allow the Board to consider "extraordinary circumstances." "Extraordinary circumstances" are necessary should the Board increase the fee by more than 50% of the current rate or increase the fee by annual increments greater than 12.5%.

The workshop is requested in the McPherson Campus Auditorium on:

- Tuesday, May 6, 2025, at 3:00 p.m.

The first of the two workshops has already been approved by the Board for April 8, 2025, at 4:00 p.m. Following both workshops, a Public Hearing is required to adopt an Ordinance that re-establishes or increases Transportation Impact Fees.

Budget/Impact: None.

Recommended Action: Motion to approve a Workshop to discuss the Transportation Impact Fees on Tuesday, May 6, 2025, at 3:00 p.m. in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner McClain, seconded by Commissioner Stone, to schedule a workshop to discuss the Transportation Impact Fees on Tuesday, May 6, 2025, at 3:00 p.m. in the McPherson Governmental Campus Auditorium. 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 Bryant opened the floor for public comment.

Sarah Edwards, Peach Tree Center, Atlanta, Georgia, appeared on behalf of the United States (US) Small Business Administration (SBA). She addressed the Board relating to the organization's Disaster Loan programs, which are available to residents of Marion County who may have been impacted by Hurricane Milton or Hurricane Helene. This is for both homeowners and renters, as well as businesses. Ms. Edwards advised that the organization offers structural disaster loans up to $500,000.00 for any home that might have been impacted physically and up to up to $2,000,000.00 for businesses that may have received structural damage. She advised that the SBA also offers property loss loans for anybody who may have lost furniture or their car. Ms. Edwards stated if the person is a renter and does not own the property, they can still take advantage of this, as well as economic injury disaster loan for anyone who owns a business and who may have lost revenue due to the storms. The loans offer no requirement for payment for one year, but there is no prepayment penalty if the loan is paid off within a year. There are also low interest loans between 2% and 5%. If anybody in the County is interested in learning more, they can visit the SBA website at www.sba.gov/disaster. She noted the SBA also

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has physical locations, in the Orlando and Daytona areas for anyone who wishes to visit in person.
Joseph Walker, SE 54th Place, Ocklawaha, presented a 5 page email he wrote to Commissioner Curry dated March 31, 2025 relating to illegal dumping.
Mr. Walker also provided an update regarding a 911 address not being placed on the main structure of a home.
Chairman Bryant advised that public comment is now closed.

13. COMMISSIONER ITEMS:
13.1. Commission Comments
Commissioner McClain expressed his appreciation to everyone who helped make Marion County Day such a big success.

Commissioner Zalak commented on a newspaper article relating to the Ocala/Marion County Visitors and Convention Bureau (VCB) funding for the Rock the Country event. He clarified that the funding to pay for first responders to be present at the event did not come from the General Fund. In fact, at the meeting before, there was a contract on the BCC Agenda relating to Marion County Fire Rescue (MCFR) and Rock the Country 2025 (RTC) for services during their concert. RTC also had to pay for law enforcement presence as well as for the services of State Troopers. He advised that the VCB estimates the event will generate about 3,500 hotel rooms or night stays, noting the County only pays RTC the 4% beds and heads tax in a return to them if they actually get those hotel room stays. Commissioner Zalak expressed concern that people have misconceptions about how this process works and hopes this will help clarify the matter.

Commissioner Curry stated he had nothing further to add.

Commissioner Stone expressed her appreciation to staff for all their hard work in making Marion County Day a success.
Commissioner Stone expressed her appreciation to Clerk Harrell, noting there are so many ways for citizens to review the County's budget, line item by line item, on the Marion County Clerk's website. She encouraged everyone that has an interest in how their Marion County tax dollars are being spent to review the data online.

Chairman Bryant echoed Commissioner Stone's remarks and encouraged citizens to go to the Clerk's website to review how tax dollars are being spent.

13.2. Commission Calendar
13.2.1. Present Commission Calendar
The Chairman acknowledged receipt of the Commission calendar covering the period of April 1, 2025 to April 17, 2025.

14. NOTATION FOR RECORD:
14.1. County Administrator Informational Items: NONE

14.2. Present Walk-On Items From Previous BCC Meeting:
14.2.1. WALK-ON: Presented on March 18, 2025, as Agenda Item 8.1. – Request Approval of the Fourth Lease Renewal Agreement Between Ellison Property

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Management, Agent for the Landlord, Ocala Springs Plaza, LC, and Marion County for the Tax Collector Office Space in the Ocala Springs Shopping Plaza
14.2.2. WALK ON: Presented on March 18, 2025, as Agenda Item 8.2. – Request Approval of a Resolution Authorizing Acquisition of Real Property Interests by Gift, Purchase, or Eminent Domain for the NW/SW 80th Ave & Hwy 40 Intersection from 1300' South of West Hwy 40 to 1600' North of West Hwy 40 Road and Drainage Improvement Project in Marion County, Florida
14.2.3. WALK ON: Presented on March 18, 2025, as Agenda Item 11.2. - Request Approval to Schedule Workshop to Discuss the Transportation Impact Fees on Tuesday, April 8, 2025, at 10:00 a.m. in the McPherson Governmental Campus Auditorium

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

14.4. Clerk of the Court:
14.4.1. Present Administrative Budget Transfer Report for FY 2024-25
14.4.2. Present Pioneer Ranch Community Development District Proposed Budget FY 2026 as required by FS 190.008
14.4.3. Present Marion Ranch Community Development District Proposed Budget FY 2026 as required by FS 190.008
14.4.4. Present Memorandum from Gregory C. Harrell, Clerk of The Circuit Court And Comptroller, Regarding The Filing Of Ordinance 25-06 With The Secretary Of State's Office
14.4.5. Present Regular Report of Utilization for Reserve for Contingencies

14.5. Present for information and record, minutes and notices received from the following committees and agencies:
14.5.1. Code Enforcement Board - February 12, 2025
14.5.2. Development Review Committee - March 3 and 10, 2025
14.5.3. License Review Board - January 14, 2025
14.5.4. Southwest Florida Water Management District (SWFWMD) - For Minutes and Agendas, Visit the Website at http://www.WaterMatters.org
14.5.5. St. Johns River Water Management District (SJRWMD) - For Minutes and Agendas, Visit the Website at https://www.sjrwmd.com
14.5.6. Transportation Planning Organization (TPO) - For Minutes and Agendas, Visit the Website at https://ocalamariontpo.org
14.5.7. Withlacoochee Regional Water Supply Authority (WRWSA) - For Minutes and Agendas, Visit the Website at http://www.wrwsa.org

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There being no further business to come before the Board, the meeting thereupon adjourned at 11:07 a.m.

_____
Chairman Bryant, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20386 **Agenda Date:** 9/3/2025 **Agenda No.:** 3.2.

SUBJECT:
April 1, 2025 B

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

April 1, 2025

CALL TO ORDER:
The Marion County Board of County Commissioners (BCC) met in a workshop session in Commission Chambers at 2:30 p.m. on Tuesday, April 1, 2025 at the Marion County Governmental Complex located in Ocala, Florida.

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

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

ROLL CALL
Upon roll call the following members were present: Chairman Kathy Bryant, District 2: Vice-Chairman Carl Zalak, III, District 4; Commissioner Craig Curry, District 1; Commissioner Matthew McClain, District 3; and Commissioner Michelle Stone, District 5. Also present were County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes, Assistant County Administrator (ACA) Tracy Straub, Growth Services Director Chuck Varadin, Deputy Growth Services Director Ken Weyrauch, County Engineer Steven Cohoon and Legislative Manager Matt Cretul.

The Deputy Clerk was in receipt of a 6 page handout entitled, “Redlines Housing Element” and a 31 page Agenda packet to follow along with the PowerPoint presentation.

UPDATE: Chairman Bryant stated there are a couple of Legislative updates from this morning’s BCC meeting.
Legislative Manager Matt Cretul advised of a letter addressed to Rules, Chair and former Senate President Kathleen Passidomo, noting that is the next stop for Senate Bill (SB) 818. He stated SB 818 is being heard today in the Senate Transportation Committee, which is chaired by Senator Jay Collins. Mr. Cretul advised that the same letter has been prepared for both, and it relays the County’s concerns relating to SB 818. He stated staff had an opportunity to speak with the City of Ocala and currently it would cost between $80,000.00 and $100,00.00 per mile to relocate utilities from where they are when performing construction. Mr. Cretul clarified the estimate applies to buried utilities, noting the cost would increase for aerial services.
Mr. Cretul advised that relating to the Communications Tax, the County takes in $2,200,000.00 annually, with $170,000.00 going into the Transportation Management Fund and the balance in the General Fund. He commented on the costs associated with moving utility infrastructure as it relates to road projects.
Mr. Bouyounes clarified that this relates to broadband utilities (fiber optic lines).
Commissioner Stone stated she has requested cost data from a local provider and will share that information when it is received.
Mr. Bouyounes noted there are many variables and this quote from the City is an average cost to install 1 mile of fiber optics. He clarified that providers typically install the new line

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and abandon the old one.
In response to Chairman Bryant, Mr. Cretul advised that he can update the body of the letter to reflect SB 818 rather than SB 808. He stated the County's lobbyist Ryan Matthews of Gray Robinson is meeting with Senator Stan McClain today relating to this Bill, noting he has corresponded with Mr. Matthews to advise that the County has significant concerns. Mr. Cretul advised that he has requested an update on how Mr. Matthews' discussion goes with Senator McClain.
Chairman Bryant questioned if there has been input from other Counties, Commissioners, or if anything about this was mentioned during the last Florida Association of Counties (FAC) Legislative update conference call.
ACA Tracy Straub stated she has not had a current conversation, but when this first rolled out the Florida Association of County Engineers and Road Superintendents (FACERS) all were comparing notes and at that time she was reserving judgement due to the strong relationship with local broadband installers. She advised that she had not heard from anyone with the same positive sentiment as Marion County.
Mr. Bouyounes stated if the Bill goes through, the Board can decide to dedicate all of the dollars to the Transportation Maintenance Fund and let them deal with the consequences of what the cost will be.
Chairman Bryant advised that this would result in a deficit of $2,000,000.00 in the General Fund. Mr. Bouyounes concurred.
In response to Commissioner Curry, Mr. Bouyounes advised that the County is not estimating any specific mileage at this time, noting staff provided an example relating to an existing project on 80th Avenue that could cost up to $1,000,000.00 to relocate the fiber lines.
Commissioner Zalak stated if the Bill passes it will be part of future road projects.
Chairman Bryant advised that it looks as if it will pass, noting the Bill has come through all of its Committees favorably and only has one stop left in the House of Representatives and one in the Senate.
Mr. Cretul read the inserted language aloud.
Commissioner Curry expressed concern relating to budget cuts at the State level resulting in additional costs at the local level.
Commissioner Stone commented on the possibility of having property taxes taken away.
In response to Chairman Bryant, Commissioner Stone opined that when the letters are being sent, they should go to the House Speaker, Senate President, as well as all Committee members.
Mr. Cretul advised that he can copy them all on the letter, as well as the Senate and House leadership.
In response to Chairman Bryant, Mr. Cretul stated the Bill is being heard today in the Transportation Committee before moving to the Rules in the Senate. He advised that on the House side it is on the House Commerce Committee but has not been on an Agenda yet. Mr. Cretul advised that the Bill passed through the Economic Infrastructure Subcommittee.

UPDATE: Mr. Bouyounes commented on the earlier discussion relating to an Interlocal Agreement (ILA) with the East Central Florida Regional Planning Council (ECFRPC). He stated the Council is expecting an answer from the Board today as to whether or not they are moving forward with the ILA. It was the general consensus of the Board not to participate in the ILA.

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Chairman Bryant stated the Board wanted to wait and see what happened, noting they also asked the Clerk to verify what they received on that information relating to the return on investment (ROI) on its dollars. She clarified that the Board is on a hold while awaiting more information.

Commissioner Curry advised that the matter was pushed out too early and the Council needed to wait and see how the Legislation proceeded. He opined that the ILA is forcing Counties into a box relating to making a decision too early. Commissioner Curry stated this will be his message when he attends the Council's April meeting.

In response to Commissioner Curry, Chairman Bryant advised that the Board wants more information and to see how this plays out in this Legislative session.

Commissioner Stone stated the Board does not need to take on the role it is witnessing in Tallahassee right now between leaderships. She opined that the Board needs to run its course appropriately, but what is happening there does not need to start happening at this level.

WORKSHOP PRESENTATION

1. Workshop to Discuss Updates to the Comprehensive Plan and Density.

Growth Services Director Chuck Varadin presented the following recommendation:

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

The workshop today is the fifth of ten workshops scheduled over a five (5) month period. During this series of workshops, the Board will focus on gaining consensus for proposed changes to the Comprehensive Plan and discuss broader topics that will help set the vision for guiding future growth and development in Marion County. Today's workshop will focus on discussing density and Planned Service Areas (PSAs). The Board will also review proposed edits (denoted as "redlines") to the Housing Element of the Comprehensive Plan.

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

Growth Services Deputy Director Ken Weyrauch provided a brief overview of today's Agenda topics. He advised that density is a tool and when it is used correctly, it has a lot of benefits for the community, developers and the entire region.

Mr. Weyrauch referred to a map as seen on the overhead screens depicting the development in Marion County from 1851 to 1980, noting these are all residential or commercially developed properties. He updated the map to show the increases in development through 1990, 2000, 2010, 2015, 2020 (yellow) and 2025 (green).

In response to Chairman Bryant, Mr. Weyrauch stated the areas in pink represent everything prior to 2015.

Mr. Weyrauch commented on the increased growth the County has experienced over the last 10 years. He referred to a chart showing a comparison of population data between Marion County and Orange County, as well as the entire State of Florida. Mr. Weyrauch stated the Bureau of Economic and Business Research (BEBR) projection for 2024 is 419,510 for the entire County, which includes individuals in the municipalities. He advised that looking forward to 2050, Marion County has already surpassed some of the BEBR low projections, noting for the Evaluation and Appraisal Report (EAR) and the

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Comprehensive Plan, staff used 587,900, the average of the medium and high estimates. Mr. Weyrauch stated there was a news article showing the Ocala Metro was number one in the top ten in percentage of growth at 4 percent (%). He advised that the County is seeing some growth it has not seen previously. Mr. Weyrauch referred to a graph relating to residential permits from 2000 to 2025. He stated the blue line represents single family units, the orange line is multifamily (3-9) units, and the pink line related to multifamily (10+) units. Mr. Weyrauch advised that the multifamily 10+ units have begun to increase in the last few years, noting many are developing or in the process of permitting.

In response to Chairman Bryant, Mr. Weyrauch advised that the data related to only the permits taken in through the County.

Mr. Weyrauch provided an overview relating to the inflow and outflow of individuals in the County, noting a net migration gain of 23,073 between 2020 and 2022. He advised that the County is now seeing a migration from coastal areas as insurance and everything else becomes more expensive.

Commissioner McClain commented on the graph depicting residential permits and questioned the big dip in single family. Mr. Weyrauch stated there was a land boom in the early 2000s prior to the great recession. Recovery began around 2013 and slowly began to rise, peaking between 2022 and 2024. He advised that the number goes down in 2025 due to the permits just being pulled for roughly 2 weeks in January.

Blair Knighting, Kimley-Horn and Associates, Inc. (KHA), Grand Bay Parkway West, Jacksonville, commented on population, noting Mr. Weyrauch discussed the topic earlier. She stated the Long Range Transportation Plan (LRTP) is also utilizing the blended medium/high population estimates. She advised that based on the 2050 population, if no additional housing is added there will be a deficit of 48,000 units. Miss Knighting stated if all entitled lands (including Developments of Regional Impact (DRI) and Florida Quality Developments (FQD) are built out at the maximum densities, there will be a surplus of 20,000 units. She advised that a figure somewhere in the middle is more appropriate as not every parcel can be developed to its maximum potential.

In response to Commissioner Curry, Ms. Knighting clarified that entitled lands include On Top of the World (OTOW), Marion Oaks, Silver Springs Shores (SSS), noting everything is currently available to be built on at their maximum potential.

Commissioner Zalak requested the total number of units relating to the build out maximum for Marion County. Ms. Knighting advised that she could provide that figure.

Mr. Weyrauch referred to a map, noting the area outlined in blue is the Urban Growth Boundary (UGB) and the lighter areas of blue represent areas with centralized water within 400 feet, with centralized sewer having a smaller footprint. He stated the gray areas represent municipalities; yellow indicates utility service boundaries for non-Marion County utilities; and the red parcels are platted lots that are currently vacant. Mr. Weyrauch advised that the roads marked red are maintained by the Florida Department of Transportation (FDOT) and the other roads are maintained by Marion County, either through Municipal Services or Marion County proper. He commented on the lack of utilities relating to the entitled, platted lots outside of the UGB. Mr. Weyrauch stated areas like Rolling Hills, Rainbow Park and Rainbow Lakes Estates (RLE) residents have 1 or 2 ways to travel east or west to employment center areas, mostly on roads the County does not maintain. He advised that if all of those lots developed today, it would put a lot of stress on roads the County has no control over. Mr. Weyrauch stated if the County did not encourage development where there is infrastructure and capacity and encouraged the entitled lots to develop as is, it would cause other issues down the road.

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Mr. Weyrauch commented on the character of Marion County, noting it is the horse farms and rural towns that should be protected. He provided an overview of density examples for 9.3 dwelling units per acre (du/ac) with a mixture of 2 and 3 unit buildings; and 15 du/ac comprised of duplexes, carriage houses, lofts and townhomes.

In response to Chairman Bryant, Mr. Weyrauch advised that the density examples are not from any projects that have been done in Marion County.

Mr. Weyrauch referred to a slide of Baldwin Park South, which is located northeast of downtown Orlando, just north of Highway 50. He stated the overall project is 1,093 acres with 3,200 du for an average of 2.9 units per acre over the entire 1,000 acres. They have 1.5 million square feet (sf) of office space, 350 sf of retail, with 7 to 8 Commercial nodes.

Mr. Weyrauch provided an overview of the layout relating to the various densities in Horizon West Lake Lartigue, which has a range of densities that are more separate and less walkable but still close to amenities. He commented on a slide depicting the layout of Horizon West Hickory Nut Lake (southwest Orange County), noting it is a bit of a denser suburban form with a range of densities blended together. Mr. Weyrauch provided examples of stacked duplexes that appear more like residential units, which can allow for up to 19 to 25 du/ac. He provided examples of stacked quadplexes.

Commissioner Curry commented on the examples from Orlando and questioned whether staff have any knowledge relating to the possible use of transfer of development rights (TDRs) programs in those developments. Mr. Weyrauch advised that staff do not know, but that could be a tool to get more density in certain areas where it makes sense. He referred to examples of the varying designs for townhomes and live/work units where the third floor is typically residential; the second floor is either residential or office space; and the first floor is retail.

Senior Planner Chris Rison, Growth Services provided an overview of the economic and transportation benefits relating to higher densities.

Ms. Knighting advised that the answer to Commissioner Zalak's earlier question is the maximum capacity available now is 87,000 units based on the land use, DRIs, etc.

In response to Chairman Bryant, Ms. Knighting advised that the 87,000 units includes all capacity, single and multi-family. She clarified that capacity does include any land uses that allow residential.

Ms. Knighting referred to a slide on the screen labeled "Survey Word Cloud", noting it contains words submitted by the public in response to the question, "When you think about the future of Marion County, what concerns you the most?" and "When you think about the future of Marion County what excites you the most?" She commented on the various responses to each of the questions.

Ms. Knighting stated there are citizens interested in more affordable housing options and also some that are interested in preserving rural areas and want more open space. She advised that the two can go together, noting the growth can occur within the UGB where there is a variety of housing types for young professionals, young people that want to get a townhome or apartment with their friends. Ms. Knighting stated it can also preserve the rural area by incentivizing the growth within the UGB or where there are already utilities like a Planned Service Area (PSA).

Ms. Knighting advised that there are currently policies for PSAs in the County's Comprehensive Plan; however, there was not much language about it, and it was more of a first step to introducing the idea. She stated the County is now taking another baby step to determine if this is a tool staff want to use relating to growth in Marion County. Ms. Knighting provided the current definition of PSA, she referred to a map on the screen

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showing utilities with a 500 foot buffer in blue and purple. She advised that outside of the UGB, SSS and Marion Oaks have utilities/infrastructure. Ms. Knighting provided examples of what is being pictured for these PSAs, including concentrated nodes and mixed-uses (vertical and horizontal). She stated PSAs are needed to provide higher densities around central areas, they direct the growth and services where it is appropriate, lowers the impacts on traffic, preserves Rural areas from sprawl, and consolidates resources. Ms. Knighting commented on the criteria for PSA siting such as utility and road access in addition to the availability of vacant and/or developable land. She advised that a lot of these areas likely have a lot of different ownership, but can possibly be combined into one if a developer comes in and buys multiple lots. Ms. Knighting commented on qualifying criteria such as sufficient population, noting areas like SSS and Marion Oaks have the residential base to support this. She stated things like connectivity, parks and recreation amenities, walkable design, large parcels not separated by major barriers are also qualifying criteria. Ms. Knighting advised that PSAs could have requirements like dimensional standards, design standards, and sidewalk standards for each individual PSA if the Board chooses. She commented on potential PSA areas based on the prerequisites and the criteria, noting based on conversations relating to growth it may be better to focus on SSS and Marion Oaks rather than the State Road (S.R.) 200 corridor.

Commissioner Curry stated during a previous conversation with Ms. Knighting he questioned if there was a development that she really liked, which was Nocatee in St. Johns. He stated there were available lands there and they put in the infrastructure, the walkability aspect, the residential, shopping, etc. He questioned if that would be considered a PSA. Ms. Knighting advised that it would not; however, it is a walkable neighborhood. She stated she believes there could be these kinds of nodes in the locations discussed as possible PSAs, noting they are big enough to support Commercial, are walkable, have enough area to support some vertical mixed-use while also having townhomes on peripheral in between the single family uses.

Commissioner Curry questioned if a town center concept is what the Board should be thinking of relating to a PSA. Ms. Knighting opined that it could be that form. She referred to a slide of Haile Plantation southwest of Gainesville, which provides an example of how the PSAs could develop. Ms. Knighting noted Marion Oaks and SSS already have the residential component around it and maybe it will develop like this kind of walkable node.

Chairman Bryant requested staff bring the slide up that shows Marion Oaks. She commented on the possibility of creating a PSA in this area, noting the Commercial aspect could provide jobs while keeping some of the traffic interior to the development. Chairman Bryant advised that the Board's role would be to set the parameters of the PSA, have that in the Comprehensive Plan and then leave it up to the private sector to do the rest.

Ms. Knighting concurred. She stated the PSAs are a tool in the County's toolbox. Ms. Knighting advised that prior to designating an area as a PSA, there should be a community meeting to engage the public, especially those individuals surrounding the area. She stated having the overarching policies in place is the first step.

Commissioner Stone questioned if that includes looking at the County's current densities per acre by increasing that for PSAs. Ms. Knighting advised that to make a PSA work, there needs to be specific densities for PSAs. There is no need to touch the land use categories, there just needs to be the policies for the PSAs designating the densities and floor area ratios (FARs).

Commissioner Stone stated some of the densities that were shared earlier in the meeting were as high as 19 to 25 du/ac, noting there is nothing in the County close to those

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numbers.
Ms. Knighting concurred. She advised that KHA wanted to provide the Board with an example relating to what these densities look like in real life.
In response to Commissioner Stone, Ms. Knighting stated she will look up the specific densities relating to Haile Plantation.
Chairman Bryant questioned if the areas identified as possible PSA locations were the only areas within the County where they could work. Ms. Knighting stated those were the only locations due to having the existing dense residential neighborhood to support a PSA, available utilities, being located along major corridors and could benefit from the internal trips. She advised that the data drove those results relating to the locations she identified. Ms. Knighting stated during community meetings there was a pin map for individuals to indicate where they think PSAs should be and a lot of the pins were placed in SSS and Marion Oaks. She noted that staff have been looking at these areas over the years and thought it made sense.
Ms. Knighting advised that staff are indicating 1.5 units per acre is the gross density for the entirety of Haile Plantation.
Commissioner Curry stated the density of the PSAs will create an additional burden on already stressed transportation infrastructure in those areas. He commented on infill projects, noting the infrastructure is already there.
Ms. Knighting opined that the designated PSA locations are infill pods. She stated they are surrounded by residential property and are mostly vacant, noting they are the perfect location for internal trip generators.
Commissioner Stone commented on the community meetings and questioned how this will be sold to the public.
Ms. Straub advised that with the utility infrastructure the County's utility is able to put in, there is more opportunity to leverage wins in SSS and Marion Oaks than it did just a few years ago.
Commissioner Stone referred to the word cloud survey results, noting individuals do not want growth, but they do want the amenities. She questioned if the Board is setting itself up for just a confrontation.
Mr. Weyrauch advised that the most attended community meeting took place at the Marion Oaks community center with more than 100 individuals present. He commented on the positive feedback from residents who wanted to see change in the area. Mr. Weyrauch referred to a breakdown of residential permits in the Marion Oaks area, including the area around Interstate 75 (I-75). He commented on the increase beginning in 2021, noting the area is taking off. Mr. Weyrauch advised that as more individuals move to the area, they want more access to things without having to drive outside of Marion Oaks. He stated Marion Oaks is platted for 28,000 residential units but has Commercial nodes throughout. It is intended for individuals to live, work, and play there especially with the greenbelts that could become a trail system in the future. Mr. Weyrauch advised that PSAs are more of a retrofit of existing communities. He stated there are other things like area plans that might come in for much larger undeveloped areas.
Commissioner Stone commented on the importance of holding a community meeting not to ask what residents want, but to help residents understand why a PSA is important for them.
Mr. Weyrauch advised that the Marion Oaks meeting went so well that staff promised to come back with a community meeting, which will occur this summer. He commented on questions relating to what they will be getting in the area in regard to the Commercial

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nodes.
Commissioner Stone stated she gets those questions from the high growth areas including the Highway 200 area, noting individuals are very precise relating to their desire for more retail. She clarified that the requests are for sit-down restaurants, not another drive-thru or fast food establishment, which are things the Board cannot necessarily control.
Mr. Weyrauch advised that is where a PSA can help, noting they are not intended to be for car-centric design, they are people-centric. He commented on the need for community input to develop the design standards and more for PSAs in that area.
Chairman Bryant stated it is worth doing more investigation and having another community meeting out there to gauge the community's interest. She commented on the importance of having adequate infrastructure to support the PSA.
Commissioner Stone addressed density opportunities, noting development will have to be allowed to go up. She reiterated the need to help the community understand why this will be beneficial. Commissioner Stone advised that the Board will have to take a strong stance relating to not allowing anything needing retail to go to residential.
Chairman Bryant stated the biggest selling point is the number of residential units in that area, noting in the last several years the residential permit numbers have skyrocketed. She opined that figuring out a way to get more Commercial interior to that area is going to change the success of the area relating to transportation infrastructure and everything else.
Commissioner Curry stated the Board has to concentrate more on higher density relating to the remaining area within the UGB. He advised that after the UGB comes the PSAs and nodes to try and develop them into walkable communities.
Commissioner Curry questioned if it is necessary to be tougher when it comes to agriculture and the Farmland Preservation Area (FPA) to ensure protection of those lands. Mr. Weyrauch advised that as density is encouraged in certain areas, with the intent of trying to take pressure off the boundaries and Rural areas so they can be preserved, the County will have to decide what to do with the Rural areas going forward.
Commissioner Stone stated she has heard the community comments relating to not becoming like Orlando and requested they not be shown examples from that area during discussions.
Ms. Knighting advised that as part of the Comprehensive Plan update KHA and staff are working on encouraging protection of the Rural lands outside of the UGB with some of their language. She stated they are not saying it is necessary to increase the densities on the existing land uses; however, they are requesting the Board consider what they want for PSAs in terms of density.
In response to Ms. Knighting, Chairman Bryant advised that if an applicant comes in with an application, has the appropriate land use, and their project makes sense, the Board already has that in the Comprehensive Plan.
Ms. Knighting stated she is trying to keep that momentum, noting additional housing is needed for 2050.
Commissioner McClain addressed the word cloud data, noting the word growth appears relating to both questions. He opined that individuals realize that growth is a good thing for a community but do not like the impacts on traffic. Commissioner McClain advised that just like the FPA, the UGB is an asset, and it needs to be utilized as such. He stated anytime the Board can work with PSAs, particularly in the UGB, he sees it as a benefit.
Commissioner McClain addressed the Commercial aspect, noting the Commercial would

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already be there if they could. He stated the Commercial will not follow until some of the residential component is in place. Commissioner McClain advised that there will likely need to be incentives to get what the Board wants in those areas, even if it is density.
Chairman Bryant stated there appears to be interest in PSAs and requested more recommendations be brought back to the Board.
Commissioner Zalak stated he is not sure it is a bad idea, but opined that it is half-baked.
Ms. Knighting advised that the policies have to be in place prior to the details, noting she can come back with exactly what KHA is thinking in terms of policy writing and what that looks like in the Comprehensive Plan. She stated KHA can then give the Board ideas of how it is implemented.
Chairman Bryant advised that there is already a policy, it is just very minimal.
Ms. Knighting concurred, noting it is included but there is no way to utilize it as a tool.
Chairman Bryant stated she believed the Board is very interested in the concept of making PSAs a tool and would like examples of what it would look like in addition to possibly identifying other areas where it could work. She stated at the end of the day if the tool is there, the private sector will figure out whether or not it works.
Commissioner Curry requested staff expand on the comment relating to continuing to get the same thing if changes are not made.
Mr. Weyrauch advised that there is a development pattern that continues; however, individuals want to preserve the character of Marion County in certain areas (rural, farms, forests, swamps, springs, etc.). He stated if the same development patterns continue and growth comes in as projected something has to change or one of those things will win. Mr. Weyrauch advised that increasing density in certain areas where there is capacity and infrastructure, and where it is compatible with the surrounding area helps to preserve those areas on the outside.
Chairman Bryant stated this pushes density into the UGB, which the County has been focusing on. She advised that there also has to be a way to increase Commercial opportunities, so they are in an area together with the density, reducing trips on the road due to the greater number of individuals.
Commissioner Stone commented on slide 26 of the Agenda packet, which states, “Research shows that a density of at least 7 units per acre is necessary to support a small corner store”. Ms. Knighting stated she can bring back more data points that support the suggested density for PSAs and that way the Board has the specific data to back it up.
Chairman Bryant questioned what the density is in Fore Ranch or Heathbrook, noting those communities are mixed-use. Mr. Weyrauch advised that staff can get those numbers.
Chairman Bryant stated Heathbrook is a great example because there is availability to get to shopping without access to S.R. 200.
Commissioner Stone advised that an executive who testified before the Board a couple of years ago when relocating to the area stated the company only approved that corporate housing for her, noting it was the only community that had the quality and met the expectations they had for their executives. She opined that it is a great example of the type of community the County needs.
Commissioner McClain commented on the Martingale development located on the Castro property, noting the County needs more of that type of development.
Commissioner Curry commented on SSS and Marion Oaks being located outside of the UGB and questioned if that may change.
Chairman Bryant stated it is her recollection that the last time there was a discussion

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about the UGB and those areas, it was decided not to incorporate them due to them being subdivisions and not DRIs. She advised that they are subdivisions of record platted back in the late 1960s and early 1970s with Commercial nodes that have developed around both.

Mr. Bouyounes concurred, noting those areas are already classified as urbanized. He stated there is no need to add them to the UGB and the PSAs in those locations are being handled in a retroactive manner. Mr. Bouyounes advised that long term within the UGB the Board needs to look at locations that are inclined to develop in the future to be a node and have higher densities outside of those 2 locations.

In response to Commissioner Stone, Mr. Bouyounes clarified that the areas would be located inside the UGB and be better suited for higher densities than other parts of the UGB.

Commissioner Stone opined that she would like to see a ring of step-down densities moving outside of the UGB.

Mr. Bouyounes stated staff are working on the step-downs based on the last discussion, noting at that time it focused on step-downs within the UGB approaching the boundaries.

Commissioner Stone clarified that the step-downs should be in place to prevent having 16 units right up to the Rural lands bordering the UGB.

In response to Commissioner Stone, Mr. Bouyounes advised that there was a very good discussion on the topic and staff are bringing back some ideas.

Commissioner Zalak expressed concern relating to reductions to parking in these elements that make it difficult for vehicles due to the design being walkable. He requested data be provided relating to these development patterns and internal capture. Commissioner Zalak requested proof that the internal capture will be worth the expense relating to building PSAs and giving higher densities. He opined that part of the process relating to density is a bit of a fallacy due to how Marion County is situated with so many subdivision lots already pre-platted by SSS, Marion Oaks and RLE. Commissioner Zalak stated by giving greater densities within the UGB, the County is saying we would rather individuals come to density inside the UGB than developing the existing density in other locations. He opined that there will not be adequate funding to build the roads needed for that, and that Marion County's growth pattern will likely still be some individuals that want to live on a lot with a well and septic tank and others who will want to be in town on water and sewer and not have a yard. Commissioner Zalak stated he does not think a lot of people will want to live inside the UGB and deal with the traffic issues relating to S.R. 200. He stated if the UGB is built-out, S.R, 200, Highways 40 and 27 will all feel the same over the next 20 or 30 years.

Chairman Bryant addressed the current availability in the County, noting this includes the UGB, RLE, Rainbow Springs, etc. She advised that according to the information provided there is a surplus of 20,000 units.

Ms. Knighting stated the 20,000 is based on building out to the maximum for each density. She opined that the 20,000 is not a realistic number, noting it does not include any new land uses the Board thinks are compatible and wants to support. Ms. Knighting advised that the data is a tool to show what is happening, noting the permit data is helpful in showing trends in different areas. She stated the idea today is for the Board to decide if they like the idea of PSAs and want to use it as a tool. Ms. Knighting stated staff can bring back policy language and see if it is something the Board supports.

Chairman Bryant commented on projects that were approved in the Marion Oaks area and questioned why that would not be a better spot.

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Commissioner Stone stated this just relates to the County, noting the Board does not know everything that is happening in the City of Ocala and the other municipalities.
Commissioner Curry commented on individuals requesting to increase the density on their property and questioned at what point the Board starts relying on TDRs. Ms. Knighting stated the next workshop will address TDRs. She advised that they could have conversation relating to whether TDRs should be a requirement rather than a tool.
In response to Commissioner Curry, Ms. Knighting stated the next workshop is April 21, 2025, at 2:30 p.m.
Chairman Bryant questioned the number of workshops remaining. Ms. Knighting advised that there are 5 more.
Commissioner Curry stated he will not be present for the workshop on May 1, 2025.
Mr. Bouyounes advised that the May 14, 2025, workshop is being cancelled due to 2 Commissioners not being available on that day.
In response to Mr. Bouyounes, Ms. Knighting stated she believes another workshop will be added to the schedule in July, 2025.
Chairman Bryant addressed the possibility of a topic lining up and being pulled forward at one of the next workshops so the Board could consider both at the same time.
Ms. Knighting stated the Board has the Housing Element Redlines in front of them, noting the only item they worked with staff on was Policy 1.1.4. She advised that the language was changed to better align with the actual Resolution language. Ms. Knighting stated there were changes to Policy 1.2.5 relating to State Statute requirements in regard to agricultural workers.
Commissioner Zalak commented on Goal 1 under Housing Element and questioned why the affordable housing language is included. He opined that it is fine to include the language in the section on affordable housing; however, it does not need to be in the beginning of the goals for housing in general. Ms. Knighting advised that typically State Statutes require a municipality to encourage safe, sanitary affordable housing. She stated she can double check Chapter 163 to ensure if the language is required to be included.
In response to Commissioner Zalak, Commissioners Stone and McClain expressed support for the proposed language.
Chairman Bryant advised that the language is not being added it is just being wordsmithed to make it sound better.
Ms. Knighting stated there are only a few larger Element redlines remaining to review and staff are trying to be efficient with the workshops.
In response to Chairman Bryant, Ms. Knighting advised that she is leaning towards the final workshop being the Future Land Use Element (FLUE) Redlines due to the amount of content.
Mr. Bouyounes provided an overview of the remaining workshop dates, noting staff need to ensure everything left is worked out in those workshops.
In response to Chairman Bryant, Mr. Bouyounes stated the June 23, 2025 workshop was added.
General discussion ensued relating to affordable housing.
Commissioner McClain requested clarification relating to the addition of “smart growth policies” to Policy 1.1.6 of the Housing Element. Ms. Knighting advised that from a planning perspective, there were the innovative development patterns, so staff wanted to add smart growth principles as more of an overarching goal. She stated they are typically attached to mixed-use compact development.
General discussion ensued relating to smart growth principles.

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Chairman Bryant referred to the principles of smart growth and opined that they align with everything the Board is talking about; mixed land uses, take advantage of compact design, create a range of housing opportunities and choices, create walkable neighborhoods, etc.
Commissioner McClain expressed support for the language.
In response to Chairman Bryant, Ms. Knighting stated these are principles of smart growth, not the definition.
Chairman Bryant opined that there should be something that says that in the Comprehensive Plan definitions.
In response to Chairman Bryant, Commissioner Stone commented on correspondence relating to SB 818 from Internet Service Provider (ISP) Spectrum that is expanding greatly in the community and the Rural areas. She read into the record, "After some research these are the ballpark figures I found but costs could be higher on a project by project basis. $44,000.00 underground per mile to move the utility and if it is an aerial, it is $15,000.00 per mile."
Chairman Bryant questioned if when the County is performing utility work could it be done in tandem with other utility providers to save on costs.
Mr. Bouyounes advised that the work is usually done in tandem, with the contractor performing clearing and grubbing, opening up the area, then the utility companies come in and start relocating the facilities so the roadbuilders can come in and move traffic from side to another and builds lanes. He clarified the work is done at the same time through the project construction plan, noting there is usually time allocated for utilities to be able to accomplish all the work. The only change is they are shifting that cost to the County.
In response to Chairman Bryant, Mr. Bouyounes stated the argument for the shift is probably mentioned in the text Commissioner Stone received. He advised that it is likely due to the expense the utility companies incur when they are forced to relocate utilities due to a road project. Mr. Bouyounes stated a lot of the broadband utilities are funded by the Federal Government and the State.
Commissioner McClain advised that in that Bill, the State is also taking on their obligation for the State roads.
Mr. Bouyounes stated FDOT will be spending funds to relocate those utilities.
Commissioner Stone stated there are major investments being put into communities and she believes they are trying to get broadband into some of the Rural areas. She questioned if there could be language stating the County would pay for the excavation, but the providers should pay their employees to perform the relocation work.
Commissioner McClain opined that the County should send the letter; however, it would be good to see what the rationale is for the change. He stated there may be other Bills moving along with this that address some of these other concerns. Commissioner McClain advised that per the Constitution, there has to be two-thirds majority vote of the House to shift these costs, and the State would have to declare something that is essentially extraordinary circumstances.
Chairman Bryant stated someone needs to contact FAC.
Mr. Bouyounes advised that FAC sent a Call to Action (CTA) electronic mail (email) either yesterday or today.
(The Deputy Clerk did not receive a copy of the correspondence Commissioner Stone read into the record.)
Chairman Bryant expressed appreciation towards Mr. Minter for covering the Canvassing Board duties earlier.

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There being no further business to come before the Board, the meeting thereupon adjourned at 4:09 p.m.

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Kathy Bryant, Chairman

Attest:

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Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20390 **Agenda Date:** 9/3/2025 **Agenda No.:** 3.3.

SUBJECT:
April 8, 2025 A

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

April 8, 2025

CALL TO ORDER:
The Marion County Board of County Commissioners met in a workshop session in Commission Chambers at 4:01 p.m. on Tuesday, April 8, 2025 at the Marion County Governmental Complex located in Ocala, Florida.

INTRODUCTION OF WORKSHOP BY CHAIRMAN KATHY BRYANT
Chairman Zalak advised that the workshop was scheduled this afternoon to discuss Marion County Transportation Impact Fees (TIF) and consideration of Extraordinary Circumstances.

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: Vice-Chairman Carl Zalak, III, District 4; Commissioner Craig Curry, District 1; Commissioner Matthew McClain, District 3; and Commissioner Michelle Stone, District 5. Chairman Kathy Bryant, District 2 arrived shortly after the meeting commenced. Also present were County Administrator Mounir Bouyounes, and Assistant County Administrator (ACA) Tracy Straub.

The Deputy Clerk was in receipt of a 109 page Agenda packet to follow along with the PowerPoint presentation.

WORKSHOP PRESENTATION
1. Workshop to Discuss Marion County Transportation Impact Fees and Consideration of Extraordinary Circumstances.

ACA Tracy Straub presented the following recommendation:

Description/Background: This workshop is per Florida Statute 163.31801, to allow the Board to consider “extraordinary circumstances” necessitating the need to exceed the phase-in limits associated with Transportation Impact Fees. “Extraordinary circumstances” are necessary should the Board increase fees by more than 50% of the current rate or increase fees by annual increments greater than 12.5%.

Staff with Benesch Consulting will present why “extraordinary circumstances” should be considered.

Florida Statute requires two public workshops for consideration of “extraordinary circumstances” prior to an adoption Public Hearing. This is the first of the two workshops, with the second to be held on May 6, 2025 at 3:00 p.m.

Recommended Action: For discussion.

ACA Tracy Straub advised that today’s workshop is to discuss the Marion County Transportation Impact Fee Study, specifically it is the first of two workshops relating to Extraordinary Circumstances. She introduced Nilgun Kamp from Benesch Consulting.

Nilgun Kamp, Benesch Consulting, stated the study for the TIF was last updated in 2015 and at the time they were adopted at 11 percent (%) (non-residential land uses) to 20%

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(residential land uses) of the calculated rates. She stated the purpose of this study is to reflect the most current data, noting due to the low adoption percentages the fees are exceeding the 50% limit. Ms. Kamp advised that in 2021 Florida House Bill (HB) 337 passed and placed limits on how much the fees can be increased (50% cap). She stated the increase must be phased. Ms. Kamp commented on an exception clause within the Legislation, which states if there is a study demonstrating Extraordinary Circumstances and it is discussed at two public workshops, and the increase is approved by two-thirds of the governing body then it can be more than 50% and phasing does not have to happen in the way described.

Ms. Kamp advised that the Extraordinary Circumstances are not currently defined in the Statutes and jurisdictions that utilize this clause show that they are experiencing high growth levels, high permitting, have outdated fees, increasing costs and they have a list of projects that need funding.

Commissioner Bryant arrived at 4:05 p.m.

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

Ms. Kamp stated there are several bills trying to define Extraordinary Circumstances, noting it will be pretty difficult to qualify if any of those bills pass.

Ms. Kamp advised that compared to other Florida Counties, Marion County ranks 18th in population, 17th in projected growth rate (1.1% projected growth rate for the next 10 years), 18th in absolute growth, and 15th in residential permitting. She stated residential permitting increased from roughly 360 in 2011 to over 7,000 permits in 2024.

Ms. Kamp addressed cost increases since 2015, noting the available indices estimate anywhere from 53% on the low end to a high end projection of 173%. She referred to a graph as seen on the overhead screens depicting increases in costs after the Great Recession, which became stronger after the pandemic (2021).

Ms. Kamp advised that the 2015 calculated rates were heavily discounted before adoption, noting that could have been impacted by just coming out of recession. She referred to a chart on the screen, noting the red box shows the current fees compared to updated 2025 fees. Ms. Kamp stated there are significant fee increases. She advised that if looking at the calculated rates in 2015, the County would have experienced a decrease by comparison. Ms. Kamp stated even if the fees were adopted at the 50% level at the time, the County would not see this kind of significant increases. She advised that the fees capped at 50% now, (only 50 percent higher than the current adopted rates), the County will be adopting it at a discount of 60% to 70% to 80%, depending on the fee category compared to the current cost of growth.

Ms. Kamp commented on the County's project needs, noting 36 roadway improvements were identified, totaling approximately $800,000,000.00. She stated the Long-Range Transportation Plan (LRTP) and the model, they are projecting 191 lane miles over capacity (20%). Ms. Kamp clarified that after the cost feasible plan is built there will still be a deficiency. She referred to a slide on the screen that shows roughly 336 City/County lane miles over capacity by 2045, noting to add capacity to them, the estimated cost is approximately $1,600,000,000.00. Ms. Kamp advised that currently the County estimates it will receive roughly $900,000,000.00 from the State Sales Tax and current impact fees are generating approximately $200,000,000.00 over the 20 year period (2025 through 2045). She stated there will be a shortfall of roughly $490,000,000.00 after exhausting all current revenue sources. Ms. Kamp advised that with the updated Impact Fees the Transportation revenues could increase to approximately $23,000,000.00 to $28,000,000.00 per year at the full calculated rates or roughly $9,000,000.00 to

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$11,000,000.00 at the capped rates of 50%. She stated with those projections over a 20-year period, the County would generate revenue roughly $184,000,000.00 to $578,000,000.00 based on the fee levels. Ms. Kamp advised that if the County used that additional revenue against the $490,000,000.00 cap, it is possible to fund the high end by adopting the fee at approximately 84%. She clarified that these revenue projections were based on permitting levels from 2019 through 2023; however, 2024 permitting levels recently became available and show another year of high permitting. Ms. Kamp stated Benesch prepared an alternative revenue projection based on 2020 through 2024 permitting levels to see if it can pay for the shortfall. She advised that if the last 5 years' figures continue to repeat, the County can generate up to $680,000,000.00. In that case an adoption rate of 70% to 75% would be adequate to fund the shortfall.

Ms. Kamp stated the second workshop will be held on May 6, 2025, with the adoption hearing scheduled for May 23, 2025, noting any increases would become effective 90 days after adoption.

Commissioner Stone requested clarification relating to the alternative revenue projections.

Ms. Straub advised that the Agenda was republished to include the new slide, and it is in the package materials that are online, noting it is labeled "Added; 11B".

Ms. Kamp advised that this slide shows Transportation Impact Fee revenue projections based on the permitting observed over the past 5 years, noting the low end is the entire 2020 through 2024 permitting and the high end is just 2022 through 2024. She commented on the increases in permitting and stated if that level of permitting continues, with the full rates the County can generate between $630,000,000.00 and $680,000,000.00 over the next 20 years. Ms. Kamp advised that capped rates (50%) would only generate $240,000,000.00 to $260,000,000.00 during the same time period. She stated when applied to the shortfall with the capped rate there is still a shortfall; however, the Board could make the shortfall zero by adopting the full rate at 70% to 75%.

Commissioner Zalak commented on the cost estimates for Highway 475 coming in significantly higher, as well as the possible bridge enhancements at Highway 484 and flyover enhancements. He questioned if those things have been factored into the figures being presented today.

Ms. Straub advised that the latest cost estimates are not included, but the projects themselves were included. She stated every time a bid comes in the figures will differ from what was projected, noting changes will be ongoing with permitting and other numbers.

Commissioner Zalak advised of a conversation with County Administrator Mounir Bouyounes relating to State Road (S.R.) 200. He stated there is not a lot that can be done to expand S.R. 200, and the County will have to look for alternative routes, which could become a billion dollar project.

Mr. Bouyounes advised that staff are looking at different alternatives for moving traffic around. He stated there are opportunities on the south side of town, but there are also opportunities and needs on the north side of town.

In response to Commissioner Zalak, Mr. Bouyounes advised that when looking 20 years down the road, including the 2 corridors, the County did not account for them. He stated the figures on the slide added; 11B, assumes the growth the County is seeing today will continue for the next 20 years.

Ms. Straub referred to a chart on page 10 entitled, "Table 2 Future Capacity Expansion Project Needs", noting these are only the capacity projects and they do not include all the

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other things that are envisioned in that 20-Year Plan. She stated the 20-Year Plan is reflective of what staff knows today, not what will be realized moving forward.
Mr. Bouyounes advised that the 20-Year Plan is not just comprised of capacity projects, it includes maintenance, rehabilitation, traffic improvements, etc. He advised that the Impact Fees can only be spent on the capacity projects.
Commissioner Curry questioned the impact of bonding on the overall 20-year financial outlook. Ms. Straub stated as the Office of the County Engineer (OCE), is rolling out projects, they are cognizant that the moment they bond, payments start accruing. She clarified that the County is in a position to get projects out the door with the idea that by the end of the year staff will know what they should be bonding versus (vs.) what the cash flow can continue to be used on.
County Engineer Steven Cohoon, OCE, advised that he expects to know more around the January/February time frame, noting the worst case scenario would be approximately $170,000,000.00 worth of potential bond need for the next fiscal year (FY) if the County keeps everything prioritized as it is currently. He stated the best case would be to get closer to $100,000,000.00 to $115,000,000.00, assuming bids and the way staff are trying to roll things out come in, that would help the County hit that hundred or so million dollar mark on potential bond needs.
In response to Chairman Bryant, Mr. Cohoon opined that the big ticket bids will be in by December, and in January he will come back before the Board with a Transportation Improvement Plan (TIP) revision, where staff can reallocate and reprioritize some of those projects and potentially discuss the need for bonds. He advised that there will be a financial analysis to be able to review at that time.
Ms. Straub stated there have been meetings with the Clerk of Court's Office relating to what bonding looks like, what rates could be, and what the potential interest payments or debt will be moving forward if the County takes the bond option. She advised that staff is requesting the Board set the May 6, 2025, workshop for 3:00 p.m. Ms. Straub advised that staff are looking to set the Public Hearing on May 23, 2025 beginning at 1:30 p.m., noting Bond counsel will be present. She stated the Ordinance will be drafted based on the Public Hearing discussion.
In response to Commissioner Zalak, Ms. Straub advised that staff started this project in 2023 and continued to refine its numbers, noting added slide 11B represents what staff saw relating to permitting numbers continuing to be as high as they were last year.
Commissioner Zalak commented on the process of providing citizens with great infrastructure, great roads and better travel times, noting the way to provide it for them is by trying to put Sales Tax, Impact Fees and all the other pieces together.

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There being no further business to come before the Board, the meeting thereupon adjourned at 4:22 p.m.

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Kathy Bryant, Chairman

Attest:

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Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20393 **Agenda Date:** 9/3/2025 **Agenda No.:** 3.4.

SUBJECT:
April 8, 2025 B

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

April 8, 2025

CALL TO ORDER:
The Marion County Board of County Commissioners met in a special session in Commission Chambers at 6:02 p.m. on Tuesday, April 8, 2025 at the Marion County Governmental Complex located in Ocala, Florida.

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

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

ROLL CALL
Upon roll call the following members were present: Chairman Kathy Bryant, District 2; Commissioner Craig Curry, District 1; Commissioner Matthew McClain, District 3; and Commissioner Michelle Stone, District 5; Vice-Chairman Carl Zalak, III, District 4, arrived shortly after the meeting commenced. Also present were Chief Assistant County Attorney Dana Olesky, County Administrator Mounir Bouyounes and Assistant County Administrator (ACA) Tracy Straub.

PROOF OF PUBLICATION
Deputy Clerk Mills-McAllister presented Proof of Publication Legal ad number 11137810 entitled, “Notice of Public Hearing” published in the Star Banner newspaper on March 28, 2025. The Notice states the Board will consider an Ordinance amending the Marion County LDC relating to Article 4, Division 2, Section 4.2.11 Multiple Family Dwelling (R-3) Classification.

The Deputy Clerk was in receipt of an 18 page Agenda Packet to follow along with the PowerPoint presentation.

STAFF PRESENTATION

1. PUBLIC HEARING to Consider the Proposed Marion County Land Development Code Amendments to Review and Update Section 4.2.11 Multiple Family Dwelling (R-3) Classification

Growth Services Deputy Director Ken Weyrauch presented the following recommendation:

Description/Background: Staff has attached the proposed language to update Land Development Code (LDC) Section 4.2.11 Multiple Family Dwelling (R-3) Classification to improve buffers and separation requirements adjacent to single family.

The proposed Ordinance is attached, including an underline/strike through version of the proposed code and a clean version of the proposed code. In the

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underline/strikethrough version, changes identified during the first Public Hearing are highlighted in yellow.

This is the second of two (2) Public Hearings with the Board of County Commissioners. The first Public Hearing was held on March 25, 2025 at 9:00 a.m.

Budget/Impact: None.

Recommended Action: Motion to approve the Ordinance amending the Marion County Land Development Code.

Growth Services Deputy Director Ken Weyrauch advised that this is the second public hearing for Section 4.2.11, Multiple Family Dwellings. He stated at the previous public hearing staff presented the proposed spacing of 100 feet relating to multi-family against single family homes, noting within the 100 feet the multi-family cannot be anything more than twice the height of what is adjacent or cannot be higher than what is allowed if the land is vacant. Mr. Weyrauch advised that the minimum height limitation should not be less than two stories.

David Tillman, Chairman of the LDC, SE 41st Place, commented on the proposed changes and expressed his support.

PUBLIC COMMENT

Chairman Bryant opened the floor to public comment.

Doreen Haywood, Wintergreen Way, questioned the objective to limiting the number of dogs a person can have. Chairman Bryant advised that this matter will be addressed with the next Agenda Item.

Chairman Bryant advised that public comment is now closed.

BOARD DISCUSSION AND CLOSING COMMENTS

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to adopt Ordinance 25-10 amending the Marion County Land Development Code. The motion was unanimously approved by the Board (4-0).

Resolution 25-10 is entitled:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 4, DIVISION 2, SECTION 11 MULTIPLE FAMILY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

PROOF OF PUBLICATION

Deputy Clerk Mills-McAllister presented Proof of Publication Legal ad number 11137710 entitled, “Notice of Public Hearing” published in the Star Banner newspaper on March 28, 2025. The Notice states the Board will consider the an Ordinance amending the Marion County LDC relating to Article 1, Administration, Division 2 – Definitions.

STAFF PRESENTATION

1. PUBLIC HEARING to Consider Land Development Code Amendments Related to Article 1 Administration, Division 2 - Definitions

Growth Services Deputy Director Ken Weyrauch presented the following recommendation:

Description/Background: Staff has proposed amendments to the Land

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Development Code (LDC) related to Article 1 Administration, Division 2 - Definitions. Specifically, the proposal adds definitions for Animal Related Business, Animal Related Organization, Commercial Breeder, and High-Volume Owner, as well as revises the definition of Kennel. The proposed amendments were considered in a public hearing by the Land Development Regulation Commission (LDRC) held on March 5, 2025. LDRC recommended approval of the amendments to the definitions.

The proposed amendments were then considered by the Board of County Commissioners (BOCC) in a public hearing held on March 25, 2025 at 9:00 a.m. Additional language regarding limitations on ownership is no longer being considered, as per the Board's direction during the Public Hearing of March 25, 2025.

The proposed Ordinance is attached, including an underline/strike through version of the proposed code and a clean version of the proposed code.

Budget/Impact: None.

Recommended Action:

Motion to approve the Ordinance amending the Marion County Land Development Code.

County Engineer Steven Cohoon advised that this is the second public hearing and provided an overview of the proposed changes.

Chief Assistant County Attorney Dana Olesky advised that this is the second of two public hearings, which are required for LDC regulation changes. She stated the language has been recommended by the LDRC and several workshops were held to address potential language. Ms. Oleksy advised that during the first public hearing on March 25, 2025 the Board recommended not to move forward with any of the limitations that had previously been proposed for individuals, for instance, allowing for only 4 dogs or 4 cats in residential areas, but did move forward the definitions as they were proposed. Those definitions specifically included animal related business, animal related organization, commercial breeder and high volume owner. She stated it also clarified the definition of a kennel to include the animal related business, animal related organization and commercial breeder as it already previously did, noting it extended the definition to include a high volume owner who had 30 dogs and/or cats in aggregate would be required to have a Special Use Permit (SUP).

Ms. Olesky commented on the fees and costs relating to a SUP, noting there are other fees associated with being a breeder, animal related business, or a rescue that are also under the Animal Services Ordinance.

Commissioner Curry out at 6:12 p.m.

In response to Chairman Bryant, Ms. Olesky advised that the Board decided based on the public comment that has been received and accomplishing the set goal that approval of the definitions on its own would not require a need to limit the amount of animals. She stated if there are 15 or more dogs or cats in aggregate, even as a personal owner, an animal permit is required under the Animal Ordinance that was approved in February 2025. Ms. Oleksy advised that under the proposed language 30 or more dogs or cats in aggregate would also require a SUP, which is a different process than one would go through for the Animal Services Permit. She stated without any changes to the kennel definition a rescue with four or more dogs or cats would require a SUP.

Ms. Olesky advised that the definitions were clarified in the LDC to ensure they are the same as the Ordinances.

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Commissioner Curry returned at 6:13 p.m.
Chairman Bryant clarified that the only thing new that is being proposed is the high volume owner.
Ms. Olseky stated the high volume owner (over 30 aggregate dogs or cats) would now be required to have a SUP.
Chairman Bryant advised that if the high volume language is not adopted today nothing really changes. If someone owns 15 or more pets in aggregate they will be required to get the permit. She stated this gives the County a record of high volume owners should an incident occur in the future.
In response to Chairman Bryant, Ms. Olesky advised that the Animal Ordinance approved in February requires a contingency plan be in place for a high volume owner to take care of the animals in the case of a natural disaster, death or incapacitation.
Commissioner Zalak arrived at 6:17 p.m.
Chairman Bryant questioned if a contingency plan is required for someone who has more than 15 animals but is not considered a high volume owner. Ms. Olesky advised that if someone is required to have an animal permit, even as a breeder, the contingency plan is needed.
In response to Commissioner Stone, Animal Control Manager Stephanie Owens, Marion County Animal Services (MCAS), advised that the application fee for any animal permit is $100, along with semi annual fee. The semi annual fees are based on either the number of animals owned or the amount of animals that the facility has the capacity to have. The inspection cost ranges from $41.00 to $180.00.
Commissioner Stone advised that the fee is dependent upon the volume of animals and how deep of an inspection takes place.
Chairman Bryant stated the Board is considering changing it from semiannual to annual. Ms. Owens advised that it has already been changed in the Animal Ordinance.

PUBLIC COMMENT
Chairman Bryant opened the floor to public comment.
David Tillman, Chairman of the LDC, SE 41st Place, commented on the complexity of determining the correct number of animals. He opined that it is not the people present today that are the problem, but the Board is trying to write the language to address people who are not being good neighbors. Mr. Tillman advised that the biggest outcry was relating to costs.
Chairman Bryant advised that the Board is not trying to punish or make it harder for responsible pet owners or rescue partners. She stated the intent is to have an Ordinance in place that protects everyone's rights. Chairman Bryant commented on the population growth, noting the Board is trying to create a reasonable Ordinance that makes sure the welfare of the animals is the priority, while also being fair to citizens.
Chairman Bryant opined that high volume owner language is not needed within the LDC, noting the Board has strengthened the Ordinance by requiring an owner with 15 or more animals to come in for the permit. This gives the County the opportunity to be able to keep a record of those animals and to know if something happens that there is a contingency plan in place.
In response to Commissioner Stone, Ms. Olesky advised that if high volume owner was removed from the LDC language it would still be within the animal Ordinance and would require those individuals that have 15 or more dogs or cats to apply for an animal permit. She stated the Director of Animal Services can deny, modify or revoke a permit. For

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example if an individual comes forward requesting to have 55 dogs, but their capacity to care is only for 30 dogs the amount allowed could be limited to the 30 dogs. Ms. Oleksy advised that a number of things were strengthened in the Animal Ordinance such as standards of care, inspection parameters, and strengthening the County's ability to go after the irresponsible animal owners.

Joann Kittridge, SE 57th Lane, expressed concern with the impact the changes will have on hobby breeders.

Ms. Olesky advised that if there are 4 or more dogs or cats being utilized for breeding the operation would be considered a kennel. She stated a hobby breeder is defined in the Animal Ordinance as having 3 or fewer dogs or cats, noting an animal permit is required.

Ms. Kittridge questioned if the permit would still be required if there were more than 4 intact dogs, even if they are not being bred. Chairman Bryant advised that if the animals are not being bred and are just for show it would not be considered a kennel.

Ms. Olesky clarified that breeding, boarding, raising or training for compensation or income is considered a kennel.

Commissioner Stone advised that these types of operations are self-reported, unless someone else reports it to the County. She stated the County is not sending the policy out to find them.

Ms. Oleksy stated high volume owner was previously known as a large kennel, noting this was added to the Animal Ordinance in 2019. Since that time there have been 5 applications for a large kennel license.

Chairman Bryant advised that a lot of time the County becomes aware of breeding operations is due to signs on the side of the road with "Puppy's For Sale" along with a phone number.

Ms. Olesky addressed people's capacity to care and how that number can differ between individuals. She stated since 2019 the County has strengthened what is needed to be able to pass an inspection and to obtain an animal permit.

Bryan Narehood, NE 185th Street, Citra, commented on hobby breeding and expressed concern with someone being able to turn in a breeder and receive $500.00.

Chairman Bryant clarified that a $500.00 reward has never been a part of the County Animal Ordinance.

Florence Sanstorm, NE 21st Avenue Road, expressed concern with the limit of 15 dogs allowed in the home.

Chairman Bryant clarified that a person can have more than 15 dogs, but if there are more than 15 an animal permit is required. She stated there is a $100.00 fee for the permit.

In response to Ms. Sanstorm, Ms. Owens advised that currently the inspection fee is $45.00 and the application fee is $100.00. She stated if the number of animals is below 15 the permit is no longer required.

Ms. Sanstorm questioned if the County would require a copy of her will. Chairman Bryant advised that staff only needs to know that there is a contingency plan in place.

Alexis Macaulay, SE County Road 2082, Gainesville, advised that she is present on behalf of the Masters of Fox Hounds Association (MFHA) and for the American Kennel Club (AKC). She provided a brief overview of the fox hunting operation and the number of hounds onsite, noting more information can be found on their website Mistymorninghounds.com. Ms. Macaulay requested either an exemption or special consideration if they are governed by a national organization.

Dana Moore, SE Country Road 2082, Gainesville, expressed concern relating to the permitting fees. She questioned if the Animal Services Director is the only person who

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has the power to approve the permits. Ms. Olesky advised that the Animal Services Director does have the ability to approve, revoke or amend the Animal permit, noting there is an appeal process in place to the BCC.
In response to Chairman Bryant, Ms. Owens stated in regards to the animal permit, there is a $100.00 application fee and $45.00 inspection fee for a total of $145.00 annually.
Ashley Godwin, NW 115th Avenue, commented on the different fees associated with being a breeding kennel.
Barry Berkelhammer, SE Highway 484, questioned how this will address animals that are not considered livestock, cats or dogs, such as exotics, peacocks, ducks etc. Ms. Dana advised that the proposed language only pertains to dogs and cats, but the County does have an LDC Code regarding specialty animals that does require SUPs for specialty animals.
Rachel Perez, NE 7th Street, thanked the Board and staff for holding this meeting. She expressed concern with over regulation hindering the good intentions of individuals and organizations.
In response to Chairman Bryant, Ms. Perez advised that her rescue is 95 percent (%) self funded and large fees will limit how many animals she is able to assist.
Linda Lear, NW 160th Avenue, questioned if the high volume owner was removed would someone with 30 dogs onsite be required to have a SUP. Ms. Oleksy advised that if the High volume owner is removed an individual with 30 dogs or cats would only be required to have an animal permit under the Animal Ordinance.
In response to Chairman Bryant, Ms. Olesky stated as part of the permit application the applicant is required to do the following: show proof of vaccination against rabies for every animal over three months of age; show County licenses for all of those animals; provide a written emergency plan that does include the procedures in the case of natural disaster, incapacitation or death of a permit holder; show proof of a current working relationship with a licensed veterinarian; pay all the required fees; provide a statement that they have never been found in violation of any offense of cruelty to animals; pass the inspection; and provide all of the standards of care adopted within the County's Animal Ordinance. She stated the Direct of Animal Services will review the application and provide approval or modify what is allowed.
Ms. Lear commented on an ongoing issue with a property near her home relating to the number of animals that can be onsite.
Ms. Olesky advised that based on the way the Ordinance was written previously an applicant could apply for a large kennel permit, MCAS would perform an inspection and as long as there were no concerns with capacity to care the application was approved. She stated the Ordinance has since strengthened the ability to require more standards of care and to set limits on the number of animals if the capacity to care is not available. Ms. Olesky advised that regulations were put in place in the Animal Ordinance to address some of those loopholes that came forward.
Ms. Lear stated in the 5 years that person has operated on the site there has never been a concern for capacity to care; however, the dogs have roamed loose and there have been injuries.
Chairman Bryant reiterated when the SUP was originally brought before the Board for the rescue in Morriston the Ordinance was different, noting since that time the Board has modified the Ordinance. She expressed concern with punishing the entire community as a result of one bad actor.
General discussion ensued.

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Julie Carson, Avenue H, McIntosh, questioned why these issues are not being addressed on a case by case basis instead of turning it into Ordinances and requiring permits. Chairman Bryant advised that the County was already in the process of updating the Animal Ordinance when these issues came to light.
Chairman Bryant stated the intent of the Board was to come up with reasonable expectations for everyone, noting the Ordinance has already been passed. She advised that today the Board is aligning the Ordinance with the LDC. Chairman Bryant stated her only concern is the language relating to high volume owner.
General discussion ensued.
Commissioner Stone commented on the population growth since 2019, which has caused the Board to have to review some policies to ensure this is a good community for everyone.
Sue Harrison, SW 120th Court, advised that she has lived in Marion County for 17 years and was unaware of Animal Ordinance. She expressed concern with licensing fees.
Ms. Owens advised that currently the way the Ordinance and Fee Resolution are written an intact 4 month puppy would fall under the intact animal fee. She stated staff is proposing in the Fee Resolution going forward that an owner of animal would have up until a year to pay to spay/neuter the animal and still pay the sterilized fee.
Chairman Bryant stated the issue has been identified and they are working on a resolution.
In response to Ms. Harrison, Chairman Bryant provided a brief overview of the matter being addressed tonight.
Ms. Oleksy advised that the Ordinance outlines the standard of care based on the type of owner (i.e. breeder, groomer, high volume owner, etc.).
Chairman Bryant stated the goal is to ensure someone who owns 15 or more animals has the capacity to care for those animals and a contingency plan is in place.
General discussion ensued.
Doreen Haywood, Wintergreen Way, expressed concern with the cost of the permits and what will happen to the animals if an owner cannot pay the fees.
General discussion ensued.
Connie Wagner, SW 9th Terrace, questioned if owning four breeding females would categorize her as a commercial breeder. Ms. Olesky advised that the County's definition of a commercial breeder is the breeding of four or more dogs or cats in aggregate. She stated the current kennel definition already includes that if an owner has 4 or more dogs over four months of age being bred for compensation or income, noting a SUP is also required.
In response to Ms. Wagner, Ms. Oleksy stated the number of litter is not considered, it is based on the number of dogs used for the breeding operation. She advised that a hobby breeder is 3 or less dogs and requires an animal permit, but not a SUP. Ms. Olesky stated this language has been in the LDC prior to 2010.
General discussion ensued.
In response to Chairman Bryant, Ms. Owens advised that staff would not consider an animal a breeding animal until it was of age and actively breeding. For example if an owner has three breeding females and kept 2 females of a litter as long as only 3 are actively breeding the two would be considered personal pets. With only 3 breeding dogs the operation would be considered a hobby breeder and require a hobby breeder permit through MCAS and would not require a SUP. She stated the hobby breeder permit as of now is $100.00 plus the inspection fee of $45.00, noting the owner will also be required

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to provide proof of vaccination against rabies for every animal over three months of age; show County licenses for all of those animals; provide a written emergency plan that does include the procedures in the case of natural disaster, incapacitation or death of a permit holder; show proof of a current working relationship with a licensed veterinarian; pay all the required fees; provide a statement that they have never been found in violation of any offense of cruelty to animals; pass the inspection; and provide all of the standards of care adopted within the County's Animal Ordinance.
Chairman Bryant questioned if there are 6 intact females with 3 no longer in the breeding program is the owner required to spay them. Ms. Owens stated staff would prefer that the animal be spayed, but that is not always possible. She advised that if during inspection it is determined that an animal taken out of the program is then being bred it would bump their number up to four.
Ms. Oleksy clarified that the kennel definition was enacted in the LDC in 2009 and there were changes made to the compensation or income in 2016.

There was a recess at 7:26 p.m.
The meeting reconvened at 7:32 p.m. with all members present.

Michelle Jensen, SE 55th Avenue, expressed concern on how the limitations will impact property values and the local economy. She urged the Board to consider lowering the fee costs.
Chairman Bryant advised that public comment is now closed.

BOARD DISCUSSION:
Commissioner Stone questioned when is a SUP with a fee of $1,000.00 required. Ms. Olesky advised that currently a SUP is required when any place or premises where four or more dogs or cats over four months of age are groomed, bred, raised, boarded or trained for compensation or income, which already includes what is being defined tonight as an animal related business. She stated by eliminating the high volume owner definition all the Board would be doing is reiterating those 3 entities that are already required to have a SUP today without any changes.
Commissioner Stone advised that there are a lot of requirements for a SUP, but it also provides a safeguard for the neighborhood.
Ms. Olesky stated the SUP fee covers staff's time to prepare the report, perform the inspection, take photos and make a determination as to whether or not that is the property location based on the Comprehensive Plan and LDC and whether or not it is consistent and not adverse to the public interest. The SUP goes before the Planning and Zoning Commission for review and then before the BCC. She advised that she is unaware of any other application permit fee that the County waives for any other entities under SUP. Ms. Oleksy stated as it relates to the Animal Ordinance staff did recommend the Board waive the fee for those animal rescues required to obtain an animal permit.
Chairman Bryant advised that someone with 30 dogs or cats would be considered a high volume owner.
Ms. Olesky stated the Board could decide to increase or lower that number. Currently any one below the 30 dogs or cats would be required to have an animal permit, which is approved by the Animal Services Director. Anyone with more than 30 would be required to have a SUP.
Commissioner Stone reiterated what is required in order to obtain the animal permit.

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Chairman Bryant advised that the Animal Services Director has the ability to lower the number of animals permitted based on the applicant's capacity to care.
General discussion ensued relating to consequences for not adhering to the policies.
In response to Commissioner Bryant, Ms. Oleksy advised that the Animal Services Director does have the authority to revoke an animal permit, noting the appeal process would bring the animal owner before the Board. She stated if the Board upholds the revocation it would become a Code Enforcement issue and temporary injunction could be obtained by the County through the court system to force the owner to rehome the animals.
Commissioner Zalak stated the Code Enforcement process can take a long time. He advised that he does not necessarily agree or disagree, but would like to make sure all sides are considered.
General discussion resumed.
Commissioner McClain advised that he is not in favor of removing the high volume owner language from the LDC and expressed concern with the possible loopholes this would provide. He suggested allowing an amnesty period to waive fees/reduce fees for anyone who is out of compliance.
Chairman Bryant advised that she has been on the Board since 2010 and there has only been one high volume owner case that has come before the Board. She opined that the Ordinance has been updated enough to deal with that case.
Ms. Olesky advised that regulations regarding standards of care and irresponsible animal owner in the animal permit, which allows the Board to address some of the loopholes discovered through that case.
Chairman Bryant expressed concern with punishing everyone for one bad actor.
Commissioner McClain advised that most of the legitimate rescues are operating as a 501c3 organization. He stated removing the high volume owner would not impact them because if they are an animal related organization who is operating as a 501c3 whose primary mission includes the rescue, welfare, care and adoption replacement of stray animals is still required to acquire a SUP.
In response to Commissioner Zalak, Ms. Olesky advised that removing the high volume owner language could create a loop hole for individuals who have a large number of animals. She commented on the possibility of increasing the number of animals required to trigger the need for an SUP.
Commissioner McClain opined that the fees are the issue, not the number of animals.
Commissioner Stone questioned if there is a different SUP process for animal related applications compared to non-animal related. Ms. Olesky advised that there is not.
Commissioner Zalak addressed the SUP process and fees, noting this is the process when someone wants to do something that is outside of their rights on that piece of property.
Ms. Olesky advised that some SUP applications have different fees, for example a cell tower is $2,000.00 and a mining operation is $1,000.00 with a $300.00 renewal. She stated as part of the fee Resolution the Board could determine a separate amount for kennels.
In response to Commissioner Zalak, Ms. Olesky stated the Board could set the length of the SUP.
Commissioner Zalak opined that he would rather implement an amnesty period of 12 months.

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Chairman Bryant questioned the amount of staff time required for an SUP for a high volume owner. Ms. Olesky advised that she would not anticipate anything different than when a breeding operation comes in for a kennel.
Mr. Weyrauch stated the staff time is approximately 30 to 40 man hours for each application.
General discussion ensued.
Commissioner Zalak recommended anyone who files as a high volume owner within 12 months the Board could waive their fee.
Chairman Bryant clarified that high volume owner only applies to personal use and would not include breeders.
General discussion resumed.
Commissioner Stone questioned if the Board could exempt certain entities from the high volume owner categorization due to them being part of a larger sanctioned group that requires it's own documentation. Ms. Olesky advised that the Ordinance would have to be modified. She expressed concern with relying on other agencies to perform the inspections, noting there could still be issues with the care of the animals.
Commissioner Zalak advised that the Board could waive the fees for the applications that come in over the next 12 months and after that the owner would only be responsible for the $300 renewal fee when the time comes.
Ms. Olesky advised that staff would have to bring a Resolution back before the Board at a future Board meeting addressing the amnesty, because it cannot be done tonight. She recommended it be for a date certain, for example fees waived until April 30, 2026. This will give the Board time between now and then to address overall Growth Services fees and to make a determination of what the Board wants the fees to look like for the SUP for kennels.
Commissioner Stone clarified that just because the SUP process is followed does not mean the Board is going to automatically approve the request. She reiterated that this will be a self reported process.
Chairman Bryant expressed concern with neighbors reporting each other.
Commissioner Zalak advised that this is no different than any other property that is out of compliance. He opined that discussion needs to take place to determine how the animals on the property are impacting the neighbors, noting the community has the right to know and work through the process. Commissioner Zalak advised that SUPs are evaluated on a case by case basis and Conditions can be put into place to address concerns.
In response to Chairman Bryant, Ms. Olesky advised that the animal permit process does not notify the neighbors, where as a SUP application does.
Commissioner Stone advised that in the Ordinance today an animal related business, animal related organization and commercial breeders are required to have a SUP.
Chairman Bryant stated the Ordinance is not changing. The Board is just defining these things in the LDC.
General discussion ensued.
In response to Commissioner Stone, Ms. Olesky advised that the applicant would have to meet all the requirements of an animal permit, but the Animal Services Director does not have the ability to add Conditions the way the Board can with a SUP.
A motion was made by Commissioner Curry, seconded by Commissioner McClain, to adopt Ordinance 25-11 amending the Marion County Land Development Code and to waive the $1,000.00 application fee for high volume owners until April 30, 2026.

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Ms. Olesky advised that currently staff is only allowing 10 applications per zoning cycle and questioned if an application is made prior to April 30, 2026 would it still qualify for the amnesty even if it has not been heard by the Board. Chairman Bryant stated as long as the application is submitted prior to the deadline or someone has shown their intent to apply.

Chairman Bryant clarified that the high volume owner language does not state a citizen cannot own more than 30 animals, noting this does not apply to breeders, hobby breeder, borders, or kennels.

In response to Commissioner Stone, Ms. Olesky advised that the proposed LDC language carries over the definition of high volume owner from the Animal Ordinance and states the moment someone hits 30 or more dogs and/or cats in aggregate a SUP is required.

Ms. Olesky clarified that the new regulation of the high volume owner and the amnesty that is being proposed as part of the motion does not apply to rescues, breeders, borders and groomers who are already required to get the SUP.

Chairman Bryant questioned if the Board had any interest in raising the number of animals to 35 or 40. Commissioner McClain opined that 30 is a good number.

The motion was unanimously approved by the Board.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) AMENDING ARTICLE 1, ADMINISTRATION, DIVISION 2, DEFINITIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

CLOSING COMMENTS:

Chairman Bryant advised that if the Board sees that this is becoming an issue then the Board is open to bringing this matter back for discussion at a later date.

In response to Commissioner Stone, Ms. Olesky advised that staff could work on putting together some frequently asked questions (FAQ) to post on the Growth Services and Animal Services websites to educate the public.

In response to Chairman Bryant, Ms. Oleksy advised that the motion was to approve the amnesty period to April 30, 2026, but a Resolution will also be brought back before the Board.

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There being no further business to come before the Board, the meeting thereupon adjourned at 8:13 p.m.

_____
Kathy Bryant, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20396 **Agenda Date:** 9/3/2025 **Agenda No.:** 3.5.

SUBJECT:
April 14, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

April 14, 2025

CALL TO ORDER:
The Marion County Board of County Commissioners met in regular session in Commission Chambers at 1:01 p.m. on Monday, April 14, 2025 at the Marion County Governmental Complex located in Ocala, Florida.

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

9:00 AM ROLL CALL:
Upon roll call the following members were present: Chairman Kathy Bryant, District 2; Vice-Chairman Carl Zalak, III, District 4; Commissioner Craig Curry, District 1; Commissioner Matthew McClain, District 3; and Commissioner Michelle Stone, District 5.

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

1. PLANNING & ZONING AND DRC WAIVER REQUESTS - REQUEST PROOF OF PUBLICATION (AT 9:00 AM):
County Attorney Matthew G. Minter provided a brief overview of the process for today's zoning and Special Use Permit (SUP) hearings.
Mr. Minter requested that everyone who will be testifying today to please stand and be sworn in en masse.
Deputy Clerk Lewter presented proof of publication of Legal ad No. 11161969 entitled, "Notice of Intention to Consider Adoption of an Ordinance" published in the Star Banner newspaper on March 31, 2025. The Notice stated the Board will consider adopting an Ordinance approving Comprehensive Plan Amendments, zoning changes and Special Use Permits.

1.1. Planning and Zoning Consent Items:
Growth Services Director Chuck Varadin advised that the five (5) petitions listed on the Consent Agenda is recommended for approval by both the Planning Division and the P&Z Commission.

P&Z PUBLIC HEARING ON MARCH 31, 2025

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

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

The Motion passed 7-0

Chairman Bryant requested Agenda Item 1.1.5 be pulled from consent for discussion.
Chairman Bryant opened the floor to public comment.

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In response to Chairman Bryant, Mr. Varadin advised that Agenda Item 1.1.1 is a request to go from Multiple-Family Dwelling (R-3) to Light Industrial (M-1) to allow for lumber manufacturing onsite, noting it will be an extension to the adjacent property.
Commissioner Zalak questioned if staff is sure that this will be what the property is utilized for. Mr. Varadin advised that this is a straight zoning change; therefore, staff cannot be 100 percent (%) sure. He stated the intent expressed by the applicant was for the lumber manufacturing.
Toby Stults, SE 7th Avenue, on behalf of the applicant, provided a brief overview of the operation that will take place onsite. He stated the applicant owns the adjacent property and the intent is to make this property the same use. Mr. Stults advised that the property will be used to expand the current operation in the future.
Chairman Bryant advised that public comment is now closed.
A motion was made by Commissioner Stone, seconded by Commissioner Curry, to approve Consent Agenda items 1.1.1 through 1.1.4, agreeing with Growth Services Department staff and the P&Z Commission recommendations, based on findings that the proposed uses are compatible with the surrounding land uses, are consistent with the Comprehensive Plan and will not adversely affect the public interest. The motion was unanimously approved by the Board (5-0).
The motion approved the Consent Agenda items as follows:

1.1.1. 250401ZC - BamCore-Florida LLC, Zoning Change from Multiple-Family Dwelling (R-3) to Light Industrial (M-1), 2.77 Acres Parcel, Parcel Account Number 9030-0727-01, No Address Assigned
The Board granted a petition by BamCore-Florida, LLC, for a zoning change, Articles 2 and 4, of the Marion County Land Development Code, from Multiple-Family Dwelling (R-3) to Light Industrial (M-1), for all permitted uses, on an approximate 2.77 Acre Parcel, on Parcel Account Number 9030-0727-01, No Address Assigned

1.1.2. 250403ZC - Java Homes Investment, LLC, Zoning Change from Regional Business (B-4) to Rural Residential (RR-1), 0.23 Acre Parcel, Parcel Account Number 2003-098-013, Site Address 15460 SW 41st Street Road, Ocala, FL 34481
The Board granted a petition by Java Homes Investment, for a zoning change, Articles 2 and 4, of the Marion County Land Development Code, from Regional Business (B-4) to Rural Residential (RR-1), for all permitted uses, on an approximate 0.23 Acre Parcel, on Parcel Account Number 2003-098-013, Site Address 15460 SW 41st Street Road, Ocala, FL 34481

1.1.3. 250404ZC - WD Holt, LLC, and Natcho Properties, LLC, Zoning Change from Rural Commercial (RC-1) to Regional Business (B-4), ±2.05 Portion of a ±19.19 Acre Parcel, Parcel Account Number 41504-000-00, Site Address 1950 SE Highway 484, Belleview, FL 34420
The Board granted a petition by WD Holt, LLC and Natcho Properties, LLC for a zoning change, Articles 2 and 4, of the Marion County Land Development Code, from Rural Commercial (RC-1) to Regional Business (B-4), for all permitted uses, on an approximate ±2.05 Acre Portion of a ±19.19 Acre Parcel, on Parcel Account Number 41504-000-00, Site Address 1950 SE Highway 484, Belleview, FL 34420

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1.1.4. 250405SU - WD Holt, LLC, and Natcho Properties, LLC, Special Use Permit to Allow Outdoor Storage of Plumbing Pipe in a Regional Business (B-4) Zone, ±2.05 Portion of a ±19.19 Acre Parcel, Parcel Account Number 41504-000-00, Site Address 1950 SE Highway 484, Belleview, FL 34420

The Board adopted Resolution 25-R-117 granting a petition by WD Holt, LLC and Natcho Properties, LLC for a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code, to allow for outdoor storage, in a Regional Business (B-4) zone, on an approximate 19.19 Acre Parcel, on Parcel Account Number 41504-000-00, Site Address 1950 SE Highway 484, Belleview, FL 34420

Resolution 25-R-117 contains the following Conditions:

1. A 6' opaque fence shall be installed consistent with the conceptual plan provided and buffering the western property from view of the rear parking area as well as the pipe storage area.
2. A photometric plan shall be provided during the Development Review Phase if additional lighting is proposed to be added to the site.
3. This site shall be developed consistent with the proposed conceptual plan.
4. The designated area for materials storage shall not exceed 50 ' x 25'.
5. Additional impervious area will require a site plan review.
6. This special use permit shall run with Natcho Properties, LLC. and not the property.

Chairman Bryant advised that Agenda Item 1.2.1 and 1.2.2 were continued at the P&Z Commission meeting; therefore, they will not be addressed today.

1.1.5. 250407ZP - Southeast 73rd Avenue, LLC, Zoning Change from Planned Unit Development to Planned Unit Development to Amend the Existing Planned Unit Development to Eliminate Required Vegetative Buffering and Replace with Only 6’ High Privacy Fences, Add One Additional Lot to the Planned Unit Development for a Total of 159 Units, and Modify Location and Type of Amenities, 39.94 Acre Parcel, Parcel Account Number 48347-000-00, Site Address 16205 SE 73rd Avenue, Summerfield, FL 34491

The Board considered a petition by Southeast 73rd Avenue, LLC, for a zoning change, Articles 2 and 4, of the Marion County Land Development Code, to amend the existing Planned Unit Development (PUD 220919ZP) to eliminate vegetative buffering and replace with only 6ft high privacy fences along the north, south, and east boundaries, modify amenities, and include one additional lot for a maximum proposed total of 159 lots, on an approximate 39.94 Acre Parcel, on Parcel Account Number 48347-000-00, Site Address 16205 SE 73rd Avenue, Summerfield, FL 34491

Deputy Director Ken Weyrauch, Growth Services, provided a brief overview of the PUD amendment request. He advised that staff is recommending the applicant follow the buffer requirement in the Land Development Code (LDC), which is a Type C buffer along the north and east boundaries; a Type E along the southern boundary and a Type C along the right-of-way (ROW).

In response to Chairman Bryant, Mr. Weyrauch advised that a Type C buffer is a 15 foot wide buffer with 2 shade trees, 3 ornamental trees, shrubs and ground cover. A Type E has a 5 foot wide buffer with 4 shade trees, no ornamentals trees and shrubs. He stated neither buffer requires a wall.

Mr. Weyrauch stated the applicant is also requesting to increase the number of residential units from 158 to 159. He advised that the final change request is to move/change the

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amenities. Previously, the Board approved a dog park, community walking trail, playground and a clubhouse. Now the applicant is proposing 4 pickleball courts, a picnic table, a small area for outside recreation and a playground.
It was noted that Growth Services Department staff and the P&Z Commission recommends approval of the PUD modification with the following Conditions:

1. The PUD shall consist of a total of 39.94 acres with a maximum of 159 residential homes and accompanying accessory amenities consistent with the Marion County Land Development Code, the PUD Application, and PUD Concept Plan (Dated 01/24/2025; attached).
2. Residential building heights shall be limited to 40' in height, consistent with residential uses within the LDC. Accessory structures shall be limited to 20' in height.
3. Buffers shall be provided as approved 220919ZP and consistent with the LDC.
4. All project-wide walls, fences, and buffers, including all vegetative plantings, shall be installed and maintained in perpetuity consistent with professionally accepted landscape practices, unless & until modified through the appropriate Land Development Code PUD Amendment Process.
5. The PUD shall provide at least 20% Open Space, consistent with the LDC.
6. Amenities shall include four pickleball courts, a playground, a picnic table, and small areas for outside recreation, as shown in the PUD Concept Plan (Dated 01/24/2025; attached).
7. Prior to completion and approval of the final PUD Master Plan, an updated Traffic Study reflecting the revised buildout date shall be completed to the satisfaction of the County Engineer and Growth Services director. The updated Traffic Study shall determine any changes to the previously identified proportionate share for intersection improvements on CR 42 at SE 73rd Avenue. The proportionate share requirements shall be satisfied prior to approval of the Final Plat.
8. The location of the northern and southern driveways shall be revised as needed to meet the satisfaction of the Office of the County Engineer. One of the two driveways may need to be converted to emergency access only as determined by the Office of the County Engineer. The need for turn lane(s) at one or both driveways shall be determined by the updated traffic study.
9. A 25-foot-wide right-of-way shall be provided along SE 73rd Avenue. A sidewalk or multimodal path shall be developed along SE 73rd Ave, in accordance with the LDC. Sidewalk shall be provided on at least one side of internal roads.
10. (Not Used) ~~An Offsite Improvement Plan shall be submitted, detailing the construction of the proportionate share turn lane, a right-turn lane at the southern driveway, and any other improvements deemed necessary based on the updated Traffic Study~~.
11. The project shall be served by Marion County Utilities for central water services and central sewer services. The offsite water and sewer mains shall be extended and at developer's expense.
12. The final PUD Master Plan shall require approval by the Marion County Board of County Commissioners, including being duly noticed and

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advertised consistent with the Land Development Codes notice provisions at the applicant's expense.

Matt Fabian, SE 20th Street, applicant, advised that he plans to save enough trees onsite to meet the required tree mitigation, noting the buffer along SE 73rd Avenue will be enhanced. He stated there will be a 6 foot vinyl fence on the eastern boundary east of the Drainage Retention Area (DRA). Mr. Fabian advised that the neighboring properties all have large trees similar to what is encountered at Deer Path North Phase 2.

Mr. Fabian stated he met with staff and the County Engineer regrading the updated traffic study, noting the County Engineer was not concerned with an updated traffic study for one additional lot. He stated staff also indicated that they were not concerned with needing an updated study if the buildout was within a year or two of the original study. The original traffic study was through 2027 and the plan is to compete this project within the allowed timeframe. Mr. Fabian advised that based on the traffic study a turn lane on SE 73rd Avenue has been included in the improvement plan. Also required is a southbound left turn at Highway 42 and SE 73rd Avenue. He stated the proportionate share is 45%. Mr. Fabian advised that the County Engineer has requested they explore moving forward with building the intersection and turn lane; therefore, he is in the process of getting proposals to determine the cost. He stated he is willing to either enter into a Developer's Agreement before the final plat is recorded for the proportionate share or begin construction on the southbound left turn lane to ensure that is completed.

Mr. Fabian commented on Condition 8, which requires 2 full accesses on SE 73rd Avenue. He stated he has met with the County Engineer who is comfortable with the two accesses currently being proposed; therefore, he is requesting Condition 8 be removed. Mr. Fabian advised that he has agreed to the 25 foot ROW in Condition 9, but a DRC waiver has already been received for fee in lieu of for the sidewalks. He addressed Condition 11, noting there is no off site sewer on this project.

In response to Chairman Bryant, Mr. Fabian reiterated that a DRC waiver was approved for the fee in lieu of for the sidewalks.

Mr. Bouyounes stated the fee in lieu of payment will come before the BCC for approval.

Chairman Bryant questioned if there will ever be a need for sidewalks along SE 73rd Avenue. David Tillman, Tillman & Associates, LLC, SE 16th Avenue, stated the purpose of the fee in lieu of is for when sidewalks are needed later on, then can be constructed, noting at this time no other sidewalk would connect to this area.

Jimmy Gooding, SE 36th Avenue, suggested the following language be added to Condition 7: "If required by the County Engineer, prior to completion and approval."

Mr. Tillman opined that Condition 7 is not necessary since a traffic study was already completed and only 1 unit is being added.

Ms. Straub advised that OCE staff have indicated that an updated traffic study is not necessary.

Mr. Weyrauch stated the language can be removed.

It was the general consensus of the Board to remove Condition 7.

In response to Chairman Bryant, Mr. Tillman advised that the applicant is trying to preserve the trees where feasible. He stated there are trees on the adjacent parcels that will significantly shade anything planted, noting the survivability of the plantings will be difficult. Mr. Tillman advised that Utopia is located to the north and contains a satisfactory buffer. He stated Utopia is a rental multi-family product, which is a more intense use that what is being proposed. Mr. Tillman advised that the applicant is requesting to only be required to install a fence, noting long term maintenance will be less and the shade won't

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be an issue. He stated the applicant plans to plant more than what is required by the Type C buffer along the roadway.
In response to Chairman Bryant, Mr. Tillman stated a specific landscape plan is not put in place, but it will contain Type C plantings. He advised that there will be more mature plantings than what is initially required and the setback is greater than what is required. Mr. Tillman stated the Utopia subdivision looks like a town home product, but it is rentals.
Commissioner Zalak commented on the surrounding trees.
Mr. Tillman advised that the property to the east is slated to be multi-family for apartments with a DRA abutting the subject parcel's DRA. There will be an opaque fence between the two DRAs. He stated the applicant is attempting to save trees where it is viable.
Commissioner Zalak questioned why the applicant is not planting trees if they are not saving the existing trees. Mr. Tillman stated the applicant would like to install a fence right away, noting it is easier to maintain.
In response to Commissioner Zalak, Mr. Tillman advised that that number of trees onsite is unknown, but the applicant is meeting 100% of the mitigation requirements.
Parks and Recreation Director Jim Couillard advised that he has not had a chance to review the project or the site; therefore, it is hard to provide a decision. He stated he does appreciate what is being proposed on the west side of the property along the thoroughfare. Mr. Couillard advised that as far as plants growing in the shade, the County does have species that do grow in shade quite well that can be used. He stated staff can work with the applicant if that is if that's the direction.
Mr. Weyrauch advised that staff is concerned with the lack of vegetation, noting there are a lot of unknowns.
Commissioner Zalak stated the developer should be required to bring a plan before the Board outlining the amount of trees along the buffer.
General discussion ensued.
Mr. Fabian advised that he is willing to work with staff to determine the appropriate plantings.
Chairman Bryant opened the floor to public comment.
There being none, Chairman Bryant advised that public comment is now closed.
Mr. Tillman advised that the Master Plan will come before the Board for approval.
Chairman Bryant stated Condition 7 has been removed.
In response to Chairman Bryant, Ms. Straub stated the County Engineer agrees that based on what has been presented there is no need to update the traffic analysis. She stated the analysis does expires in 2027, noting if the project drags out past this date staff will be reaching back out to the applicant.
General discussion ensued relating to the Conditions.
A motion was made by Commissioner Zalak, seconded by Commissioner McClain, to adopt Resolution 25-R-118 approving the modification of the existing PUD, with Conditions 1 through 10, as amended, agreeing with Growth Services staff and the P&Z Commission, based on findings and recommendations that the proposed use will not adversely affect the public interest, is consistent with the Comprehensive Plan and is compatible with the surrounding land uses. The motion was unanimously approved by the Board (5-0).
Resolution 25-R-118 contains the following Conditions:

1. The PUD shall consist of a total of 39.94 acres with a maximum of 159 residential homes and accompanying accessory amenities consistent with

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the Marion County Land Development Code, the PUD Application, and PUD Concept Plan (Dated 01/24/2025 ; attached).

2. Residential building heights shall be limited to 40' in height, consistent with residential uses within the LDC. Accessory structures shall be limited to 20' in height.
3. Buffers may be amended per the request of Southeast 73rd Avenue, LLC, if approved by the County Landscape Architect and shall be approved by the BOCC with the Final Master Plan.
4. All project-wide walls, fences, and buffers, including all vegetative plantings, shall be installed and maintained in perpetuity consistent with professionally accepted landscape practices, unless & until modified through the appropriate Land Development Code PUD Amendment Process.
5. The PUD shall provide at least 20% Open Space, consistent with the LDC.
6. Amenities shall include four pickleball courts, a playground, a picnic table, and small areas for outside recreation, as shown in the PUD Concept Plan (Dated 01/24/2025 ; attached).
7. The location of the northern and southern driveways shall be revised as needed to meet the satisfaction of the Office of the County Engineer. One of the two driveways may need to be converted to emergency access only as determined by the Office of the County Engineer.
8. A 25-foot-wide right-of-way shall be provided along SE 73rd Avenue. Sidewalk shall be provided on at least one side of internal roads.
9. The project shall be served by Marion County Utilities for central water services and central sewer services.
10. The final PUD Master Plan shall require approval by the Marion County Board of County Commissioners, including being duly noticed and advertised consistent with the Land Development Codes notice provisions at the applicant's expense.

Chairman Byrant advised that Agenda Items 1.2.1 and 1.2.2 were continued, but anyone present who would like to provide public comment will be allowed to do so now.
Chairman Bryant opened the floor to public comment.
There being none, Chairman Bryant advised that public comment is now closed.

1.2. Planning and Zoning Items for Individual Consideration:

1.2.1. 250203ZC - Sumter Electric Cooperative, Inc., Zoning Change from General Agriculture (A-1) to Community Business (B-2), ±39.2 Acres, Parcel Account Number 41200-012-00, Site Address 12644 SW 16th Avenue (CR Hwy 475A), Ocala, FL 34473 (No Action - Continued by Planning and Zoning Commission to their May 28, 2025 Meeting)

The petition by Sumter Electric Cooperative Inc., for a zoning change, Articles 2 and 4, of the Marion County Land Development Code, from General Agriculture (A-1) to Community Business (B-2), for all permitted uses, on an approximate ±39.20 Acre Parcel, on Parcel Account Number 41200-012-00, Site Address 12644 SW 16th Avenue, Ocala, FL 34473 was continued by the Planning and Zoning Commission to their May 28, 2025 meeting.

1.2.2. 250204SU - Sumter Electric Cooperative, Inc., Special Use Permit to Allow for an Office, Warehouse, and Outdoor Storage in a Community Business (B-2) Zone, 79.20

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Acres, Parcel Account Numbers 41200-012-00, 41200-020-00, and 41200-020-01, Site Addresses 12644, 12830, and 12940 SW 16th Avenue, Ocala, FL 34473 (No Action - Continued by Planning and Zoning Commission to their May 28, 2025 Meeting)
The petition by Sumter Electric Cooperative Inc., for a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code, to allow an office building and warehouse facility with (outdoor) material storage, in a Community Business (B-2) zone, on an approximate 79.20 Acre Tract, on Parcel Account Numbers 41200-012-00, 41200-020-00, and 41200-020-01, Site Addresses 12644, 12830, and 12940 SW 16th Avenue, Ocala, FL 34473 was continued by the Planning and Zoning Commission to their May 28, 2025 meeting.

1.2.3. 241211ZP - Highway 27 West, LLC, c/o Todd Rudnianyn, Manager, Zoning Change from Planned Unit Development to Planned Unit Development to Amend the Existing Longleaf Park Planned Unit Development (fka Quail Preserve PUD) to Allow for the Project to Connect to the City of Ocala Utilities in Lieu of Marion County Utilities, on a 11.31 Acre Portion of an 18.98 Acre Parcel, Parcel Account Number 21602-000-00, No Address Assigned
The Board considered a petition by Highway 27 West, LLC, for a zoning change, Articles 2 and 4, of the Marion County Land Development Code, to amend the existing Planned Unit Development (PUD) to allow for the project to connect to the City of Ocala Utilities in lieu of Marion County Utilities, on an approximate 11.37 Acre Portion of an 18.98 Acre Parcel, on Parcel Account Number 21602-000-00, No Address Assigned

P&Z PUBLIC HEARING ON DECEMBER 30, 2024

241211ZP Planning and Zoning Commission Recommendation

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

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

The Motion passed 5-2 with Messrs Lord and Behar dissenting.

Senior Planner Chris Rison, Growth Services, provided a brief overview of the zoning change request to amend the existing Longleaf Park PUD. He stated staff does have concerns with the request for the applicant to connect to the City of Ocala sanitary sewer and water services, noting the County has service lines available that could service this project. Mr. Rison advised that there is a lift station for sanitary sewer the applicant has been working with the neighboring property owner trying to obtain easements, but there have been some difficulties with contact.
Utilities Director Tony Cunningham opined that the best and right thing to do is to follow the County Code, which requires the applicant to connect to the available Marion County Utilities in the area. He stated the challenge for the applicant has been making contact and obtaining an agreement with the adjacent property owner to the west for an easement, noting staff has also tried to reach out to resolve the issue and were unsuccessful so far.
In response to Commissioner Stone, Mr. Cunningham advised that he has attempted to reach the adjacent property owner by phone, but was only able to get communication through email. The email communication received was that it was still being reviewed by their attorneys.

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Jimmy Gooding, SE 36th Avenue, referred to page 321 through 323 of the Agenda packet, which contains a list of the sewer easement communication. He stated the applicant would love to connect to the County's systems, but they cannot without the easement. Mr. Gooding commented on the many attempts made to obtain the easement. He urged the Board to give the applicant a choice between the following: 1). obtain an easement at a reasonable price, if possible and connect to the County system; 2). obtain a bulk services agreement between the City of Ocala and the County; or 3) allow the applicant to connect to the City of Ocala Utilities.

In response to Commissioner Curry, Mr. Gooding advised that option 1 would be gravity fed and a lift station is not needed. Option 3 to the City is also gravity.

Commissioner Curry stated one of the County's main issues is there is one or two vacant parcels between the City limits and the subject property. He commented on the costs associated with all options.

Mr. Minter questioned if the applicant has attempted to send the form for the easement to the attorney's of the adjacent property and requested signature. Mr. Gooding stated he has not, noting the form being utilized is the regular County form.

Mr. Gooding advised that it would not be ideal if the City made them annex, noting based on his discussion with the City it was determined that the City is not doing that anymore. He stated the Comprehensive Plan requires annexation; therefore, no assurance can be given that the parcel will not be required to annex to the City.

Commissioner Curry questioned if there was anyone in the County that could help facilitate the easement. Mr. Cunningham advised that this could be escalated to the County Administrator or Commissioner in an attempt to facilitate this easement further.

Mr. Cunningham stated staff has not discussed a bulk service agreement with the City of Ocala in this particular case. He provided a brief overview of how a bulk service agreement would work.

In response to Commissioner Curry, Mr. Minter opined that it would not put the County or the project participants in any kind of jeopardy if he or the County Administrator reached out to the other property owner.

Commissioner Curry suggested allowing the County Attorney to reach out to the other party.

Mr. Gooding opined that having the County Administrator reach out to the other party would have better results.

General discussion ensued.

Chairman Bryant advised that the County Administrator or herself can draft a letter to the other party regarding the easement, noting there will be a time certain determined for a response. She stated if a response is not received then the Board can move forward.

Mr. Gooding requested the Board allow the three proposed options, with a time limit of 30 days to obtain the easement.

It was noted that Growth Services Department staff is recommending denial and the P&Z Commission recommends approval of the PUD. Should the Board decide to approve the request the following Conditions are recommended:

1. The PUD shall consist of a maximum total of 54 single-story site-built retirement age restricted detached single-family dwellings units developed consistent with the PUD Application and PUD Concept Plan and its listed development standards (Received 8/2/2021; attached).
2. All residential units shall comply with the PUD development standards, and observe a maximum principal structure height of 40 feet and 25 feet for

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accessory structures. Additionally, all residential units shall include 2-car garages.

3. Accompanying accessory amenities shall include a park space and a non-recreational use drainage retention area/open space tract along the east boundary that serves to separate the rear yards of the PUD's residential unit lots from the rear yards of the existing Quail Meadow Subdivision lots.
4. The PUD lot to be located in the southeastern corner of the PUD, adjoining Quail Meadow Subdivision Block "P" Lot 1 (PIO# 2158-016-001), shall comply with an increased size being a minimum of 70 feet wide and a minimum of 7,700 gross square feet.
5. Access for all PUD subdivision infrastructure construction and the new PUD residential dwelling units' construction shall be provided to and from W. Hwy 27 through the owner's common property located immediately to the south of the PUD site and not by or through the Quail Meadow Subdivision (Plat Book Y, Pages 89- 91) roadways. The southern construction access shall be closed and the access discontinued upon the completion of all subdivision infrastructure and the final resulting residential dwelling units; for completed homes with a satisfactory final inspection/certificate of occupancy, residents of the homes will then be eligible to begin using the Quail Meadow Subdivision roadways for access.
6. The owner/developer shall participate in and provide a portion of the funding to establish roadway traffic calming improvements and/or participate in the privatization (including potential gating) of the Quail Meadow Subdivision roadways including continuing to provide access to the completed residential units of the PUD; the owner/developer shall be responsible for funding 25% of the final costs or $44,404.25 (based on a cost estimate of $177,617 dated 11/11/21), whichever is less, with the final cost amount subject to the review and approval of the County Engineer.

Chairman Bryant opened the floor to public comment.

Luz DeJesus, NW 71st Street, President of the Quail Meadow Homeowner's Association (HOA), advised that they are not in favor of a lift station and agree with connecting to the City, noting the community is in support of the applicant.

Joseph Walker, SE 54th Place, Ocklawaha, advised that his concern relates to the maintenance of the applicant's adjacent property.

Chairman Bryant stated the discussion today is strictly related to the utility connections of the subject property.

Chairman Bryant advised that public comment is now closed.

Commissioner Zalak opined that the effort should be made to connect to Marion County Utilities and not to create any other adverse effects. He stated he is in support of allowing the County Administrator and County Attorney to attempt to resolve the easement issue with the adjacent property.

In response to Mr. Minter, Chairman Bryant stated the Board can give County staff 30 days to try to make contact and move this in the right direction.

Commissioner McClain opined that if the applicant cannot obtain the easement in 30 days then option 2 should be allowed.

Mr. Gooding stated should they be unable to work out a deal with the City for option two they would like to be able to move to option 3.

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In response to Chairman Bryant, Commissioner Stone advised that she is willing to work with the applicant as this is in her district, but if they are unable to work these matters out she is not opposed to allowing them to connect to City services.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to adopt resolution 25-R-119 approving the zoning change request with Conditions 1 through 7, as amended below, agreeing with Growth Services staff and the P&Z Commission recommendation, based on findings that the proposed use is compatible with surrounding land uses, is consistent with the Comprehensive Plan and will not adversely affect the public interest. The motion was approved by the Board by a vote of 4-1, with Commissioner Zalak dissenting.

Resolution 25-R-119 includes the following Conditions:

1. The PUD shall consist of a maximum total of 54 single-story site-built retirement age restricted detached single-family dwelling units developed consistent with the PUD Application and PUD Concept Plan and its listed development standards (Received 8/2/2021; attached).
2. All residential units shall comply with the PUD development standards and observe a maximum principal structure height of 40 feet and 25 feet for accessory structures. Additionally, all residential units shall include 2-car garages.
3. Accompanying accessory amenities shall include a park space and a non--recreational use drainage retention area/open space tract along the east boundary that serves to separate the rear yards of the PUD's residential unit lots from the rear yards of the existing Quail Meadow Subdivision lots.
4. The PUD lot to be located in the southeastern corner of the PUD, adjoining Quail Meadow Subdivision Block "P" Lot 1 (PID# 2158-016-001), shall comply with an increased size being a minimum of 70 feet wide and a minimum of 7,700 gross square feet.
5. Access for all PUD subdivision infrastructure construction and the new PUD residential dwelling units' construction shall be provided to and from W. Hwy 27 through the owner's common property located immediately to the south of the PUD site and not by or through the Quail Meadow Subdivision (Plat Book Y, Pages 89- 91) roadways. The southern construction access shall be closed and the access discontinued upon the completion of all subdivision infrastructure and the final resulting residential dwelling units; for completed homes with a satisfactory final inspection/certificate of occupancy, residents of the homes will then be eligible to begin using the Quail Meadow Subdivision roadways for access.
6. The owner/developer shall participate in and provide a portion of the funding to establish roadway traffic calming improvements and/or participate in the privatization (including potential gating) of the Quail Meadow Subdivision roadways including continuing to provide access to the completed residential units of the PUD; the owner/developer shall be responsible for funding 25% of the final costs or $44,404.25 (based on a cost estimate of $177,617 dated 11/11/21), whichever is less, with the final cost amount subject to the review and approval of the County Engineer.
7. Note #13 on the approved PUD Concept Plan for this project is deleted and replaced with the following: Water and sewer utilities shall be provided as follows:

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a. Applicant shall obtain water and sewer service from Marion County if, with the supporting assistance of the County (County Administrator, Attorney, and District Commissioner), and within thirty (30) days of the date of this approval, the Applicant can obtain an easement to connect a gravity sewer line to flow to the County's lift station, located on Tract "C" of the plat of Ocala Preserve Phase 18B, as recorded in Plat Book 15, Page 95, Public Records of Marion County, Florida; wherein the easement shall be across Tract "B" and/or NW 52nd Avenue Road on the Plat with the cost of the easement shall not exceed $10,000. This amount does not include amounts Applicant may have to pay to upgrade County's lift station to accommodate the Applicant's flow; or
b. If after the thirty (30) day period with the supporting assistance of the County (County Administrator, Attorney, and District Commissioner), the Applicant cannot obtain an easement consistent with paragraph 7.a, the Applicant may obtain water and sewer service from the City of Ocala.

1.3. Adoption of Ordinance

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

A motion was made by Commissioner McClain, seconded by Commissioner Stone, to adopt Ordinance 25-12 amending the Marion County Zoning Map pursuant to individual decisions made by the Board on each application heard in the public hearing. The motion was unanimously approved by the Board (5-0).

Ordinance 25-12 is entitled:

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

There being no further business to come before the Board, the meeting thereupon adjourned at 2:15 p.m.

_____
Kathy Bryant, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20299 **Agenda Date:** 9/3/2025 **Agenda No.:** 4.1.

SUBJECT:
Jimmy Cowan, Property Appraiser - Request to Extend 2025 Tax Roll

INITIATOR:
Jimmy H. Cowan, Jr., Property Appraiser

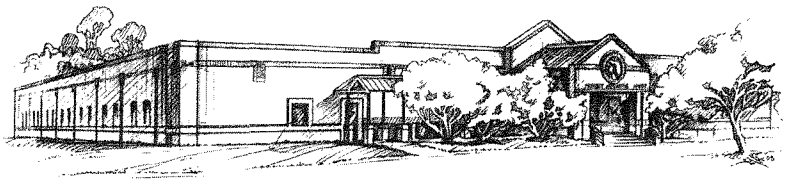
DEPARTMENT:
Marion County Property Appraiser

DESCRIPTION/BACKGROUND:
Pursuant to §197.323, Florida Statues, this agenda item seeks Board approval for the tax roll to be extended prior to the completion of the 2025 Value Adjustment Board proceedings, which ensures the tax roll can be certified to the Tax Collector without delay in the issuance of tax notices beyond November 1.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve the tax roll to be extended prior to the completion of the Value Adjustment Board proceedings.

Office of
MARION COUNTY PROPERTY APPRAISER



JIMMY H. COWAN, JR., CFA
PROPERTY APPRAISER

501 S.E. 25th AVENUE
OCALA, FLORIDA

Marion County Board of County Commissioners
Agenda Item Request

Date of Meeting: September 03, 2025

Date Submitted: August 14, 2025

To: Honorable Madam Chair and Members of the Board

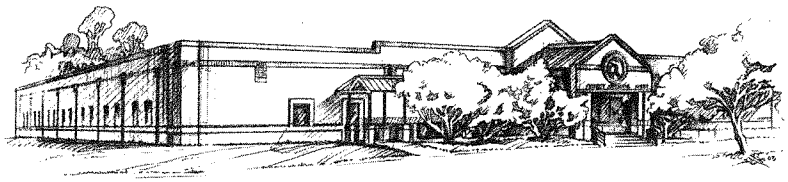
From: Jimmy H. Cowan, Jr., Marion County Property Appraiser

Subject: Extension of 2025 Tax Roll

Statement of Issue:
This agenda item seeks Board approval for the tax roll to be extended prior to the completion of the 2025 Value Adjustment Board proceedings.

Background:
Such request has been approved by the Board in previous years, which ensures the tax roll can be certified to the Tax Collector without a delay in the issuance of tax notices beyond November 1.

Office of
MARION COUNTY PROPERTY APPRAISER



JIMMY H. COWAN, JR., CFA
PROPERTY APPRAISER

501 S.E. 25th AVENUE
OCALA, FLORIDA

August 13, 2025

Marion County Board
of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471

RE: Request to Extend the 2025 Tax Roll

Dear Board:

Pursuant to §197.323, Florida Statutes, we are requesting to extend the 2025 Tax Roll of Marion County prior to the completion of the 2025 Value Adjustment Board proceedings.

This request is made with the Tax Collector's knowledge and any changes made by the Value Adjustment Board to the assessment rolls will be resolved following the same procedure used for correction of errors.

Sincerely,

Jimmy H Cowan

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

xc: George Albright, Tax Collector

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20336 **Agenda Date:** 9/3/2025 **Agenda No.:** 5.1.1.

SUBJECT:
County Transportation Maintenance Fund - Transportation - $13,470

INITIATOR:
Steven Cohoon, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
Finance has determined that PO 2501514 (Rick Croft Enterprises Inc - (3) Tandem Trailers) must be paid out of Operating Supplies instead of Machinery & Equipment as they do not meet the capital purchase threshold. Previous communication from Finance had indicated they would meet the threshold, but upon further review the decision was changed. Funds will be transferred from Machinery & Equipment to Operating Supplies.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the CNTY TRANS MAINT FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1020 - 400 - 564101	TRANSPORTATION MACHINERY & EQUIPMENT	$13,470
		$13,470

Transferred To:

Account	Cost Center - Account Title	Amount
1020 - 400 - 552108	TRANSPORTATION OPERATING SUPPLIES	$13,470
		$13,470

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 3rd day of September, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20335 **Agenda Date:** 9/3/2025 **Agenda No.:** 5.1.2.

SUBJECT:
County Transportation Maintenance Fund - Transportation - $100,000

INITIATOR:
Steven Cohoon, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
Current spending on Repairs & Maintenance - Fleet Management is projected to exceed the available budget. $100,000 will be transferred to the account to allow for expenditures through the end of the fiscal year. The funds will be transferred from the Reserve for Contingencies.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the CNTY TRANS MAINT FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1020 - 760 - 599101	ROAD & STREET FACILITIES RESERVE FOR CONTINGENCIES	$100,000
		$100,000

Transferred To:

Account	Cost Center - Account Title	Amount
1020 - 400 - 546257	TRANSPORTATION REPAIRS/MAINT - FLEET MANAGMNT	$100,000
		$100,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 3rd day of September, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20289 **Agenda Date:** 9/3/2025 **Agenda No.:** 5.1.3.

SUBJECT:
Fine and Forfeiture Fund - Fine and Forfeiture Administration - $406,859

INITIATOR:
Michael McCain, Executive Director

DEPARTMENT:
Fine and Forfeiture Administration

DESCRIPTION/BACKGROUND:
Monthly charges from the Florida Department of Juvenile Justice increased from $224,011.49 to $363,585 beginning in July 2025, the start of the State's new fiscal year. The current budget includes sufficient funding to cover only one of the remaining three months. Additional funds are available in the Reserve for Cash Carry Forward, and the recurring cost increase is addressed in the proposed FY 2025-26 budget.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the FINE AND FORFEITURE FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1010 - 233 - 599199	FINE AND FORFEITURE ADMIN RESERVE FOR CASH CARRY FORWARD	$406,859
		$406,859

Transferred To:

Account	Cost Center - Account Title	Amount
1010 - 231 - 581101	JUVENILE DETENTION AID TO GOVERNMENT AGENCIES	$406,859
		$406,859

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 3rd day of September, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20438 **Agenda Date:** 9/3/2025 **Agenda No.:** 5.1.4.

SUBJECT:
Fine and Forfeiture Fund - State Attorney Technology - $94,497

INITIATOR:
Kathy LaCorta, Fiscal Director

DEPARTMENT:
State Attorney

DESCRIPTION/BACKGROUND:
The State Attorney's Office (SA05) respectfully requests the transfer of funds from Machinery and Equipment (564101) to Operating Supplies - Computer Hardware (552116). This adjustment is necessary to support the information technology infrastructure associated with the fourth-floor buildout. The reallocated funds will be used to purchase and install essential computer hardware and related technology.

As the project will extend beyond the current fiscal year, we further request that these funds be re-appropriated into the next fiscal year to ensure completion of the buildout and uninterrupted implementation of the required IT infrastructure.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution and approve re-appropriation of funds to FY 2025-26 Budget

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the FINE AND FORFEITURE FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1010 - 206 - 564101	STATE ATTORNEY - TECH MACHINERY & EQUIPMENT	$94,497
		$94,497

Transferred To:

Account	Cost Center - Account Title	Amount
1010 - 206 - 552116	STATE ATTORNEY - TECH OPER SUPPLIES - COMP HARDWARE	$94,497
		$94,497

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 3rd day of September, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

08/22/2025
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	564101	STATE ATTORNEY - TECH MACHINERY & EQUIPMENT	$ 94,497
		TOTAL	$ 94,497

TRANSFER FUNDS TO:

Org Code	Account Number	Cost Center Name Account Name	AMOUNT
BA206602	552116	STATE ATTORNEY - TECH OPER SUPPLIES - COMP HARDWARE	$ 94,497
		TOTAL	$ 94,497

PURPOSE OF REQUEST:

The State Attorney's Office (SA05) respectfully requests the transfer of funds from Machinery and Equipment (564101) to Operating Supplies – Computer Hardware (552116). This adjustment is necessary to support the information technology infrastructure associated with the fourth-floor buildout. The reallocated funds will be used to purchase and install essential computer hardware and related technology.

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.: 2025-20440 **Agenda Date:** 9/3/2025 **Agenda No.:** 5.1.5.

SUBJECT:
General Fund - Emergency Medical Services - $30,000

INITIATOR:
James Banta, Fire Chief

DEPARTMENT:
Fire Rescue

DESCRIPTION/BACKGROUND:
There are two contracts in the Emergency Medical Services Contract Services accounts that have increased in costs - one was increased due to the cost of postage going up. The other contract was due to an increase in claims being researched as the Billing Division continues to work on collection of ambulance fees. There are funds that can be used from Medical Supplies to cover these increases in contractual obligations for the rest of the fiscal year.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 305 - 552103	EMERGENCY MEDICAL SERVICES MEDICAL SUPPLIES	$30,000
		$30,000

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 305 - 534101	EMERGENCY MEDICAL SERVICES CONTRACT SERV - OTHER - MISC	$30,000
		$30,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 3rd day of September, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20445 **Agenda Date:** 9/3/2025 **Agenda No.:** 5.1.6.

SUBJECT:
General Fund - Fleet Management - $150,000

INITIATOR:
Mark Williams, Director

DEPARTMENT:
Fleet Management

DESCRIPTION/BACKGROUND:
Funds are needed as fiscal year-end to cover essential Fleet requirements, including tires for the Solid Waste transfer station loader, chassis rail replacement for GR-11, transmission repairs for fire equipment, and other necessary maintenance. This is a request to transfer funds from the Parts - Vehicle/Equipment Account to the Repairs & Maintenance account to cover these costs.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 178 - 552257	FLEET MANAGEMENT PARTS - VEHICLE / EQUIPMENT	$150,000
		$150,000

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 178 - 546305	FLEET MANAGEMENT REPAIRS/MAINT - VEHICLE/EQUIP	$150,000
		$150,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 3rd day of September, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 12 - 11

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20341 **Agenda Date:** 9/3/2025 **Agenda No.:** 5.1.7.

SUBJECT:
Insurance Fund - Employee Health - $461,249

INITIATOR:
Sara Caron, Director

DEPARTMENT:
Human Resources

DESCRIPTION/BACKGROUND:
During this fiscal year, the County experienced a few months with higher-than-anticipated health insurance claims, with April alone exceeding typical levels by approximately $1,000,000. Despite this spike, funds remain available under the Health Insurance Premiums - Heart of Florida account due to a recent contract adjustment. Under the revised agreement with Heart of Florida, the County is now being billed at a lower rate than originally budgeted, resulting in surplus funds within this account.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the INSURANCE FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
5010 - 161 - 523213	EMPLOYEE HEALTH HEART OF FLORIDA	$461,249
		$461,249

Transferred To:

Account	Cost Center - Account Title	Amount
5010 - 161 - 523211	EMPLOYEE HEALTH HEALTH CLAIMS	$461,249
		$461,249

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 3rd day of September, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20288 **Agenda Date:** 9/3/2025 **Agenda No.:** 5.1.8.

SUBJECT:
Insurance Fund - Insurance - $34,081

INITIATOR:
Sara Caron, Director

DEPARTMENT:
Human Resources

DESCRIPTION/BACKGROUND:
The County is requesting a one-time transfer from the Property Claims account to the Automotive Claims account.

Funds are available in the Property Claims account due to a lower-than-expected number of property claims filed during this fiscal year.

The Automotive Claims account requires additional funding due to a high volume of automotive claims that have been settled, along with several remaining monthly invoices that must be paid before the end of the fiscal year.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the INSURANCE FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
5010 - 160 - 545801	INSURANCE CLAIMS - PROPERTY	$34,081
		$34,081

Transferred To:

Account	Cost Center - Account Title	Amount
5010 - 160 - 545701	INSURANCE CLAIMS - AUTOMOTIVE	$34,081
		$34,081

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 3rd day of September, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20444 **Agenda Date:** 9/3/2025 **Agenda No.:** 5.1.9.

SUBJECT:
Marion County Utility Fund - Multiple Cost Centers - $70,000

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
The number of after-hours calls received by the answering service has been 25% higher than budgeted. In addition, there has been a greater volume of well, motor, and pump replacements and repairs during the fiscal year than originally anticipated. Bio-solids hauling and disposal costs have increased by 15% compared to the prior year and are 10% above budget. The need to engage contract services for Lift Station Technicians has also exceeded budgeted levels.

Conversely, several areas have produced savings. The use of online courses has reduced travel and training expenses. The inability to fill engineering and training manager positions has resulted in reduced fuel usage. Utility cost increases were not as high as projected. Fleet has not required outside parts and repair services, and fewer operating supplies have been needed than budgeted.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the MARION COUNTY UTILITY FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
4520 - 440 - 540101	UTILITIES MANAGEMENT TRAVEL & PER DIEM	$3,000
4520 - 440 - 543101	UTILITIES MANAGEMENT UTILITY SERVICES - ELC WTR SWR	$3,000
4520 - 440 - 552101	UTILITIES MANAGEMENT GASOLINE, OIL & LUBRICANTS	$4,000
4520 - 442 - 546257	UTILITIES WATER SYSTEM REPAIRS/MAINT - FLEET MANAGMNT	$20,000
4520 - 445 - 543101	UTILITIES WASTEWATER SYSTEM UTILITY SERVICES - ELC WTR SWR	$15,000
4520 - 445 - 552101	UTILITIES WASTEWATER SYSTEM GASOLINE, OIL & LUBRICANTS	$2,500
4520 - 445 - 552108	UTILITIES WASTEWATER SYSTEM OPERATING SUPPLIES	$12,500
4520 - 445 - 552257	UTILITIES WASTEWATER SYSTEM PARTS - VEHICLE / EQUIPMENT	$7,500
4520 - 445 - 555501	UTILITIES WASTEWATER SYSTEM TRAINING & EDUCATION	$2,500
		$70,000

Transferred To:

Account	Cost Center - Account Title	Amount
4520 - 440 - 541101	UTILITIES MANAGEMENT COMMUNICATIONS SERVICES	$10,000
4520 - 442 - 546301	UTILITIES WATER SYSTEM REPAIRS/MAINT - EQUIPMENT	$20,000
4520 - 445 - 534101	UTILITIES WASTEWATER SYSTEM CONTRACT SERV - OTHER - MISC	$20,000
4520 - 445 - 546301	UTILITIES WASTEWATER SYSTEM REPAIRS/MAINT - EQUIPMENT	$20,000
		$70,000

BUDGET AMENDMENT NUMBER 2025 - 12 - 17

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 3rd day of September, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20342 **Agenda Date:** 9/3/2025 **Agenda No.:** 5.1.10.

SUBJECT:
Silver Springs Shores Special Tax District - Silver Springs Shores - $5,000

INITIATOR:
Chad Wicker, Director

DEPARTMENT:
Municipal Services

DESCRIPTION/BACKGROUND:
The Silver Springs Shores Community Center is requesting a fund transfer to address an unforeseen expense and necessary budget adjustment. Specifically, we seek a transfer of $5,000 to the Repairs & Maintenance - Buildings & Grounds account to cover the cost of an emergency tree removal. The tree in question poses a significant risk of falling onto our garage, requiring immediate action. To support this one-time expense, we have identified available funds within the Capital Improvement budget that can be reallocated accordingly.

BUDGET/IMPACT:
Neutral.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the SSS SPECIAL TAX DISTRICT:

Transferred From:

Account	Cost Center - Account Title	Amount
1320 - 520 - 563901	SILVER SPRINGS SHORES CAPITAL IMPROV FUNDING	$5,000
		$5,000

Transferred To:

Account	Cost Center - Account Title	Amount
1320 - 520 - 546101	SILVER SPRINGS SHORES REPAIRS/MAINT - BLDGS & GRNDS	$5,000
		$5,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 3rd day of September, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 12 - 13

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20290 **Agenda Date:** 9/3/2025 **Agenda No.:** 5.1.11.

SUBJECT:
Solid Waste Disposal Fund - Solid Waste Collection - $175,000

INITIATOR:
Mark Johnson, Director

DEPARTMENT:
Solid Waste

DESCRIPTION/BACKGROUND:

Solid Waste is requesting a one-time reallocation of funds to cover essential expenses through the end of the fiscal year. A recent review determined that the Fleet Repairs and Maintenance account was under budgeted, and additional funding is needed due to an unexpected and costly frame repair on one of the collection trucks. To address this shortfall, surplus funds from Contract Services - Other Miscellaneous, Gasoline, Oil and Lubricants, and Parts - Vehicles and Equipment will be reallocated.

This adjustment will ensure the department can maintain operations through September and is a one -time budgetary change.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the SOLID WASTE DISPOSAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
4010 - 425 - 534101	SOLID WASTE COLLECTION CONTRACT SERV - OTHER - MISC	$35,000
4010 - 425 - 552101	SOLID WASTE COLLECTION GASOLINE, OIL & LUBRICANTS	$70,000
4010 - 425 - 552257	SOLID WASTE COLLECTION PARTS - VEHICLE / EQUIPMENT	$70,000
		$175,000

Transferred To:

Account	Cost Center - Account Title	Amount
4010 - 425 - 546257	SOLID WASTE COLLECTION REPAIRS/MAINT - FLEET MANAGMNT	$175,000
		$175,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 3rd day of September, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20291 **Agenda Date:** 9/3/2025 **Agenda No.:** 5.1.12.

SUBJECT:
Solid Waste Disposal Fund - Solid Waste Disposal - $150,000

INITIATOR:
Mark Johnson, Director

DEPARTMENT:
Solid Waste

DESCRIPTION/BACKGROUND:
Solid Waste is requesting a one-time budget reallocation to cover essential expenses through the end of the fiscal year. A recent review revealed that the Fleet Repairs and Maintenance account is underfunded, and additional funds are needed to cover remaining maintenance costs through September, as well as the purchase of a replacement set of foam-filled tires for the department's loader. To address this shortfall, surplus funds will be reallocated from the following accounts: Contract Services - Other Miscellaneous and Professional Services.

This one-time adjustment will ensure the department can maintain operations through the end of the fiscal year.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the SOLID WASTE DISPOSAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
4010 - 423 - 531109	SOLID WASTE DISPOSAL PROFESSIONAL SERVICES	$75,000
4010 - 423 - 534101	SOLID WASTE DISPOSAL CONTRACT SERV - OTHER - MISC	$75,000
		$150,000

Transferred To:

Account	Cost Center - Account Title	Amount
4010 - 423 - 546257	SOLID WASTE DISPOSAL REPAIRS/MAINT - FLEET MANAGMNT	$150,000
		$150,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 3rd day of September, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20414 **Agenda Date:** 9/3/2025 **Agenda No.:** 5.2.1.

SUBJECT:
Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 29572, 34818, 036629, 38650, 38651, 39116, 39117, 39118, 39119, 39120, 39122, 49662, 50041, Clerk List, and Information Technology 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: 06/17/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
29572	Fire Rescue	1FDYW80U9JVA55484

Description	Year Aquired
1988 Ford LNT8000	1996

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Repair costs exceed value

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Joe Rinaudo Digitally signed by Joe Rinaudo Date: 2025.08.08 06:09:16 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2025.08.08 06:23:30 -04'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: Fire Rescue Date: 08/08/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
34818	Fire Rescue	1FVBXBS51HJ21135

Description	Year Aquired
2001 FREIGHTLINER FL80 4X2	2001

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: 2025.08.08 06:03:19 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2025.08.08 08:15:55 -04'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: Fire Rescue Date: 08/13/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
036629	st 2	F004485

Description	Year Aquired
Ice Machine	2002

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Unable to Repair

Disposal Method: Recycled Disposal Location:

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Drew Rogers Digitally signed by Drew Rogers Date: 2025.08.13 08:50:16 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

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P.O. BOX 1030 OCALA, FLORIDA 34478-1030

TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: Fire Rescue Date: 08/08/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
38650	Fire Rescue	1FTWX31P65EB72322

Description	Year Aquired
2005 Ford F-350 Super Duty (FC-42)	2005

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Repair costs exceed value

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Joe Rinaudo Digitally signed by Joe Rinaudo Date: 2025.08.08 06:15:55 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2025.08.08 06:24:11 -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

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TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: Fire Rescue Date: 08/08/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
38651	Fire Rescue	1FTWX31P85EB72323

Description	Year Aquired
2005 Ford F-350 Super duty XL (FC-43)	2005

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Repair costs exceed value

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Joe Rinaudo Digitally signed by Joe Rinaudo Date: 2025.08.08 06:12:34 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2025.08.08 06:23:50 -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
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TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 08/14/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
OCE-39116	OCE	

Description	Year Aquired
RADAR SPEED DISPLAY SIGN	2005

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Unable to Repair

Disposal Method: Discarded Disposal Location:

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jason Freeman Digitally signed by Jason Freeman Date: 2025.08.14 07:06:52 -04'00'

Secondary Signature:

(If Applicable) Jared Peltz Digitally signed by Jared Peltz Date: 2025.08.14 08:06:50 -04'00'

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

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ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 08/14/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
OCE-39117	OCE	1549

Description	Year Aquired
RADAR SPEED DISPLAY SIGN	2005

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Unable to Repair

Disposal Method: Discarded Disposal Location:

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jason Freeman Digitally signed by Jason Freeman Date: 2025.08.14 07:07:59 -04'00'

Secondary Signature:

(If Applicable) Jared Peltz Digitally signed by Jared Peltz Date: 2025.08.14 08:07:51 -04'00'

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

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TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 08/14/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
OCE-39118	OCE	1553

Description	Year Aquired
RADAR SPEED DISPLAY SIGN	2005

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Unable to Repair

Disposal Method: Discarded Disposal Location:

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jason Freeman Digitally signed by Jason Freeman Date: 2025.08.14 07:09:41 -04'00'

Secondary Signature:

(If Applicable) Jared Peltz Digitally signed by Jared Peltz Date: 2025.08.14 08:05:52 -04'00'

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

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TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 08/14/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
OCE-39119	OCE	1547

Description	Year Aquired
RADAR SPEED DISPLAY SIGN	2005

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Unable to Repair

Disposal Method: Discarded Disposal Location:

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jason Freeman Digitally signed by Jason Freeman Date: 2025.08.14 07:11:23 -04'00'

Secondary Signature:

(If Applicable) Jared Peltz Digitally signed by Jared Peltz Date: 2025.08.14 08:08:10 -04'00'

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

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ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 08/14/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
OCE-39120	OCE	1550

Description	Year Aquired
RADAR SPEED DISPLAY SIGN	2005

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Unable to Repair

Disposal Method: Discarded Disposal Location:

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jason Freeman Digitally signed by Jason Freeman Date: 2025.08.14 07:12:15 -04'00'

Secondary Signature:

(If Applicable) Jared Peltz Digitally signed by Jared Peltz Date: 2025.08.14 08:05:31 -04'00'

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

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TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 08/14/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
OCE-39122	OCE	1548

Description	Year Aquired
RADAR SPEED DISPLAY SIGN	2005

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Unable to Repair

Disposal Method: Discarded Disposal Location:

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jason Freeman Digitally signed by Jason Freeman Date: 2025.08.14 07:13:28 -04'00'

Secondary Signature:

(If Applicable) Jared Peltz Digitally signed by Jared Peltz Date: 2025.08.14 08:04:52 -04'00'

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA

P.O. BOX 1030 OCALA, FLORIDA 34478-1030

TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 08/11/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
OCE-49662	FLEET	861834132500

Description	Year Aquired
OCE-49662 (APC-18 PLATE COMPACTOR)	2017

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Unable to Repair

Disposal Method: Discarded Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jason Freeman Digitally signed by Jason Freeman Date: 2025.08.13 08:14:42 -04'00'

Secondary Signature:

(If Applicable) Jared Peltz Digitally signed by Jared Peltz Date: 2025.08.13 08:35:48 -04'00'

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 08/13/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
OCE-50041	FLEET	861834132757

Description	Year Aquired
OCE-50041 (PLATE COMPACTOR - BOMAG)	2017

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Unable to Repair

Disposal Method: Discarded Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jason Freeman Digitally signed by Jason Freeman Date: 2025.08.13 08:20:54 -04'00'

Secondary Signature:

(If Applicable) Jared Peltz Digitally signed by Jared Peltz Date: 2025.08.13 08:32:59 -04'00'

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: Clerk of Court Date: 08/15/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number

Description	Year Aquired
SEE ATTACHED	

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: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Nicole Brice Digitally signed by Nicole Brice Date: 2025.08.18 15:53:29 -04'00'

Secondary Signature:

(If Applicable) Gregory C. Harrell Digitally signed by Gregory C. Harrell Date: 2025.08.18 16:17:15 -04'00'

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	TAG #	SERIAL/PARCEL	LOCATION	DATE ACQ
048227	JUNIPER EX2200 48PT 48T-4G	8001207	CUO215020670	CH0	2015
049809	EX3400 48 PORT	8001212	NY0217090597	CH3	06/01/17
052069	SWITCH 48 PORT	8001302	3MV9XC2	CCRC	11/03/17
052070	SWITCH 48 PORT	8001303	4PV9XC2	CCRC	11/03/17
052102	EX4200 48PT	8001300	FP0217030211	CCRC	08/01/18
052103	EX4200 48PT	8001301	BP0210241710	CCRC	08/01/18
53499	EX4300 SWITCH	8001463	PE3120150393	CH3	06/30/20
54460	EX4300-48P JUNIPER SWITCHES	9008743	PD3120130834	CH3	01/14/21
54462	EX4300-48P JUNIPER SWITCHES	9008745	PE3120120496	CH3	01/14/21
54463	EX4300-48P JUNIPER SWITCHES	8001455	PD3120130509	CH3	01/14/21
54468	EX4300-48T JUNIPER SWITCHES	8001453	PD3120130357	ANNX	01/14/21

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: 08/19/2025

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: 2025.08.19 13:17:15 -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.
043174	INTERCONNECT BOX 7499C	ZZ10551	2008
044208	CISCO CATALYST 3560 SWITCH	CAT1021R2UQ	2009
045651	MSI AA53 DESKTOP	B2S0124325	2012
047705	CISCO WS-C3650-48PS SWITCH	FDO1902E2D6	2015
047732	CISCO WS-C3650-24PS SWITCH	FDO1909E2V6	2015
048442	DP20160151 DELL LATITUDE E6540 LAPTOP	FWFZM72	2015-2016
052193	DP20190002 DELL LATITUDE 5415 LAPTOP	7G46TG2	2018-2019
052195	DP 20190004 DELL LATITUDE 14" RUGGED 5414 LAPTOP	JG46TG2	2018-2019
052224	DP 20190015 UPS BATTERY SMX3000RMLV2UNC	AS1838260995	2018-2019
052248	DP20190083 DELL LATITUDE 5580 LAPTOP	F2TFTT2	2018-2019
052406	DP20190235 DELL LATITUDE 5580 LAPTOP	JLWCXT2	2018-2019
052455	DP20190363 DELL LATITUDE 7212 RUGGED EXTREME TABLET	5NRDTG2	2018-2019
052458	DP20190366 DELL LATITUDE 7212 RUGGED EXTREME TABLET	DMRDTG2	2018-2019
052465	DP20190373 DELL LATITUDE 7212 RUGGED EXTREME TABLET	CVRDTG2	2018-2019
052481	DP20190389 DELL LATITUDE 7212 RUGGED EXTREME TABLET	FNRDTG2	2018-2019
052491	DP20190399 DELL LATITUDE 7212 RUGGED EXTREME TABLET	HTRDTG2	2018-2019
52934	DP20240517 DELL LATITUDE 5501 LAPTOP	1HW6YY2	2020-2021
52937	DP20240526 DELL LATITUDE 5501 LAPTOP	6VS8ZY2	2018-2019
53050	DELL LATITUDE 5500 LAPTOP	4LZ8Q13	2019-2020
53051	DP20200197 DELL LATITUDE 5500 LAPTOP	3PZ8Q13	2019-2020
53052	DP20200244 DELL PRECISION 3630 DESKTOP	4L2BZ23	2019-2020
53080	DP 20200131 DELL LATITUDE 7200 2-IN- LAPTOP	3BRVN13	2019-2020
53098	DP20200199 DELL LATITUDE 7220 RUGGED EXTREME TABLET	25NNTG2	2019-2020
53099	DP20200200 DELL LATITUDE 7220 RUGGED EXTREME TABLET	34NNTG2	2019-2020
53104	DP 20200205 DELL LATITUDE 7220 RUGGED EXTREME TABLET	DWMNTG2	2019-2020
53123	DP 20200224 DELL LATITUDE 7220 RUGGED EXTREME TABLET	HVMNTG2	2019-2020
53125	DP20200226 DELL LATITUDE 7220 RUGGED EXTREME TABLET	6WMNTG2	2019-2020
53127	DP20200228 DELL LATITUDE 7220 RUGGED EXTREME TABLET	B2NNTG2	2019-2020
53128	DP20200229 DELL LATITUDE 7220 RUGGED EXTREME TABLET	F0NNTG2	2019-2020
53129	DP20200230 DELL LATITUDE 7220 RUGGED EXTREME TABLET	10NNTG2	2019-2020
53130	DP20200231 DELL LATITUDE 7220 RUGGED EXTREME TABLET	1YMNTG2	2019-2020
53131	DP20200232 DELL LATITUDE 7220 RUGGED EXTREME TABLET	JZMNTG2	2019-2020
53135	DP20200236 DELL LATITUDE 7220 RUGGED EXTREME TABLET	32NNTG2	2019-2020
53138	DP20200209 DELL LATITUDE 7220 RUGGED EXTREME TABLET	5XMNTG2	2019-2020

53138	DP20200239 DELL LATITUDE 7220 RUGGED EXTREME TABLET	G4NNTG2	2019-2020
53140	DP20200241 DELL LATITUDE 7220 RUGGED EXTREME TABLET	G1NNTG2	2019-2020
53141	DP20200242 DELL LATITUDE 7220 RUGGED EXTREME TABLET	54NNTG2	2019-2020
53146	ALLEN & HEATH QU CORE 32	QUPACX-947841	N/A
53171	DP20200103 DELL PRECISION 3630 DESKTOP	74RDN23	2019-2020
53172	DP 20200104 DELL PRECISION 3630 DESKTOP	74QPN23	2019-2020
53354	DP20200099 DELL PRECISION 5540 LAPTOP	7S9LK13	2019-2020
53697	DP 20200605 DELL PRECISION 7550 LAPTOP	HNCLK63	2019-2020
53707	DP20200609 DELL PRECISION 7550 LAPTOP	C5NFK63	2019-2020

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20321 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.1.1.

SUBJECT:
Request Approval of Small Project Completion and Certification Form for Hurricane Irma Damages (Budget Impact - None)

INITIATOR:
Michael McCain, Executive Director

DEPARTMENT:
County Administration

DESCRIPTION/BACKGROUND:
Marion County received reimbursement for 13 small projects from Federal Emergency Management Agency (FEMA) for Hurricane Irma totaling $431,877.49 in obligations. The reimbursements for the small projects were received in fiscal year (FY) 2018-19 and FY 2019-20 at a rate of 95% of obligations.

To certify that the small projects have been completed, the attached form is being presented for the Chairman's signature.

BUDGET/IMPACT:
None; revenue received in previous fiscal years.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman to execute the Small Project Completion and Certification Form for Hurricane Irma damages.

SMALL PROJECT COMPLETION & CERTIFICATION FORM

The purpose of this form is to certify small project completion. All Subrecipients that have open small projects for disasters declared after January 1, 2016 are required to use this form.

DEFINITIONS:

Authorized Representative: The person or persons designated by the Subrecipient's Authorized Agent as the point of contact for transactions involving PA projects and funding as indicated on the Subrecipient's Request for Public Assistance.

Small Project: A project for which the eligible (Federal and non-Federal) amount is less than the annually adjusted cost threshold for small project grants.

Small Project Netting: Subrecipient may request additional funding if the total actual cost of all its Small Projects combined exceeds the total amount obligated for all the Small Projects. FEMA refers to this as Net Small Project Overrun (NSPO) appeal. Subrecipient must request the appeal within 60 days of work completion of its last Small Project. Subrecipient must provide complete documentation supporting all project's actual costs with the appeal request.

INSTRUCTIONS:

Please review & complete the bottom portion of this form and have the Authorized Representative sign and date. Upload signed form to FloridaPA.org in Step 4 of the Small Project Completion/Closeout Workflow. Once you have executed and returned this form, a request for small project closeout will be sent to FEMA unless you wish to submit a request for small project netting.

Disaster Number: 4337 **Subrecipient:** Marion County

Ref #	PW #	PW CAT	SOW Complete	Work Complete Date	POP End Date	Time Extension End Date /NA	Eligible Obligated Amount	EHP REC Met	Obtain Maintain Requirement Met
29484	1675	C	Yes	04/09/2018	03/10/2019		45,205.50	Yes	Yes
25230	2098	E	Yes	09/20/2017	03/10/2019		3,425.54	Yes	Yes
25232	2461	E	Yes	11/27/2017	03/10/2019		16,456.41	Yes	Yes
22299	2463	C	Yes	12/13/2017	03/10/2019		8,344.73	Yes	Yes
35623	2683	B	Yes	10/03/2017	03/10/2018		44,689.81	Yes	Yes
25231	2684	E	Yes	11/07/2017	03/10/2019		23,215.50	Yes	Yes
22318	3226	E	Yes	08/21/2018	03/10/2019		14,674.60	Yes	Yes
27189	3380	E	Yes	4/29/2020	03/10/2019	**04/30/2020	94,373.00	Yes	Yes
35220	4203	C	Yes	10/13/2017	03/10/2019		9,286.65	Yes	Yes
8756	4509	A	Yes	09/17/2017	03/10/2018		91,134.97	Yes	Yes
29489	4537	C	Yes	08/02/2018	03/10/2019		13,701.92	Yes	Yes
10843	4730	F	Yes	06/18/2018	03/10/2019		58,426.20	Yes	Yes
22297	7412	G	Yes	01/31/2018	03/10/2019		8,942.66	Yes	Yes

By signing below, I, Kathy Bryant, certify that:

- Scope of Work (SOW) for all small projects for this disaster are 100% complete.
- All eligible small projects are listed and were completed in the Period of Performance (POP).
- A Time Extension (TEX) was submitted and approved for projects completed outside the POP.
- I understand it is my responsibility to maintain records for a period of 5 years past the Account Closeout of this Disaster. Florida Statute: Sections 119.021(2) and 257.36 and the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, dated November 1, 2006.
- I wish to request Net Small Project Overrun (NSPO appeal): YES ☐ NO ☒

**If yes, please provide cost analysis for all small projects, the eligible amount vs the actual cost.*

Authorized Representative:_____ Date: September 3, 2025
(Signature) (Date Signed)

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20177 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.2.1.

SUBJECT:
Request Approval to Execute the State Housing Initiatives Partnership Program Annual Report and Local Housing Incentives Certification (Budget Impact - None)

INITIATOR:
Cheryl Butler, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
Marion County is required to submit an Annual Report for all projects completed under the State Housing Initiatives Partnership (SHIP) program. This report includes both close-out data for the prior fiscal year and an interim update for the current year. Florida Housing Finance Corporation (FHFC) recently granted Marion County an extension for the expenditure of FY 2022-23 funds. As a result, this Annual Report will be amended and resubmitted upon completion of all remaining projects.

The SHIP program allocates funding to Marion County annually through documentary stamp tax revenues, subject to availability. These funds support affordable housing efforts in accordance with Marion County's Local Housing Assistance Plan (LHAP). SHIP regulations require entitlement communities to fully commit funds within two years and expend them within three.

Attached is the current version of the Annual Report that will be submitted to FHFC, summarizing activities for FY 2022-23 and providing an interim update for FY 2023-24. A brief summary of progress is outlined below.

Projects underway to be completed by December 30th:
• Construction of 10 duplexes known as Saving Mercy Village.
• Six (6) newly built homes.
• One (1) demolition/replacement home.

FY 2022-23 Achievements:
• Assisted six (6) households with purchase assistance.
• Rehabilitated 21 housing units.
• Replaced one (1) home through rehabilitation/demolition.
• Constructed, acquired and/or rehabilitated 37 rental units, focusing on those with incomes between 50%-80% of the Area Median Income (AMI).

FY 2023-24 Allocation:
SHIP Funds: $3,761,744
Program Income: $1,197,743

Total Available Funding: $4,959,487

Goals for FY 2023-24:
• Rehabilitation of 25 housing units.
• Fund approximately seven (7) new single-family homes.
• Support an Affordable Housing tax credit project.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the Local Housing Incentives Certification and all other necessary documentation associated with the SHIP FY 2022-23 Annual Report.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Urie (Last) Helen (First) (Dept) Community Services - 5340

(Title) Housing Grant Manager (Phone) 352-671-8781

Signature Helen Urie Date Tuesday, August 19, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☑ RESUBMIT LRM No. 2025-763
☐ Legal Opinion ☐ Other

Description of Request

Marion County must report every year to the Florida Housing Finance Corporation about how it spent the State Housing Initiatives Partnership (SHIP) funds. This report is for the fiscal year 2022-2023 and is called the Closeout report. The deadline to submit this report is September 15th each year. Minor grammatical edits were corrected for this resubmit.

For more information or discussion, contact: ☑ Same as above

(Name) (Last) (First) (Title) (Phone)

Agenda Item? ☑ Yes ☐ No Agenda Date: Wednesday, September 3, 2025

Agenda Deadline Date for **Legal:** Tuesday, August 19, 2025 Agenda Deadline Date for **Admin:** Wednesday, August 20, 202

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-763 Resubmit

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:
☑ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED
By Marion County Attorney-HF at 2:30 pm, Aug 19, 2025

Attorney Signature: Thomas Schwartz Date 8/19/25

Staff Signature: Completed Date: 08/20/25 Returned: ☒ Department ☐ Admin ☐

Rev2 03/19/2025

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Marion County BCC (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year FY 2022-2023 and interim years FY 2023-2024.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $4,992.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $0.00.

Staff Member responsible for submitting annual report to FHFC: Helen Urie

N/A_____ _____

Witness Signature Date Chief Elected Official or Designee Signature Date

N/A_____ Kathy Bryant, Chairman_____

Witness Printed Name Chief Elected Official or Designee Printed Name

N/A_____

Witness Signature Date

N/A_____

Witness Printed Name

or

ATTEST (Seal)

_____

Signature Date
Gregory C. Harrell, Clerk of the Court

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

Title: SHIP Annual Report

Report Status: Unsubmitted w/Extension

Marion County FY 2022/2023 Closeout

Form 1

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SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance	$240,000.00	5	$30,000.00	1		
3	Homeowner Rehabilitation	$646,443.23	18	$50,000.00	1		
4	Demolition / Replacement			$150,000.00	1		
10	New Construction	$180,000.00	1	$900,000.00	5		
	Homeownership Totals:	**$1,066,443.23**	**24**	**$1,130,000.00**	**8**		

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
14	Rental Acquisition/Rehab			$750,000.00	1		
21	Rental New Construction	$460,000.00	4	$802,298.43	1		
	Rental Totals:	**$460,000.00**	**4**	**$1,552,298.43**	**2**		
	Subtotals:	**$1,526,443.23**	**28**	**$2,682,298.43**	**10**		

Additional Use of Funds

Use	Expended	Percentage
Administrative	$304,288.90	10.00 %
Homeownership Counseling		
Admin From Program Income	$75,808.34	5.00 %
Admin From Disaster Funds		-
Admin From HHRP		NaN %

Totals:	**$1,906,540.47**	**28**	**$2,682,298.43**	**10**	**$.00**	

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$3,042,889.00
Program Income (Interest)	$255,972.22
Program Income (Payments)	$1,260,194.53
Recaptured Funds	$.00
Disaster Funds	
HHRP Funds	
Carryover funds from previous year	$24,758.41
Total:	**$4,583,814.16**

*** Carry Forward to Next Year: -$5,024.74**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	364	428	621	814	955
VLI	576	617	741	855	955
LOW	922	988	1,185	1,369	1,527
MOD	1,383	1,482	1,779	2,053	2,292
Up to 140%	1,613	1,729	2,075	2,395	2,674

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$1,526,443.23	58.21%
Public Moneys Expended		.00%
Private Funds Expended	$1,066,913.42	40.69%
Owner Contribution	$28,852.52	1.10%
Total Value of All Units	$2,622,209.17	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$2,196,443.23	$3,067,647.41	71.60%	65%
Construction / Rehabilitation	$4,163,742.86	$3,067,647.41	135.73%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *	Totals of Percentages
Extremely Low	$182,063.20	3.97%	
Very Low	$908,125.15	19.81%	EL+VL: 23.78%
Low	$2,518,553.31	54.94%	EL+VL+L: 78.73%
Moderate	$210,000.00	4.58%	
Over 120%-140%	$30,000.00	.65%	
Totals:	$3,848,741.66	83.96%	

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	$132,063.20	4	$.00	0	$132,063.20	4
Very Low	$758,125.15	11	$.00	0	$758,125.15	11
Low	$576,254.88	11	$.00	0	$576,254.88	11
Moderate	$30,000.00	1	$.00	0	$30,000.00	1
Over 120%-140%	$30,000.00	1	$.00	0	$30,000.00	1
Totals:	$1,526,443.23	28	$.00	0	$1,526,443.23	28

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Homeowner Rehabilitation	Unincorporated	4	6	8			18
Purchase Assistance	Unincorporated		1	2	1		5
New Construction	Unincorporated			1			1
Rental New Construction	Ocala		4				4
	Totals:	**4**	**11**	**11**	**1**		**28**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Homeowner Rehabilitation	Unincorporated		3	4	11	18
Purchase Assistance	Unincorporated		2	2	1	5
New Construction	Unincorporated		1			1
Rental New Construction	Ocala		1	3		4
	Totals:		**7**	**9**	**12**	**28**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Homeowner Rehabilitation	Unincorporated	6	12		18
Purchase Assistance	Unincorporated	1	4		5
New Construction	Unincorporated		1		1
Rental New Construction	Ocala	3	1		4
	Totals:	**10**	**18**		**28**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
Homeowner Rehabilitation	Unincorporated	11	7					18
Purchase Assistance	Unincorporated	4	1					5
New Construction	Unincorporated		1					1
Rental New Construction	Ocala		3	1				4
	Totals:	**15**	**12**	**1**				**28**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Homeowner Rehabilitation	Unincorporated			10	10
Purchase Assistance	Unincorporated				0
New Construction	Unincorporated				0
Rental New Construction	Ocala				0
	Totals:			**10**	**10**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
Rental New Construction	Educator/School Employee	115,000.00	1

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	**Year Adopted (or N/A)**
Expedited permitting		Required	Implemented, in LHAP	2022
Ongoing review process		Required	Implemented, in LHAP	2022

Support Services

The implementation of the Community Land Trust (CLT) model has secured 45 units of housing with long-term affordability protections since the CLT was certified in February 2021. By removing the land from the speculative market, this approach ensures these homes remain permanently affordable for low- and moderate-income families, strengthening community stability and resilience.
In addition to the CLT, Marion County has implemented a range of supportive programs to promote long-term housing stability. These include the United Way's Strong Families Program—funded through Community Development Block Grant (CDBG) resources—UF/IFAS homebuyer education courses, and various financial support services.
Marion County continues to actively build partnerships with community organizations and developers to support the construction, development, and long-term maintenance of affordable housing. These combined efforts are essential to sustaining and expanding affordable housing opportunities across the community.

Other Accomplishments

• Created the Housing Trust Fund Ordinance for the proceeds of the sale of surplus properties for use in affordable housing initiatives and incentives.
• Allocated funding for the construction of 10 duplex units in partnership with Saving Mercy, with a focus on housing homeless individuals and households.
• Acquired 17 housing units to provide affordable housing for lower-income earners.
• Continued collaboration with Habitat for Humanity to support the Community Land Trust model, promoting long-term housing affordability.
• Advanced the Demolition Replacement Strategy to replace substandard structures with safe, affordable housing options.

Availability for Public Inspection and Comments

All Affordable Housing Advisory Committee (AHAC) monthly meetings are publicly advertised through the Sunshine Notice and are open for public inspection and comment.
Key documents such as the AHAC Incentives Report, Incentives Report, Housing Trust Fund Ordinance, and the Local Housing Assistance Plan (LHAP), including any technical revisions, are published and made available through the County Commission Board Meeting Agendas.
Additionally, Lenders' Meetings are held biannually in February and August. Attendance is mandatory for lenders wishing to maintain their approved status. These meetings are promoted through various channels, including word of mouth, community meetings, staff meetings, and lender guidelines.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **82**

Mortgage Foreclosures

A. Very low income households in foreclosure: **0**

B. Low income households in foreclosure: **0**

C. Moderate households in foreclosure: **2**

Foreclosed Loans Life-to-date: **2**

SHIP Program Foreclosure Percentage Rate Life to Date: **2.44**

Mortgage Defaults

A. Very low income households in default: **0**

B. Low income households in default: **0**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **0**

SHIP Program Default Percentage Rate Life to Date: **0.00**

Strategies and Production Costs

Strategy	Average Cost
Homeowner Rehabilitation	$32,322.16
New Construction	$180,000.00
Purchase Assistance	$48,000.00
Rental New Construction	$115,000.00

Expended Funds

Total Unit Count: **28** Total Expended Amount: **$1,526,443.23**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Homeowner Rehabilitation	Peter Ross III	11 Redwood Run Course	Ocala	34472	$23,921.95	
Homeowner Rehabilitation	Jack Taylor	14641 SE 1st Ave Rd	Summerfield	34491	$47,274.00	
Homeowner Rehabilitation	Sarah Yawn (Poole)	7650 SW 78th Street	Ocala	34476	$30,118.95	
Homeowner Rehabilitation	Joshua/Shannon Hardin	336 Oak Track Loop	Ocala	34472	$21,445.05	
Homeowner Rehabilitation	Nekisha Smith	6 Pine Trace Trail	Ocala	34472	$38,855.60	
Homeowner Rehabilitation	Michelle Burnett	1 Emerald Run	Ocala	34472	$49,593.05	
Homeowner Rehabilitation	Mary Burton	2680 NE 50th Place	Ocala	34479	$31,620.50	
Homeowner Rehabilitation	Francis (Jim)/Sherry Corcoran	20599 SW 54th Street	Dunnellon	34431	$47,134.65	
Homeowner Rehabilitation	John Counts	15061 88th Street	Silver Springs	34488	$30,217.00	
Homeowner Rehabilitation	Olga Bonano	12795 SW 64th Circle	Ocala	34473	$19.20	2021-2022
Homeowner Rehabilitation	Earl/Sharise McKeever	19945 SW 109th Place	Dunnellon	34432	$49,944.45	
Homeowner Rehabilitation	T'Ashlee Kenderick	2165 NW 40th Street	Ocala	34475	$39,815.95	
Homeowner Rehabilitation	Derrian/Booker James	16027 NW 37th Terrace	Reddick	32686	$50,000.00	
Homeowner Rehabilitation	Donna Perrin	12213 SE 97th Court	Belleview	34420	$26,954.30	
Homeowner Rehabilitation	Gary/Nancy McGahee/Peak	5066 Pecan Road	Ocala	34472	$27,123.15	
Homeowner Rehabilitation	Robert/Jesica Stringer	16342 NE 153rd Lane	Ft. McCoy	32134	$49,770.75	

Purchase Assistance	Travis Marcou	5810 NW 59th Avenue	Ocala	34482	$30,000.00	
Homeowner Rehabilitation	Beverly McClellan	5502 SW 109th Sreet Road	Ocala	34473	$31,980.30	
Homeowner Rehabilitation	Linda/Edward Grace	25810 SW 67th Street	Ocala	34480	$44,979.60	
Purchase Assistance	Erin Hopkins	8178 SW 202nd Avenue	Dunnellon	34431	$30,000.00	
Purchase Assistance	Brittani Davis	8 Pine Course Court	Ocala	34472	$30,000.00	
New Construction	Vanessa Mingo	22 Locust Drive Court	Ocala	34472	$180,000.00	
Homeowner Rehabilitation	Theodore Dempsey	2240 SE 85th Street	Ocala	34480	$5,118.50	
Homeowner Rehabilitation	Patricia Fields	6740 SE 1st Street	Ocala	34472	$556.28	2021-2022
Purchase Assistance	Samantha/Kera Dooley	5111 SW 154th Loop	Ocala	34473	$50,000.00	
Purchase Assistance	Cyril/Merana Koch	3752 SE 130th Street	Belleview	34420	$100,000.00	
Rental New Construction	Camacho	2201 NW 21st Street #208	Ocala	34475	$115,000.00	
Rental New Construction	Baldwin	2201 NW 21st Street #306	Ocala	34475	$115,000.00	
Rental New Construction	Brown	2201 NW 21st Street #312	Ocala	34475	$115,000.00	
Rental New Construction	Richardson	2201 NW 21st Street #324	Ocala	34475	$115,000.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Community Services	Local Government	Purchase Assistance, Homeowner Rehabilitation, Single Family and Rental New Construction, Rental Acquisition/Rehab, and Homelessness.	100%	$380,097.24

Program Income

Program Income Funds	
Loan Repayment:	$1,260,194.53
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	$255,972.22
Total:	**$1,516,166.75**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	137
Approved	33
Denied	47

Explanation of Recaptured funds

Description	Amount
N/A	$.00
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By
Madison Oaks West, LLC	Florida Neighbors Foundation	3300 NW 21st Avenue	Ocala	34475	$460,000.00	4	

Single Family Area Purchase Price

The average area purchase price of single family units: 188,700.00

Or

Not Applicable

Form 5

Special Needs Breakdown

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units	% of Allocation
1	Purchase Assistance	$50,000.00	1			
3	Homeowner Rehabilitation	$344,667.83	10	$50,000.00	1	
4	Demolition/Replacement			$150,000.00	1	
	Total:	**$394,667.83**	**11**	**$200,000.00**	**2**	**19.54%**

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Homeowner Rehabilitation	Person with Disabling Condition (not DD)	$344,667.83	10	$50,000.00	1
(4) Demolition/Replacement	Person with Disabling Condition (not DD)			$150,000.00	1
(1) Purchase Assistance	Person with Disabling Condition (not DD)	$50,000.00	1		

Provide a description of efforts to reduce homelessness:

• SHIP funding supported the construction of 10 duplex units focused on housing homeless individuals and households. This effort was part of a broader initiative of Saving Mercy as they entered into a partnership with Carrfour, which will deliver an additional 59 housing units targeted toward homeless populations.
• HOME ARP funds were utilized for the acquisition and operational support of a low-barrier shelter for men, operated by Wear Gloves. The shelter will initially house and support 12 men during its first 12 months, with plans to expand services in the following year.
• Strengthened collaboration and engagement within the Continuum of Care (CoC), including the establishment of a new Board and vision statement, to realign goals and improve outcomes.
• A strategic planning session was conducted to identify new strategic directions and address existing roadblocks within the homelessness response system.
• Improved coordination between the City, County, and nonprofit organizations has led to more efficient service delivery and enhanced accountability among sub-recipients.

Interim Year Data

Interim Year Data

Revenue	
State Annual Distribution	$3,839,306.00
SHIP Disaster Funds	
HHRP Allocation	
Program Income	$1,197,743.43
Total Revenue:	**$5,037,049.43**

Expenditures/Encumbrances	
Program Funds Expended	$77,804.30
Program Funds Encumbered	$3,920,587.12
Total Administration Funds Expended	
Total Administration Funds Encumbered	
Homeownership Counseling	$0.00
Total Expenditures/Encumbrances:	**$3,998,391.42**

Set-Asides		Percentage
65% Homeownership Requirement	$2,117,804.30	55.16%
75% Construction / Rehabilitation	$3,048,391.42	79.40%
30% Very Low Income Requirement	$375,000.00	7.44%
60% Very Low + Low Income Requirements	$2,644,384.37	52.50%
20% Special Needs Requirement	$329,007.05	6.53%

LG Submitted Comments:

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20428 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.3.1.

SUBJECT:
Request Approval of the Agreement for State Financial Assistance Between the Florida Department of Law Enforcement and District 5 and 24 Medical Examiner's Office (Budget Impact - Revenues of up to $79,992)

INITIATOR:
James Banta, Fire Chief

DEPARTMENT:
Fire Rescue

DESCRIPTION/BACKGROUND:
The Medical Examiner staff applied for and was awarded $79,992 for the FY 2024-25 Forensic Investigative Genetic Genealogy (FIGG) Grant Program through the Florida Department of Law Enforcement, relating to lab testing, genetic genealogy and law enforcement investigative methods to investigate leads in unsolved violent crimes and identify unidentified human remains (UHR). Funding is available for processing of DNA samples, specific to:

- Analysis of DNA samples collected under applicable legal authority, using forensic investigative genetic genealogy methods for solving violent crimes.
- Analysis of DNA samples of unidentified human remains (regardless of manner of death).

This grant program is distributed to government agencies, similar to the Coverdell Grant. It includes an Agreement for State Financial Assistance Between the Florida Department of Law Enforcement and District 5 & 24 Medical Examiner's Office. The Medical Examiner Advisory Committee approved to move forward with this grant at their August 14, 2025, meeting. FDLE extended the grant period to June 30, 2026, as they were able to reappropriate funds that were earmarked for this grant to their FY 2025-26 budget. Upon execution, a budget amendment will be submitted for next fiscal year in order to recognize the awarded funds and obtain receipt for the Medical Examiner's Fund.

BUDGET/IMPACT:
Revenues of up to $79,992

RECOMMENDED ACTION:
Motion to approve and execute the Agreement for State Financial Assistance Between the Florida Department of Law Enforcement and District 5 & 24 Medical Examiner's Office.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Li (Last) Cassandra (First) (Dept) Medical Examiner - 3924

(Title) Admin & Financial Services Manager (Phone) 352-438-2800

Signature _____ Date Friday, August 22, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Can you please approve this amendment to the FIGG Grant for the Medical Examiner, to form? Thanks.

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Wednesday, September 3, 2025

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-793 RESUBMIT

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:
☑ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED
By Marion County Attorney-HF at 10:08 am, Aug 22, 2025

Attorney Signature: _____ Date 8/22/25

Staff Signature: _____ (Completed) Date: 082225 Returned: ☑ Department ☐ Admin ☐ _____

Rev2 03/19/2025

Agreement for State Financial Assistance Between Florida Department of Law Enforcement and District 5 & 24 Medical Examiner's Office

CONTRACT AMENDMENT - GRANT ADJUSTMENT NOTICE

Recipient: District 5 & 24 Medical Examiner's Office

Project Title: FY24-25 Forensic Investigation Genetic Genealogy Grant Program

Award Number: GG011

Amendment Number: 1

Nature of Adjustment: Agreement Updates – Grant Period Extension, FLAIR Vendor ID, Remittance Address, & Recipient's Administration Contact Information

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This amendment is entered into by and between the Department and Recipient shown above, and pursuant to the original Grant Award agreement executed on 06/24/2025. As authorized by Appendix D - Standard Conditions; Section III: Project and Grant Management, both parties agree to the following:

- The grant period is amended to extend the end date of this grant to June 30, 2026, upon confirmation of funding under 216.301(1)(a), F.S.
- The Recipient's FLAIR Vendor ID (FEID/FEIN) for reimbursement payments is **59-6000735**.
- The Recipient's remittance address associated with the FLAIR Vendor ID above is:

  Marion County Board of County Commissioners c/o Marion County Fire Rescue

  2631 SE 3rd Street Ocala, FL 34471

- The Recipient's administration contact information is as follows:

Recipient Grant Manager

Name: Lindsey Bayer, Chief of Operations
Address: 809 Pine Street
Leesburg, FL 34748
Phone: 352-326-5961
Email: Lindsey.Bayer@marionfl.org

Recipient Chief Official

Name: Robert Kruger, Deputy Chief of EMS
Address: 2631 SE 3rd Street
Ocala, FL 34471
Phone: 352-291-8000
Email: Robert.Kruger@marionfl.org

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
District 5 & 24 Medical Examiner's Office

Recipient Chief Financial Officer

Name:	Cassandra Li, Admin Financial Services Manager
Address:	2631 SE 3rd Street
	Ocala, FL 34471
Phone:	352-291-8095
Email:	Cassandra.Li@marionfl.org

All other provisions of the original Grant Award remain in full force and effect, except those amended herein.

Agreement for State Financial Assistance Between Florida Department of Law Enforcement and District 5 & 24 Medical Examiner's Office

SIGNATURES

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

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

Authorized Office
Florida Department of Law Enforcement

Signature: _____

Typed Name and Title: Emma Preziosa, Contracts & Grant Manager

Date: _____

Recipient
District 5 & 24 Medical Examiner's Office

Signature: _____

Typed Name and Title: _____

Date: _____

Please see the following updated agreement pages.

Agreement for State Financial Assistance Between Florida Department of Law Enforcement and District 5 & 24 Medical Examiner's Office

AWARD AGREEMENT

Award Number:	GG011
Project Title:	FY24-25 Forensic Investigative Genetic Genealogy Grant Program
Project Period:	07/01/2024 – 6/30/2026
Awarded Funds:	$79,992.00
FLAIR Vendor ID:	59-6000735
CSFA Catalog Number:	71.161

This agreement is entered into by and between the Department of Law Enforcement (herein referred to as "FDLE" or "Department") and District 5 & 24 Medical Examiner's Office (herein referred to as "Recipient); and

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement: and

WHEREAS, the Department has available funds resulting from SB 678: Forensic Investigative Genetic Genealogy Grant Program, as a non-recurring supplemental appropriation, intended to be provided to the Recipient as reimbursement of eligible costs resulting from allowable activities as defined in the agreement, and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein, and does offer to perform such services.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

The 2024 Florida Statutes contains the following language and provides information on the legislative intent for the use of these funds:

> *943.327 Forensic Investigative Genetic Genealogy Grant Program. —*
> *(1) As used in this section, the term "forensic investigative genetic genealogy" means the combined application of laboratory testing, genetic genealogy, and law enforcement investigative methods to develop investigative leads in unsolved violent crimes and provide investigative leads as to the identity of unidentified human remains. Such methods must be in accordance with department rule and compatible with multiple genealogical databases that are available for law enforcement use for the purposes described in this section. For purposes of the grant program created in this section, funding is intended to be used for developing genealogy DNA profiles consisting of 100,000 or more markers.*
> *(2) There is created within the department the Forensic Investigative Genetic Genealogy Grant Program to award grants to statewide and local law enforcement agencies and medical examiner's offices to support those agencies and offices in the processing of DNA samples as specified under subsection (4).*
> *(3) The department shall annually award to statewide and local law enforcement agencies and medical examiner's offices any funds specially appropriated for the grant program to cover*

expenses related to using forensic investigative genetic genealogy methods to generate investigative leads for criminal investigations of violent crimes and to aid in the identification of unidentified human remains.

(4) Grants may be used in accordance with department rule for any of the following purposes:

(a) The analysis of DNA samples collected under applicable legal authority using forensic investigative genetic genealogy methods for solving violent crimes.

(b) The analysis of DNA samples of unidentified human remains.

(5) Each grant recipient shall provide to the executive director a report no later than 1 year after receipt of funding under the grant program. The report must include all of the following:

(a) The amount of funding received.

(b) The number and type of cases pursued using forensic investigative genetic genealogy methods.

(c) The type of forensic investigative genetic genealogy methods used, including the name of the laboratory to which such testing was outsourced, if any, and the identity of the entity conducting any genetic genealogical research.

(d) The result of the testing, such as decedent identification, perpetrator identification, or no identification.

(e) The amount of time it took to make an identification or to determine no identification could be made.

(6) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement and administer this section and to establish the process for the allocation of grant funds.

This award is subject to the special conditions outlined in **Appendix A** and all applicable standard conditions in **Appendix D**.

Schedule of Appendices

Appendix A – Special Conditions
Appendix B – Project Deliverables
Appendix C – Approved Budget
Appendix D – Standard Conditions

Scope of Work

Forensic Investigative Genetic Genealogy (FIGG) is the combined application of laboratory testing, genetic genealogy, and law enforcement investigative methods to develop investigative leads in unsolved violent crimes and identify unidentified human remains (UHR). This funding may be used to develop single nucleotide polymorphism (SNP) deoxyribonucleic acid (DNA) profiles eligible for upload to the genealogical databases that permit law enforcement use, as well as for genetic genealogical research. Such methods must be employed in accordance with Department rule.

The Recipient will use these funds to contract with a vendor to assist in the processing of DNA samples as specified below:

- Analysis of DNA samples collected under applicable legal authority, using forensic investigative genetic genealogy methods for solving violent crimes
- Analysis of DNA samples of unidentified human remains (regardless of manner of death)

Funds will be used to support the specific costs outlined in **Appendix C**.

Performance and Financial Reporting

The Recipient shall provide the **Monthly FIGG Grant Program Activity Reimbursement Report (ARR)** to the Department attesting to the progress made towards project deliverables **(Appendix B)** and to the costs incurred during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is October 1-31, the report is due no later than November 30th. Failure to submit reports by the deadline will delay reimbursement of funds.

If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period.

Performance Reporting: Tab 1 of the ARR must contain a detailed summary of the activities performed during the reporting period, any barriers or difficulties encountered, planned activities for the next reporting period, and an estimate of total expenditures for the next three months.

Additionally, the Recipient must complete the End of Case Summary form, as soon as practicable upon completion of laboratory testing and investigative genetic genealogy activities funded by the grant and must be completed no later than one year after receipt of funds.

Additional supporting documentation for performance must be maintained by the Recipient and made available upon request for monitoring purposes. Examples of additional supporting documentation include but are not limited to timesheets, case notes, logs, purchase orders, trainings, etc.

Payment Requests: The remaining tabs of the ARR will serve as the Payment Request. Each category that funds are being reimbursed under must contain: a description of the item/service, the quantity and unit cost, the date costs were incurred, the method of payment (check, credit card, EFT, etc.), and the total amount requested for reimbursement. All payment requests will be reviewed by the Department's grant manager and may be audited to the satisfaction of the Department and/or the Florida Department of Financial Services. If no expenses were incurred during the reporting period, only Tab 1 must be completed and submitted by the monthly reporting deadline.

Additional supporting documentation for all funds expended and received under this agreement must be maintained by the Recipient and made available upon request for monitoring purposes. Examples of additional supporting documentation include but are not limited to requisitions, purchase orders, quotes, general ledgers, activity reports, contractual agreements, etc.

Payments

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services. All expenditures shall be allowable, reasonable, and necessary for the success of the award project. The Department's determination of acceptable expenditures shall be conclusive.

Award funds will be distributed on a cost-reimbursement basis for satisfactory performance of eligible activities. Payments will be processed in conjunction with receipt and review of supporting documentation to determine successful completion of minimum performance deliverables and to verify cost elements as specified in the approved budget **(Appendix C).** All Payment Requests must be certified by the Recipient's

Chief Financial Officer (or financial designee) and include a statement that costs claimed are incurred in accordance with the agreement.

The final Payment Request shall be submitted to the Department no later than **July 31, 2025**. Any payment due under the terms of this agreement may be withheld until all required reports are received, and necessary adjustments have been approved by the Department. Final reconciliation and closeout of the agreement must be completed by both parties within forty-five (45) days of the end of the grant period.

Failure to comply with these provisions shall result in forfeiture of reimbursement and/or a refund of any advanced funding.

Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Planning and Budgeting in writing.

Recipient Grant Manager

Name:	Lindsey Bayer, Chief of Operations
Address:	809 Pine Street
	Leesburg, FL 34748
Phone:	352-326-5961
Email:	Lindsey.Bayer@marionfl.org

Recipient Chief Official

Name:	Robert Kruger, Deputy Chief of EMS
Address:	2631 SE 3rd Street
	Ocala, FL 34471
Phone:	352-291-8000
Email:	Robert.Kruger@marionfl.org

Recipient Chief Financial Officer

Name:	Cassandra Li, Admin Financial Services Manager
Address:	2631 SE 3rd Street
	Ocala, FL 34471
Phone:	352-291-8095
Email:	Cassandra.Li@marionfl.org

Florida Department of Law Enforcement (FDLE) Grant Manager

Name:	Taylor Luttenton
Title:	Government Analyst II
Address:	P.O. Box 1489
	Tallahassee, FL 32302-1489
Phone:	850-410-7007
Email:	TaylorLuttenton@fdle.state.fl.us

Award Signatures

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

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

Florida Department of Law Enforcement
Office of Planning and Budgeting

Signature: Jennifer Miller

Typed Name and Title: Jennifer Miller, Bureau Chief

Date: 6/24/2025

Recipient
District 5 & 24 Medical Examiner's Office

Signature:

Typed Name and Title: Lindsey Bayer, Chief of Operations

Date: 06/23/2025

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

Recipient Chief Official Designee (if applicable)

Signature:

Typed Name and Title:

Date:

Additional Recipient Signatures (if applicable)

Signature:

Typed Name and Title:

Date:

Signature:

Typed Name and Title:

Date:

Appendix A - Special Conditions

Award Number: GG011
Recipient: District 5 & 24 Medical Examiner's Office
Project Title: FY24-25 Forensic Investigative Genetic Genealogy Grant Program
Project Period: 07/01/2024 – 6/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001 The Recipient must complete the End of Case Summary form, as soon as practicable upon completion of laboratory testing and investigative genetic genealogy activities funded by the grant and must be completed no later than one year after receipt of funds.

Appendix B - Project Deliverables

Award Number:	GG011
Recipient:	District 5 & 24 Medical Examiner's Office
Project Title:	FY24-25 Forensic Investigative Genetic Genealogy Grant Program
Project Period:	07/01/2024 – 6/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Contract with a vendor to provide services that support the Recipient in the processing of DNA samples as described in the Scope of Work.
Minimum Performance Criteria:	Completion of or progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $79,992.00.

Appendix C - Budget Details

Award Number:	GG011
Recipient:	District 5 & 24 Medical Examiner's Office
Project Title:	FY24-25 Forensic Investigative Genetic Genealogy Grant Program
Project Period:	07/01/2024 – 6/30/2025

Budget Category	Total
A. Contracted Services	$79,992.00
TOTAL	**$79,992.00**

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application or amendment.

All items purchased with these funds must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the program.

The item(s) below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system", etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Department's determination of acceptable expenditures requested for reimbursement shall be conclusive.

Contracted Services

Funds may be used to contract with a vendor to provide services as described in the Scope of Work.

To receive reimbursement for contracted services, the Recipient must provide supporting backup documentation, including but not limited to quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

A. Contracted Services

- Investigating Agency Case # ending in 0484 as described in the approved Application for Case Approval, Request 3 (UP11351):
  - FGG services not to exceed $9,999.00.
- Investigating Agency Case # ending in 598-88 as described in the approved Application for Case Approval, Request 6 (UP6295):
  - FGG services not to exceed $9,999.00.
- Investigating Agency Case # ending in 1784 as described in the approved Application for Case Approval, Request 8 (UP2911):
  - FGG services not to exceed $9,999.00.

- Investigating Agency Case # ending in 1614 as described in the approved Application for Case Approval, Request 9 (UP6052):
    - FGG services not to exceed $9,999.00.

- Investigating Agency Case # ending in 0610 as described in the approved Application for Case Approval, Request 10 (UP5606):
    - FGG services not to exceed $9,999.00.

- Investigating Agency Case # ending in 1268 as described in the approved Application for Case Approval, Request 12 (UP16068):
    - FGG services not to exceed $9,999.00.

- Investigating Agency Case # ending in 0673 as described in the approved Application for Case Approval, Request 14 (UP5827):
    - FGG services not to exceed $9,999.00.

- Investigating Agency Case # ending in 1565-92 as described in the approved Application for Case Approval, Request 15 (UP6115):
    - FGG services not to exceed $9,999.00.

Appendix D - Fiscal Year 2024-2025 State Financial Assistance Standard Conditions

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

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

SECTION I: PROJECT IMPLEMENTATION

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

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

SECTION II: PAYMENTS

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

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

Advance Funding: Advance funding may be provided to a subrecipient upon completion and submission of a Cash Advance Request form to the Department. The request must be signed by the Chief Financial Officer or the Chief Financial Officer designee. Advance funding should be requested only when the Recipient/Subrecipient has an imminent and specific need to expend project funds. Cash advances must be spent on project costs within 30 days of receipt. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, a written request to retain the funds must be provided by the recipient and approved by the Department. An expenditure claim for advance funding must be submitted to the Department within 45 days of advance funding receipt.

SECTION III: PROJECT AND GRANT MANAGEMENT

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

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

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

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

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

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

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

SECTION IV: MANDATORY DISCLOSURES

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

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

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

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

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

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

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

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

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

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

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

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

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

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection,

statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

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

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

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

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

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

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

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

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

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S., §218.39, F.S., and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state

awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Planning and Budgeting
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

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

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

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

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

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

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

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

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

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

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20442 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.4.1.

SUBJECT:
Request Approval to Certify the Non-Ad Valorem Assessment Rolls to the Tax Collector for Improvement Areas (Road Assessments) (Budget Impact - None)

INITIATOR:
Chad Wicker, Director

DEPARTMENT:
Municipal Services

DESCRIPTION/BACKGROUND:
In accordance with Section 197.3632, Florida Statute, the Board of County Commissioners must certify the non-ad valorem assessment rolls to the Tax Collector prior to September 15, 2025. The following Improvement Areas (Road Assessments) are presented for certification:

- Barli Acres Improvement Area
- Belleview Heights Estates Unit 9 - SE 131st Place Improvement Area
- Belleview Heights Estates Unit No. 7 - SE 141st Place Improvement Area
- Belleview Heights Estates Unit No. 9 Improvement Area
- Big Ridge Acres Improvement Area
- Bluefields Improvement Area
- Cedar Hills/Cedar Hills Addition/Cedar Hills Addition 2 Improvement Area
- Cedar Shores Industrial Park Improvement Area
- Dunnellon Oaks Improvement Area
- East Lake - Woodmar Improvement Area
- Edgewood Improvement Area
- Emil-Marr Improvement Area
- High Pointe Improvement Area
- Lake Weir Gardens Improvement Area
- Lake Weir Heights 2nd Addition Replat Improvement Area
- Leonardo Estates - N.E. 52nd Avenue Improvement Area
- Magnolia Shores/Smith Lake Acres Unit I Improvement Area
- McAteer Acres Improvement Area
- North Ocala Industrial Park - N.W. 58th Lane Improvement Area
- NW 165th Court Road - Classic Farms II/Classic Farms III/High Cotton Farms/High Cotton Farms II Improvement Area
- Ridgewood Park/We-Ten Improvement Area
- Shady Hills Estates -S.W. 33rd Terrace Improvement Area
- Sugar Hill Estates 1st Addition Improvement Area
- Sun Country Estates II Improvement Area
- Windstream Improvement Area

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and certify the attached non-ad valorem assessment rolls to the Tax Collector for the Improvement Areas and authorize Chairman and Clerk to execute same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Cline (Last) Cara (First) (Dept) MSTU - 4155

(Title) Admin Services Coordinator (Phone) x 2652

Signature Cara Cline Date Friday, August 1, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☐ Review & Comment
- ☐ RESUBMIT LRM No. _____
- ☑ Approve as to Form
- ☐ Other

Description of Request

Please review attached 2025 certificates for MSTUs, MSBUs, and Road Assessments. These are to certify the Non-ad Valorem Assessments from the BCC to the Tax Collector, in compliance with Section 197.3632 of the Florida Statute.

For more information or discussion, contact: ☐ Same as above

(Name) Chad (Last) Wicker (First) (Title) Director (Phone) x 2660

Agenda Item? ☐ Yes ☐ No Agenda Date: _____

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-722

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☑ Dana E. Olesky, Chief Asst. County Attorney
- ☐ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney-HF at 3:40 pm, Aug 01, 2025

Attorney Signature: DOlesky Date 8/7/2025

Staff Signature: HFlynn (Completed) Date: 08/07/2025 Returned: ☒ Department ☐ Admin ☐ _____

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Barli Acres Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Belleview Heights Estates Unit 9 – SE 131st Place Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Belleview Heights Estates Unit No. 7 – SE 141st Place Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Belleview Heights Estates Unit No. 9 Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Big Ridge Acres Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Bluefields Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Cedar Hills/Cedar Hills Addition/ Cedar Hills Addition 2 Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Cedar Shores Industrial Park Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO

NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Dunnellon Oaks Improvement Area (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above-described roll to show the non-ad valorem assessments attributable to the real property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS OF
MARION COUNTY, FLORIDA

By:_____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[to be delivered to Tax Collector prior to September 15 each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the East Lake - Woodmar - SE 143rd Street and Portion of SE 145th Avenue Improvement Area the "Non- Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the real property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS OF
MARION COUNTY, FLORIDA

By:_____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[to be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Edgewood Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Emil-Marr Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the High Pointe Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Lake Weir Gardens Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Lake Weir Heights 2nd Addition Replat Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Leonardo Estates – N.E. 52nd Avenue Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Magnolia Shores/Smith Lake Acres Unit I Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the McAteer Acres Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the North Ocala Industrial Park – N.W. 58th Lane Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the NW 165th Court Road – Classic Farms II/Classic Farms III/High Cotton Farms/High Cotton Farms II Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Ridgewood Park /We-Ten Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Shady Hills Estates - S.W. 33rd Terrace Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Sugar Hill Estates 1st Addition Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Sun Country Estates II Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Windstream Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20443 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.4.2.

SUBJECT:
Request Approval to Certify the Non-Ad Valorem Assessment Rolls to the Tax Collector for the Municipal Service Taxing Units and Municipal Service Benefit Units (Budget Impact - None)

INITIATOR:
Chad Wicker, Director

DEPARTMENT:
Municipal Services

DESCRIPTION/BACKGROUND:
In accordance with Section 197.3632, Florida Statute, the Board of County Commissioners must certify the non-ad valorem assessment rolls to the Tax Collector prior to September 15, 2025. The following Municipal Service Taxing Units (MSTUs) and Municipal Service Benefit Units (MSBUs) are presented for certification:

- Bahia Oaks MSTU for Street Lighting
- Bellaire Subdivision MSTU for General Services
- Boardman MSTU for Street Lighting
- Boulder Hill Subdivision MSBU for Street Lighting
- Churchill Subdivision MSTU for Street Lighting
- Citrus Park MSTU
- Country Estates Buffington Addition MSTU
- Deer Path Estates Phase 1 and Phase 2 MSBU for Road Maintenance, Mowing and Street Lighting
- Delcrest Subdivision MSTU for General Services
- Doublegate Subdivision MSTU for General Services
- Golden Hills Turf and Country Club MSTU for General Services
- Golden Hills Turf and Country Club MSTU for Road Improvements
- Hickory Hill Subdivision MSTU for Street Lighting
- Indian Meadows Subdivision MSBU for Street Lighting
- Kingsland Country Estates Unit 22 / Ocala Waterway Estates Unit 27 MSBU for Road Maintenance
- Kingsland Country Estates Whispering Pines / Kingsland Country Estates Forest Glenn MSBU for General Maintenance and Capital Improvements
- Kingsland Country Estates Whispering Pines and Kingsland Country Estates Forest Glenn MSBU for Street Lighting
- Lake Tropicana MSTU for Road Improvements
- Little Lake Weir - Edgewater Estates MSBU for Street Lighting
- Maricamp Market Centre Replat Phase 1 and Phase 2 MSBU for General Maintenance and

Capital Improvements
- Marion Oaks MSTU for General Services
- Marion Oaks MSBU for Road Improvements
- NW 17th Avenue-Northwood Improvement Area
- NW 49th/35th Street MSBU for DRA Maintenance
- Ocala Heights Units 1 and 3 Subdivision MSBU for Street Lighting
- Ocala Waterway Estates Section 34 MSBU for Road Maintenance
- Paradise Farms MSBU for Roadside Mowing
- Pine Run Estates MSTU for Road Improvements
- Rainbow Lakes Estates MSBU for Fire Protection and Community Resource Facilities
- Rainbow Lakes Estates MSTU for Road Improvements - Levy County Portion
- Rainbow Lakes Estates MSTU for Road Improvements
- Rainbow Park Units 1 and 2 MSBU for Road Maintenance
- Rainbow's End MSTU for General Municipal Services
- Raven Hill Subdivision MSTU for General Services
- Silver Springs Acres MSBU for Road Maintenance
- Silver Springs Shores MSBU for Road Improvements
- Stonecrest Center MSBU for Road Maintenance
- The Hamlet at Sherman Oaks MSBU for General Services
- Tompkins and Georges Addition to Dunnellon MSTU
- Wineberry MSTU for General Services
- Woods and Lakes MSBU for Road Maintenance

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and certify the attached non-ad valorem assessment rolls to the Tax Collector for the MSTUs and MSBUs and authorize Chairman and Clerk to execute same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Cline (Last) Cara (First) (Dept) MSTU - 4155

(Title) Admin Services Coordinator (Phone) x 2652

Signature Cara Cline Date Friday, August 1, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☐ Review & Comment
- ☐ RESUBMIT LRM No. _____
- ☑ Approve as to Form
- ☐ Other

Description of Request

Please review attached 2025 certificates for MSTUs, MSBUs, and Road Assessments. These are to certify the Non-ad Valorem Assessments from the BCC to the Tax Collector, in compliance with Section 197.3632 of the Florida Statute.

For more information or discussion, contact: ☐ Same as above

(Name) Chad (Last) Wicker (First) (Title) Director (Phone) x 2660

Agenda Item? ☐ Yes ☐ No Agenda Date: _____

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-722

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☑ Dana E. Olesky, Chief Asst. County Attorney
- ☐ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney-HF at 3:40 pm, Aug 01, 2025

Attorney Signature: DOlesky Date 8/7/2025

Staff Signature: HFlynn (Completed) Date: 08/07/2025 Returned: ☒ Department ☐ Admin ☐ _____

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Bahia Oaks Municipal Service Taxing Unit for Street Lighting "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Bellaire Subdivision Municipal Service Taxing Unit for General Services "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Boardman Municipal Service Taxing Unit for Street Lighting "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Boulder Hill Subdivision Municipal Service Benefit Unit for Street Lighting "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Churchill Subdivision Municipal Service Taxing Unit for Street Lighting "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Citrus Park Municipal Service Taxing Unit "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Country Estates Buffington Addition Municipal Service Taxing Unit "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Deer Path Estates Phase 1 and Phase 2 Municipal Service Benefit Unit for Road Maintenance, Mowing and Street Lighting "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Delcrest Subdivision Municipal Service Taxing Unit for General Services "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Doublegate Subdivision Municipal Service Taxing Unit for General Services "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Golden Hills Turf and Country Club Municipal Service Taxing Unit for General Services "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Golden Hills Turf and Country Club Municipal Service Taxing Unit for Road Improvements "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Hickory Hill Subdivision Municipal Service Taxing Unit for Street Lighting "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Indian Meadows Subdivision Municipal Service Benefit Unit for Street Lighting "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Kingsland Country Estates Unit 22 / Ocala Waterway Estates Unit 27 Municipal Service Benefit Unit for Road Maintenance "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Kingsland Country Estates Whispering Pines/Kingsland Country Estates Forest Glenn Municipal Service Benefit Unit for General Maintenance and Capital Improvements "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Kingsland Country Estates Whispering Pines and Kingsland Country Estates Forest Glenn Municipal Service Benefit Unit for Street Lighting "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Lake Tropicana Municipal Service Taxing Unit for Road Improvements "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Little Lake Weir - Edgewater Estates Municipal Service Benefit Unit for Street Lighting "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Maricamp Market Centre Replat Phase 1 and Phase 2 Municipal Services Benefit Unit for General Maintenance and Capital Improvements "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Marion Oaks Municipal Service Taxing Unit for General Services "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Marion Oaks Municipal Service Benefit Unit for Road Improvements "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the NW 17th Avenue-Northwood Improvement Area "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the NW 49th/35th Street Municipal Service Benefit Unit for DRA Maintenance "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Ocala Heights Units 1 and 3 Subdivision Municipal Service Benefit Unit for Street Lighting "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Ocala Waterway Estates Section 34 Municipal Service Benefit Unit for Road Maintenance "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Marion County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Marion County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Paradise Farms Municipal Service Benefit Unit for Roadside Mowing "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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MARION COUNTY, FLORIDA

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Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

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CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Pine Run Estates Municipal Service Taxing Unit for Road Improvements "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

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CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Rainbow Lakes Estates Municipal Service Benefit Unit for Fire Protection and Community Resource Facilities "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

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CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Rainbow Lakes Estates Municipal Service Taxing Unit for Road Improvements – Levy County Portion "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of the same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Levy County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Levy County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

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BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

[To be delivered to Tax Collector prior to September 15th each year]

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Rainbow Park Units 1 and 2 Municipal Service Benefit Unit for Road Maintenance "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

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Kathy Bryant, Chairman

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Gregory C. Harrell, Clerk

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CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Rainbow's End Municipal Service Taxing Unit for General Municipal Services "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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MARION COUNTY, FLORIDA

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Kathy Bryant, Chairman

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Gregory C. Harrell, Clerk

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CERTIFICATE
TO
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I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Raven Hill Subdivision Municipal Service Taxing Unit for General Services "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

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Kathy Bryant, Chairman

ATTEST:

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Gregory C. Harrell, Clerk

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CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Silver Springs Acres Municipal Service Benefit Unit for Road Maintenance "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

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CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Silver Springs Shores Municipal Service Benefit Unit for Road Improvements "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

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Gregory C. Harrell, Clerk

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CERTIFICATE
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I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Stonecrest Center Municipal Service Benefit Unit for Road Maintenance "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

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ATTEST:

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Gregory C. Harrell, Clerk

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CERTIFICATE
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I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for The Hamlet at Sherman Oaks Municipal Service Benefit Unit For General Services "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

By: _____
Gregory C. Harrell, Clerk

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CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Tompkins and Georges Addition to Dunnellon Municipal Service Taxing Unit "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

ATTEST:

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Gregory C. Harrell, Clerk

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CERTIFICATE
TO
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I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Wineberry Municipal Service Taxing Unit for General Services "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners of Marion County, Florida (the "County"); as such I have satisfied myself that all real property included or includable on the non-ad valorem assessment roll for the Woods and Lakes Municipal Service Benefit Unit for Road Maintenance "Non-Ad Valorem Assessment Roll" for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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MARION COUNTY, FLORIDA

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Kathy Bryant, Chairman

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20376 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.5.1.

SUBJECT:
Request Approval of Athletic Facility Agreement Between Big Sun Youth Soccer League, Inc. for Use of Rotary Sportsplex (Budget Impact - Revenue Generating; estimated $3,000 per season)

INITIATOR:
Jim Couillard, PLA, ASLA Director

DEPARTMENT:
Parks & Recreation

DESCRIPTION/BACKGROUND:
The Parks & Recreation department previously utilized Non-Exclusive Fee Agreements to manage private recreational leagues that use County sports facilities. Department staff have significantly revamped this agreement, which is now titled Athletic Facility Agreement. Improvements made during the process include clarifying league and County obligations, establishing park rules, refining field usage requirements and updating various fees associated with the Agreement.

The attached Athletic Facility Agreement, for use of Rotary Sportsplex, has been reviewed and approved by board members of Big Sun Youth Soccer League, Inc.

BUDGET/IMPACT:
Revenue Generating - estimated $3,000 per season.

RECOMMENDED ACTION:
Motion to approve and authorize Chairman and Clerk to execute the Athletic Facility Agreement with Big Sun Youth Soccer League, Inc.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Couillard (Last) Jim (First) (Dept) Parks & Recreation - 6120

(Title) Director (Phone) X8559

Signature [signature] Date Thursday, July 31, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☐ Review & Comment
- ☐ RESUBMIT LRM No. _____
- ☑ Approve as to Form
- ☐ Other

Description of Request

The attached Athletic Facillity Agreement was create using the template approved via LRM No. 2024-157. This version is for the Big Sun Youth Soccer League's use of Rotary Sportsplex. The terms, conditions, Whereas section and overall language has not changed from the template. However the agreement has been updated with the League's Sunbiz information, the name and address of the park, signature lines are specific to the league; Exhibit A reflects the park and amenities associated with this league and fees in Section 9 have been updated to reflect pricing related to this specific sport. We are requesting for Attorney Thomas Schwartz to sign page 9 of the Agreement so it can be placed on the next BCC agenda.

For more information or discussion, contact: ☐ Same as above

(Name) Cooper (Last) Laura (First) (Title) Admin Services Coordinator (Phone) X8564

Agenda Item? ☑ Yes ☐ No Agenda Date: Wednesday, September 3, 2025

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-814

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☒ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney-HF at 11:58 am, Aug 21, 2025

Attorney Signature: [signature] Date 8/21/25

Staff Signature: [signature] (Completed) Date: 08/21/25 Returned: ☒ Department ☐ Admin ☐ _____

Rev 11/22/2023

ATHLETIC FACILITY AGREEMENT FOR USE OF ROTARY SPORTSPLEX

THIS ATHLETIC FACILITY AGREEMENT (this "Agreement") is entered into by and between Marion County, a Political Subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL 34471 (hereinafter referred to as the "County") and Big Sun Youth Soccer League, Inc 2811 SE 36th Ave, Ocala, FL 34471, FEIN 59-2456107 (hereinafter referred to as "League.")

W I T N E S S E T H:

WHEREAS:

A. The County owns and manages a public park with active recreation facilities at Rotary Sportsplex, located at 5220 SE Maricamp Road, Ocala, FL 34480.

B. League requests to enter into an agreement with Marion County Board of County Commissioners to utilize portions of Rotary Sportsplex, as indicated in Exhibit A (hereafter collectively referred to as the "Facilities"), for its use in conducting only publicly accessible recreational sports programs.

C. The County and League agree that any travel sports, developmental, premier or adult league shall be clearly separate from this Agreement and administered by the Parks & Recreation Department.

D. The County is willing to permit League non-exclusive use of the Facilities pursuant to the terms and conditions hereof.

E. The Marion County Parks & Recreation Department (the "Department") shall be responsible for the administration of this Agreement.

NOW, THEREFORE, in the consideration of the matters set forth above (which are incorporated herein by reference), the exchange of mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Term of Agreement.** The County agrees to allow League the use of the Facilities at Rotary Sportsplex, as listed in Exhibit A, for a period of two (2) years, subject to the termination provisions set forth herein. The term of this permit shall begin on September 1, 2025, and end on August 31, 2027, unless sooner terminated.

2. **Termination.** Notwithstanding the above, this Agreement may be terminated by either party by December 31 of each year with a minimum thirty (30) days prior written notice, with or without cause. The County holds the right to terminate this Agreement at any time if League fails to comply with the terms and conditions stated herein. All outstanding fees are due at the termination of this Agreement. Within ninety (90) days of notice of termination, the League shall, at its own expense, remove all equipment installed on the property, which has not been placed into County inventory, and restore the site to its existing conditions excluding improvements as authorized herein.

3. **Use of Facilities.** During the term of this Agreement, League shall use the Facilities for League's athletic events only during the times and dates as authorized by this Agreement. Use

of Facilities is non-exclusive and County maintains the right to reserve Facilities based on availability.

3.1. The Facilities are to be used predominately for recreational leagues and this Agreement does not include the use of the Facilities for travel teams/leagues. Travel teams/leagues must coordinate facility use through the Department through separate agreements.

3.2. League agrees to coordinate field usage with the Department by providing the Department with an accurate schedule, depicting actual use (i.e. practices, games, tournaments, events), 14-days prior to the beginning of each season (spring, fall, all-stars, etc.). Field usage reserved by the League is subject to modification by the Department if actual usage does not correctly correlate with the provided schedule.

3.3. Before undertaking to use the Facilities, League agrees to provide the Department with a schedule of dates showing League's intended use of the Facilities. League agrees that the Facilities are available to the general public on a first come, first served basis, or by reservation with the Department, unless League's use of Facilities is indicated on a schedule submitted by League to Department. Any other organized use of the Facilities must be reserved through the Department.

3.4. Blanket schedules that do not accurately reflect actual League usage are prohibited and are subject to schedule modifications by the Department.

3.5. League is prohibited from sub-leasing the use of Facilities to other organizations or entities. All scheduling and reservation of County Facilities must be coordinated directly with the Department.

3.6. County reserves the right to schedule the closure of certain fields for maintenance, tournaments or field preparation with notice to the League.

4. **Sanctioning.** League agrees to maintain an active registration with a sports sanctioning organization which has a recreational program focus, rather than a travel ball focus.

5. **Collection of Fees by League.** League agrees that all fees generated at Rotary Sportsplex (including concessions, tournament revenues and other revenues not herein listed) will be used to provide player scholarships, operations/maintenance and comply with fiscal requirements included herein. League shall not charge parking or admission fees to park users, unless required to host a tournament or special event.

6. **Criminal Background Investigations.** League shall conduct criminal background investigations on all persons acting as head coaches, assistant coaches, cheerleading coaches, trainers, and any other person acting in an official capacity with any organization directly overseeing the League's activities in accordance with Ch. 943.0438 Florida Statutes. These investigations shall be conducted annually. League shall provide the County a copy of their background check policy and procedures, and the implementation plan for those policies and procedures annually. League shall furnish to the County a listing, signed by an officer or director of League, of the persons who have successfully undergone League's criminal background investigation prior to the beginning of any individual's involvement with any youth related activities.

7. League Responsibilities.

Prior to the use of the Facility, League shall provide to the Department: all player rosters, practice schedules, game schedules, poof of valid liability insurance, proof of current non-profit status, proof of State registration status and all required background check documentation 14-days prior to the beginning of each season (spring, fall, all-stars, etc.). Failure to comply with these requirements will prohibit the use of the Facility.

7.1. League shall provide all necessary field/concession equipment and/or supplies for League use.

7.2. League shall meet annually with the Parks & Recreation Department to review this Agreement, discuss concerns or any League changes. League is required to notify County within 30 days of any changes to League board members.

7.3. League agrees to abide by and enforce all County park rules and signage requirements as specified in Exhibit B.

8. Tournaments and Events.

8.1. County agrees to provide tournament support and waive support related fees for two (2) tournaments per calendar year. One (1) of these two (2) tournaments must qualify as a tournament supported through the Visitor Convention Bureau (VCB) in order for County to waive support fees. County must be notified no less than three (3) months in advance for each tournament.

8.2. For tournaments or events beyond the two (2) provided per calendar year, League agrees to enter a Sports Event Agreement with County no later than three (3) months before the start of any tournament or event not included in 8.1 above.

8.3. League acknowledges it will incur costs and fees owed to County for County support provided at all tournaments or events not included in paragraph 8.1 above. Said financial obligation of League will be the subject of the Sports Event Agreement, referenced above.

8.4. For any event not supported by the County, Facilities shall be operated and maintained in accordance with County standards as follows:

A. All restrooms will be kept clean and stocked with paper products during the duration of the event. League will check on cleanliness every hour during the event and address deficiencies appropriately. All restrooms will be completely cleaned, mopped and wiped down at the end of each day.

B. Trash receptacles will be checked and emptied on a routine basis to ensure all refuse can be contained within. Overflowing trash receptacles must be addressed immediately.

C. Litter shall be removed immediately in accordance with Marion County Litter Ordinance 23-13 and as specified in Exhibit B of the Agreement.

D. Fields shall be groomed between games to provide a safe and consistent playing surface.

E. At the end of the event, all Facilities shall be in the same, or better, condition than it was prior to the event. County staff will inspect the Facilities before and after the event and report any deficiencies to League which will have two (2) working days to correct. Any deficiencies not corrected will be corrected by County staff and then billed back to the League for payment.

8.5. If fees are required to be charged by the League for a tournament or special event, such fees shall be allowed only by prior written consent of the County.

8.6. During any event, League shall provide law enforcement for the Facilities throughout the entire event and shall secure Facilities after each day of the event. League shall be responsible for providing traveling directions to the event and supervision and monitoring of parking to insure traffic does not create a safety issue.

9. **Fees.** All fees incurred for the use of Facilities will be billed by the County each month, with the exception of the player fee. Fees can be modified by the County with a thirty (30) day written notice. League agrees to pay the County:

9.1. The League will pay a fee of $20 per player, per season (spring, fall, all-stars, etc.).

9.2. $145 per occurrence to line a single soccer field with a minimum seven (7) working days' notice.

9.3. All invoiced fees are due within 30 days of receipt of the invoice. Past due payments are subject to late fees of three percent (3%) of the invoice total for every additional 30 days past due.

10. **Fiscal Operation and Financial Reporting.** League shall operate as a non-profit corporation under the laws of the State of Florida and shall not pay remuneration of any kind to its officers, directors, volunteers or any other person acting in an official capacity with any organization directly overseeing League's activities. League must establish and operate according to sound and acceptable accounting practices, must document all fees, revenues and expenses and must maintain adequate financial books and records which shall be submitted to the County upon request. The County shall have the right to audit the books and records and/or to request that an audit be performed and certified by a certified public accountant at the League's expense. League shall provide an annual written financial report to the County itemizing all its revenue and expenses, and provide documentation as to the number of participants (youth or adult, depending on the league) served during the past year. League shall submit annually to the County a copy of its IRS Form 990 that it submits to the United States Internal Revenue Service.

11. **Improvements and Modifications.** Improvements or modifications to any part of the Facilities (i.e. grounds, buildings, etc.) is strictly prohibited unless prior written authorization is first obtained from County.

12. **Access to Facilities.** The County maintains full access to the Facilities at all times.

13. **Liens.** The County's interest shall not be subject to liens for improvements made by League. League, at its expense, shall cause any lien filed against the real property of which the premises area part, for work or materials claimed to have been furnished to League, to be discharged of record within ten (10) days after notice thereof.

14. **Liability Insurance and Hold Harmless.**

14.1. To the fullest extent permitted by law, the League assumes full risk and responsibility for its utilization of County's Facilities shall indemnify and hold harmless the County from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from participants, spectators or any action of the League as a result of the League's activities, provided that such liability, claims, damages, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by acts or omissions of the League, anyone directly or indirectly affiliated by them or with them or anyone whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

14.2. League shall maintain during the entire term of this Agreement and all periods in which League is in possession of the Facilities, such commercial general liability insurance as will provide coverage for claims resulting in personal injury, bodily injury and or property damage, which may arise directly from the League's activity and use of the Facilities. The amount of insurance shall not be less than $1,000,000 per occurrence and $2,000,000in the aggregate. League shall be listed as Big Sun Youth Soccer League, Inc. on the Certificate of Insurance as the named insured. League shall ensure delivery of the certificate of insurance to the Marion County Parks & Recreation department at 111 SE 25th Ave, Ocala FL 34471 no less than thirty (30) days prior to the initial activities of the League for the current year. If insurance is not procured by League, the League will not be eligible to participate with any of the sport activities until proper insurance documentation is provided. The Certificate of Insurance must be issued by a company authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-, and evidencing the League has obtained, and paid all premiums for, insurance coverage required hereunder. Such certificates shall list Marion County, a political subdivision of the State of Florida, Board of County Commissioners, as an additional insured. League must provide to the County any notification of cancellation within ten (10) business days; and contain a severability of interest provision so that the County is treated as if a separate policy of insurance was in existence. These insurance requirements do not relieve or limit the liability of the League. The County does not represent that these types or amounts of insurance are sufficient or adequate to protect League interests or liabilities, but are merely minimums. Should the League desire insurance protecting its personal property from casualty or damage while on the Facilities, it will purchase such insurance, it being expressly understood that the County is not obligated to purchase any insurance. The insurance required of the League or any insurance of the League shall be considered primary, and any insurance or self-insurance of the County shall be considered excess, as may be applicable, to claims against the County, which may arise.

14.3. Proof of insurance is required prior to the start of each season (spring, fall, all-stars, etc.). League schedules will not be added to the County reservation system without receipt of insurance certificate.

15. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

If to County: Marion County Parks & Recreation
111 SE 25th Ave.
Ocala, FL 34471

15.1. If to League: Each such notice shall be deemed delivered: (a) on the dated delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by electronic transmission; and (c) on the date upon which the return receipt is signed and delivery is refused or the notice is designated by the postal authorities as not deliverable., as the case may be, if mailed.

15.2. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

16. Public Records Compliance.

16.1. If, under this Agreement, League is providing services and is acting on behalf of County as provided under Section 119.011(2), Florida Statutes, League shall:

A. Keep and maintain public records required by County to perform the service;

B. Upon request from County's custodian of records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following completion of this Agreement if League does not transfer the records to County; and,

D. Upon completion of this Agreement, transfer, at no cost, to County, all public records in possession of League or keep and maintain public records required by County to perform the service. If League transfers all public records to County upon completion of this Agreement, League shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If League keeps and maintains public records upon completion of this Agreement, League 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.

16.2 **If League has questions regarding the application of Chapter 119, Florida Statutes, to League's duty to provide public records relating to this Agreement, contact County's custodian of public records at:**

Office of Public Relations
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309
Email: publicrelations@marionfl.org

16.3. If League fails to provide the public records to County within a reasonable time, or otherwise fails to comply with this section, League may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by County.

17. **Governing Law.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

18. **Attorney's Fees.** If any legal action or other proceeding, including arbitration, is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, each party agrees to pay their own legal fees, court costs and expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

19. **Assignment.** This Agreement shall not be assigned by League without the prior written consent of the County.

20. **Remedy.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

21. **Exclusion.** Provisions contained in this Agreement which are contrary to, prohibited by or invalid under applicable laws or regulations, shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

22. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or

otherwise shall not be deemed to be a waiver or any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

23. **Rights to Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement, nor shall any provision give any third persons any right to subrogation or action over or against any part to this Agreement.

24. **Amendment.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by in writing making specific reference to this agreement signed by both parties.

25. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

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IN WITNESS THEREOF, the parties have entered into this Agreement on the date of the last signature below.

MARION COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

ATTEST:

Kathy Bryant, Chairman Date

Gregory C. Harrell, Clerk Date

APPROVED AS TO FORM:

For: 8/21/25

Matthew G. Minter, Date
County Attorney

WITNESS:

Big Sun Youth Soccer League, Inc.

8/20/2025

By: Date

Printed Name: Travis P. Barrineau

Title: Executive Board President

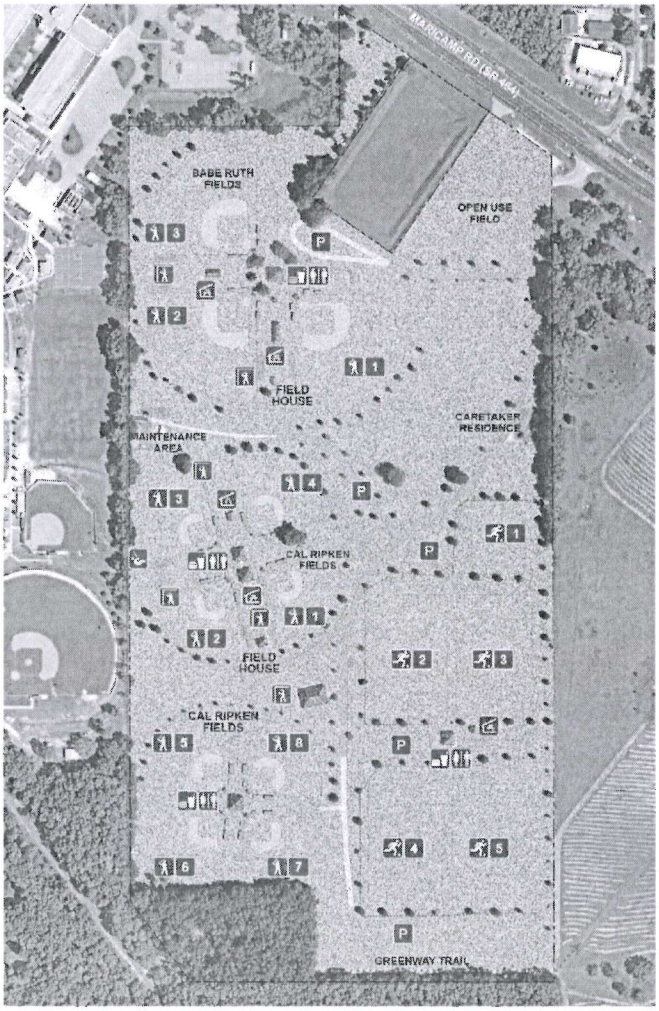
"EXHIBIT A"

Description of Facilities Included under Terms of Athletic Facility Agreement for use of Rotary Sportsplex, 5220 SE Maricamp Road, Ocala, FL 34480

1. Access drive and parking area(s)
2. 3 Soccer fields
3. 2 Synthetic Soccer fields
4. Common areas between soccer fields
5. Bleachers
6. Concession

Rotary Sportsplex

Provided by the Marion County Parks and Recreation Department for informational purposes. For more information, contact the Department at (352) 671-8560 or marioncountyfl.org/parks



Map Legend

- Baseball
- Soccer
- Restrooms
- Playground
- Concession
- Parking Area
- Batting Cage
- Pavilion

N W E S

Marion County Sheriff's Office (non-emergency line) (352) 732-9111
Marion County Parks and Recreation (352) 671-8560

"EXHIBIT B"

County Park Rules, Prohibitions and Signage Requirements for Athletic Facilities

Rules:

1. Facility will be left in the same condition or better after each use.
2. Concession and cooking areas will be cleaned after each use and kept in an orderly, safe and sanitary condition at all times.
3. Food vendors will only be permitted through the Marion County Parks & Recreation Department Mobile Food Vendor Application process.
4. Merchandise sales will only be permitted through the Marion County Parks & Recreation Department Commercial Park Pass process.
5. Parking is allowed in designated spaces only.
6. All goal posts and nets must be portable and wheeled onto synthetic fields. Dragging of equipment may damage turf and is not permissible.
7. Cleats on synthetic fields shall be plastic or rubber only and no longer than ¾ inch.
8. The use of certain beverages such as soda, juice, energy drinks, coffee, etc. should be limited to areas outside of the artificial turf.

Prohibitions:

1. Littering is strictly prohibited and will be enforced per County Ordinance 23-13. Litter includes, but is not limited to: garbage, glass bottles, plastic bottles, cigarette butts, wrappers, empty containers, waste/cooking oils, pet waste, etc.
2. The sale and/or consumption of alcohol is strictly prohibited.
3. Grills on athletic fields (including synthetic turf) are prohibited.
4. Marking, painting and or/taping synthetic fields is prohibited.
5. The sale and/or use of ANY tobacco product is prohibited. Use of tobacco products is only allowed within designated areas only
6. Overnight parking is prohibited.
7. Swearing, foul language, obscene gestures and fighting is prohibited.
8. Item prohibited on synthetic turf fields: glass containers, equipment with sharp/narrow legs (flags, shade structures, tents, stakes, umbrellas, etc.), metal cleats, vehicles of any type, dogs or other pets.

Signage Requirements:

1. Only sponsorship banners will be permitted at the Facility.
2. Signage fasteners must be cut to length; no excess hanging/protruding material.
3. Signs must not be any larger than 5' x 3' without prior written consent of the Department.
4. Signage that depicts political messaging, adult content, alcohol or tobacco products are prohibited.
5. Signs that become faded, tattered or otherwise unpresentable in appearance shall be removed.

Synthetic Turf Rules, Prohibitions and Requirements

Rules:

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20318 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.6.1.

SUBJECT:
Request Approval of Bid Award: 25B-137 CR 316 Widening and Resurface Project - Art Walker Construction, Inc. Ocala, FL (Budget Impact - Neutral; expenditure of $1,799,316)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement advertised a bid to hire a qualified contractor to widen and resurface CR 316 (from NE 180th Avenue Road to NE 152nd Court). The work shall include, but not be limited to, overlaying the existing pavement, constructing side streets and driveway aprons, sodding shoulders, and new pavement markings. Four (4) submittals were received, and the tabulation is below:

Firm- *Location*	Bid Total
Art Walker Construction, Inc. - *Ocala, FL*	$ 1,799,315.99
Superior Asphalt, Inc. - *Oneco, FL*	$ 1,814,001.00
Anderson Columbia Co, Inc. - *Ocala, FL*	$ 1,814,434.50
C. W. Roberts Contracting, Inc. - *Wildwood, FL*	$ 2,042,042.00

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 Legal, the Clerk, and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $1,799,316. 10% contingency will be added to the purchase order in accordance with the Procurement Manual. Funding is from BO762541-563220 ($899,658) (2nd Local Option Fuel Tax), and BM761541-563221 ($899,658) (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 25B-137.

STANDARD FIXED PRICE AGREEMENT
BETWEEN COUNTY AND CONTRACTOR

This Standard Fixed Price Contract Between County and Contractor (this "Agreement"), made by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as the "COUNTY") and **Art Walker Construction, Inc.**, located at 2889 NW 63rd St., Ocala, FL 34475, possessing FEIN# 59-3417034, (hereinafter referred to as the "CONTRACTOR") under seal for **CR 316 Widening & Resurface Project** (hereinafter referred to as the "Project"). COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

SECTION 1
THIS AGREEMENT AND THE CONTRACT DOCUMENTS

A. EFFECTIVE DATE

The agreement between COUNTY and CONTRACTOR, of which this Agreement is a part, consists of the Contract Documents defined herein. This Agreement shall be effective on the last signature date set forth below.

B. THE CONTRACT DOCUMENTS

1. The Contract Documents are defined as this Agreement with all its special terms and conditions, if any, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid # 25B-137 - CR 316 Widening & Resurface Project, the Offer, Project Bid Scope and/or Specifications, Plans and drawings, Any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed

2. CONTRACTOR acknowledges receipt of a copy of each and every Contract Document.

3. The Contract Documents, and each item therein, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

4. Should any conflict arise between the contract documents and this Agreement, the terms of this Agreement shall govern.

C. ENTIRE AGREEMENT

The Contract Documents form the entire integrated agreement between the Parties for the Project that supersedes prior negotiations, representations or agreements either written or oral. This Agreement may be amended or modified only by a writing.

D. THE PRICE

COUNTY shall pay, and CONTRACTOR shall accept, as full and complete payment for all of the Work required and defined herein, the sum of **One Million, Seven Hundred Ninety Nine Thousand, Three Hundred and Sixteen Dollars and Zero Cents ($1,799,316.00) based on unit pricing set forth in the Schedule of Values, Exhibit B, hereto,** (the "Price"). The Price shall not be modified except by Change Order as provided in this Agreement.

E. NO PRIVITY WITH OTHERS

Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between COUNTY and any other person or entity other than CONTRACTOR.

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F. INTENT AND INTERPRETATION

1. The intent of this Agreement is to require complete, correct and timely execution of the Work. Any Work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by CONTRACTOR for the Price.
2. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by this Agreement.
3. When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
4. The words "include," "includes," or "including," as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation."
5. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement.
6. Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context or their usage clearly requires a contrary meaning.
7. CONTRACTOR shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to COUNTY of any inconsistency, ambiguity, error or omission which CONTRACTOR may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by COUNTY, or the Architect and/or Engineer, of the Contract Documents, Shop Drawings or Product Data, shall not relieve CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of CONTRACTOR's compliance with this Agreement.
8. COUNTY has requested the Architect and/or Engineer to prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, CONTRACTOR acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that CONTRACTOR has not, does not, and will not rely upon any representation or warranties by COUNTY concerning such documents as no such representation or warranties have been or are hereby made.
9. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
10. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control CONTRACTOR in dividing the Work or in establishing the extent or scope of the Work to be performed by subcontractors defined herein.

G. OWNER OF CONTRACT DOCUMENTS

The Contract Documents, and each of them, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

SECTION 2
THE WORK

A. Definition of "Work."

The term "Work" shall mean whatever is done by or required of CONTRACTOR to perform and complete its duties under the Contract Documents, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures,

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appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement.

B. The Work to be performed by CONTRACTOR is generally described in 25B-137CR 316 Widening & Resurface Project, ACCORDING TO THE PLANS AND SPECIFICATIONS FURNISHED BY COUNTY.

SECTION 3
TIME

A. Time is of The Essence.
All limitations of time set forth in the Contract Documents are of the essence for all performance obligations in this Agreement.

SECTION 4
SUBSTANTIAL COMPLETION

A. Definition of "Substantial Completion."
"Substantial Completion" shall mean the stage in the progression of the Work when Work is sufficiently complete, in accordance with this Agreement, that COUNTY can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

B. Punch List.
When CONTRACTOR believes that the Work is substantially complete, CONTRACTOR shall submit to the Architect and/or Engineer a list of items to be completed or corrected ("Punch List Items").

C. Certificate of Substantial Completion.
When the Architect and/or Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of COUNTY and CONTRACTOR for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which CONTRACTOR shall complete the items listed therein.

D. Payment at Substantial Completion.
The Certificate of Substantial Completion shall be submitted to COUNTY and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such certificate. Upon such acceptance, Substantial Completion of the Work and execution by both COUNTY and CONTRACTOR of the Certificate of Substantial Completion, COUNTY shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to one hundred percent (100%) of the Price less one hundred percent (100%) of the reasonable cost as determined by COUNTY and the Architect and/or Engineer for completing all incomplete Work, correcting and bring into conformance all defective and nonconforming Work, and handling all unsettled claims.

E. Time and Liquidated Damages.

1. CONTRACTOR shall commence Work on the start date set forth in the NOTICE TO PROCEED (the "Start Date"). CONTRACTOR shall be issued the NOTICE TO PROCEED AFTER ALL CONTRACT DOCUMENTS ARE FILED AND RECORDED TO COUNTY'S SATISFACTION AND PERMITS ISSUED. CONTRACTOR shall achieve Substantial Completion of the Work **no later than 135 calendar days** from the Start Date and measured by calendar days. The number of calendar days from the Start Date through the date set forth for Substantial Completion, shall constitute the "Time."
2. Failure to complete Work within the Time will cause the charge of liquidated damages per calendar day of delay. At the Pre-Construction Conference, CONTRACTOR shall submit a schedule for performing the Work. The schedule shall be within the Time allotted for this Project and shall include tentative dates of performance. Time shall begin from the Start Date noted on the Notice to Proceed.

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3. When COUNTY reasonably believes that Substantial Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due CONTRACTOR an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays. If and when CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

SECTION 5
FINAL COMPLETION

A. Definition of "Final Completion."

Final Completion is defined as having all Work completed, all Punch List Items corrected, final inspection completed and accepted by COUNTY. CONTRACTOR shall achieve Final Completion no later than **45** calendar days from the start date noted on the Notice to Proceed.

B. Certificate for Payment.

When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

C. Time and Liquidated Damages.

1. CONTRACTOR or CONTRACTOR's surety, if any, shall pay COUNTY liquidated damages; the sum of **$1685** per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by COUNTY.
2. When COUNTY reasonably believes that Final Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due CONTRACTOR, an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays, if any. When CONTRACTOR overcomes the delay in achieving Final Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

D. Final Payment.

CONTRACTOR shall not be entitled to final payment until this Agreement is closed out requiring completion by CONTRACTOR and acceptance by COUNTY of the Work and all corrected Punch List Items; Final Inspection completed; and COUNTY's receipt of the following: CONTRACTOR's final Application for Payment requesting release of retainage (if any); CONTRACTOR's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which COUNTY, or COUNTY's property might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

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SECTION 6
INSURANCE

A. No Waiver.

Neither approval by COUNTY, nor failure to disapprove by COUNTY, the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for the performance of any obligation, including CONTRACTOR's indemnification of COUNTY under this Agreement.

B. Insurance.

Until Project completion and all Work accepted by COUNTY, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

1. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**
   Coverage to apply for all employees at STATUTORY Limits in compliance with applicable State and Federal laws.
   - Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
   - CONTRACTOR, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
   - COUNTY requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.
2. **COMMERCIAL GENERAL LIABILITY**
   Coverage must be afforded under a Commercial General Liability policy with limits not less than
   - $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
   - $2,000,000 each occurrence for Products and Completed Operations
3. **BUSINESS AUTOMOBILE LIABILITY**
   Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.
   - In the event CONTRACTOR does not own vehicles, CONTRACTOR shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

SECTION 7
RETAINAGE

A. Retainage amounts for construction services shall be in accordance with Section 218.735, F.S.

B. For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

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C. This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. Retainage shall be retained until final payment is issued to CONTRACTOR by COUNTY.

SECTION 8
PAYMENT OF THE AGREEMENT PRICE

A. PAYMENT PROCEDURE

COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

1. **Application for Payment.**
   a. **When; Frequency.**
   After commencement of the Work, and in no event more than once per calendar month, CONTRACTOR shall submit an Application for Payment.
   b. **Requirements.** Each Application for Payment must be:
      1) For the current work period ending the last working day of the month;
      2) Received by the Architect and/or Engineer no later than the first calendar day of the following month; and
      3) In such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require.
      4) Executed on behalf of CONTRACTOR by its Superintendent designated in Section "16(O)(2)" below.
   c. **Include; Exclude.** The Application for Payment may request payment for:
      1) That portion of the Agreement Price properly allocable to Agreement requirements including duly provided, labor, materials and equipment correctly incorporated in the Work;
      2) Plus, that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work; and
      3) Less, the total amount of previous payments received from COUNTY.
2. **Warranties.**
   a. **As to Title.** CONTRACTOR warrants that:
      1) Title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment; and
      2) All Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.
   b. **As to the Work.** In its Application for Payment, CONTRACTOR warrants that:
      1) The Work has progressed to the level for which payment is requested in accordance with the Schedule of Values **(Exhibit B)**;
      2) The Work has been properly installed or performed in full accordance with this Agreement; and
      3) CONTRACTOR knows of no reason why payment should not be made as requested.
3. **Review.**
   Thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

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4. **Certificate for Payment.** When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR, through its Superintendent designated in Section "16(O)(2)" below, shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Agreement Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

B. Payment; Payment Amount.

1. Following the Architect's and/or Engineers receipt of each Application for Payment, COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act (the "Prompt Payment Act"), Sections 218.70-218.80, Florida Statutes (hereinafter "F.S."). Should CONTRACTOR'S construction services be paid for, in whole or in part, with Federal funds, COUNTY'S progress payments shall be subject to Federal grantor laws and regulations or requirements, if contrary to the Prompt Payment Act.
2. Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance.
3. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.

C. No Waiver.

1. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment is not a waiver and shall not preclude COUNTY from the exercise of any of its rights as set forth herein.
2. No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.
3. Neither COUNTY's review, approval, acceptance or, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and shall remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

D. Payment of Subcontractors.

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

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E. Withheld Payment.

COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

1. Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;
2. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
3. Failure by CONTRACTOR to pay subcontractors or others in a timely and proper fashion;
4. Evidence that the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Agreement Price;
5. Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
6. Persistent failure to carry out the Work in accordance with the Contract Documents; or
7. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

F. Demand For Amounts Previously Paid.

In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY as contemplated in this Subsection, CONTRACTOR shall promptly comply with such demand.

G. Unexcused Failure To Pay.

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may, after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

SECTION 9
COUNTY

A. Information, Services and Items Required From County.

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. Right to Stop Work.

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order. Failure or refusal to perform the

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Work in accordance with this Agreement of failure to obey an order of COUNTY shall be deemed a material breach for which COUNTY may immediately terminate this Agreement.

D. Right to Perform Work.
If CONTRACTOR's Work is stopped by COUNTY, and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate written assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, COUNTY may thereafter, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

SECTION 10
CONTRACTOR

A. CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in it services.

B. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the Parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an Independent Contractor with respect to all services performed under this Agreement.

C. CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

D. CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

E. CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

F. Warranty.
CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

G. Permits and Fees.
CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

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H. Funding Source/ Labor.

1. If construction under this Agreement is funded by State funds, CONTRACTOR shall:
   a. Give preference to the employment of State residents for the performance of the Work on the Project if State residents have substantially equal qualifications to those of nonresidents, and
   b. Post its employment needs in the job bank of the Florida Department of Economic Opportunity.
2. If the Work involves the expenditure of Federal aid funds, this Section shall not be enforced in such a manner as to conflict with or be contrary to Federal law:
   a. Prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or
   b. Prohibiting as unlawful any other preference or discrimination among U.S. citizens.

I. Indemnity.

1. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its elected officials, officers, employees, and agents, from and against any fines, suits, claims, demands, penalties, liabilities, losses, settlements, judgments, awards, and expenses, including reasonable attorney's fees and costs (and reasonable attorney's fees and costs on appeal), and damages (including but not limited to actual and consequential damages), which COUNTY, its elected officials, officers, employees, and agents may sustain, or which may be asserted against them, arising out of or allegedly arising out of or related to the activities contemplated by this Agreement, including, without limitation, harm or personal injury to third persons, to the extent attributable to the actions of CONTRACTOR, its agents and/or employees as well as any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by CONTRACTOR, its agents, and/or employees.
2. In claims against any person or entity indemnified under this Section by an employee of CONTRACTOR, a subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount of type or damages, compensation or benefits payable by or for CONTRACTOR or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This section shall survive the termination of this Agreement.

SECTION 11
CONTRACT ADMINISTRATION

A. The Architect and/or Engineer.

Doug Hinton is COUNTY's referenced "Architect and/or Engineer." In the event COUNTY should find it necessary or convenient to replace the Architect and/or Engineer, COUNTY shall retain a replacement and the status of the replacement shall be that of the former Architect and/or Engineer.

B. Architect and/or Engineer Administration.

1. The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until the date Architect and/or Engineer issues a final Certificate for Payment. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents
2. COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.
3. The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.
4. The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR, those amounts then due CONTRACTOR as provided in this Agreement.
5. The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with the Contract Documents.

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6. The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
7. The Architect and/or Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
8. The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of Contract Documents.
9. The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

C. Claims by CONTRACTOR.

1. All CONTRACTOR claims shall be initiated by written notice and claim sent to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
2. Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with Contract Documents. The resolution of any claim under this Subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

D. Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in Contract Documents, be encountered, the Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must give COUNTY and the Architect and/or Engineer written notice and claim as provided in this Subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

E. Claims for Additional Cost – If CONTRACTOR wishes to make a claim for an increase in the Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1. In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including subcontractors, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

F. Claims for Additional Time – If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after

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the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this Subsection, any claim for extension of time shall be waived.

SECTION 12
SUBCONTRACTORS

A. Definition.

A subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. Award of Subcontractors.

1. Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.
2. All subcontracts shall afford CONTRACTOR rights against the subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein, including those rights afforded to COUNTY.

SECTION 13
CHANGES IN THE WORK

A. Changes Permitted.

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Field Order or by Change Order.

B. Field Orders.

The Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Price or in Agreement Time and not inconsistent with the intent of this Agreement. Such changes shall be signed by CONTRACTOR's Superintendent designated in Section "16(O)(2)" below, and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

C. "Change Order" Defined.

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Price or the Time, or any combination thereof. The Price and the Time may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners. Every Change Order shall be executed on behalf of CONTRACTOR only by that individual signing this Agreement on behalf of CONTRACTOR.

D. Changes in the Unit Prices.

1. If unit prices are provided for in this Agreement, any changes in the unit prices, as set forth on Exhibit A, resulting from a Change Order, shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the unit prices being set forth in the Change Order, (2) such change in the unit prices, together with any conditions or requirements related thereto, being initialed by both Parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

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2. If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the unit prices, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.
3. If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

E. Effect of Executed Change Order.

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Price, Time and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

F. Notice of Surety; Consent.

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to COUNTY a rider to the original bond as provided by the surety.

SECTION 14
UNCOVERING AND CORRECTING WORK

A. Uncovering Work.

If any of the Work is covered contrary to the Architect and/or Engineer's request or to any provisions of the Contract Documents, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Time.

B. Correct Work.

1. Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Time for completion.
2. CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to the Contract Documents. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional

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testing and inspections, and reimbursement to COUNTY for the Architect and/or Engineer's services and expenses made necessary thereby.

C. Warranty.

If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. One Year Duty.

Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under the Contract Documents. Establishment of the one year time period relates only to the duty of CONTRACTOR to specifically correct the Work.

E. County May Accept Defective or Nonconforming Work.

If COUNTY chooses to accept defective or nonconforming Work, COUNTY may do so. In such event, the Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Price, if any, is insufficient to compensate COUNTY for its acceptance of defective or nonconforming Work, CONTRACTOR shall, upon written demand from COUNTY, pay COUNTY such remaining compensation for accepting defective or nonconforming Work.

SECTION 15
AGREEMENT TERMINATION

A. TERMINATION.

Either Party, upon determination that the other Party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting Party in the manner specified for the giving of notices herein. Termination of this Agreement by either Party for any reason shall have no effect upon the rights or duties accruing to the Parties prior to termination.

1. Termination by COUNTY For Cause.

a. If CONTRACTOR persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Agreement, then COUNTY may provide written notice to CONTRACTOR, without prejudice to any other right or remedy, terminate the employment of CONTRACTOR and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR any may finish the Work by whatever methods it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

b. In the event the employment of CONTRACTOR is terminated by COUNTY for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the referenced provisions shall apply.

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c. COUNTY has the right to reject participation in this Agreement from anyone who has had previous business with COUNTY and therein failed to comply with the contract governing the project, who has been in litigation with COUNTY, or who has failed to obey the laws.

2. **Termination by COUNTY For Convenience**
   a. COUNTY reserves the right to terminate performance under this Agreement by CONTRACTOR for convenience. COUNTY shall give written notice of such termination to CONTRACTOR to specify when termination becomes effective.
   b. CONTRACTOR shall incur no further obligations in connection with the Work and CONTRACTOR shall stop Work when such termination becomes effective. CONTRACTOR shall also terminate outstanding orders and subcontractors. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and/orders. COUNTY may direct CONTRACTOR to assign CONTRACTOR's right, title and interest under terminated orders or subcontracts to COUNTY or its designee.
   c. CONTRACTOR shall transfer title and deliver to COUNTY such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as CONTRACTOR may have.
   d. CONTRACTOR shall submit a termination claim to COUNTY and the Architect and/or Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect and/or Engineer. If CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, COUNTY shall pay CONTRACTOR, an amount derived in accordance with the Subsection below.
   e. COUNTY and CONTRACTOR may agree to the compensation, if any, due to CONTRACTOR hereunder.
   f. Absent agreement to the amount due to CONTRACTOR, COUNTY shall pay CONTRACTOR the following amounts:
      (1) Contract prices for labor, materials, equipment and other services accepted under this Agreement.
      (2) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating CONTRACTOR's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that CONTRACTOR would have not profited or would have sustained a loss if the entirety of this Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rated of loss, if any.
      (3) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof. This total sum to be paid CONTRACTOR shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

3. **For Loss of Funding/Cancellation for Unappropriated Funds.**
CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Consequently, any agreement, verbal or written, COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. COUNTY may enter into agreements whose duration exceeds one year, however any such agreement shall be executory only for the value of the services to be rendered which COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, COUNTY's performance and obligation to pay CONTRACTOR under this Agreement is contingent upon annual appropriations being made for that purpose. If during the term of this Agreement COUNTY does not make an annual appropriation necessary to continue its performance under this Agreement, then this Agreement shall terminate upon the expiration date. The Parties will execute an amendment to this Agreement that confirms any termination required by this Section.

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SECTION 16
MISCELLANEOUS

A. LAW, VENUE, WAIVER OF JURY TRIAL, ATTORNEY'S FEES.

This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for State or Federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the Parties consent to trial by the court and waive right to jury trial, (3) the prevailing Party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of this Agreement.

B. SUCCESSORS AND ASSIGNS.

COUNTY and CONTRACTOR bind themselves, their successors, assigns and legal representatives to the other Party hereto and to successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in this Agreement. CONTRACTOR shall not assign this Agreement without written consent of COUNTY and only with a document of equal dignity herewith.

C. SURETY BONDS.

CONTRACTOR shall, if required, acquire, record with the County Clerk, and furnish separate payment and performance bonds to COUNTY. Each bond shall set forth a penal sum in an amount not less than the Price. Each bond furnished by CONTRACTOR shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. In the event the Price is adjusted by Change Order executed by CONTRACTOR, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The payment and performance bonds furnished by CONTRACTOR shall be in a form suitable to COUNTY and shall be executed by a surety, or sureties, reasonably suitable to COUNTY, and shall be filed with the County's Clerk of Court.

D. DAMAGE TO PROPERTY.

CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

E. USE OF OTHER CONTRACTS.

COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or County governmental agency, school board, community college/State university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation and/or this Agreement if it is in the best interest of COUNTY.

F. EMPLOYEE ELIGIBILITY VERIFICATION.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

2. Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

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3. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this Subsection and agrees:
   (a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
   (b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
   (c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
   (d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
   (e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
   (f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
   (g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
   (h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Subsection.
   (i) Any such termination under this Subsection is not a breach of this Agreement and may not be considered as such.
   (j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
   (k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

G. FORCE MAJEURE.

Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), war, riot, or insurrection, inability to obtain required permits or licenses, acts of God, hurricanes and severe floods, epidemics and pandemics.

H. COUNTERPARTS.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such

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facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

I. AUTHORITY TO OBLIGATE.

1. The individual signing below is:
   a. An officer or member of CONTRACTOR verifiable on https://dos.myflorida.com/ sunbiz/ or
   b. Has, in advance, provided a form of written authority to bind CONTRACTOR in a form acceptable to COUNTY and signed by a representative of CONTRACTOR as described in Section "I(1)(a)" above.
2. The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing and to sign all documents referenced in this Agreement on behalf of CONTRACTOR.

J. PUBLIC RECORDS COMPLIANCE.

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
   1. Keep and maintain public records required by COUNTY to perform the Work;
   2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
   4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 F.S. and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of this Agreement.

K. CONTRACTOR CONDUCT.

1. These Guidelines govern CONTRACTOR while doing work on COUNTY's property, as well as its employees, agents, consultants, and others on COUNTY's property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

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a. Courtesy and Respect: COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
b. Language and Behavior: CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY's property is not permitted under any circumstance.
c. No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY's property and/or reported to law enforcement.
d. Smoking: CONTRACTOR and its employees are not permitted to smoke in or near COUNTY's buildings.
e. Fraternization: CONTRACTOR and its employees may not fraternize or socialize with COUNTY's staff.
f. Appearance: CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
g. Reporting: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, should be reported to COUNTY's Procurement Services Department immediately.

2. CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will takes all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY's property and prohibited actions could result in the immediate termination of any or all contracts or agreements CONTRACTOR has with COUNTY.

L. SCRUTINIZED COMPANIES.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
   b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
   b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S., or
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:

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a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
c. Been engaged in business operations in Cuba or Syria; or
d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

M. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

N. ON-GOING COMPLIANCE

The Parties acknowledge that this Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this Agreement. The Parties understand and agree that this Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

O. SUPERVISION.

1. CONTRACTOR shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from CONTRACTOR to the contrary, the superintendent shall be deemed CONTRACTOR's authorized representative at the site and shall be authorized to receive and accept any and all communications from COUNTY or the Architect and/or Engineer.

2. Key supervisory personnel assigned by CONTRACTOR to this Project are as follows:

	Project Manager

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	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: Art Walker Construction , Inc.
2889 NW 63rd St., Ocala, FL 34475
CONTACT PERSON: Tarrah Walker | Phone: 352-629-1466

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

2. Election to Solely Receive Notice by Email.
Alternatively, the Parties may elect to receive said notices by e-mail.

a. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org.

b. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with such method, CONTRACTOR may designate up to two (2) e-mail addresses. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.
office@artwalkerconstruction.com and timlusher@artwalkerconstruction.com.

{Signature Page Follows}

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IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
CLERK OF COURT

FOR RELIANCE BY MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER,
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED:
September 3, 2025
25B-137 | CR 316 Widening & Resurface Project

****

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS

SIGNATURE

PRINTED NAME

ART WALKER CONSTRUCTION , INC.

BY: DATE

PRINTED:

ITS: (TITLE)

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25B-137
EXHIBIT A- SCOPE OF WORK

1. SCOPE OF WORK: CONTRACTOR is to complete a lowest bid technically acceptable resurfacing project for CR 316 (from NE 180th AVE RD to NE 152nd CT). Generally, the work includes:
   - 1.1 Milling the existing pavement
   - 1.2 Widening the existing pavement shoulders
   - 1.3 Overlaying the existing pavement
   - 1.4 Constructing side street and driveway aprons
   - 1.5 Sodding the shoulders
   - 1.6 Restriping the pavement markings
   - 1.7 Raising the existing guardrail
   - 1.8 Removing the existing end treatments
   - 1.9 Installing new end treatments

2. Contract Time, Schedule and Liquidated Damages: The total contract time for these projects is 180 calendar days (including approximately 45 days from substantial completion to project closeout), including COUNTY observed holidays. No work is permitted during COUNTY holidays unless it is approved by the COUNTY, forty-eight (48) hours in advance. Failure to achieve Final Completion within the allotted contract time will cause the charge of liquidated damages against the CONTRACTOR at the daily rate established in this provision. 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. The Notice to Proceed will not be issued until all required documentation is received by the COUNTY. The successful bidder shall start work on this project within 15 calendar days after a Notice to Proceed.

   FY2025-26 FDOT Specifications Book
   8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

   Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$299,999 and under	$904
$300,000 but less than $2,000,000	$1,685
$2,000,000 but less than $5,000,000	$2,667
$5,000,000 but less than $10,000,000	$3,813
$10,000,000 but less than $20,000,000	$5,021
$20,000,000 but less than $40,000,000	$7,442
$40,000,000 and over	$10,224 plus 0.00005 of any amount over $40 million (Round to nearest whole dollar)

3. Asphalt Adjustment: There will be allowances for an increase to the cost of liquid asphalt.

4. Construction work for CR 316 shall begin at the joint along the bridge abutment on the eastern end of the Eureka Bridge and end approximately 73 feet east of the intersection of CR 316 and NE 180th AVE RD.

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5. CONTRACTOR shall ensure that the existing stormwater drainage patterns are maintained.

6. CONTRACTOR to ensure that ponding does not occur at side road aprons. Adjust asphalt thickness and/or grade shoulders to ensure that water drains off the roadway.

7. CONTRACTOR shall re-set all survey monuments existing within the roadway.

8. As-Builts are required and shall show survey monuments as being re-set.

END OF SCOPE OF WORK

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Status	#	Description	QTY	Unit	Unit Price	Total Bid
Success: All values provided	#0-1	MOBILIZATION AND SPECIAL PROVISIONS	1	LS	$ 215,409.96	$ 215,409.96
Success: All values provided	#0-2	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	1	LS	$ 6,050.00	$ 6,050.00
Success: All values provided	#0-3	CONSTRUCTION LAYOUT	1	LS	$ 20,960.50	$ 20,960.50
Success: All values provided	#0-4	MAINTENANCE OF TRAFFIC	1	LS	$ 123,112.00	$ 123,112.00
Success: All values provided	#0-5	CLEARING AND GRUBBING	1	LS	$ 17,600.00	$ 17,600.00
Success: All values provided	#0-6	EARTHWORK	1	LS	$ 114,798.20	$ 114,798.20
Basket Total					$ 497,930.66	$ 497,930.66

ROADWAY

Success: All values provided	#1-1	FC-9.5 FRICTION COURSE (TRAFFIC C)(PG 76-22)(1.0")(110LBS/SY)	1900	TN	$ 160.86	$ 305,634.00
Success: All values provided	#1-2	SP-12.5 STRUCTURAL LEVELING COURSE (TRAFFIC C)(PG 58-22)(1.5")(SPREAD RATE = 165LBS/SY)	2850	TN	$ 145.17	$ 413,734.50

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Success: All values provided	#1-3	SP-12.5 STRUCTURAL WIDENING COURSE (TRAFFIC C)(PG 58-22)(1.5")(165LBS/SY)(2' WIDTH)	374	TN	$ 213.19	$ 79,733.06
Success: All values provided	#1-4	SP-12.5 STRUCTURAL SAFETY EDGE (TRAFFIC C)(PG 58-22)	374	TN	$ 143.87	$ 53,807.38
Success: All values provided	#1-5	ADHESIVE PAVEMENT MEMBRANE (PETROTACH OR EQUIVALENT)(12" WIDTH)	20400	LF	$ 2.07	$ 42,228.00
Success: All values provided	#1-6	MILLING TO A DEPTH OF 2.5"	1220	SY	$ 16.59	$ 20,239.80
Success: All values provided	#1-7	12" LIMEROCK BASE (LBR 100) (2.5' WIDTH)	6800	SY	$ 18.94	$ 128,792.00
Success: All values provided	#1-8	6" STABILIZED SHOULDER (LBR 40) (4' WIDTH)	9100	SY	$ 2.75	$ 25,025.00
Basket Total					$ 703.44	$ 1,069,193.74

DRIVEWAYS & SIDE STREETS

Success: All values provided	#2-1	SIDE ROAD APRONS (EXISTING) (2): FC-9.5 FRICTION COURSE (TRAFFIC C)(PG 76-22)(1.0")(110LBS/SY)	50	TN	$ 275.91	$ 13,795.50
Success: All values provided	#2-2	SIDE ROAD APRONS (NEW) (3): FC-9.5 FRICTION COURSE (TRAFFIC C)(PG 76-22)(1.0")(110LBS/SY)	37	TN	$ 275.91	$ 10,208.67

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Success: All values provided	#2-3	6" LIMEROCK BASE (LBR 100)	680	SY	$ 33.78	$ 22,970.40
Success: All values provided	#2-4	ASPH DRIVEWAY APRONS (3): FC-9.5 FRICTION COURSE (TRAFFIC C)(PG 76-22)(1.0")(110LBS/SY)	2	TN	$ 1,650.00	$ 3,300.00
Success: All values provided	#2-5	6" LIMEROCK BASE (LBR 100)	30	SY	$ 94.28	$ 2,828.40
Basket Total					$ 2,329.88	$ 53,102.97

ROADSIDE SOD

Success: All values provided	#3-1	BAHIA OR MATCH EXISTING	9050	SY	$ 5.50	$ 49,775.00
Basket Total					$ 5.50	$ 49,775.00

SILT FENCE

Success: All values provided	#4-1	STAKED, TYPE III	20364	LF	$ 0.39	$ 7,941.96
Basket Total					$ 0.39	$ 7,941.96

MOWING

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Success: All values provided	#5-1	MOWING	4	ACRE	$ 275.00	$ 1,100.00
Basket Total					$ 275.00	$ 1,100.00

GUARDRAIL

Success: All values provided	#6-1	REMOVAL AND RESETTING OF EXISTING GUARDRAIL	800	LF	$ 19.91	$ 15,928.00
Success: All values provided	#6-2	REMOVAL OF EXISTING GUARDRAIL	50	LF	$ 10.40	$ 520.00
Success: All values provided	#6-3	INSTALL NEW GUARDRAIL, TL-3 GENERAL	100	LF	$ 56.87	$ 5,687.00
Success: All values provided	#6-4	GUARDRAIL END TREATMENT, PARRALLEL APPROACH TERMINAL	1	EA	$ 8,516.44	$ 8,516.44
Success: All values provided	#6-5	GUARDRAIL END TREATMENT, TRAILING ANCHORAGE	1	EA	$ 8,516.44	$ 8,516.44
Success: All values provided	#6-6	MISC. PAVEMENT FOR GUARDRAIL	2	TON	$ 1,650.00	$ 3,300.00
Basket Total					$ 18,770.06	$ 42,467.88

PAVEMENT MARKINGS- TEMPORARY STRIPING PAINT

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Success: All values provided	#7-1	PAINTED PAVEMENT MARKING (YELLOW 6" STRIPES SOLID)	2.975	GM	$ 1,742.40	$ 5,183.64
Success: All values provided	#7-2	PAINTED PAVEMENT MARKING (YELLOW 6" STRIPE 10-30 SKIP)	0.794	GM	$ 1,161.60	$ 922.31
Success: All values provided	#7-3	PAINTED PAVEMENT MARKING (WHITE 6" EDGE LINE SOLID)	3.852	GM	$ 1,742.40	$ 6,711.72
Success: All values provided	#7-4	PAINTED PAVEMENT MARKING (YELLOW 18" GORE LINE SOLID)	159	LF	$ 2.75	$ 437.25
Success: All values provided	#7-5	PAINTED PAVEMENT MARKING (WHITE 24" STOP BAR)	165	LF	$ 3.30	$ 544.50
Success: All values provided	#7-6	THERMOPLASTIC PAVEMENT MARKING (LEFT TURN ARROW)	3	EA	$ 38.50	$ 115.50
Basket Total					$ 4,690.95	$ 13,914.93

PAVEMENT MARKINGS- PERMANENT STRIPING THERMOPLASTIC

Success: All values provided	#8-1	THERMOPLASTIC PAVEMENT MARKING (YELLOW 6" STRIPES SOLID)	2.975	GM	$ 6,388.80	$ 19,006.68
Success: All values provided	#8-2	THERMOPLASTIC PAVEMENT MARKING (YELLOW 6" STRIPE 10-30 SKIP)	0.794	GM	$ 2,904.00	$ 2,305.78

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Success: All values provided	#8-3	THERMOPLASTIC PAVEMENT MARKING (WHITE 6" EDGE LINE SOLID)	3.852	GM	$ 6,388.80	$ 24,609.66
Success: All values provided	#8-4	THERMOPLASTIC PAVEMENT MARKING (YELLOW 18" GORE LINE SOLID)	159	LF	$ 5.50	$ 874.50
Success: All values provided	#8-5	THERMOPLASTIC PAVEMENT MARKING (WHITE 24" STOP BAR)	165	LF	$ 6.60	$ 1,089.00
Success: All values provided	#8-6	THERMOPLASTIC PAVEMENT MARKING (LEFT TURN ARROW)	3	EA	$ 93.50	$ 280.50
Basket Total					$ 15,787.20	$ 48,166.11

PAVEMENT MARKINGS- REFLECTIVE PAVEMENT MARKERS

Success: All values provided	#9-1	BI-DIRECTIONAL AMBER/AMBER	500	EA	$ 4.68	$ 2,340.00
Success: All values provided	#9-2	MONO DIRECTIONAL AMBER	50	EA	$ 4.68	$ 234.00
Success: All values provided	#9-3	WHITE/RED	13	EA	$ 4.68	$ 60.84
Basket Total					$ 14.04	$ 2,634.84

SIGN REMOVAL AND REPLACMENT

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Success: All values provided	#10-1	SIGN REMOVAL AND REPLACEMENT	1	LS	$ 1,650.00	$ 1,650.00
Basket Total					$ 1,650.00	$ 1,650.00

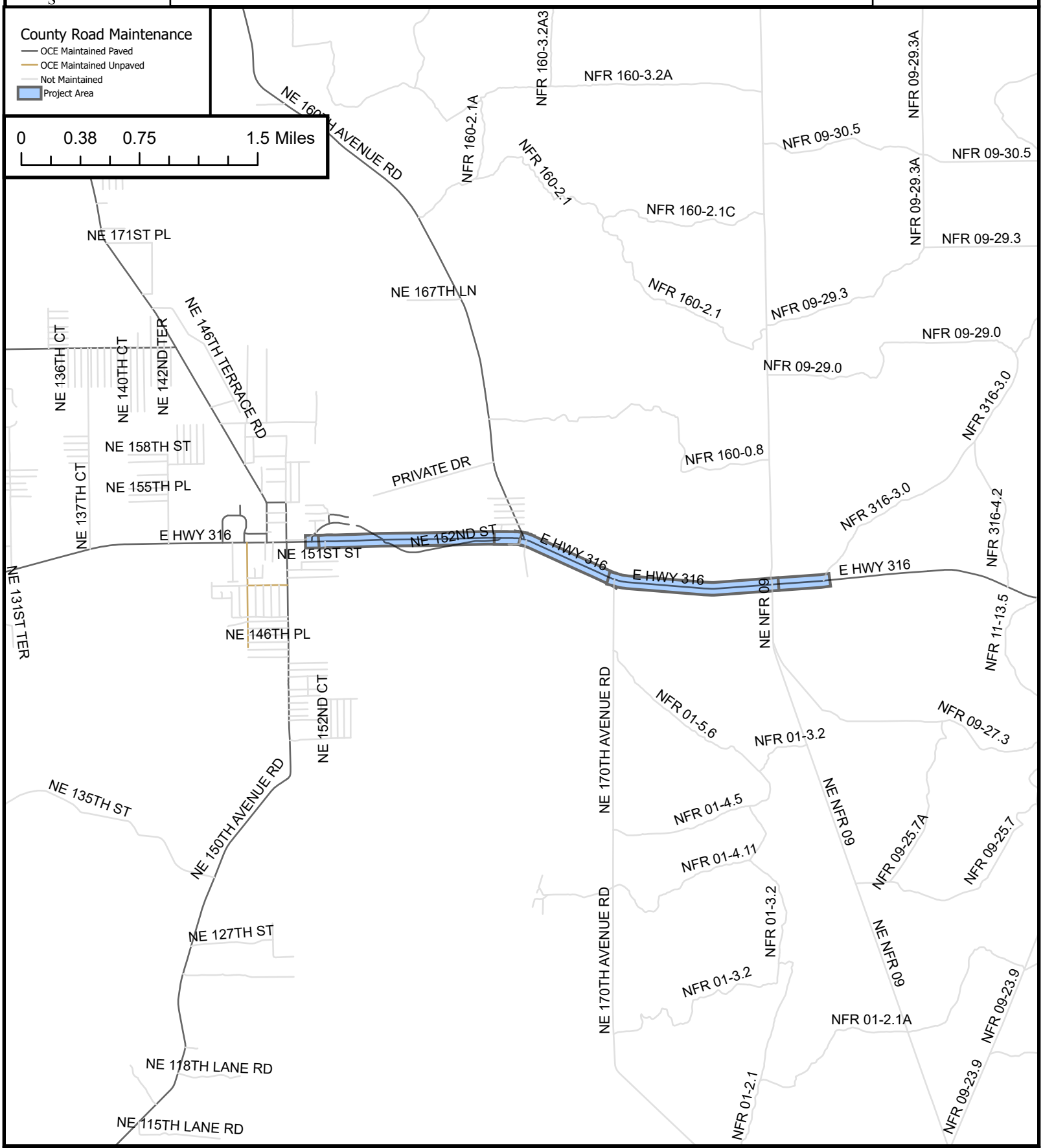
AS-BUILT SURVEY

Success: All values provided	#11-1	AS-BUILT SURVEY	1	LS	$ 11,437.91	$ 11,437.91
Basket Total					$ 11,437.91	$ 11,437.91

Grand Total					$ 553,595.03	$ 1,799,316.00

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CR 316 Resurface
(NE 180th Ave Rd to NE 152nd Ct) TIP057104



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 08/07/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

CR 316 Resurface
(NE 180th Ave Rd to NE 152nd Ct) TIP057104



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 08/27/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20332 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.6.2.

SUBJECT:
Request Approval of Bid Award: 25B-139 Judicial Center 1 Re-Roof - Jenkins Roofing, Inc., Tallahassee, FL (Budget Impact - Neutral; expenditure of $579,617)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Marion County Facilities Management, Procurement advertised a bid seeking qualified and experienced contractors for the complete re-roofing of the Judicial Center 1 (JC1) located at 110 NW 1st Ave, Ocala, FL 34475. The contractor is to supply the County with full one-year parts and labor warranty with a 25-year manufacturer's warranty on the Siplast SBS roofing system. All debris shall be disposed of offsite in the proper manner by the contractor at the contractor's expense before the project close-out. The contractor will be responsible for and adhere to all applicable permitting and building codes. See bid tabulation below:

Vendor - *Location*	**Bid**
Jenkins Roofing, Inc. - *Tallahassee, FL*	$579,617.00
Recovery Roofing, Inc. - *Jacksonville, FL*	$587,000.00
RYCARS Construction, LLC. - *Tampa, FL*	$680,950.00
Big D Roofing Services, Inc. - *Ocala, FL*	$824,975.00

Facilities Management Director, Jared Goodspeed, recommends that Jenkins Roofing Inc. receive the award as the lowest, most responsive bidder. Attached for review is a contract draft. Pending approval at today's meeting, it will be sent to Jenkins Roofing, Inc. for signatures. Upon return, it will be forwarded to Legal, the Clerk and Chairman for execution.

BUDGET/IMPACT:
Neutral; expenditure of $579,617.00. Up to 10% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from AA707712-562102 (Courthouse Capital Buildings - CIP).

RECOMMENDED ACTION:
Motion to approve the recommendation, allow staff to issue a contract and upon approval by Legal, authorize the Chairman and Clerk to execute the contract with Jenkins Roofing, Inc. under 25B-139

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 **Jenkins Roofing, Inc.**, located at 5343 Gateway Dr, Tallahassee, FL 32303, possessing FEIN# 59-3459416 (hereinafter referred to as "CONTRACTOR") under seal for the Judicial Center 1 Re-roof, (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 September 3, 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-139 - Judicial Center 1 Re-roof, 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 substantial completion within 60 calendar days and an additional 10 calendar days allowed to achieve final completion (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 Judicial Center 1 Re-roof, per the Contract Documents, Exhibit A – Scope of Work and Specifications, hereto, and within the Term.

Section 6 - Compensation. COUNTY shall make payment of Five Hundred Seventy-Nine Thousand, Six Hundred Seventeen, ($579,617.00), (the "Agreement Price"), to CONTRACTOR under COUNTY's established procedure and according to the Exhibit B - Schedule of Values, hereto. There shall be no provisions for pricing adjustments during the Term.

Section 7 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 8 – Assignment. CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 9 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times

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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

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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

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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

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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.

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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

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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: Jenkins Roofing, Inc.
5343 Gateway Dr, Tallahassee, FL 32303
CONTACT PERSON: Elliot Jenkins | 850-514-2225

COUNTY: Marion County Facilities
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: Elliot@jenkinsroofinginc.com and estimating@jenkinsroofinginc.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

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[THIS AREA INTENTIONALLY LEFT BLANK SIGNATURE PAGE TO 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:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: September 3, 2025
25B-139 | Judicial Center 1 Re-roof

JENKINS ROOFING, INC.

BY: DATE

PRINTED:

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Court House – Judicial Center 1 (JC1) – Re-Roof

Background

The project involves the complete removal and replacement of the roof on the Judicial Center 1 (JC1) building within the courthouse complex. The existing roof has exceeded its warranty period and requires full tear-off and replacement. The new roofing system shall be a Siplast SBS two-ply system, installed in accordance with manufacturer specifications, and shall carry a 25-year manufacturer's warranty. The project area encompasses approximately 20,000 square feet.

Project Summation

- Remove existing roofing system and insulation exposing the concrete roof deck.
- Prepare the roof deck and install new insulation and roof system per Siplast's specifications (attached).
- Replace gutters and downspouts at the penthouse roof.
- Contractor shall maintain a watertight building envelope at all times.
- Contractor shall be prepared for and capable of removing all materials from the site and relocating them to a secure area in the event of a major weather event as determined by the Marion County EOC.
- Contractor is responsible for removal and reinstallation of the safety rail system as required for roof replacement.
- The contractor is responsible to verify the quantities of materials needed.
- The site must remain free of excess debris at all times.
- All materials, machinery, and vehicles shall be stored in an orderly and organized fashion and must have prior coordination with the Marion County Project Manager.
- Contractor must adhere to the approved manufacturer Roofing System standards for design and installation.
- All work shall be during normal business hours Monday-Friday 8:00am-5:00pm. It is also possible to work after hours and weekends with the prior authorization of Marion County.
- Contractor is responsible for the removal and proper disposal of all detritus (waste matter), which is generated from this project to an offsite facility at the contractor's expense.
- Contactor must have a current and active Certified Roofing Contractor License (CCC-License) through the State of Florida that can be verified through the Department of Business and Professional Regulation (DBPR), and must be properly registered with the City of Ocala in order to pull a permit with the City of Ocala.
- All Roofing installation and operations must be performed under the observation of a manufacturer Representative.
- Contractor is to maintain the existing R-Value of the roof system.

Time to Completion

- Substantial Completion – 60 Days from Notice to Proceed
- Final Completion – 10 Days beyond Substantial Completion Date

Material, Safety, and Job Preparation

- Set-up safety equipment and material per OSHA standards.
- Provide ground protection and safety barricades per OSHA standards.

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Project Contact Information

- Project Address: Marion County Judicial Center – 110 NW 1st Ave, Ocala, FL 34475
- Project Contact: Jason Chesser – Project Manager

General Notes

- Permits are required and are the responsibility of the contractor to obtain and pay for.
- All work must comply with local and state codes and to manufacture's specifications.
- Contractor to supply the County with full one-year parts and labor warranty.
- Contractor shall register for the manufacturers product warranty.
- Contractor must have a current Certified Roofing License (C-License) and insurance.

Additional Requirements

- The contractor shall assume full responsibility for site verifications and measurement accuracy
- It is the contractor's responsibility to make sure all of the required permits are issued before work begins.
- It is the contractor's responsibility to make sure all work is completed by licensed professionals if required by Marion County or State Code.
- All Florida State and Marion County codes and requirements must be adhered to.
- Pricing must cover any freight and delivery charges.
- All workmanship shall be done in a professional manner.
- Any damage to Marion County Property shall be replaced or repaired to original condition or better per Marion County Facilities direction.
- Jobsite shall be fully clean and devoid of all construction materials at the completion of the project.

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Roofing Specification
For:

Judicial Center 1
SBS Option

Ocala, Florida

Prepared by:
Siplast
1000 East Rochelle Blvd.
Irving, Texas 75062
(800) 922-8800

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This specification is provided as a general guide for use of Siplast products based on typical building conditions and standard roofing practices. Siplast is strictly a manufacturer of roofing systems and has no experience, training or expertise in the areas of architecture/engineering or in the area of consulting with respect to matters related to such areas. Siplast recommends that the Owner's representative independently verify the accuracy and appropriateness of a specification provided for a specific project.

PART 1 GENERAL

1.01 SECTION INCLUDES:

A. Preparation of Substrate to Receive Roofing Materials

B. Roof Insulation Application to Prepared Substrate

C. Modified Bitumen Ply Sheet Application to Prepared Substrate

D. Poly(methyl methacrylate) (PMMA)-based Roof Membrane Application

E. PMMA-based Roof Flashing Application

1.02 RELATED SECTIONS

A. Section [-----] - Submittals

B. Section [-----] - Rough Carpentry

C. Section [-----] – [--------] Roof Decks

D. Section 03 52 00 - Lightweight Concrete Roof Insulation

E. Section [-----] - Sheet Metal Flashing Components and Roofing Accessories

F. Section [-----] - Sheet Metal Flashing and Trim

G. Section [-----] –Roof Specialties

1.03 REFERENCE STANDARDS
Agencies which may be used as references throughout this specification section include:

ASTM American Society for Testing and Materials
Philadelphia, PA

FM Factory Mutual Engineering and Research
Norwood, MA

NRCA National Roofing Contractors Association
Rosemont, IL

CERTA Certified Roofing Torch Applicator Program
National Roofing Contractors Association
Rosemont, IL
Midwest Roofing Contractors Association

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OSHA Occupational Safety and Health Administration
Washington, DC

UL Underwriters Laboratories
Northbrook, IL

ACI American Concrete Institute
Hills, MI

ICRI International Concrete Repair Institute
Des Plaines, IL

1.04 DESCRIPTION OF WORK

The basic work descriptions required in this specification are referenced below.

Project Type: Tear Off

Deck: Structural concrete Slope: Less than 1/8 inch

Substrate Preparation: Prime using PA-1125 Asphalt Primer at the rate of 1 gallon per 100 – 400 square feet.

Temporary Roof: Irex 40, torch applied.

Tapered Insulation: Tapered Paratherm system, providing a minimum slope of 1/4 inch, applied in Para-Stik Insulation Adhesive.

Insulation - top layer: DensDeck Prime, having a thickness of ¼ inch, applied in Para-Stik Insulation Adhesive.

Roof System: Paradiene 20 TG, torch applied;

Paradiene 30 FR BW TG, torch applied.

Flashing System: Veral Aluminum, torch applied. – Parapet Wall Flashings

Liquid Flashing: Parapro 123, liquid applied PMMA Flashings at all penetrations.

1.05 SUBMITTALS

1. Not used

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1.06 QUALITY ASSURANCE

A. Acceptable Contractor: Contractor shall be certified in writing by the roofing materials manufacturer to install the primary roofing products.

B. Product Quality Assurance Program: Primary roofing materials shall be manufactured under a quality management system that is monitored regularly by a third party auditor under the ISO 9001 audit process.

C. Agency Approvals: The proposed roof system shall conform to the following requirements. No other testing agency approvals will be accepted.

1. Underwriters Laboratories Class A acceptance of the proposed roofing system based upon testing performed in accordance with ASTM E 108 protocol.

2. The roof configuration shall have been successfully tested by an accredited testing laboratory to meet a minimum design windload pressure of –157.5 psf.

D. Project Acceptance: Submit a completed manufacturer's application for roof guarantee form along with shop drawings of the roofs showing all dimensions, penetrations, and details. The project must receive approval by the membrane manufacturer, through this process, prior to shipment of materials to the project site.

E. Scope of Work: The work to be performed under this specification shall include but is not limited to the following: Attend necessary job meetings and furnish competent and full time supervision, experienced roof mechanics, all materials, tools, and equipment necessary to complete, in an acceptable manner, the roof membrane/flashing system installation in accordance with this specification. Comply with the latest written application instructions of the manufacturer of the primary roofing products.

F. Local Regulations: Conform to regulations of public agencies, including any specific requirements of the city and/or state of jurisdiction.

G. Manufacturer Requirements: The membrane/flashing system manufacturer shall provide direct trained company personnel to attend necessary job meetings, perform periodic inspections as necessary, and conduct a final inspection upon successful completion of the project.

1.07 GUARANTEE/WARRANTY

A. Roof Membrane/System Guarantee: Upon successful completion of the project, and after all post installation procedures have been completed, furnish the Owner with the manufacturer's 25 year labor and materials guarantee covering the rigid insulation, insulation adhesive, and roof membrane/flashing system. The guarantee shall be a term type, without deductibles or limitations on coverage amount, and shall be issued at no additional cost to the Owner.

> Siplast 25 year Roof Membrane/System Guarantee

1.08 PRODUCT DELIVERY STORAGE AND HANDLING

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A. Delivery: Deliver materials in the manufacturer's original sealed and labeled containers and in quantities required to allow continuity of application.

B. Storage: Store closed containers in a cool, dry area away from heat, direct sunlight, oxidizing agents, strong acids, and strong alkalis. Do not store resins or catalyst at temperatures below 32°F (0°C) or above 85°F (29°C). Keep away from open fire, flame or any ignition source. Store in a well ventilated area.

C. Handling: Handle all materials in such a manner as to preclude damage and contamination with moisture or foreign matter. Keep away from open fire, flame, or any ignition source. Vapors may form explosive mixtures with air. Avoid skin and eye contact with this material. Avoid breathing fumes when above the Threshold Limit Value (TLV). Do not eat, drink, or smoke in areas where roofing materials are stored or applied.

D. Damaged Material: Any materials that are found to be damaged or stored in any manner other than stated above shall be automatically rejected, removed and replaced at the Contractor's expense.

1.09 PROJECT/SITE CONDITIONS

A. Requirements Prior to Job Start

1. Notification: Give a minimum of 5 days notice to the Owner and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

2. Permits: Obtain all permits required by local agencies and pay all fees which may be required for the performance of the work.

3. Safety: Familiarize every member of the application crew with all fire and safety regulations recommended by OSHA, NIOSH, NRCA and other industry or local governmental groups. Workers shall wear a long sleeve shirt with long pants and work boots. Workers shall use only butyl rubber or nitrile gloves when mixing or applying PMMA products. Safety glasses with side shields are required for eye protection. Use local exhaust ventilation to maintain worker exposure below the published Threshold Limit Value (TLV). If the airborne concentration poses a health hazard, becomes irritating or exceeds recommended limits, use a NIOSH approved respirator in accordance with OSHA Respirator Protection requirements published under 29 CFR 1910.134. The specific type of respirator will depend on the airborne concentration. A filtering face piece or dust mask is not appropriate for use with this product if TLV filtering levels have been exceeded.

B. Environmental Requirements

1. Precipitation: Do not apply roofing materials during precipitation or in the event there is a probability of precipitation during application. Take adequate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.

2. Temperature Restrictions – self-adhesive sheets: The minimum required substrate temperature at point of application is 40(F (4(C). Maintain a minimum roof membrane material temperature above 50(F (10(C). In low temperature conditions, materials keep materials warm prior to application. Suspend application in situations where the self-

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adhered base ply cannot be kept at temperatures allowing for proper adhesion or the substrate temperature will not allow for proper adhesion.

3. Temperature Restrictions – PMMA-based Materials: Do not apply catalyzed resin materials if there is a threat of inclement weather. Follow the resin manufacturer's specifications for minimum and maximum ambient, material and substrate temperatures. Do not apply catalyzed resin materials unless ambient and substrate temperatures fall within the resin manufacturer's published range.

C. Protection Requirements

1. Membrane Protection: Provide protection against staining and mechanical damage for newly applied roofing and adjacent surfaces.

PART 2 PRODUCTS

2.01 ROOFING SYSTEM ACCESSORIES

A. Temporary Roof Ply Sheet

1. Torchable Modified Bitumen Ply Sheet: A fiberglass mat reinforced modified bitumen sheet, coated on one side with a high quality torch grade SBS modified bitumen blend, having a minimum weight of 76 lb/sq.

> Irex 40, torch grade

B. Rigid Roof Insulation: Roof insulation shall be UL and FM approved. Insulation shall be approved in writing by the insulation manufacturer for intended use and for use with the specified roof assembly. Maintain a maximum panel size of 4 feet by 4 feet where polyisocyanurate insulation is specified to be installed in insulation adhesive.

1. Polyisocyanurate Tapered Roof Insulation: Tapered panels and standard fill panels composed of a closed cell, rigid polyisocyanurate foam core material, integrally laminated between glass fiber facers, in full compliance with ASTM C 1289, Type II, Class 1, Grade 2. The tapered system shall have a minimum thickness of 1.5 inches and provide for a roof slope of 1/4 inch per foot. Acceptable types are as follows.

> Tapered Paratherm by Siplast; Irving, TX

2. Gypsum Sheathing Panel: A panel composed of a gypsum based, non-structural water resistant core material integrally bonded with fiberglass mats on both sides having a nominal thickness of 1/2 inch. The panel surface shall be factory primed with a non-asphaltic primer. Acceptable types are as follows:

> DensDeck Prime Gypsum Roof Board, by Georgia Pacific Corporation; Atlanta, GA

C. Primers, Sealants and Adhesives for Bitumen Products

1. Insulation Adhesive: A single component, moisture cured, polyurethane foam adhesive, dispensed from a portable, pre-pressurized container used to adhere insulation panels to the substrate as well to other insulation panels.

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> Para-Stik Insulation Adhesive by Siplast; Irving, TX

2. Primer: An asphalt, solvent blend conforming to ASTM D 41 requirements.

> Siplast PA-1125 Asphalt Primer by Siplast; Irving, TX

3. Primer for Self-Adhesive Sheets: A quick drying, low-VOC, water-based, high-tack primer specifically designed to promote adhesion of roofing and waterproofing sheets to approved substrates. Primer shall meet South Coast Air Quality District and Ozone Transport Commission requirements.

> TA-119 Primer by Siplast; Irving, TX

4. Elastomeric Sealant: A moisture-curing, elastomeric sealant designed for roofing applications. The sealant shall be approved by the roof membrane manufacturer for use in conjunction with the roof membrane materials. Acceptable types are as follows:

> PS-209 Elastomeric Sealant by Siplast; Irving, TX

D. Fasteners

1. Flashing Reinforcing Sheet Fasteners for Wood/Plywood Substrates to Receive Flashing Coverage: Fasteners shall be approved by the manufacturer of the primary roofing products. Acceptable fasteners for specific substrate types are listed below.

a) Wood/Plywood Substrates

- A 12 gauge, spiral or annular threaded shank, zinc coated steel roofing fastener having a minimum 1 inch head.

> Square Cap by W.H. Maze Co.; Peru, IL
> 12 Gauge Simplex Nail by the Simplex Nail and Manufacturing Co., Americus, GA

E. Resin Accessories

1. Cleaning Solution/Solvent: A clear solvent used to clean and prepare transition areas of in-place catalyzed resin to receive subsequent coats of resin and to clean substrate materials to receive resin.

> Pro Prep by Siplast; Irving, TX

2. Preparation Paste: A PMMA-based paste used for remediation of depressions in substrate surfaces or other irregularities.

> Pro Paste Resin by Siplast; Irving, TX

F. PMMA Primers

1. Primer for Wood, Plywood and Rigid Insulation, Masonry and Vertical Concrete Substrates: A fast-curing PMMA-based primer for use in over wood, plywood and rigid insulation substrates.

> Pro Primer W by Siplast; Irving, TX

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G. Accessories

1. Ceramic Granule Anti-Skid Surfacing: No. 11 grade specification ceramic granules suitable for broadcast into a PMMA-based resin wearing layer.

   > No. 11 Granules by Siplast; Irving, TX

2.02 DESCRIPTION OF SYSTEMS

A. Roofing Membrane Assembly: A roof membrane assembly consisting of two plies of a prefabricated, reinforced, homogeneous Styrene-Butadiene-Styrene (SBS) block copolymer modified asphalt membrane, applied over a prepared substrate. Reinforcement mats shall be impregnated/saturated and coated each side with SBS modified bitumen blend and coated one side with a torch grade SBS bitumen blend adhesive layer. The adhesive layer shall be manufactured using a process that embosses the surface with a grooved pattern to provide optimum burnoff of the plastic film and to maximize application rates. The cross sectional area of the sheet material shall contain no oxidized or non-SBS modified bitumen. The roof system shall pass 500 cycles of ASTM D 5849 Resistance to Cyclic Joint Displacement (fatigue) at 14-(F (-10(C). Passing results shall show no signs of membrane cracking or interply delamination after 500 cycles. The roof system shall pass 200 cycles of ASTM D 5849 after heat conditioning performed in accordance with ASTM D 5147. The assembly shall possess waterproofing capability, such that a phased roof application, with only the modified bitumen base ply in place, can be achieved for prolonged periods of time without detriment to the watertight integrity of the entire roof system.

   > Siplast Paradiene 20 TG/30 FR TG BW torchable roof system

   1. Modified Bitumen Base and Stripping Ply

      a) Thickness (avg): 114 mils (2.9 mm) (ASTM D 5147)
      b) Thickness (min): 110 mils (2.8 mm) (ASTM D 5147)
      c) Weight (min per 100 ft² of coverage): 76 lb (3.7 kg/m²)
      d) Maximum filler content in elastomeric blend: 35% by weight
      e) Low temperature flexibility @ -15F (-26C): PASS (ASTM D 5147)
      f) Peak Load (avg) @ 73F (23C): 30 lbf/inch (5.3 kN/m) (ASTM D 5147)
      g) Peak Load (avg) @ 0F (-18C): 75 lbf/inch (13.2 kN/m) (ASTM D 5147)
      h) Ultimate Elongation (avg.) @ 73F (23C): 50% (ASTM D 5147)
      i) Dimensional Stability (max): 0.1% (ASTM D 5147)
      j) Compound Stability (min): 250F (121C) (ASTM D 5147)
      k) Approvals: UL Class listed, FM Approved (products shall bear seals of approval)
      l) Reinforcement: fiberglass mat or other meeting the performance and dimensional stability criteria

         > Siplast Paradiene 20 - torchable grade

   2. Modified Bitumen Finish Ply

      a) Thickness (avg): 138 mils (3.5 mm) (ASTM D 5147)
      b) Thickness at selvage (coating thickness) (avg): 118 mils (3.0 mm) (ASTM D 5147)
      c) Thickness at selvage (coating thickness) (min): 114 mils (2.9 mm) (ASTM D 5147)
      d) Weight (min per 100 ft² of coverage): 112 lb (5.4 kg/m²)

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e) Maximum filler content in elastomeric blend: 35% by weight
f) Low temperature flexibility @ -15F (-26C): PASS (ASTM D 5147)
g) Peak Load (avg) @ 73F (23C): 30 lbf/inch (5.3 kN/m) (ASTM D 5147)
h) Peak Load (avg) @ 0F (-18C): 75 lbf/inch (13.2 kN/m) (ASTM D 5147)
i) Ultimate Elongation (avg.) @ 73F (23C): 55% (ASTM D 5147)
j) Dimensional Stability (max): 0.1% (ASTM D 5147)
k) Compound Stability (min): 250F (121 C) (ASTM D 5147)
l) Granule Embedment (max loss): 2.0 grams per sample (ASTM D 5147)
m) Approvals: UL Class listed, FM Approved (products shall bear seals of approval)
n) Reinforcement: fiberglass mat or other meeting the performance and dimensional stability criteria
o) Surfacing: ceramic granules specially treated for cool roofing applications.

> Siplast Paradiene 30 FR BW - torchable grade

B. Flashing Membrane Assembly: A flashing membrane assembly consisting of a prefabricated, reinforced, Styrene-Butadiene-Styrene (SBS) block copolymer modified asphalt membrane with a continuous, channel-embossed metal-foil surfacing. The finish ply shall conform to ASTM D 6298 and the following physical and mechanical property requirements.

> Siplast Veral flashing system, aluminum finish

1. Cant Backing Sheet and Flashing Reinforcing Ply

a) Thickness (avg): 102 mils (2.6 mm) (ASTM D 5147)
b) Thickness (min): 98 mils (2.5 mm) (ASTM D 5147)
c) Weight (min per 100 ft² of coverage): 72 lb (3.5 kg/m²)
d) Maximum filler content in elastomeric blend: 35% by weight
e) Low temperature flexibility @ -15 F (-26 C) - PASS (ASTM D 5147)
f) Peak Load (avg) @ 73F (23C): 30 lbf/inch (5.3 kN/m) (ASTM D 5147)
g) Peak Load (avg) @ 0F (-18C): 75 lbf/inch (13.2 kN/m) (ASTM D 5147)
h) Ultimate Elongation (avg.) @ 73F (23C): 50% (ASTM D 5147)
i) Dimensional Stability (max): 0.1% (ASTM D 5147)
j) Compound Stability (min - sheet): 250F (121C) (ASTM D 5147)
k) Compound Stability (min – adhesive coating): 212F (100C) (ASTM D 5147)
l) Approvals: UL Class listed, FM Approved (products shall bear seals of approval)
m) Reinforcement: fiberglass mat or other meeting the performance and dimensional stability criteria
n) Back Surfacing: polyolefin film

> Siplast Paradiene 20 SA

2. Metal-Clad Modified Bitumen Flashing Sheet

a) Thickness (avg): 142 mils (3.6 mm) (ASTM D 5147)
b) Thickness (min): 138 mils (3.5 mm) (ASTM D 5147)
c) Weight (min per 100 ft² of coverage): 92 lb (4.5 kg/m²)
d) Coating Thickness – back surface (min): 40 mils (1 mm) (ASTM D 5147)
e) Low temperature flexibility @ 0 F (-18 C): PASS (ASTM D 5147)
f) Peak Load (avg) @ 73F (23C): 85 lbf/inch (15 kN/m) (ASTM D 5147)
g) Peak Load (avg) @ 0F (-18C): 180 lbf/inch (31.7 kN/m) (ASTM D 5147)
h) Ultimate Elongation (avg) @ 73F (23C): 45% (ASTM D 5147)
i) Tear-Strength (avg): 120 lbf (0.54 kN) (ASTM D 5147)
j) Dimensional Stability (max): 0.2% (ASTM D 5147)

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k) Compound Stability (min): 225F (107C) (ASTM D 5147)

l) Cyclic Thermal Shock Stability (maximum): 0.2% (ASTM D 7051)
m) Approvals: UL Approved, FM Approved (products shall bear seals of approval)
n) Reinforcement: fiberglass scrim mat or other meeting the performance and dimensional stability criteria
o) Surfacing: aluminum metal foil

> Siplast Veral Aluminum

C. Catalyzed Acrylic Resin Flashing System: A specialty flashing system consisting of a liquid-applied, fully reinforced, multi-component acrylic membrane installed over a prepared or primed substrate. The flashing system consists of a catalyzed acrylic resin primer, basecoat and topcoat, combined with a non-woven polyester fleece. The resin and catalyst are pre-mixed immediately prior to installation. The use of the specialty flashing system shall be specifically approved in advance by the membrane manufacturer for each application.

> Parapro 123 Flashing System by Siplast; Irving, TX

PART 3 EXECUTION

3.01 SUBSTRATE EXAMINATION/PREPARATION

A. General: Ensure that substrates are free from gross irregularities, loose, unsound or foreign material such as dirt, ice, snow, water, grease, oil, bituminous products, release agents, laitance, paint, loose particles/friable matter, rust or any other material that would be detrimental to adhesion of the catalyzed primer and/or resin to the substrate. Some surfaces may require scarification, shotblasting, or grinding to achieve a suitable substrate.

B. Preparation of Existing Concrete/Masonry Substrates to Receive Resin Materials: Existing concrete substrates shall have a minimum compressive strength of 3,500 psi (24 N/mm^2). Following evaluation for moisture content and confirmation that the moisture content is at an acceptable level, shot blast or scarify/shot-blast concrete or masonry surfaces to provide a sound substrate free from laitance and residue from bitumen, coal tar, primer, coatings, adhesives, sealer or any material that may inhibit adhesion of the specified primer. Generate a concrete surface profile of CSP-2 to CSP-4 as defined by the ICRI. Grinding may be used as a preparation method for localized areas that cannot be reached by a shot blasting equipment provided that a surface can be prepared to a CSP-2 to CSP 4. Repair spalls and voids on vertical or horizontal surfaces using the specified primer and preparation paste.

C. Preparation of Concrete Substrates to Receive a Modified Bitumen Base Ply (Area 5 – Options 3 and 4): Prime the deck surface with asphalt primer at the rate of 1 gallon per 100 to 400 square feet.

D. Temporary Roof Application: Torch apply the ply sheets directly to the prepared substrate, lapping sides and ends a minimum of 3 inches. Apply the sheets free of wrinkles, creases or fishmouths and exert sufficient pressure on the roll during application to ensure the prevention of air pockets. Seal each penetration and termination using fiberglass tape and the specified plastic cement to ensure that the temporary roof configuration is completely water-tight.

E. Insulation: Install insulation panels with end joints offset; edges of the panels shall be in moderate contact without forcing applied in strict accordance with the insulation manufacturer's requirements and the following instructions. Where insulation is installed in

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two or more layers, stagger joints between layers. Maintain a maximum panel size of 4 feet by 4 feet for polyisocyanurate insulation applied in insulation adhesive.

1. Insulation - multiple layer: Install all layers in an application of the specified insulation adhesive in strict accordance with the requirements of the insulation adhesive supplier. Stagger the panel joints between insulation layers.

F. Ply Sheet Application: Bond the modified bitumen ply sheet to the prepared substrate, utilizing minimum 3 inch side and end laps. Apply each sheet directly behind the torch applicator. Cut a dog ear angle at the end laps on overlapping selvage edges. Using a clean trowel, apply pressure to top seal T-laps immediately following sheet application. Stagger end laps a minimum of 3 feet. Follow manufacturer's specifications regarding maximum exposure periods prior to application of the liquid-applied finish membrane.

G. Preparation of Steel/Aluminum Substrates: Grind to generate a "white-metal" surface and remove loose particles. Extend preparation area a minimum of 1/2-inch (13 mm) beyond the termination of the roofing/flashing system. Notch steel surfaces to provide a rust-stop where detailed.

H. Rigid Plastic Flashing Substrates: Evaluate the plastic for compatibility with the resin materials. Lightly abrade the surface to receive the flashing system, clean plastic substrates using the specified the cleaner/solvent and allow to dry. Extend the preparation area a minimum of 1/2 inch (13 mm) beyond the termination of the flashing system.

I. Preparation of Wood/Plywood Flashing Substrates to receive Resin: Prime wood/plywood surfaces to receive the specified flashing system with the specified PMMA-based primer at the rate specified by the resin manufacturer and allow primer to cure. Tape the joints between plywood or wood panels using the specified tape and prior to application of the lashing system.

3.02 MIXING OF RESIN PRODUCTS

A. Preparation/Mixing/Catalyzing Resin Products: Pour the desired quantity of resin into a clean container and using a spiral mixer or mixing paddle, stir the liquid for the time period specified by the resin manufacturer. Calculate the amount of catalyst powder needed using the manufacturer's guidelines and add the pre-measured catalyst to the resin component. Mix again for the time period specified by the resin manufacturer, ensuring that the product is free from swirls and bubbles. To avoid aeration, do not use a spiral mixer unless the spiral section of the mixer can be fully contained in the liquid during the mixing process. Mix only enough product to ensure that it can be applied before pot life expires.

3.03 PREPARATION PASTE AND PRIMER MIXING/APPLICATION

A. Primer Application: Apply primer resin using a roller or brush at the rate specified by the primer manufacturer over qualified and prepared substrates. Apply primer resin at the increased rate specified by the primer manufacturer over DensDeck Prime or other porous substrates. Do not let resin pool or pond. Do not under-apply or over-apply primers as this may interfere with proper primer catalyzation. Make allowances for waste, including saturation of roller covers and application equipment.

B. Paste Application: Apply catalyzed preparation paste using a trowel over prepared and primed substrates. Before application of any resin product over cured paste, wipe the surface

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of the paste using the specified cleaner/solvent and allow to dry. Treat the surface again if not followed up by resin application within 60 minutes.

3.04 FLASHING AND FIELD MEMBRANE APPLICATION

A. Base Flashing Application

1. Using masking tape, mask the perimeter of the area to receive the flashing system. Apply resin primer to substrates requiring additional preparation and allow primer to cure.

2. Pre-cut fleece to ensure a proper fit at transitions and corners prior to membrane application.

3. Apply an even, generous base coat of flashing resin to prepared surfaces using a roller at the rate specified by the resin manufacturer. Work the fleece into the wet, catalyzed resin using a brush or roller to fully embed the fleece in the resin and remove trapped air. Lap fleece layers a minimum of 2 inch (5 cm) and apply an additional coat of catalyzed resin between layers of overlapping fleece. Again using a roller, apply an even top coat of catalyzed resin immediately following embedment of the fleece at the rate specified by the resin manufacturer, ensuring that the fleece is fully saturated. Ensure that the flashing resin is applied to extend beyond the fleece (maximum ¼-inch (6 mm)). Remove the tape before the catalyzed resin cures. Make allowances for waste, including saturation of roller covers and application equipment.

4. Should work be interrupted for more than 12 hours or the surface of the cured resin becomes dirty or contaminated by the elements, wipe the surface to be lapped with new flashing resin using the specified cleaner/solvent. Allow the surface to dry for a minimum 20 minutes and a maximum 60 minutes before continuing work.

B. Field Membrane Application

1. Using the specified cleaner/solvent, wipe flashing membrane surfaces to be lapped with field membrane. Allow the surface to dry for a minimum 20 minutes before continuing work.

2. Apply an even, generous base coat of field membrane resin to prepared surfaces using a roller at the rate specified by the resin manufacturer. Work the fleece into the wet, catalyzed resin using a brush or roller to fully embed the fleece in the resin and remove trapped air. Lap fleece layers a minimum of 2 inch (5 cm) and apply an additional coat of catalyzed resin between layers of overlapping fleece. Again using a roller, apply an even top coat of catalyzed resin immediately following embedment of the fleece at the rate specified by the resin manufacturer, ensuring that the fleece is fully saturated. Ensure that the flashing resin is applied to extend beyond the fleece (maximum ¼-inch (6 mm). Make allowances for waste, including saturation of roller covers and application equipment. Allow 2 hours cure time prior to exposing the membrane to foot traffic.

3.05 WALKTREAD/SKID RESISTANT SURFACING

A. Granule Anti-Skid Application: Mask the areas to receive the anti-skid system using masking tape. Apply an additional top coat of catalyzed roof resin at the rate specified by the resin manufacturer, immediately broadcast granules to refusal, and allow to cure. Remove tape

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before the resin cures. Apply a layer of catalyzed roof resin over granule surfaces. Allow 2 hours cure time prior to exposing the membrane to foot traffic.

3.06 FIELD QUALITY CONTROL AND INSPECTIONS

A. Site Condition: Leave all areas around job site free of debris, roofing materials, equipment and related items after completion of job.

B. Notification Of Completion: Notify the manufacturer by means of manufacturer's printed Notification of Completion form of job completion in order to schedule a final inspection date.

C. Final Inspection

1. Post-Installation Meeting: Hold a meeting at the completion of the project, attended by all parties that were present at the pre-job conference. A punch list of items required for completion shall be compiled by the Contractor and the manufacturer's representative. Complete, sign, and mail the punch list form to the manufacturer's headquarters.

D. Issuance Of The Guarantee: Complete all post installation procedures and meet the manufacturer's final endorsement for issuance of the specified guarantee.

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EXHIBIT B
SCHEDULE OF VALUES

Description	Amount
Base Amount	**$574,617.00**
Gutters and Downspouts at Penthouse	**$5000.00**
Total	**$579,617.00**

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20212 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.6.3.

SUBJECT:
Request Approval of Bid Award: 25B-141 Marion County Annual Sidewalk Repair - Hartman Civil Construction Co., Inc., Ocala, FL (Budget Impact - Neutral; estimated annual expenditure of $400,000)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement advertised a bid to remove and replace damaged pedestrian sidewalks within the County's rights-of-way. The work will include, but not be limited to, sidewalk removal, sidewalk replacement, removal of material, restoration, and removal and replacement of truncated dome mats. Two (2) submittals were received, and the tabulation is below:

Firm - *Location*	Bid Total
Hartman Civil Construction Co., Inc. - *Ocala, FL*	$543,875
C. W. Roberts Contracting, Inc.- *Wildwood, FL*	$689,043

Steven Cohoon, P.E., County Engineer, recommends that Hartman Civil Construction Co., Inc., (Hartman Civil) receive the award for 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 Hartman Civil for signature, and upon return, will be forwarded to Legal, the Clerk, and Chairman for signatures.

BUDGET/IMPACT:
Neutral; estimated annual expenditure of $400,000. The full annual expenditure shall not exceed the approved fiscal year budgeted amounts without being brought back to the Board for approval. Funding is from BM761541-563221-TIP077590 (80% Gas Tax Const 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 Hartman Civil under 25B-141.

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.

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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.

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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.

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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

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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

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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

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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]

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IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: August 19, 2025
25B-141 | Marion County Annual Sidewalk Repair

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

HARTMAN CIVIL CONSTRUCTION CO, INC.

BY: DATE

PRINTED:

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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.

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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.

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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.

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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-

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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.

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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

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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,

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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

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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.

1.7.19. EQUIPMENT: All equipment may be inspected by the Project Manager before it is placed in service. If at 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

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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:

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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

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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,

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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.

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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

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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.

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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;

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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

DRAFT

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

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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.

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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.

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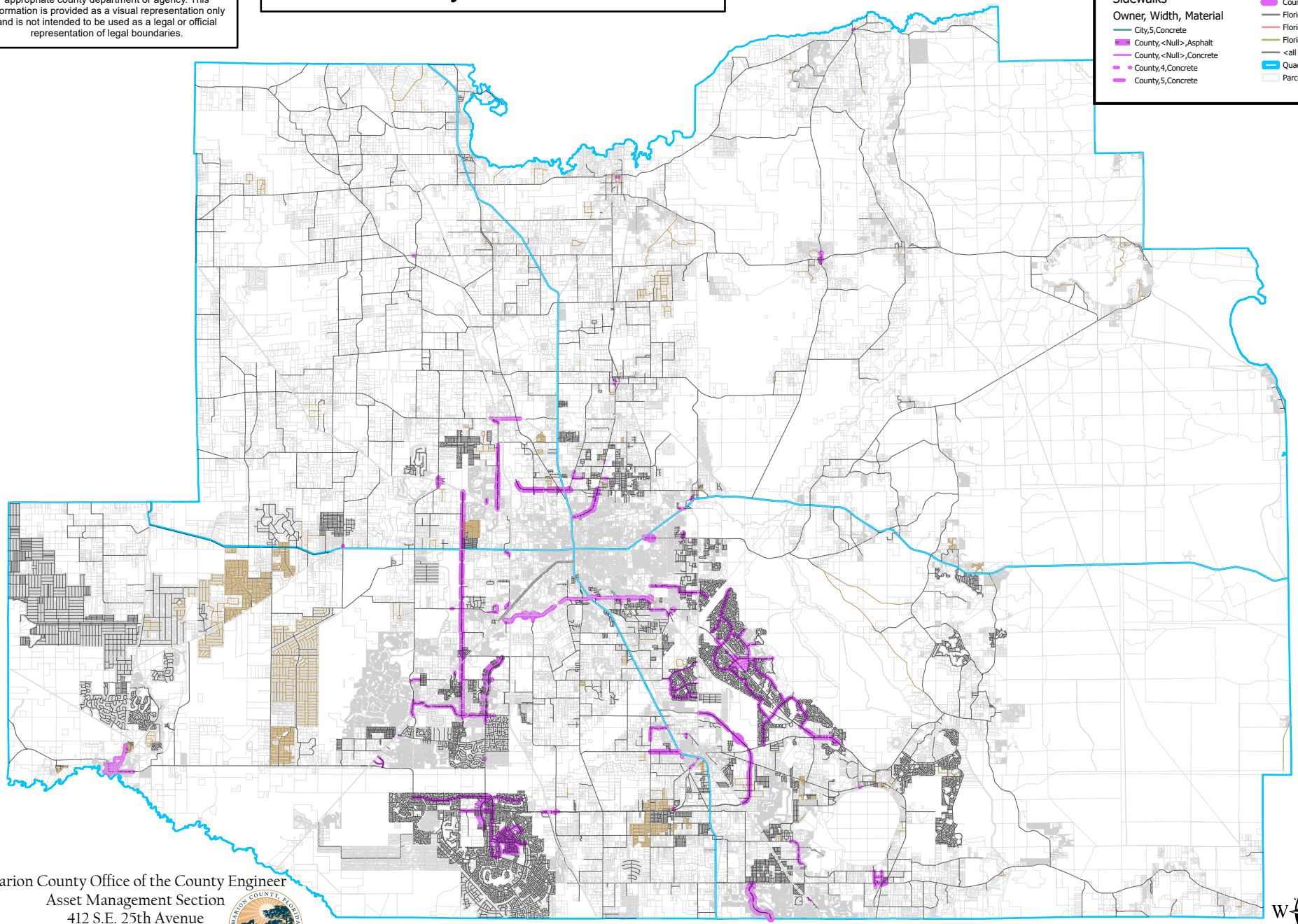
EXHIBIT B - PRICE SHEET

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

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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



Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Figure 1

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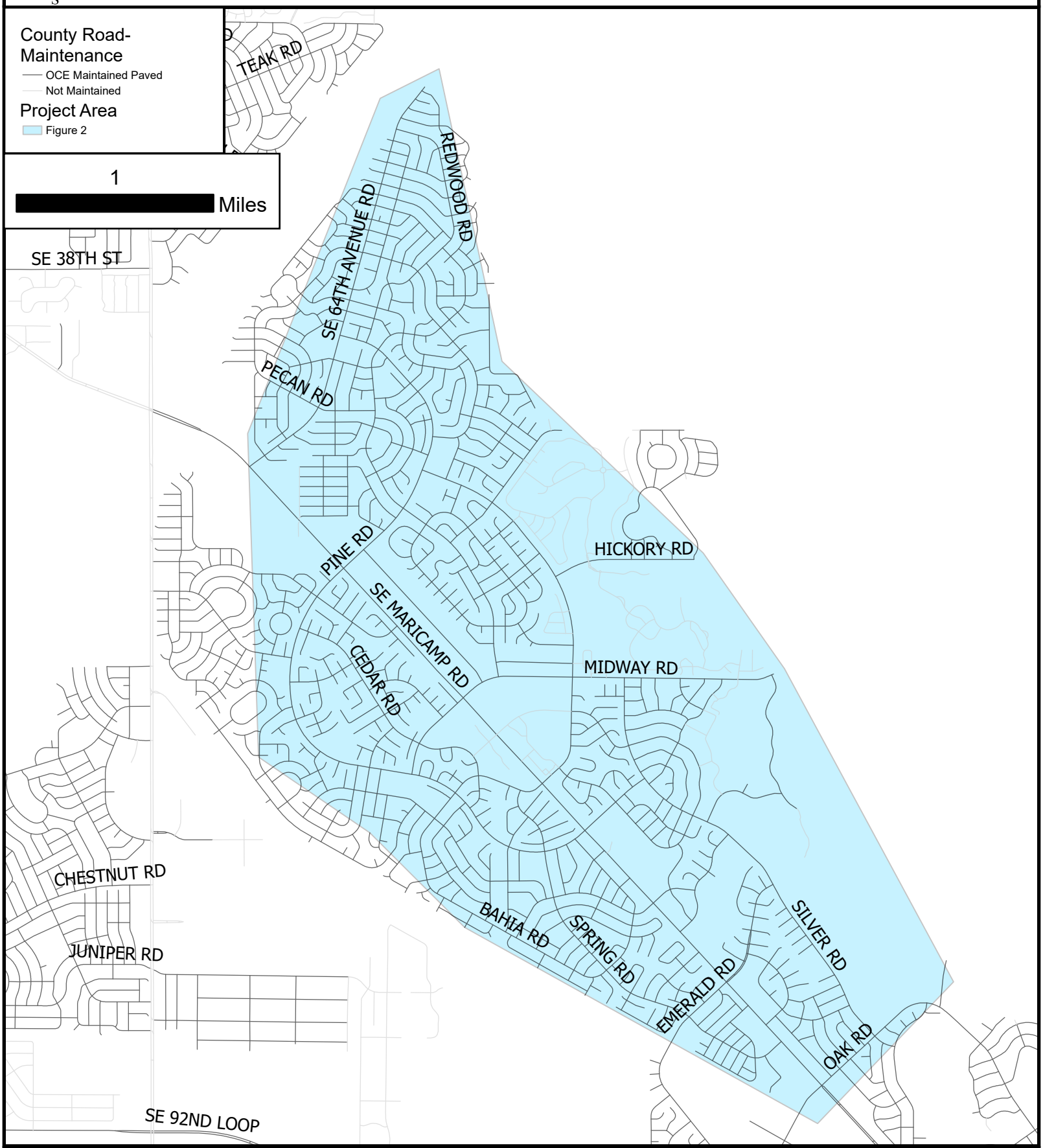
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MARION COUNTY ANNUAL SIDEWALK REPAIR

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Miles

Technician: CG
Printed: 08/22/2025

MARION COUNTY ANNUAL SIDEWALK REPAIR
Silver Spring Shores (figure 2)

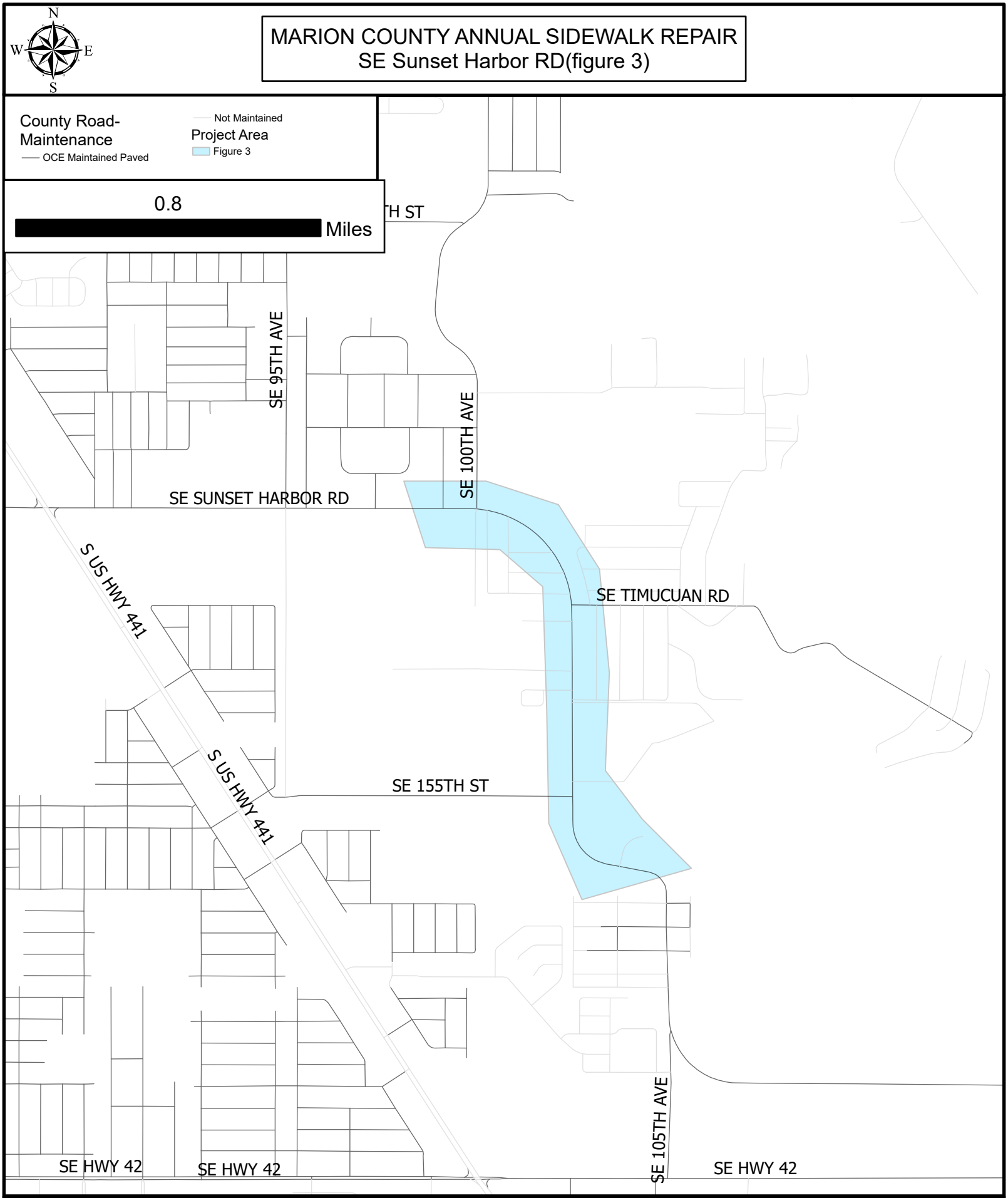


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Printed: 08/18/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

MARION COUNTY ANNUAL SIDEWALK REPAIR
SE Sunset Harbor RD(figure 3)

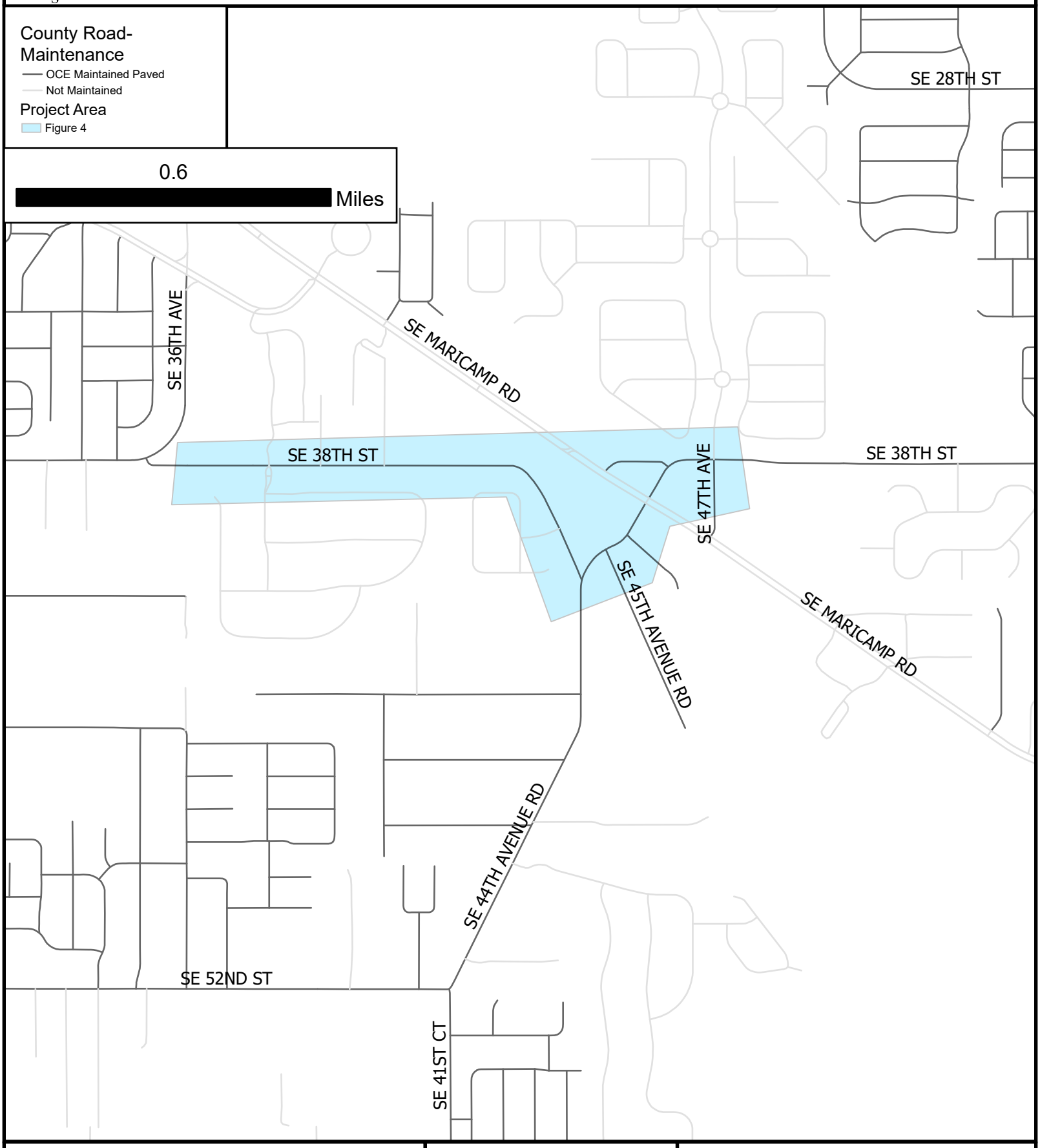


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Printed: 08/18/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

MARION COUNTY ANNUAL SIDEWALK REPAIR
SE 38th St(figure 4)

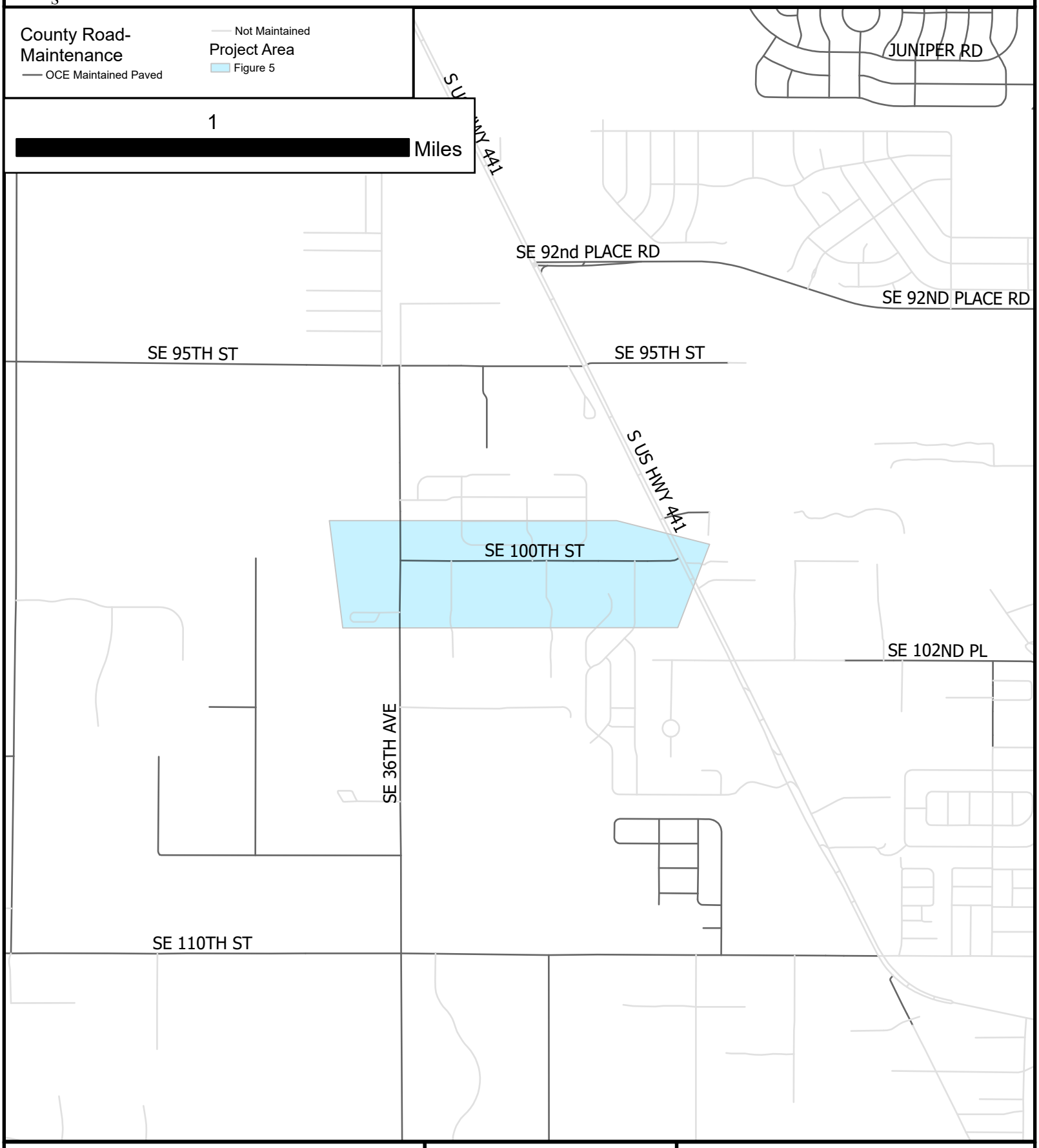


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Printed: 08/18/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

MARION COUNTY ANNUAL SIDEWALK REPAIR
SE 100th St (figure 5)

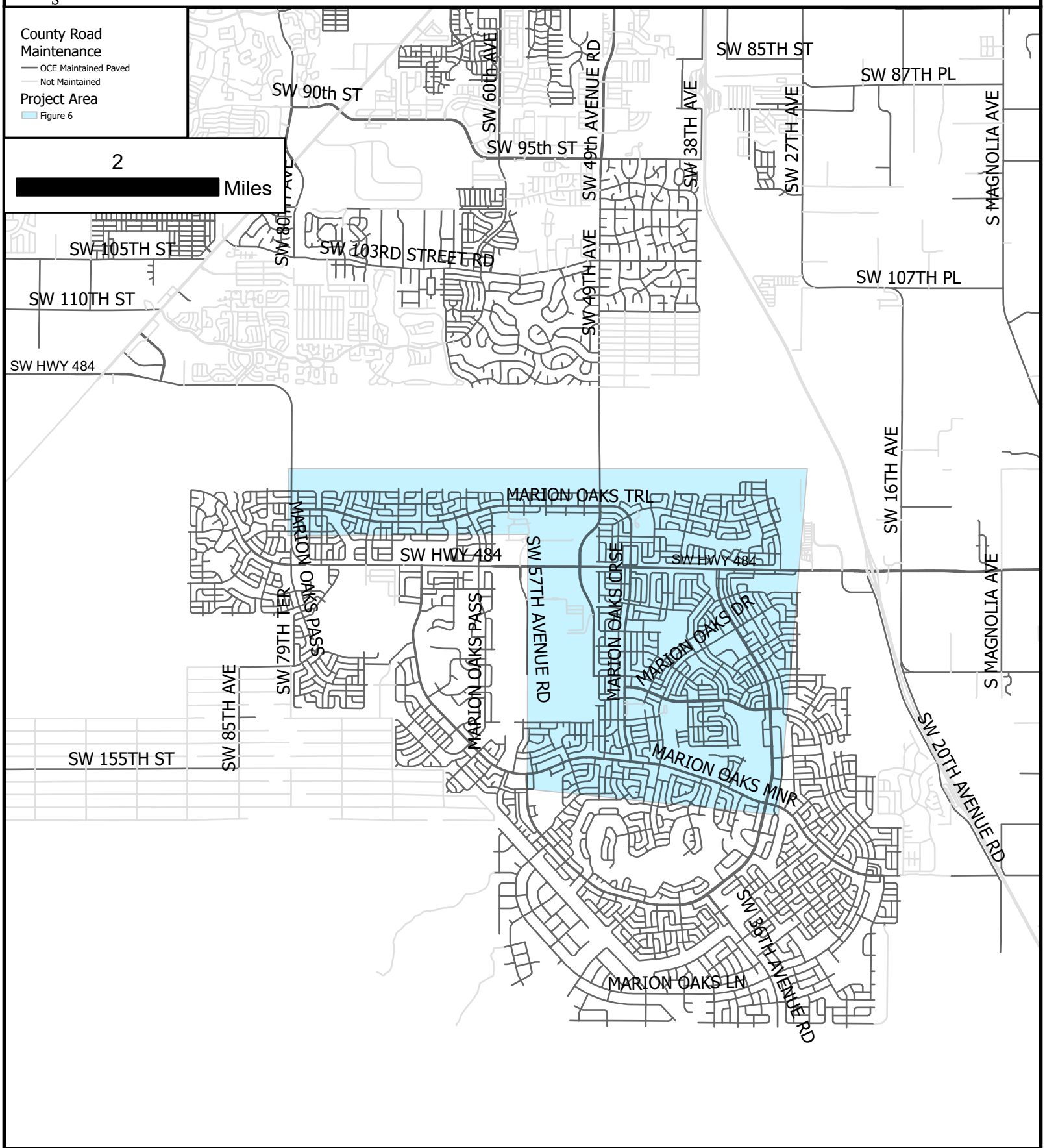


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Printed: 08/18/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

MARION COUNTY ANNUAL SIDEWALK REPAIR
Marion Oaks (figure 6)



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Technician: CG
Printed: 08/18/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20354 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.6.4.

SUBJECT:
Request Approval of Bid Exemption for Vehicle Purchases: One-time "Off-the-Lot" Vehicle Purchases (Budget Impact - Neutral; expenditure not to exceed $152,635)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Office of the County Engineer (OCE), Procurement requests approval of a bid exemption for the purchase of three (3) replacement vehicles that were involved in accidents and declared total losses.

The requested "off-the-lot" purchase includes one (1) Ford F-250 Super Duty and two (2) Ford F-150s. The ability to purchase "off-the-lot" vehicles will replace units necessary for the continuation of OCE services, providing transportation for additional staff, a pool vehicle, and a spare as needed. This purchase will enhance the department's ability to respond effectively and maintain productivity.

The estimated expenditure incorporates a 10% contingency above quoted pricing to ensure sufficient authorization for potential cost fluctuations at the time of purchase.

BUDGET/IMPACT:
Neutral; expenditure not to exceed $152,635
Risk Claim - ZK160519-545701 - $15,675
Risk Claim - ZK160519-545801 - $2,661.09
Risk Claim - ZK160519-545701 - $52,298
BL400541-564101 - $82,000.91

RECOMMENDED ACTION:
Motion to approve the requested "off-the-lot" purchase for a not to exceed amount of $152,635.

OCE

Gary Yeomans Ford Ocala - Villages

2816 N PINE AVE , OCALA, FL 34475 (352) 732-4800

STOCK NO	GLASS ETCH
ED22212	NO

VEHICLE WORKSHEET ORDER & SALES INVOICE DATE 08/12/2025 E-MAIL ADDRESS procurementinvoices@marionfl.org Salesperson Amber Martinez

BUYER Business MARION COUNTY BOARD OF COUNTY COMMI SOCIAL SEC. #

ADDRESS 2631 SE 3RD ST CITY OCALA STATE FL ZIP 34471

1ST # 2ND # 3RD # (352) 671-8577 DRIVER'S LIC. # DATE OF BIRTH / /

CO-BUYER DRIVER'S LIC. # DATE OF BIRTH / /

REGISTERED OWNER DOB FOR REGISTRATION FEES

INSURANCE COMPANY AGENT POLICY #

ENTER MY ORDER FOR ONE YR 2025 | R NEW | ☐ DEMONSTRATOR | ☐ USED OR LEASED VEHICLE

MAKE Ford MODEL F-250 TYPE

SERIAL NO. 1FT7W2BA6SED22212

MILES 5 COLOR Oxford White TRIM XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW

WEIGHT LBS. Sold "AS EQUIPPED" unless otherwise specified

WARRANTY DICLAIMER. ANY WARRANTIES APPLYING TO THE ABOVE DESCRIBED VEHICLE ARE THOSE OFFERED BY THE MANUFACTURER SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE VEHICLE COVERED BY THIS AGREEMENT, AND BUYER UNDERSTANDS AND AGREES THAT SUCH VEHICLE, WHETHER NEW OR USED, IS SOLD "AS IS" AND "WITH ALL FAULTS".

Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety (whether by way of "strict liability", based upon the selling dealer's negligence or otherwise), is expressly excluded and buyer hereby assumes any such risks.

Furthermore, if the above described vehicle is "USED", the selling dealer makes no warranties, representation or assurances that the motor vehicle contains only original manufacturer installed or manufacturer rebuilt components, parts or accessories.

The manufacturer's warranty (or portion thereof), **if available, is not affected by this disclaimer or warranties by the selling dealer.** Buyer hereby acknowledges that the dealer has made available EPA mileage guides and manufacturer's "Warranty Pre-Sale Information" pursuant to the Magnuson-Moss Warranty Act, if applicable.

No oral representation, promise or agreement should be relied upon in the purchase of this vehicle

BUYER'S SIGNATURE

TRADE BALANCE	GOOD THROUGH	QUOTE BY	ACCOUNT NUMBER
OWED TO			PH #
STREET ADDRESS			ZIP
DOES LIENHOLDER HAVE TITLE CERT? Y N		TITLE STATE?	
TITLE #		2ND LIEN Y N	YEAR
MAKE	MODEL	MILES	STOCK NO.
SER. NO.		DECAL NO	LICENSE NO

TRADE BALANCE	GOOD THROUGH	QUOTE BY	ACCOUNT NUMBER
OWED TO			PH #
STREET ADDRESS			ZIP
DOES LIENHOLDER HAVE TITLE CERT? Y N		TITLE STATE?	
TITLE #		2ND LIEN Y N	YEAR
MAKE	MODEL	MILES	STOCK NO.
SER. NO.		DECAL NO	LICENSE NO

I certify there are no rebuilt titles on my trade

BUYER'S SIGNATURE

____ / ____ MECHANICAL BREAKDOWN PROTECTION PREMIUM $ ____ INCL. SALES TAX

DELIVERY RECEIPT

I/We do hereby agree and fully understand and so stipulate by my/our signal below that the vehicle I am/we are taking delivery of today is pending credit approval through one of the lending sources of this dealership. In the event a loan cannot be secured, it is further understood that I/we will, upon notification, immediately return the vehicle to the dealership at their street address, at my/our own expense and hold the dealership harmless in this transaction.

X

APPLIES ONLY IF YOU TAKE DELIVERY

By my signature below I acknowledge and understand the dealer has disclosed to me the above-referenced vehicle which I intend to purchase could have been previously used as a short-term-lease vehicle (leased without a driver under a written agreement to one or more persons from time to time for a period of less than 12 months) also referred to as a rental vehicle.

BY: X

CUSTOMER SIGNATURE

CONTRARY LANGUAGE DISCLOSURE

The following applies to all vehicles sold as "DEMONSTRATOR" or "USED":

The information you see on the window form (entitled 'Buyers Guide') for this vehicle is part of this contract information on the window form overrides any contrary provisions in the contract of sale.

Buyer hereby acknowledges the presence of the above mentioned window form (BUYER'S GUIDE) on the purchased vehicle at time of delivery and receipt of the original of said form.

BUYER'S SIGNATURE: X

USED & DEMONSTRATION ONLY

Total Including Accessories	50,853.14
Less: Trade Allowance	
Cash Difference	
Service and Handling Fee*	187.50
Waste Tire / Battery Fee	6.50
Electronic Fee*	
Lemon Law	
Taxable Amount	51,047.14
State Sales Tax 0 %	.00
County Sales Tax 0 %	.00
Combined Sales tax	.00
Registration Fees	
MVWTF	2.00
Trade Payoff(s)	
Sub Total	51,049.14
Extended Service Contract	
Maintenance Contract	
State Sales Tax on Benefits	
County Tax on Benefits	
Cash Balance Due	51,049.14
Manufacturer's Rebate(s)	
Deposit	
Cash Down	
Unpaid Balance of Cash Price	51,049.14

* This charge represents costs and profits to the dealer for items such as inspecting, cleaning, and adjusting vehicles and preparing documents related to the sale.

ALL DEALER TO CUSTOMER INCENTIVES, DISCOUNTS, REBATES OR SALE VOUCHERS/CHECKS, IF ANY, ARE INCLUDED IN THIS AMOUNT

ANY MODIFICATION OR ADDITIONS MADE TO THIS VEHICLE OR RESULTING EFFECTS ARE WARRANTED ONLY BY THE MANUFACTURER VENDOR OR INSTALLATION COMPANY AND NOT BY THIS DEALERSHIP NOT THE VEHICLE MANUFACTURER. Such items or modifications include, but are not limited to: dealer installed sunroofs, T-tops, air conditioning units, van conversions, truck bodies, alarms, televisions, radios, CB units, telephones, **wheels, tires, stripes, moldings, roof coverings,** luggage racks, louvers, cruise control, running boards, metal-paint fabric treatments, etc.

- Buyer understands and agrees that it or when written representations, promises or agreements are in conflict with oral (verbal) representations, promises or agreements, the **written instruments override the oral.**
- Buyer guarantees the above described vehicle **offered** in trade to be free **from any** and all security **interests, liens, claims or other encumbrances of any kind, except as** listed **above.**
- Buyer further guarantees **that the trade-in has not been "rebuilt", salved, flood damaged, or other hidden damage, taxi, short term/long term leased.**
- **All trade-ins are subject to reappraisal after 30 days**
- Dealer agrees to refund to buyer any deposits or payments (partial or otherwise) made only if buyer is **unacceptable to such lending institutions for the credit amount requested as recorded in the space provided below if applicable.**
- Buyer herewith **authorizes** dealer and any lending institutions to secure any and all information from any source to determine Buyer's credit worthiness.

If any dispute, controversy or claim between the Purchaser and the dealer, Dealer's officers, agents or employees, or Dealer's surety bonding company arising **out of the** relating to any aspect of this **vehicle purchase** transaction and contract cannot be settled through direct discussions, the parties agree to settle the dispute **in an** amicable manner by, **mandatory and binding arbitration** administered by American Arbitration Association ("AAA") under its Commercial Arbitration Rules. It is the intent of the Purchaser **and** Dealer that this arbitration provision applies to all contract, tort, statutory, regulatory, and deceptive trade practice claims arising from or related to this vehicle purchase transactions, contract and any other claim which may be brought by Purchaser against Dealer. The site of any arbitration or litigation shall be in the County and State where the Dealership resides. If any controversy or claim is determined, for any reason, to be eligible for arbitration then that controversy or claim shall be decided by a judge of a court of competent jurisdiction, **without a jury.** Purchaser knowingly, willingly and voluntarily waives Purchaser's right to trial **by jury for** all controversies and claims, furthermore **waives the right to pursue on** class or representation bases. The undersigned further warrants and agrees that Dealer shall not be liable for any consequential damages, including to but not limited to: damages **for inconvenien**ences, annoyance and mental anguish.

The above identified vehicle suffered prior damage and was repaired at the dealer's actual cost of $ ____

Additional Comments

By my **signature below, I acknowledge and understand that the dealer has disclosed to me that the above referenced vehicle which I** intend **to purchase, was previously damaged.**

BY: X

CUSTOMER SIGNATURE

No oral representation, promise or agreement has been relied upon the purchase of this vehicle

OK

BUYER'S SIGNATURE

OK

CO-BUYER'S SIGNATURE

By

Deal must be accepted by an officer or manager of this Company

The odometer of this vehicle indicates tha number of miles disclosed onthe odometer form required by federal and state law and that the vehicle has been driven more than the limited use necessary in moving or road testing a vehicle prior to delivery to consumer. The mileage is due to the following reason.

THE VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

By my signature below, I acknowledge receipt of the above Notice and understand that the odometer on the vehicle I am purchasing indicates the number of miles disclosed on the odometer form for the reason set forth above.

PURCHASER SIGN: X

DUE TO INSURANCE REGULATIONS WE WILL NOT PROVIDE "LOANER" VEHICLES

FD KTP-000401 FL 4417 030420 378/1776 1FT7W2BA6 SED22212 NB

VEHICLE DESCRIPTION

SUPER DUTY

SE D22212

2025 F250 SRW 4X4 CREW CAB
XL 160" WB STYLESIDE
6.8L DEVCT NA PFI V8 ENGINE
10-SPEED AUTO TORQSHIFT-G

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE VINYL

ford.com

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- TOW HOOKS
- TRAILER SWAY CONTROL
- TRAILER TOW MIRRORS
- WIPERS- INTERMITTENT

INTERIOR
- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

FUNCTIONAL
- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURE PKG 1 YR INCLUDED
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE	(MSRP)
OPTIONAL EQUIPMENT/OTHER	
PREFERRED EQUIPMENT PKG.600A	
10-SPEED AUTO TORQSHIFT-G	NO CHARGE
LT245/75R17E BSW ALL-TERRAIN	165.00
3.73 ELECTRONIC-LOCKING AXLE	430.00
FRONT LICENSE PLATE BRACKET	NO CHARGE
10000# GVWR PACKAGE	
50 STATE EMISSIONS	NO CHARGE
SPARE TIRE AND WHEEL	NO CHARGE
TRAILER BRAKE CONTROLLER	300.00
INTERIOR WORK SURFACE	140.00
JACK	

PRICE INFORMATION	(MSRP)
BASE PRICE	$51,890.00
TOTAL OPTIONS/OTHER	1,035.00
TOTAL VEHICLE & OPTIONS/OTHER	52,925.00
DESTINATION & DELIVERY	2,095.00

RAMP ONE: RH12
RAMP TWO:
RAIL
ITEM #: 24-R165 O/T 2

TOTAL MSRP $55,020.00

Scan The QR Code to get more details about this vehicle

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

SF202 N RB 2X 530 000401 06 20 25

California Air Resources Board

Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

Greenhouse Gas Rating (tailpipe only)

A+ Cleaner — D — D

Smog Rating (tailpipe only)

A+ Cleaner — A- — D

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA AIR RESOURCES BOARD

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score — Not Rated

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	Not Rated
	Passenger	Not Rated

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	Not Rated
	Rear seat	Not Rated

Based on the risk of injury in a side impact.

Rollover — Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FT7W2BA6SED22212

48 YEARS BUILT Ford TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2024 CY total sales
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular network/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

Ford Protect™

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Ford Credit
Get Prequalified now at www.ford.com/finance

Gary Yeomans Ford Ocala - Villages

2816 N PINE AVE , OCALA, FL 34475 (352) 732-4800

STOCK NO	GLASS ETCH
KE75558	NO

VEHICLE WORKSHEET ORDER & SALES INVOICE DATE 08/12/2025 E-MAIL ADDRESS procurementinvoices@marionfl.org Salesperson Amber Martinez

BUYER Business MARION COUNTY BOARD OF COUNTY COMMI SOCIAL SEC. #

ADDRESS 2631 SE 3RD ST CITY OCALA STATE FL ZIP 34471

1ST # 2ND # 3RD # (352) 671-8577 DRIVER'S LIC. # DATE OF BIRTH //

CO-BUYER DRIVER'S LIC. # DATE OF BIRTH //

REGISTERED OWNER DOB FOR REGISTRATION FEES

INSURANCE COMPANY AGENT POLICY #

ENTER MY ORDER FOR ONE YR | R NEW | ☐ DEMONSTRATOR | ☐ USED OR LEASED VEHICLE

2025 MAKE Ford MODEL F-150 TYPE

SERIAL NO. 1FTEX1LP2SKE75558

MILES 0 COLOR Oxford White TRIM XL 4x4 SuperCab 6.5 ft. box 145 in. WB

WEIGHT LBS. Sold "AS EQUIPPED" unless otherwise specified

WARRANTY DICLAIMER, ANY WARRANTIES APPLYING TO THE ABOVE DESCRIBED VEHICLE ARE THOSE OFFERED BY THE MANUFACTURER SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE VEHICLE COVERED BY THIS AGREEMENT, AND BUYER UNDERSTANDS AND AGREES THAT SUCH VEHICLE, WHETHER NEW OR USED, IS SOLD "AS IS" AND "WITH ALL FAULTS".

Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation those which pertain to performance or safety (whether by way of "strict liability", based upon the selling dealer's negligence or otherwise), is expressly excluded and buyer hereby assumes any such risks.

Furthermore, if the above described vehicle is "USED", the selling dealer makes no warranties, representation or assurances that the motor vehicle contains only original manufacturer installed or manufacturer rebuilt components, parts or accessories.

The manufacturer's warranty (or portion thereof), **if available, is not affected by this disclaimer or warranties by the selling dealer.** Buyer hereby acknowledges that the dealer has made available EPA mileage guides and manufacturer's "Warranty Pre-Sale Information" pursuant to the Magnuson-Moss Warranty Act, if applicable.

No oral representation, promise or agreement should be relied upon in the purchase of this vehicle

BUYER'S SIGNATURE

TRADE BALANCE	GOOD THROUGH	QUOTE BY	ACCOUNT NUMBER
OWED TO			PH #
STREET ADDRESS			ZIP
DOES LIENHOLDER HAVE TITLE CERT? Y N		TITLE STATE?	
TITLE #		2ND LIEN Y N	YEAR
MAKE	MODEL	MILES	STOCK NO.
SER. NO.		DECAL NO	LICENSE NO

TRADE BALANCE	GOOD THROUGH	QUOTE BY	ACCOUNT NUMBER
OWED TO			PH #
STREET ADDRESS			ZIP
DOES LIENHOLDER HAVE TITLE CERT? Y N		TITLE STATE?	
TITLE #		2ND LIEN Y N	YEAR
MAKE	MODEL	MILES	STOCK NO.
SER. NO.		DECAL NO	LICENSE NO

I certify there are no rebuilt titles on my trade

BUYER'S SIGNATURE

_____ / _____ MECHANICAL BREAKDOWN PROTECTION PREMIUM $ _____ INCL. SALES TAX

DELIVERY RECEIPT

I/We do hereby agree and fully understand and so stipulate by my/our signal below that the vehicle I am/we are taking delivery of today is pending credit approval through one of the lending sources of this dealership. In the event a loan cannot be secured, it is further understood that I/we will, upon notification, immediately return the vehicle to the dealership at their street address, at my/our own expense and hold the dealership harmless in this transaction.

X _____

APPLIES ONLY IF YOU TAKE DELIVERY

By my signature below I acknowledge and understand the dealer has disclosed to me the above-referenced vehicle which I intend to purchase could have been previously used as a short-term-lease vehicle (leased without a driver under a written agreement to one or more persons from time to time for a period of less than 12 months) also referred to as a rental vehicle:

BY: X _____

CUSTOMER SIGNATURE

CONTRARY LANGUAGE DISCLOSURE

The following applies to all vehicles sold as "DEMONSTRATOR" or "USED".

The information you see on the window form (entitled 'Buyers Guide') for this vehicle is part of this contract information on the window form overrides any contrary provisions in the contract of sale.

Buyer hereby acknowledges the presence of the above mentioned window form (BUYER'S GUIDE) on the purchased vehicle at time of delivery and receipt of the original of said form.

BUYER'S SIGNATURE: X _____

USED & DEMONSTRATION ONLY

Total Including Accessories	43,659.00
Less: Trade Allowance	
Cash Difference	
Service and Handling Fee*	187.50
Waste Tire / Battery Fee	6.50
Electronic Fee*	
Lemon Law	
Taxable Amount	43,853.00
State Sales Tax 0 %	.00
County Sales Tax 0 %	.00
Combined Sales tax	.00
Registration Fees	
MVWTF	2.00
Trade Payoff(s)	
Sub Total	43,855.00
Extended Service Contract	
Maintenance Contract	
State Sales Tax on Benefits	
County Tax on Benefits	
Cash Balance Due	43,855.00
Manufacturer's Rebate(s)	
Deposit	
Cash Down	
Unpaid Balance of Cash Price	43,855.00

* This charge represents costs and profits to the dealer for items such as inspecting, cleaning, and adjusting vehicles and preparing documents related to the sale.

ALL DEALER TO CUSTOMER INCENTIVES, DISCOUNTS, REBATES OR SALE VOUCHERS/CHECKS, IF ANY, ARE INCLUDED IN THIS AMOUNT.

ANY MODIFICATION OR ADDITIONS MADE TO THIS VEHICLE OR RESULTING EFFECTS ARE WARRANTED ONLY BY THE MANUFACTURER VENDOR OR INSTALLATION COMPANY AND NOT BY THIS DEALERSHIP NOT THE VEHICLE MANUFACTURER. Such items or modifications include, but are not limited to, dealer installed sunroofs, T-tops, air conditioning units, van conversions, truck bodies, alarms, televisions, radios, CB units, telephones, wheels, tires, stripes, moldings, roof coverings, luggage racks, louvers, cruise control, running boards, metal-paint-fabric treatments, etc.

- Buyer understands and agrees that if or when written representations, promises or agreements are in conflict with oral (verbal) representations, promises or agreements, the written instruments override the oral.
- Buyer guarantees the above described vehicle offered in trade to be free from any and all security interests, liens, claims or other encumbrances of any kind, except as listed above.
- Buyer further guarantees that the trade-in has not been "rebuilt", salved, flood damaged, or other hidden damage, taxi, short term/long term leased.
- All trade-ins are subject to reappraisal after 30 days.
- Dealer agrees to refund to buyer any deposits or payments (partial or otherwise) made only if buyer is unacceptable to such lending institutions for the credit amount requested as recorded in the space provided below, if applicable.
- Buyer herewith authorizes dealer and any lending institutions to secure any and all information from any source to determine Buyer's credit worthiness.

If any dispute, controversy or claim between the Purchaser and the dealer, Dealer's officers, agents or employees, or Dealer's surety bonding company arising out of the relating to any aspect of this vehicle purchase transaction and contract cannot be settled through direct discussions, the parties agree to settle the dispute in an amicable manner by mandatory and binding arbitration administered by American Arbitration Association ("AAA") under its Commercial Arbitration Rules. It is the intent of the Purchaser and Dealer that this arbitration provision applies to all contract, tort, statutory, regulatory, and deceptive trade practice claims arising from or related to this vehicle purchase transactions, contract and any other claim which may be brought by Purchaser against Dealer. The site of any arbitration or litigation shall be in the County and State where the Dealership resides. If any controversy or claim is determined, for any reason, to be eligible for arbitration then that controversy or claim shall be decided by a judge of a court of competent jurisdiction, without a jury. Purchaser knowingly, willingly and voluntarily waives Purchaser's right to trial by jury for all controversies and claims, furthermore waives the right to pursue on class or representation bases. The undersigned further warrants and agrees that Dealer shall not be liable for any consequential damages, including to but not limited to, damages for inconveniences, annoyance and mental anguish.

The above identified vehicle suffered prior damage and was repaired at the dealer's actual cost of $ _____

Additional Comments:

By my signature below, I acknowledge and understand that the dealer has disclosed to me that the above referenced vehicle, which I intend to purchase, was previously damaged.

BY: X _____

CUSTOMER SIGNATURE

No oral representation, promise or agreement has been relied upon the purchase of this vehicle

OK _____

BUYER'S SIGNATURE

OK _____

CO-BUYER'S SIGNATURE

By _____

Deal must be accepted by an officer or manager of this Company

The odometer of this vehicle indicates the number of miles disclosed onthe odometer form required by federal and state law and that the vehicle has been driven more than the limited use necessary in moving or road testing a vehicle prior to delivery to consumer. The mileage is due to the following reason.

THE VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

By my signature below, I acknowledge receipt of the above Notice and understand that the odometer on the vehicle I am purchasing indicates the number of miles dicklosed on the odometer form for the reason set forth above

PURCHASER SIGN: X _____

DUE TO INSURANCE REGULATIONS WE WILL NOT PROVIDE "LOANER" VEHICLES

FD KAN-005056 FL 9-NORMAL, NB, 105056, SG091 6236 220250718 BLEND 7618 ULC CERTCERT ERT U TR W RAMP FL RAMP C EXFIR 030664 3521/4668 1FTEX1LP2 SKE75558 NB GU13

Ford
ford.com

VEHICLE DESCRIPTION
F-150
SK E75558

2025 F-150 4X4 SUPER CAB
145" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS

EXTERIOR
OXFORD WHITE
INTERIOR
DARK SLATE VINYL 40/20/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED REFLECTOR HEADLAMPS
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- AM/FM STEREO
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- CURVE CONTROL
- FORDPASS™ CONNECT 5GW-FI HOTSPOT TELEMATICS MODEM
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/EVR & 12" SCREEN

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 101A	
XL SERIES	
OPTIONAL EQUIPMENT/OTHER	
.17" SILVER STEEL WHEELS	
.265/70R 17 BSW ALL-TERRAIN	
3.55 ELECTRONIC LOCK RR AXLE	470.00
6550# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
50 STATE EMISSIONS	NO CHARGE
EXTENDED RANGE 36GAL FUEL TANK	
VINYL 40/20/40 FRONT SEAT	NO CHARGE

PRICE INFORMATION	(MSRP)
BASE PRICE	$45,560.00
TOTAL OPTIONS/OTHER	470.00
TOTAL VEHICLE & OPTIONS/OTHER	46,030.00
DESTINATION & DELIVERY	2,195.00

RAMP ONE CA14
RAMP TWO
CONVOY
ITEM # 24-R386 O/T 2

TOTAL MSRP $48,225.00

Scan The QR Code to get more details about this vehicle

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

SG091 N RB 2X 565 005056 07 09 25

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy
20 MPG
combined city/hwy
18 city
23 highway
5.0 gallons per 100 miles

Standard Pickup Trucks range from 12 to 87 MPG. The best vehicle rates 140 MPGe

You spend **$3,500** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $2,600

Fuel Economy & Greenhouse Gas Rating (tailpipe only) 4 (1–10, Best)
Smog Rating (tailpipe only) 6 (1–10, Best)

This vehicle emits 444 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions, learn more at fueleconomy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code-

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★ / Passenger ★★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ / Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FTEX1LP2SKE75558

48 YEARS BUILT FORD TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.* See in-vehicle settings for connectivity options.

*Based on 1977–2024 CY total sales
*FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

Ford Protect®
Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Ford Credit
Get Prequalified now at www.ford.com/finance

2202507187618

Gary Yeomans Ford Ocala - Villages

2816 N PINE AVE , OCALA, FL 34475 (352) 732-4800

STOCK NO	GLASS ETCH
KE72623	NO

VEHICLE WORKSHEET ORDER & SALES INVOICE DATE 08/12/2025 E-MAIL ADDRESS procurementinvoices@marionfl.org Salesperson Amber Martinez

BUYER Business MARION COUNTY BOARD OF COUNTY COMMI SOCIAL SEC. #

ADDRESS 2631 SE 3RD ST CITY OCALA STATE FL ZIP 34471

1ST # 2ND # 3RD # (352) 671-8577 DRIVER'S LIC. # DATE OF BIRTH / /

CO-BUYER DRIVER'S LIC. # DATE OF BIRTH / /

REGISTERED OWNER DOB FOR REGISTRATION FEES

INSURANCE COMPANY AGENT POLICY #

ENTER MY ORDER FOR ONE YR 2025 | R NEW | ☐ DEMONSTRATOR | ☐ USED OR LEASED VEHICLE

MAKE Ford MODEL F-150 TYPE

SERIAL NO. 1FTEX1LP5SKE72623

MILES 0 COLOR Oxford White TRIM XL 4x4 SuperCab 6.5 ft. box 145 in. WB

WEIGHT LBS. Sold "AS EQUIPPED" unless otherwise specified

WARRANTY DICLAIMER. ANY WARRANTIES APPLYING TO THE ABOVE DESCRIBED VEHICLE ARE THOSE OFFERED BY THE MANUFACTURER SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE VEHICLE COVERED BY THIS AGREEMENT, AND BUYER UNDERSTANDS AND AGREES THAT SUCH VEHICLE, WHETHER NEW OR USED, IS SOLD "AS IS" AND "WITH ALL FAULTS".

Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, **damages for loss of use, loss of time, loss of profits, or income,** or any other incidental **damages.**

Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety (whether by way of "strict liability", based upon the selling dealer's negligence or otherwise), is expressly excluded and buyer hereby assumes any such risks.

Furthermore, if the above described vehicle is "USED", the selling dealer makes no warranties, representation or assurances that the motor vehicle contains only original manufacturer installed or manufacturer rebuilt components, parts or accessories.

The manufacturer's warranty (or portion thereof), if available, is not affected by this disclaimer or warranties by the selling dealer. Buyer hereby acknowledges that the dealer has made available EPA, mileage guides and manufacturer's "Warranty Pre-Sale Information" pursuant to the Magnuson-Moss Warranty Act, if applicable.

No oral representation, promise or agreement should be relied upon in the purchase of this vehicle

BUYER'S SIGNATURE

TRADE BALANCE	GOOD THROUGH	QUOTE BY	ACCOUNT NUMBER
OWED TO			PH #
STREET ADDRESS			ZIP
DOES LIENHOLDER HAVE TITLE CERT? Y N		TITLE STATE?	
TITLE #		2ND LIEN Y N	YEAR
MAKE	MODEL	MILES	STOCK NO.
SER. NO.		DECAL NO	LICENSE NO
TRADE BALANCE	GOOD THROUGH	QUOTE BY	ACCOUNT NUMBER
OWED TO			PH #
STREET ADDRESS			ZIP
DOES LIENHOLDER HAVE TITLE CERT? Y N		TITLE STATE?	
TITLE #		2ND LIEN Y N	YEAR
MAKE	MODEL	MILES	STOCK NO.
SER. NO.		DECAL NO	LICENSE NO

I certify there are no rebuilt titles on my trade

BUYER'S SIGNATURE

_____/_____ MECHANICAL BREAKDOWN PROTECTION PREMIUM $ _____ INCL. SALES TAX

DELIVERY RECEIPT

I/We do hereby agree and fully understand and so stipulate by my/our signal below that the vehicle I am/we are taking delivery of today is pending credit approval through one of the lending sources of this dealership. In the event a loan cannot be secured, it is further understood that I/we will, upon notification, immediately return the vehicle to the dealership at their street address, at my/our own expense and hold the dealership harmless in this transaction.

X

APPLIES ONLY IF YOU TAKE DELIVERY

By my signature below I acknowledge and understand the dealer has disclosed to me the above-referenced vehicle which I intend to purchase could have been previously used as a short-term-lease vehicle (leased without a driver under a written agreement to one or more persons from time to time for a period of less than 12 months) also referred to as a rental vehicle.

BY: X

CUSTOMER SIGNATURE

CONTRARY LANGUAGE DISCLOSURE

The following applies to all vehicles sold as "DEMONSTRATOR" or "USED":

The information you see on the window form (entitled "Buyers Guide") for this vehicle is part of this contract information on the window form overrides any contrary provisions in the contract of sale.

Buyer hereby acknowledges the presence of the above mentioned window form (BUYER'S GUIDE) on the purchased vehicle at time of delivery and receipt of the original of said form.

BUYER'S SIGNATURE: X

USED & DEMONSTRATION ONLY

Total Including Accessories	43,659.00
Less: Trade Allowance	
Cash Difference	
Service and Handling Fee*	187.50
Waste Tire / Battery Fee	6.50
Electronic Fee*	
Lemon Law	
Taxable Amount	43,853.00
State Sales Tax 0 %	.00
County Sales Tax 0 %	.00
Combined Sales tax	.00
Registration Fees	
MVWTF	2.00
Trade Payoff(s)	
Sub Total	43,855.00
Extended Service Contract	
Maintenance Contract	
State Sales Tax on Benefits	
County Tax on Benefits	
Cash Balance Due	43,855.00
Manufacturer's Rebate(s)	
Deposit	
Cash Down	
Unpaid Balance of Cash Price	43,855.00

* This charge represents costs and profits to the dealer for items such as inspecting, cleaning, and adjusting vehicles and preparing documents related to the sale.

ALL DEALER TO CUSTOMER INCENTIVES, DISCOUNTS, REBATES OR SALE VOUCHERS/CHECKS, IF ANY, ARE INCLUDED IN THIS AMOUNT.

ANY MODIFICATION OR ADDITIONS MADE TO THIS VEHICLE OR RESULTING EFFECTS ARE WARRANTED ONLY BY THE MANUFACTURER VENDOR OR INSTALLATION COMPANY AND NOT BY THIS DEALERSHIP NOT THE VEHICLE MANUFACTURER. Such items or modifications include, but are not limited to: dealer installed sunroofs, T-tops, air conditioning units, van conversions, truck bodies, alarms, televisions, radios, CB units, telephones, wheels, tires, stripes, moldings, roof coverings, luggage racks, louvers, cruise control, running boards, metal-paint fabric treatments, etc.

- Buyer understands and agrees that if or when written representations, promises or agreements are in conflict with oral (verbal) representations, promises or agreements, the written instruments override the oral.
- Buyer guarantees the above described vehicle offered in trade to be free from any and all security interests, liens, claims or other encumbrances of any kind, except as listed above.
- Buyer further guarantees that the trade-in has not been "rebuilt", salved, flood damaged, or other hidden damage, taxi, short term/long term leased.
- All trade-ins are subject to reappraisal after 30 days
- Dealer agrees to refund to buyer any deposits or payments (partial or otherwise) made only if buyer is unacceptable to such lending institutions for the credit amount requested as recorded in the space provided below, if applicable
- Buyer herewith authorizes dealer and any lending institutions to secure any and all information from any source to determine Buyer's credit worthiness.

If any dispute, controversy or claim between the Purchaser and the dealer, Dealer's officers, agents or employees, or Dealer's surety bonding company arising out of the relating to any aspect of this vehicle purchase transaction and contract cannot be settled through direct discussions, the parties agree to settle the dispute in an amicable manner by **mandatory and binding arbitration** administered by American Arbitration Association ("AAA") under its Commercial Arbitration Rules. It is the intent of the Purchaser and Dealer that this arbitration provision applies to all contract, tort, statutory, regulatory, and deceptive trade practice claims arising from or related to this vehicle purchase transactions, contract and any other claim which may be brought by Purchaser against Dealer. The site of any arbitration or litigation shall be in the County and State where the Dealership resides. If any controversy or claim is determined, for any reason, to be eligible for arbitration then that controversy or claim shall be decided by a judge of a court of competent jurisdiction, **without a jury.** Purchaser knowingly, willingly and voluntarily waives Purchaser's right to trial by jury for all controversies and claims, furthermore waives the right to pursue on class or representation bases. The undersigned further warrants and agrees that Dealer shall not be liable for any consequential damages, including to but not limited to, damages for inconveniences, annoyance and mental anguish.

The above identified vehicle suffered prior damage and was repaired at the dealer's actual cost of $ _____

Additional Comments: _____

By my signature below, I acknowledge and understand that the dealer has disclosed to me that the above referenced vehicle, which I intend to purchase, was previously damaged.

BY: X _____

CUSTOMER SIGNATURE

The odometer of this vehicle indicates the number of miles disclosed onthe odometer form required by federal and state law and that the vehicle has been driven more than the limited use necessary in moving or road testing a vehicle prior to delivery to consumer. The mileage is due to the following reason,

THE VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

By my signature below, I acknowledge receipt of the above Notice and understand that the odometer on the vehicle I am purchasing indicates the number of miles dicloesd on the odometer form for the reason set forth above.

PURCHASER SIGN: X _____

No oral representation, promise or agreement has been relied upon the purchase of this vehicle

OK _____

BUYER'S SIGNATURE

OK _____

CO-BUYER'S SIGNATURE

By _____

Deal must be accepted by an officer or manager of this Company

DUE TO INSURANCE REGULATIONS WE WILL NOT PROVIDE "LOANER" VEHICLES

:FD KAN-005040 FL 9-NORMAL,NB,105040,SG091 7332 220250718 8714 ULC U W FL C 030664 4617/4668 1FTEX1LP5 SKE72623 NB

ford.com

VEHICLE DESCRIPTION

F-150

SK E72623

2025 F-150 4X4 SUPER CAB
145" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS

EXTERIOR
OXFORD WHITE
INTERIOR
DARK SLATE VINYL 40/20/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED REFLECTOR HEADLAMPS
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- AM/FM STEREO
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- CURVE CONTROL
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/EVR & 12" SCREEN

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 101A	
•XL SERIES	
OPTIONAL EQUIPMENT/OTHER	
.17" SILVER STEEL WHEELS	
265/70R 17 BSW ALL-TERRAIN	
3.55 ELECTRONIC LOCK RR AXLE	470.00
6550# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
50 STATE EMISSIONS	NO CHARGE
EXTENDED RANGE 36GAL FUEL TANK	
VINYL 40/20/40 FRONT SEAT	NO CHARGE

PRICE INFORMATION	(MSRP)
BASE PRICE	45,560.00
TOTAL OPTIONS/OTHER	470.00
TOTAL VEHICLE & OPTIONS/OTHER	46,030.00
DESTINATION & DELIVERY	2,195.00

RAMP ONE: CA14
RAMP TWO:
CONVOY
ITEM #: 24-R359 O/T 2

TOTAL MSRP $48,225.00

Scan The QR Code to get more details about this vehicle

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

SG091 N RB 2X 565 005040 07 09 25

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

20 MPG combined city/hwy — 18 city, 23 highway

Standard Pickup Trucks range from 12 to 87 MPG. The best vehicle rates 140 MPGe.

5.0 gallons per 100 miles

You spend **$3,500** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $2,600

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 4 (1–10, Best)

Smog Rating (tailpipe only): 6 (1–10, Best)

This vehicle emits 444 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions, learn more at fueleconomy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★, Passenger ★★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★, Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FTEX1LP5SKE72623

48 YEARS BUILT FORD TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2024 CY total sales
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

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Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

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2202507188714

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20274 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.6.5.

SUBJECT:
Request Approval of Change Order 1 to Purchase Order 2501207: Heagy-Burry Boat Ramp Surface Depression Remediation - Foundation Services of Central Florida, Ocala, FL (Budget Impact - Neutral; additional expenditure of $36,445)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On June 4, 2024, the Board approved project 24B-119 Heagy Burry Boat Ramp Renovations for the construction of an asphalt parking lot, floating dock system, restroom, sheet pile retaining wall, concrete driveway apron, stormwater infrastructure, sidewalks, and landscaping at Heagy Burry Boat Ramp. During the excavation process, a surface depression was discovered, putting a halt to all work. The Parks & Recreation Department consulted with Geo-Tech, Inc. to provide a detailed assessment and report for remediation of the depression. Parks & Recreation anticipated this work would be less than $50,000 and moved forward with soliciting quotes from qualified contractors to remedy the surface depression. Foundation Services of Central Florida, Inc. (FSCF), was the only vendor to respond with a quote in the amount of $82,005 for the remediation of the surface depression.

On April 15, 2025, the Board approved the issuance of a purchase order to FSCF in the amount of $82,005 for remediation of the surface depression. During the remediation process, the contractor determined that grout injection would be necessary to stabilize the area.

Change Order No. 1 is being presented for consideration to increase the purchase order by $36,445, for a revised total of $118,450. This increase reflects the cost of grout injection services provided by United Structural Systems, LLC, as detailed in the attached invoice.

If approved, the Change Order will be routed to the Chairman and Clerk for signatures.

BUDGET/IMPACT:
Neutral; additional expenditure of $36,445 bringing the total purchase order amount to $118,450. Funding is from line CR362572-546101 (Parks & Rec Fees Fund).

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute Change Order 1 to Purchase Order 2501207 for Foundation Services of Central Florida, Inc., under contract 24B-119.

RCVD 11'25 AM11:58

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 08/11/2025 Department Parks and Recreation Change Order # 1

☐ Additional Days Only Is Board Action Required? Yes

Bid/Contract/Quote Number & Project Title:
Heagy-Burry Boat Ramp Surface Depression Remediation

Vendor (Name & Address):
Foundation Services of Central Florida, Inc.
4265 NW 44th Ave
Ocala, FL 34482

Project Code: 360HEAGYBR

PO Number: 02501207

Contract Amount: $82005.00

GL Account Number (ORG/OBJECT):
CR362572-546101

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

Contractor shall grout injection a sinkhole at Heagy-Burry Boat Ramp. This change order is for additional work that was outside the contract amount and was recommended to us by our Geotechnical engineers.
Time and material is $36,445.00

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE*

Original Ordered Amount:	$82,005.00
Current Ordered Amount (Not the balance):	$82,005.00
The PO will be increased/decreased by this change order in the amount of: (Do not put contingency amount) Increase ☒ Decrease ☐	$36,445.00
The new PO amount including this change order will be: (PO amount will not change if it comes from contingency)(auto calculated)	**$118,450.00**
Contract time will be Increased/decreased by ____ DAYS	30
Prior Substantial Completion Date	Revised Substantial Completion Date
Prior Final Completion Date	Revised Final Completion Date

Approval:

Director/Designee — 8/11/2025 Date

Project Mgr. — 8/11/2025 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

STABLEDRY SERVICES Strong foundations. United together.

USS TITAN StableSoils Foundation Services

INVOICE

United Structural Systems, LLC
2111 Boat Factory Road
Pleasant View, TN 37146

Invoice #: USS-1005005
Invoice Date: 07/01/2025
Due Date: 07/31/2025

Bill To:
Marion County BOCC
2631 SE Thrid Street
Ocala, FL 34471
United States

Ship To:
Marion County BOCC
2631 SE Thrid Street
OcalaFL 34471
United States

Reference #:PO@02501207 - CO1 - Additional
Terms: Net 30

Item	Description	Quantity	Memo	Amount
DR	Drilling, Micropile, Tie Back, Soil Nail, etc	206		$-4,120.00
GR	Grouting	141	Additional/Overage	$41,595.00
WA	Water Trailer	12		$-1,140.00
LC	Lost Casing	5		$110.00
			Total:	36,445.00
			Total Paid:	0.00
			Balance:	36,445.00

Foundation Services

4265 Northwest 44th Ave., Ocala, Florida 34482
PHONE: 352.622.9218
TOLL FREE: 866.622.3723
FAX: 352.732.5459
www.FoundationServicesCF.com

QUALITY FROM THE UNDERGROUND UP.
State Certified Contractor CB-CA59697

COPY

January 7, 2025

Marion County Board of County Commissioners
Attn: Joey Amodo
111 SE 25th Ave
Ocala, Fl 34471
352-671-8555
Joey.amodo@marionfl.org
Susan.heyen@marionfl.org

PROPOSAL

Project: **Surface Depression, Heagy Burry Boat Ramp, 5040 NW 191st Place, Reddick Fl**
Engineer: **Geo-Tech, Inc.**
Project No.: **24-374.08.1**

Foundation Services is pleased to present this proposal for sinkhole remediation by Compaction Grouting of the subsiding area at the above-referenced address. This proposal is based on information provided by **Geo-Tech, Inc.**

Here are a few of our features and benefits:

- ✓ In business since **1991**
- ✓ Florida licensed statewide – CB-CA59697
- ✓ Fully insured - General Liability, Workers Compensation and Automobile
- ✓ Accredited business with the Better Business Bureau – **A+ Rating**
- ✓ State-of-the-art equipment allows us to complete your project in less time

Thank you again for your time and consideration.

Robert Stephenson
General Manager / Owner
Foundation Services of Central Florida, Inc.

State Certified Contractor
CB-CA59697
Better Business Bureau ACCREDITED BUSINESS

COMPACTION GROUT

Compaction Grouting consists of the stabilization of the soils in the subsiding areas using a low slump grout. This low-slump grouting involves the injection of a sand-cement grout under controlled pressures to compact and displace the soils. This controlled pressure grouting will tend to minimize the possibility of further raveling of soils into solution cavities.



DRILLING

Foundation Services carefully installs grout casings to protect your property throughout the entire process. Our site-specific drilling equipment will install 3" diameter injection pipes to the recommended depth or refusal beneath the existing ground surface at various locations. Foundation Services will angle our grout pipes as requested to maximize the effectiveness by treating under the interior of the building.

GROUTING

The grouting will begin at the limestone layer. At this depth, the grout will be pumped at pressures in the range of 0 to 300 psi. By utilizing multiple devices, we will monitor the ground surface and structure elevations for movement throughout the grouting process. As the grout injection pipes are extracted, grout displacement will achieve the project repair goal by sealing off the top surface of limestone and filling channels, voids, and unstable soil settlements.

COPY

Heagy Burry Boat Ramp
Surface Depression Remediation
QUOTE FORM

ITEM	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	$1,500.00	$1,500.00
2	GROUT INJECTION PIPE (46' average)	18	EA	$20.00 PLF	$16,560.00
3	COMPACTION GROUT	210	CY	$295.00 cy	$61,950.00
4	WATER	21	DAY	$95.00	$1,995.00

$82,005

COPY

SCHEDULE OF WORK

Foundation Services will contact Sunshine 811 to have all underground utilities located as required by law.

Foundation Services will coordinate all work with **Geo-Tech, Inc.**

Foundation Services will make every effort to preserve all landscaping, grass, and building finishes.

Foundation Services will provide a Release of Lien upon receipt of final payment.

SCHEDULE

Foundation Services will require approximately 2-3 weeks to complete the compaction grouting program.

We can typically mobilize 4-6 weeks from the Written Notice to Proceed, upon receipt of the building permit.

ITEMS TO BE FURNISHED BY OTHERS

Continuous access to and from the work area.

Source of electricity (110 volts) and water.

SCOPE OF WORK

This proposal addresses sinkhole remediation and subsurface grouting to stabilize confirmed soft or loose soils. It will not mitigate the adverse effects of plastic and active clays, buried organics, or debris. We will perform the grouting work under the direction and in cooperation with **Geo-Tech, Inc.**

The guidelines for this work shall be in accordance with the subsurface investigation recommendation prepared by **Geo-Tech, Inc.**

These sinkhole repairs do not guarantee that volume changes of clay (expanding and shrinking) will not cause some future settling and/or cracking distress.

COPY

December 20, 2024
Project No. 24-374.08.1

Susan Heyen
Marion County Parks and Recreation
111 SE 25th Avenue
Ocala, Florida 34471

Reference: Surface Depression, Heagy Burry Boat Ramp, 5040 NW 191st Place
Reddick, Florida
Geotechnical Site Evaluation

Dear Ms. Heyen:

Geo-Technologies, Inc. (Geo-Tech) completed a geotechnical evaluation of the project site as requested by you. Services were conducted in accordance with Geo-Tech Proposal No. 15098 Revision A dated November 13, 2024.

Our findings, evaluations and recommendations are presented in the following report. Generally accepted soils and foundation engineering practices were employed in the preparation of this report.

Geo-Tech appreciates the opportunity to provide our services for this project. Should you have any questions regarding the contents of this report or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

Grady N. Polk, E.I.
Staff Engineer
GNP/CAH



Craig A. Hampy, P.E.
Florida Registration No. 83240

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Purposes of Exploration
Purposes of this evaluation were to characterize subsurface soil conditions adjacent to the observed surface depression and to provide applicable remediation recommendations based on our findings.

Site Description
The site is located at 5040 NW 191st Place in Reddick, Florida. Geo-Tech observed a surface depression approximately six (6) feet in diameter and three (3) feet deep at the site on our initial site visit. We refer you to the GPR Survey and Boring Location Map presented in Appendix IV for the approximate surface depression location.

Exploration Program
Field exploration services for this geotechnical site evaluation consisted of the following:

- Ground penetrating radar (GPR) survey adjacent to the surface depression. Our GPR survey was performed on November 21, 2024

- Three (3) standard penetration test (SPT) borings to depths ranging from approximately twenty-five (25) to seventy-two and one-half (72 ½) feet below site grade adjacent to the surface depression and in subsurface anomalous areas detected in the GPR survey data (ASTM D1586). SPT borings were performed on December 17, 2024.

Sampling and Testing Descriptions

GPR Survey
GPR is an electromagnetic geophysical method used to detects interfaces between subsurface materials with differing dielectric constants. The GPR system consists of an antenna which houses a transmitter and receiver and a profiling recorder which processes the received signal, records the data in a portable computer and produces a continuous cross-section of the subsurface interface reflections (reflectors) on a graphic display.

The transmitter radiates repetitive short-duration electromagnetic waves into the earth from an antenna moving across the ground surface. These radar waves are reflected back to the receiver by interfaces between materials with different dielectric constants. Travel times of the signal are used to estimate the depth of signal penetration. Intensity of the reflected signal is a function of the contrast in the dielectric constants between materials, the conductivity of the material through which the wave is traveling and the frequency of the signal. Subsurface features which commonly cause such reflections are changes in sediment composition, bedding and cementation horizons, voids, water content along with unnatural changes to the subsurface such as disturbed soils, soil backfill, buried debris, tanks, pipelines and utilities.

Normal subsurface conditions are frequently characterized by relatively continuous and horizontal reflectors. Anomalous subsurface features, such as voids, exhibit reflectors which dip down toward the center of a void or are discontinuous. Water is typically characterized by

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relatively high-amplitude reflectors. Fractures are typically characterized by an abrupt increase in the depth of penetration of the GPR signal and high-angle reflectors near the boundaries of the suspected fracture.

GPR signal penetration depth is highly site-specific and is limited by signal attenuation (absorption) in subsurface materials. Signal attenuation is dependent upon the electrical conductivity and moisture content of subsurface materials. Signal attenuation is greatest in materials with relatively high electrical conductivities such as clays and brackish groundwater and lowest in relatively low-conductivity materials such as dry sand or rock. GPR signal penetration depth is also dependent on the antenna's transmitting frequency. GPR signal penetration depth generally increases as the antenna's transmitting frequency decreases.

A GPR survey is conducted along transects which are measured paths along which the antenna is moved. Calibrated survey wheel measurements are used to determine the position of the antenna. The antenna location is recorded in the GPR survey data to allow correlation of the data to actual field locations.

Standard Penetration Test (SPT) Boring
SPT borings were performed in accordance with ASTM D1586. This SPT boring method consists of a split-barrel sampler driven into the subsurface soils by a one hundred and forty (140) pound hammer falling thirty (30) inches. The number of blows required to drive the sampler one (1) foot, after seating six (6) inches, is the designated resistance or N-Value and is an index to soil strength and consistency.

Soil samples recovered during the performance of our SPT borings were visually classified in the field. Representative soil samples were placed in containers and transported to our laboratory for further analysis.

Findings

GPR Survey
The GPR survey was performed utilizing a shielded one hundred sixty (160) MHz antenna and the GX HDR monitor manufactured by Mala Geoscience of Mala, Vasterbotten Municipality, Sweden.

Data from the GPR survey was transferred from the GX HDR monitor to a desktop computer where processing was performed utilizing MALA Object Mapper Version 2.0.1804.102 software produced by Mala Geoscience of Mala, Vasterbotten Municipality, Sweden.

GPR transects were constructed by Geo-Tech throughout accessible areas adjacent to the surface depression. Our GPR survey was performed by towing the antenna along each transect line. We refer the reader to the GPR Survey and Boring Location Map presented in Appendix IV for the approximate GPR survey area.

Our GPR survey data indicated a maximum signal penetration depth of approximately eighteen (18) feet below existing site grade. Subsurface conditions located below the maximum signal penetration depth were not detected by the antenna.

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Our GPR survey data presented subsurface anomalous areas as indicated by downwarping, discontinuous strata and/or localized areas of deeper signal penetration in three (3) areas of the site. SPT borings were later performed in these areas.

SPT Borings

General subsurface conditions found in our soil borings are graphically presented on the soil profiles in Appendix III. Horizontal lines designating the interface between differing materials found represent approximate boundaries. Transition between soil layers is typically gradual.

Soils found in our borings generally consisted of loose fine sand, very loose to medium dense clayey sand, medium stiff slightly sandy clay, very loose to medium dense peat and limestone to the depths drilled.

A weight-of-hammer (WOH) zone was found in boring B-1 between depths of approximately forty-nine and one-half (49 ½) to fifty (50) feet below existing site grade. WOH zones were found in boring B-3 between depths of approximately twenty-four (24) twenty-six (26), twenty-six and one-half (26 ½) to twenty-seven and one-half (27 ½), thirty-five and one-half (35 ½) to thirty-seven (37), forty-five and one-half (45 ½) to forty-seven (47), fifty-three and one-half (53 ½) to fifty-five (55), fifty-five and one-half (55 ½) to fifty-nine (59), sixty-two and one-half (62 ½) to sixty-four and one-half (64 ½) and sixty-six and one-half (66 ½) to sixty-eight (68) feet below existing site grade.

Groundwater was not found within ten (10) feet below existing site grade in our borings at the time of drilling.

Evaluations

Geo-Tech observed indications of subsurface sinkhole type activity in borings B-1 and B-3 between depths ranging from approximately twenty-four (24) to sixty-eight (68) feet below existing site grade.

Most sinkhole activity in Florida is the result of subterranean erosion (raveling) of subsurface soils into solution channels and cavities in the underlying limestone. This erosion is generally caused by downward seepage of groundwater (recharge) into the limestone aquifer along with downward migration of subsurface soils. This erosion propagates upward toward the ground surface as a sinkhole develops and can cause WOH zones as found in borings B-1 and B-3 These zones can cause settlement to structures placed above them.

Remediation Recommendations

Geo-Tech recommends excavating in the base of the surface depression until firm soils are found followed by backfilling of the excavation. Backfill material should consist of sandy clay soils with a minimum plasticity index of twenty-five (25) and a minimum of fifty (50) percent passing a U.S. Standard No. 200 sieve. Backfill operations should continue until the backfill material elevation is high enough to keep surface water runoff from ponding. We refer you to the Remediation Detail presented in Appendix II.

Please note that shallow limestone observed within three (3) feet of ground surface should be removed and capped with sandy clay backfill soils as mentioned above.

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Compaction of backfill soils should obtain a minimum of ninety (90) percent of the Modified Procter (ASTM D1557) maximum dry density value. Uncompacted lifts shall be no thicker than six (6) inches.

Geo-Tech also recommends remediation of the subsurface sinkhole type activity found in borings B-1 and B-3 to consist of deep soil stabilization by means of low slump, sand-cement compaction grout. Nine (9) injection pipes should be installed on a ten (10) foot grid pattern centered on each boring location B-1 and B-3 for a total of eighteen (18) grout injection pipes. Additional injection pipes may be added depending on grout intakes. We refer the reader to the Grout Injection Plan presented in Appendix I for proposed grout pipe injection locations.

Grout shall be utilized to seal loose zones to depths of approximately sixty-eight (68) feet below the existing site grade. Geo-Tech estimates grout quantities for this project to range between one hundred fifty (150) to two hundred ten (210) cubic yards. Grout mix specifications and pumping procedures are presented in Appendix I. The Grouting Contractor should present submittals to Geo-Tech for approval.

Closure/General Qualifications

This report has been prepared in order to aid in the evaluation of the site. The scope of this geotechnical site evaluation is limited to this specific project and the location described herein.

Evaluations and recommendations submitted in this report are based on our findings from the soil borings performed. Soil, limestone and groundwater conditions may vary between boring locations. These variations were not taken into consideration for this report. However, variations may become evident during the remediation. Geo-Tech should be informed if variations are encountered during remediation so our evaluations and recommendations can be reviewed.

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APPENDIX I

COMPACTION GROUTING SPECIFICATIONS
&
GROUT INJECTION PLAN

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Compaction Grouting Specifications

General
The following grouting specifications are for stabilization and improvement of deep subsurface soil conditions at the project site as indicated in the Remediation Recommendations section of this report.

Scope
The scope of work consists of furnishing all labor, equipment and materials and performing all work connected with the injection of the cementaceous grout to fill, seal and stabilize subsurface soils.

Subsurface Soil Stabilization
The subsurface soils stabilization program shall consist of pumping sand-cement grout with suitable chemical additives to the recommended depths and at pressures necessary to fill, stabilize and cement subsurface soils in order to minimize the potential for future subsidence.

Contractor
The compaction grouting Contractor shall submit their qualifications to Soil Engineer and the Owner. The Contractor shall have at least five (5) years of experience in similar deep and shallow compaction grouting jobs and shall submit references of their activities. The Contractor shall submit a project schedule to Soil Engineer for approval prior to mobilization to the site. The Contractor shall also provide sufficient labor and equipment to ensure the project site is protected from pedestrians and non-essential construction vehicles by means of caution tape and/or protective fencing in order to provide a safe working environment for construction and non-construction personnel.

Equipment
a. Grout Injection Equipment: A continuous flow, positive displacement model with a pugmill type mixing vat having a minimum shaft speed of sixty (60) rpm and incorporated as an integral part of the mudjack equipment. Alternate equipment may be used at the discretion of Geo-Tech.

b. Mixer: (If On-Site Mixing is Used) Machine driven rotary mixer with a minimum seven (7) cubic foot capacity; agitate during pumping operations.

c. Injection Pipes: Minimum diameter two (2) inch I.D., Maximum Diameter four (4) inch I.D.

d. Pressure Gauge: Sufficient size (4-inch face) in order to be legible while monitoring grouting pressures from a safe distance.

Grout Mixture
The mixture used for grouting shall be a creamy consistency which will permit the grout mixture, when set aside in a standard concrete test mold, to show less than one percent of the mixture height of free water on the surface after standing not less than twelve (12) hours. The grout

COPY

mixture shall have a time of efflux (ASTM C939-81) greater than thirty-five (35) seconds. Geo-Tech recommends utilizing a compaction grout mix option as presented in Table 2 below. Please note that either mix option may be used subject to minor variation of any constituent if found necessary to meet the above requirements.

Table 1 Compaction Grout Mix Options

Constituent	Mix A	Mix B
Fly Ash (Gs = 2.5)	500 pounds	n/a
Cement (Gs = 3.15)	500 pounds	900 pounds
Water	55 gallons	55 gallons
Sand (Gs = 2.65)	2,300 pounds	2,300 pounds
Darex (or equal)	1 ounce	1 ounce
WRDA-79 (or equal)	45 ounces	45 ounces

Note: Quantities presented in Table 2 are for one (1) cubic yard of material.

Grout Mixture and Placement

Facilities shall be provided to accurately measure ingredients in each batch of grout if on-site mixing is used. Ingredients shall be thoroughly mixed and immediately pumped to the grout pipes through a flexible hose connection not more than two hundred fifty (250) feet long.

Compaction Grouting Procedure

a. The scope of this compaction grout program includes grouting at pipe locations on approximately ten (10) foot centers. However, the program may be modified by the Soil Engineer as dictated by the actual field conditions encountered. Some injection pipe locations may be deleted and/or alternate locations may be added to the program if directed by the Soil Engineer.

b. Grout pipes shall be installed to refusal conditions. The Contractor shall rotary drill (using a Bentonite slurry) the injection pipes to a minimum depth of fifteen (15) feet and then either drill or drive, at the discretion of the Soil Engineer, to the refusal depth. Any other method of installation shall not be accepted unless approved by the Soil Engineer.

c. Grouting operations may begin following satisfactory installation of injection pipes. The rate of pumping shall not exceed six (6) cubic feet per minute. Pumping pressures should range between one-hundred (100) to one-hundred fifty (150) psi at the tip of the casing. The in-line pressure gauge should be of sufficient size in order to be legible while monitoring grouting pressures from a safe distance (4-inch face).

d. Shallow grouting may be performed at the discretion of the Soil Engineer to re-level concrete slabs, footings or other structures.

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e. All grouting operations shall be monitored by a Geo-Tech representative.

Soil Engineer Monitoring

The Soil Engineer will monitor the compaction grouting operations and represent the Owner to assure compliance with the specifications outlined above and the duties discussed below. The Soil Engineer shall recommend intervals of grouting and shall decide if additional or less grout is necessary.

a. The Soil Engineer can stop the grouting operation at any time if the operation does not comply with the abovementioned specifications or if the work is unsuitable. The Soil Engineering will not be responsible for damage to the lawn, landscape areas or structures due to grouting procedures.

b. The Soil Engineer will make all measurements of grout heave, settlement and grout quantity pumped. The Soil Engineer will maintain daily records of the grouting operation for the benefit of the Owner and Contractor. The grout quantity recorded by the Soil Engineer shall be considered the final amount of grout pumped for billing purposes. The Contractor will be responsible for laser equipment necessary to monitor at least three (3) locations continuously during the grouting operation.

c. The Soil Engineer shall observe any vertical movement of the ground during the grouting operation. The grouting operation shall cease and observations shall continue for thirty (30) minutes if a momentary downward movement is observed. Pumping shall be resumed at a lower rate of discharge if the ground does not return to its original grade. The grouting operation shall cease if upward movement is observed.

d. The Contractor shall exercise care when grouting beneath and adjacent to existing structures. The Contractor is responsible for ensuring that the grouting operation does not cause unnecessary damage to existing structures.

e. Grouting operations shall cease and the Soil Engineer shall be notified when grout injection pipes in undeveloped areas are ten (10) feet or shallower measured from existing grade, when grout injection pipes in close proximity to existing buildings are fifteen (15) feet or shallower measured from existing grade and when grout injection pipes adjacent to in-ground pools are twenty (20) feet or shallower from existing site grade. Grouting operations shall cease and the Soil Engineer shall be notified when grout injection pipes in close proximity to existing buildings are fifteen (15) feet or shallower measured from existing grade. These points may be abandoned or relocated by the Soil Engineer.

Considerations

Unit prices per cubic yard of grout, per foot for pipe installation/removal and per day of shallow grouting shall be applicable to quantities over or under the estimated amounts.

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MARION COUNTY PARKS AND RECREATION

SURFACE DEPRESSION, HEAGY BURRY BOAT RAMP
5040 NW 191ST PLACE
REDDICK, FLORIDA

GROUT INJECTION PLAN

GEO-TECH, INC.

■GEOTECHNICAL ■ENVIRONMENTAL
■CONSTRUCTION MATERIALS TESTING ■GEOPHYSICAL EXPLORATION

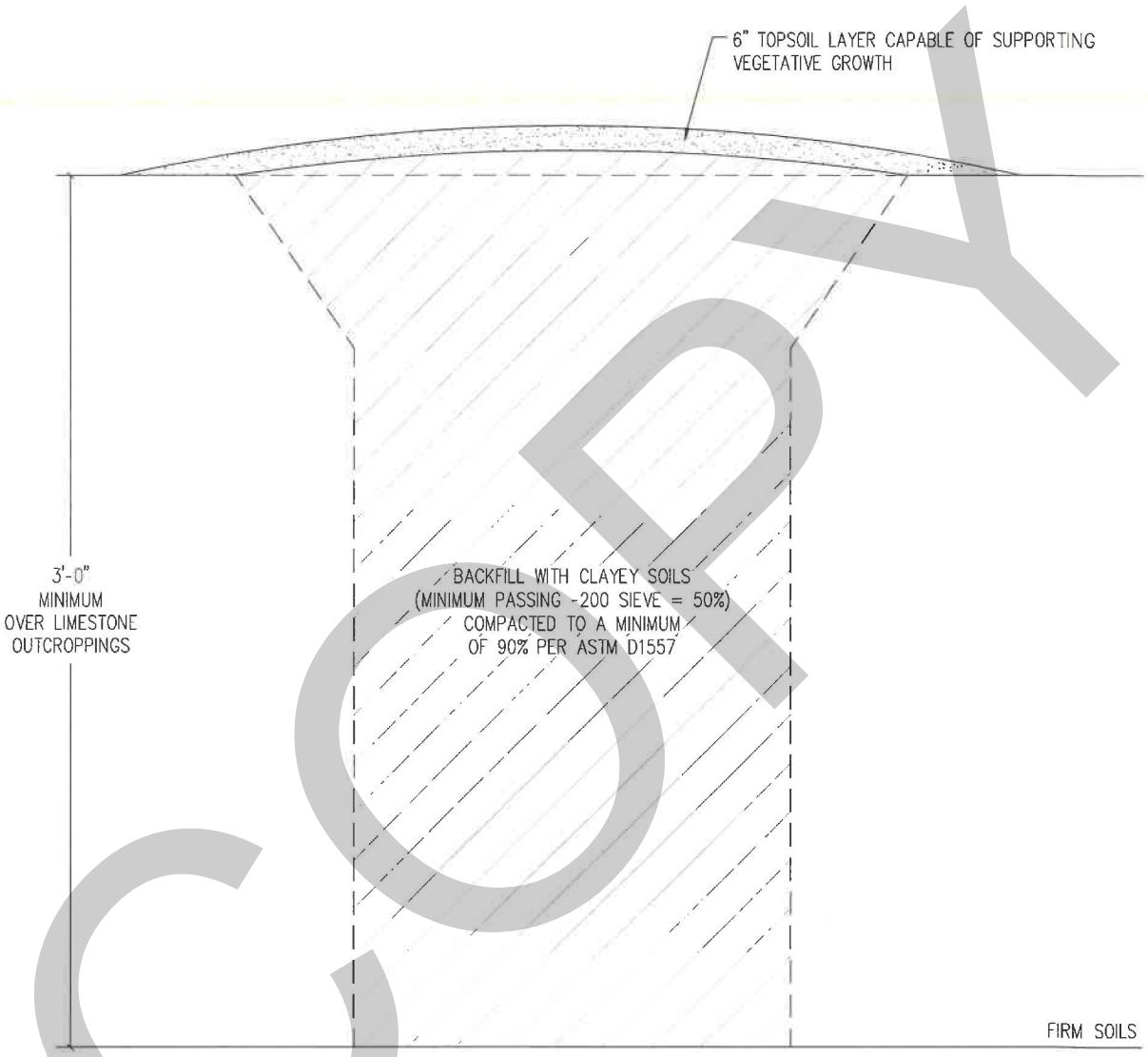
1016 SE 3rd AVENUE, OCALA, FLORIDA 34471 ~ (352) 694-7711

PROJECT NO.	24-374.08.1
SCALE:	N.T.S.
DATE:	12-19-24
FIGURE:	1

APPENDIX II

REMEDIATION DETAIL

COPY



COPY

REMEDIATION DETAIL

GEO-TECH, INC.
■GEOTECHNICAL ■ENVIRONMENTAL
■CONSTRUCTION MATERIALS TESTING ■GEOPHYSICAL EXPLORATION
1016 SE 3rd AVENUE, OCALA, FLORIDA 34471 ~ (352) 694-7711

Figure 2

APPENDIX III

SOIL PROFILES

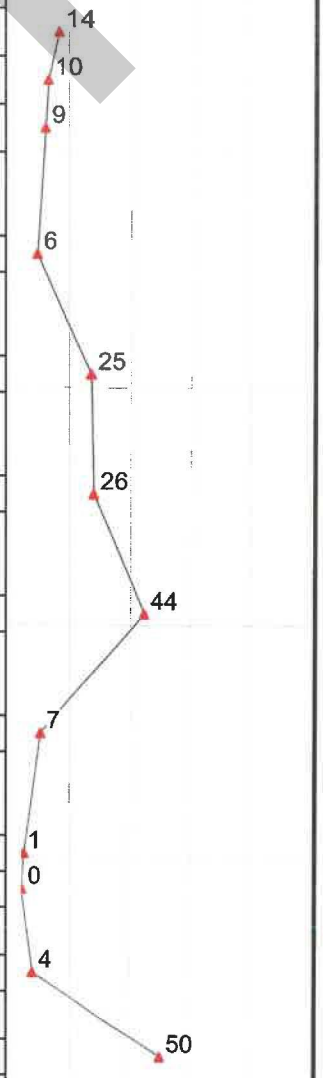
COPY

Log of Borehole: B-1

Project: DEPRESSION, HEAGY BURRY BOAT RAMP, REDDICK, FL
Project No: 24-374.08.1
Boring Location: (SEE GPR SURVEY AND BORING LOCATION MAP)
Engineer: CAH
Client: MARION COUNTY PARKS AND RECREATION
Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
WWW.GEOTECHFL.COM

Depth (ft)	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft
0	Ground Surface		0.0			
0–2	**FINE SAND** BROWN FINE SAND (SP) WITH LIMESTONE	HAND AUGERED (0.0'-4.0')	2.0			
2–4			4.0			
4–8	**LIMESTONE** LIGHT BROWN LIMESTONE	MEDIUM DENSE		1		14
8–10	**CLAYEY SAND** BROWN CLAYEY SAND (SC) WITH LIMESTONE	MEDIUM DENSE	8.0	2		10
10–13	**FINE SAND** BROWN FINE SAND (SP)	LOOSE		3		9
13–18	**SLIGHTLY SANDY CLAY** GRAY AND YELLOWISH BROWN SLIGHTLY SANDY CLAY (CH) WITH LIMESTONE	MEDIUM STIFF	13.5	4		6
18–48	**LIMESTONE** LIGHT BROWN LIMESTONE	25 BLOWS - 12"	18.5	5		25
		26 BLOWS - 12"		6		26
	LOSS OF DRILLING FLUID CIRCULATION AT APPROX. 26.0 FEET	44 BLOWS - 12"		7		44
		7 BLOWS - 12"		8		7
		1 BLOW - 12" WOH (49.5'-50.0')		9		1
				10		0
		4 BLOWS - 12"		11		4
		50 BLOWS - 3"	48.5	12		50
48–49	End of Borehole					



COPY

Groundwater Depth: GREATER THAN 10.0 FEET
Drill Date: DECEMBER 17, 2024
Drilled By: ZC/DS/KD
Drill Method: ASTM D1586

Remarks: UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 1 OF 3

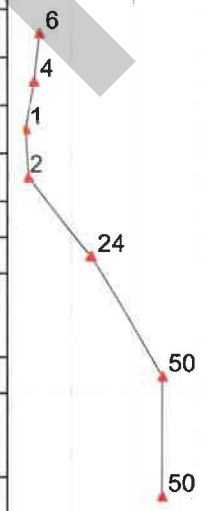
Log of Borehole: B-2

Project: DEPRESSION, HEAGY BURRY BOAT RAMP, REDDICK, FL
Project No: 24-374.08.1
Boring Location: (SEE GPR SURVEY AND BORING LOCATION MAP)
Engineer: CAH
Client: MARION COUNTY PARKS AND RECREATION
Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
WWW.GEOTECHFL.COM

Depth (ft)	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft
0	Ground Surface		0.0			
0-2	**FINE SAND** BROWN FINE SAND (SP) WITH LIMESTONE	HAND AUGERED (0.0'-4.0')	2.0			
2-8	**CLAYEY SAND** BROWN CLAYEY SAND (SC)	MEDIUM DENSE		1		6
		MEDIUM DENSE	8.0	2		4
8-13	**CLAYEY SAND** YELLOWISH BROWN CLAYEY SAND (SC) WITH LIMESTONE	LOOSE		3		1
		VERY LOOSE		4		2
13-18	**PEAT** DARK BROWN PEAT (PT) LOSS OF DRILLING FLUID CIRCULATION AT APPROX. 18.0 FEET	MEDIUM DENSE	13.5	5		24
		25 BLOWS - 12"	18.5	6		50
18-25	**LIMESTONE** LIGHT BROWN LIMESTONE	26 BLOWS - 12"	25.0	7		50
25	End of Borehole					

Standard Penetration Test N-Values (0 20 40 60 80 100)



COPY

Groundwater Depth: GREATER THAN 10.0 FEET
Drill Date: DECEMBER 17, 2024
Drilled By: ZC/DS/KD
Drill Method: ASTM D1586

Remarks: UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 2 OF 3

Log of Borehole: B-3

Project: DEPRESSION, HEAGY BURRY BOAT RAMP, REDDICK, FL
Project No: 24-374.08.1
Boring Location: (SEE GPR SURVEY AND BORING LOCATION MAP)
Engineer: CAH
Client: MARION COUNTY PARKS AND RECREATION
Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
WWW.GEOTECHFL.COM

Depth (ft)	Symbol	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft	Standard Penetration Test N-Values (0 20 40 60 80 100)
0		Ground Surface		0.0				
0-2		**FINE SAND** BROWN FINE SAND (SP) WITH LIMESTONE	HAND AUGERED (0.0'-4.0')	2.0				
2-13		**CLAYEY SAND** YELLOWISH BROWN CLAYEY SAND (SC) WITH LIMESTONE	LOOSE		1		4	4
			VERY LOOSE		2		2	2
			LOOSE		3		9	9
13-23		**LIMESTONE** LIGHT BROWN LIMESTONE	6 BLOWS - 12"	13.5	4		6	6
			50 BLOWS - 3"		5		50	50
23-28		**CLAYEY SAND** BROWN CLAYEY SAND (SC) WITH LIMESTONE	WOH (24.0'-26.0')	23.5	6		0	0
			WOH (26.5'-27.5')	28.5	7		0	0
28-43		**PEAT** DARK BROWN PEAT (PT) LOSS OF DRILLING FLUID CIRCULATION AT APPROX. 32.0 FEET	VERY LOOSE		8		2	2
			VERY LOOSE		9		1	1
			WOH (35.5'-37.0')		10		0	0
			VERY LOOSE		11		2	2
43-48		**CLAYEY SAND** BROWN CLAYEY SAND (SC) WITH LIMESTONE	VERY LOOSE	43.5	12		1	1
			WOH (45.5'-47.0')		13		0	0
48-49			45 BLOWS - 12"	48.5	14		45	45

COPY

Groundwater Depth: GREATER THAN 10.0 FEET
Drill Date: DECEMBER 17, 2024
Drilled By: ZC/DS/KD
Drill Method: ASTM D1586

Remarks: UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 3 OF 3

Log of Borehole: B-3

Project: DEPRESSION, HEAGY BURRY BOAT RAMP, REDDICK, FL
Project No: 24-374.08.1
Boring Location: (SEE GPR SURVEY AND BORING LOCATION MAP)
Engineer: CAH
Client: MARION COUNTY PARKS AND RECREATION
Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
WWW.GEOTECHFL.COM

Depth (ft)	Symbol	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft	Standard Penetration Test N-Values (0 20 40 60 80 100)
51		**LIMESTONE** LIGHT BROWN LIMESTONE						
53				53.5				
54		**CLAYEY SAND** BROWN CLAYEY SAND (SC) WITH LIMESTONE	WOH (53.5'-55.0')		15		0	0
56			WOH (55.5'-59.0')		16		0	0
59			VERY LOOSE		17		1	1
62			WOH (62.5'-64.5')		18		0	0
64			VERY LOOSE		19		1	1
66			WOH (66.5'-68.0')		20		0	0
69			VERY LOOSE		21		1	1
71				71.5				
72		**LIMESTONE** LIGHT BROWN LIMESTONE	50 BLOWS - 0"	72.5	22		50	50
73		End of Borehole						

COPY

Groundwater Depth: GREATER THAN 10.0 FEET
Drill Date: DECEMBER 17, 2024
Drilled By: ZC/DS/KD
Drill Method: ASTM D1586

Remarks: UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 3 OF 3

APPENDIX IV

GPR SURVEY AND BORING LOCATION MAP

COPY



MARION COUNTY PARKS AND RECREATION

SURFACE DEPRESSION, HEAGY BURRY BOAT RAMP
5040 NW 191ST PLACE
REDDICK, FLORIDA

GPR SURVEY AND BORING LOCATION MAP

GEO-TECH, INC.
■GEOTECHNICAL ■ENVIRONMENTAL
■CONSTRUCTION MATERIALS TESTING ■GEOPHYSICAL EXPLORATION
1016 SE 3rd AVENUE, OCALA, FLORIDA 34471 ~ (352) 694-7711

PROJECT NO.	24-374.08.1
SCALE:	N.T.S.
DATE:	12-19-24
FIGURE:	3

QUOTE SUMMARY FORM

(for purchases $2,500.01 to $49,999.99)

Instructions: Use this form to list quotes received and to recommend a vendor for award. Attach the Quote Summary Form along with proof of advertisement (emails) as backup with your invoice to your Requisition, P-card, or Payment Request. **$2,500.01 - $49,999.99** - Required to request a minimum of 3 Quotes.

Commodity or Service: Heagy-Burry Boat Ramp Surface Depression Remediation

	Vendor Name	Contact Name	Email Address	Phone Number	Total Quote (include shipping)	Takes Pcard
1	Foundation Services	Robert Stephenso	RobertS@foundationservicescf.com	(352) 622-9218	$ 82,005.00	
2	No other quotes received					
3						
4						
5						

MUST include all applicable vendors in the Local Vendor Directory and include *ALL* quotes received when submitting completed form. If a Vendor was non responsive, be sure to include the request for quote. It is the department's responsibility to ensure the contractor selected and awarded the work is capable of providing the necessary insurance(s) that meet Risk Management's limitations for working with the County.

Recommended Vendor: Foundation Services (W-9 needed for new Vendors)

If the Recommended Vendor IS NOT the low, please explain why: *** Requires prior procurement approval***

Purchaser: Joey Amodo Direct Phone #: (352) 671-8555 Department: Parks & Recreation

Purchaser Signature Date: 02/17/2025

By signing, I certify that all vendors listed above were contacted and provided with identical specifications. I acknowledge that failure to adhere to the Procurement Ordinance, Policies & Procedures, FL Statutes, and Administrative Rules may lead to disciplinary measures, including potential legal action.

COPY

From:	Amodo, Joey
To:	office@2kpropertyservices.net; cditty@d-gsolutions.com; info@foundationservicescf.com; integrity.sited@gmail.com; garrett@stewdev.com; johnz@straightlinefl.com; bdunn@universalengineering.com; wanda@ho-mancontracting.com
Cc:	LopezJr, Jose; Couillard, Jim
Subject:	Heagy Burry Boat Ramp Sinkhole Remediation
Date:	Wednesday, February 5, 2025 5:11:11 PM
Attachments:	Heagy Burry Sinkhole Scope.pdf Location Map.pdf Procurement Quote Form.xlsx Geo-Tech Report No. 24-374.08.1 - Heagy Burry Boat Ramp.pdf

Good afternoon,

Marion County Parks & Recreation is seeking quotes to remediate a sinkhole at the Heagy Burry Boat Ramp, located at 5040 NW 191st Place, Reddick, Florida.

The work consists of surface depression remediation at boring locations B-1 and B-3 as described in a Geotechnical Site Evaluation report (the "Report") performed by Geo-Tech, Inc., dated December 20, 2024. Boring locations are presented in Appendix IV – GPR Survey and Boring Location Map. Attached is the Geotechnical Site Evaluation report, scope, quote form and location map.

This is a time sensitive matter, and quotes need to be turned in by End of Business, Wednesday February 12, 2025.

Joey Amodo, CPSI, ASLA
Parks Designer
Parks & Recreation
Main: 352-671-8560
Empowering Marion for Success!

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 **BDI Marine Contractors, LLC**, located at 11718 S.E. Federal HWY #222, Hobe Sound, FL 33455, possessing FEIN# 83-1324528, (hereinafter referred to as the "CONTRACTOR") under seal for **Heagy Burry Boat Ramp Renovations** (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 # 24B-119 - Heagy Burry Boat Ramp Renovations, the Offer, Project Bid Scope and/or Specifications, Plans and drawings, Any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed

2. CONTRACTOR acknowledges receipt of a copy of each and every Contract Document.

3. The Contract Documents, and each item therein, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

4. Should any conflict arise between the contract documents and this Agreement, the terms of this Agreement shall govern.

C. ENTIRE AGREEMENT

The Contract Documents form the entire integrated agreement between the Parties for the Project that supersedes prior negotiations, representations or agreements either written or oral. This Agreement may be amended or modified only by a writing.

D. THE PRICE

COUNTY shall pay, and CONTRACTOR shall accept, as full and complete payment for all of the Work required and defined herein, the sum of **Two Million, Two Hundred Twenty-Nine Thousand, Three Hundred Forty-Three Dollars and Thirty-Two Cents ($2,229,343.32) 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.

COPY

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,

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 24B-119Heagy Burry Boat Ramp Renovations, ACCORDING TO THE PLANS AND SPECIFICATIONS FURNISHED BY COUNTY.

SECTION 3
TIME

A. Time is of The Essence.
All limitations of time set forth in the Contract Documents are of the essence for all performance obligations in this Agreement.

SECTION 4
SUBSTANTIAL COMPLETION

A. Definition of "Substantial Completion."
"Substantial Completion" shall mean the stage in the progression of the Work when Work is sufficiently complete, in accordance with this Agreement, that COUNTY can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

B. Punch List.
When CONTRACTOR believes that the Work is substantially complete, CONTRACTOR shall submit to the Architect and/or Engineer a list of items to be completed or corrected ("Punch List Items").

C. Certificate of Substantial Completion.
When the Architect and/or Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of COUNTY and CONTRACTOR for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which CONTRACTOR shall complete the items listed therein.

D. Payment at Substantial Completion.
The Certificate of Substantial Completion shall be submitted to COUNTY and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such certificate. Upon such acceptance, Substantial Completion of the Work and execution by both COUNTY and CONTRACTOR of the Certificate of Substantial Completion, COUNTY shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to one hundred percent (100%) of the Price less one hundred percent (100%) of the reasonable cost as determined by COUNTY and the Architect and/or Engineer for completing all incomplete Work, correcting and bring into conformance all defective and nonconforming Work, and handling all unsettled claims.

E. Time and Liquidated Damages.

1. CONTRACTOR shall commence Work on the start date set forth in the NOTICE TO PROCEED (the "Start Date"). CONTRACTOR shall be issued the NOTICE TO PROCEED AFTER ALL CONTRACT DOCUMENTS ARE FILED AND RECORDED TO COUNTY'S SATISFACTION AND PERMITS ISSUED. CONTRACTOR shall achieve Substantial Completion of the Work **no later than 255 calendar days** from the Start Date and measured by calendar days. The number of calendar days from the Start Date through the date set forth for Substantial Completion, shall constitute the "Time."
2. No Work is permitted during any holiday, weekend day or outside the established County workday timeframe, unless approved by COUNTY forty-eight (48) hours in advance. Failure to complete Work within the Time will cause the charge of liquidated damages per calendar day of delay. At the Pre-Construction Conference, CONTRACTOR shall submit a schedule for performing the Work. The schedule shall be within the Time allotted for this Project and shall include tentative dates of performance. Time shall begin from the Start Date noted on the Notice to Proceed.

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3. Beginning on the first calendar day after scheduled Substantial Completion, liquidated damages shall accrue at $2,650 **per calendar day**. When COUNTY reasonably believes that Substantial Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due CONTRACTOR an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays. If and when CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

SECTION 5
FINAL COMPLETION

A. Definition of "Final Completion."

Final Completion is defined as having all Work completed, all Punch List Items corrected, final inspection completed and accepted by COUNTY. CONTRACTOR shall achieve Final Completion no later than **45** calendar days from the start date noted on the Notice to Proceed.

B. Certificate for Payment.

When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

C. Time and Liquidated Damages.

1. CONTRACTOR or CONTRACTOR's surety, if any, shall pay COUNTY liquidated damages; the sum of **$2,650** 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-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

1. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**
   Coverage to apply for all employees at STATUTORY Limits in compliance with applicable State and Federal laws.
   - Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
   - CONTRACTOR, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
   - COUNTY requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.
2. **COMMERCIAL GENERAL LIABILITY**
   Coverage must be afforded under a Commercial General Liability policy with limits not less than
   - $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
   - $2,000,000 each occurrence for Products and Completed Operations
3. **BUSINESS AUTOMOBILE LIABILITY**
   Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.
   - In the event CONTRACTOR does not own vehicles, CONTRACTOR shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

SECTION 7
RETAINAGE

A. Retainage amounts for construction services shall be in accordance with Section 218.735, F.S.

B. For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

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C. This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. Retainage shall be retained until final payment is issued to CONTRACTOR by COUNTY.

SECTION 8
PAYMENT OF THE AGREEMENT PRICE

A. PAYMENT PROCEDURE

COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

1. **Application for Payment.**
   a. **When; Frequency.**
   After commencement of the Work, and in no event more than once per calendar month, CONTRACTOR shall submit an Application for Payment.
   b. **Requirements.** Each Application for Payment must be:
      1) For the current work period ending the last working day of the month;
      2) Received by the Architect and/or Engineer no later than the first calendar day of the following month; and
      3) In such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require.
      4) Executed on behalf of CONTRACTOR by its Superintendent designated in Section "16(O)(2)" below.
   c. **Include; Exclude.** The Application for Payment may request payment for:
      1) That portion of the Agreement Price properly allocable to Agreement requirements including duly provided, labor, materials and equipment correctly incorporated in the Work;
      2) Plus, that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work; and
      3) Less, the total amount of previous payments received from COUNTY.
2. **Warranties.**
   a. **As to Title.** CONTRACTOR warrants that:
      1) Title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment; and
      2) All Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.
   b. **As to the Work.** In its Application for Payment, CONTRACTOR warrants that:
      1) The Work has progressed to the level for which payment is requested in accordance with the Schedule of Values **(Exhibit A)**;
      2) The Work has been properly installed or performed in full accordance with this Agreement; and
      3) CONTRACTOR knows of no reason why payment should not be made as requested.
3. **Review.**
   Thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

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4. **Certificate for Payment.** When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR, through its Superintendent designated in Section "16(O)(2)" below, shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Agreement Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

B. Payment; Payment Amount.

1. Following the Architect's and/or Engineers receipt of each Application for Payment, COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act (the "Prompt Payment Act"), Sections 218.70-218.80, Florida Statutes (hereinafter "F.S."). Should CONTRACTOR'S construction services be paid for, in whole or in part, with Federal funds, COUNTY'S progress payments shall be subject to Federal grantor laws and regulations or requirements, if contrary to the Prompt Payment Act.
2. Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance.
3. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.

C. No Waiver.

1. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment is not a waiver and shall not preclude COUNTY from the exercise of any of its rights as set forth herein.
2. No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.
3. Neither COUNTY's review, approval, acceptance or, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and shall remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

D. Payment of Subcontractors.

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

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E. Withheld Payment.

COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

1. Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;
2. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
3. Failure by CONTRACTOR to pay subcontractors or others in a timely and proper fashion;
4. Evidence that the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Agreement Price;
5. Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
6. Persistent failure to carry out the Work in accordance with the Contract Documents; or
7. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

F. Demand For Amounts Previously Paid.

In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY as contemplated in this Subsection, CONTRACTOR shall promptly comply with such demand.

G. Unexcused Failure To Pay.

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may, after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

SECTION 9
COUNTY

A. Information, Services and Items Required From County.

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. Right to Stop Work.

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order. Failure or refusal to perform the

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Work in accordance with this Agreement of failure to obey an order of COUNTY shall be deemed a material breach for which COUNTY may immediately terminate this Agreement.

D. **Right to Perform Work.**
If CONTRACTOR's Work is stopped by COUNTY, and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate written assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, COUNTY may thereafter, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

SECTION 10
CONTRACTOR

A. CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in it services.

B. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the Parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an Independent Contractor with respect to all services performed under this Agreement.

C. CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

D. CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

E. CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

F. **Warranty.**
CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

G. **Permits and Fees.**
CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

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H. **Funding Source/ Labor.**

1. If construction under this Agreement is funded by State funds, CONTRACTOR shall:
   a. Give preference to the employment of State residents for the performance of the Work on the Project if State residents have substantially equal qualifications to those of nonresidents, and
   b. Post its employment needs in the job bank of the Florida Department of Economic Opportunity.
2. If the Work involves the expenditure of Federal aid funds, this Section shall not be enforced in such a manner as to conflict with or be contrary to Federal law:
   a. Prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or
   b. Prohibiting as unlawful any other preference or discrimination among U.S. citizens.

I. **Indemnity.**

1. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its elected officials, officers, employees, and agents, from and against any fines, suits, claims, demands, penalties, liabilities, losses, settlements, judgments, awards, and expenses, including reasonable attorney's fees and costs (and reasonable attorney's fees and costs on appeal), and damages (including but not limited to actual and consequential damages), which COUNTY, its elected officials, officers, employees, and agents may sustain, or which may be asserted against them, arising out of or allegedly arising out of or related to the activities contemplated by this Agreement, including, without limitation, harm or personal injury to third persons, to the extent attributable to the actions of CONTRACTOR, its agents and/or employees as well as any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by CONTRACTOR, its agents, and/or employees.
2. In claims against any person or entity indemnified under this Section by an employee of CONTRACTOR, a subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount of type or damages, compensation or benefits payable by or for CONTRACTOR or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This section shall survive the termination of this Agreement.

SECTION 11
CONTRACT ADMINISTRATION

A. **The Architect and/or Engineer.**

Kimley-Horn and Associates, Inc. is COUNTY's referenced "Architect and/or Engineer." In the event COUNTY should find it necessary or convenient to replace the Architect and/or Engineer, COUNTY shall retain a replacement and the status of the replacement shall be that of the former Architect and/or Engineer.

B. **Architect and/or Engineer Administration.**

1. The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until the date Architect and/or Engineer issues a final Certificate for Payment. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents
2. COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.
3. The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.
4. The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR, those amounts then due CONTRACTOR as provided in this Agreement.
5. The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems

it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with the Contract Documents.

6. The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
7. The Architect and/or Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
8. The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of Contract Documents.
9. The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

C. **Claims by CONTRACTOR.**

1. All CONTRACTOR claims shall be initiated by written notice and claim sent to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
2. Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with Contract Documents. The resolution of any claim under this Subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

D. **Claims for Concealed and Unknown Conditions** - Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in Contract Documents, be encountered, the Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must give COUNTY and the Architect and/or Engineer written notice and claim as provided in this Subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

E. **Claims for Additional Cost** – If CONTRACTOR wishes to make a claim for an increase in the Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1. In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including subcontractors, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

F. **Claims for Additional Time** – If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect

and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this Subsection, any claim for extension of time shall be waived.

SECTION 12
SUBCONTRACTORS

A. Definition.

A subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. Award of Subcontractors.

1. Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.
2. All subcontracts shall afford CONTRACTOR rights against the subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein, including those rights afforded to COUNTY.

SECTION 13
CHANGES IN THE WORK

A. Changes Permitted.

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Field Order or by Change Order.

B. Field Orders.

The Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Price or in Agreement Time and not inconsistent with the intent of this Agreement. Such changes shall be signed by CONTRACTOR's Superintendent designated in Section "16(O)(2)" below, and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

C. "Change Order" Defined.

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Price or the Time, or any combination thereof. The Price and the Time may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners. Every Change Order shall be executed on behalf of CONTRACTOR only by that individual signing this Agreement on behalf of CONTRACTOR.

D. Changes in the Unit Prices.

1. If unit prices are provided for in this Agreement, any changes in the unit prices, as set forth on Exhibit A, resulting from a Change Order, shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the unit prices being set forth in the Change Order, (2) such change in the unit prices, together with any conditions or requirements related thereto, being initialed by both Parties and (3) CONTRACTOR's execution

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of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

2. If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the unit prices, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.
3. If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

E. Effect of Executed Change Order.

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Price, Time and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

F. Notice of Surety; Consent.

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to COUNTY a rider to the original bond as provided by the surety.

SECTION 14
UNCOVERING AND CORRECTING WORK

A. Uncovering Work.

If any of the Work is covered contrary to the Architect and/or Engineer's request or to any provisions of the Contract Documents, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Time.

B. Correct Work.

1. Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Time for completion.
2. CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to the Contract Documents. CONTRACTOR shall pay

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all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect and/or Engineer's services and expenses made necessary thereby.

C. **Warranty.**
If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. **One Year Duty.**
Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under the Contract Documents. Establishment of the one year time period relates only to the duty of CONTRACTOR to specifically correct the Work.

E. **County May Accept Defective or Nonconforming Work.**
If COUNTY chooses to accept defective or nonconforming Work, COUNTY may do so. In such event, the Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Price, if any, is insufficient to compensate COUNTY for its acceptance of defective or nonconforming Work, CONTRACTOR shall, upon written demand from COUNTY, pay COUNTY such remaining compensation for accepting defective or nonconforming Work.

SECTION 15
AGREEMENT TERMINATION

A. **TERMINATION.**
Either Party, upon determination that the other Party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting Party in the manner specified for the giving of notices herein. Termination of this Agreement by either Party for any reason shall have no effect upon the rights or duties accruing to the Parties prior to termination.

1. **Termination by COUNTY For Cause.**
   a. If CONTRACTOR persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Agreement, then COUNTY may provide written notice to CONTRACTOR, without prejudice to any other right or remedy, terminate the employment of CONTRACTOR and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR any may finish the Work by whatever methods it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.
   b. In the event the employment of CONTRACTOR is terminated by COUNTY for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the referenced provisions shall apply.

c. COUNTY has the right to reject participation in this Agreement from anyone who has had previous business with COUNTY and therein failed to comply with the contract governing the project, who has been in litigation with COUNTY, or who has failed to obey the laws.

2. **Termination by COUNTY For Convenience**
   a. COUNTY reserves the right to terminate performance under this Agreement by CONTRACTOR for convenience. COUNTY shall give written notice of such termination to CONTRACTOR to specify when termination becomes effective.
   b. CONTRACTOR shall incur no further obligations in connection with the Work and CONTRACTOR shall stop Work when such termination becomes effective. CONTRACTOR shall also terminate outstanding orders and subcontractors. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and/orders. COUNTY may direct CONTRACTOR to assign CONTRACTOR's right, title and interest under terminated orders or subcontracts to COUNTY or its designee.
   c. CONTRACTOR shall transfer title and deliver to COUNTY such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as CONTRACTOR may have.
   d. CONTRACTOR shall submit a termination claim to COUNTY and the Architect and/or Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect and/or Engineer. If CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, COUNTY shall pay CONTRACTOR, an amount derived in accordance with the Subsection below.
   e. COUNTY and CONTRACTOR may agree to the compensation, if any, due to CONTRACTOR hereunder.
   f. Absent agreement to the amount due to CONTRACTOR, COUNTY shall pay CONTRACTOR the following amounts:
      (1) Contract prices for labor, materials, equipment and other services accepted under this Agreement.
      (2) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating CONTRACTOR's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that CONTRACTOR would have not profited or would have sustained a loss if the entirety of this Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rated of loss, if any.
      (3) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof. This total sum to be paid CONTRACTOR shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

3. **For Loss of Funding/Cancellation for Unappropriated Funds.**
CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Consequently, any agreement, verbal or written, COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. COUNTY may enter into agreements whose duration exceeds one year, however any such agreement shall be executory only for the value of the services to be rendered which COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, COUNTY's performance and obligation to pay CONTRACTOR under this Agreement is contingent upon annual appropriations being made for that purpose. If during the term of this Agreement COUNTY does not make an annual appropriation necessary to continue its performance under this Agreement, then this Agreement shall terminate upon the expiration date. The Parties will execute an amendment to this Agreement that confirms any termination required by this Section.

SECTION 16
MISCELLANEOUS

A. LAW, VENUE, WAIVER OF JURY TRIAL, ATTORNEY'S FEES.
This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for State or Federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the Parties consent to trial by the court and waive right to jury trial, (3) the prevailing Party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of this Agreement.

B. SUCCESSORS AND ASSIGNS.
COUNTY and CONTRACTOR bind themselves, their successors, assigns and legal representatives to the other Party hereto and to successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in this Agreement. CONTRACTOR shall not assign this Agreement without written consent of COUNTY and only with a document of equal dignity herewith.

C. SURETY BONDS.
CONTRACTOR shall, if required, acquire, record with the County Clerk, and furnish separate payment and performance bonds to COUNTY. Each bond shall set forth a penal sum in an amount not less than the Price. Each bond furnished by CONTRACTOR shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. In the event the Price is adjusted by Change Order executed by CONTRACTOR, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The payment and performance bonds furnished by CONTRACTOR shall be in a form suitable to COUNTY and shall be executed by a surety, or sureties, reasonably suitable to COUNTY, and shall be filed with the County's Clerk of Court.

D. DAMAGE TO PROPERTY.
CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

E. USE OF OTHER CONTRACTS.
COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or County governmental agency, school board, community college/State university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation and/or this Agreement if it is in the best interest of COUNTY.

F. EMPLOYEE ELIGIBILITY VERIFICATION.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

2. Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

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3. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this Subsection and agrees:
   (a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
   (b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
   (c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
   (d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
   (e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
   (f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
   (g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
   (h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Subsection.
   (i) Any such termination under this Subsection is not a breach of this Agreement and may not be considered as such.
   (j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
   (k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

G. FORCE MAJEURE.

Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), war, riot, or insurrection, inability to obtain required permits or licenses, acts of God, hurricanes and severe floods, epidemics and pandemics.

H. COUNTERPARTS.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such

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facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

I. AUTHORITY TO OBLIGATE.

1. The individual signing below is:
   a. An officer or member of CONTRACTOR verifiable on https://dos.myflorida.com/ sunbiz/ or
   b. Has, in advance, provided a form of written authority to bind CONTRACTOR in a form acceptable to COUNTY and signed by a representative of CONTRACTOR as described in Section "I(1)(a)" above.
2. The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing and to sign all documents referenced in this Agreement on behalf of CONTRACTOR.

J. PUBLIC RECORDS COMPLIANCE.

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
   1. Keep and maintain public records required by COUNTY to perform the Work;
   2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
   4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 F.S. and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of this Agreement.

K. CONTRACTOR CONDUCT.

1. These Guidelines govern CONTRACTOR while doing work on COUNTY's property, as well as its employees, agents, consultants, and others on COUNTY's property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

a. Courtesy and Respect: COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
b. Language and Behavior: CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY's property is not permitted under any circumstance.
c. No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY's property and/or reported to law enforcement.
d. Smoking: CONTRACTOR and its employees are not permitted to smoke in or near COUNTY's buildings.
e. Fraternization: CONTRACTOR and its employees may not fraternize or socialize with COUNTY's staff.
f. Appearance: CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
g. Reporting: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, should be reported to COUNTY's Procurement Services Department immediately.

2. CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will takes all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY's property and prohibited actions could result in the immediate termination of any or all contracts or agreements CONTRACTOR has with COUNTY.

L. SCRUTINIZED COMPANIES.

A. Certification.
1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
   b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
   b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S., or
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:

a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
   c. Been engaged in business operations in Cuba or Syria; or
   d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

M. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

N. ON-GOING COMPLIANCE

The Parties acknowledge that this Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this Agreement. The Parties understand and agree that this Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

O. SUPERVISION.

1. CONTRACTOR shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from CONTRACTOR to the contrary, the superintendent shall be deemed CONTRACTOR's authorized representative at the site and shall be authorized to receive and accept any and all communications from COUNTY or the Architect and/or Engineer.

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2. Key supervisory personnel assigned by CONTRACTOR to this Project are as follows:

Andrew Keenan	Project Manager
Ronnie Panaro	Superintendent Sole member of personnel to authorized to execute Applications for Payment, request final inspection, and execute Field Orders.
Quinn Yamamato	Foreman
Jared Salsano	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: BDI Marine Contractors, LLC
11718 S.E. Federal HWY #222, Hobe Sound, FL 33455
CONTACT PERSON: Stephen Zippi | Phone: 561-532-2705

COUNTY: Marion County Parks & Recreation
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

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.
   andrew@bdimarineandsite.com and office@bdimarineandsite.com.

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{Signature Page Follows}

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

06/04/2024
GREGORY C. HARRELL, DATE
CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

06/04/2024
MICHELLE STONE DATE
CHAIR

FOR RELIANCE BY MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

For:
MATTHEW G. MINTER,
MARION COUNTY ATTORNEY

BCC APPROVED:
June 4, 2024
24B-119 | Heagy Burry Boat Ramp Renovations

WITNESS:

SIGNATURE
Amber Tomb
PRINTED NAME

BDI MARINE CONTRACTORS, LLC

BY: 6/18/24
DATE
PRINTED: Stephen Zippi
ITS: (TITLE) President

WITNESS

SIGNATURE
Elizabeth Zippi
PRINTED NAME

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SCHEDULE OF VALUES

EXHIBIT A

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	$ 150,000.00	$ 150,000.00
2	MAINTENANCE OF TRAFFIC	1	LS	$ 7,500.00	$ 7,500.00
3	CONSTRUCTION SURVEY LAYOUT AND AS-BUILTS	1	LS	$ 15,500.00	$ 15,500.00
4	PROJECT INFORMATION SIGN, COMPLETE	1	LS	$ 2,000.00	$ 2,000.00
5	SILT FENCE	1750	LF	$ 2.50	$ 4,375.00
6	INVASIVE SPECIES REMOVAL, PER PLAN	2169	SF	$ 5.50	$ 11,929.50
7	FLOATING TURBIDITY BARRIER	345	LF	$ 21.74	$ 7,500.30
8	STABILIZED CONSTRUCTION ENTRANCE	1	EA	$ 2,700.00	$ 2,700.00
9	INLET PROTECTION	5	EA	$ 850.00	$ 4,250.00
10	PERMITTING AND SWPPP COMPLIANCE	1	LS	$ 12,000.00	$ 12,000.00
11	DEMOLITION, REMOVAL, AND DISPOSAL & CLEARING AND GRUBBING (INCLUDING BOAT RAMP)	1	LS	$ 40,000.00	$ 40,000.00
12	EARTHWORK (EXCAVATION, BACKFILL, HAULING & DISPOSAL)ALL GRADING SHOWN ON PLANS	1	LS	$ 65,000.00	$ 65,000.00
13	STABILIZATION TYPE B (12")	6014	SY	$ 10.50	$ 63,147.00
14	OPTIONAL BASE GROUP 6 (LIMEROCK 8")	6014	SY	$ 15.50	$ 93,217.00
15	SUPERPAVE ASPHALTIC CONC (TRAFFIC C) (1.5")	6014	SY	$ 13.97	$ 84,015.58
16	TRENCH DRAIN	32	LF	$ 669.00	$ 21,408.00
17	INLETS, DT BOT, TYPE C, <10'	2	EA	$ 7,500.00	$ 15,000.00
18	INLETS, DT BOT, TYPE C, <10' (W/ ALUMINUM SKIMMER)	1	EA	$ 8,500.00	$ 8,500.00
19	INLETS, DT BOT, TYPE F, <10'	4	EA	$ 8,000.00	$ 32,000.00
20	PIPE CULVERT, ROUND 12" PVC	22	LF	$ 54.50	$ 1,199.00
21	PIPE CULVERT, ROUND 8" DIP	6	LF	$ 110.00	$ 660.00
22	PIPE CULVERT, ROUND 12" DIP	62	LF	$ 165.00	$ 10,230.00
23	PIPE CULVERT, ROUND 18" RCP	78	LF	$ 245.00	$ 19,110.00
24	PIPE CULVERT, ELLIP/ARCH 14" X23" ERCP	315	LF	$ 185.00	$ 58,275.00
26	MITERED END SECTION, OPTIONAL ROUND, 12"	1	EA	$ 1,100.00	$ 1,100.00
27	MITERED END SECTION, OPTIONAL ELLIP/ARCH, 14"X23"	1	EA	$ 1,350.00	$ 1,350.00
28	CURB 12" EDGE	1152	LF	$ 50.00	$ 57,600.00
29	CURB CONC (TYPE D)	48	LF	$ 65.00	$ 3,120.00
30	CONCRETE SIDEWALK 4" THICK	290	SY	$ 83.00	$ 24,070.00
31	CONCRETE DRIVEWAY, 6" THICK	204	SY	$ 93.00	$ 18,972.00
32	DETECTABLE WARNINGS	273	SF	$ 47.50	$ 12,967.50
33	RIPRAP, RUBBLE, FI&I, DITCH LINING	15	SY	$ 333.33	$ 4,999.95

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34	SOD	61240	SF	$ 0.75	$ 45,930.00
35	BOAT RAMP SYSTEM AND EARTHWORK, INCLUDING CONCRETE BULKHEADS, COMPLETE	1	LS	$ 240,000.00	$ 240,000.00
36	ALUMINUM FULL FLOATING DOCK SYSTEM, GANGWAYS AND HAND RAILING, COMPLETE	1	LS	$ 296,000.00	$ 296,000.00
37	RELOCATE AND RE-PURPOSE EXISTING FISHING PLATFORM, COMPLETE	1	LS	$ 12,500.00	$ 12,500.00
38	PEDESTRIAN ALUMINUM RAILING	140	LF	$ 175.00	$ 24,500.00
39	MODULAR REST ROOM FACILITY BUILDING, COMPLETE	1	LS	$ 153,682.19	$ 153,682.19
40	ANCHORED STEEL SHEET PILE RETAINING WALL, ALL SYSTEMS COMPLETE	210	LF	$ 2,094.00	$ 439,740.00
41	SINGLE POST SIGN (F&I) (<12 SF)	15	AS	$ 1,250.00	$ 18,750.00
42	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	959	LF	$ 2.95	$ 2,829.05
43	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	37	LF	$ 8.00	$ 296.00
44	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	229	LF	$ 18.25	$ 4,179.25
45	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE	7	EA	$ 330.00	$ 2,310.00
46	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	9	EA	$ 198.00	$ 1,782.00
47	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	60	LF	$ 2.95	$ 177.00
48	HANDICAPPED PARKING SIGNAGE AND STRIPING	4	EA	$ 340.00	$ 1,360.00
49	4" PVC IRRIGATION SLEEVE	139	LF	$ 20.00	$ 2,780.00
50	1" P.E. WATER SERVICE	175	LF	$ 16.50	$ 2,887.50
51	8" P.E. WATER SLEEVE	75	LF	$ 45.00	$ 3,375.00
52	3/4" ABOVE GROUND RPZ BACKFLOW PREVENTOR	1	EA	$ 2,500.00	$ 2,500.00
53	E-ONE SEWAGE GRINDER PUMP, COMPLETE	1	LS	$ 15,500.00	$ 15,500.00
54	SEPTIC TANK & DRAINFIELD	1	LS	$ 32,000.00	$ 32,000.00
55	4" PVC SANITARY SLEEVE	233	LF	$ 16.50	$ 3,844.50
56	2" PVC SANITARY FORCEMAIN	870	LF	$ 14.50	$ 12,615.00
57	LIVE OAK; 3 1/2" DBH	4	EA	$ 348.00	$ 1,392.00
58	CHIKASAW PLUM; #30	2	EA	$ 132.00	$ 264.00
59	YELLOW ANISE; #3	17	EA	$ 36.00	$ 612.00
60	CORDGRASS; #1	421	EA	$ 6.00	$ 2,526.00
61	MUHLY GRASS; #1	219	EA	$ 6.00	$ 1,314.00
62	SOCIETY GARLIC; #1	19	EA	$ 6.00	$ 114.00
63	COONTIE; #3	33	EA	$ 36.00	**$ 1,188.00**
64	IRRIGATION, TREE BAGS	6	EA	$ 450.00	$ 2,700.00
65	WATERING SCHEDULE PER LANDSCAPE PLANS	1	LS	$ 2,000.00	$ 2,000.00
66	PAYMENT AND PERFORMANCE BONDS	1	LS	$ 44,000.00	$ 44,000.00
				TOTAL	**$ 2,229,343.32**

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20347 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.6.6.

SUBJECT:
Request Approval of Contract: 25C-161 Astro Radio System Maintenance and Upgrade Agreement - Motorola Solutions, Inc., Chicago, IL (Budget Impact - Neutral; expenditure of $10,965,105 multi-year contract)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Marion County Public Safety Communications (MCPSC), Procurement requests approval of a six-year maintenance and upgrade agreement with Motorola Solutions to support the County's ASTRO Radio System. The ASTRO system is the primary public safety communications network used by law enforcement, fire rescue, emergency medical services, and other County departments to ensure and interoperable radio communications.

This agreement provides:

- Comprehensive system maintenance including 24/7 technical support, software patches, and hardware repair services.
- Scheduled system upgrades to keep the network compliant with industry standards and cybersecurity requirements.
- Lifecycle management of radio infrastructure to ensure continuity of operations and avoid costly obsolescence.
- Priority response and parts availability from Motorola-certified technicians.

The long-term agreement will ensure consistent system performance, minimize downtime, and support public safety agencies with the most current software and technology enhancements. The annual cost per FY is shown below:

Periods Covered	Annual Cost
FY 2025-26	$1,622,541.00
FY 2026-27	$1,802,531.28
FY 2027-28	$1,834,214.02
FY 2028-29	$1,867,182.10
FY 2029-30	$1,901,452.66
FY 2030-31	$1,937,183.32

Attached for review is a draft of the agreement. Upon approval at today's meeting, it will be forwarded to Legal, the Clerk, and the Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $10,965,104.38 for the six (6) year term. Funding from line AA310529-552106 (General Fund).

RECOMMENDED ACTION:
Motion to approve recommendation and allow staff to issue a contract and upon approval from Legal, authorize the Clerk, and Chairman to execute the contract under 25C-161.

MOTOROLA SOLUTIONS

Proposal

Marion County Board of County Commissioners

ASTRO Radio System Maintenance and Upgrade Agreement

DRAFT

August 1, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W. Monroe Street Suite 4400
Chicago, IL 60661

August 1, 2025

Lisa Cahill
Marion County Board of County Commissioners
Director, Public Safety Communications
2602 SE Eighth St.
Ocala, Florida 34471

RE: Motorola Solutions ASTRO Radio System Maintenance and Upgrade Agreement

Dear Director, Cahill,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the Marion County Board of County Commissioners quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to continue the Astro radio system maintenance and System Upgrade Agreement II (SUA II) for an additional 6-year term, succeeding the current agreement set to expire on September 30, 2025. Services included:

- System Upgrade Agreement II (SUA II)
- Astro Managed Detection & Response (MDR)-Dispatch Service
- Network Monitoring
- Remote Technical Support
- Infrastructure Repair w/ Advanced Replacement
- Onsite Infrastructure Response
- Annual Preventative Maintenance
- Security Update Service-Remote Security Update Service
- Microwave Maintenance

Motorola Solutions' proposal is conditional upon Marion County Board of County Commissioner's acceptance of the terms and conditions of the enclosed Motorola Solutions Customer Agreement (MCA). Marion County BOCC may accept this proposal by providing Motorola with a signed copy of the MCA and by issuing a PO referencing this proposal. Pricing will remain valid for 30 days from the date of this proposal cover letter. Any questions Marion County BOCC has regarding this proposal can be directed to Cory Leverett, Sr. Account Manager at (352) 899-2083, Cory.Leverett@motorolasolutions.com, or James Parker, Customer Support Manager at (904) 832-6947, James.Parker3@motorolasolutions.com.

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Our goal is to provide Marion County BOCC with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,



Janet Fernandez
Vice President
Southeast Region Government Sales
Motorola Solutions, Inc.

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Section 1

ASTRO 25 Essential Plus Statement of Work

1.1 Overview

Motorola Solutions' ASTRO® 25 Essential Plus Services (Essential Plus Services) provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Essential Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Essential Services consist of the following elements:

- Remote Technical Support.
- Network Hardware Repair with Advanced Replacement
- Security Update Service.
- On-site Infrastructure Response with Dispatch.
- Annual Preventative Maintenance.
- Network Event Monitoring.
- Remote Security Update Services.

Each of these elements is summarized below and expanded upon in Section Essential Plus Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of Section Essential Plus Services Detailed Description, the individual subsection prevails.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement (Agreement) between Motorola Solutions, Inc. (Motorola Solutions) and the customer (Customer).

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy (SwSP).

1.1.1.1.1 Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

1.1.1.1.2 Network Hardware Repair with Advanced Replacement

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

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1.1.1.1.3 Security Update Service

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network. Once tested, Motorola Solutions posts the updates to a secured extranet website, along with any recommended configuration changes, warnings, or workarounds.

1.1.1.1.4 On-site Infrastructure Response

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

1.1.1.1.5 Annual Preventive Maintenance

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

1.1.1.1.6 Network Event Monitoring

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

1.1.1.1.7 Remote Security Update Service

Motorola will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network, and remotely push the updates to the Customer's network.

1.2 Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and Customer Hub. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

1.1.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7/365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

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All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

1.2.1 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

1.2.2 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan (CSP) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.

1.2.3 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

1.2.4 Customer Hub

Supplementing the CSM and the Service Desk as the Customer points of contact, Customer Hub is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- **Remote Technical Support**: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Network Hardware Repair**: Track return material authorizations (RMA) shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- **Security Update Service**: View available security updates. Access available security update downloads.

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- **On-site Infrastructure Res**ponse: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Annual Preventive Maintenance**: View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.
- **Orders and Contract Information**: View available information regarding orders, service contracts, and service coverage details.
- **Network Event Monitoring**: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.

The data presented in Customer Hub is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

1.2.5 Connectivity Specifications

A monitored access link is provided with sufficient bandwidth to support the optional Network Event Monitoring and Remote Security Update Services, if included as part of the Essential Plus offering.

1.3 Essential Plus Services Detailed Description

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

1.3.1 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions CMSO organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

1.3.1.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' CRM system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

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The CMSO Operations Center classifies and responds to each technical support request in accordance with Section Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

1.3.1.2 Scope

The CMSO Service Desk is available via telephone 24/7/365 to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section Priority Level Definitions and Response Times.

1.3.1.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products.

1.3.1.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24/7/365 to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

1.3.1.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

1.3.1.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete CSP.

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- Submit timely changes in any information supplied in the CSP to the CSM.
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

1.3.2 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

1.3.2.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations (IDO). At Motorola Solutions' discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

1.3.2.2 Scope

Repair authorizations are obtained by contacting the CMSO organization Service Desk, which is available 24/7/365. Repair authorizations can also be obtained by contacting the CSM.

1.3.2.3 Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third-party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life (EOL) notification.

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1.3.2.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24/7, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
  - Perform an operational check on infrastructure components to determine the nature of the problem.
  - Replace malfunctioning components.
  - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
  - Perform a box unit test on serviced infrastructure components.
  - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:
  - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (NTF) to third-party vendor for repair.
  - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.
  - Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
  - When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section Customer Responsibilities. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (CST), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out (NFO). In such cases, the Customer will be responsible for paying shipping and handling charges.

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1.3.2.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPSs, dropship non-standard items and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

1.3.2.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
  - Clearly print the return authorization number on the outside of the packaging.

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- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

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1.3.2.7 Repair Process

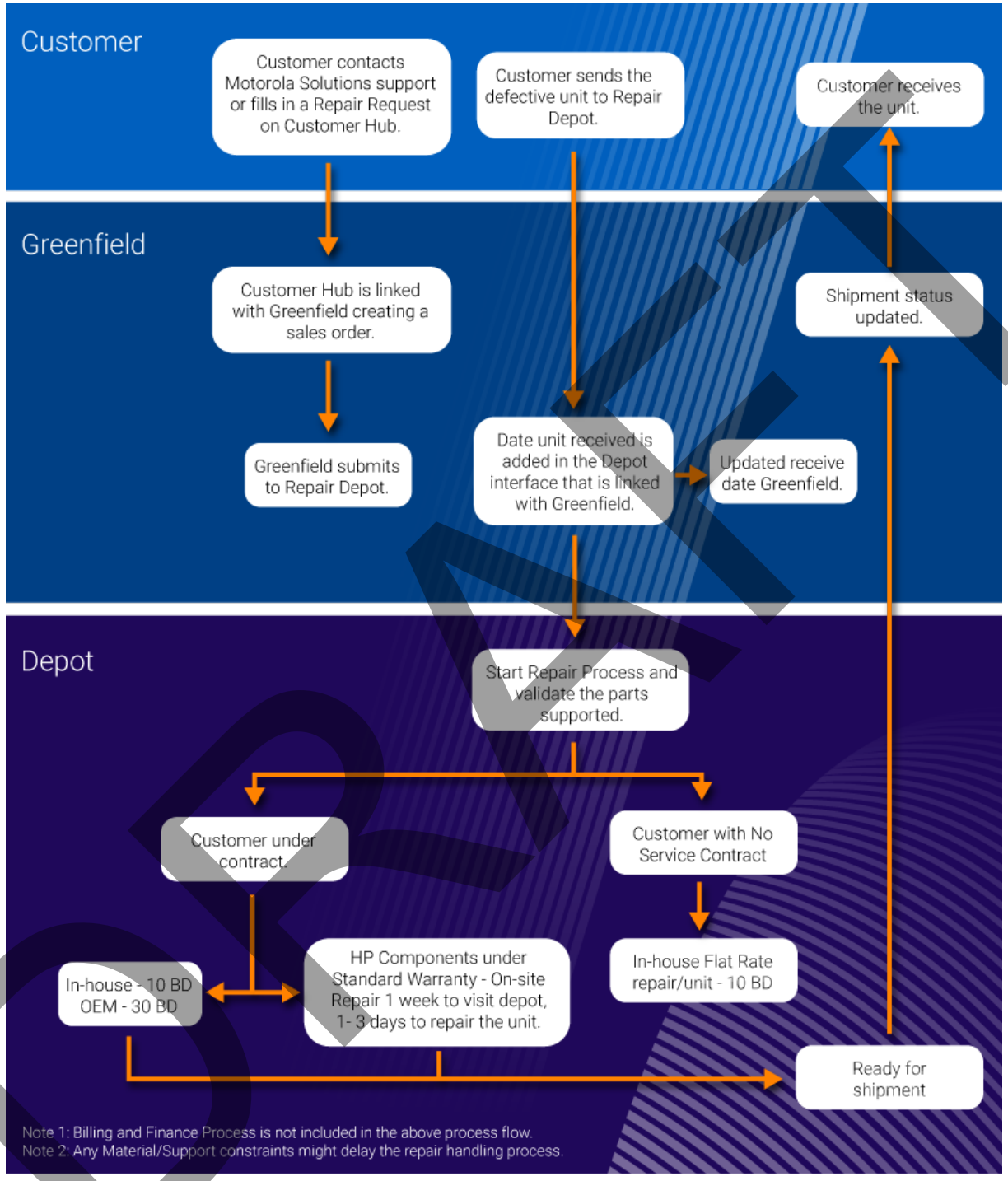


Figure 1-1: Repair Decision Process

1.3.2.8 Advanced Replacement

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola Solutions and select third-party infrastructure components supplied by Motorola Solutions.

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When available, Motorola Solutions will provide the Customer with advanced replacement units or Field Replacement Units (FRU) in exchange for the Customer's malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipment, and add that equipment to the depot's FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request an FRU while their unit is being repaired. Refer to Figure 1-2: Advanced Replacement Decision Process for details on the unit loan process.

1.3.2.8.1 Added Motorola Solutions Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRUs to the Customer upon request, subject to availability. The FRU will be an equipment type and version similar to the Customer's malfunctioning component, and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer's software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer's software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address.
  - Motorola Solutions will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola Solutions will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or NFO shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer's malfunctioning component. The Customer's malfunctioning component will become property of the Motorola Solutions repair depot or select third party replacing it, and the Customer will own the FRU.
- Provide repair return authorization (RA) number upon Customer request to replace infrastructure components that are not classified as an advanced replacement FRU.
- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock.

1.3.2.8.2 Added Customer Responsibilities for Advanced Replacement

- Pay for Advanced Replacement FRU shipping from Motorola Solutions repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section On-site Delivery. See Table 1-1: Shipping Charges and Default Mail Service for shipping charge details.
- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.

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- Within five business days of receipt of the advanced replacement FRU from Motorola Solutions' FRU inventory, properly package the Customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola Solutions' repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRUs not returned within five business days.
- At the Customer's expense and risk of loss, the Customer may send a malfunctioning Motorola Solutions or third-party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola Solutions.
- Clearly print the return authorization number on the outside of the packaging.

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1.3.2.8.3 Replacement Process for Advanced Replacement

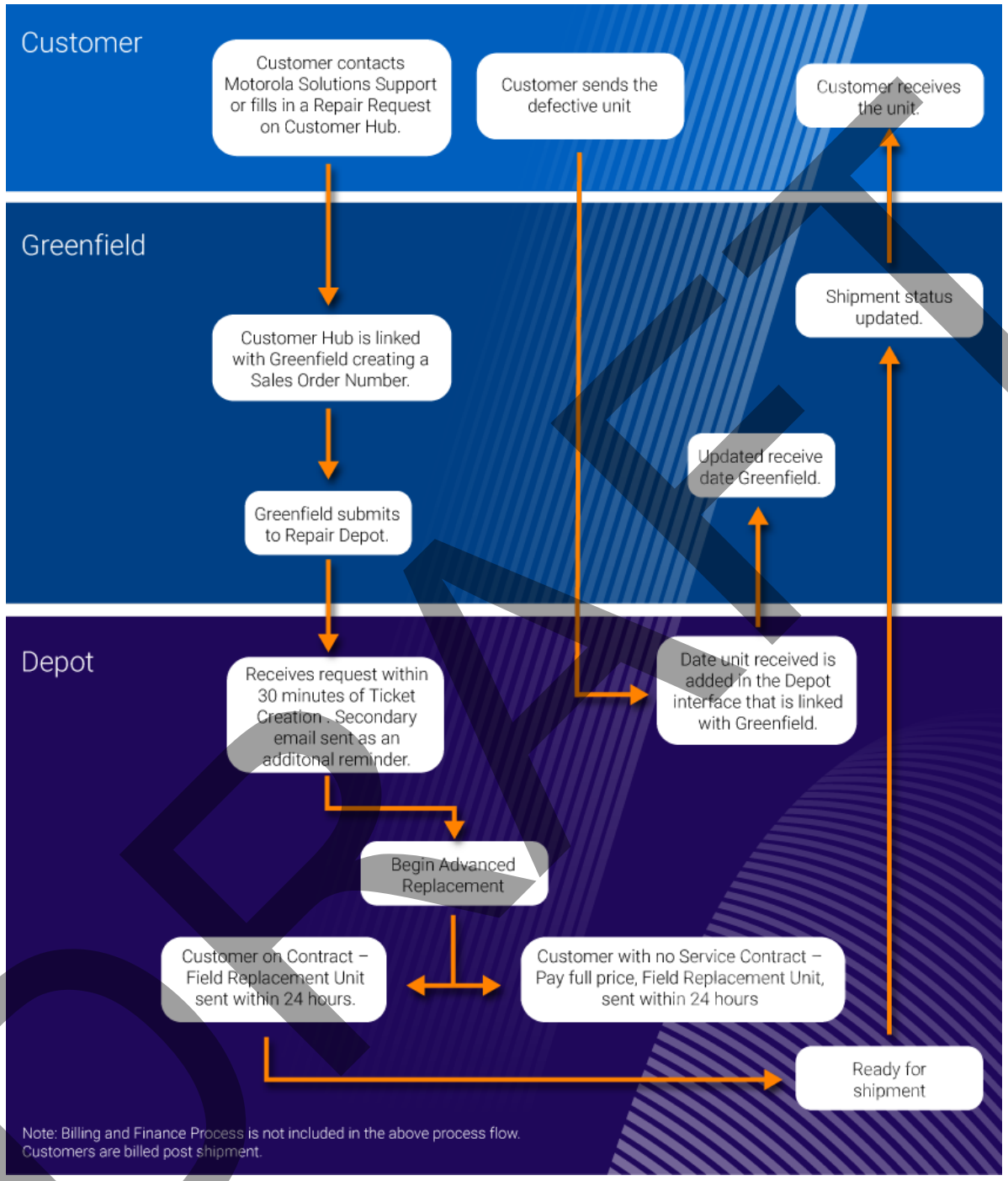


Figure 1-2: Advanced Replacement Decision Process

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1.3.2.8.4 Replacement Process for Advanced Replacement

Table 1-1: Shipping Charges and Default Mail Service

Services	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent Shipping Outbound to Customer Repair and Return Shipping Outbound to Customer	Motorola Solutions
Advanced Replacements (Next Flight Out or Other) Exchanges Shipped Outbound to Customer by Non-Motorola Carrier* Repair Shipping Inbound to Motorola Solutions Installation Labor	Customer

Motorola Solutions shipping carrier: FedEx

1.3.3 Security Update Service

Motorola Solutions' ASTRO 25 Security Update Service (SUS) provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Security update delivery is determined by the options included as part of this service. Section Inclusions indicates if options are included as part of this service.

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy (SwSP).

1.3.3.1 Description of Service

Motorola Solutions uses a dedicated information assurance lab to test and validate security updates. Motorola Solutions deploys and tests security updates in the lab to check for and prevent potential service degradation.

Motorola Solutions releases tested, compatible security updates for download and installation. Once security updates are verified by the SUS team, Motorola Solutions uploads them to a secure website and sends a release notification email to the Customer contact to inform them that the security update release is available. If there are any recommended configuration changes, warnings, or workarounds, the SUS team will provide documentation with the security updates on the secure website.

With the base service, the Customer will be responsible for downloading security updates, installing them on applicable components, and rebooting updated components. Additional options are available for Motorola Solutions to deploy security updates, reboot servers and workstations, or both.

1.3.3.1.1 On-site Delivery

If On-site Delivery is included with SUS, Motorola Solutions provides trained technician(s) to install security updates at the Customer's location. The technician downloads and installs available security updates and coordinates any subsequent server and workstation reboots. On-Site delivery is not available for the optional transport network updates for routers, firewalls and switches. If on-site

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transport network updates are required please discuss this with your Motorola Solutions Customer Support Manager.

1.3.3.1.2 Reboot Support

If Reboot Support is included with SUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

1.3.3.2 Scope

SUS includes pretested security updates for the software listed in Table 1-2: Update Cadence. This table also describes the release cadence for security updates.

Table 1-2: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft SQL Server	Quarterly
Microsoft Windows third party (i.e. Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor (A2024 or earlier only)	Quarterly
PostgreSQL	Quarterly
Antivirus Software Patch(es)	Quarterly
Server Firmware Updates	Quarterly
QNAP Firmware	Quarterly
Juniper Firewall Updates	Bi-Annually*
Juniper Router Updates	Bi-annually*
Fortinet Firewall Updates	As required - no regular cadence*
Juniper Switch Updates	As required - no regular cadence*
Aruba Switch Updates	As required - no regular cadence*

*To receive the updates for ASTRO Transport Network devices, the Customer is required to “Opt-In”. Please see Section 1.4 below.

1.3.3.3 Transport Network Updates

Updates to the transport network devices, which includes routers, firewalls and switches, will be issued up to twice a year (subject to applicability of vendor updates). See Table 1.

These updates require customer specific network device configurations which can only be prepared by Motorola Solutions.

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1.3.3.3.1 Opt-In

To receive configuration files for updating their transport network devices, customers must actively choose to "Opt-In."

If customers choose to perform these updates themselves, it will involve a certain level of interaction and shared responsibilities between the customer and Motorola Solutions.

The customer's decision and requirements for opting in are documented during the initial service onboarding process.

1.3.3.3.2 Configuration Files

When Customers “Opt-In”, their assigned Motorola Solutions engineer will provide any network configuration file updates needed for Customers to self-deploy the new device software release.

1.3.3.3.3 Deployment Options

The download and installation of the transport network updates are the responsibility of the Customer, with remote support from Motorola to provide configuration file updates.

An alternative option available, should the Customer require Motorola Solutions to deploy the updates, is an onsite deployment service, which is quoted separately. Please discuss this with your CSM.

Note that transport network updates are not included in the ASTRO 25 Remote Security Update Service.

1.3.3.3.4 Change Management

Customers are required to notify Motorola Solutions prior to deploying the updates (by calling the service desk). Your assigned MSI engineer who is supporting you with configuration changes will also raise/close the necessary Change Requests using the Motorola Solutions Change Management process.

1.3.3.4 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 1-3: SUS Package. This table indicates if Motorola Solutions will provide any SUS optional services to the Customer. SUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established Software Support Policy (SwSP).

Motorola Solutions reserves the right to determine, which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions’ assigned CSM for the latest supported releases.

Table 1-3: SUS Package

Service	ASTRO 25 Core Type	Included
Security Update Service Customer Self-installed	Standard Core Simplified Core	X
Security Update Service Customer Self-installed (Transport Network Updates)*	Standard Core Simplified Core	

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Service	ASTRO 25 Core Type	Included
Security Update Service with Reboot Support	Standard Core Simplified Core	
Security Update Service with On-site Delivery	Standard Core Simplified Core	

*To receive the updates for ASTRO Transport Network devices, the Customer is required to “Opt-In”. Please see Section 1.4.

Responsibilities for downloading and installing security updates and rebooting applicable hardware are detailed in Section Installation and Reboot Responsibilities.

1.3.3.5 Motorola Solutions Responsibilities

- On the release schedule in Section Scope, review relevant and appropriate security patches released by Original Equipment Manufacturer (OEM) vendors.
- Release tested and verified security patches to Motorola Solutions’ secure website.
- Publish documentation for installation, recommended configuration changes, any identified issue(s), and remediation instructions for each security update release.
- Send notifications by email when security updates are available to download from the secure website.
- For Customers who opt in to receive Transport Network Device Updates (Routers, Firewalls, Switches), Motorola Solutions shall:
  - Coordinate with the Customer to determine when Transport Network Configuration Tool (TNCT) files need to be updated.
  - Coordinate the retrieval of the current TNCT configurations from the Customer’s system.
  - Update TNCT files (where applicable) to ensure compatibility with updated device software.
  - Coordinate the deposit of the updated configurations to the Customer’s system (prior to the Customer’s planned update deployment activity).

1.3.3.6 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions’ Systems Integration and Test (SIT) team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system (IDS) signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 Standard and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX, Critical Connect, and VESTA solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.

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- Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services, unless the Customer has opted-in to deploy them and receive configuration support.
- Workstation firmware, BIOS and drivers are not included in these services.
- Motorola Solutions does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

1.3.3.7 Customer Responsibilities

- Provide Motorola Solutions with predefined information necessary to complete a Customer Support Plan (CSP) prior to the Agreement start date.
- Provide timely updates on changes of information supplied in the CSP to Motorola Solutions' assigned CSM.
- Update Motorola Solutions with any changes in contact information, specifically for authorized users of Motorola Solutions' secure website.
- Provide means for accessing Motorola Solutions' secure website to collect the pretested files.
- Download and apply only to the Customer's system as applicable, based on the Customer Agreement and the scope of the purchased service. Distribution to any other system or user other than the system/user contemplated by the Customer Agreement is not permitted.
- Implement Motorola Technical Notices (MTN) to keep the system current and patchable.
- Adhere closely to the Motorola Solutions CMSO troubleshooting guidelines provided upon system acquisition. Failure to follow CMSO guidelines may cause the Customer and Motorola Solutions unnecessary or overly burdensome remediation efforts. In such cases, Motorola Solutions reserves the right to charge an additional fee for the remediation effort.
- Upgrade system to a supported system release when needed to continue service. Contact Motorola Solutions' assigned CSM for the latest supported releases.
- For Customers who opt in to receive Transport Network Device Updates (Routers, Firewalls, Switches), the Customer shall:
  - Provide required information regarding the Customer's planned deployment schedule, including proposed update period.
  - Coordinate with Motorola Solutions engineers to provide current network configuration files.
  - Coordinate with Motorola Solutions to upload replacement configuration files (where applicable).
  - Provide the information necessary for to raise a Change Request to cover the period of the transport network update activity prior to deployment of updates.
  - Notify Motorola Solutions when updates are completed.
- Comply with the terms of applicable license agreements between the Customer and non-Motorola Solutions software copyright owners.

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1.3.3.8 Installation and Reboot Responsibilities

Installation and Reboot responsibilities are determined by the specific SUS package being purchased. Table 1-4: Installation and Reboot Responsibilities Matrix contains the breakdown of responsibilities. Section Inclusions indicates which services are included.

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

Table 1-4: Installation and Reboot Responsibilities Matrix

SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Security Update Service Customer Self-installed		▪ Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website. ▪ When a security update requires a reboot, reboot servers and workstations after security updates are installed.
Customer Self-installed with Transport Network Opt-In	▪ Update TNCT configurations for compatibility with device updates ▪ Raise Change requests prior to deployment of updates ▪ Close Change requests on completion of updates	▪ Deploy files to the Customer's system as instructed in the installation procedures provided on Motorola Solutions' secure website. ▪ Deploy updates and restart devices (where applicable)
Security Update Service with On-site Delivery	▪ Dispatch a technician to deploy pretested files to the Customer's system. ▪ When a security update requires a reboot, reboot servers and workstations after security updates are installed.	▪ Acknowledge Motorola Solutions will reboot servers and workstations, and agree to timing.
Security Update Service with Reboot Support	▪ When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.	▪ Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website.

1.3.3.9 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola Solutions may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

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All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

Additionally, Customers who opt-in to receive configuration files for updating their transport network devices, and that elect to self-install those updates, understand and agree to accept responsibility for and the risks associated with self-installation, which may include service interruptions or system downtime.

1.3.4 On-site Infrastructure Response

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' CMSO organization in cooperation with a local service provider.

On-site Infrastructure Response may also be referred to as On-site Support.

1.3.4.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section Priority Level Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

1.3.4.2 Scope

On-site Infrastructure Response is available in accordance with Section Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

1.3.4.3 Geographical Availability

On-site Infrastructure Response is available worldwide where Motorola Solutions servicers are present. Response times are based on the Customer's local time zone and site location.

1.3.4.4 Inclusions

On-site Infrastructure Response is provided for Motorola Solutions-provided infrastructure.

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1.3.4.5 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
  - Run diagnostics on the infrastructure component.
  - Replace defective infrastructure components, as supplied by the Customer.
  - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
  - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
  - If required by the Customer's repair verification in the CSP, verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
  - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal (SCP):
  - Open and closed.
  - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

1.3.4.6 Limitations and Exclusions

The following items are excluded from this service:

- All Motorola Solutions infrastructure components beyond the post-cancellation support period.
- All third-party infrastructure components beyond the post-cancellation support period.
- All broadband infrastructure components beyond the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.

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- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPSs, and test equipment.
- Racks, furniture, and cabinets.
- Tower and tower mounted equipment.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

1.3.4.7 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide the following information when initiating a service request:
  - Assigned system ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.

1.3.4.8 Priority Level Definitions and Response Times

This section describes the criteria Motorola Solutions used to prioritize incidents and service requests, and lists the response times for those priority levels.

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Table 1-6: Standard Level Definitions and Response Times

Incident Priority	Incident Definition	On-site Response Time
Critical P1	**Core**: Core server or core link failure. No redundant server or link available. **Sites/Subsites**: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles**: More than 40% of a site's console positions down. **Conventional Channels**: Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features**: Security is non-functional or degraded.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	**Core**: Core server or link failures. Redundant server or link available. **Consoles**: Between 20% and 40% of a site's console positions down. **Sites/Subsites**: One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels**: Up to 50% of CCGWs down. Redundant gateways available. **Network Elements**: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	**Consoles**: Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements**: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests**: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

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Table 1-7: Premier Priority Level Definitions and Response Times

Incident Priority	Incident Definition	On-site Response Time
Critical P1	**Core**: Core server or core link failure. No redundant server or link available. **Sites/Subsites**: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles**: More than 40% of a site's console positions down. **Conventional Channels**: Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features**: Security is non-functional or degraded.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 2 hours of receiving dispatch notification.
High P2	**Core**: Core server or link failures. Redundant server or link available. **Consoles**: Between 20% and 40% of a site's console positions down. **Sites/Subsites**: One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements**: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 2 hours of receiving dispatch notification.
Medium P3	**Consoles**: Up to 20% of a site's console positions down. **Conventional Channels**: Single channel down. Redundant gateway available. **Network Elements**: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests**: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

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Table 1-8: Limited Priority Level Definitions and Response Times

Incident Priority	Incident Definition	On-site Response Time
Critical P1	**Core**: Core server or core link failure. No redundant server or link available. **Sites/Subsites**: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles**: More than 40% of a site's console positions down. **Conventional Channels**: Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features**: Security is non-functional or degraded.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	**Core**: Core server or link failures. Redundant server or link available. **Consoles**: Between 20% and 40% of a site's console positions down. **Sites/Subsites**: One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels**: Up to 50% of CCGWs down. Redundant gateways available. **Network Elements**: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	**Consoles**: Up to 20% of a site's console positions down. **Conventional Channels**: Single channel down. Redundant gateway available. **Network Elements**: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests**: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

1.3.5 Annual Preventative Maintenance

Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

1.3.5.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

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1.3.5.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

1.3.5.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products, per the level of service marked in Table 1-9: Preventive Maintenance Level.

Table 1-9: Preventive Maintenance Level

Service Level	Included
Level 1 Preventive Maintenance	X

1.3.5.4 Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in Customer Hub, or as otherwise agreed in the CSP, comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
- Perform the tasks defined in Section Preventative Maintenance Tasks.
  - Perform the procedures defined in Section Site Performance Evaluation Procedures for each site type on the system.
  - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
  - As applicable, use the Method of Procedure (MOP) defined for each task.

1.3.5.5 Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service:

- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.

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- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

1.3.5.6 Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

1.3.5.7 Preventative Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section. Tasks will be performed based on the level of service noted in Section Inclusions.

MASTER SITE CHECKLIST – LEVEL 1	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management (NM) Client Applications	Review Unified Event Manager (UEM) events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on core security management server were updated within two weeks of current date.

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MASTER SITE CHECKLIST – LEVEL 1	
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.

MASTER SITE CHECKLIST – LEVEL 1	
Domain Controllers (non-Common Server Architecture)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Firewalls	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Logging Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.

PRIME SITE CHECKLIST – LEVEL 1	
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.

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PRIME SITE CHECKLIST – LEVEL 1	
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST – LEVEL 1	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.

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DISPATCH SITE CHECKLIST – LEVEL 1	
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder (IRR) Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).

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DISPATCH SITE CHECKLIST – LEVEL 1	
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Logging Equipment Testing	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Playback Station (Motorola Solutions Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

RF SITE CHECKLIST – LEVEL 1	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation, PCA screens indicating potential faults for proper operation
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back if the site has GTR stations. This test is not applicable for D series stations.

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RF SITE CHECKLIST – LEVEL 1	
Trunking Site Controller Redundancy, ASTRO® 25 Site Repeater only	Roll site controllers with no dropped audio if the site has GTR stations. This test is not applicable for D series stations.
PM Optimization Workbook (See Section 1.3.20.8: Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

MOSCAD CHECKLIST – LEVEL1	
MOSCAD Server	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Log in to site devices to verify passwords. Document changes if any found.
MOSCAD Client	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
MOSCAD RTUs	
Equipment Alarms	Verify no warning or alarm indicators.
Verify Connectivity	Verify connectivity
Password Verification	Site devices to verify passwords. Document changes if any found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.

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FACILITIES CHECKLIST – LEVEL 1	
Visual Inspection Exterior	
Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check exterior of building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check landscape and access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
UPS	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
Generator	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Verify generator running and check ease or difficulty of start. Is generator "throttling" or running smooth? Any loud unusual noise? Document any concerns or abnormal conditions.
Motorized Dampers	Check operation

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FACILITIES CHECKLIST – LEVEL 1	
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.
Cooling / Heating	Check each HVAC unit for cooling/heating.
Motorized Dampers	Check operation.

TOWER CHECKLIST – LEVEL 1	
Structure Condition	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
Tower Lighting	
Lights/Markers	Verify all lights and markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
Antennas and Lines	
Antennas	Visually inspect antennas for physical damage from ground using binoculars.
Transmission Lines	Verify that all transmission lines are secure on the tower.
Grounding	
Structure Grounds	Inspect grounding for damage or corrosion
Guy Wires	
Tower Guys	Visually inspect guy wires for fraying, loss of tension, or loss of connection.
Guy Wire Hardware	Check hardware for rust.
Concrete Condition	
Tower Base	Check for chips or cracks.

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1.3.5.8 Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 SITE PERFORMANCE
Antennas
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data
FDMA Mode
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA Mode
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTAs (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

1.4 Priority Level Definitions and Response Times

Table 1-10: Priority Level Definitions and Response Times describes the criteria Motorola Solutions CMSO uses to prioritize incidents and service requests, and lists the response times for those priority levels.

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Table 1-10: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.

1.5 Network Event Monitoring

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola uses a defined set of tools to remotely monitor the Customer's ASTRO 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. CMSO technologists acknowledge and assess these incidents, and initiate a defined response.

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With Network Event Monitoring, Motorola uses a Managed Services Suite of Tools (MSST) to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center (NOC). Incidents will be generated automatically based on the criteria shown in Table 1-11: Alarm Threshold Rule Options for All Event Types.

Table 1-11: Alarm Threshold Rule Options for All Event Types

Standard Threshold	Optional Threshold
An incident will be triggered if an event fulfills one of the two following criteria: ▪ Event occurs 5 times in 30 minutes. ▪ Event causes 10 minutes of continuous downtime for a monitored component.	An incident will be triggered if an event fulfills one of the two following criteria: ▪ Event occurs 7 times in 30 minutes. ▪ Event causes 15 minutes of continuous downtime for a monitored component.

The CMSO NOC agent assigns a priority level to an incident, then initiates a response in accordance with the Customer Handling Procedure (CHP). Depending on the incident, Motorola's response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola determines necessary.

To prevent duplicate incidents from being generated by the same root cause, Motorola employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an incident, Motorola and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- **Open** – Motorola's points of contact for dispatch permissions, entitlement information, and knowledge management.
- **Vendor** – Escalation and contact information.
- **Resolution** – Incident closure information.
- **Site Arrival** – Site arrival and exit process information.

The Customer will be able to access information on Network Event Monitoring activities via Customer Hub, including incident management reports. Any specific remediation and action notes from Motorola's CMSO or field service technicians will be available for the Customer to review as well.

Service Configuration Portal-Lite (SCP-Lite), which can be accessed through Customer Hub, provides a read-only view of the Customer's current service configuration, including site parameters, notification preferences and dispatch information. If the Customer or Motorola makes changes to the network, the updated information will be incorporated into SCP-Lite allowing the Customer a view of the ASTRO® 25 radio network's state.

1.5.1 Scope

Network Event Monitoring is available 24/7. Incidents generated by the monitoring service will be handled in accordance with Section Priority Level Definitions and Response Times.

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Network Event Monitoring is a globally provided service unless limited by data export control or other applicable local and regional regulations. Timeframes are based on the Customer's local time zone.

1.5.2 Inclusions

Network Event Monitoring is available for the devices listed in Section Monitored Elements.

1.5.3 Motorola Responsibilities

- Provide a dedicated network connection necessary for monitoring the Customer's communication network. Section Connectivity Matrix describes available connectivity options.
- If determined necessary by Motorola Solutions, provide Motorola Solutions-owned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in Section Motorola Solutions Owned and Supplied Equipment.
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the Customer Support Plan (CSP), and in accordance with Section Priority Level Definitions and Response Times.
- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer pursuant to Section Customer Responsibilities.
- Create an incident, as necessary. Gather information to perform the following:
  - Characterize the issue
  - Determine a plan of action
  - Assign and track the incident to resolution
- Provide the Customer with system configuration info, site info, system notifications, and system notes via Customer Hub.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola Solutions and the Customer as specified in Section Customer Responsibilities.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

1.5.4 Limitations and Exclusions

The following activities are outside the scope of the Network Monitoring service:

- Motorola will not monitor any elements outside of the Customer's ASTRO 25 network, or monitor infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager (UEM).
- Additional support charges above contracted service agreement fees may apply if Motorola determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola.
- Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.

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- Emergency on-site visits required to resolve technical issues that cannot be resolved by working remotely with the Customer's technical resource.
- Elements deployed outside of ASTRO RNI (e.g., ASTRO CEN sites) are excluded from the service.
- System installations, upgrades, and expansions.
- Customer training.
- Hardware repair and/or replacement.
- Network security services.
- Information Assurance.

1.5.5 Customer Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager (CSM).
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola Solutions' CSM via Customer Hub.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola Solutions to provide the monitoring service.

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- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Contact Motorola Solutions to coordinate transition of monitoring when the responsibility for monitoring needs to be transferred to or from Motorola Solutions, as specified in pre-defined information provided in the Customer's CSP. An example of a transfer scenario is transferring monitoring from Motorola Solutions for network monitoring after normal business hours.
  - Upon contact, the Customer must provide Motorola Solutions with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.
- Acknowledge that incidents will be handled in accordance with Section Priority Level Definitions and Response Times.

1.5.6 Connectivity Matrix

ASTRO connectivity should be established prior to service start date.

Table 1-12: Available Connectivity

System Type	Available Connectivity	Set up and Maintenance
ASTRO 25	ASTRO Connectivity Service	Motorola

1.5.7 Motorola Solutions Owned and Supplied Equipment

This table identifies equipment that Motorola Solutions will supply to support the network monitoring service for the duration of the service.

Table 1-13: Motorola Solutions Owned and Supplied Equipment

Equipment Type	Location Installed
Firewall/Router	Primary Site
Service Delivery Management Server (DSR only)	Primary Site for each Zone

1.5.8 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CHP.

Table 1-14: Monitored Elements

Monitored Elements		
Active Directory	Enrichment Testing	Probe
Agent	Environmental	Core Switch
AIS	ESX	Radio Interface
AMB	Exit Router	RDM
Application Server	RNI Firewall	RFDS
APX Cloud Application	Core Server	RGU

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Monitored Elements		
ATR	Gateway	RNG
AUC	Gateway Router	Site Router
Backup Server	Gateway Unit	RTU
Base Radio	GIS Server	SCOM Server
Call Processor	HSS	Short Data Router
Camera	Install Server	Statistical Server
CBSD	Site Switch	Storage Networking
CCGW	Licensing Service	Consoles
Load Balancer	Load Balancer	TRAK
Client Station	Logging Recorder	Terminal Server
CommandCentral AXS Dispatch Console	Logging Replay Station	Time Keeper
Controller	UNC	Training App
Conventional	UEM	Training Database
Core Router	MOSCAD Server	Trap Forwarder
Data Processing	Network Address	UCS
Database Server	Network Device	Licensing Server
Data Warehouse Server	NTP	Virtual Machine
Device Configuration Server	AIS	VMS
DNS	Application Server	VPM
Domain Controller	Packet Data Gateway	WSGU
D series Site Controller	Physical Host Environmental	ZDS
eNodeB	Physical Host Power and Network	Zone Controller
Active Directory	Power Distribution Unit	Syslog
Repeaters	Power Monitor	Proxy

1.6 Remote Security Update Service

Motorola Solutions' ASTRO 25 Remote Security Update Service (RSUS) provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Motorola Solutions will remotely deliver tested security updates to the Customer using a network connection. Reboot responsibility is determined by which options are included as part of this service.

The ASTRO 25 Monthly Security Update Service (SUS) is a prerequisite for RSUS. Please see the Statement of Works for ASTRO 25 SUS Statement of Work.

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1.6.1 Description of Service

Motorola Solutions remotely installs pretested security updates on the applicable ASTRO 25 system components, as defined in Appendix 1.

Note that some ASTRO 25 system components may be covered by the self-installed SUS service and not RSUS (RSUS Exceptions).

If the Customer is unable to apply updates to RSUS exceptions, Motorola Solutions can provide On-site SUS, whereby the Motorola field service team attend Customer premises to install the updates.

Motorola Solutions remotely installs pretested security updates on the applicable ASTRO 25 system components. Motorola Solutions tests security updates for compatibility with ASTRO 25 in a dedicated information assurance lab.

Motorola Solutions will install compatible ASTRO 25 security updates using a remote connection. After installing tested security updates remotely, Motorola Solutions provides the Customer with a report outlining the updates made to the Customer's system. This report will inform the Customer of security update network transfers and installation statuses.

1.6.1.1 Application of Prerequisite Motorola Technical Notices (MTN)

In some instances, MTNs must be applied to enable Motorola Solutions to remotely deploy the latest security updates. MTN installation is not part of RSUS. In the event that Motorola Solutions is prevented from deploying security updates due to incomplete implementation of prerequisite MTNs, Motorola Solutions will raise a service incident and notify the Customer. Once necessary MTNs are applied to the Customer's system, Motorola Solutions will continue to remotely deploy security updates.

1.6.1.2 Updates to System Components in the Customer Enterprise Network

Connections to other networks, herein referred to as Customer Enterprise Network (CEN), are delineated by firewalls. All security updates deployed by RSUS are specific to the equipment included in the ASTRO 25 radio network. The only exceptions are those identified as RSUS exceptions in Appendix 1.

The Customer may request a quote, via the CSM, for Motorola Solutions to remotely install updates to eligible systems that are in the Customer's CEN.

The Customer must make the appropriate configuration changes to their firewall giving logical access and a network path to allow Motorola Solutions to remotely install the requisite patches.

1.6.1.3 Microsoft Windows Reboot Following Security Update Installation

It is a critical requirement for Microsoft Windows systems to be rebooted following the installation of security updates. In the case of RSUS, this is the responsibility of the Customer.

Failure of the Customer to fulfill reboot responsibilities as described in Table 1-17: Reboot Responsibilities Matrix exposes systems to security threats. Until reboot, the system is not updated.

It will also delay execution of future RSUS updates, with a risk of failed RSUS scheduling and unnecessary Customer impact.

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If Customers require further support from Motorola Solutions to reboot following Microsoft Windows update deployment and installation, please contact your CSM who can discuss options for Reboot Support.

1.6.1.4 Reboot Support

If the Reboot Support service is sold to complement RSUS, Motorola Solutions provides technician(s) to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

- The RSUS team will notify all listed contacts one week prior to patching to all required contacts (identified during service onboarding).
- On completion of patching, a final report is sent via email to the listed contacts.
- The notification will state that patching is complete and systems need to be rebooted.
- This process is repeated monthly.

Reboot Support requires that the Customer representative works with Motorola Solutions technicians to plan when reboots will be undertaken to reduce the operational impact.

1.6.2 Scope

RSUS includes pretested security updates for the software listed in Table 1-15: Update Cadence. This table also describes the release cadence for security updates.

Table 1-15: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft SQL Server	Quarterly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
Trellix (McAfee) Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly

Motorola Solutions installs security updates during normal business hours. Normal business hours are defined as 8 a.m. to 5 p.m. Central Standard Time Monday through Friday, excluding public holidays.

The Customer may submit a formal request that Motorola Solutions personnel work outside of these hours. The Customer will need to pay additional costs for work to be completed outside of normal business hours.

Motorola Solutions will provide an Impact Timeline (ITL) to the Customer to show installation tasks scheduled, including preparation work and the transfer of security updates to local storage or memory. Core Server reboots or zone controller rollover will be initiated at the times shared in the ITL.

It is a critical requirement that Microsoft Windows systems are rebooted following the installation of security updates. In the case of RSUS, this is the responsibility of the Customer.

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Intrusive security updates require Customer coordination, may require hardware reboots and zone controller rolling (switching from one zone controller to the other) to fully implement. Systems with redundant zone controllers (M3) have low downtime (minutes) as the zone controllers are rolled but systems with single zone controllers will be down for longer periods. While rolling the zone controllers, the system will operate in “site trunking” mode. The Customer will need to be aware of these operational impacts, and coordinate events with users.

1.6.3 Tenanted Customers Access to Antivirus Updates

Where a Customer is a Tenant Customer (for example, a Public Safety Access Point / Dispatch Center) on a Core system owned and operated by another organization, any Tenant customer systems such as dispatch consoles need to be able to access the core Central Security Management Server (CSMS). The RSUS team will need permission from the Core system owners to allow connectivity from the Core system to any RSUS entitled Tenant Customers.

1.6.4 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 1-16: RSUS Options. This table indicates if Motorola Solutions will provide any RSUS optional services to the Customer. RSUS supports the current Motorola Solutions ASTRO® 25 system release and aligns with the established Software Support Policy (SwSP).

Motorola Solutions reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting releases that are no longer within the Standard Support Period (as defined by the SWSP). Contact Motorola Solutions’ assigned CSM for the latest supported releases.

Table 1-16: RSUS Options

Service	ASTRO 25 Core Type	Included
Remote Security Update Service	L Core M Core Simplified Core	X
Remote Security Update Service with Reboot Support	L Core M Core Simplified Core	

Responsibilities for rebooting applicable hardware are detailed in Section Reboot Responsibilities.

1.6.5 Motorola Responsibilities

- Remotely deploy patches listed in Section Scope on the Customer’s system. Patches will be installed on the cadence described in that section.
  - As outlined in Section Scope, coordinate and communicate with the Customer when installing updates that will require server reboots, workstation reboots, or both.
- Install non-intrusive updates, like antivirus definitions, as released without coordination.
- In the event that no security updates are released by the Original Equipment Manufacturers (OEM), the Final RSUS Patch Report can be reviewed by the Customer to identify where no new security updates were required.

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- Coordinate RSUS activities with any other Motorola Solutions system maintenance or other engineering activities with the Customer to minimize downtime, inefficiency and operational impact.

1.6.6 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test (SIT) team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system (IDS) signature updates for IDS solutions.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 L, M and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX, Critical Connect and VESTA solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware are not included in these services.
- This service excludes the delivery of MTNs to the customer system.
- Motorola Solutions does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.
- Motorola Solutions shall provide Customers with a list of MTNs that are prerequisite for execution of the RSUS service.

1.6.7 Customer Responsibilities

- This service requires connectivity from Motorola Solutions to the Customer's ASTRO 25 system. If required, procure internet connectivity before the service commences, and maintain it for the duration of the service contract.
- Refrain from making uncertified changes to the ASTRO 25 system. Consult with Motorola Solutions before making changes to the ASTRO 25 system.
- Be aware of the operational impacts of RSUS update installation, and coordinate the update process with users.
- Prerequisite Motorola Technical Notices (MTN) must be applied to enable Motorola Solutions to remotely deploy the latest security updates. The list of MTNs that must be applied are available on the SUS secure customer portal.

1.6.8 Reboot Responsibilities

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities. Reboot responsibilities are determined by the specific RSUS

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package being purchased. Table 1-17: Reboot Responsibilities contains the breakdown of responsibilities. Section Inclusions indicates which services are included.

If a Customer chooses not to reboot after an update, whether for operational reasons or convenience, they are accepting the associated risks, which include:

- Greater exposure to cyber security threats and vulnerabilities.
- Impact to implementation of subsequent RSUS Microsoft Windows updates at the agreed delivery cadence, until the devices are rebooted and at the correct RSUS release.

If Customers require further support from Motorola Solutions to reboot following Microsoft Windows update deployment and installation, please contact your CSM who can discuss options for Reboot Support.

Table 1-17: Reboot Responsibilities Matrix

Remote SUS Package	Motorola Responsibilities	Customer Responsibilities
Remote Security Update Service	Provide a report to the Customer's main contact listing the servers or workstations which must be rebooted to ensure installed security updates become effective.	When a security update requires a reboot, reboot servers and workstations after security updates are installed. When remote deployment is in progress, it may be necessary for multiple reboots to be coordinated with Motorola Solutions.
Remote Security Update Service with Reboot Support	When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.	

1.6.9 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g., end-of-life) from deployed software, Motorola Solutions may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

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Appendix A-Tri-Co Communications Additional Onsite Services

ASTRO System:

- Monthly Site Inspections
  - Physical Inspection of RF Sites
  - Pest Control (Bug Spray 3-Foot perimeter of Facility)
  - Grounds Maintenance (Weed Spray 3-Foot perimeter of Facility)
- Pre & Post-Hurricane Site Inspections
  - Physical Inspection of RF Sites
  - Ground Inspect Tower for Antenna/Line Security
  - Remove Debris from Site
  - Check Generator Fluid Levels
    - Fuel
    - Coolant
    - Oil
  - Check Generator Run
  - Call Customer with Fuel Reports for Coordination of Refill
- First Echelon for Cases
- Premier Onsite Service
- Virus Definition/Moto Patches
- Motorola Technical Notification (MTN) Deployment
- Annual Preventive Maintenance (System Alignment)
- Environmental Alarm Investigation
- System Support for accessory devices
- Site visits for enhancements (alarm modifications, environmental modifications, etc.) that require On-Site Support will be billed on a T&M basis. Including but not limited to:
  - HVAC Replacements
  - UPS Replacements
  - Fuel System Replacements
  - Site Enhancements

Generators:

- Two Annual Services (Major with Load Test & Minor)
  - 1 Annual Major with 2-Hour Load Test & Firmware Update
  - 1 Annual Minor
- Battery replacement

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- Radiator fluid analyzed for flush.
- 24/7 Generator Alarm Monitoring (Notification System)
  - Generator Run
  - Generator Overcrank
  - Generator Overspeed
  - Generator Low Oil Pressure
  - Generator High Coolant Temperature
  - Generator Low Battery
  - Generator Fuel High/Low
  - Generator Automatic Transfer Switch (ATS) Status
- Fuel Level Checks
- Physical Inspection During RF Site Visits
- Hose Replacement (during radiator flush)
- Emergency vendor calls are included only for the Prime Site and Master Site

Generators Excluded Services:

- Complete generator replacements or complete engine rebuilds
- Provision of loaner or rental generators
- Additional major services with a 2-hour load bank test beyond the annual service
- Firmware updates beyond the scheduled annual update
- Services for equipment not directly related to the generator system, including but not limited to:
  - Uninterruptible Power Supplies (UPS)
  - Fuel system components (e.g., piping, regulators, breather vents)
- All RF subsites will follow standard vendor processing procedures (non-emergency).
- Services or repairs related to lightning damage
- Services or repairs resulting from vandalism, theft, or tampering

MCM Technology

- Tri-Co
  - On-site service upon customer notification Monday- Friday 8:30 - 5:00 Eastern.
  - First echelon troubleshooting Monday - Friday 8:30 - 5:00 Eastern
  - Assist vendor in providing remote access Monday - Friday 8:30 - 5:00 Eastern
- MCM Provided
  - Toll-free support
  - Automated Support Ticket System
  - New Customer Support Transition
  - Application Updates, Patches & Fixes (on MCM software in supported lifecycle)
  - Webinars
  - Hardware is the customer's responsibility

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Genesis

- Tri-Co Provided
  - On-site service upon customer notification Monday- Friday 8:30 - 5:00 Eastern.
  - First echelon troubleshooting Monday - Friday 8:30 - 5:00 Eastern
  - Assist vendor in providing remote access Monday - Friday 8:30 - 5:00 Eastern
- Genesis Provided
  - Telephone and Remote support
  - Remote System Analysis
  - System Down Emergencies are supported 24/7
  - Application Updates, Patches & Fixes (on Genesis software in supported lifecycle)
  - Hardware is the customer's responsibility.

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Section 2

ASTRO® System Upgrade Agreement Statement of Work

2.1 Overview

Utilizing the ASTRO® System Upgrade Agreement (SUA) service, Marion County (Customer) is able to take advantage of new functionality and security features while extending the operational life of the system.

Motorola Solutions, Inc. (Motorola) continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO® is available at all times.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

The Customer is required to keep the system within a standard support period as described in Motorola's Software Support Policy (SwSP).

2.2 Scope

As system releases become available, Motorola agrees to provide the Customer with the software, hardware, and implementation services required to execute up to one system infrastructure upgrade (System Upgrade) in each eligible System Upgrade window over the term of this agreement. The term of the agreement is listed in Table 1: SUA Term. The eligible System Upgrade windows and their duration are illustrated in Table 2: Eligible System Upgrade Window.

With the addition of the cloud services, Motorola will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO® System Upgrades and will occur outside the defined eligible System Upgrade windows in Table 2: Eligible System Upgrade Window. Motorola may, at its sole discretion, automatically apply the cloud updates as they become available.

If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

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Table 1: SUA Term

Duration	6 Year(s)

Table 2: Eligible System Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window	Third Eligible Upgrade Window
Duration:	Duration:	Duration:
2026-2027	2028-2029	2030-2031

The methodology for executing each System Upgrade is described in Section 1.5. ASTRO® SUA pricing is based on the system configuration outlined in Appendix B: System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

The price quoted for ASTRO® SUA requires the Customer to choose a certified system upgrade path in Appendix A: ASTRO® System Release Upgrade Paths. Should the Customer elect an upgrade path other than one listed in Appendix A: ASTRO® System Release Upgrade Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola will provide a price quotation for any additional materials and services necessary.

2.3 Inclusions

Refer to Table C-6: SUA Coverage Table for more detailed information on the SUA inclusions referenced in this section.

2.3.1 System Upgrades

System Upgrade coverage includes the products outlined in Appendix B: System Pricing Configuration and does not cover all products. The ASTRO® SUA applies only to System Upgrades within the ASTRO® platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

2.3.2 Subscriber Radio Software

The ASTRO® SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to Section 1.4.5 for further clarification on coverage.

2.4 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO® SUA does not cover the products and services detailed in this document.

Excluded Products and Services	Examples (Not Limited To)
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers

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Excluded Products and Services	Examples (Not Limited To)
Backhaul Network	MPLS, Microwave, Multiplexers
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners, Multicouplers
Customer-provided cloud connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

2.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

2.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO® SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

2.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

2.4.4 Cloud Technology

Support for Customer-provided connectivity to the cloud platform is not covered under this agreement.

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO® SUA may change. Any changes to ASTRO® SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

2.4.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer's responsibility and is not included in SUA coverage. Subscriber radios must be at a software release compatible with the Customer's ASTRO® system configuration. Motorola will make reasonable efforts to notify the Customer if there is an incompatibility.

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2.5 General Statement of Work for System Upgrades

2.5.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.5.1.1 Motorola Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.5.1.2 Customer Responsibilities

- Contact Motorola to schedule a System Upgrade and provide necessary information requested by Motorola to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola that will require the system release upgrade software.

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- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in Section 2.5.1.1 Motorola Responsibilities, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- If applicable, provide network connectivity at the zone core site(s) for Motorola to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola will provide the network connection specifications, as listed in Section 2.5.1.1 Motorola Responsibilities. Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Appendix B: System Pricing Configuration.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on premise radio solution and the cloud platform, unless provided by Motorola under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola makes no representations as to the compliance of ASTRO® SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

2.5.2 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

2.5.2.1 Motorola Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.

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- Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.5.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

2.5.3 System Upgrade

2.5.3.1 Motorola Responsibilities

- Perform System Upgrade for the system elements outlined in this SOW.

2.5.3.2 Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.5.4 Upgrade Completion

2.5.4.1 Motorola Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

2.5.4.2 Customer Responsibilities

- Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

2.6 Special Provisions

The migration of capabilities from ASTRO® on-premises Core infrastructure to the cloud is included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to Customer-provided software and hardware. Motorola makes no warrants or commitments about adapting our standard system releases to accommodate Customer implemented equipment. If during the course of a System Upgrade, it is determined that Customer provided software and/or hardware does not function properly, Motorola will notify the Customer of the limitations. The Customer is responsible for any costs and liabilities associated with making the Customer-provided

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software and/or hardware work with the standard Motorola system release. This includes, but is not limited to, Motorola's costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the Customer.

Any Motorola software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Software License Agreement. Any non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding non-Motorola Software. Non-Motorola Software may include Open Source Software.

ASTRO® SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola no longer supports the ASTRO® 7.x software version in the Customer's system or discontinues the ASTRO® SUA program. In either case, Motorola will refund to Customer any prepaid fees for ASTRO® SUA applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Upgrade Operations Team.

The ASTRO® SUA annualized price is based on the fulfillment of the system release upgrade in each eligible System Upgrade window. If the Customer terminates, except if Motorola is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible System Upgrade window if a system release upgrade has been taken prior to the point of termination.

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Appendix A: ASTRO® System Release Upgrade Paths

The upgrade paths for standard ASTRO® system releases are listed in Table A-3: Certified Standard ASTRO® System Release Upgrade Paths.

Table A-3: Certified Standard ASTRO® System Release Upgrade Paths

ASTRO® System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to current shipping release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO® system releases for federal deployments are described in Table A-4: Certified High Security ASTRO® System Release Upgrade Paths.

Table A-4: Certified High Security ASTRO® System Release Upgrade Paths

ASTRO® High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO® 7.x platform is expressed in the form “ASTRO® 7.x release 20YY.Z”. In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO® System release with support for Public Key Infrastructure (PKI) Common Access Card / Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

Starting with the 2024 releases, Motorola is moving from the ASTRO 7.x release names to ASTRO Next. For the purposes of the SUA program, releases using the naming convention of AN (ASTRO Next) or A (ASTRO) will be considered the same.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein outlines Motorola’s presently anticipated general technology direction and is provided for information purposes only. The information in the roadmap is not a commitment to deliver a product, product feature, or software functionality. Motorola reserves the right to make changes to the content and timing of any product, product feature, or software release.

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Appendix B: System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

Table B-5: System Configuration at Time of Contract

System Configuration	
Core Configuration	
Cloud-based Core	0
On-premises Main Site	1
On-premises Backup Site	0
System Level Features	
Standalone Servers (Critical Connect / Smart Connect)	1
MOSCAD NFM RTU (typically 1 per site location)	14
Network Management Clients	3
IMW Servers	1
Telephone Interconnect	0
Security Configuration	
AERSS Sensors	--
Firewalls	--
KMF Servers	0
KMF Clients	0
RF Site Configuration	
Virtual Prime Sites	0
IP Simulcast Prime Sites (include co-located/redundant)	1
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	12
GTR 8000 Base Stations	138
DBR 8000 Base Stations	0
Dispatch Site Configuration	
Dispatch Site Locations	2
MCC 7500 Dispatch Consoles	20
AIS	1
CCGWs	5
MC EDGE Aux I/O	0
AXS Console Dispatch Site Locations	0
AXS Console PDH (CommandCentral Hub)	0
AXS Servers	0
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0

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System Configuration	
MACH Alert FSA Purchased through Motorola	0
Genesis Applications Purchased through Motorola	0

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Appendix C: SUA Coverage Table

This appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A “board-level replacement” is defined as any Field Replaceable Unit (FRU).

Table C-6: SUA Coverage Table

ASTRO® Certified Solution	System Upgrade		
Equipment Provided by Motorola	**Software**	**Hardware Full Product**	**Hardware Board-Level**
Servers	✔	✔	
Workstations	✔	✔	
Firewalls	✔	✔	
Routers	✔	✔	
LAN Switches	✔	✔	
CirrusNode	✔	✔	
MCC 7500 Voice Processing Module	✔		✔
MCC 7500E Dispatch AIM	✔	✔	
MCC 7500E Dispatch (CommandCentral Hub)	✔	✔	
AXS PDH Client (CommandCentral Hub)	✔	✔	
SDM 3000 Aux I/O	✔	✔	
MC Edge Aux I/O	✔	✔	
GTR 8000 Base Stations	✔		✔
GCP 8000 Site Controllers	✔		✔
DSC 8000 Site Controllers	✔	✔	
GCM 8000 Comparators	✔		✔
Motorola logging interface equipment	✔	✔	
PBX switches for telephone interconnect	✔	✔	
SDM 3000 RTU	✔		✔
Conventional Channel Gateway (CCGW)	✔	✔	
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✔	✔	
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)	✔	✔	
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)	✔	✔	

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Section 3

Cybersecurity Services

3.1 Solution Description

3.1.1 Solution Overview

Motorola Solutions, Inc. (Motorola) is pleased to present the proposed cybersecurity Managed Detection and Response (MDR) services for Marion County (hereinafter referred to as “Customer”).

Identifying and mitigating cyber threats requires a reliable solution that supplies the right data to cybersecurity experts. Motorola will provide access to our ActiveEye Security Platform, along with 24x7 support from specialized security technologists, who will monitor your mission critical network against threat and intrusion.

The following ASTRO® 25 MDR features and services are included in our proposal:

- **ActiveEye Managed Detection and Response Elements**
  - ActiveEye Security Management Platform
  - ActiveEye Remote Security Sensor (AERSS)
- **Service Modules**
  - Log Collection / Analytics
  - Network Detection
  - External Vulnerability Scanning
  - Endpoint Detection and Response
- **Security Operations Center Monitoring and Support**

3.1.2 Site Information

The following site information is included in the scope of our proposal:

Table 3-1: Site Information

Site / Location	Quantity
Core Site	1
Network Management Clients	3
Dispatch Consoles	20
AIS	1

Services Included

The ActiveEye service modules included in our proposal are shown in the tables below. The **Network Environment** column will designate the location of each module: ASTRO 25 Radio Network Infrastructure (RNI), Customer Enterprise Network (CEN), or the Control Room CEN.

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Table 3-2: Service Modules

Service Module	Features Included	Network Environment
Log Collection / Analytics	Online Storage Period: 30 Day Storage Extended Log Storage Length: 12 Months	RNI
Network Detection	Up to 1 Gbps per sensor port	RNI
External Vulnerability Scanning	Features in Section 3.2.3.3	RNI
Endpoint Detection and Response (EDR)	Online Storage Period: 30 Day Storage	RNI

Note: CENs are out of scope and are the responsibility of the customer.

3.2 Service Description

Managed Detection and Response is performed by Motorola Solutions' Security Operations Center (SOC) using the ActiveEye™ security platform. The SOC's cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to; deploying cybersecurity countermeasures for incident containment, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below. The MDR service includes the deployment and optimization of these elements into the Customer's network.

3.2.1 Managed Detection and Response Elements

This section and its subsections describe Managed Detection and Response elements, and their applicability for specific infrastructure.

3.2.1.1 ActiveEye Security Platform

Motorola's ActiveEye security platform collects and analyzes security event streams from the Customer's ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems. The ActiveEye platform is provided in the English language.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

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Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

3.2.1.2 ActiveEye Managed Security Portal

The ActiveEye Managed Security Portal will synchronize security efforts between the Customer and Motorola. From this central point, the Customer will be able to view threat insights, event investigations, security reports, threat advisories, and status of any security cases.

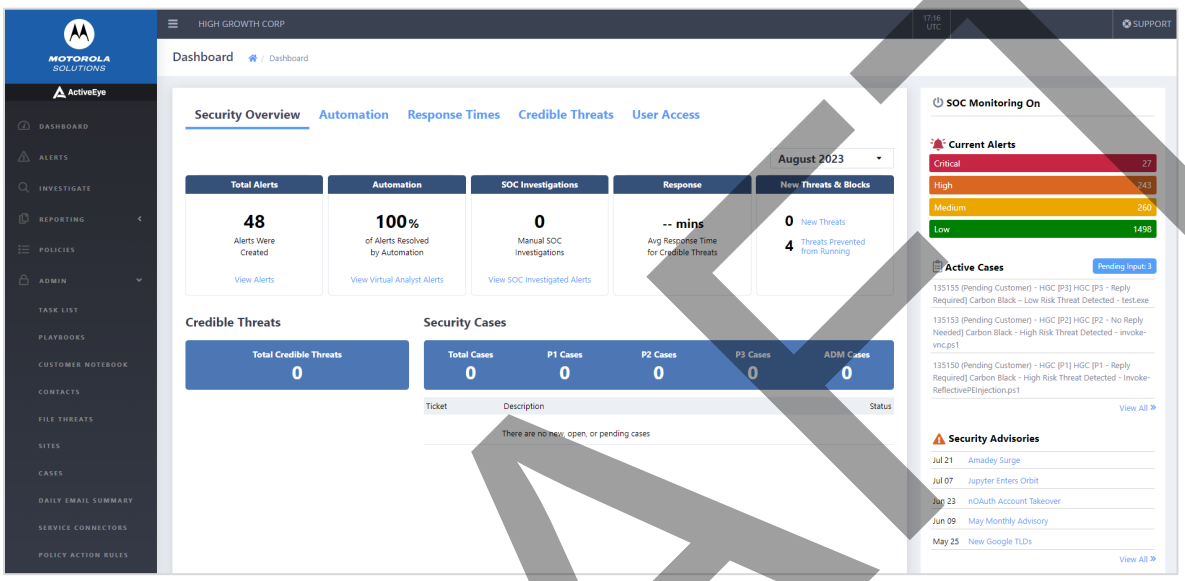


Figure 3-1: ActiveEye Portal

Dashboard

Key information in the ActiveEye Portal is summarized on the dashboard. This dashboard provides details about open alerts, an overview of alert categories, alert processing, key performance indicators (KPI), open security cases, and recent threat advisories. Also, users can access more in-depth information like security cases, alert details, alert trends, reports, and group communications.

Security Cases

When the Customer and Motorola identify a threat, the SOC will create a security case. Through the ActiveEye Portal, the Customer can view details of current or past cases.

Alert Details and Trends

Alerts can be evidence of a past, active, or developing threat. ActiveEye records relevant data for each alert, enabling users to quickly view its triggers, systems it impacts, and any actions taken to address the alert. ActiveEye Portal also provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups ActiveEye Portal shows, helping to spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

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Investigations and Reporting

ActiveEye Portal includes robust *ad hoc* reporting capabilities, which will provide important, additional information about active and historical threats. Users can share information outside of ActiveEye Portal by downloading reports in .csv or .json format.

In addition to *ad hoc* reporting, ActiveEye Portal can provide a daily email summary and monthly report. Daily email summaries can include alert counts, security cases opened or closed, saved queries that have new data, and detailed endpoint security statistics. If needed, ActiveEye Portal can send one or more summary emails with different content for different groups. Monthly reports are available as a PDF download.

Security Advisories

Security Advisories are messages initiated from the SOC that share information on active threats with the Customer's security teams. These advisories guide security teams on how to best take action against a threat and tell them where they can find further information.

Information Sharing

The ActiveEye Portal includes several functions for sharing information. Automatic security alerts notify pre-defined contacts of incidents, based on incident priority. Other information sharing functions include:

- **SOC Bulletins** - Instructions from the Customer, or the SOC, that SOC analysts reference when creating security cases. These can communicate short-term situations where a security case may not be needed, such as during testing or maintenance windows.
- **Customer Notebook** - The SOC will use the Customer Notebook to document the Customer's environment and any specific network implementation details that will help the SOC investigate security cases.
- **Contact Procedures** - Escalation procedures and instructions on who to contact if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and the Customer will jointly manage contact procedures.

User Access

The ActiveEye Portal provides the ability to add, update, and remove user access. Every ActiveEye user can save queries, customize reports, and set up daily email summaries. Users may be given administrative access, allowing them to perform administrative tasks, such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

3.2.1.3 ActiveEye Remote Security Sensor

One or more AERSS will be deployed into the ASTRO 25 network and if applicable to CEN environments to deliver the service. These sensors monitor geo diverse sites for security events and pass security information to the ActiveEye platform.

AERSS integrate the ActiveEye platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over monitor port(s).

The following are the environmental requirements and specifications the Customer must provide to prepare for the AERSS deployment.

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Specifications	Requirements
Rack Space	1U
Power Consumption (Max)	550 Watts (Redundant Power Supply)
Power Input	100-240V AC
Current	3.7 A – 7.4 A
Circuit Breaker	Qty. 2
Line Cord	NEMA 5-15P
Heat Dissipation (max)	2107 BTU/hr.
Internet Service Bandwidth	Bandwidth throughput 10Mbps per zone

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

Motorola introduces a formalized and centralized Internet connection to the ASTRO® 25 system using an Internetworking Firewall. The Internetworking Firewall serves as a security barrier and demarcation point between a master site and the Internet (or a customer network leading to the Internet). The Internetworking Firewall supports traffic for various ASTRO® 25 features that require access to the Internet. The Internetworking Firewall sits between the Demilitarized Zone (DMZ) and the Internet (or customer network leading to the Internet).

The following are the environmental requirements and specifications the Customer must provide to prepare for the Internetworking Firewall deployment, if one is required.

Specifications	Requirement
Rack Space	1U
Power Consumption (Max)	28.6 W (Single Power Supply)
Power Input	100-240V AC
Current	.52 A
Circuits Breaker	Qty. 1
Heat Dissipation (Max)	97.6 BTU/hr.
Line Cord	NEMA 5-15P
Internet Service Bandwidth	Bandwidth throughput 10 MB High availability Internet Connection (99.99% (4-9s) or higher). Packet loss < 0.5%. Jitter <10 ms. Delay < 120 ms. RJ45 Port Speed - Auto Negotiate

3.2.2 Service Modules

ActiveEye delivers service capability by integrating one or more service modules. These modules provide ActiveEye analytics more information to correlate and a clearer vision of events on the customers network. In addition, modules enable security teams and analysts to more easily access and compare data from these disparate systems. The following subsections describe each ActiveEye service module in detail.

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3.2.2.1 Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Collected events will be stored in the ActiveEye Security Platform to enable historical searching or threat hunting as needed. Some high volume, repetitive logs may be aggregated as noted in the documentation. The default storage time period is one year, but no longer than 90 days, following expiration or termination of the Agreement. A longer time period can be provided if subscribed, see Table 3-2: Service Modules for subscription details.

3.2.2.2 Network Detection

The AERSS supports Network Detection, constantly monitoring traffic passing across, into, or out of infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection forwards detected suspicious activity to the SOC for further analysis.

3.2.2.3 External Vulnerability Scanning

External Vulnerability Scanning is provided for the ASTRO® internet-facing, external network interfaces. The scan is enabled from an internet cloud hosted service outside the ASTRO® network. Discovery and vulnerability scans will be run quarterly or on a less frequent schedule defined with the Customer.

3.2.2.4 Endpoint Detection and Response

Endpoint Detection and Response (EDR) is an endpoint security agent that integrates with the ActiveEye security platform to provide additional threat detection, investigation, and response actions to optimize protection of critical systems.

EDR integration with ActiveEye accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history.

The platform enables analysts to initiate response actions (i.e. isolate host, ban or block a file hash, terminate a process) on endpoints to respond to detection of verified malicious activity within the system. Available responses are determined by the Customer's security policies.

3.2.3 Security Operations Center Services

Motorola delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola's SOC is staffed with security experts who will use ActiveEye Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their

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extensive experience to investigate and triage detected threats, and to recommend responses to the Customer.

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Section 4

Statement of Work

4.1 Overview

Motorola Solutions, Inc. (Motorola) ASTRO® 25 Managed Detection and Response (MDR) provides monitoring of radio network security information by specialized cybersecurity analysts with extensive experience working with ASTRO 25 mission-critical networks.

The following sections describe the deliverables of the service, its technologies, and service obligations.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola's Software Support Policy (SwSP).

4.2 Description of Service

MDR is performed by Motorola's Security Operations Center (SOC) using the ActiveEye security platform. The SOC cybersecurity analysts monitor for alerts 24/7. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, deploying cybersecurity countermeasures for incident containment, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response Plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

The MDR service includes the deployment and optimization of these elements into the Customer's network.

4.2.1 Managed Detection and Response Elements

This section and its subsections describe MDR elements, and their applicability for specific infrastructure.

4.2.1.1 ActiveEye Security Platform

Motorola's ActiveEye security platform collects and analyzes security event streams from Endpoint Detection and Response, EDR, agents and embedded ActiveEye Remote Security Sensors (AERSS) in the Customer's ASTRO 25 network and applicable CEN systems, using security orchestration and

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advanced analytics to identify the most important security events from applicable systems. The ActiveEye platform is provided in the English language.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

Applies to included ASTRO 25 Radio Network Infrastructure (RNI), CEN, and Control Room CEN infrastructure.

4.2.1.2 ActiveEye Remote Security Sensor

One or more AERSS will be deployed into the ASTRO 25 network and if applicable to CEN environments to deliver the service. These sensors monitor geo diverse sites for security events and pass security information to the ActiveEye platform.

AERSS integrate the ActiveEye platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over monitor ports and scan elements for vulnerabilities.

The following are the environmental requirements and specifications the Customer must provide to prepare for the AERSS deployment.

Specification	Requirement
Rack Space	1U
Power Consumption (Max)	550 Watts (Redundant Power Supply
Power Input	100-240V AC
Current	3.7 A – 7.4 A
Circuit Breaker	Qty. 2
Line Cord	NEMA 5-15P
Heat Dissipation (max)	2107 BTU/hr.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

4.3 Deployment Timeline and Milestones

The following phase descriptions lay out the necessary deployment activities and milestones required to achieve service readiness:

4.3.1.1 Phase 1: Service Onboarding

After contract signature, Motorola will schedule a service kickoff meeting with the Customer and provide information-gathering documents. This kickoff meeting is conducted remotely at the earliest, mutually available opportunity. Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

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On the Kickoff Date, the Customer will be provisioned onto the ActiveEye MDR portal. The portal will enable service notifications, access to vulnerability scans and cybersecurity advisories. The first vulnerability scan will be conducted and reported within 30 days following the Kickoff Date. On the Kickoff Date, the Customer will receive instructions for accessing the Security Operations Center and Incident Response (IR) teams. Once access is provisioned, the Customer will receive any assistance required from the IR team and be able to configure key contacts for interaction with the Security Operations team. The Customer will receive instructions for accessing the Security Operations Center within the first 30 days.

4.3.1.2 Phase 2: Infrastructure Readiness

Motorola will provide detailed requirements regarding Customer infrastructure preparation actions at the kickoff meeting. It is the Customer's responsibility to accomplish all agreed upon infrastructure preparations. It is Motorola's responsibility to separately complete any obligated and/or agreed infrastructure readiness tasks.

4.3.1.3 Phase 3: System Buildout and Deployment

Motorola will build and provision tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola will also provide detailed requirements regarding Customer deployment actions. The Customer may be required to deploy software and/or configurations in cases where Motorola does not manage the device and does not have access or authorization to perform the installation.

Motorola will coordinate with the customer to identify and schedule mutually agreeable maintenance windows where Motorola will perform integration of endpoint detection and response agents at in-scope sites and Customer Enterprise Networks (CENs). Endpoint detection and response agents will not be installed at sites that do not meet the minimum connectivity requirements (either site links with sufficient bandwidth or Control Room Firewalls with customer provided internet). Motorola will leave the existing antivirus solution in place on endpoints located at these out of scope sites.

4.3.1.4 Phase 4: Monitoring "Turn Up"

Motorola will verify in-scope assets are forwarding logs or events and notify the Customer of any exceptions. Motorola will begin monitoring connected in-scope sources after the initial tuning period.

4.3.1.5 Phase 5: Tuning and Customer Training

Motorola will conduct initial tuning of events and alarms in the service, and conduct an additional ActiveEye Portal training session.

4.3.1.6 Service Commencement

The Service will commence with the Service Onboarding phase or within 30 days of contract signature, whichever event occurs soonest for existing customers.

In the case of a new ASTRO system, the Service will commence in parallel to the commencement date of the core ASTRO Service package "Turn Up" go live date. Motorola and the Customer will collaborate to complete the additional deployment tasks.

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4.4 General Responsibilities

Motorola Responsibilities

- Provide and when necessary repair under manufacturer warranty hardware and software required to remotely monitor the ASTRO 25 network and applicable CEN systems inclusive of the AERSS and all software operating on it.
  - If the Centralized Event Logging feature is not installed on the Customer's ASTRO 25 RNI, Motorola will install it as part of this service.
- Coordinate with the Customer on any system changes necessary to integrate the AERSS into the system and establish necessary connectivity.
- Provide software and licenses to the Customer necessary to remotely monitor the ASTRO 25 network and applicable CEN environments.
- Integrate EDR agents as per the "Deployment Timeline and Milestones" section in all network segments where endpoint detection and response is in scope.
  - Note that network segments with insufficient connectivity to support endpoint detection and response will be considered out of scope for endpoint detection and response
  - Motorola will perform the installation of endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for all Motorola managed devices that support endpoint detection and response agents.
- Assist the Customer with the installation of log forwarding agents on systems that are not managed by Motorola. Note, Motorola will perform installation on all endpoints that are managed by Motorola.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola service authentication credentials.
- Monitor the Customer's ASTRO 25 network and applicable CEN systems 24/7 for malicious or unusual activity, using trained and accredited technicians.
- Respond to security incidents in the Customer's system in accordance with Section 1.3.6: Incident Priority Level Definitions and Response Times. Response may include, but is not limited to, requesting additional information from the Customer, continuing to monitor the event for further development or informing the Customer to enact the Customer's documented Incident Response plan.
- Assist the Customer with identifying devices that support logging within the ASTRO 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.
- Provide the Customer with access to the ActiveEye platform enabling Customer access to security event and incident details.

Customer Responsibilities

- The ASTRO 25 MDR service requires a connection from the Customer's ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before the service commences. Internet service bandwidth requirements are as follows:
  - Bandwidth throughput 10 Mbps per AERSS.
  - High availability Internet Connection (99.99% (4-9s) or higher).
  - Packet loss < 0.5%.

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  - Jitter <10 ms.
  - Delay < 120 ms.
  - RJ45 Port Speed - Auto Negotiate.
  - If an ASTRO site link will be leveraged for endpoint detection and response communications, that site link must support a minimum of 2 Mbps of bandwidth.
- It is the Customer's responsibility or the contracted maintainer to install the AERSS device in the Control Room CEN.
- Allow Motorola continuous remote access to monitor the ASTRO 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Motorola to understand and maintain administration privileges.
- Maintain an active subscription for:
  - Security Update Service (SUS) (or Remote Security Update Service), ensuring patches and antivirus definitions are applied according to the release cadence of the service.
  - ASTRO Dispatch Service and ASTRO Infrastructure Response.
- Provide continuous utility services to any equipment installed or utilized at the Customer's premises to support service delivery and remote monitoring.
- Provide Motorola with contact information necessary to complete the Customer Support Plan (CSP). Notify the Customer's Customer Support Manager (CSM) within two weeks of any contact information changes.
- Notify Motorola if any components are added to or removed from the environment as it may be necessary to update or incorporate in MDR. Changes to monitored components may result in changes to the pricing of the MDR service.
- Ensure that the ASTRO 25 system is operating on a Motorola supported release.
- Allow Motorola dispatched field service technicians physical access to monitoring hardware when required.
- Cooperate with Motorola and perform all acts that are required to enable Motorola to provide the services described in this SOW.
- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a ports on a switch) network traffic to the ActiveEye sensor for applicable CEN systems.
- Responding to Cybersecurity Incident Cases created by the Motorola SOC.
- It is the Customer's responsibility to install endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for any device that supports endpoint detection and response agents and is not Motorola Solutions managed.

4.4.1 Service Modules

4.4.1.1 Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, network intrusion detection sensors, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of

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security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Motorola Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- The SOC will consult with the Customer to identify appropriate log sources.

Customer Responsibilities

- If applicable, configure customer managed networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- If applicable, configure any Customer managed devices in the CEN to forward data to ActiveEye.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

4.4.1.2 Network Detection

The AERSS deploys a Network Intrusion Detection System (NIDS), constantly monitoring traffic passing across, into, or out of the infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection alerts the SOC for further analysis.

Motorola Responsibilities

- Work with the Customer to integrate AERSS.
- Optimize the policies and configuration to tune out noise and highlight potential threats.
- The SOC consults with the Customer to identify the appropriate deployment of Network Detection Service Components. The SOC monitors and updates the security policy of each sensor to tune out unnecessary alerting and flow monitoring so that the system is optimized to detect true malicious activity.

Customer Responsibilities

- If necessary, configure Customer's networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- For Customer's owned CEN infrastructure, configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a ports on a switch) network traffic to the ActiveEye sensor.
- Initiate recommended response actions when active attacks are detected.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

4.4.1.3 Endpoint Detection and Response

Endpoint detection and response agents deployed on in-scope and supported Windows and Linux hosts and servers throughout the system constantly monitor for indicators of compromise and feed this

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information back to the ActiveEye security platform. The Security Operations Center monitors this feed and is ready 24/7 to take action when a detection is made.

Motorola Solutions Responsibilities

- Install and/or support the installation of endpoint detection and response agents on in scope endpoints in the system as detailed in the “Deployment Timeline and Milestones” section.
- Monitor endpoint detection and response feeds for detections of indicators of compromise.
- In the event of the detection of an indicator of compromise, perform detailed investigations of the event .
- Per the Customer’s security policies and defined incident response plan, alert and engage the customer and potentially take an action to deploy a countermeasure to contain the incident.

Customer Responsibilities

- Work with Motorola to ensure that there is a documented incident response plan that indicates how Motorola should engage with the Customer in the event of a detection of an indicator of compromise.
- Provide and maintain contact information for a Customer point of contact that can take action or authorize Motorola to take action in the event of a detection of an indicator of compromise.

Applies to in scope ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

4.4.1.4 External Vulnerability Scanning

External Vulnerability Scanning is provided for the ASTRO internet-facing, external network interfaces. The scan is enabled from an internet cloud hosted service outside the ASTRO network. Discovery and vulnerability scans will be run quarterly or on a less frequent schedule defined with the Customer.

The initial scan results will be discussed with the Customer during service onboarding. Subsequent scans will be reviewed by a cybersecurity analyst. If any new findings of interest are surfaced, a ticket will be created to communicate these findings with the customer defined contacts.

Motorola Responsibilities

- Configure scans to match the Customer’s preferences for external scope.
- Verify vulnerability scans are operating correctly.
- Make generated results available in the Customer’s ActiveEye portal.
- Create ticket notifications for significant, new findings of interest.

Customer Responsibilities

- During Service Onboarding kickoff, provide Motorola with the IP addresses and/or domain names to be included in the external vulnerability scans.
- In accepting this Statement of Work, the Customer authorizes Motorola to engage in external vulnerability scans of internet-facing, external assets disclosed by the Customer.
- Be responsible for updating Motorola with any changes to the IP addresses and/or domain names of the internet-facing, external assets subject to the external vulnerability scans.

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- If the information required to enable vulnerability scanning of the internet-facing, external assets is not provided initially or is not current at any time during the term, Motorola will suspend scans until it is reasonably satisfied that it has been provided with the most current information.
- Review all quarterly vulnerability reports, and tickets of new findings.
- Perform any remediation actions required to address identified vulnerabilities.

Applies to Internet facing assets only.

4.5 Security Operations Center Monitoring and Support

4.5.1 Scope

Motorola delivers Security Operations Center (SOC) Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola's SOC is staffed with security experts who will use ActiveEye security platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Customer. Depending on Customer security policies and the extent to which endpoint detection and response is deployed within the system, the SOC may take actions to deploy countermeasures in an attempt to contain a security incident. Customer support is provided in the English language.

Motorola will start monitoring the ASTRO 25 MDR service in accordance with Motorola processes and procedures after deployment, as described in Section 1.2 Deployment Timeline and Milestones.

The SOC receives system-generated alerts 24/7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24/7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with Section 1.3.68: Incident Priority Level Definitions and Response Times.

4.5.2 Ongoing Security Operations Center Service Responsibilities

Motorola Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer's defined Incident Response Process.
- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO 25 MDR service.
- Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support Incident Response.

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Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola at least twenty four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed SOC Service, as described in this SOW.

4.5.3 Technical Support

ActiveEye Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye Security Management support requests, available Monday through Friday from 8 a.m. to 7 p.m. CST.

Motorola Responsibilities

- Notify customers of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

Customer Responsibilities

- Provide sufficient information to allow Motorola technical support agents to diagnose and resolve the issue.

Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye platform and does not include use or implementation of third-party components.

4.5.4 Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed, the Motorola Security Operations team will engage with the customer to investigate the issue, determine the extent of the compromise and contain the activity to the extent possible with the Motorola security controls deployed within the environment. This expert guidance is available upon contract signature and extends through MDR infrastructure deployment phases and the term of the contract.

When an IoC is observed by the Security Analyst, Motorola and Customer will be responsible for the tasks defined in the following subsections.

Motorola Responsibilities

- Upon the identification of an IoC, notify the Customer's documented contact and initiate the escalation plan.

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- Take documented, Customer approved actions in an attempt to contain an IoC to the extent enabled via Motorola managed technology. Communicate to the Customer any additional potential containment actions and Incident Response resources that can be taken across the Customer's managed IT infrastructure.
- Perform investigation using the ActiveEye MDR integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola services exclude performing on-site data collection or official forensic capture activities on physical devices.

Customer Responsibilities

- Maintain one named Point of Contact (PoC) to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola teams.
- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

4.5.5 Event Response and Notification

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

Table 4-1: Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any events determined by Motorola to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any events determined by Motorola to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 4-2.

4.5.5.1 Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

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Table 4-2: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest (EOI). These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

4.5.5.2 Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

Motorola will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

4.5.5.3 Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Motorola may make recommendations to the Customer to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola will provide responses and notifications during this period.

Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

4.5.6 Incident Priority Level Definitions and Response Times

Priority for alert-generated incident or Events of Interest is determined by the ActiveEye Platform analytics that process multiple incoming alert feeds, automation playbooks, and cybersecurity analyst knowledge.

Priority	Definition	Service Coverage
Critical	Security incidents that have caused, or are suspected to have caused significant damage to the functionality of the Customer's ASTRO 25 system or information stored within it. Efforts to recover from the incident may be significant. Examples: Malware that is not quarantined by anti-virus. Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including United States (U.S.) public holidays.

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Priority	Definition	Service Coverage
High	Security incidents that have localized impact and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: Malware that is quarantined by antivirus. Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including U.S. public holidays.
Medium	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: Suspected unauthorized attempts to log into user accounts. Suspected unauthorized changes to system configurations, such as firewalls or user accounts. Observed failures of security components. Informational events. User account creation or deletion. Privilege change for existing accounts.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.
Low	These are typically service requests from the Customer.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.

4.5.6.1 Response Time Goals

Priority	Response Time
Critical	An SOC Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High	An SOC Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
Medium	An SOC Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	An SOC Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

4.5.6.2 ActiveEye Platform Availability

The platform utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis, and visualization tiers. Motorola will make commercially reasonable

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efforts to provide monthly availability of 99.9% for the ActiveEye Platform services. Service availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola's reasonable control, such as disruptions of, or damage, to the Customer's or a third-party's information or communications systems or equipment, telecommunication circuit availability/performance between Customer sites, any on-premises core and/or between on-premises equipment and the ActiveEye Platform.

4.5.6.3 ActiveEye Remote Security Sensor (AERSS)

One or more AERSS may be deployed as part of the MDR solution. The AERSS is configured with multiple local redundancy features such as hot-swap hard disk drives in a redundant drive array configuration and dual redundant power supplies.

The AERSS and all components of ActiveEye are monitored by a dedicated Site Reliability Engineering team. In cases of hardware failure of the AERSS, Motorola will provide, subject to active service subscriptions in the Customer contract, onsite services to repair the AERSS and restore service. AERSS operation and outage troubleshooting requires network connection to the ActiveEye Platform which may be impacted by customer configuration changes, telecommunications connectivity, and/or customer network issues/outages.

4.6 Limitations and Exclusions

This section applies to all cybersecurity services contained in the Statement of Work. Managed Detection and Response does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or execution of a Customer's Incident Response Plan.

Motorola's scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns

NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES

4.6.1 Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the

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evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the Statement of Work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

4.6.2 Processing of Customer Data in the United States and/or Other Locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the U.S. and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

4.6.3 Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Motorola data).

4.6.4 Third-Party Software and Service Providers, Including Resale

Motorola may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, End User License Agreements (EULA), privacy statements, data processing agreements and/or other applicable terms.

Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Motorola disclaims any responsibility for customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluate

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Section 5

Pricing Summary

Description	Price
ASTRO System Essential Plus Package	$1,124,299.00
System Upgrade Agreement II	$436,991.00
Cyber Security (MDR/EDR)	$61,251.00
Year 1 Total	**$1,622,541.00**

Description	Price
ASTRO System Essential Plus Package	$1,259,585.28
System Upgrade Agreement II	$479,245.00
Cyber Security (MDR/EDR)	$63,701.00
Year 2 Total	**$1,802,531.28**

Description	Price
ASTRO System Essential Plus Package	$1,276,898.02
System Upgrade Agreement II	$491,068.00
Cyber Security (MDR/EDR)	$66,248.00
Year 3 Total	**$1,834,214.02**

Description	Price
ASTRO System Essential Plus Package	$1,294,97.10
System Upgrade Agreement II	$503,364.00
Cyber Security (MDR/EDR)	$68,901.00
Year 4 Total	**$1,867,182.10**

Description	Price
ASTRO System Essential Plus Package	$1,313,644.66
System Upgrade Agreement II	$516,151.00
Cyber Security (MDR/EDR)	$71,657.00
Year 5 Total	**$1,901,452.66**

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Description	Price
ASTRO System Essential Plus Package	$1,333,121.32
System Upgrade Agreement II	$529,451.00
Cyber Security (MDR/EDR)	$74,611.00
Year 6 Total	**$1,937,183.32**

Description	Price
6-year Total	**$10,965,104.38**

Customer will make payments to Motorola annually in advance of each defined yearly cycle. The initial payment will be billed upon the contract effective date, and annually thereafter. Payments are due within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

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Section 6

Contractual Documentation

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Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity purchasing Products (as defined below) from Motorola ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "**Fees**" means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

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"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"**Lifecycle Management Services**" or "**LMS**" means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("**ATP**"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

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"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

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3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

Drone related Products

Comparison Manager

Data licensed from Motorola

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a

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company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products

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already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of **$10,965,104.38**, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion

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Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: MARION COUNTY BOCC - PUBLIC SAFETY COMMUNICATIONS
Address: 2631 SE 3RD STREET, OCALA, FL 34471
Phone: 352-438-2856

E-INVOICE. To receive invoices via email:

Customer Account Number: 1036745034
Customer Accounts Payable Email: procurementinvoices@marionfl.org
Customer CC (optional) Email: amer.kasti@marionfl.org, lisa.cahill@marionfl.org, brady.angiulli@marionfl.org

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: MARION COUNTY BOCC - PUBLIC SAFETY COMMUNICATIONS
Address: 696 NW 3RD STREET, OCALA, FL 34475

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:
Address:
Phone:

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss**.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

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5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing,

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using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal.

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Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT

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OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand,

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action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

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9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance**.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material

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issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies)

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required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt

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requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer: Marion County BOCC**
By: _____	By: _____
Name: Janet M. Fernandez	Name: _____
Title: AVP Southeast Region Sales	Title: _____
Date: August 20, 2025	Date: _____

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MARION COUNTY STANDARD ADDITIONAL TERMS AND CONDITIONS

This Additional Terms and Conditions (this "ATC") are made a part of 25C-161 Astro Radio System Maintenance and Upgrade Agreement, (hereinafter "the Agreement") between Motorola Solutions, Inc. ("FIRM") and **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("COUNTY") (individually "Party," collectively "Parties."), on behalf of Public Safety Communications.

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the Agreement.

1. **Governmental Entity.** FIRM acknowledges that in light of COUNTY being a governmental entity, this ATC is needed and shall govern the Agreement.

2. **Material Term; Conflict.** This ATC is a material term of the Agreement and same is relied upon by COUNTY in entering into the Agreement. A breach of this ATC is a material breach of the Agreement. The Parties expressly agree that notwithstanding anything to the contrary set forth in the Agreement, in the event of a conflict or inconsistency between the terms of this ATC and those of the Agreement, the terms of this ATC shall govern.

3. **Prompt Payment Act.** FIRM acknowledges that notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligations and responsibilities for payment and non-payment under the Agreement, including, but not limited to, the accrual of interest thereon if any, are governed by Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act (2023).

4. **Tax Exempt.** Notwithstanding anything to the contrary set forth in the Agreement, FIRM acknowledges receipt of COUNTY's Consumer Certificate of Exemption from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

5. **Public Records Laws; Confidential and Exempt.** Notwithstanding anything to the contrary set forth in the Agreement, FIRM acknowledges COUNTY's duties under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), to provide public access to COUNTY's records and to hold them open for personal inspection and copying by any person. FIRM acknowledges that the Parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, with regard to the Agreement and FIRM affirms that said laws supersede any contrary or inconsistent terms of the Agreement. As such, notwithstanding anything to the contrary set forth in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the Parties' abilities and obligations to disclose same, the methods for such disclosure, and the remedies, if any regarding same, shall

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be determined solely according to Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as those laws may be amended from time to time.

6. **Public Records Obligations.** If, under the Agreement, FIRM is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes (2023), FIRM, shall:
   A. Keep and maintain public records required by COUNTY to perform the service;
   B. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if FIRM does not transfer the records to COUNTY; and,
   D. Upon completion of the Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the service. If FIRM transfers all public records to COUNTY upon completion of the Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.

7. **Unilateral Termination.** If FIRM fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this Section, FIRM may be subject to penalties under Section 119.10, Florida Statutes (2023) and may be subject to unilateral cancellation of the Agreement by COUNTY.

8. **Public Records Questions Contact.**

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave., Ocala, FL 34471
Phone: 352-438-2300 Fax: 352-438-2309
Email: PublicRelations@MarionFL.org

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9. **Annual Appropriations.** FIRM acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, includes the expenditure of money in excess of the amounts budgeted as available for expenditure. If during the term of the Agreement, COUNTY does not make an annual appropriation necessary to continue its performance under the Agreement, COUNTY may terminate the Agreement upon the expiration of the funded fiscal year. Notwithstanding the above, the COUNTY shall pay FIRM for all conforming services rendered, and equipment or parts provided, up to the date of termination.

10. **E-Verify pursuant to § 448.095, Fla. Stat.** Section 448.095, Florida Statutes (2023), requires FIRM to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into the Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.
    A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
    B. FIRM has agreed to perform in accordance with the requirements of this Section and agrees as follows:
        1. It certifies and assures COUNTY that FIRM is currently in full compliance with Section 448.095, Florida Statutes (2023), it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees.
        2. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), Florida Statutes (2023), that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
        3. When FIRM enters into a contract with an employee, a FIRM or a subFIRM, FIRM shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
        4. FIRM shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
        5. FIRM shall immediately terminate the Contracting Party if FIRM has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes (2023), as set forth above.
        6. If COUNTY has a good faith belief that FIRM's Contracting Party has knowingly violated Section 448.095, Florida Statutes (2023), but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the Contracting Party. FIRM agrees that upon such an order, FIRM shall immediately terminate the Contracting Party.

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FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.

7. If COUNTY terminates the Agreement with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
8. FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
9. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
10. FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subFIRMs, and to make such records available to COUNTY or other authorized governmental entity.
11. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

11. <u>Scrutinized Companies pursuant to § 287.135, Fla. Stat.</u>

A. **Certification.**
   1. If the Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2023), or
      b. Engaged in business operations in Cuba or Syria.
   2. If the Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (2023), or
      b. Engaged in a boycott of Israel.

B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more and FIRM meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes (2023), or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes.

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2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
    a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
    b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
    c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
    a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
    b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes;
    c. Been engaged in business operations in Cuba or Syria; or
    d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
    a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
    b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
    c. Been engaged in business operations in Cuba or Syria.

C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
    1. Was entered into or renewed on or after July 1, 2018, and
    2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.

D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

E. Notwithstanding the above, FIRM does have business operations in Sudan and Syria in the form of support for various United Nations missions. This support is only provided after approval from the US Government in the form of an export license from the US Department of Commerce.

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12. **Discriminatory Vendor List, Convicted Vendor List, Antitrust Violator Vendor List.** FIRM certifies and assures COUNTY that FIRM and its affiliate, if any and as defined under the pertinent statutes, has not been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes (2023), the Convicted Vendor List pursuant to Section 287.133, Florida Statutes (2023), and the Antitrust Violator Vendor List pursuant to Section 287.137, Florida Statutes (2023). FIRM acknowledges that absent certain conditions set forth in therespective statutes, those that have been placed on such lists may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a FIRM, supplier or subFIRM under a contract with a public entity, may not transact business with a public entity, and may not benefit from certain economic incentives.

13. **Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligation to indemnify FIRM as set forth in Section 768.28, Florida Statutes (2023), is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). This Section shall survive the termination of the Agreement.

14. **Mutual Indemnification.** Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by negligent, willful or wrongful misconduct by such Party, its officers, board members, or employees. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require COUNTY to indemnify or insure FIRM for FIRM's negligence. Motorola's duties under this **Section 14 – Mutual Indemnification** are conditioned upon: (a) COUNTY promptly notifying FIRM in writing of the Claim; (b) FIRM having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) COUNTY cooperating with FIRM and, if requested by FIRM, providing reasonable assistance in the defense of the Claim.

15. **Rights of Third Parties.** Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted

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assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.

16. **Waiver.** Notwithstanding anything set forth to the contrary in the Agreement, no waiver of any default by either Party shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or servicevoluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel, or otherwise. All waivers must be in writing and signed by the Party waiving its rights.

17. **Severability.** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law..

18. **Attorneys' Fees.** Notwithstanding anything to the contrary set forth in the Agreement, if a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.

19. **Applicable Law/Jurisdiction/Venue.** The Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. Notwithstanding anything to the contrary set forth in the Agreement, the venue for any legal proceeding arising out of the Agreement, shall be in the State or Federal courts of Marion County, Florida.

20. **Waiver of Jury Trial.** EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY

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WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.

21. **Survival.** Sections 13-20 of this ATC shall survive the termination of the Agreement, or any duties or obligations thereunder, and shall be fully binding until any proceeding which may be brought under this Agreement is barred by the applicable statute of limitations. In addition, any other provisions, or parts thereof, of this ATC which, by their nature, should survive termination or cancellation shall survive.
22. **Headings.** Section headings contained in this ATC are for convenience only and are not to be deemed or construed to be part of the Agreement.

23. **Authority to Execute Agreement.** The signature by any person to the Agreement and this ATC shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing.

24. **Transacting Business in Florida.** As of the date of entering this Agreement, FIRM represents that FIRM has been issued a certificate of authority issued by the Florida Department of State, required to transact business in Florida, pursuant to Section 607.1501, Florida Statutes, or a determination has been made by FIRM and its legal advisor that performance of this Agreement will not require any act constituting transacting business in Florida. In the event COUNTY, at its sole discretion, determines that FIRM is transacting business in Florida without a certificate of authority issued by the Florida Department of State, COUNTY may immediately terminate this Agreement. In the event of such termination, FIRM shall immediately repay all amounts provided to FIRM under this Agreement.

25. **No Other Negations or Changes.** No other terms or conditions of the Agreement are negated or changed as a result of this ATC.

26. **Entire Agreement.** The Agreement and this ATC collectively contain the entire agreement between the Parties related to the matters specified herein, and supersede any prior oral or written statements or agreements between the Parties related to such matters. Any amendment thereto shall be made in writing and signed by both Parties.

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[This portion of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties have entered this ADDITIONAL TERMS AND CONDITIONS on the date of the last signature below.

COUNTY
MARION COUNTY, a political subdivision of the State of Florida

By: _____
Printed Name: Kathy Bryant
Title: Chairman
Date: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
MATTHEW G. MINTER DATE
MARION COUNTY ATTORNEY

FIRM
MOTOROLA SOLUTIONS, INC.

By: _____
Printed Name: Janet M. Fernandez
Title: AVP Southeast Region Sales
Date: August 20, 2025

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20263 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.6.7.

SUBJECT:
Request Approval of Contract Renewal: 12P-039-CA-06 Single Stream Recycling - Waste Pro of Florida, Inc., Ocala, FL (Budget Impact - Neutral; projected annual expenditure of $420,000)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On June 5, 2012, the Board awarded a contract to Waste Pro of Florida, Inc. for single-stream recycling. The current contract charges Marion County $131.29 per ton to process the single-stream material collected at our recycling centers and from approved franchise haulers. Waste Pro of Florida, Inc. has requested a Consumer Price Index (CPI) increase of 4.88%, which would increase the processing rate to $137.70 per ton. If approved today, the current rate of $131.29 will end December 31, 2025. The new rate of $137.70 will begin January 1, 2026, and will remain in effect through the 2026 calendar year.

Attached for review is a copy of the contract renewal with an approved LRM from Legal. Upon approval at today's meeting, it will be presented to the Chairman and Clerk for signatures.

BUDGET/IMPACT:
Neutral; projected annual expenditure of $420,000, subject to variation based on average market value and tonnage processed. Total annual cost shall not exceed the approved FY budgeted amount without returning to the Board for approval.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the contract renewal with Waste Pro of Florida, Inc. under RFP 12P-039.

AUG 13 '25 AM 8:34

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Masters (Last) Melissa (First) (Dept) Procurement Services - 2530

(Title) Procurement Contract Analyst (Phone) 352-671-8444

Signature Melissa Masters Date Monday, August 11, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ New Document ☐ Review & Comment ☐ RESUBMIT LRM No. _____
☑ Approve as to Form ☐ Other

Description of Request

Attached for review and approval is one (1) contract 12P-039-CA-06 Single Stream Recycling - Waste Pro of Ocala.
This amendment adds a CPI increase of 4.88%

Upon review and approval, please return all documents to Procurement for processing.

Thank you,
Melissa

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____ Agenda Date: Wednesday, Sep 9/3

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. 2025-765

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☑ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorney

Outcome: Approved as to form.

Date Received:

RECEIVED
By Victoria Ryder at 2:44 pm, Aug 11, 2025

Attorney Signature: _____ Date 8/12/25

Staff Signature: Lori Nikkel 8/12/25 (Completed) Returned: ☑ Department ☐ Admin ☐ _____

Rev 11/22/2023

SIXTH AMENDMENT TO THE AGREEMENT

In accordance with the Single Stream Recycling Agreement Agreement entered into on June 5, 2012, and all of its amendments (if any), collectively (the "Agreement") this SIXTH Amendment to the Agreement (this "Amendment") is made and entered into by and between **Waste Pro of Florida, Inc.**, whose address is 408 Cypress Road, Ocala, FL 34472; possessing FEIN **59-3701785**, (hereinafter referred to as "CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of CONTRACTOR, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 12P-039, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment renews the Agreement effective January 1, 2026 and ending December 31, 2026 (the "Term") and adds a rate increase of 4.88% to the processing fee as shown below.

Description	Old Rate – Ending 12/31/2025	New Rate – Beginning 01/01/2026
Processing Fee	$131.29/ Per Ton	$137.70/ Per Ton

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

For: 8/12/25
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: September 3, 2025
12P-039-CA-06 Single Stream Recycling Agreement

WITNESS:

SIGNATURE
Gerald Lourenco
PRINTED NAME

WITNESS:

SIGNATURE
DEBORAH BOGECT
PRINTED NAME

WASTE PRO OF FLORIDA, INC.

BY: 8/11/25 DATE
Joseph M Lourenco
PRINTED:
Division Manager
ITS: (TITLE)

FOR REVIEW

FIFTH AMENDMENT TO THE AGREEMENT

In accordance with the Single Stream Recycling Agreement entered into on June 5. 2012, and all of its amendments (if any), collectively (the "Agreement") this Fifth Amendment to the Agreement (this "Amendment") is made and entered into by and between **Waste Pro of Florida, Inc.**, whose address is 408 Cypress Road, Ocala, FL 34472; possessing FEIN **59-3701785.** (hereinafter referred to as "CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of CONTRACTOR, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein. COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 12P-039, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment adds a rate increase of 5.3% to the processing fee as shown below.

Description	Old Rate- Ending 12/31/2024	New Rate- Beginning 1/01/2025
Processing Fee	$124.68	$131.29

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners. on the date of the last signature below.

ATTEST:

08/06/2024
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

08/06/2024
MICHELLE STONE DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

8/21/24
For: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: July 2, 2024
12P-039-CA-05 Single Stream Recycling

WITNESS:

SIGNATURE
PRINTED NAME

WASTE PRO OF FLORIDA, INC.

BY: DATE 8/7/24
PRINTED: Joseph Lawrence
ITS: (TITLE) Division Manager

WITNESS:

SIGNATURE
PRINTED NAME Brandy Harris

Deborah Bogert
DEBORAH BOGERT

COPY

FOURTH AMENDMENT TO THE AGREEMENT

In accordance with the Single Stream Recycling Agreement entered into on September 1, 2012, and all of its amendments (if any), collectively (the "Agreement") this Fourth Amendment to the Agreement (this "Amendment") is made and entered into by and between **Waste Pro of Florida, Inc.**, whose address is 408 Cypress Road, Ocala, FL 34472; possessing FEIN 59-3701785, (hereinafter referred to as "CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of CONTRACTOR, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 12P-039, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment adds a rate increase of 3.9% to the processing fee as shown below.

Description	Old Rate- Ending 12/31/23	New Rate- Beginning 1/1/2024
Processing Fee	$120	$124.68

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, 1/10/24 DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

MICHELLE STONE 1/10/24 DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

For: MATTHEW G. MINTER, 12/20/23 DATE
MARION COUNTY ATTORNEY

BCC APPROVED: January 10, 2024
12P-039-CA-04 Single Stream Recycling

WITNESS:

SIGNATURE
Darian DeGeorge
PRINTED NAME

WASTE PRO OF FLORIDA, INC.

BY: Frank Lemily 1/16/2024 DATE
PRINTED: Facility Manager
ITS: (TITLE)

WITNESS:

SIGNATURE
Cary Ray
PRINTED NAME

COPY

THIRD AMENDMENT TO THE AGREEMENT

Inaccordance with the Single Stream Recycling (SSR) Materials Processing and Marketing Agreement entered into on June 5, 2012, as amended (the "Agreement") this Third Amendment to the Agreement (this "Amendment") is made and entered into by and between Waste Pro of Florida, Inc, whose address is 2101 W SR 434, 3rd Floor, Longwood, FL 32779; possessing FEIN 59-3701785, (hereinafter referred to as "CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 60 I SE 25th Avenue, Ocala, FL, 34471 , (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of CONTRACTOR, and the parties wish to amend the Agreement.

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 12P-039, (the "Project"). Al l provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. The Parties hereby amend the Agreement, by deleting Section 3 (H) of the Second Amendment, thereto in its entirety and replacing it with the following:
   A. The County shall pick-up, haul and dispose of at no charge to the CONTRACTOR the residue produced from the SSR processing from approved Franchise Haulers and the County's recycling centers. The CONTRACTOR shall provide full access to allow the COUNTY the ability to place a 40-yard container at the site in a manner that supports pick-up and drop-off of the container. The amount of residue to be accepted will be based on the contamination rate calculated in the annual composition study. The CONTRACTOR further agrees to load the 40-yard containers within the legal standards set forth by the Florida Department of Transportation.
3. The Parties hereby amend the Agreement by deleting Section 3 in its entirety and replacing it to charge a fee per ton for Single Stream Recycling (SSR) received for processing from COUNTY or approved County Franchise Hauler for processing the SSR at the Ocala Material Recovery Facility (MRF) will be calculated as described below:
   A. The parties agree to a Processing Fee of **$120.00 per ton.** The Processing Fee shall be reviewed on an Annual Basis, on or before May 1st of each year. The parties agree to review the Processing Fee and adjust, as needed.
   B. The parties agree to monitor a ninety (90) day rolling average AMV which will be subtracted from the Processing Fee identified in Section 3A above. Should the AMV be greater than the Processing Fee the COUNTY shall receive the value greater than the Processing Fee on a per ton basis, within the monthly billing period.
   C. CONTRACTOR shall provide the AMV each month with the invoice for the processing of the materials. The invoice will not be processed without the monthly AMV submittal.
   D. CONTRACTOR may request an annual CPI adjustment to the processing fee based upon the Consumer Price Index for Water and Sewer and Trash Collection Services in U S City Average (CUUR0000SEHG). While the CPI adjustment is not guaranteed, it will be given every reasonable consideration for approval by COUNTY. If COUNTY denies the requested CPI increase, and is unable to negotiate in good faith a mutually agreeable increase with CONTRACTOR, CONTRACTOR shall have the option to terminate the agreement with a written 180 day notice.
4. All references in the Agreement and all amendments thereto, to "Marion Co Board of County Commissioners", "Marion County Board of County Commissiόners", and "Owner" are deemed to mean COUNTY as defined herein.
5. INSURANCE.
   A. Section '10' of the Agreement requiring in part that the company issuing the required Certificate of Insurance have an A.M. Best Company rating of at least a B+ is modified solely to delete the words "at least a B+" and replace them with "at least an A-."

COPY

6. EMPLOYEE ELIGIBILITY VERIFICATION.
Section '17' of the Agreement regarding E-Verify is deleted in its entirety and replaced with the following:
A. Section 17 – E-Verify, pursuant to Section 448.095, F.S. Section 448.095, Florida Statutes, requires FIRM to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into the Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.
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. FIRM has agreed to perform in accordance with the requirements of this Section and agrees:
a) FIRM certifies and assures COUNTY that FIRM is currently in full compliance with Section 448.095, Florida Statutes and it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees and will continue to do so throughout the Term. This certification and assurance is a material term on which COUNTY relies in entering into the Agreement.
b) COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), Florida Statutes, that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
c) When FIRM enters into a contract with an employee, a contractor or a subcontractor, FIRM shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
d) FIRM shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
e) FIRM shall immediately terminate the Contracting Party if FIRM has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
f) If COUNTY has a good faith belief that FIRM's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the Contracting Party. FIRM agrees that upon such an order, FIRM shall immediately terminate the Contracting Party. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
g) If COUNTY terminates the Agreement with FIRM, FIRM may not be awarded a public contract for a least one (1) year after the date of termination.
h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
i) Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

7. SCRUTINIZED COMPANIES, pursuant to Section 287.135, F.S.
Adds Section 19 to the Agreement with the following:
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

COPY

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.

8. SOVEREIGN IMMUNITY

Adds Section 20 to the Agreement with the following:

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.

COPY

9. ON-GOING COMPLIANCE
Adds Section 21 to the Agreement with the following:
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.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

11/16/2021
GREGORY C. HARRELL, CLERK OF COURT **DATE**

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

10/21/2021
FOR: **MATTHEW G. MINTER, MARION COUNTY ATTORNEY** **DATE**

WITNESS:

SIGNATURE

Malenie Vel-ee
PRINTED NAME

WITNESS:

SIGATURE

Kathi Sayers
PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

11/16/21
CARL ZALAK III **DATE**
CHAIRMAN

BCC APPROVED: November 16, 2021
12P-039-CA-03 Single Stream Recycling

WASTE PRO OF FLORIDA, INC

BY: 10/5/21 DATE

KEITH BANASIAK
PRINTED:

SVP/COO
ITS: (TITLE)

COPY

SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Single Stream Recyclable (SSR) Materials Processing and Marketing Agreement entered into on June 5, 2012, as amended (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **Waste Pro of Florida, Inc**, whose address is 2101 W SR 434, 3rd Floor, Longwood, FL 32779; possessing FEIN **59-3701785**, (hereinafter referred to as "Contractor") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Contractor, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 12P-039, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. The Parties hereby amend Section 1 of the Agreement to provide for a single ten (10) year renewal, effective January 1, 2018 and ending December 31, 2027 (the "Term").
3. The Parties hereby amend Section 2 of the Agreement to provide for the following scope modifications:
   A. COUNTY assumes all collection of single stream recyclables (SSR) at its 18 recycling centers; all recycling material collected will be delivered to Waste Pro MRF in Ocala.
   B. CONTRACTOR will coordinate the pickup of its recycling containers at COUNTY's recycling centers. Coordination will be with the Solid Waste Department to ensure COUNTY replacement boxes are installed (approximately 45 day process). Date for collection box swap-out will be January 1, 2018.
   C. To resolve all remaining CONTRACTOR issues from the last term's deficiencies in public education and promotional contract activities CONTRACTOR shall:
      i. Provide a single stream hands-on display for the Discovery Museum in Ocala for at least a 90 day period, to be coordinated with the Discovery Museum.
      ii. CONTRACTOR agrees to revise the SSR video to focus on recycling at the County's recycling centers and CONTRACTOR MRF function in recycling. To ensure the completion of the educational/promotional video is completed in a timely period, Waste Pro agrees to provide a performance bond of $50,000 for the completion of the video. The production of the video will be performed with the full cooperation and participation of COUNTY's Public Information Office.
   D. CONTRACTOR shall perform, in conjunction with COUNTY, a material composition study on an annual basis.
   E. Glass will now be defined as contamination and removed from the definition of those items to accept for recycling at the CONTRACTOR's MRF. Recycling collection of glass will be offered to the public at COUNTY's recycling centers. COUNTY will implement an education and promotional program for the public why glass is no longer acceptable for recycling (up to 90 days). Glass may continue to show up in during this period and COUNTY will restrict access to compactor button to allow attendants to remove glass dumped into compactors. COUNTY will make necessary signage to identify acceptable recyclable materials for placement into the recycling compactors.
   F. COUNTY requests CONTRACTOR provide a storage area at the MRF for filled recycling compactor boxes that occur over the weekend closed hours of the MRF. COUNTY agrees to empty these filled containers.
   G. All previous references to hauling or other contradictions to this Amendment shall be considered removed. The Average Market Value (AMV) compiled by CONTRACTOR monthly will continue to be performed and shared with COUNTY. AMV is important for both COUNTY and CONRTACTOR for any determination on processing cost adjustments.
   H. COUNTY will continue to accept for disposal at no charge, residue produced from the SSR processing from approved Franchise Haulers and COUNTY's recycling centers.
   I. Approved Franchise Haulers must achieve the same or less than the COUNTY's 10% contamination levels to receive contract process pricing.

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4. The Parties hereby amend Section 3 of the Agreement to charge $21.25 per ton for SSR received for processing from COUNTY or approved County Franchise Hauler for processing the SSR at the Ocala Material Recovery Facility (MRF). COUNTY will not receive any value from the recyclables marketing. Waste Pro shall continue to report all recycling credits to the State of Florida on behalf of COUNTY. CONTRACTOR shall provide $5,000 annually to COUNTY for the public education and promotional program for recycling. CONTRACTOR may request an annual CPI adjustment based upon the Consumer Price Index for Other Goods and Services US City Average (CUUR0000SAG). The CPI adjustment is not guaranteed and is subject to full review by the Solid Waste Director and approval by COUNTY. The percent rate change will not be considered if the rate increase from the Average Market Value of commodities has adjusted upward at a compatible amount of the requested percent of the rate change. If the commodities AMV increased at the same or greater amount of the processing fee, no processing fee is justified. If COUNTY fails to approve a requested CPI or rate adjustment due to fluctuating commodity pricing or processing costs, CONTRACTOR or COUNTY shall have the option to terminate the Agreement with 180 days' notice.
5. All references in the Agreement and all amendments thereto, to "Marion Co Board of County Commissioners", "Marion County Board of County Commissioners", and "Owner" are deemed to mean COUNTY as defined herein.
6. **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@marioncountyfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
   i. Keep and maintain public records required by COUNTY to perform the Work;
   ii. 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 costs provided in Chapter 119, Florida Statutes, or otherwise provided by law;
   iii. 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,
   iv. 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.

7. **Contractor Conduct:** These Guidelines govern Contractor doing work on COUNTY property, as well as Contractor's employees, agents, consultants, and others on COUNTY property in connection with the Contractor's work or at the 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

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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.

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.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MAR 0 6 2018

DAVID R. ELLSPERMANN, DATE
CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

MAR 0 6 2018

KATHY BRYANT DATE
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

2-28-18

for: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: December 19, 2017
12P-039-CA-02, Single Stream Recyclable Materials Processing and Marketing

WITNESS:

SIGNATURE

Brandy Brammer
PRINTED NAME

WITNESS:

SIGNATURE

Jackeline Ledee
PRINTED NAME

WASTE PRO OF FLORIDA, INC

2/27/18

BY: TIM DOLAN DATE

PRINTED:

RVP

ITS: (TITLE)

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FIRST AMENDMENT TO THE AGREEMENT

In accordance with the original Single Stream Recycling Materials Processing and Marketing Agreement entered into June 5, 2012 this First Amendment to the Agreement made and entered into **February 16, 2016** by and between **Waste Pro of Florida, Inc.** (Contractor), whose address is 408 Cypress Road,, Ocala, FL 34472; possessing FEIN **59-3701785**, and Marion County Board of Co Commissioners (Owner), 601 SE 25th Avenue, Ocala, Florida, 34471.

WITNESSETH

WHEREAS this agreement shall remain in full force and effect until all completion of services required of the Contractor, and the parties wish to amend such agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Agreement shall be deemed to amend the original contract between Owner and Contractor for Single Stream Recycling Materials Processing and Marketing, in accordance with the original project 12P-039. All provisions of the original contract document not specifically amended herein shall remain in full force and effect.

2. This First Amendment effective March 1, 2016 to increase the current rate by 10.1% as defined below:

DESCRIPTION	NEW RATE PER HAUL
40 yard Single Stream Recyclable Materials	$120.00

IN WITNESS WHEREOF the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:

DAVID R. ELLSPERMANN,
CLERK OF COURT

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

KATHY BRYANT,
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

Jillian Monteiro
PRINTED NAME

WITNESS:

SIGNATURE

Carmen Rodriguez
PRINTED NAME

WASTE PRO OF FLORIDA, INC.:

BY: 3/3/16
DATE

Gerald Lourenco
PRINTED:

Division Mgr.
ITS: (TITLE)

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AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement, made and entered into June 5, 2012 by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and **Waste Pro Of Florida, Inc.**, located at 408 Cypress Road, Ocala, FL 34472, possessing FEIN# 59-3701785 (hereinafter referred to as the "CONTRACTOR") under seal for the Single Stream Recycling Materials Processing and Marketing , (hereinafter referred to as the "PROJECT"), and the COUNTY and the CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR (the "PARTIES") hereto agree as follows:

Section 1 – Term. This Agreement shall commence upon Board approval with a commencement date of September 1, 2012 and shall continue for a period of five (5) years with two (2) additional five (5) year renewal options pending mutual agreement and Board approval.

Section 2 – Scope of Services. The CONTRACTOR shall provide a single stream recycling program as per specifications and requirements of project 12P-039, the CONTRACTOR shall complete the scope of services as listed in Exhibit A Scope of Service according to the timeframe as noted herein. Services shall include, but is not limited to the following:

*CONTRACTOR shall be responsible for construction of a MRF (Material Recovery Facility) inside of Marion County within (10) months of contract award; barring any circumstances beyond their control regarding permits.
*CONTRACTOR shall provide all receiver containers at the designated County locations.
*CONTRACTOR shall provide a detailed Public Education program, to be approved by the COUNTY, to educate Marion County citizens on the new recycling program.
*CONTRACTOR shall expend $10,500 annually for the Public Education Program.
*CONTRACTOR shall provide transportation of single stream recyclables from designated County locations to the MRF at a flat per haul fee as detailed in Section 3 – Compensation.
*CONTRACTOR shall report all recycling credits to the State of Florida on behalf of the COUNTY.
*CONTRACTOR shall perform, in conjunction with the COUNTY, a material composition study on an annual basis.
*CONTRACTOR shall be able to perform all duties, including and maintaining an operational MRF within Marion County, outlined in the Scope of Service (359) days a year.
*CONTRACTOR shall allow the same tipping fees to be utilized for recyclable materials delivered by Franchise Haulers operating within Marion County.

Section 3 – Compensation. The COUNTY shall make payment to the CONTRACTOR upon completion of the services or receipt of product as described in Section 2 of this agreement.
The CONTRACTOR shall provide transportation of single stream recyclable materials for the flat fee of $109.00 per haul and Processing Fees shall be $40.00 per ton. In addition, the CONTRACTOR shall pay the COUNTY 55% of the recycled commodities per Section 7 of the scope of services.

Due to the fluctuation in fuel prices, the CONTRACTOR may request a biennial CPI adjustment based upon the Consumer Price Index for Urban Consumer South Region Population B/C. The CPI adjustment is not guaranteed and is subject to full review by the Solid Waste Director and approval by the Board of County Commissioners.

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Section 4 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the CONTRACTOR'S representatives for notice purposes are:

CONTRACTOR: Waste Pro of Florida, Inc.
408 Cypress Road
Ocala, FL 34472
CONTACT PERSON: Gerald Lourenco
352-624-3100 | E-mail: glourenco@wasteprousa.com

COUNTY: Marion County Solid Waste Department
c/o Marion County Board of County Commissioners
601 SE 25th Ave
Ocala, FL 34471

A copy of all notices to the COUNTY hereunder shall also be sent to:

Procurement Director
Marion County Procurement Services Department
2511 SE 3rd St
Ocala, FL 34471

Section 5 – Assignment. The CONTRACTOR may not subcontract all or any part of this Agreement without written approval by the COUNTY.

Section 6 – Laws, Permits, and Regulations. Prior to the performance of any work hereunder, the CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the services described in Section 2 of this Agreement. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 7 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 8 – Books and Records. The CONTRACTOR shall keep records of all transactions. The COUNTY shall have a right to review such records at the CONTRACTOR'S office during normal business hours. Records shall be maintained a minimum of (5) years after the expiration of the contract.

Section 9 – Indemnification. The CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the CONTRACTOR or its employees, officers, or agents in performing the services set forth herein.

Section 10 – Insurance. During the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The CONTRACTOR shall

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provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to that address with policies for the following:

Business Auto Liability shall be provided by the CONTRACTOR with combined single limits of not less than $1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.

Worker's Compensation shall be purchased and maintained by the CONTRACTOR with statutory limits and employers liability limits of at least $1,000,000 each accident and $1,000,000 each employee and $1,000,000 policy limit for disease.

General Liability with limits of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate. The policy must be maintained by the CONTRACTOR for the duration of the project. If the policy is written on a claims-made basis, the CONTRACTOR must maintain the policy a minimum of 5 years following completion of the project. The County of Marion must be shown as additional insured.

Section 11 – Independent CONTRACTOR. In the performance of this Agreement, the CONTRACTOR will be acting in the capacity of an "independent CONTRACTOR" and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this Agreement.

Section 12 – Default/Termination. In the event the CONTRACTOR fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the CONTRACTOR in writing, specifying the nature of the default and providing the 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, the COUNTY thereafter may terminate this Agreement upon written notice to the CONTRACTOR without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the CONTRACTOR only for the termination date. The COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to the CONTRACTOR. In the event of termination of this Agreement without cause, the COUNTY will compensate the CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract 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 Contract. County shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

Section 13 – Timely Performance. All work will commence upon authorization from the Solid Waste Director or designee. All work will proceed in a timely manner without delays.

Section 14 – Damage to Property. The CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to the COUNTY under this Contract and until final inspection of the work and acceptance thereof by the COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the CONTRACTOR shall replace the same without additional cost to the COUNTY.

Section 15 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of the County for payment to a Contractor is limited to the availability of funds

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appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16 – Use of Other Contracts. Marion County Board of County Commissioners reserves the right to utilize any County contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. Marion County Board of County Commissioners reserves the right to separately bid any single order or to purchase any item on this solicitation/contract if it is in the best interest of the County.

Section 17 – Employee Eligibility Verification. For those projects funded with State or Federal dollars, Marion County will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by the Contractor is subject to review for the most current version of the State or Federal policies at the time of contract award. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this contract Contractor has agreed to perform in accordance with these requirements and agrees:

1. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
2. To provide to the Agency, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
3. To require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

Section 18 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A (Scope of Services), EXHIBIT B (List of County Recycling Centers and Hours of Operation) and EXHIBIT C (AMV Calculation Spreadsheet (example)).**

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ATTEST:

DAVID R. ELLSPERMANN,
CLERK OF THE COURT

COUNTY
BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

CHARLIE STONE,
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

for MATTHEW G. MINTER,
COUNTY ATTORNEY

ATTEST

OFFICER OF THE CORP

WASTE PRO OF FLORIDA, INC.

PRESIDENT OF THE CORP.

NOTARY CERTIFICATE – ***To be completed by Waste Pro of Ocala for project 12P-039 – Single Stream Recycling Materials Processing and Marketing***

STATE OF: FLORIDA
COUNTY OF: MARION

Before me this day personally appeared: John Jennings to me well known to be the person described in and who executed the foregoing instrument, and who acknowledge that he did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal this 22 day of June, 2012.

Signature of Notary Deborah L. Bogert
Notary Stamp:

DEBORAH S BOGERT
MY COMMISSION # EE038779
EXPIRES November 01, 2014
(407) 398-0153 FloridaNotaryService.com

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12P-039
Single Stream Recyclable Materials Processing and Marketing

Exhibit A
Scope of Service

SECTION 1. DEFINITIONS

The purpose of this proposal is for Processing and Marketing of materials generated from Single Stream Recycling, hereinafter referred to as Proposal. The definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural included the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word shall is always mandatory and not merely discretionary.

A. Project Manager shall mean that person designated by the County to administer and monitor the provisions of this Proposal.
B. Program shall mean the Marion County Recycling Program as it may from time-to-time be defined by the County.
C. Recovered Materials shall mean Recyclables which have been collected, separated and processed into marketable form.
D. Material Recovery Facility (MRF) is a facility where recyclables are extracted from a mixed trash stream for reuse. The materials are delivered for sorting and bundling for sale as a recycled product.
E. Recovered Materials Payment shall mean the monthly payment due to the County from the Contractor calculated in accordance with the provisions and requirements of this Proposal.
F. Single Stream Recyclables, hereafter referred to as Recyclables, shall include newspapers with inserts; glass – food and beverage containers (clear, green and brown in color); aluminum cans; plastic #1 through #7, including polyethylene terephthalate (PET), high-density polyethylene (HDPE); bi-metal/steel cans; ledger grade office paper and white office paper; old corrugated cardboard (OCC) and paperboard products; magazines, junk mail and phone books; and any additional materials identified as Recyclables by the County, and agreed upon by the Contractor. White Goods and Heavy Metals are NOT part of this proposal.
G. Ton shall mean 2,000 pounds.
H. Marion County Franchised Residential & Commercial Collectors shall mean any company approved by the Marion County Board of County Commissioners to collect residential or commercial waste within Marion County.

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SECTION 2. PURPOSE

The purpose of this Proposal is to increase the recycling rate of Marion County by implementing Single Stream Recycling at all County Recycle Centers, County Facilities and may also include Franchised Residential, Commercial haulers and other Cities within Marion County. All recyclables, as defined herein, will be collected or delivered to the Contractor co-mixed for sorting and processing. The Contractor will market those Recovered Recyclable Materials in the manner set forth in their response to this Proposal.

SECTION 3. TERM

The initial term of this Proposal, upon award of Contract, shall commence on September 1, 2012 and shall continue for a period of (5) years with (2) additional (5) year renewal options pending mutual agreement and Board approval.

SECTION 4. RESPONSIBILITIES OF COUNTY

A. Marion County is responsible for the quality of the single stream recyclables accepted at the recycling centers and other County facilities only and those delivered to the Contractor for processing and marketing as recyclables. All recyclable commodities listed in Section 1, Definition F. of the RFP are delivered by County residents to the recycling centers co-mixed and placed into compaction or other type of containers for delivery to the Contractor's facility.

B. Marion County Franchised Collectors shall be entitled to the rate structure and AMV calculations of this proposal for all residential and commercial recycling collected within Marion County.

C. Single Stream Recycling means the customers of the County will not separate any commodities and all commodities will be placed into containers ready for delivery to the Contractor's facility.

SECTION 5. RESPONSIBILITIES OF THE CONTRACTOR

A. Contractor shall be responsible for having a MRF or transfer depot located in Central Marion County to accept and process recyclables for marketing or transfer to another processing facility outside of Marion County. Marion County prefers a processing MRF facility, rather than a transfer depot, that could provide jobs and career opportunities for residents of Marion County. The Contractor shall have an operational MRF within (10) months, unless there are circumstances beyond their control, of the contract award within the legal boundaries of Marion County.

B. It is the responsibility of the Contractor to ensure the end market for the commodities and annually provide the Florida Department of Environmental Protection (FDEP) a FDEP

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Materials Recovery Report Form or a recycling credits statement for all processed materials, and provide a copy of the Materials Recovery Report Form to the Marion County Solid Waste Department.

C. Contractor shall accept deliveries of recyclables delivered from County facilities **Monday through Sunday** of each week between the hours of 7:00 a.m. and 4:30 p.m., except for Holidays set forth in Section 6 of this Proposal.

D. Contractor shall assure a truck turn-around time for recycling trucks, not to exceed twenty (20) minutes after the initial weigh-in barring circumstances beyond the Contractor's control. The Contractor will make every effort to expedite the weighing, receiving and dumping of recyclable loads delivered by County trucks.

E. Contractor shall assist the County in orientation and coordination of its Recycling Program with County personnel, City personnel (if applicable), and Solid Waste Franchised haulers (that provide curbside recycling in the unincorporated County for delivery to the Contractor).

F. Contractor shall at no additional charge, provide an educational and promotional plan that can improve the recovery rate of recyclable materials from County customers. This plan should also identify how the Contractor will support community efforts to promote recycling through special events and the news media. The Public Education program should be approved by the Solid Waste Director and administered in conjunction with the County's Public Information Office. The program shall include but not limited to the following: Signage, PSA, Tours of Facility, Recycling Drives in Schools, Bags for recycling, educational center, Bill boards, post cards and mail outs to citizens as well as community events. CONTRACTOR agrees to spend $10,500.00 annually on promotion of the single stream recycling program within Marion County.

G. Contractor shall comply with all applicable federal, state and local statutes, ordinances, rules and regulations concerning the acceptance and processing of recyclables and the marketing of recovered materials.

H. Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect during the life of the Contract. Contractor shall provide the County with proof of all necessary permits and licenses concerning the acceptance and processing of recyclables and the marketing of recovered materials.

I. Contractor shall, pursuant to the requirements of the County and Section 403.706(7), Florida Statutes or its successor provisions, maintain certifiable records and provide to

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the County a copy of its annual report filed with the FDEP within thirty (30) days of filing, of the volume of recovered materials marketed.

J. All materials will be marketed to the vendor of Contractor's choice.

K. Neither the County's review, approval or acceptance of, nor payment for, any of the responsibilities or services required of the Contractor shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of this Proposal. The Contractor shall be and remain liable to the county in accordance with applicable law for all damages to the County caused by the Contractor's performance of, or failure to perform, his responsibilities under this Agreement.

L. Contractor shall maintain and provide at their facility, a state certified scale of sufficient capacity and precision to accurately weigh County trucks and roll-off containers. The Contractor must provide the Solid Waste Department Driver a scale ticket which identifies the truck number, county facility it came from, the date, gross weight, tare weight and net weight of the recyclable material delivered. Should the Contractor collect the recyclables a ticket accurately listing the same information shall be provided as back up to the monthly invoice.

M. Contractor shall compensate Marion County monthly for all recyclables as outlined in Section 7 of this RFP. Scale tickets issued by the Contractor will be used to determine the gross tonnage of recyclable materials delivered for processing. Contractor shall pay Marion County 55% of recycled commodities.

SECTION 6. HOLIDAYS

The County will not deliver recyclables to the Contractor on any actual holiday for which the Solid Waste Department is not open. The Solid Waste Operations Department is closed on these actual holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor will provide access to the County on all holidays that the Solid Waste Operations Department is open.

SECTION 7. COMPENSATION TO COUNTY FOR SALVAGED RECYCABLES

The Contractor will pay the County for each ton of processed recyclables delivered to the recycling facility where the Recyclables will be processed for marketing. Revenue will be calculated as follows:

1. The County is using the Average Market Value (AMV) as shown in Exhibit C.
2. Material percentages for the AMV will be established annually. Different AMV's may be established for different customer types such as convenience stations, curbside residential, commercial, etc.
3. Deduct your proposed Contractor's fee (processing, marketing) from the AMV.

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4. Contractor will pay the County 55% of the remaining amount (AMV minus the Contractor's processing fee) for each ton of processed recyclables.
5. The COUNTY will pay for each ton of processed recyclables collected from approved County facilities and residential customers in the unincorporated areas of Marion County who pay the solid waste assessment.

Annually as part of the AMV calculation, a percentage of contamination will be established. Each month this percentage will be multiplied by the total tons of residential recycling accepted as part of this contract. This will establish the allowable number of tons to be disposed of at no charge to the Marion County landfill as part of the Marion County Solid Waste Assessment. Tonnage disposed of in excess of that amount will be billed to the Contractor. No credit will be issued for any shortfall in annual tonnage delivered. A full accounting will be conducted to ensure that all charges reconcile on an annual basis. Exhibit C is an example. Input will vary from month to month and the AMV used is merely an example, however an AMV will be established with the Solid Waste Director specifically for this contract.

SECTION 8. SINGLE STREAM RECYCLING

The Contractor shall receive and process all compacted or loose single stream recyclable materials delivered to the Contractor's facility centrally located in Marion County unless the Board of County Commissioners approves a price adjustment as per Section 3 of the Contract entitled Compensation.

SECTION 9. COLLECTION OF ADDITIONAL RECYCLABLE MATERIALS

Contractor needs to establish their process of identifying, collecting, marketing and promoting potential new recyclable commodities that can be added into the County's Recycling Program.

SECTION 10. RESIDUAL ALLOWANCES

Prohibitive material will not exceed levels to render any commodity as solid waste. If in the event that contaminates exceed allowable tolerances the County shall be notified. No recyclable commodity shall be delivered to the Contractor exceeding 10% contamination in any one commodity.

SECTION 11. PAYMENT AND DOCUMENTATION

A. The County makes no covenant or promise as to the volume or weight of Recyclables available nor that the Contractor will market recovered materials during the term of the contract.

B. Contractor shall remit payment to the County: Marion County Solid Waste Department, 5601 SE 66th Street, Ocala, FL 34480.

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C. AMV Payment shall be made on a monthly basis with appropriate documentation accompanying payment. This documentation must contain commodity tonnage totals for each individual commodity and a copy or the page (AMV) from which prices were obtained. This payment to the County must be post-marked by the last day of the month for the preceding month's recyclables. Payment not received as specified will incur a late fee of 1.5 percent charge added to the total owed to the County. The CONTRACTOR is responsible for providing itemized invoices/account/statements for the following: Processed recyclables, Hauling Services, and Contamination Reports.

D. Scale tickets shall be provided to drivers after unloading each commodity. Scale ticket information must include the following information: recycling center name, recyclable material delivered, the current date, gross weight, tare weight and net weight of the recyclable material delivered.

SECTION 12. PROCESSING OF RECYCLABLES: DISPOSAL OF RESIDUALS

A. Contractor shall be responsible at all times for the prevention of nuisance conditions resulting from its failure to process recyclables in a timely manner and for any degradation associated therewith and shall cure such nuisance conditions when so directed in writing by the County.

B. Contractor shall, at its own expense, and without right of reimbursement from County, transport and dispose of all residuals. Except as noted in Section 7.

SECTION 13. FACILITIES & EQUIPMENT

The Contractor shall provide all facilities, equipment, supplies and transportation necessary for the provision of the services specified in this Proposal unless otherwise expressly agreed by the parties in writing. Contractor's facility for delivery of recyclables shall be located within Central Marion County, Florida.

SECTION 14. REPRESENTATIVES OF COUNTY AND CONTRACTOR

A. It is recognized that questions in the day-to-day conduct of performance pursuant to this Proposal will arise. The County's Solid Waste Director or his designee shall be the main point of contact to which all communications pertaining to the day-to-day conduct of the Proposal shall be addressed. The Solid Waste Director or his designee shall have the authority to transmit instructions, receive information and interpret and define the County's policy and decisions pertinent to the work covered by this Proposal

B. Contractor shall designate or appoint one or more representatives of the Contractor who are authorized to act on behalf of the Contractor, at all times during the normal work week, regarding all matters involving the conduct of the performance pursuant to this Proposal and shall keep the County continually advised of such designation.

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SECTION 15. FILING OF REQUESTED INFORMATION AND DOCUMENTS

A. In addition to any other requirements of this Proposal, the Contractor shall be required to file statistical and other pertinent information pertaining to recyclables received and recovered materials marketed, as may be required by the County to comply with the provisions of any and all pertinent laws and regulations, or as otherwise may be requested by the County from time to time. The Contractor shall file and keep current with the County all documents and reports required by this Proposal.

SECTION 16. BOOKS AND RECORDS

A. The Contractor shall keep records of the Recyclables received from each customer segregated by customer and segregated between those received under this Proposal and all others. Such records shall be kept separate and apart from all other records maintained by the Contractor. The County or its designee shall have the right to review all records maintained by the Contractor, related to the Proposal, on three (3) working days written notice.

B. Contractor will be required to send a copy of their quarterly reports as described in detail in Florida Administrative Code Rule 62-722 to Marion County Solid Waste, County Recycling Coordinator, 5601 SE 66th St., Ocala, FL 34480.

SECTION 17. TERMINATION

A. The County may cancel executed Contract, except as otherwise provided below in the Section by giving the Contractor ninety (90) days advance written notice, to be serviced by Certified mail, or in person and provided a receipt.

B. In the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively materially defaulted in the performance of any of the terms and conditions required herein to be kept and performed by Contractor, in the opinion of the County and regardless of whether Contractor has corrected each individual condition of default. The Contractor shall be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative, and collectively shall constitute a condition of irredeemable default. The County shall thereupon issue Contractor a final written warning citing the frequent, regular and repetitive pattern of Contractor's defaults and shall warn that any material default by Contractor subsequent to the occurrence of the last of said cumulative defaults outlined in the written warning shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the County may terminate this Contract upon giving of written final notice to Contractor, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date. Contractor shall have no further rights hereunder and immediately upon the specified date in such final notice Contractor shall proceed to cease any further performance under this Contract. Termination shall be effective upon the date specified in the County's written

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notice to Contractor and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the County under this Contract to Contractor shall cease. County shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. For failure to perform Contractor shall reimburse the County all direct cost of providing interim Recycling Services.

C. Contractor has defaulted, by failing or refusing to pay in a timely manner, payments or other monies due the County and said default is not cured within thirty (30) days of receipt of written notice by the County to do so.

D. A notice (e-mail or fax) will be sent to the Contractor for any services deemed to be in default by the County. A time will be established, depending on the type of default, to rectify the situation. Cure times will be determined by the Solid Waste Director.

Section 18. MISCELLANEOUS

A. **Service Locations** - On September 1, 2012 the Contractor shall begin servicing all 18 Recycling Centers and other locations (see Exhibit A) on the days of operation and days the sites are closed if necessary. The Contractor shall transport the single stream commodities to the Processing or Transfer Facility located within central Marion County.

B. **Services -**
This Agreement establishes the terms and conditions under which the Contractor shall perform the total Solid Waste Collection Divisions services relating to all 18 Marion County Recycling Centers. The Contractor shall: (a) provide sufficient number of roll-off trucks to service all 18 Recycle Centers and other Marion County Departments; (b) provide sufficient roll-off compaction containers (estimated at 24+) to fulfill the scope of work advertised; (c) provide a dispatching office to receive service requests during all hours of operations; (d) employ only experienced and well trained drivers. Except as otherwise provided herein, the Contractor shall provide, at its own expense, all roll-off trucks and containers, supervision, fuel, oils, all equipment repairs, materials, utilities and structures necessary to accomplish these tasks throughout the Term of the Contract. It is the sole responsibility of the Contractor to perform the necessary activities under this Agreement in accordance with the requirements of this Agreement, the Permits, and Applicable Law.

C. **Commencement of Operations**
The County shall deliver a Notice to Proceed to the Contractor immediately after approval of the Agreement by the County Board of Commissioners. The County's Notice to Proceed shall establish a Commencement Date which shall be September 1,

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2012. All equipment shall be in place prior to the actual commencement date. A date to begin the public education program will be determined by the Solid Waste Director.

D. **Equipment**

The Contractor will have a sufficient number of roll-off trucks to service all sites currently being serviced by the Marion County Solid Waste Department. The Contractor will provide a sufficient number of receiver containers at each County designated location.

E. **Collection Requirements**

The contractor shall be required to provide the following for the collection of all Single Stream recycling from the Solid Waste Recycle Centers and transporting of those recyclables to their facility for processing;

1. Ability to receive commodity service requests from the Solid Waste dispatcher during all hours of operation as outline in Exhibit B attached. The hours of operation are subject to modification by the Solid Waste Director.
2. Respond to each recycle center within two (2) hours of notice from dispatch when a commodity compaction container is 80% full and replace with an empty container.
3. Disconnect and connect the compaction container from the stationary compactor and secure load (diaper) to prevent spillage during transportation.
4. Clean any spillage when disconnecting compaction container.
5. Adhere to all county safety procedures while servicing each recycle center.

F. **Solid Waste Authority**

If a Solid Waste Authority is created during the term of this contract, Marion County will have the right to negotiate changes that are in the County's best interest as long as it is mutually agreed upon by both parties

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EXHIBIT B
RECYCLING CENTERS & COLLECTION SITES
HOURS OF OPERATION

		Sat	Sun	Mon	Tues	Wed	Thurs	Fri	hrs
1	Baseline	7 - 5	9 - 7	7 - 5	7 - 5	7 - 5	7 - 5	7 - 5	70
2	Davis	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
3	Weirsdale	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
4	South Forest	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
5	Forest Corners	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
6	Scrambletown	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
7	Salt Springs	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
8	Fort McCoy	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
9	Orange Springs	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
10	Citra	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
11	Orange Lake	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
12	Blitchton	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
13	Wright Road	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
14	Newton	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
15	Martel	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
16	Dunnellon	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
17	Florida Highlands	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
18	Canal	7 - 5	9 - 7	7 - 5	closed	7 – 5	closed	9 – 7	50
19	Forest Road 50	8 - 4	X	X	X	8 - 4	X	X	20
20	Hog Valley	8 - 4	X	X	X	8 - 4	X	X	20

RECYCLING CENTERS
ADDRESS LIST

1	Baseline Recycling Center	5601 SE 66th Street, Ocala Fl 34480
2	Blitchton Recycling Center	13247 N. Hwy 27, Ocala Fl 34478
3	Canal Recycling Center	457 SE 110th Street, Ocala 34480
4	Citra Recycling Center	17780 NE 19th Court, Citra Fl 32113
5	Davis Recycling Center	11307 SE 128th Place Rd, Ocklawaha, FL 32179
6	Dunnellon Recycling Center	4232 South US Hwy 41
7	Florida Highlands Recycling Center	8390 SW 150th Street, Dunnellon Fl 34432
8	Forest Corners/Lynne Recycling Center	950 S Hwy 314-A, Ocklawaha, Fl 32179-5023
9	Forest Road 88 Recycling Center	13580 NE 203rd Ave. Road, Silver Springs fl 34488
10	Fort McCoy Recycling Center	12195 E. SR 316, Fort McCoy, Fl 32134
11	Martel Recycling Center	6800 W. Highway 40, Ocala, Fl 34474
12	Newton Recycling Center	1750 NW 100th Street, Ocala Fl 34475
13	Orange Lake Recycling Center	18920 NW 53rd Court Road, Orange Lake Fl
14	Orange Springs Recycling Center	11095 E Hwy 318, Orange Springs Fl 32182
15	South Forest Recycling Center	15480 SE 182nd Ave. Road, Umatilla Fl 32784
16	Weirsdale Recycling Center	13535 SE 164th Street, Weirsdale Fl 34482
17	Wright Road Recycling Center	11190 NW 90th Ave., Reddick Fl 32686
18	Scrambletown Recycling Center	15810 NE Hwy 314, Silver Springs Fl 34488

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EXHIBIT C

EXAMPLE

Source*	Commodity*	Percentage*	Normalized %*	Lbs. of Commodity per ton	$ per ton	Unit $ per ton
OBM Yellow Sheet	Corrugated Cardboard (OCC)	11.85%	12.69%	253.80	$ 170.00	$ 21.57
OBM Yellow Sheet	Mixed Paper #2	17.59%	18.84%	376.82	$145.00	$ 27.32
OBM Yellow Sheet	Newsprint #8	31.02%	33.23%	664.52	$145.00	$ 48.18
Secondary Materials Pricing (Southeast)	Plastics Comingled (#1 - #7)	10.36%	11.10%	221.94	$230.00	$ 25.52
Secondary Materials Pricing (Southeast)	Aluminum Cans	0.87%	0.93%	18.64	$1,430.00	$ 13.33
Secondary Materials Pricing (Southeast)	Steel Cans	3.92%	4.20%	83.98	$77.50	$ 3.25
Secondary Materials Pricing (Southeast)	3mix Glass	17.75%	19.01%	380.25	$5.00	$ 0.95
	Residue/Outakes	6.64%				
		100.00%	100.00%	1746.14		$ 140.12

* Source is the index used to establish pricing
* Commodity is the classification of a material from the source index
* Percentage is the percentage of materials in the recycling stream established by the AMV
* Normalized percentage accounts for the outake and removes it from the calculation
* Lbs. of commodity per ton is extablished by multiplying normalized % x 2000
* $ per ton is the rate from the source index on the first week of the month to be established by an average of the high and low price posted.
* Unit $ per ton is the value per ton of each commodity
* The sum of all Unit $ per ton is equal to the AMV
*All outakes other than Marion County residential will be charged back to the customer in the AMV
* Styrofoam (#6 plastic) is not a recyclable material at this time.

Total tons collected x processing fee ($40.00/ton) = Processing Fee

Total tons collected (less outakes) x AMV = Rebate

County retains 55% of the AMV
Waste Pro retains 45% of the AMV

EXAMPLE

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20131 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.6.8.

SUBJECT:
Request Approval of Fifteenth and Sixteenth Contract Amendments: 17P-058, Enterprise Resource Planning System and Software - Tyler Technologies, Yarmouth, ME (Budget Impact - Neutral; total expenditure of $171,150)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
At its December 5, 2017 meeting, the Board approved a contract with Tyler Technologies (Tyler) for an Enterprise Resource Planning (ERP) system. Today we are presenting two (2) contract amendments for the purchase of Tyler Application Programming Interface (API) software to enable the integration of other third-party software with Tyler Munis and Tyler Enterprise Permitting and Licensing software.

Attached for review are both amendments, which have been reviewed by Information Technology. Pending approval at today's meeting, they will be forwarded to Legal for review, and then to the Clerk for the Chairman's signatures.

BUDGET/IMPACT:
Neutral; combined expenditure of $171,150.
17P-058-CA-15 - $74,400
17P-058-CA-16 - $96,750
Funding is from ESC000001 - AA700519-568102 (General Fund)

RECOMMENDED ACTION:
Motion to approve the Fifteenth and Sixteenth Contract Amendments with Tyler Technologies, Inc. under 17P-058, authorize Legal review, and authorize the Chairman to execute the amendments following Legal's approval.

tyler technologies

Quoted By:	Cindy Chase
Quote Expiration:	11/30/25
Quote Name:	Marion County - EPL API's
Quote Description:	EPL API's

Sales Quotation For:
MARION COUNTY, FL
INFORMATION TECHNOLOGY
OCALA FL 34471

Shipping Address:
Marion County
601 SE 25th Ave
Ocala FL 34471-2690

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Civic Services					
Business Management API Toolkit	1	$ 30,000.00	0	$ 24,000.00	$ 6,600.00
Community Development API Toolkit	1	$ 30,000.00	0	$ 24,000.00	$ 6,600.00
Sub-Total		*$ 60,000.00*		*$ 48,000.00*	*$ 13,200.00*
Less Discount		*$ 12,000.00*			*$ 0.00*
TOTAL		**$ 48,000.00**	**0**	**$ 48,000.00**	**$ 13,200.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
EPL API Implementation	24	$ 225.00	$ 0.00	$ 5,400.00	$ 0.00
EPL Integration Support Services	24	$ 250.00	$ 0.00	$ 6,000.00	$ 0.00
Project Management	8	$ 225.00	$ 0.00	$ 1,800.00	$ 0.00
TOTAL				**$ 13,200.00**	**$ 0.00**

7/28/25

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 48,000.00	$ 13,200.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 13,200.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 61,200.00**	**$ 13,200.00**
Contract Total	**$ 74,400.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler License Fee Discount Detail (Excludes Optional Products)

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Civic Services						
Business Management API Toolkit	$ 30,000.00	$ 6,000.00	$ 24,000.00	$ 6,600.00	$ 0.00	$ 6,600.00
Community Development API Toolkit	$ 30,000.00	$ 6,000.00	$ 24,000.00	$ 6,600.00	$ 0.00	$ 6,600.00

TOTAL	**$ 60,000.00**	**$ 12,000.00**	**$ 48,000.00**	**$ 13,200.00**	**$ 0.00**	**$ 13,200.00**

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement,

and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Annual maintenance will be prorated to line-up with annual maintenance renewal on 12/7/25.

tyler technologies

Quoted By:	Cindy Chase
Quote Expiration:	11/30/25
Quote Name:	Marion County - EERP Open API
Quote Description:	EERP Open API

Sales Quotation For:
MARION COUNTY, FL
INFORMATION TECHNOLOGY
OCALA FL 34471

Shipping Address:
Marion County
601 SE 25th Ave
Ocala FL 34471-2690

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Integrations					
API Toolkit Bundle	1	$ 82,500.00	48	$ 66,000.00	$ 18,150.00
Sub-Total		*$ 82,500.00*		*$ 66,000.00*	*$ 18,150.00*
Less Discount		*$ 16,500.00*			*$ 0.00*
TOTAL		**$ 66,000.00**	**48**	**$ 66,000.00**	**$ 18,150.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	8	$ 225.00	$ 0.00	$ 1,800.00	$ 0.00
Remote Implementation	48	$ 225.00	$ 0.00	$ 10,800.00	$ 0.00
TOTAL				**$ 12,600.00**	**$ 0.00**

7/28/25

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 66,000.00	$ 18,150.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 12,600.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 78,600.00**	**$ 18,150.00**
Contract Total	**$ 96,750.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler License Fee Discount Detail (Excludes Optional Products)

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Integrations						
API Toolkit Bundle	$ 82,500.00	$ 16,500.00	$ 66,000.00	$ 18,150.00	$ 0.00	$ 18,150.00
TOTAL	**$ 82,500.00**	**$ 16,500.00**	**$ 66,000.00**	**$ 18,150.00**	**$ 0.00**	**$ 18,150.00**

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Annual maintenance will be prorated to line-up with annual maintenance renewal on 12/7/25.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20406 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.6.9.

SUBJECT:
Request Approval of Piggyback and Contract: 25PB-163 Water Meters and Meter Change Out Services - National Metering Services, Inc., Clermont, FL (Budget Impact - Neutral; estimated annual expenditure of $49,975)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
Marion County Utilities (MCU) requests approval to piggyback the contract that the City of Zephyrhills has with National Metering Services, Inc. (NMS) for water meter change-outs. The City of Zephyrhills contract is effective through July 14, 2028, with two (2) additional three (3) year renewal options.

Procurement Services has reviewed all supporting documentation and confirmed the piggyback complies with the County's Procurement Manual. Procurement will also verify the validity of any future City of Zephyrhills contract renewals prior to presenting subsequent amendments for Board approval and County execution.

Attached for review is a copy of the proposed County contract, with the City of Zephyrhills' contract included as Exhibit A. Upon approval at today's meeting, the agreement will be sent to NMS for signature, and once returned, will be sent to Legal, the Clerk and Chairman for final execution.

To remain consistent with the City of Zephyrhills' master contract, the County's piggyback agreement will automatically renew in accordance with the City's renewal schedule, contingent upon continued funding and satisfactory contractor performance.

BUDGET/IMPACT:
Neutral; estimated annual expenditure of $49,975, subject to actual service needs and not to exceed budgeted amounts. Funds are available in Line ZF448536-563102 (Marion County Utility Fund), Project UTC000120

RECOMMENDED ACTION:
Motion to approve the request to piggyback the City of Zephyrhills' contract and, upon Legal approval, authorize the Chairman and Clerk to execute Contract 25PB-163 with National Metering Services, Inc.

Marion County
Board of County Commissioners

BSS: DC
PCA: CC. 8/14/25
SS Advertised: —
BCC: 9/3/25

Procurement Services
2631 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

AUG 15 '25 AM 8:44

SOLICITATION WAIVER

This form is for requesting an exemption to a quote, bid, RFP or RFQ. If under $50,000 will require County Administrator approval and if over $50,000 the request will need BCC approval.

Date: 07/28/2025

MCCC - FINANCE
AUG 14 '25 AM 9:07

Request Type:

- ☐ Bid Exemption
- ☐ Standardization of Product/Brand
- ☐ Sole Source Provider of Good/Service
- ☒ Piggyback Agency City of Zephyrhills RFP 2025-004 41-25-15
  Effective 7/14/25

Purchase is a ☐ 1 time or ☒ recurring purchase with this year's total expenditure estimated at $ $49975.00

UTC000120 25PB-163

Reason This Cannot Be Bid By MCBCC: This project is needed to help Marion County Utilities meet it's 10% meter change out requirement. Contractors determine the per meter price on the number of meters being changed out. By piggybacking this contract, Marion County can utilize The City of Zepyrhills' lower per meter rate.

ZF448536-563102

Project Manager Signature: _____

Director Signature: _____ 7/29/25

Procurement Use Only

The following request is in accordance with the Procurement Manual, and meets the requirements to complete the exemption request and ☑ DOES ☐ DOES NOT require Board Approval.

PCA: Casey Conard 8/21/25

Procurement Director: _____ 8-21-25

Do not sign below without prior signatures from Procurement Services above.

Chairman
Please Select One

_____
Signature

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 **National Metering Services, Inc.**, located at 163 Schuyler Avenue, Kearney, NJ 07032, possessing FEIN# 22-3392696 (hereinafter referred to as "FIRM") under seal for the Water Meters and Meter Change Outs, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hero executed by the Parties hereafter, together with the following (if any):

Marion County Bid #25PB-163 - Water Meters and Meter Change Outs, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon the start date listed on the Notice to Proceed, when issued, and will conclude upon the Project's final completion ("Term"). **TIME IS OF THE ESSENCE**. All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 25PB-163, more fully set forth in City of Zephyrhills Contract Agreement 41-25-15 - Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment of Per Exhibit A - City of Zephyrhills Contract Agreement 41-25-15, (the "Agreement Price"), to FIRM under COUNTY's established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE

FOR REVIEW

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:
Public Relations | 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.
- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

FOR REVIEW

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

FOR REVIEW

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

FOR REVIEW

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings**.**
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.
   1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:

FOR REVIEW

a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
   c. Been engaged in business operations in Cuba or Syria; or
   d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A - Work for the project.**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: National Metering Services, Inc.
163 Schuyler Avenue, Kearney, NJ 07032
CONTACT PERSON: William Castle | Phone: 888-448-0009

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department

FOR REVIEW

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: wcastle@nmsnj.com and jcastle@nmsnj.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: September 3, 2025
25PB-163 | Water Meters and Meter Change Outs

NATIONAL METERING SERVICES, INC.

BY: DATE

PRINTED:

ITS: (TITLE)

FOR REVIEW

Agreement No: 41-25-15

GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT

THIS GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT (the "Contract"), made this _14 day of July 2025, between CITY OF ZEPHYRHILLS a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (hereinafter referred to as "CITY" or "Owner"), and National Metering Services, Inc., a New Jersey Corporation authorized to do business in the State of Florida, having its principal office at 163 Schuyler Ave. Box #491 Kearny, NJ 07032 (hereinafter referred to as "Contractor").

WHEREAS, CITY desires to obtain services as stated in the Request for Proposal RFP #2025-004 incorporated herein by reference from Contractor for assigned projects within the City of Zephyrhills, Florida (hereinafter referred to as "Professional Services-City Wide Continuing Service Projects") and issued RFP #2025-004 to find qualified professionals to fulfill the need for these services. Pursuant to Section 255.103(4), Florida Statutes, the total construction cost of each individual project shall not exceed $7,500,000.00. Although the primary professional service sought by the contract is for general construction services, this Contract may cover other construction services if Contractor possesses the professional licensing and registration to legally perform these services. Further, Contractor may hire others who are properly licensed to perform construction services; and

WHEREAS, the Term of Contract is three (3) years after CITY approves the Contract, and CITY may, at its option, at a regular or special City Council meeting; renew this Contract at the end of the Term for an additional renewal term of two (2), three (3) year terms for a maximum term of nine years; and

WHEREAS, CITY retains Contractor, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by CITY, and CITY agrees to compensate Contractor for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that Contractor is available to provide services, in accordance with prior, mutually agreed upon conditions, and CITY has complied with all requirements of Section 287.055, Florida Statutes the "Consultants Competitive Negotiations Act," in the selection of Contractor and negotiations for this Contract; and

NOW, THEREFORE, CITY and Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Incorporation of Request for Qualification and Response.** Request for Proposal (RFP) #2025-004 is incorporated into this Contract by reference. Contractor's response to the RFP is attached hereto and incorporated herein as Exhibit A.

3. **Scope of Services.**

(a) Contractor agrees to furnish and perform general construction services during design and construction phases of a Continuing Service Project ("Project" or "Task Assignment") in accordance with the terms and conditions set forth herein in accordance with generally accepted

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professional standards to achieve a total cost to CITY which does not exceed the Project Budget. The scope of services (hereinafter referred to as "Basic Services") to be performed by Contractor under this Contract, to the satisfaction of CITY, shall be identified in Task Assignment. Contractor agrees to furnish and perform Basic Services and construction phase services as may be required in the specific scope of work and enumerated and described in the Task Assignment, in connection with Continuing Service Projects. Contractor further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional services are requested and authorized by CITY, in writing. The Hourly Labor Rates and Unit Rates for Basic and Additional Services is found in Exhibit B – Hourly Rate Schedule. No Additional Services shall be furnished by Contractor unless specifically requested and authorized by CITY in writing.

(b) Continuing Service Projects shall be designed in accordance with all applicable Florida Statutes and the current City of Zephyrhills Ordinances in effect at the time this Contract is approved, or the work is performed.

4. **Project Construction Budget.** Contractor shall be provided with an individual Project Construction Budget for each Continuing Services Contract (Task Assignment). By accepting a Task Assignment, Contractor acknowledges that the Project Construction Budget is of the essence of this Contract and Contractor agrees to perform, in accordance with generally accepted professional standards.

(a) Although CITY looks to Contractor for the responsibility of design meeting CITY's Project Construction Budget, CITY may hire a cost consultant to verify costs on specific projects. Contractor shall cooperate with the CITY's cost consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of Continuing Service Projects.

(b) The Construction Budget shall be defined as the total budget identified for the construction of Continuing Service Projects.

5. **Time of Completion.** Contractor shall commence Basic Services upon receipt of the Notice to Proceed and a purchase order issued by CITY. Contractor shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon in writing on a project by project basis. Contractor shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. Contractor shall accelerate performance of Basic Services and Additional Services in the manner reasonably directed by CITY, in the event CITY, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required because of delays caused solely by Contractor, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Contractor, the CITY will not compensate Contractor for the delay caused by Contractor; however, the cost associated with that portion of any such delay not caused by Contractor shall be compensated as an Additional Service.

6. **Fees.** CITY agrees to pay to Contractor for Basic Services, based upon Exhibit B – Hourly Rate and Unit Rate Schedule, Contractor will give CITY a detailed written proposal for the work, and shall identify the number of hours of work by category of workers performing the service. The

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categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Contractor under this Contract for said services if the actual cost of construction or work to be designed by Contractor exceeds the proposal or budget.

(a) Initiation of services shall be upon receipt of the Notice to Proceed and a purchase order basis, referencing a written proposal for services related to this Contract.

(b) Invoices received by the CITY on or before the 20th of any month will be submitted for check release on or before the 25th of the following month.

(c) The responsibility of Contractor for performing its obligation under this Contract and under the construction contract(s) is not relieved or affected in any respect by the presence of or inspection by employees or agents of CITY. Contractor agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of CITY.

(d) Contractor's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit B – Hourly Rate and Unit Rate Schedule.

(e) Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, CITY shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

(f) The fee structure and hourly rates may be revised only by written Task Assignment, agreed to by both parties to this agreement.

7. **Ownership of Documents.** Contractor shall make available to CITY all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, software, reports, or other tangible work product produced, originally developed, or submitted to CITY by Contractor pursuant to this Contract (hereinafter referred to as the "Original Work Product").

(a) Contractor shall deliver reproduced copies of all Original Work Product to CITY upon completion, unless it is necessary for Contractor, in CITY's sole discretion, to retain possession for a longer period of time. Upon early termination of Contractor's services, Contractor shall deliver all Original Work Product, whether complete or not. CITY shall have the right to use any and all work product. Contractor shall retain copies for its permanent records; however, the same cannot be used without CITY's prior express written consent. Contractor agrees not to recreate any designs, or any other tangible work product contemplated by or originally developed under this Contract, or portions thereof, which if constructions or otherwise materialized, would be reasonably identifiable with the tangible work product originally developed by Contractor.

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(b) CITY exclusively retains all ownership and manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for CITY as the author, creator, or inventor thereof upon creation, and CITY shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Contractor shall assign to CITY, all rights without limitation, including the copyright with respect to such work.

8. **Insurance.**

(a) Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 (this could be $2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed Contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

(b) Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

(c) If the Continuing Service Project includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

(d) All such insurance required in paragraph (a) shall be with companies and on forms acceptable

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to CITY, shall name CITY, and its ~~a~~gents, employees, and assigns as additional insured, except the policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to CITY. Certificates of insurance and copies of all policies shall be furnished to CITY within 10 days of the date of this Contract. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required hereunder, without any lapse of coverage to CITY whatsoever.

(e) Contractor will provide to CITY, within 10 days after the date of this Contract, (1) the original of the policy evidencing the existence of such insurance coverage, which CITY shall copy and return to Contractor within Seven (7) days, (2) proof acceptable to CITY that the premium for such policy for a period ending no earlier than 6 months after the date of this Contract has been paid in full by Contractor, and (3) a certificate of the insurer addressed to CITY evidencing the existence of such insurance coverage. Contractor will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Contractor will promptly provide proof thereof to CITY. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Contractor agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after construction of Continuing Service Projects is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Contractor for all times subsequent to the date of this Contract.

9. **Representations.** Contractor hereby represents to CITY that:

(a) It has the experience and skill to perform the services required to be performed by this Contract.

(b) It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that CITY may at any time require Contractor to remove, and Contractor shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of CITY is unfit for the proper performance of his/her duties.

(c) It shall design to and comply with applicable non-conflicting federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by CITY, provide certification of compliance with all registration and licensing requirements.

(d) It shall perform said services in accordance with generally accepted professional standards in an expeditious and economical manner.

(e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.

(f) The designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services of Contractor shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from CITY and such other person.

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10. **Expense Records.** Contractor agrees to keep and maintain all of its direct personnel expense records, consultant and subcontractor expense records, and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Contractor and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Contractor for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Contractor agrees to keep and maintain accurate time records to within the nearest one tenth of an hour for each time entry, of all work performed by employees of Contractor, and same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying.

11. **Termination, Suspension, Disputes, or Abandonment.** The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon thirty (30) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

(a) If Continuing Service Projects are terminated or suspended by CITY, CITY shall pay Contractor all fees which have become due and payable to Contractor for that portion of the work of Contractor properly completed prior to such abandonment or suspension, and CITY shall have no further obligation to Contractor for payment to Contractor of the remainder of its fees, unless and until Continuing Service Projects are resumed by CITY. Contractor, at the option of CITY, shall complete the services of Contractor under this Contract upon resumption by CITY of Continuing Service Projects, and Contractor shall in that event be entitled to payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to Contractor under this Contract unless and until Contractor has attained and completed that stage of work where the same would be due and payable.

(b) In the event of any such suspension or termination without cause, CITY shall pay to Contractor only that portion of the fee and compensation hereunder for the Basic Services of Contractor which has become due and payable to Contractor under the provisions of this Contract, and the remainder of Contractor's fees under this Contract shall be cancelled. Additionally, CITY shall pay other necessary, unavoidable, and reasonable expenses incurred by Contractor as a result of such suspension or termination (such as canceling orders for equipment, material, or services). Unless CITY authorizes Contractor to the contrary, Contractor shall not perform any services and shall not be entitled to receive payment from CITY on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from CITY that the suspension has been canceled, Contractor shall perform its remaining services in accordance with the terms of this Contract and Contractor shall be entitled to time extension equal to the period of suspension.

(c) If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that

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termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

12. **Assignability.** This Contract is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of CITY, which consent CITY may withhold in its sole discretion.

13. **Errors and/or Omissions.** Contractor shall be obligated and responsible to CITY for, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by CITY to the extent caused by (1) negligent errors and/or omissions made by Contractor in the designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services pursuant to this Contract and the project's Scope of Services for Contractor, and (2) negligent acts or omissions on the part of Contractor in any designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services or in the performance of any other services under this Contract and the project's Scope of Services for Contractor. It is the intent of the parties hereto that Contractor be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Contractor under this Agreement. CITY will hold Contractor harmless for any loss or claim related to an error or omission caused by the negligence of the CITY.

14. **Subcontractors/Separate contractors.**

(a) Any proposed subcontractors shall be submitted to CITY for approval prior to Contractor entering into a subcontract agreement. Such approval by CITY shall not be unreasonably withheld. CITY shall not be liable to Contractor in any manner whatsoever arising out of the CITY's objection to a proposed subcontractor.

(b) Contractor shall coordinate the services and work product of any subcontractor and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services furnished by Contractor or its subcontractors, and Contractor shall review and approve any designs, drawings, specifications, shop drawings, submittals, work, materials, processes of manufacture, methods of construction, or other services produced or furnished by any subcontractors prior to submittal to CITY. Contractor shall correct or revise any of its errors or deficiencies in the designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services produced pursuant to this Contract and shall provide CITY with such corrected or revised designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services incorporating such corrections or revisions at its sole cost and expense.

(c) Any subcontractor agreement shall reflect the terms of this Contract and require the subcontractor, to the extent of the services to be performed by the subcontractor, to assume toward Contractor all the obligations which Contractor by this Contract assumes toward CITY, it being understood that nothing herein shall in any way relieve Contractor from any of its duties under this Contract.

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(d) Contractor shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate contractor, in any fashion appropriate or necessary to facilitate the construction of Continuing Service Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Task Assignment to this Contract, Contractor shall accept any assignment of any agreement or contract CITY may have with any separate contractor.

15. **Indemnification.** Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the agreement of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

    Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

16. **Governing Law**. This Contract shall be construed in accordance with, and be governed by, the laws of the State of Florida, and any dispute, difference, claim or counterclaim between CITY and Contractor arising out of or in connection with this Contract which cannot be amicably resolved by the parties shall be submitted to the Circuit Court in and for Pasco County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Pasco County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court, and they expressly waive the right to a jury trial.

17. **Entire Agreement.** This Contract, together with any other documents incorporated herein by reference, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related exhibits, proposals, and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Contract shall control. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

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18. **Evaluation.** Contractor will be evaluated by CITY during the Contract period, at intervals established by CITY, and at the end of the construction of Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Contractor's past performance and may be included in the review process for future solicitations for services. A copy of the evaluation(s) will be provided to Contractor upon request.

19. **Independent Contractor.** Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Contract.

20. **Notices.** All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:
National Metering Services, Inc.
ATTN: John Castle & William Castle
163 Schuyler Ave. Box #491
Kearny, NJ 07032
jcastle@nmsnj.com
wcastle@nmsnj.com

To CITY:
City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542
wpoe@ci.zephyrhills.fl.us

With copy to:

Matthew E. Maggard, Esq.
Shumaker, Loop & Kendrick, LLP
13134 US Highway 301
Dade City, Florida 33525
mmaggard@shumaker.com

21. **MISCELLANEOUS PROVISIONS**.

FOR REVIEW

(a) The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Contract.

(b) The continuing services to be provided by Contractor pursuant to this Contract shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

(c) This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

(d) The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

(e) All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

(f) In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

(g) This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

(h) The City may withhold any payment in an amount that is sufficient to pay the direct costs and expenses the City reasonably expects to incur to protect City from liabilities for which Contractor is responsible

(i) The City reserves the right to audit the records of the Contractor covered by this Contract at any time during the provision of Services and for a period of three (3) years after final payment is made under this Contract.

22. **PUBLIC RECORDS. IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

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FOR REVIEW

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each patty being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Charles E. Proctor
City Council President

ATTEST:

By: _____
Ricardo Quiñones, City Clerk

CONTRACTOR

NATIONAL METERING SERVICES, INC

By: _____
Name: John Castle
Its: General Manager

ATTEST:

By: _____
Name: Sheryl Cotter
Its: Customer Service Manager

FOR REVIEW

EXHIBIT A

163 Schuyler Avenue
P.O. Box 491
Kearny, New Jersey, 07032
1-888-448-0009
www.nmsnj.com

Prepared for:

Zephyrhi
jump right in

- Statement of Work
  - Executive Summary
  - Company Overview
  - Experience
  - Managing the Project
  - Installation Procedures
  - Worker and Public Safety
  - Customer Service
  - Data Management
  - Meter Testing
  - Warranty
  - Reference Line Material Services

FOR REVIEW

Dear City of Zephyrhills Stakeholders,

National Metering Services, Inc. is honored to submit our proposal to support the City of Zephyrhills with professional metering infrastructure services. As a trusted installation provider, we have successfully installed over 1,000,000 meters and reading systems throughout Florida since 1998. Our unwavering commitment to excellence in metering solutions and customer service has positioned us as a leader in the industry. National has completed and continues to manage over 14 major projects within Florida, including Hillsborough County, St. Augustine, Madison, Marion County, Brevard County, Ormond Beach, Margate, Clermont, St. Cloud, Flagler Beach, Toho Water, Deland, Crescent City, and Palm Bay.

This proposal outlines a flexible and robust offering designed to support the City's maintenance operations for this RFP with multiple services. We have proposed the provision of Neptune meters, radios, and software on an as-needed basis, ensuring that the City can upgrade and maintain its water metering infrastructure efficiently and cost-effectively over time.

Our services also include Lead and Copper Rule Revisions (LCRR) identification and exit testing of removed meters to support regulatory compliance and help ensure long-term system performance. Backflow replacement, testing and repair, as well as Fire Hydrant Maintenance are included in our price proposal. As the quantity is to be determined, the line item of 1 was added.

To further support the City's operational reliability, we recommend participation in NMS's "Read Guarantee Program", a service designed to ensure that your metering system performs optimally month after month. This program includes routine diagnostics, monthly performance checks to verify proper readings, and maintenance of the meter location as deemed appropriate. By proactively identifying and resolving potential challenges, this program helps maintain consistent billing accuracy and customer satisfaction.

Additionally, we are pleased to offer our Metering as a Service (MaaS) Program, a flexible, subscription-based model that allows municipalities to deploy and manage metering infrastructure without large upfront capital expenditures. MaaS enables the City of Zephyrhills to scale its system based on need and budget, benefiting from advanced metering technology, regular maintenance, software access, and ongoing support—all bundled into a predictable and manageable service fee. While the cost of the MaaS for the system is to be determined, the consultation fee is a fixed rate.

National Metering Services has long been at the forefront of automated meter infrastructure (AMI) deployments across Florida and the eastern U.S. Since 1999, we have specialized in the installation of meters and endpoints that have improved utility efficiency, safety, and service delivery.

Neptune Technology Group, backed by Ferguson Waterworks, provides innovative, reliable, and field-proven solutions that serve as the foundation of our proposed offering. Our experience in implementing Neptune's Smart Water technologies across diverse municipal environments has delivered consistent, measurable benefits for our clients.

For the City of Zephyrhills, we have included in our proposal a Neptune Cellular AMI solution that supports phased deployment and ongoing maintenance. National's strong partnerships with Neptune and Ferguson, combined with our proven performance on over 100 systems and nearly 1,000,000 meters installed across Florida, position us to deliver an efficient, scalable, and high-performing metering infrastructure.

We are grateful for the opportunity to submit this proposal and look forward to working collaboratively with the City of Zephyrhills to implement a modern, flexible, and reliable infrastructure solution that meets the City's current and future needs.

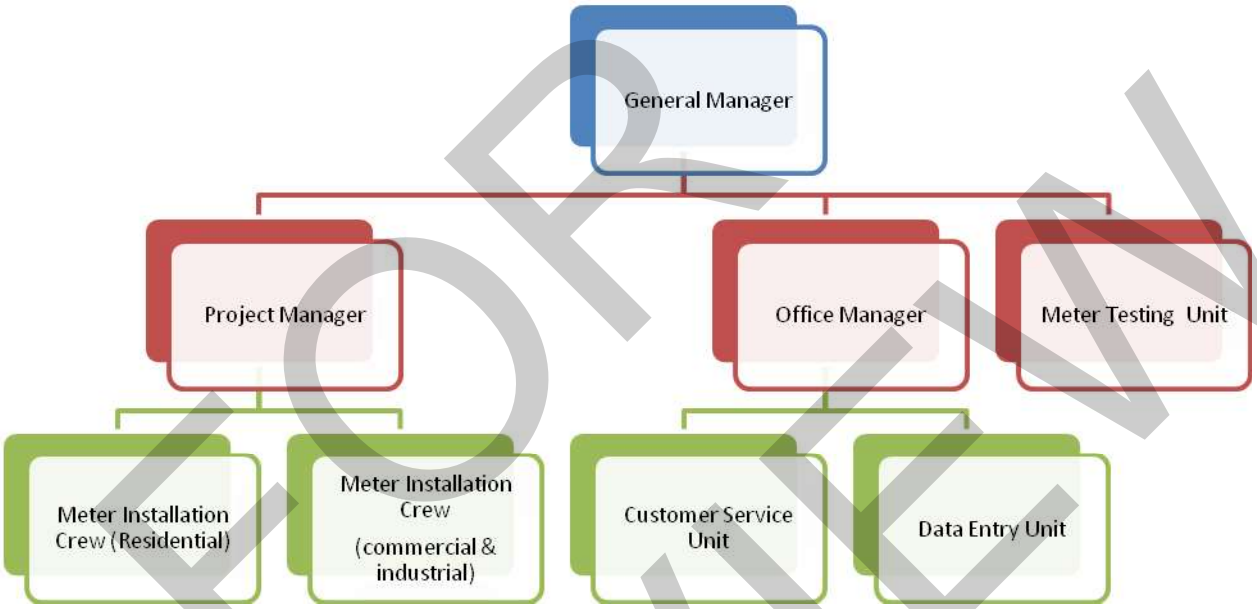
Sincerely,

John Castle
General Manager
National Metering Services, Inc.

FOR REVIEW

The following Organizational Chart details proposed staff and description of duties. This chart does not represent the entire staff that would be assigned to the program. As meter quantities are increased and to accommodate project scheduling and material supplies, staffing is adjusted. NMS maintains a ratio of one (1) Field Foreman for every five (5) Installation Technicians.

Proposed Organizational Chart



FOR REVIEW

Project Manager – The responsibilities of the Project Manager, is assigning tasks to office staff, monitoring customer service unit's interaction with customers, verifying work order information as entered by data processing unit, supervising work order preparation & customer notices, scheduling of mailings, tracking progress of project by area or route, scheduling follow-up mailings, time record keeping, payroll certification, invoice preparation, execution of required AIA forms. All Project Managers report directly to the Project Coordinator regarding the status of a program, inventory, customer service, field reports etc.

Lead Technician – The Lead Technician is responsible for all interaction with the utility, ordering, cataloging and distribution of inventory materials, assigning and recovering work to & from installers daily. Progress meetings, customer concerns or callbacks, distribution of appointments & schedules, forwarding completed work orders to the data processing center, logging accounts that could not be installed (locked gates & dogs), keeping daily time records of installers hours. The Lead Technician reports directly to the Project Coordinator with daily reports and a weekly summary of installations, and project progress.

Field Foreman – The Field Foreman, is responsible for collection of old meters for testing, verifying exit readings of old meters, re-supply of equipment to installers in the field, provide assistance on difficult installations, survey large meter accounts, freeze service lines when shut down is not possible using existing valves, verify conditions when a unit cannot be installed as reported, locate and operate curb valves for shut down, cover appointments pending if an installer is delayed or has other issues.

Meter Installation Technician – Our Installation Technicians have several years of experience, installing gas meters. NMS has a very low employee turnover rate. Many of our Installers have been with the company over 5 years. The responsibilities of our Meter Installation Technicians are: providing meter installation service by appointment and by solicitation, logging pertinent data on installation order, final reading of meter and serial number confirmation, tagging removed meter with an address verification tag, testing of meter installation with manufacturers test equipment, checking for leaks after installation is complete, verifying service has been restored, updating account records if an account is missing or indicating why the unit cannot be installed as per request.

Data Entry Clerk/Customer Service Representative – Preparing customer notices & work orders from electronic data provided by the Utility, processing completed work orders, processing incomplete work orders by identifying the problem or violation and entering the data into the new customer database, processing meter certification test results and entering results into a comprehensive report, entering test results into the customer database.
Customer service is responsible for scheduling appointments for customers, verifying appointments the day before the scheduled appointment by calling the customer, scheduling appointments through our internet service (E-Appointments), processing daily routes for installers by appointment, processing meter certification data, preparing customized project reports for the Utility relating to project status, un-metered accounts, remaining accounts, violations, theft of service, leaks etc.

FOR REVIEW

William Castle

PROFESSIONAL HIGHLIGHTS

Jun 1997-Current — National Metering Services, Inc. — Kearny, NJ

Principal/President

- Responsible for Operations
- Make presentations before City councils.
- Responsible for Bid Responses.
- Manage Larger projects.

Jul 1989-Jun 1997 — Automated Metering Services, Inc. — Ramsey, NJ

Vice President/General Manager

- Project manager for Newark, NJ meter installation project 93-96.
- Responsible for bidding projects and job preparation.
- Liaison between City and company management
- Attended monthly project meetings with City personnel

May 1986-Jun 1989 — Castle Installation Co. — Jersey CITY, NJ

Repair Technician/Manager

- Small meter installation manager.
- Assigned workloads to meter crews.
- Responsible for HOMER system for Hackensack Water Co. (Now United Water Resources)
- Managed crews for installation of over 100,000 meters in the HOMER project.

PROJECTS MANAGED

(Partial List)

Newark, NJ
East Orange, NJ
Jersey City, NJ
Harrington Park, NJ
West Caldwell, NJ
Duncansville, PA
Celebration, FL
Alpha, NJ
Elizabeth, NJ
Lyndhurst, NJ
City of Vineland, NJ
Verona, NJ
Kissimmee, FL

METER & INSTALLATION QUALIFICATIONS

- Managed the installation of over 250,000 residential water meters.
- Managed the installation of over 5,000 commercial water meters.
- Familiar with all aspects of plumbing.
- Specialist – Residential Meters
- Licensed Contractor for South Carolina
- Certified by Itron and MARS Water

FOR REVIEW

Peter H. Martin, P.E.

SUMMARY: Twenty five years experience managing water, sewer, and gas construction.
Two years in water utility distribution system management.
Seven years plant maintenance experience.

PROFESSIONAL EXPERIENCE:

2009 - Present **National Metering Services, Inc., Kearny, NJ**
Project Manager Crisfield MD Water Meter Upgrade and Large Diameter Meter Vault Installation Program. Managed and supervised crews installing residential water meters and commercials meters. Supervised and installed 14 large diameter meter vaults along the City/County line where interconnects were unmetered.
Prior to Crisfield MD project – Project Manager for Asheville NC meter upgrade. 25,000 units were installed and read with Hersey water meters and RF "HotRod" AMR.

2005-2009 REYNOLDS INLINER, LLC (f/k/a American Water Services), Ft. Lauderdale, FL. Business Unit Director. Started as Engineering Project Manager over capital improvement projects of water/sewer for Military Services Group, then became Business Unit Director for Southeast Region managing sewer rehabilitation business. Responsible for engineering, estimating and regional management of cured-in-place sewer lining operation for AL, GA, and TN. Transferred in 2008 to manage the South Florida region.

1999-2004 THE HALLEN CONSTRUCTION CO., INC., Island Park, NY
Asst. VP of Engineering and Project Manager – Special Projects.
Responsible for engineering, estimating, and project management for a contractor performing gas distribution system maintenance and gas pipeline installation. Projects include: installation of 18,000lf of 26" steel gas main in Long Island, NY; 10 million dollar natural gas metering and regulating station for a gas transmission pipeline connecting to Con Edison in the Bronx, NY.

1995-1999 MIDDLESEX WATER CO., Iselin, NJ
Employed as Director of Distribution/Maintenance for an investor owned public water utility. Responsible for the supervision of the maintenance of the water distribution system serving over 57,000 customers with 600 miles of water mains. Staff included 28 people in distribution maintenance, 5 in transportation maintenance and 3 office personnel.

1975-1980 TEXACO, INC., Westville, NJ
Plant Support Engineer for the Petrochemical Department. Responsible for design and cost estimating for non-routine maintenance and process unit shutdown projects.

EDUCATION AND LICENSES:
Lehigh University, 1975, B.S. Civil Engineering, Licensed Professional Engineer in New Jersey-active and Alabama-inactive.
Certified Underground Utility and Excavation Contractor FL – License Number CUC1224998

FOR REVIEW

Thomas Mitchell

PROFESSIONAL HIGHLIGHTS

Jul 2005 – Current
National Metering Services, Inc. — Kearny, NJ
Southern District Project Manager
- Project Manager for the first full scale Sensus fixed network.
- Lead tech Large meters in Corpus Christi TX .
- Managed several large installation contracts in Florida.
- Attended monthly project meetings with city personnel

Mar 1986 – Jul 2005
TJM Builders. — Lincroft, NJ
Owner
- New construction builder.
- Assigned workloads to sub contractors.
- Installed pre-fabricated houses.
- Managed a total of eight full time employees.

Sep 1980 – Mar 1986
Jersey Central Power & Light. — Oyster Creek
Lead Technician
- Responsible for creating dept. of five employees'.
- Advisor to the NRC three Mile Island.
- Calibration of Radiation detection equipment.
- Attended monthly planning meetings with upper management

Feb 1978 – Jun 1980
I.B.M — Fishkill , N.Y
Electro-mechanical
- Repaired Electronics, Hydraulics & Pneumatics.
- Repaired Control Systems.
- Attended school.

EDUCATION

1974 -1978 — Christian Brothers Academy High School — Lincroft, N.J

Sep 1976 – Jun 1978
Devry Technical School. — Woodbridge, N.J
Electronics
- Electronics Degree

FOR REVIEW

Kelly B. Dever

407-461-1527 cell phone
386-937-2571 work phone
kdever@nmsnj.com

QUALIFICATIONS:

Numerous years of experience within a management and production field. Knowledgeable with ISO as well as GMA. Skilled in quality control. Possesses the ability to learn and adapt easily. Strong long-term employment history.

EDUCATION:

1992 -- High School Diploma
Bobcat Boot Camp
Forklift Certified
Fred Pryor Management Training

EMPLOYMENT:

2006-Present - National Metering Services Inc.
Project Manager/Field Foreman
Nationwide deployment

Commercial and residential water meter replacement. Responsible for hiring, training, and termination of all new meter installers working under my supervision. Skilled in all levels of plumbing repairs and on-site fabrications of new parts. Work hand in hand with city and water department officials. Projects completed: Florida- Apopka, Deland, and Crescent City. Alabama- Fairhope and Talladega. Texas- Corpus Christi and Lufkin.

2005-2006 - Honeywell Meter Services/Manpower
FL-Statewide

Contracted to work through Progress Energy, Florida. Performance based position retrofitting electric usage meter with new digital, remotely read meters. Selected for special training on Poly-phase industrial meter change outs. Hand-picked to complete a special project with Florida Power in Ft. Lauderdale. Required to change out defective meters and inspect electric systems for possible tampering. When that project was completed, I moved back to Progress Energy to complete their project. I replaced 20,000 meters in one year. Completion date of July 11, 2006.

2000-2005 - Asheville Waste Paper
Plant Manager
Asheville, NC

Responsible for entire operation of facility. Supervision of truck drivers, equipment operators, and manual workers. Duties included but not limited to: daily operations, operating and maintaining three different balers, loading and unloading of trucks and railcars, and repairing conveyors belts, balers, and equipment.

FOR REVIEW

1994-2000 - Southeast Paper Manufacturing Co.
Lead Operator, Production Supervisor
Gainesville, FL

My official title with Southeast was Lead Operator. There were several different subtitles within that position. I started with the company as an Equipment Operator. Responsibilities: pre/post maintenance on machines, loading and unloading of trucks, loading conveyors with various materials for sorting crews. I was promoted to Lead Operator/ Production Supervisor in less than a year. Responsibilities: opening and closing plant daily, supervising on average seventeen employees, - operating, maintaining and repairing all equipment on premises, - daily processing and shipping of different commodities, - hiring, terminating, and training of all new employees. With the promotion to Lead Operator, I was also expected to serve as the Safety Manager. I was responsible for conducting safety meetings and inspections per company regulations. I was also responsible for conducting daily safety audits to prepare for OSHA inspections. Trained in various OSHA regulations, Blood-Borne Pathogens, CPR, and First Aid. As the company expanded with a roll-off and front loader route, I obtained my CDL license to also serve as the Truck Driver. Responsibilities: scheduling and organizing routes, customer service and servicing all routes, and pre/post maintenance on trucks. My time spent as Lead Operator gave me excellent problem solving and decision-making skills. Due to my daily handling of repairs on balers, loaders, forklifts, and conveyors, I have an excellent working knowledge and experience with mechanical and hydraulic systems.

1993-1994 - Browning Ferris Industries
Dispatcher
Gainesville, FL

Started with company in an entry level position. Quickly promoted to the dispatching position. Responsible for dispatching over sixty trucks and over one hundred employees on those trucks.

FOR REVIEW

John Castle

Summary

Highly driven and results-oriented professional with over 15 years of experience in diverse industries. Proven ability to lead and manage teams, ensure operational efficiency, and cultivate strong client relationships. Offering a unique combination of food and beverage operations expertise, multilingual communication skills, and a strong foundation in data management and reporting.

Languages:

- Russian (Native or Bilingual)
- Serbian (Limited Working)
- Bosnian (Limited Working)
- Croatian (Limited Working)
- Spanish (Limited)

Technical Skills:

- Safety Program Management (OSHA 30-Hour Construction)
- Reporting Platform Expertise
- Telematics Platform Expertise
- Maintenance Platform Expertise

Experience

National Metering Services

- Kearny, New Jersey (2009 - Present)

General Manager (July 2024 - Present)

- Lead all aspects of day-to-day operations, overseeing a team of [Number] employees.
- Develop and implement strategies to maximize revenue and operational efficiency.
- Ensure adherence to safety protocols and maintain a positive work environment.

People Operations Manager (June 2022 - July 2024)

- Managed the recruitment, onboarding, and training of new employees.
- Oversaw employee relations and implemented performance management processes.
- Developed and maintained HR policies and procedures.

Administrative Liaison (June 2020 - June 2022)

- Provided administrative support to leadership and various departments.
- Managed data entry and reporting systems.
- Streamlined internal processes to improve efficiency.

Previous Experience (2012 - 2020)

- Leveraged food and beverage operations experience in roles at The Elan Catering and Events and Walt Disney World.
- Provided exceptional customer service in hospitality roles at MetLife Stadium and teaching instruction at Florida State University.

Skills

Food & Beverage Operations:

- Inventory Management
- Staff Training and Development
- Customer Service
- Event Planning and Execution
- Responsible Alcohol Service

Education

- Florida State University (Tallahassee, FL)
  - Master of Arts in Slavic Languages, Literatures, and Linguistics (2018 - 2020)
  - Bachelor of Arts in History and Russian (2014 - 2016)
- Bergen Community College (Paramus, NJ)
  - Associate's Degree in History (2011 - 2013)

FOR REVIEW

James Gary Hunter.
Phone: 813-433-6035
Email: Gary.Hunter@nmsnj.com

Career Statement
Management professional with expertise in billing processes, customer service operations, revenue cycle management, debt mitigation, budget preparation, governmental procurement, fleet logistics, project management, and human resources.

Professional Experience
National Metering Services
Tampa, FL
Area Supervisor – Utility Metering Projects
November 2024 – Present
Multi-Project logistical Management over smart metering devices and utility appurtenances.

Hillsborough County Water Resource Services
Tampa, FL
Project Manager – Automated Metering
March 2024 – September 2024
Planned, Procured, and Managed an implementation project for 240,000 Smart Water Meters throughout Hillsborough County with a contract projected to exceed $80M through 2030.
Manager – Client Services Group
November 2022 – March 2024
Managed revenue cycle operations and contracts for meter reading, bill print and mailing services, and automated meter installations.
General Manager III – Revenue Operations
October 2012 – November 2022
Managed revenue operations from meter to billing, including payments and debt collection. Implemented and managed projects such as Automated Metering, Electronic Bill Presentment, Online bill and payment presentations, and the implementation of several utility operating systems with the most recent being Oracle Customer Cloud Services (CCS.)
General Manager II – Payments, Debt Collection, Developmental Services, Field Services, and Customer Service
April 2007 – October 2012
Managed multiple departments and improved debt mitigation programs. Led the relocation of the Brandon Customer Service Center.
General Manager – Billing and Meter Reading
October 2005 – April 2007
Managed billing and meter reading operations, improving system efficiency.
Senior Manager – Billing and Meter Reading
September 2000 – October 2005
Managed billing and meter reading teams, leading significant system upgrades.
Acting Senior Manager – Billing
March 2000 – September 2000
Enhanced customer accounting procedures as interim leader of the billing department.
Field Collector
December 1998 – March 2000
Customer services and collections.
Customer Service Representative
October 1998 – December 1998
Call Center customer service duties.

FOR REVIEW

Field Service Representative
April 1996 – October 1998
Customer service operations at point of service.
Senior Meter Reader
October 1995 – April 1996
Meter Reader
October 1994 – October 1995
Water Conservation Team Member
May 1994 – October 1994
Awards and Recognitions

- Certificate of Recognition for Outstanding Field Services - March 1997
- Extra Mile Award - 1997
- Customer Accounting Supervisor of the Year - 2000
- Team Effectiveness Award – Billing Team - 2000
- Team Effectiveness Award – Meter Reading Team - 2001

Project Management Experience

- Automated Metering Initiative - Converted mechanical water meters to Smart Meters, expanded from $20M to a $80M project covering the entire utility.
- Billing and Delinquent Notices Printing Contracts - Managed multiple printing and mailing contracts.
- Manual Meter Reading Contracts - Coordinated contracts for manual meter reading.
- Utility Franchise Acquisitions - Led acquisitions for multiple utility franchises, serving as billing and meter reading SME.
- System Conversions and Upgrades - Managed system migrations and upgrades, including Oracle CCS and ITRON MV-RS.
- Customer Service Center Coordination - Opened new Brandon Customer Service Center.
- Disaster Recovery and IT Coordination - Led disaster recovery tests and IT upgrades for BSOC Revenue and Accounting section.
- Records Retention Management - Served as Inventory Custodian and Records Retention Manager.

Education

- Bachelor of Arts, University of Florida - December 1987
- Associate of Arts, University of Florida - August 1986
- High School Diploma, Brandon High School - May 1983

Technical Training

- Oracle Utilities Customer Care and Billing v2.1 SuperUser
- National Incident Command System - Levels ICS100, ICS200, and ICS700
- Microsoft Office Certifications - Excel 97, PowerPoint XP, and Outlook 2007
- Novell GroupWise - Basics and Advanced
- NICE Interactive Voice System - Comprehensive training

Human Resources Training

- Diversity, Conflict Resolution, and Harassment Prevention
- Effective Responses to Emotional Situations
- Leadership Development Program
- Active Shooter Training
- Records Retention

Media Appearances

- Tampa Tribune - May 1994, topic - Watering violations and Conservation Measures
- St. Petersburg Times - July 24, 2003, topic – Estimated Billing Procedures and effects.
- Kurrant.com – January 19, topic - LoRa/Wan communications, connecting smart water meters with the IoT. Link)

FOR REVIEW

Managing the Contract

National Metering Services, Inc. (NMS) is committed to timely, efficient, and courteous business practices. Our personnel are highly trained, experienced, and motivated professionals in their respective administrative and technical fields.

A qualified NMS project manager will be on-site at all times, directly supervising the project and available via cellular phone for any meter installation-related emergencies.

Timely and effective communication is crucial to project success. NMS recommends that all project announcements from the Utility include our website address: www.nmsnj.com. This allows customers to access additional project information, product details, and general information about the work being performed in their community. A dedicated project webpage will be created, featuring project details, uniform samples, and a statement of work.

Customer service hours are Monday through Friday, 9:00 am to 5:00 pm. Installation hours are Monday through Friday, 8:00 am to 5:00 pm.

Upon receiving the Notice to Proceed, NMS will immediately:

- Secure appropriate office and storage space to meet contract requirements.
- Establish local telephone and fax services.
- Set up a computer system.
- Consult with the Human Resource Manager regarding the local labor pool.
- Conduct background checks on potential support staff candidates.
- Prepare customer notifications.
- **Begin Mobilizing Crews to commence work within the 30 days following the issuance of the NTP.**

During regular business hours (8:00 am to 5:00 pm), our office staff will handle all customer calls. If a customer request cannot be resolved by customer service, the office manager will personally address the situation. An after-hours emergency contact number will be available through our answering service.

FOR REVIEW

Project Approach

This project encompasses the replacement of meter boxes, components, valves, and check valves. Prior to any excavation, a "call before you dig" (811) request will be made to mark all underground utilities in the work area. All meter boxes will be excavated manually.

Each crew will consist of one worker. One foreman will be on location to manage the crew. With a target of five complete meter box replacements per crew per day, the combined efforts of each will replace a total of 25 meter boxes daily, totaling 125 per week. Based on this productivity rate, Phase 1 is estimated to reach substantial completion in 20 weeks. Crew size and productivity can be adjusted to accommodate a more aggressive or less demanding project schedule, depending on the community's specific needs.

During the replacement process, the water service line material composition will be recorded from the water main to the meter box and from the meter box to the home. This data is required by Revised LCRR for reporting to the State of Florida. GPS coordinates of each meter box will be captured using ArcGIS data collection at the time of installation.

Daily site cleanup and spoil disposal will be conducted in accordance with contract requirements. Scrap iron will be delivered to the designated area for the community's recovery program. All excavated surfaces will be restored to pre-installation conditions, documented with before-and-after photographs.

A comprehensive photographic record will be maintained. Before excavation, a pre-installation photo will be taken, including an identifying plaque with the address and surrounding area's current conditions. The inside of the existing meter box will also be documented digitally. Post-installation photos will capture the restored site and the newly installed equipment. Cleanup and all necessary paperwork will be completed before the crew leaves the site.

Project progress will be tracked and accessible via our proprietary Data Manager Software and customer portal. Data will be uploaded live from the field, enabling Community staff to monitor progress step-by-step.

Prior to construction, a joint introductory letter from Gateway Service Community Development District and National Metering Services will be mailed to residents, announcing the project and outlining the work to be performed. A dedicated FAQ page will be created on the NMS website, accessible via a QR code included in the mailed notice. This FAQ page will also feature a reciprocal link back to the Gateway Services Community Development District project page (optional) to reinforce the project's legitimacy and align with the information provided to residents.

FOR REVIEW

Pre-approved Schedule

The Utility will be provided with a schedule of work from NMS which will contain proposed site locations and timetables prior to the commencement of any work. To reduce the possibility of interfering with meter reading schedules, the schedule will be updated on a monthly basis and submitted to the Utility for discussion and approval. The schedule will be in a sequence approved by the Utility.

Installation

Scheduling will be done so as to minimize interference with ongoing meter reading and billing schedules.

NMS will assist the Utility in developing a written notice to residents to be mailed in advance of the work commencing and explaining the purpose of the contact. NMS will create a webpage detailing the Meter Box Modernization Project. NMS will reciprocate web links with the Utility. All printed material provided by NMS to customers will be pre-approved by the Utility and will provide our web address and toll-free numbers. Customers may obtain additional program information by calling us or visiting the web. Below is an example of the mailer. The following three pages are examples of additional project advertisement material and appointment scheduling tools offered in our proposal.

SAMPLE

Important Notice: Water Meter and Meter Box Upgrade Project

Dear Resident,

To enhance the quality and reliability of your water service, Gateway Services Community Development District has partnered with National Metering Services, Inc. to upgrade your water meter box, and meter setting equipment. This upgrade will be completed at *no cost to you.*
The water meter box is located outside your home, and access to your home's interior is *not required*. All meter boxes, and related equipment will be upgraded .

National Metering Services technicians will be working in your area over the next three weeks. All installers will wear visible ID badges and uniforms. They will be working door-to-door to complete the upgrade.
If you are not home at the time of the upgrade, you will receive a notice confirming the completed work and providing instructions for flushing your water line.
Thank you for your cooperation in this important service improvement project.
For more information, please visit [NMS Website Address] or scan the QR code below:

For more project information visit www.nmsnj.com (QR scan code).



FOR REVIEW

Installation

All meter box or pit installation work will be carried out in a first class and professional manner. Meter boxes will be dewatered, and have all sand/debris removed and disposed per the contract directives. Lids will be drilled to accommodate the meter antennae where applicable.

All meters being reinstalled will have the old gaskets removed and new ones installed. The meter register and RF unit will be left as found. A manual meter reading will be taken off of the meter by visual read, and all existing meter data IE size, Serial Number, Model, Manufacturer and RF number will be verified and recorded. Meter **re-installation** data will be electronically captured during the installation process and uploaded "Live" to the NMS database with all installation photos and data with our **Field Service Installation Tool**. The **NMS Customer Portal** provides the Water Utility with "Live" updates from the field as meters are installed. All meter installation data can be reviewed. The installation data is not available for download into the Water Utility 's network until the data is confirmed by NMS Customer Service.
Water Utility Staff can also monitor the progress of the project via our portal and track the following: Appointments scheduled, Appointment dates, Customer Refusals, Bad Plumbing, Customer Mailing (notices) dates, meter testing, and if applicable **Live Reads** coming in from the DCU and linked to the appropriate account. The **NMS Customer Portal** is a secure web based and runs independent of the meter reading and billing software the Water Utility utilizes. NMS IT Provides access credentials to Water Utility Staff working on the program and authorized by Water Utility Management.
Samples of the **Customer Portal**, and **Field Service Installation Tool** can be found in the Data integration and IT section of our proposal.

All meters re-installed will be tagged with the account information, date and badge number of the installer.

FOR REVIEW

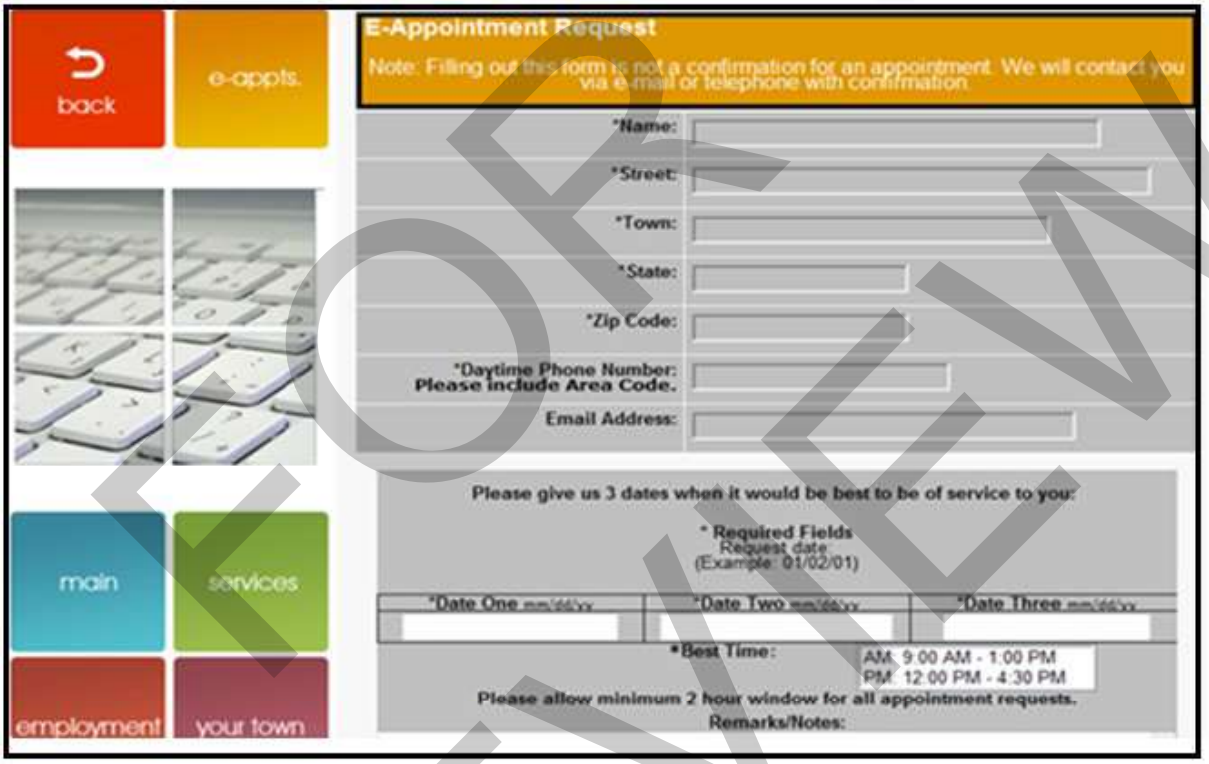
NMS is a Preferred Installation Contractor for United Water/Suez, American Water, Middlesex Water and Tide Water Utilities. NMS also provides meter exit testing services to these private utilities as part of their water accounting compliance requirements to the Board of Public Utilities or the New York State Department of Public Service. National Metering Services, Inc. also has reciprocal tank and bench certifications from other states. We included this service with our proposal to the Utility.

National Metering Services, Inc., provides a navigation friendly web page, for the Utility customers to access. Samples of the Home Page, Project Page and E-appointments Page are detailed on the subsequent pages.

National Metering Services, Inc. also utilizes our web page as a customer service tool. We strive to make the meter exchange or upgrade a cooperative and an accomadating experience for the customer.

FOR REVIEW

Sample: E- Appointment Request Form @ www.nmsnj.com



FOR REVIEW

Customer Service Unit

National Metering Services, Inc. provides a full time, fully staffed, customer service unit. We maintain sufficient phone lines to handle large volumes of calls during peak periods. The phone system that is employed utilizes a hunt or "rolling" system where customer calls are routed to the next open or available phone line. This prevents customers from receiving a busy signal or message to please call later. All efforts are made to keep wait or holding times to less than one minute. Should a customer be placed on hold for any reason our automatic customer service messaging system advises customers of services available, internet appointment scheduling, and information required to assist us in scheduling their appointment.



Appointments are scheduled to be within a two hour window and special appointment times are provided to customers requesting a specific or exact time. Special needs appointments will be treated on a case by case basis.

Customers who schedule appointments are called 24 hours prior to the scheduled appointment for confirmation and as a courtesy reminder.



Customer Service staff are in direct radio or cell phone contact with Field Services and can direct technicians to customers requiring immediate attention or for any urgent call.

Photos of final reads are immediately accessable to Customer Service after upload, via our internet based digital photo recovery system. This tool serves as an important means of verifying an exit reading prior to a meter retrofit or replacement.

All customers will be direct mailed notices of the meter upgrade. Approximate dates crews will be working in their respective neighborhoods will be provided with additional project information, contact information and our internet address with instructions on obtaining additional information about the upgrade program, NMS, and the equipment being used.

FOR REVIEW

Data Preparation, Data Entry and Information Technology (IT)

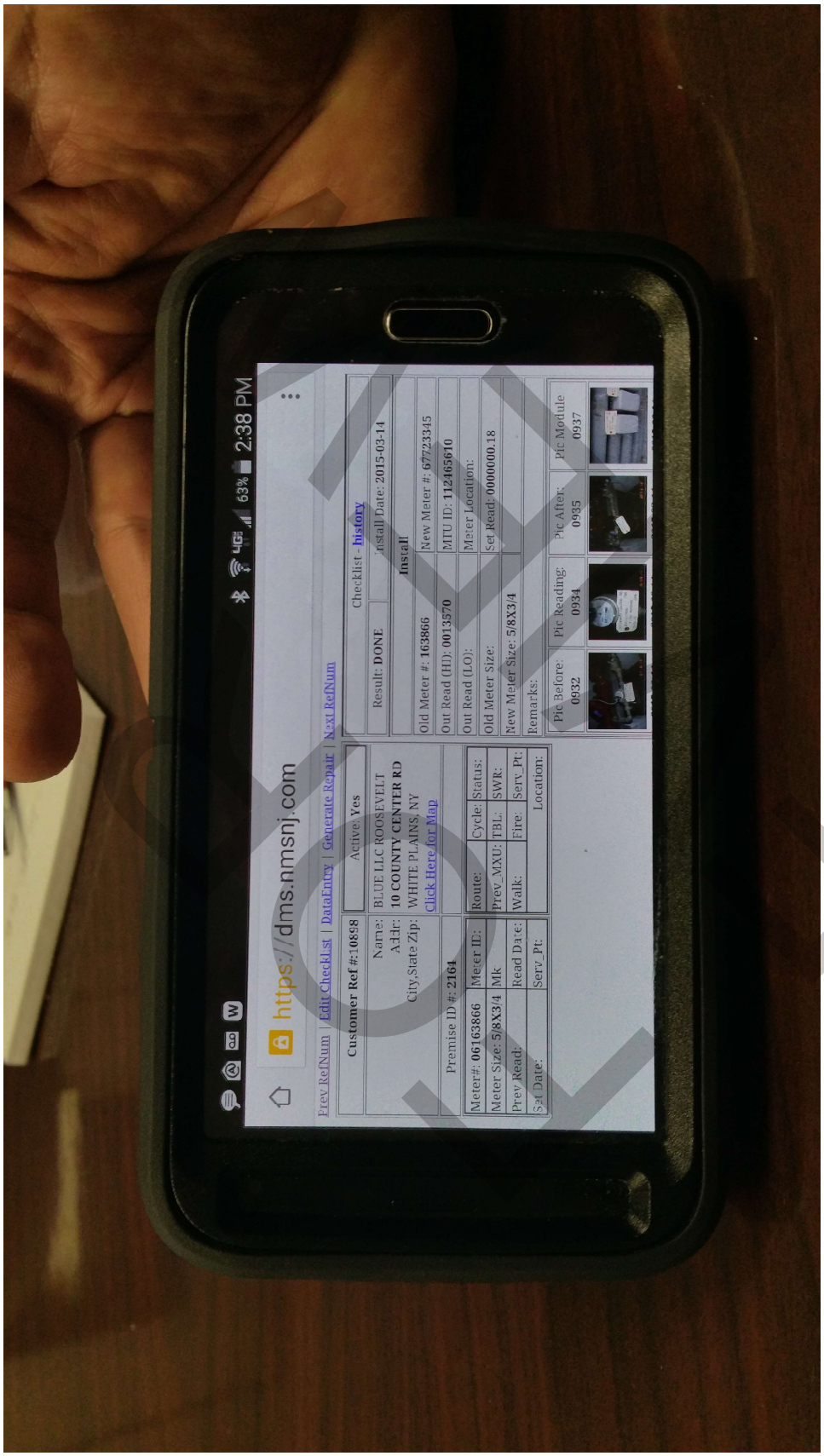
With the customer account information provided by the Utility, National Metering Services, Inc. will create a new customer database, and generate workorders. Customer data is cleansed and processed into our custom SQL Based Data Management Program – Basic Accounting Billing utility (BABU). Once integrated into BABU, NMS IT staff create workorders, mailing list, customer notices and the meter installation database. NMS also utilizes the power of the BABU System to track inventory by size, type, application, new meter test data and stock quantities. This data is sent to us by the meter manufacturer once meters are shipped from the factory.



NMS creates a format where the information is printed in both analog characters and in barcode on the work order. The barcode customer information speeds data entry and processing while reducing critical errors in the new and old data being uploaded into the Utility's customer database. All new meter information is scanned into the database for the appropriate account. Data is posted "live" as entered into the Customer Portal. Once in the Customer Portal it can be reviewed individually as needed by Town Staff or downloaded in batches into Utility's billing program software.
*Note your billing company may charge to interface with the Customer Portal Download feature. Utilizing the Customer Portal Download feature will prevent Utility staff having to re-enter all of the meter replacement data manually, and will reduce labor costs and data entry errors.
NMS Field Services records all new meter information at the installation location, out meter data and final meter reading. Field Services also confirms current Utility customer data, such as meter size, type and serial number while at the service address. Any descrepencies in the data such as mismatching meter numbers are logged on the work order and confirmed before being entered into the database. Items as identified are logged into a report and a copy forwarded to the Utility clarification or confirmation as required.

All completed meter information data is processed and entered into our central database at our main processing facility in Clermont, FL.
Regular electronic updates will be available directly to the Utility on a daily basis through the Customer Portal.

FOR REVIEW



Sample of the Field Service Installation Tool

Sample Field Service Tool Data Entry Screen

National Metering Services, Inc. babu³

Edit Workorder | CARD

Customer Ref #:100	Active: Yes
Name: **BARRERA, ALBA ELVIA** Addr: **805 ABETO CIR** CSZ : **EAGLE PASS, TX 78852**	1*
Route: **04** | Book: **27**	Acct #: **27-4700-00**

Install

Repair Date:	2*
Tech ID: 776	
Tech2 ID:	
Time In:	
Time Out:	
Inf Card:	
Parts:	
Pic WO Card: Choose File No file chosen	

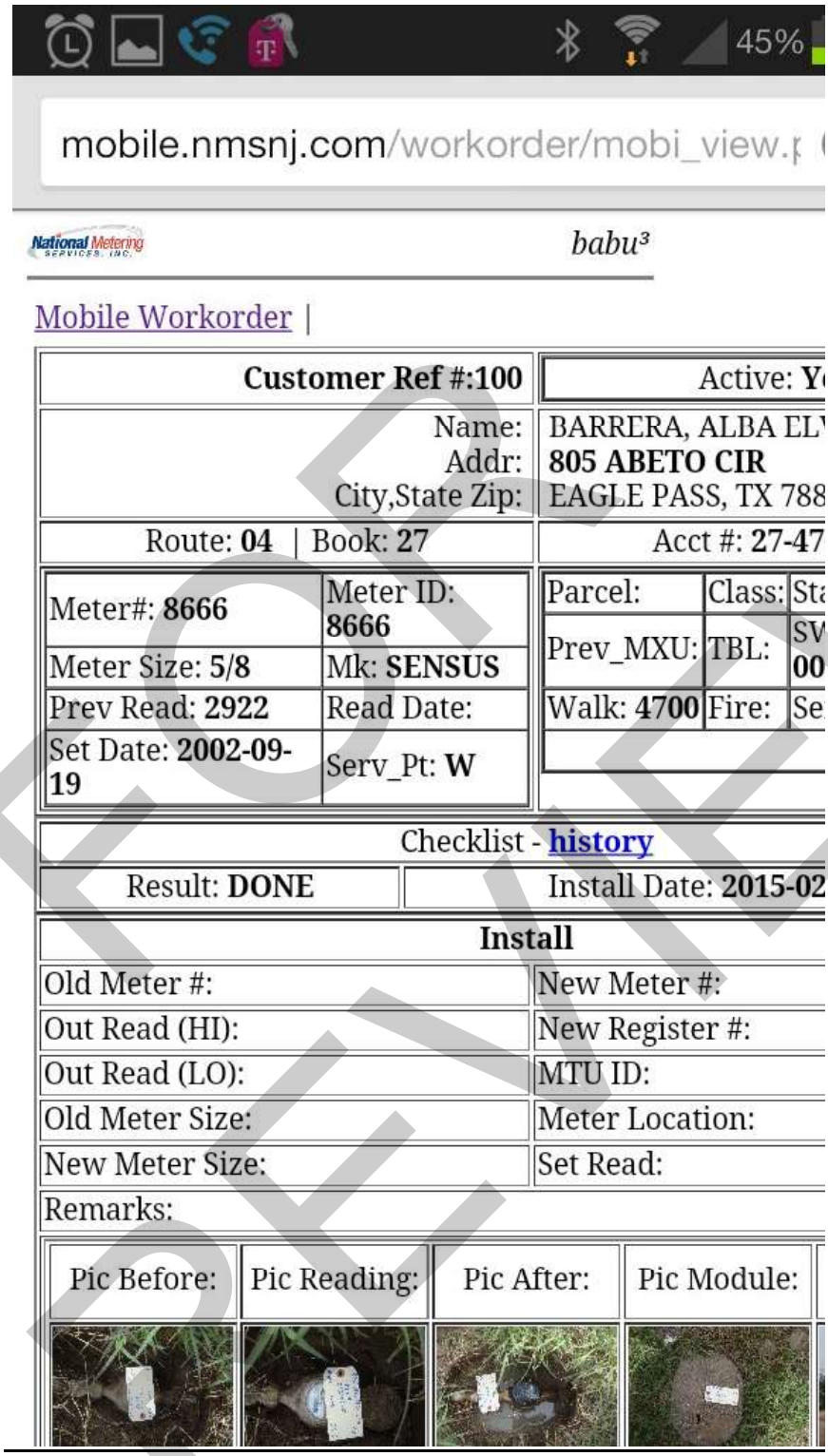
Proceed to Review

1) **Customer information block** – Water service customer[WSC] information (source data provided by utility)

2) **Install block (CARD) –** Additional supporting installation information, contains fields necessary for documenting repairs, technician company ID's, installation start/end time, infrastructure support with parts used detail and a support picture of the paper workorder filled out by the technician.

FOR REVIEW

Sample Field Service Tool Data Entry Screen Updated Complete



45%

mobile.nmsnj.com/workorder/mobi_view.p

National Metering Services, Inc.

babu³

Mobile Workorder |

Customer Ref #:100	Active: Y
Name: Addr: City,State Zip:	BARRERA, ALBA EL **805 ABETO CIR** EAGLE PASS, TX 788
Route: **04** | Book: **27**	Acct #: **27-47**

Meter#: **8666**	Meter ID: **8666**	
Meter Size: **5/8**	Mk: **SENSUS**	
Prev Read: **2922**	Read Date:	
Set Date: **2002-09-19**	Serv_Pt: **W**	

Parcel:	Class:	Sta
Prev_MXU:	TBL:	SV **00**
Walk: **4700**	Fire:	Se

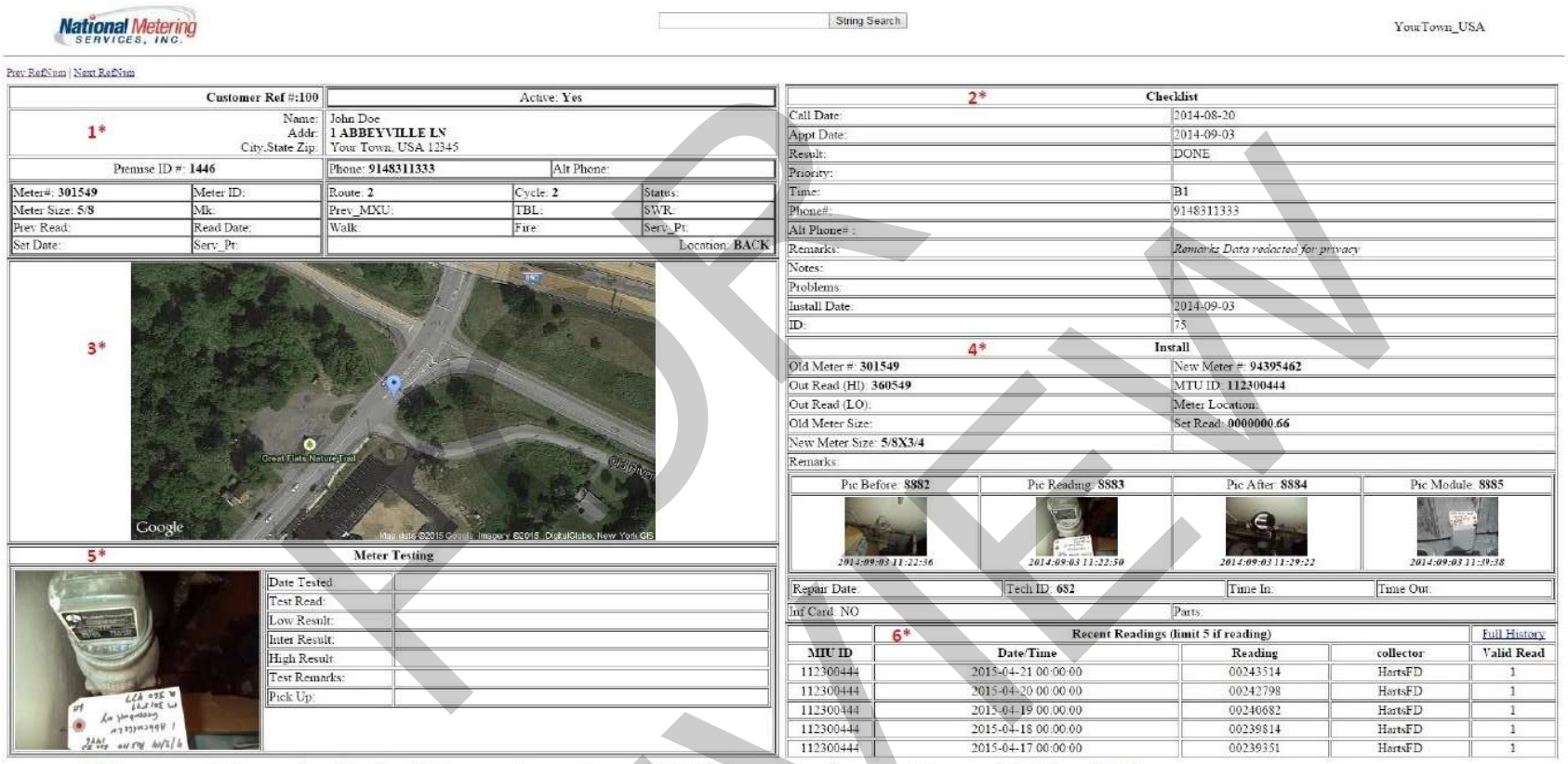
Checklist - **history**

Result: **DONE**	Install Date: **2015-02**

Install	
Old Meter #:	New Meter #:
Out Read (HI):	New Register #:
Out Read (LO):	MTU ID:
Old Meter Size:	Meter Location:
New Meter Size:	Set Read:
Remarks:	

Pic Before:	Pic Reading:	Pic After:	Pic Module:

PREVIEW



National Metering SERVICES, INC.

String Search

YourTown_USA

Prev RefNum | Next RefNum

Customer Ref #:100		Active: Yes		
1*	Name: John Doe Addr: 1 ABBEYVILLE LN City,State Zip: Your Town, USA 12345			
Premise ID #: 1446		Phone: 9148311333	Alt Phone:	
Meter#: 301549	Meter ID:	Route: 2	Cycle: 2	Status:
Meter Size: 5/8	Mk:	Prev_MXU:	TBL:	SWR:
Prev Read:	Read Date:	Walk:	Fire:	Serv_Pt:
Set Date:	Serv_Pt:			Location: BACK

3*

Great Flats Nature Trail

Google

Map data ©2015 Google, Imagery ©2015 , DigitalGlobe, New York GIS

5* Meter Testing

Date Tested:	
Test Read:	
Low Result:	
Inter Result:	
High Result:	
Test Remarks:	
Pick Up:	

2* Checklist	
Call Date:	2014-08-20
Appt Date:	2014-09-03
Result:	DONE
Priority:	
Time:	B1
Phone#:	9148311333
Alt Phone# :	
Remarks:	*Remarks Data redacted for privacy*
Notes:	
Problems:	
Install Date:	2014-09-03
ID:	75

4* Install	
Old Meter #: 301549	New Meter #: 94395462
Out Read (HI): 360549	MTU ID: 112300444
Out Read (LO):	Meter Location:
Old Meter Size:	Set Read: 0000000.66
New Meter Size: 5/8X3/4	
Remarks:	

Pic Before: 8882	Pic Reading: 8883	Pic After: 8884	Pic Module: 8885
2014:09:03 11:22:56	2014:09:03 11:22:50	2014:09:03 11:29:22	2014:09:03 11:39:38

Repair Date:	Tech ID: 682	Time In:	Time Out:
Inf Card: NO		Parts:	

6* Recent Readings (limit 5 if reading) — Full History

MTU ID	Date/Time	Reading	collector	Valid Read
112300444	2015-04-21 00:00:00	00243514	HartsFD	1
112300444	2015-04-20 00:00:00	00242798	HartsFD	1
112300444	2015-04-19 00:00:00	00240682	HartsFD	1
112300444	2015-04-18 00:00:00	00239814	HartsFD	1
112300444	2015-04-17 00:00:00	00239351	HartsFD	1

1) **Customer information block** – Water service customer[WSC] information (source data provided by utility)

2) **Checklist –** Queries the status of a WSC (Appointment, Completed, Not Updated, Problem, etc.) including appointment & installation dates and appointment times.

3) **Map –** GPS coordinates plotted on a Google map for a WSC address.

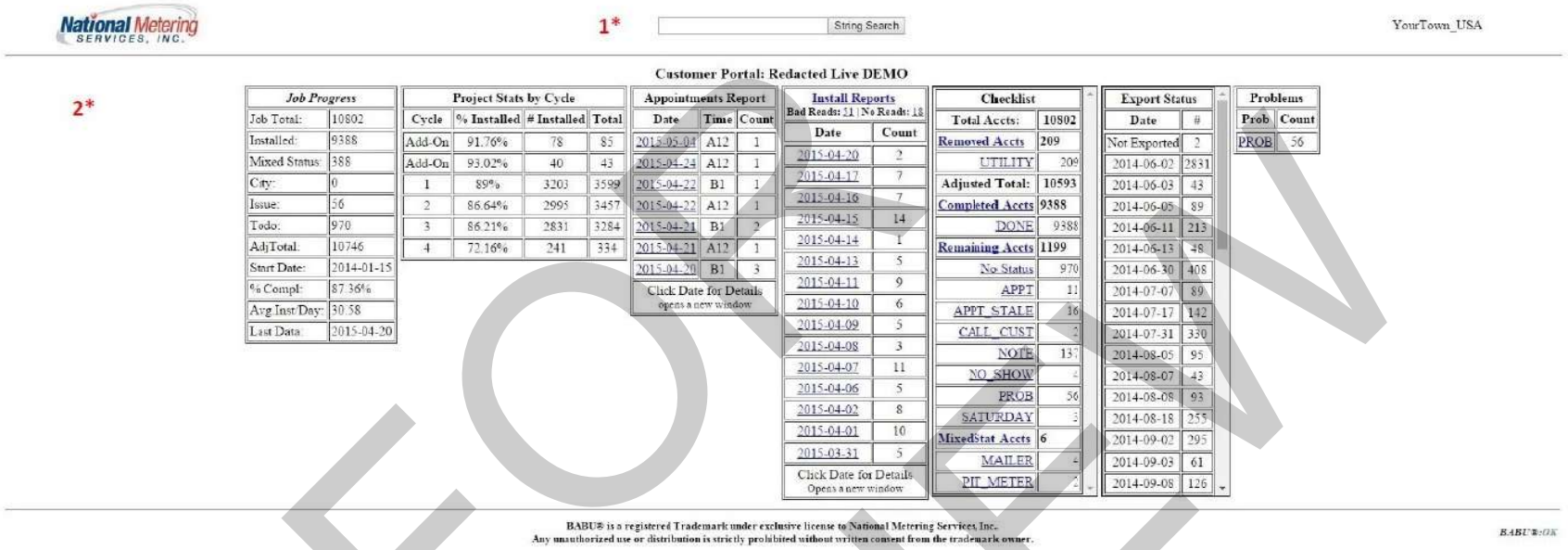
4) **Install –** WSC Exit Meter Information and New Meter installation data, including photos (Before, After, Reading, Module) and individual photo EXIF date/time

5) **Meter Testing –** WSC Exit meter testing data.

6) **Recent Reads** – Last (5) readings of meter reported to AMR/AMI system. (Full History available)

PDF REVIEW

Sample Customer Portal Record View



1) Complete Database String Search
2) Customer Project Progress Reports – Blocks in this view can be enabled / disabled by customer request. Sample blocks include (but not limited to):
    a. **Job Progress** – Quick summary of entire project.
    b. **Project Stats** – Completed installations by Utility's reading order (i.e. cycle, route, book, zone, city).
    c. **Appointments Report** – Scheduled appointments (2 week lead).
    d. **Install Reports** – Installation reports by day, and date range. Includes meters with no recent DCU reads in addition to bad DCU reads.
    e. **Checklist** – Complete Project Checklist broken down by individual record status.
    f. **NMS Export / Billing System Import** – Completed Installations Export Status, enables the Billing Utility or County Staff to track data that has been completed and uploaded into the billing system.
    g. **Problem Report** – Report on meters that could not be installed (i.e. Can't Locate Meter Pit, Customer Refusal, Bad Dog)

FOR REVIEW

Customer Portal Description

National Metering SERVICES, INC.

163 Schuyler Ave, PO Box 491, Kearny, NJ 07032 | (201) 246-1115 Phone | (201) 246-1831 Fax | (888) 448-0009 Toll Free

NMS REPORT - Greenburgh_NY From: 2015-04-15 to 2015-04-15 : Completed Installations: 14 | Modify Report Range. Start Date: 2015-04-15 End Date: 2015-04-15 Update

Num	Date Installed	Inst Type	Book	Acct#	Customer Name	St #	Dir	St Name	Apt	Old Meter # Provided	Meter Sz	Meter # Found	Old Meter Read	New UME#	Seal #	New Meter Size	Set Read	Radio #	Radio Config TS	Radio Config Results	Last Read >24hrs?	Last Read TS	Last Read	Remarks
380	2015-04-15			710	John Doe	235		ARDSLEY RD		306384	1	306384	313907	53252664		1	0000000.00	112465026			YES	2015-04-21 00:00:00	00008064	
1416	2015-04-15			12308	John Doe	280	N	CENTRAL AVE		306815	2	306815	312493	53252679		1	0000000.00	112447736			YES	2015-04-21 00:00:00	00155985	
3167	2015-04-15			14920	John Doe	0		FIELDSTONE DR		353885	3	353885	23323200	70293801		3	00000243.7	112469936			YES	2015-04-21 00:00:00	00000296	
3168	2015-04-15			15048	John Doe	0		FIELDSTONE DR		07025129	2	025129	47124800	53252662		1	0000000.00	112364240			YES	2015-04-21 00:00:00	00340982	
3169	2015-04-15			14906	John Doe	9		FIELDSTONE DR		384814	3	384814	63392400	70293803		3	00000638.4	112469962			YES	2015-04-21 00:00:00	00003310	
3171	2015-04-15			15050	John Doe	26		FIELDSTONE DR		306779	2	306779	0686850	53252657		1	0000000.56	112469926			YES	2015-04-21 00:00:00	00354674	
3172	2015-04-15			15046	John Doe	29		FIELDSTONE DR		343458	4	343458	14317000	70298924		4	00000266.0	112468368			YES	2015-04-21 00:00:00	00004975	
3173	2015-04-15			15052	John Doe	55		FIELDSTONE DR		54262215	1 1/2	262215	16443514	53252658		1	0000000.73	112469954			YES	2015-04-21 00:00:00	00348162	
3174	2015-04-15			15054	John Doe	59		FIELDSTONE DR		306568	1 1/2	306568	2905300	53252704		1	0000000.63	112465590			YES	2015-04-21 00:00:00	00145613	
4061	2015-04-15			13426	John Doe	63		HARVARD DR		305022	5/8	305022	208108	67723301		5/8X3/4	0000000.16	112465016			YES	2015-04-21 00:00:00	00000538	
7193	2015-04-15			14938	John Doe	0		PINEWOOD RD		14087142	3	087142	31305300	70293799		3	00000269.4	112464064			YES	2015-04-21 00:00:00	00004436	
7333	2015-04-15			7548	John Doe	203		PONDSIDE DR		166207	1	166207	110537	53252660		1	0000000.00	112463754			YES	2015-04-21 00:00:00	00005111	
9249	2015-04-15			11266	John Doe	7		THERESA LN		306236	1	306236	229142	53252663		1	0000000.00	112463662			YES	2015-04-21 00:00:00	00021632	
9723	2015-04-15			1318	John Doe	39		WALBROOKE RD		304388	5/8	304388	307439	67723302		5/8X3/4	0000000.00	112443820			YES	2015-04-21 00:00:00	00008364	

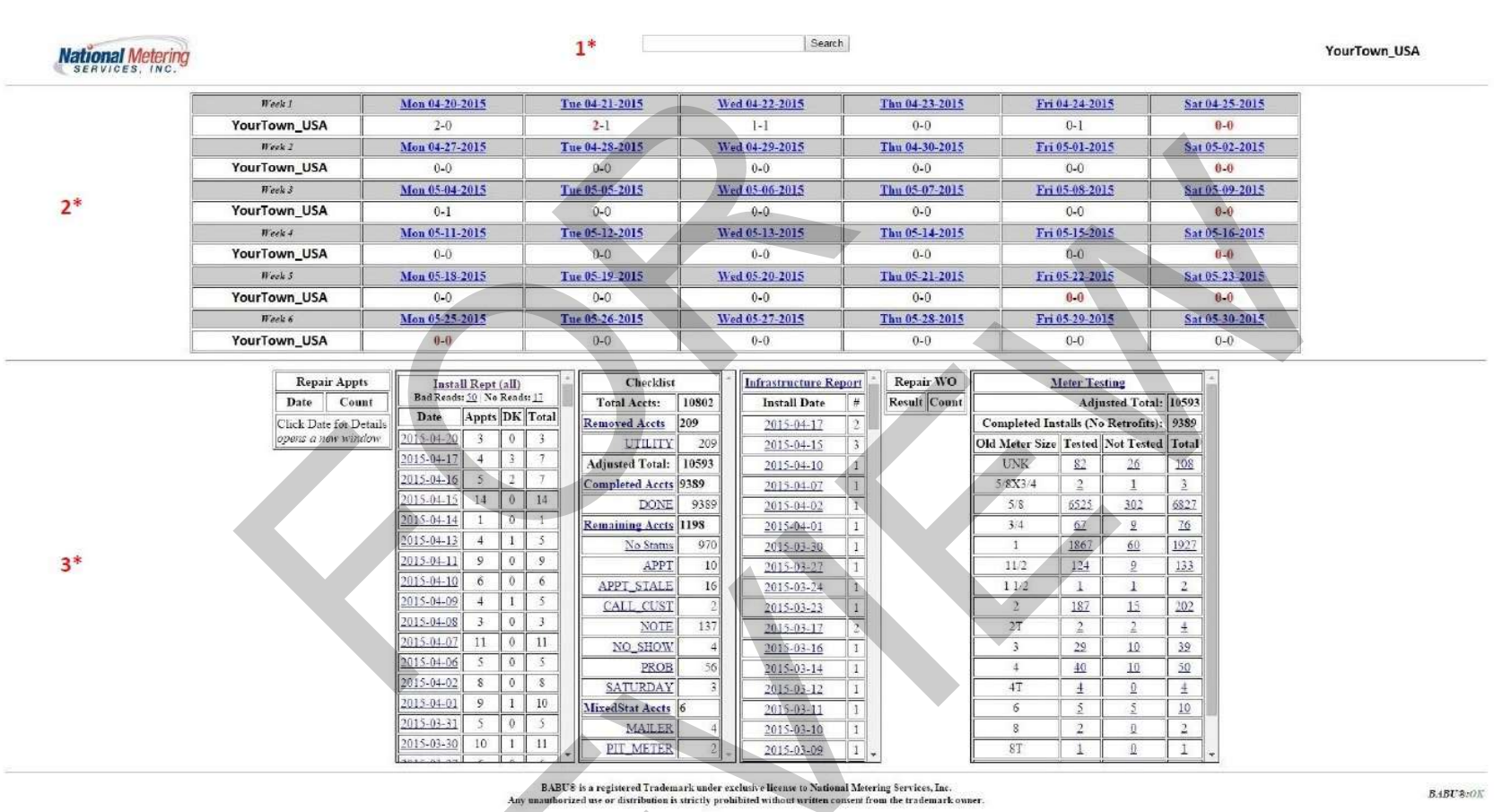
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Any unauthorized use or distribution is strictly prohibited without written consent from the trademark owner.

BABU®.OK

A spreadsheet hardcopy detail is submitted with all pay requests. The dates can be changed on the report at will for maximum flexibility. This information is also available through the portal via the "Install Reports" hyperlink. This streamlines the process for confirming data in a pay request by utility staff.

FOR REVIEW

Install Report Description



1) Complete Database String Search
2) Appointment Status Bar AM/PM by Date (6 week lead)
3) Project Progress Reports (Repair Appointments, Daily Installation Report with counts for appointments and door to door solicitation, Project Checklist, Infrastructure Report, Issued Repair Workorders, Exit Meter Testing)

PRE REVIEW

Customer Portal Main Menu Screen View

Field and Service Personnel



a.) All NMS personnel assigned to the project will be in company uniform, have a picture ID and wear a meter installer badge indicating the Utility's project. All installers will be registered with the local Police Department prior to commencement of the project.

b.) NMS will provide a list of personnel assigned to the project including the chain of command and daytime telephone numbers. This list will be provided prior to commencement of any work.

c.) NMS enforces strict discipline and good order among its employees. All employees always have a background check performed on them and a copy will be forwarded to the Utility.

d.) In the event the Utility notifies NMS in writing of any person whose work is, in its opinion, careless, incompetent, disorderly or otherwise unsatisfactory, such person will be discharged from working on this contract and will not again be employed on this contract.

e.) NMS employees are routinely tested for substance or alcohol abuse as allowed by law. NMS provides a safe and drug free work place and enforces a zero tolerance policy. NMS employees are screened for substance abuse at time of hire and then continually by lottery or complaint.

f.) All NMS Field Service Staff are OSHA 10 Certified and Confined Space Certified. New hires are required to complete the OSHA 10 courses at the time of employment. *See attached NYS DOL Notice - Labor Law §220, section 220-h.

g.) NMS employees will not and are not permitted to solicit work from Water Utility customers during the term of the contract, including a period of 1 year after substantial completion of the project.

FOR REVIEW

Vehicle Identification

All NMS vehicles have company identification permanently displayed on their vehicles. All hired vehicles or privately owned vehicles used for the project will have appropriate signage identifying the vehicle as a NMS service vehicle with contact information clearly displayed including toll free number and website. All vehicles owned or hired will be registered with the local Police Department and a detail of the service vehicle will be provided to the Water Utility. The detail must be updated when vehicles enter or are removed from the project

Working Hours

a.) Work performed under this contract will be performed between 8:00 AM and 5:00 PM, Monday through Friday.

b.) Customer Service Hours are Monday – Friday 8:00 AM to 5:00 PM.

c.) NMS Customer Service operates a 24 hour Emergency Hotline in the event of a reported leak or installation issue.

FOR REVIEW

Qualifications / Training

a.) All installation work will be first class in all respects. Employees thoroughly experienced in meter work will perform the installation of the gas, water meter and electric meters.

b.) A combination of class room and field training is incorporated into our training methodologies to ensure that our employees are capable of professional quality work.

c.) Only employees of National Metering Services, Inc. will be utilized on this project; No subcontractor will be hired for this project.

System Integration

NMS will utilize our computerized tracking system that coordinates scheduling with actual production totals and the monthly payment requests. This system will be fully integrated with all phases of scheduling, production, customer contact documentation, inspection, and accounting. It will be capable of providing the Utility with a hard copy and an electronic copy of monthly production, status and problem accounts.

This report will be made available to the Utility and submitted with pay requests.

Project Office and Storage Facilities

a.) Ample storage facilities for all company materials, equipment, tools and supplies required for operations will be provided by NMS.

b.) Office space for staff and telephone to receive customer calls and process meter installation data will also be provided by NMS.

Time Table

National Metering Services, Inc will strictly adhere to the contract timelines as stipulated in the proposal documents. Any deviation – increase or decrease in installations will be done in conjunction with the Utility.

FOR REVIEW

Installation Warranties

All installation work performed under this contract will be guaranteed AS SPECIFIED IN PROJECT PLANS.
Leaks reported AS SPECIFIED IN PROJECT PLANS, will be repaired by the contractor at no additional expense to the Utility or its customers.

Summary of National Metering Services Proposal

Items included in the unit cost:

- ✓ Meter Installation Labor –Prevailing Wages, certified payrolls – NMS is familiar with Davis Bacon and has extensive experience working with Davis Bacon aka Prevailing Wage Programs throughout the United States
- ✓ All transportation, fuel and insurances, installer uniforms, tools and equipment required for installation and testing of meters
- ✓ 1 customer notices by US mail
- ✓ Gaskets and ancillary items related to meter re-installation services
- ✓ Installation Photos – Before, Reading (old meter), After (installation of New) and remote mount – appended to database installation records in MDM or DM – copies/access provided to the Water Utility.
- ✓ Warranty for leaks reported after installation of meter box – 30 days
- ✓ Repair or replacement of plumbing damaged during the meter installation IE: any broken fittings, valves or piping that occurred during the meter replacement
- ✓ Responsible for any damage to meters or fittings due to cross threading, over tightening of couplings
- ✓ Printed materials and Postage - Customer Notices (1) & Work orders, call back cards with flushing instructions
- ✓ Data base creation and management of meter installation data. Data entry – All new meter information will be uploaded into our database for electronic transfer to the Water Utility. *The Water Utility will be responsible for any interface charges from their proprietary billing company.*
- ✓ Call Center –center will also be able to assist customer with questions about the new system
- ✓ E-Appointments – Internet appointment scheduling tool for resident to use
- ✓ Customer Portal – NMS will provide the Water Utility access to our database via the internet so actual installation records, including photo's, can be reviewed and accessed by staff as needed during the project. NMS will keep the portal active for a period of 1 month after final completion of the project. Should the Water Utility desire to continue to access hosted account data NMS would be able to provide same under a separate hosting agreement.

FOR REVIEW

Quality Control and Testing Policies

NMS will supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The sole responsibility for the means, methods, techniques, sequences and installation work will lie with NMS. NMS will be responsible to see that the finished work complies accurately with the Contract Documents. NMS will be responsible for meeting all applicable codes associated with all aspects of the installation.

NMS will test each meter installation upon completion with factory certified equipment. After installation, the AMR device will be programmed or tested with handhelds authorized by the manufacturer for testing and programming meter equipment. NMS will provide its own programming equipment to its installers. The programming equipment is and will remain the property of NMS.

Our Project Managers and Field Supervisors routinely check work performed in the field to verify quality installations. We have the knowledge and equipment to repair any damage incurred to service or customer piping during the change-out process.

FOR REVIEW

Some of the key features included in our proposal that we would like to bring to the attention of the committee:

- **Certified Exit Meter Testing** –***Included*** **-** National Metering Services, Inc. is certified by state governmental entities to test water meters. Exit testing of the meters being replaced is a practical solution in accounting for water loss due to under registration of the older meter system. This data can also be used to address customer complaints about higher water bills after the new system is installed. The test data is compiled into an electronic database for easy reference. It is also used to generate revenue recovery forecasts.
- **Longevity** – NMS is a specialty service contractor with over 20 years in the meter installation industry as National Metering Services, Inc. The combined experience of both principles of NMS exceeds 60 years.
- **Ultimate Turnkey Solution** – NMS is experienced in providing utilities turnkey solutions that are unique to the individual needs of the Client. NMS partner's with utilities around the country and selects what it understands to be the best available solution based on the specifications and needs of the utility. NMS employs its own team of Meter Professionals to work with the utility on the project. NMS project managers are available in person to the utility staff and project team as needed and work in close proximity to NMS's installation team for hands-on project progress and supervision.
- **Web Portal and Application** – NMS developed and continues to improve it's own proprietary Meter Data Management application and web portal that was built in-house to offer the most customized and cost effective meter project management solution available.
- **Community Involvement** - NMS initially mans the project with its Florida based crews. Working with the Water Utility Human Resources, local personnel are hired from the project area. The new employees go through installer training and will be assigned to the local project. When the project is complete, the local installer can move with National Metering Services, Inc. to another project. It is NMS' intention to man the project with our existing labor force already experienced with the proposed system. Additional installers will be hired as outlined above.
- **Customer Engagement** – NMS strives to participate in community events and organizations before, during, and after the project. To raise awareness and familiarity with the District's program, NMS will participate and attend community events such as setting up tables for community Farmers Markets, Holiday, charity, organization and government events.
- **Extensive experience** – NMS has experience with all of the latest AMR/AMI Technology available. All of our technicians are highly trained through a series of sessions including, classroom, field and manufacturer. NMS employs over 100 people that work in field deployment roles as well as in support roles in local facilities.

We look forward to working on this project with the District.

FOR REVIEW

Vehicles and Equipment

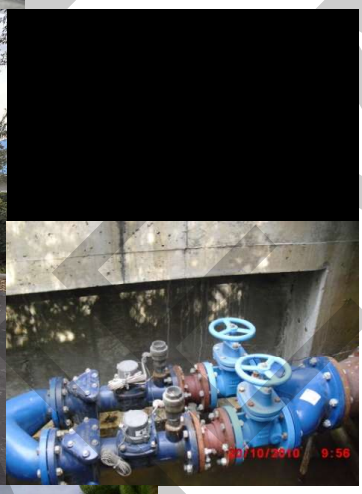














PREVIEW

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

NOTE:

The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.

FOR REVIEW



Certificate of Completion

OSHA PRO'S

America's OSHA Training & Compliance Experts

This Certifies That

william d castle

is awarded this certificate for

OSHA - 10 Hour Construction Industry Outreach

Credit Hours: 10

Completion Date: 11/06/2011 16:16 CST **Certificate Number:** 2137974

Student Signature

Michael Millsap, Trainer C 0034819 and G 0021414

360training.com ♦ 13801 North Mo pac, Suite 100 ♦ Austin, TX 78727 ♦ 888-360-TRNG ♦ www.360training.com

FOR REVIEW

Service – Line Identification & GPS

1. Introduction:

National Metering Services, Inc. (NMS) is committed to ensuring the accuracy and efficiency of water metering systems for utility partners nationwide. In alignment with this commitment, we propose to conduct preinstallation meter surveys to enhance data collection and assess existing infrastructure. This comprehensive proposal outlines the expanded scope of services and methodologies to be employed for the project.



2. Scope of Work:

Our preinstallation meter survey services will include:

Confirmation of service address.
Verification of existing meter attributes:
Make and model of the existing meter.
Assessment of the correctness of meter installation.
Evaluation of meter box and surroundings:
Assessment of curb-stop valve condition.
Determination of the feasibility of modifying existing lids for new antennae installation.
Acquisition of GPS coordinates of the meter box location.
Photographic documentation:
High-resolution photographs of meter box, lid, and surroundings.
Documentation of the make and model of the existing meter, and curb-stop valve condition.
Reporting and recommendations:
Detailed report summarizing all survey findings.
Recommendations for repairs, replacements, or modifications based on survey results.

FOR REVIEW

3. Methodology:

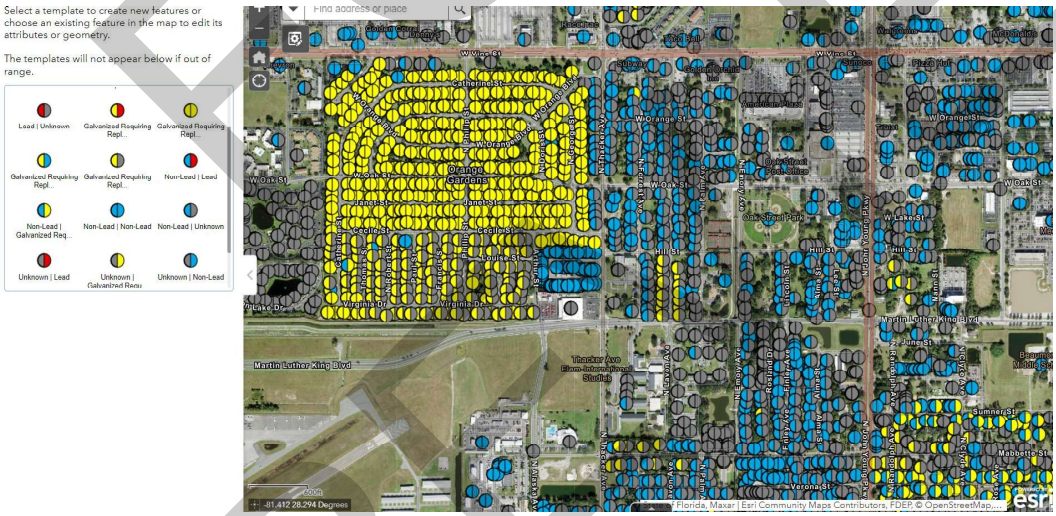
Our team of highly trained technicians will follow a structured approach:

Utilization of specialized equipment to identify meter make, model, and installation correctness.
Thorough inspection of meter boxes, lids, and associated components.
Assessment of the integrity and functionality of curb-stop valves.
Evaluation of the feasibility of modifying existing lids for new antennae installation, ensuring compatibility with utility requirements.

4. Deliverables:

Upon completion of the survey, National Metering Services, Inc. (NMS) will provide:

Comprehensive report detailing survey findings, including meter attributes, installation correctness, curb-stop valve condition, and lid modification feasibility.
Digital files containing GPS coordinates of meter locations for integration into the utility's GIS system.
Photographic documentation showcasing the condition of meter boxes, lids, and surroundings.
Recommendations for necessary actions based on survey results, ensuring optimal performance and longevity of metering infrastructure.



FOR REVIEW

5. Timeline:

Project Start Date: [**TBD**]
Project Completion Date: [**TBD**]

6. Cost Estimate:

Included

FOR REVIEW

Labor Proposal

Description	Quantity	Price Year 1	Price Year 2	Price Year 3	Notes/Comments
Meter Installation Services by Size					
5/8x3/4	1	$ 65.00	$ 72.25	$ 78.00	Meter installation, includes gaskets and sundry items required to install a meter
3/4	1	$ 65.00	$ 72.25	$ 78.00	Meter installation, includes gaskets and sundry items required to install a meter
1"	1	$ 65.00	$ 72.25	$ 78.00	Meter installation, includes gaskets and sundry items required to install a meter
1 1/2"	1	$ 165.00	$ 180.00	$ 192.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter
2"	1	$ 185.00	$ 210.00	$ 225.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter
3" Compound or turbine	1	$ 630.00	$ 660.00	$ 675.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter
4" Compound or turbine	1	$ 840.00	$ 880.00	$ 900.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter
6" Compound or turbine	1	$ 1,260.00	$ 1,320.00	$ 1,350.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter
8" Fireline Meter	1	$ 7,500.00	$ 8,100.00	$ 9,000.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter - and crane truck
10" Fireline Meter	1	$ 9,375.00	$ 10,125.00	$ 11,250.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter - and crane truck
Furnish and Installation Spool Piece					
3" Spool Piece if and where required	1	$ 420.00	$ 450.00	$ 510.00	Built on location, labor included
4" Spool Piece if and where required	1	$ 560.00	$ 600.00	$ 680.00	Built on location, labor included
6" Spool Piece if and where required	1	$ 840.00	$ 900.00	$ 1,020.00	Built on location, labor included
8" Spool Piece if and where required	1	$ 1,680.00	$ 1,760.00	$ 1,920.00	Built on location, labor included
10" Spool Piece if and where required	1	$ 2,100.00	$ 2,225.00	$ 2,450.00	Built on location, labor included
Field Support Services and Labor Charge					
Confined Space or Vault Access - OSHA Monitoring	1	$ 400.00	$ 450.00	$ 480.00	Includes OSHA Reporting, air monitor, safety harness, blower, etc. Police traffic security not included
Dewatering Vault - Pump and operator	1	$ 350.00	$ 380.00	$ 425.00	
Standby time - per hour per technician	1	$ 95.00	$ 105.00	$ 120.00	
Installation Commercial Backflow Preventer					
3"	1	$ 300.00	$ 325.00	$ 360.00	price includes gaskets, bolts and sundry items required to install the unit
4"	1	$ 450.00	$ 480.00	$ 520.00	price includes gaskets, bolts and sundry items required to install the unit
6"	1	$ 625.00	$ 670.00	$ 700.00	price includes gaskets, bolts and sundry items required to install the unit
8"	1	$ 810.00	$ 900.00	$ 945.00	price includes gaskets, bolts and sundry items required to install the unit
10"	1	$ 955.00	$ 1,025.00	$ 1,140.00	price includes gaskets, bolts and sundry items required to install the unit
Installation RPZ					
2"	1	$ 245.00	$ 290.00	$ 320.00	price includes gaskets, bolts and sundry items required to install the unit
3"	1	$ 330.00	$ 360.00	$ 402.00	price includes gaskets, bolts and sundry items required to install the unit
4"	1	$ 510.00	$ 535.00	$ 570.00	price includes gaskets, bolts and sundry items required to install the unit
6"	1	$ 690.00	$ 740.00	$ 770.00	price includes gaskets, bolts and sundry items required to install the unit
8"	1	$ 890.00	$ 1,005.00	$ 1,045.00	price includes gaskets, bolts and sundry items required to install the unit
10"	1	$ 950.00	$ 1,060.00	$ 1,185.00	price includes gaskets, bolts and sundry items required to install the unit
Installation Meter Box with lid & Lid only					
Light/Heavier Traffic 11"x18" DFW37C Cover with TR Hole only	1	$ 8.00	$ 11.00	$ 14.00	**Lid Only**
Light/Heavier Traffic 11" x 18" x12" DFW37C Meter box and Cover with TR Hole	1	$ 75.00	$ 80.00	$ 87.00	**Soft Install - Grass or dirt only**
Light/Heavier Traffic 13"x24" DFW1324C Cover with TR Hole only	1	$ 14.00	$ 17.00	$ 20.00	**Lid Only**
Light/Heavier Traffic 13"x24"x12" DFW1324C Meter box and Cover with TR Hole only	1	$ 80.00	$ 85.00	$ 92.00	**Soft Install - Grass or dirt only**
Light/Heavier Traffic 17"x30" DFW1730C Cover with TR Hole only	1	$ 18.00	$ 22.00	$ 25.00	**Lid Only**
Light/Heavier Traffic 17"x30" DFW1730C Meter box and Cover with TR Hole only	1	$ 88.00	$ 102.00	$ 122.00	**Soft Install - Grass or dirt only**
Grass area/light foot traffic 11"x18" DFW1200 Cover with TR Hole only	1	$ 24.00	$ 27.00	$ 30.00	**Lid Only**
Grass area/light foot traffic 11"x18"x12" DFW1200 Meter box and cover with TR Hole	1	$ 77.00	$ 84.00	$ 92.00	**Soft Install - Grass or dirt only**
Grass area/light foot traffic 16"x22" Jumbo DFW1500 Cover with TR Hole only	1	$ 28.00	$ 34.00	$ 40.00	**Lid Only**
Grass area/light foot traffic 16"x22"12" Jumbo DFW1500 Meter box and Cover with TR Hole	1	$ 115.00	$ 132.00	$ 145.00	**Soft Install - Grass or dirt only**
Installation Curbstop Valve - AY 76100MW-22 - CTS x Meter Swivel					
3/4"	1	$ 95.00	$ 95.00	$ 95.00	
1"	1	$ 105.00	$ 125.00	$ 140.00	
1.5"	1	$ 120.00	$ 125.00	$ 160.00	
2"	1	$ 140.00	$ 165.00	$ 190.00	
Installation Angle Valve - AY 74602B-22 - CTS x Meter Swivel					
3/4	1	$ 95.00	$ 95.00	$ 95.00	
1	1	$ 105.00	$ 125.00	$ 140.00	

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1.5	1	$ 120.00	$ 125.00	$ 160.00	
2					
Installation - OS&Y Valve					
3"	1	$ 450.00	$ 480.00	$ 510.00	
4"	1	$ 600.00	$ 635.00	$ 668.00	
6"	1	$ 750.00	$ 785.00	$ 835.00	
8"	1	$ 850.00	$ 910.00	$ 955.00	
10"					
Installation - Meter AMI/AMR endpoint					
Cellular Radio	1	$ 55.00	$ 58.00	$ 60.00	
AMR Radio	1	$ 55.00	$ 58.00	$ 60.00	
Pit Antennae - replace or install labor only	1	$ 22.00	$ 25.00	$ 30.00	
Installation - Misc. Material					
Meter Couplings	1	$ 45.00	$ 52.00	$ 60.00	
Meter Yoke	1	$ 65.00	$ 70.00	$ 85.00	
Expansion wheel	1	$ 35.00	$ 35.00	$ 35.00	
Meter Riser	1	$ 30.00	$ 35.00	$ 38.00	
Extra Wire	1	$ 10.00	$ 10.00	$ 10.00	Gel Caps Included
Gel Caps	1	$ 2.50	$ 3.25	$ 3.50	
Installation Wilkins 950XL3 Double Check Vlv Assembly					
3/4	1	$ 65.00	$ 72.00	$ 76.00	
1"	1	$ 80.00	$ 87.00	$ 95.00	
1.5"	1	$ 110.00	$ 122.00	$ 130.00	
2"	1	$ 125.00	$ 134.00	$ 142.00	
Installation Wilkins 975XL2 Reduced Pressure Principle Assembly					
3/4"	1	$ 105.00	$ 122.00	$ 144.00	
1"	1	$ 125.00	$ 146.00	$ 158.00	
1.5"	1	$ 155.00	$ 171.00	$ 192.00	
2"	1	$ 185.00	$ 204.00	$ 218.00	
Installation AY - Inline Dual Check Valve - Meter swivel x FNPT Union					
3/4"	1	$ 65.00	$ 72.00	$ 76.00	
1"	1	$ 80.00	$ 87.00	$ 95.00	
Installation AY - Inline Y Cascading Dual Check - Meter swivel x FNPT					
3/4"	1	$ 65.00	$ 72.00	$ 76.00	
1"	1	$ 80.00	$ 87.00	$ 95.00	
Installation Wilkins Dual Check - Female x female - 700XL					
3/4"	1	$ 75.00	$ 85.00	$ 92.00	
1"	1	$ 90.00	$ 100.00	$ 115.00	
2" - 950XLTDA	1	$ 148.00	$ 156.00	$ 172.00	
Wilkins NR3 Pressure Reducing Valve - Female x Female					
3/4"	1	$ 118.00	$ 127.00	$ 138.00	
1"	1	$ 139.00	$ 159.00	$ 178.00	
1.5"	1	$ 165.00	$ 193.00	$ 209.00	
2"	1	$ 180.00	$ 221.00	$ 246.00	
Exit Meter Testing					
5/8 "x 3/4"	1	$ 9.00	$ 12.00	$ 15.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
3/4"	1	$ 9.00	$ 12.00	$ 15.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
1"	1	$ 18.00	$ 22.00	$ 26.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
1.5"	1	$ 28.00	$ 30.00	$ 35.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
2"	1	$ 36.00	$ 41.00	$ 46.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
3"	1	$ 450.00	$ 460.00	$ 475.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
4"	1	$ 450.00	$ 460.00	$ 475.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
6"	1	$ 450.00	$ 460.00	$ 475.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
8"	1	$ 900.00	$ 925.00	$ 950.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.

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10"	1	$ 900.00	$ 925.00	$ 950.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
Battery Remediation - per pound	1	$ 4.25	$ 4.35	$ 4.60	Price per pound (lb). Price does not include freight to remediation facilities. Price subject to change based on quantity.
Additional Labor/Services					
Read Guarantee Program (RGP)	Lump	$ .49/meter	$.56/meter	$.70/meter	Annual Fee: NMS will read the AMI/AMR system 12 times per year (monthly) to investigate and diagnose meter reading issues and perform maintenance on accounts including , clearing debris or sediment from the meter box, removing obstructions from surrounding the meter box in the right of way (where applicable). Annual fee does not include repairing Utility side leaks, or removing/replacing a meter or appurtenance.
Enhanced RGP	Lump	$ 1/meter	$1.30/meter	$1.5/meter	All services included in the Read Guarantee Program, includes removal/replacement of up to 30 meters per month. (Labor only)
Service Line Identification					
Identification inside meter box	1	$ 55.00	$ 67.00	$ 79.00	Identification of Utility service line to the meter
Identification outside meter box	1	$ 165.00	$ 165.00	$ 180.00	Digging outside meter box to expose 3 ft of service line material
Meter Reading Services					
AMI/AMR Meter Reading Services	1	$ 1.00	$ 1.15	$ 1.32	Per meter read in system
Direct Read Meter Reading	1	$ 1.95	$ 2.30	$ 2.55	
Technician and Vehicle Direct Meter Reading	Per day	$ 750.00	$ 850.00	$ 950.00	If selecting Per day rate, per meter pricing does not apply.
Technician and Vehicle AMR Meter Reading	Per day	$ 600.00	$ 700.00	$ 800.00	If selecting Per day rate, per meter pricing does not apply.
Certified Backflow Testing					
Residential Backflow Test	1	$ 60.00	$ 70.00	$ 80.00	
Commercial Backflow Test	1	$ 125.00	$ 143.75	$ 158.13	1.5" - 8"
Commercial Backflow Repair					
1.5"	1	$ 160.00	$ 176.00	$ 193.60	
2"	1	$ 230.00	$ 253.00	$ 278.30	
3"	1	$ 345.00	$ 379.50	$ 417.45	
4"	1	$ 480.00	$ 528.00	$ 580.80	
6"	1	$ 650.00	$ 715.00	$ 786.50	
8"	1	$ 810.00	$ 891.00	$ 980.10	
10"	1	$ 1,050.00	$ 1,155.00	$ 1,270.50	
Hard Surface Restoration per Sq./Ft.					
Cement restoration - per Sq/Ft	1	$ 16.00	$ 22.00	$ 30.00	Labor and materials included
Blacktop restoration - per Sq/Ft	1	$ 14.00	$ 19.00	$ 28.00	Labor and materials included
Paver restoration - per Sq/Ft	1	$ 12.00	$ 18.00	$ 26.00	Labor and materials included
Soft Surface Restoration - Per Sq/Ft - SOD	1	$ 6.00	$ 7.50	$ 9.00	Labor and materials included
GPS/GIS location	1	$ 15.00	$ 16.50	$ 18.15	Sub-foot accuracy
Hydrant Services					
Hydrant Maintenance (Includes scrape, wire brush and paint)	1	$ 83.00	$ 91.30	$ 100.43	
Furnish and attach Hydrant I.D. Tag (with required information)	1	$ 45.00	$ 49.50	$ 54.45	
Furnish and install reflective road marker	1	$ 65.00	$ 71.50	$ 78.65	
Extended Flush Time (15 minute Unit)	1	$ 60.00	$ 66.00	$ 72.60	
Bonnet and/or breakaway flange bolt replacement	1	$ 75.00	$ 82.50	$ 90.75	
Upper barrel repair	1	$ 400.00	$ 440.00	$ 484.00	
lower barrel repair	1	$ 950.00	$ 1,045.00	$ 1,149.50	
Hydrant extension (6")	1	$ 975.00	$ 1,072.50	$ 1,179.75	
Hydrant extension (12")	1	$ 1,050.00	$ 1,155.00	$ 1,270.50	
Hydrant extension (18")	1	$ 1,250.00	$ 1,375.00	$ 1,512.50	
Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). **Will not require a shut down or line stop.**	1	$ 5,500.00	$ 6,050.00	$ 6,655.00	
Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). **Will not require a shut down or line stop.**	1	$ 6,700.00	$ 7,370.00	$ 8,107.00	
Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). **Will require a shut down or line stop.**	1	$ 7,000.00	$ 7,700.00	$ 8,470.00	
With 6" x 6" tee	1	$ 6,900.00	$ 7,590.00	$ 8,349.00	
With 6" x 8" tee	1	$ 7,000.00	$ 7,700.00	$ 8,470.00	
With 6" x 10" tee	1	$ 7,500.00	$ 8,250.00	$ 9,075.00	
With 6" x 12" tee	1	$ 8,000.00	$ 8,800.00	$ 9,680.00	
With 6" x 14" tee	1	$ 8,200.00	$ 9,020.00	$ 9,922.00	
With 6" x 16" tee	1	$ 8,800.00	$ 9,680.00	$ 10,648.00	
With 6" x 20" tee	1	$ 10,000.00	$ 11,000.00	$ 12,100.00	
With 6" x 24" tee	1	$ 10,500.00	$ 11,550.00	$ 12,705.00	
Install new hydrant and (isolation) valve on existing typical 48" bury water main	1	$ 5,800.00	$ 6,380.00	$ 7,018.00	

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With 6" x 6" wet tap	1	$ 6,000.00	$ 6,600.00	$ 7,260.00	
With 6" x 8" wet tap	1	$ 6,000.00	$ 6,600.00	$ 7,260.00	
With 6" x 10" wet tap	1	$ 6,000.00	$ 6,600.00	$ 7,260.00	
With 6" x 12" wet tap	1	$ 6,000.00	$ 6,600.00	$ 7,260.00	
Professional Services					
Project Management Services	Lump	$ 85,000.00	$ 92,000.00	$ 98,000.00	Included in the labor price for NMS installation Items. Charge applies for NMS project management if NMS is not performing the labor for specified work in scope of this proposal.
Metering as a Service (MaaS) Consultation	Lump	$ 5,000.00	$ 5,000.00	$ 5,000.00	Consultation to review Utility metering needs and develope plan with key stakeholders for Metering as a Service
Infrastructure and AMI/AMR Meter Project Specifications	Lump	$ 10,000.00	$ 10,000.00	$ 10,000.00	Consultation and Compilation of project specifications concerning infrastructure and AMI/AMR meter project(s)
Emergency Services:					
Tech & Vehicle (with strobes)	Lump	$ 900.00	$ 1,150.00	$ 1,325.00	Daily rate for Utility/Community Auxiliary help i.e assisting with street closures, distributing emergency supplies after natural disasters.
Pre-existing Leak Repair	1	$ 150.00	$ 165.00	$ 181.50	Residential
Water Use Compliance – (i.e restricted water usage investigation)	1	$60/hr	$65/hr	$70/hr	Use of NMS technicians and vehicles to perform compliance and investigation work for utility. Services include investigating restricted water usage for compliance with municipal ordinances.
Facilities					
Warehousing	Lump	$ 12,000.00	$ 13,200.00	$ 14,520.00	Per month
Owner's Contingency	Lump	10% of total cost	10% of total cost	10% of total cost	To allow for any unforeseen costs of labor or material during the project.

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Materials					
AMI/AMR Ready Meters (Ultrasonic)	**Quantity**	**Price Year 1**	**Price Year 2**	**Price Year 3**	**Notes/Comments**
3/4"	1	$ 456.00	$ 487.92	$ 522.07	
1"	1	$ 588.00	$ 629.16	$ 673.20	
1.5"	1	$ 1,362.00	$ 1,457.34	$ 1,559.35	
2"	1	$ 1,554.00	$ 1,662.78	$ 1,779.18	
3"	1	$ 4,920.00	$ 5,264.40	$ 5,632.91	
4"	1	$ 6,120.00	$ 6,548.40	$ 7,006.79	
6"	1	$ 10,200.00	$ 10,914.00	$ 11,677.98	
8"	1	$ 14,400.00	$ 15,408.00	$ 16,486.56	
10"	1	$ 19,200.00	$ 20,544.00	$ 21,982.08	
AMI/AMR Ready Meters (Mechanical)					
3/4"	1	$ 342.00	$ 365.94	$ 391.56	
1"	1	$ 576.00	$ 616.32	$ 659.46	
1.5"	1	$ 1,140.00	$ 1,219.80	$ 1,305.19	
2"	1	$ 1,440.00	$ 1,540.80	$ 1,648.66	
Commercial Backflow Preventer					
3"	1	$ 2,690.47	$ 3,040.24	$ 3,433.07	Wilkins
4"	1	$ 2,776.24	$ 3,137.15	$ 3,544.98	Wilkins
6"	1	$ 4,072.24	$ 4,601.63	$ 5,198.64	Wilkins
8"	1	$ 7,745.83	$ 8,753.99	$ 9,890.81	Wilkins
10"	1	$ 13,893.89	$ 15,700.10	$ 17,741.11	Wilkins
RPZ					
2"	1	$ 1,010.11	$ 1,141.43	$ 1,291.02	Wilkins
3"	1	$ 2,914.42	$ 3,293.29	$ 3,721.42	Wilkins
4"	1	$ 3,759.36	$ 4,258.87	$ 4,812.53	Wilkins
6"	1	$ 5,830.42	$ 6,599.17	$ 7,455.86	Wilkins
8"	1	$ 11,335.25	$ 12,808.84	$ 14,475.18	Wilkins
10"	1	$ 15,529.76	$ 17,548.63	$ 19,831.15	Wilkins
Meter Box					
Light/Heavier Traffic 11"x18" DFW37C Cover with TR Hole only	1	$ 65.40	$ 68.68	$ 72.11	
Light/Heavier Traffic 11" x 18" x12" DFW37C Meter box and Cover with TR Hole	1	$ 155.65	$ 163.44	$ 171.61	
Light/Heavier Traffic 13"x24" DFW1324C Cover with TR Hole only	1	$ 87.42	$ 91.79	$ 96.37	
Light/Heavier Traffic 13"x24"x12" DFW1324C Meter box and Cover with TR Hole only	1	$ 208.27	$ 218.69	$ 229.62	
Light/Heavier Traffic 17"x30" DFW1730C Cover with TR Hole only	1	$ 156.64	$ 164.47	$ 172.69	
Light/Heavier Traffic 17"x30" DFW1730C Meter box and Cover with TR Hole only	1	$ 311.02	$ 326.57	$ 342.90	
Grass area/light foot traffic 11"x18" DFW1200 Cover with TR Hole only	1	$ 12.42	$ 13.04	$ 13.69	
Grass area/light foot traffic 11"x18"x12" DFW1200 Meter box and cover with TR Hole	1	$ 29.02	$ 30.47	$ 31.99	

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Grass area/light foot traffic 16"x22" Jumbo DFW1500 Cover with TR Hole only	1	$ 20.76	$ 21.80	$ 22.90	
Grass area/light foot traffic 16"x22"12" Jumbo DFW1500 Meter box and Cover with TR Hole	1	$ 54.60	$ 57.34	$ 60.20	
Curbstop Valve - AY 76100MW-22 - CTS x Meter Swivel					
3/4"	1	$ 65.84	$ 70.45	$ 75.41	
1"	1	$ 82.45	$ 88.22	$ 94.46	
1.5"	1	$ 279.59	$ 299.16	$ 319.34	
2"	1	$ 441.14	$ 472.02	$ 504.82	
Angle Valve - AY 74602B-22 - CTS x Meter Swivel					
3/4	1	$ 126.50	$ 135.36	$ 144.68	
1	1	$ 133.90	$ 143.51	$ 152.63	
1.5	1	$ 480.43	$ 514.06	$ 550.39	
2	1	$ 538.56	$ 574.82	$ 614.96	
OS&Y Valve					
3"	1	$ 475.72	$ 538.54	$ 609.29	Wilkins
4"	1	$ 597.85	$ 676.04	$ 766.09	Wilkins
6"	1	$ 777.85	$ 880.42	$ 994.88	Wilkins
8"	1	$ 1,203.76	$ 1,360.25	$ 1,540.45	Wilkins
10"	1	$ 1,915.72	$ 2,161.90	$ 2,441.75	Wilkins
Meter AMI/AMR endpoint					
Cellular Radio	1	$ 420.00	$ 449.40	$ 480.86	
AMR Radio	1	$ 300.00	$ 321.00	$ 343.48	
Pit Antennae	1	$ 60.00	$ 64.20	$ 68.70	
Misc. Material					
Meter Couplings	1	$ 9.91	$ 10.61	$ 11.35	Matco
Meter Yoke	1	$ 33.92	$ 36.28	$ 38.81	AY
Expansion wheel	1	$ 34.05	$ 43.70	$ 46.76	AY
Meter Riser	1	$ 137.95	$ 147.62	$ 157.72	7" resetter Ball Vlv x Meter Nut - 718-207WX
Extra Wire	1	$.24/ft	$0.26/ft	$0.29/ft	10GA Copper-Clad Blue Tracer
Gel Caps	1	$ 1.98	$ 2.18	$ 2.40	Direct Bury Wire Connector - Blue
Equipment					
Mobile Collector	1	$ 16,200.00	$ 17,334.00	$ 9,309.00	
Belt Clip Transceiver	1	$ 8,700.00	$ 238.75	$ 255.35	
Wilkins 950XL3 Double Check Vlv Assembly					
3/4	1	$ 222.46	$ 238.75	$ 255.35	
1"	1	$ 270.24	$ 288.46	$ 308.41	
1.5"	1	$ 524.05	$ 560.83	$ 599.62	
2"	1	$ 756.96	$ 810.67	$ 866.94	
Wilkins 975XL2 Reduced Pressure Principle Assembly					
3/4"	1	$ 321.00	$ 343.72	$ 366.82	
1"	1	$ 334.44	$ 357.62	$ 381.83	
1.5"	1	$ 779.36	$ 833.89	$ 890.89	

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2"	1	$ 988.38	$ 1,056.85	$ 1,129.88	
AY - Inline Dual Check Valve - Meter swivel x FNPT Union					
3/4"	1	$ 108.40	$ 115.86	$ 123.79	
1"	1	$ 202.16	$ 216.50	$ 231.90	
AY - Inline Y Cascading Dual Check - Meter swivel x FNPT					
3/4"	1	$ 104.76	$ 112.06	$ 119.84	
1"	1	$ 114.60	$ 122.66	$ 131.24	
Wilkins Dual Check - Female x female - 700XL					
3/4"	1	$ 41.81	$ 44.75	$ 47.84	
1"	1	$ 64.20	$ 68.76	$ 73.45	
2" - 950XLTDA	1	$ 4,155.08	$ 4,450.74	$ 4,761.12	
Wilkins NR3 Pressure Reducing Valve - Female x Female					
3/4"	1	$ 71.66	$ 76.64	$ 81.86	
1"	1	$ 89.58	$ 95.84	$ 102.41	
1.5"	1	$ 530.03	$ 566.89	$ 606.46	
2"	1	$ 722.63	$ 772.01	$ 825.82	

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Software, Services, & Integration					
	Quantity	**Price Year 1**	**Price Year 2**	**Price Year 3**	**Notes/Comments**
Neptune AMI/AMR Software Services					
Services					
Propogation Study	Lump	$6,600.00	$7,062.00	$7,556.34	
System Integration Services	Lump	$3,850.00	$4,119.50	$4,407.87	
Training	Lump	$3,850.00	$4,119.50	$4,407.87	
Travel expenses	Lump	$2,200.00	$2,354.00	$2,518.78	
Annual AMI Headend Services					
SaaS Fee	Lump	$ 2.75/per meter/per year	$ 2.95/per meter/per year	$ 3.16/per meter/per year	
Network As a Service					
One time Setup Fee (if applicable)	Lump	8.36/per meter/per year	8.94/per meter/per year	9.57/per meter/per year	
Upfront MDMS Software					
One time Setup Fee (if applicable)	Lump	$ 5,500.00	$ 5,885.00	$ 6,296.95	
			$ -	$ -	
Upfront Professional Services			$ -	$ -	
System Integration Services	Lump	$ 3,850.00	$ 4,119.50	$ 4,407.87	
Training	Lump	$ 3,850.00	$ 4,119.50	$ 4,407.87	
			$ -	$ -	
Customer Portal			$ -	$ -	
One time Setup Fee (if applicable)	Lump	$ 8,250.00	$ 8,827.50	$ 9,445.42	
Project Management	Lump	$ 5,500.00	$ 5,885.00	$ 6,296.95	
Training	Lump	$ 7,150.00	$ 7,650.50	$ 8,186.04	
			$ -	$ -	
Optional Item			$ -	$ -	
Neptune My360 Customer Integration	Lump	$ 5,500.00	$ 5,885.00	$ 6,296.95	
Neptune My360 SSO Integration	Lump	$ 11,000.00	$ 11,770.00	$ 12,593.90	
			$ -	$ -	
Annual Customer Portal Services			$ -	$ -	
Annual Software Hosting Fee	Lump	$ 22,000.00	$ 23,540.00	$ 25,187.80	
Maintenance Fee	Lump	$ -	$ -	$ -	
Annual Support	Lump	$ -	$ -	$ -	
NMS Software					
Mobile Application for Data Collection (Up to 10 users)	Lump	$ 5,000.00	$ 5,000.00	$ 5,000.00	Annual License Fee
Annual Storage Fee	Lump	$ 0.67	$ 0.72	$ 0.77	Per Meter/Per Year
ARC GIS Map Creation	Lump	$ 3,000.00	$ 3,000.00	$ 3,000.00	

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Assumptions
Pricing for material and labor based on quantity of 1. Higher quantities of materials and services may be subject to discounted rates.
Material subject to tariff if applicable
Contract extensions past year 3 pricing may be subject to additional price increase.

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EXHIBIT B National Metering Services, Inc. Response

PRICE TABLES

Labor / Wage Rates--WORKING HOURS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Insulator	1	HR	$0.00	$0.00
2	Brick Layer	1	HR	$0.00	$0.00
3	Fencing - Worker	1	HR	$0.00	$0.00
4	Fencing - Foreman	1	HR	$0.00	$0.00
5	Roofer	1	HR	$0.00	$0.00
6	Roofer - Foreman	1	HR	$0.00	$0.00
7	Carpenter	1	HR	$0.00	$0.00
8	Electrician	1	HR	$0.00	$0.00
9	Plumbing	1	HR	$0.00	$0.00
10	AC/HVAC	1	HR	$0.00	$0.00
11	Equipment Operator - Heavy	1	HR	$0.00	$0.00
12	Equipment Operator - Light (Backhoe, Skid, Loader)	1	HR	$0.00	$0.00
13	Laborer	1	HR	$0.00	$0.00
14	Millwork	1	HR	$0.00	$0.00
15	Painter	1	HR	$0.00	$0.00
16	Sheet Metal Worker	1	HR	$0.00	$0.00
17	Sprinkler Installer	1	HR	$0.00	$0.00
18	Fire Alarm Systems	1	HR	$0.00	$0.00
19	Tile Layer	1	HR	$0.00	$0.00
20	Welder	1	HR	$0.00	$0.00
21	Sewer Pipe Cleaner	1	HR	$0.00	$0.00
22	Flag Person / MOT	1	HR	$0.00	$0.00
23	Utility / Underground Laborer	1	HR	$60.00	$60.00

FOR REVIEW

24	Supervisor	1	HR	$90.00	$90.00
25	Foreman	1	HR	$75.00	$75.00
26	Helper - Labor Only	1	HR	$30.00	$30.00
27	Backflow Technician	1	HR	$65.00	$65.00
	Total				**$320.00**

Equipment Useage

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Man Lifts	1	HR	$0.00	$0.00
2	Telescoping boom Man Lifts with PlatForm	1	HR	$0.00	$0.00
3	Bucket Trucks	1	HR	$0.00	$0.00
4	Air Compressors - Under 1000 CFM	1	HR	$0.00	$0.00
5	Air Compressors - Over 1000 CFM	1	HR	$0.00	$0.00
6	Steel Roadway Plates	1	HR	$0.00	$0.00
7	Earthmoving Equipment	1	HR	$0.00	$0.00
8	Skid Steer Loaders	1	HR	$0.00	$0.00
9	Bulldozers	1	HR	$0.00	$0.00
10	Hydraulic Excavators with Operator	1	HR	$0.00	$0.00
11	Mini Excavators with Operator	1	HR	$0.00	$0.00
12	Loader-Backhoes with Standard Bucket	1	HR	$0.00	$0.00
13	Loader-Heavy Duty Construction	1	HR	$0.00	$0.00
14	Tractors	1	HR	$0.00	$0.00
15	Trench Boxes/Trench Shields	1	HR	$0.00	$0.00
16	Road Graders	1	HR	$0.00	$0.00
17	Portable Sediment Tank	1	HR	$0.00	$0.00
18	Tripod Mounted Floodlights	1	HR	$0.00	$0.00

FOR REVIEW

19	Trailer Mounted Floodlights	1	HR	$0.00	$0.00
20	Generator - Portable - Gas or Diesel	1	HR	$0.00	$0.00
21	Generator - 13000 Watt	1	HR	$0.00	$0.00
22	Transformer - Step Down	1	HR	$0.00	$0.00
23	Portable Panel	1	HR	$0.00	$0.00
24	Fusible Disconnect - Portable	1	HR	$0.00	$0.00
25	Back Hoe with Operator	1	HR	$0.00	$0.00
26	Transfer Switch - Portable	1	HR	$0.00	$0.00
27	Metal Fabrication/Welding with Operator	1	HR	$0.00	$0.00
28	Mowers - Walk Behind - Lawn	1	HR	$0.00	$0.00
29	Mowers- Walk Behind - Deck Mower	1	HR	$0.00	$0.00
30	Hydraulic Jacks - Manual	1	HR	$0.00	$0.00
31	Hydro Tank - 1500 Gallon Temporary	1	HR	$0.00	$0.00
32	Hydro Tank - 3000 Gallon Temporary	1	HR	$0.00	$0.00
33	Hydro Tank - 10000 Gallon Temporary	1	HR	$0.00	$0.00
34	Aerator for Ground Storage Tank	1	HR	$0.00	$0.00
35	Infiltrator MH Leak Stop Plus Labor	1	HR	$0.00	$0.00
36	Concrete Mixer with Crew - Portable	1	HR	$0.00	$0.00
37	Sand Blast Trailer Rig with Crew	1	HR	$0.00	$0.00
38	Compactor with Operator	1	HR	$0.00	$0.00
39	Pressure Washers - 2000 - 3500 PSI	1	HR	$0.00	$0.00
40	Vacuums - High Volume	1	HR	$0.00	$0.00
41	Floor Drying Fans - Portable	1	HR	$0.00	$0.00
42	Roof Swing Hoist	1	HR	$0.00	$0.00
43	Portable Trash Pumps - Gas Powered	1	HR	$0.00	$0.00
44	Submersible Pumps - 3 Phase	1	HR	$0.00	$0.00

FOR REVIEW

45	Suction Hose with Couplings	1	HR	$0.00	$0.00
46	Sewage Bypass Pump with Hoses	1	HR	$0.00	$0.00
47	Discharge Hose with Couplings	1	HR	$0.00	$0.00
48	HDPE Pipe with Couplings	1	HR	$0.00	$0.00
49	Air Handling Unit	1	HR	$0.00	$0.00
50	CCTV Camera Trailer with Operator	1	HR	$0.00	$0.00
51	Trucks - Rear Dump with Crew	1	HR	$0.00	$0.00
52	Trucks - Vacuum - 2 man crew	1	HR	$0.00	$0.00
53	Trucks - Water with operator	1	HR	$0.00	$0.00
54	Trucks - Boom with operator	1	HR	$0.00	$0.00
	Total				**$0.00**

Construction Facilities

Line Item	Description	Unit of Measure	Percentage
1	Field Office & Sheds	LS	0%
2	Storage Containers	LS	0%
3	Sanitary Facilities	LS	0%
4	Temporary Ramps	LS	0%
5	Temporary Scaffolding and Platforms	LS	0%
6	Temporary Erosion and Sediment Control	LS	0%
7	Temporary Storm Water Pollution Control	LS	0%

Traffic Control

Line Item	Description	Unit of Measure	Percentage
1	Portable Signs and Message Displays	HR	0%

FOR REVIEW

2	Temporary Barriers - FDOT Type K	HR	0%

Fencing

Line Item	Description	Unit of Measure	Percentage
1	Temporary Fencing - 6' Chain Link Fencing (up to 6 mos)	LF	0%
2	Temporary Fencing - 6' Chain Link Fencing (6-12 mos)	LF	0%
3	Temporary Fencing - 6' Chain Link Fencing (>12 mos)	LF	0%
4	Fencing - Vinyl - 6'	LF	0%
5	Fencing - Chain Link 4'	LF	0%
6	Fencing - Chain Link 6'	LF	0%
7	Fencing - Airport 6' with barb wire on top	LF	0%

Execution and Closeout Requirements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Equipment Delivery; Pickup; Mobilization and Demobilization	1	EA	$20,000.00	$20,000.00
2	Site Maintenance	1	EA	$0.00	$0.00
3	Construction Waste Management and Disposal	1	EA	$0.00	$0.00
	Total				**$20,000.00**

Materials

Percentage of Markup on Material Cost

Line Item	Description	Unit of Measure	Percentage
1	Fencing	EA	0%

FOR REVIEW

2	Roof Shingles	EA	0%
3	Roof Metals	EA	0%
4	Air Conditioner / HVAC	EA	0%
5	Electrical	EA	0%
6	Plumbing	EA	20%
7	Doors / Frames / Hardware - Interior	EA	0%
8	Doors / Frames / Hardware - Exterior	EA	0%
9	Windows / Frames / Hardware	EA	0%
10	Roll Doors - Metal	EA	0%
11	Wall / Drywall / Plaster	EA	0%
12	Pipes - 8"	EA	0%
13	Pipes - 10"	EA	0%
14	Pipes - 12"	EA	0%
15	SCADA	EA	0%
16	Floors - Vinyl	EA	0%
17	Floors - Wood	EA	0%
18	Floors - Tile	EA	0%
19	Appliances	EA	0%
20	Landscaping	EA	20%
21	Concrete - Blocks	EA	0%
22	Concrete	EA	30%
23	Pavers	EA	30%
24	Carpet	EA	0%
25	Demolition - Commercial	EA	0%
26	Demolition - Residential	EA	0%
27	Insulation	EA	0%
28	Blasting Sand	EA	0%

FOR REVIEW

29	Other	EA	0%
30	Other	EA	0%
31	Other	EA	0%

Other - Equipment or Services

Line Item	Description	Unit of Measure	Percentage
1	Set Up Fees	EA	10%
2	Payment and Performance Bonds	EA	3.5%

Labor / Wage Rates--AFTER HOURS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Insulator	1	HR	$0.00	$0.00
2	Brick Layer	1	HR	$0.00	$0.00
3	Fencing - Worker	1	HR	$0.00	$0.00
4	Fencing - Foreman	1	HR	$0.00	$0.00
5	Roofer	1	HR	$0.00	$0.00
6	Roofer - Foreman	1	HR	$0.00	$0.00
7	Carpenter	1	HR	$0.00	$0.00
8	Electrician	1	HR	$0.00	$0.00
9	Plumbing	1	HR	$0.00	$0.00
10	AC/HVAC	1	HR	$0.00	$0.00
11	Equipment Operator - Heavy	1	HR	$0.00	$0.00
12	Equipment Operator - Light (Backhoe, Skid, Loader)	1	HR	$0.00	$0.00
13	Laborer	1	HR	$0.00	$0.00

FOR REVIEW

14	Millwork	1	HR	$0.00	$0.00
15	Painter	1	HR	$0.00	$0.00
16	Sheet Metal Worker	1	HR	$0.00	$0.00
17	Sprinkler Installer	1	HR	$0.00	$0.00
18	Fire Alarm Systems	1	HR	$0.00	$0.00
19	Tile Layer	1	HR	$0.00	$0.00
20	Welder	1	HR	$0.00	$0.00
21	Sewer Pipe Cleaner	1	HR	$0.00	$0.00
22	Flag Person / MOT	1	HR	$0.00	$0.00
23	Utility / Underground Laborer	1	HR	$90.00	$90.00
24	Supervisor	1	HR	$135.00	$135.00
25	Foreman	1	HR	$112.50	$112.50
26	Helper - Labor Only	1	HR	$45.00	$45.00
27	Backflow Technician	1	HR	$97.50	$97.50
	Total				**$480.00**

FOR REVIEW

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20286 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.6.10.

SUBJECT:
Request Approval of Ratification: Emergency Repair Expenditure as Related to Emergency Cleaning of the Off-site Equalization Tank for the Silver Spring Shores Wastewater Treatment Plant - American Pipe and Tank, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $98,000)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Marion County Utilities (MCU), Procurement Services requests Board ratification for the emergency cleaning of the off-site equalization (EQ) tank serving the Silver Spring Shores Wastewater Treatment Plant (SSS WWTP).

The EQ tank functions as a settling basin during normal operations. Over time, excessive solids accumulated on the tank floor, reducing suction pressure and causing the four transfer pumps to experience air binding. This condition risked impairing plant operations and required immediate corrective action.

American Pipe and Tank, Inc. (AP) provided emergency services to drain the EQ tank, supply a temporary tank, and remove the accumulated sludge. Due to the urgent nature of the work, services commenced prior to Board approval and are now presented for ratification.

BUDGET/IMPACT:
Neutral; expenditure of $98,000. Funding is from line ZF448536-563102 (Marion County Utility Fund), project UTC000135.

RECOMMENDED ACTION:
Motion for ratification of the emergency repairs as related to the SSS WWTP EQ tank.

Marion County
FLORIDA
PROCUREMENT SERVICES

BSS_____
PCA_____

BCC_____
CNT_____
BONDS_____
COI_____
NTP_____

PROCUREMENT REQUEST FORM

This form is to be used for General Requisitions, Task Order Requests and/or Solicitation Action. Some fields may not be applicable and may be left blank. Forms with incorrect or missing information may be sent back for correction. Use your cursor to hover over a field for help.

Date: 8/12/2025 Type of Request: General Requisition (PO Request)

Department Contact Name & Number: Sean McFarland, ext. 4628

Department: Utilities

Solicitation or Contract #:

State/Cooperative Contract #:

Board Action Required? Yes If yes, Board Date Requested: _____ Quotes Attached: Yes

Vendor Number: 63

Vendor Name/Address:
American Pipe and Tank Inc
418 Cypress Road
Ocala, FL 34472

Vendor Email Address: Zach@americanpipeandtankinc.com
(PO will be emailed to this address)

Ship To: Utilities

Street Address: 450 Emerald Road

City: Ocala

Zip Code: 34472

W-9 Attached (If new vendor) ☐

Total Purchase Amount: $ 98,000.00

List all GL Accounts & Project Codes
and Amounts by Line Item

ZF448536 - 563102
UTC000135

***** ALL computer related purchases (software/hardware) must have prior approval from the Information Technology Dept. Please attach approval with this form. *****

THIS SECTION FOR PROJECTS ONLY

Contingency % Amount: 5.00% Contingency $ Amount: $ 4,900.00

Substantial Completion Date: _____ Final Completion Date: _____

Liquidated Damages: _____

Detailed Description/Scope of Work Grant Information (if applicable)

Emergency cleaning of the off-site EQ Tank for the Silver Spring Shores Wastewater treatment plant. This will improve the efficiency of the Lift Station

8/14/25

Additional Information/County Admin. Notes for Agenda

The off-site EQ Tank acts as a settling tank during operations. Over the years, an excessive amount of solids has built up on the bottom of the tank, which is impeding the ability of the four transfer pumps to pump properly as they are becoming air-pound because of low suction pressure. APT will help drain the EQ Tank, provide a temporary tank, and vacuum out the excess sludge in the EQ Tank. Board Action/Approval will occur after the work as this is an emergency request.

Commodity Code (Procurement use only): _____

Clear Form Print Form Email

McFarland, Sean

From: Jayne, Becky
Sent: Friday, August 8, 2025 2:04 PM
To: McFarland, Sean
Cc: Roussel, Angel; Cunningham, Tony; Kramer, Joshua; Scott, Maress; Green, David; Wagner, Bradley; Santos, Jose; Love, Erik; Corneilson, John
Subject: Re: Cleaning of Off-site EQ

Thank you!

Get Outlook for iOS

Becky Jayne
Procurement Manager
Procurement Services
Main: 352-671-8444 | Direct: 352-671-8448
Empowering Marion for Success!

From: McFarland, Sean <Sean.McFarland@marionfl.org>
Sent: Friday, August 8, 2025 1:57:55 PM
To: Jayne, Becky <Becky.Jayne@marionfl.org>
Cc: Roussel, Angel <Angel.Roussel@marionfl.org>; Cunningham, Tony <Tony.Cunningham@marionfl.org>; Kramer, Joshua <Joshua.Kramer@marionfl.org>; Scott, Maress <Maress.Scott@marionfl.org>; Green, David <David.Green@marionfl.org>; Wagner, Bradley <Bradley.Wagner@marionfl.org>; Santos, Jose <Jose.Santos@marionfl.org>; Love, Erik <Erik.Love@marionfl.org>; Corneilson, John <John.Corneilson@marionfl.org>
Subject: RE: Cleaning of Off-site EQ

Becky,
Sounds good. We'll keep this email for our records to include in the Purchasing Requisition & Agenda that will be written and occur after the fact.
Regards,

Sean McFarland
Assistant Director Operations
Utilities
Main: 352-307-6000
Empowering Marion for Success!

From: Jayne, Becky <Becky.Jayne@marionfl.org>
Sent: Friday, August 8, 2025 1:53 PM
To: McFarland, Sean <Sean.McFarland@marionfl.org>
Cc: Roussel, Angel <Angel.Roussel@marionfl.org>; Cunningham, Tony <Tony.Cunningham@marionfl.org>; Kramer, Joshua <Joshua.Kramer@marionfl.org>; Scott, Maress <Maress.Scott@marionfl.org>; Green, David <David.Green@marionfl.org>; Wagner, Bradley <Bradley.Wagner@marionfl.org>; Santos, Jose <Jose.Santos@marionfl.org>; Love, Erik <Erik.Love@marionfl.org>
Subject: Re: Cleaning of Off-site EQ

No problem? We will take for ratification if Angel is good with that
thanks

Get Outlook for iOS

Becky Jayne
Procurement Manager
Procurement Services
Main: 352-671-8444 | Direct: 352-671-8448
Empowering Marion for Success!

From: McFarland, Sean <Sean.McFarland@marionfl.org>
Sent: Friday, August 8, 2025 1:23:11 PM
To: Jayne, Becky <Becky.Jayne@marionfl.org>
Cc: Roussel, Angel <Angel.Roussel@marionfl.org>; Cunningham, Tony <Tony.Cunningham@marionfl.org>; Kramer, Joshua <Joshua.Kramer@marionfl.org>; Scott, Maress <Maress.Scott@marionfl.org>; Green, David <David.Green@marionfl.org>; Wagner, Bradley <Bradley.Wagner@marionfl.org>; Santos, Jose <Jose.Santos@marionfl.org>; Love, Erik <Erik.Love@marionfl.org>
Subject: FW: Cleaning of Off-site EQ

Good Afternoon Becky,
Per our conversation yesterday afternoon, please see APT's price quote for the emergency cleanout of the offsite EQ Basin. We will be mobilizing Monday to get this work going. Please feel free to contact me at extension 4628 should you have any questions concerning this emergency operation.
Regards,

Sean McFarland
Assistant Director Operations
Utilities
Main: 352-307-6000
Empowering Marion for Success!

From: Zach Conomos <zach@americanpipeandtankinc.com>
Sent: Friday, August 8, 2025 7:35 AM
To: McFarland, Sean <Sean.McFarland@marionfl.org>; Trent Meyers <Trent@americanpipeandtankinc.com>
Cc: Scott, Maress <Maress.Scott@marionfl.org>; Love, Erik <Erik.Love@marionfl.org>; George Conomos <george@americanpipeandtankinc.com>
Subject: Re: Cleaning of Off-site EQ

CAUTION: THIS MESSAGE IS FROM AN EXTERNAL SENDER
This email originated from outside the organization. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe. Report suspicious emails using the "Phish Alert" button in Outlook or contact the Helpdesk.

Thank you for the information Sean. Based on our contract, I would estimate that between the Cubic Yards and the Truck Time to remove the material, the price shall be approximately $92,000. The Frac Tank shall be $6,000 for 30 days. This includes mobilization, demobilization, and final Frac Tank Cleaning. We can began Mobilizing Monday morning if you would like. Let me know what I can do to help.

Zach Conomos
Vice President
American Pipe & Tank Inc
418 Cypress Road
Ocala, FL 34472
Office: 352-687-4281
Cell: 352-615-1114

From: McFarland, Sean <Sean.McFarland@marionfl.org>
Sent: Friday, August 8, 2025 7:20 AM
To: Zach Conomos <zach@americanpipeandtankinc.com>; Trent Meyers <Trent@americanpipeandtankinc.com>
Cc: Scott, Maress <Maress.Scott@marionfl.org>; Love, Erik <Erik.Love@marionfl.org>; George Conomos <george@americanpipeandtankinc.com>
Subject: RE: Cleaning of Off-site EQ

Good morning Zack,
I come to an estimate of 8,482 cu ft of material is in the tank. (3ft high X 3.14 x 30X30) The tank is 60 ft in diameter.
Thanks,

Sean McFarland
Assistant Director Operations
Utilities

Marion County Board of County Commissioners
11800 SE US Hwy 441
Belleview, FL 34420
Main: 352-307-6000

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Under Florida law, emails to our organization are public records. If you do not want your email reviewed in response to a public records request, contact this office by phone.

From: Zach Conomos <zach@americanpipeandtankinc.com>
Sent: Thursday, August 7, 2025 5:48 PM
To: McFarland, Sean <Sean.McFarland@marionfl.org>; Trent Meyers <Trent@americanpipeandtankinc.com>
Cc: Scott, Maress <Maress.Scott@marionfl.org>; Love, Erik <Erik.Love@marionfl.org>; George Conomos <george@americanpipeandtankinc.com>
Subject: Re: Cleaning of Off-site EQ

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Sean, per our conversation this morning, please give me the approximate volume measurement needing to be removed when you can.

Zach Conomos
Vice President
American Pipe and Tank Inc
418 Cypress Road
Ocala, FL 34472
(352) 687-4281

From: McFarland, Sean <Sean.McFarland@marionfl.org>
Sent: Wednesday, August 6, 2025 3:13 PM
To: Trent Meyers <Trent@americanpipeandtankinc.com>
Cc: Zach Conomos <zach@americanpipeandtankinc.com>; Scott, Maress <Maress.Scott@marionfl.org>; Love, Erik <Erik.Love@marionfl.org>
Subject: Cleaning of Off-site EQ

Trent,
Would you provide us a cost to have the off-site EQ cleaned using the "Frac Tank".
Thank you,

Sean McFarland
Assistant Director Operations
Utilities

Marion County Board of County Commissioners
11800 SE US Hwy 441
Belleview, FL 34420
Main: 352-307-6000

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Cc: Scott, Maress; Love, Erik; George Conomos
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418 Cypress Road
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Office: 352-687-4281
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Subject: RE: Cleaning of Off-site EQ

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Sean McFarland
Assistant Director Operations
Utilities

Marion County Board of County Commissioners
11800 SE US Hwy 441
Belleview, FL 34420
Main: 352-307-6000

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Cc: Scott, Maress <Maress.Scott@marionfl.org>; Love, Erik <Erik.Love@marionfl.org>; George Conomos <george@americanpipeandtankinc.com>
Subject: Re: Cleaning of Off-site EQ

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Sean, per our conversation this morning, please give me the approximate volume measurement needing to be removed when you can.

Zach Conomos
Vice President
American Pipe and Tank Inc
418 Cypress Road
Ocala, FL 34472
(352) 687-4281

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Sent: Wednesday, August 6, 2025 3:13 PM
To: Trent Meyers <Trent@americanpipeandtankinc.com>
Cc: Zach Conomos <zach@americanpipeandtankinc.com>; Scott, Maress <Maress.Scott@marionfl.org>; Love, Erik <Erik.Love@marionfl.org>
Subject: Cleaning of Off-site EQ

Trent,
Would you provide us a cost to have the off-site EQ cleaned using the "Frac Tank".
Thank you,

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20302 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.6.11.

SUBJECT:
Request Approval of Selection Committee Recommendation: 25P-140 Sodium Hypochlorite - Odyssey Manufacturing Co., Tampa, FL (Budget Impact - Neutral; expenditure of $625,000)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Marion County Utilities (MCU), Procurement issued a Request for Proposals (RFP) seeking a qualified firm to provide sodium hypochlorite and calcium hypochlorite to over fifty water treatment plants, wastewater treatment plants, and wells throughout the County.

The Selection Committee reviewed three (3) proposals and evaluated them based on established criteria. The scores and rankings are as follows:

Firm Name - *Location*	Score	Rank
Odyssey Manufacturing Co. - *Tampa, FL*	210.83	1
Brenntag Mid South, Inc. - *Orlando, FL*	110	2
Univar Solutions USA, LLC - *Tampa, FL*	95	3

The Selection Committee recommended awarding the contract to Odyssey Manufacturing Co, and MCU Director, Tony Cunningham, supports the Selection Committee's recommendation.

Attached for review is the draft contract. Upon Board approval at today's meeting, the contract will be routed to the firm for signatures and once returned, will be forwarded to Legal, the Clerk, and the Chairman for final execution.

BUDGET/IMPACT:
Neutral; expenditure of $625,000. Funding for this project is from line ZF442533-552108 and ZF445535-552108 (Marion County Utility Fund).

RECOMMENDED ACTION:
Motion to approve and allow staff to issue, and upon approval from Legal, authorize the Chairman and Clerk to execute the contract with Odyssey Manufacturing Co, under project 25P-140.

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 **Palllman@odysseymanufacturing.com**, located at 1484 Massaro Blvd, Tampa, FL 33619, possessing FEIN# 65-0846345 (hereinafter referred to as "FIRM") under seal for the Sodium Hypochorite, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hero executed by the Parties hereafter, together with the following (if any):

Marion County Bid #25P-140 - Sodium Hypochorite, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence on October 1, 2025, and continue for a period of three (3) years, concluding on September 30, 2028. The COUNTY may, at its sole discretion, extend the Agreement for up to three (3) additional one-year terms, not to exceed a total contract term of six (6) years. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence. Work may be deemed abandoned if FIRM, without just cause and without providing proper written notification to COUNTY (including the reason for termination), terminates or fails to perform the Work for ninety (90) consecutive days. All Work, as defined herein, shall proceed in a timely manner without delays..

Section 4 – Scope of Services. FIRM shall complete the Work for Project 25P-140 – Scope of Services, more fully set forth on Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment of Per Exhibit B - Fee Schedule, (the "Agreement Price"), to FIRM under COUNTY's established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

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A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:
   - Keep and maintain public records required by COUNTY to perform the Work;
   - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
   - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages

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which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

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By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This

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Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings**.**
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.
   1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or

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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.**

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: Palllman@odysseymanufacturing.com
1484 Massaro Blvd, Tampa, FL 33619
CONTACT PERSON: Patrick Allman | Phone: 813-635-0339

COUNTY: Marion County Utilites
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

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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: pallman@odysseymanufacturing.com and jreeves@odysseymanufacturing.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: September 3, 2025
25P-140 | Sodium Hypochorite

ODYSSEY MANUFACTURING CO.

BY: DATE

PRINTED:

ITS: (TITLE)

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25P-140 SODIUM HYPOCHLORITE
SCOPE OF WORK

LIQUID SODIUM HYPOCHLORITE SPECIFICATIONS
UTILITIES REQUIREMENTS

1. DELIVERY REQUIREMENTS

General: The intent and purpose of this specification document (the "Specification") is for the Contractor to furnish and deliver liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B300-10 for hypochlorite, except as modified or supplemented herein, for the Marion County Utilities Department. Almost all of the sites identified are for a "non-tanker" or flatbed truck delivery and requires up to 100' of hose on the contractor's truck. Additionally, the Contractor shall supply bulk storage tanks and containment for those sites indicated in Paragraph 4 at no additional charge as part of their sodium hypochlorite supply. At Marion County's option, the Contractor shall also provide any needed chlorine chemical feed equipment. Marion County reserves the right to purchase said equipment from other sources.

2. DELIVERY REQUIREMENTS

2.1 Contractor shall make normal deliveries within three (3) calendar (not working days) days after receipt of order (ARO) and must make emergency deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent Marion County from running out of sodium hypochlorite in less than 24 hours. Marion County shall endeavor to minimize the number of "emergency" deliveries.

2.2 All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to each Marion County facility. All equipment deliveries shall be prepaid, F.O.B. to the requested Marion County facility.

2.3 Delivery time of day shall be arranged upon placement of order. Deliveries made to unmanned facilities must be coordinated with Marion County so the driver can gain access to the facility.

2.4 All deliveries of liquid sodium hypochlorite shall be made by properly cleaned containers on the delivery trucks to the locations specified in paragraph 5 below.

All delivery trucks must carry at least 100' of hose and have a means to "blow the line clear" upon completion of the delivery.

2.5 Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.

2.6 All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities. Experience has shown this to be critical to effective coordination of deliveries to the various Marion County facilities.

2.7 Marion County reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice. Notice will be given to the Contractor in writing by an authorized designee of the Utilities Department. Written notice will be provided by the Operations Manager or the Operations Supervisor.

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2.8 The Contractor shall be responsible for "blowing" or pumping liquid sodium hypochlorite into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. The contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

2.9 The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Marion County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

2.10 The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. Marion County may reject a load if the equipment is not properly cleaned. The contractor shall furnish Marion County with an approved, leak-free connection device between the trailer and its intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. In the event of a spill, the contractor will notify Marion County Utilities immediately. If the contractor does not immediately clean up any spill, Marion County Utilities will immediately take clean up actions. The contractor will be responsible for the cost of materials and labor for such cleanup efforts. If spill results in the requirement soil mitigation and/or removal, Marion County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If Marion County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

2.11 Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license whenever challenged by Marion County during the delivery. In addition, Contractor shall supply Marion County a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Marion County shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Marion County shall result in rejection of delivery and subsequent possible termination of the Contractor's supply agreement.

2.12 Delivery Shipments shall be rejected, which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

3. PRODUCT MATERIAL REQUIREMENTS

3.1 Hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water

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Treatment Chemicals Health Effects.

3.2 It is the responsibility of the Contractor to inform Marion County that its NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between Marion County and Contractor.

3.3 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

3.4 Product shall be a clear straw-colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.

3.5 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.20 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

3.6 Liquid sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,500 mg/L
Bromate	≤ 20 mg/L
Perchlorate	< 20 mg/L

3.7 The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

4. DELIVERY LOCATIONS

4.1 Delivery sites and locations are provided as estimates and will be subject to deletions or additions as necessary to meet the water production demands of Marion County. The contractor will receive written notice of any addition or deletion at least 72 hours prior to scheduled action.

4.2 Liquid Sodium Hypochlorite consumption at each location is an estimate only and Marion County shall not be bound by these amounts in its contract with Contractor. Marion County projects approximately 290,000 gallons of sodium hypochlorite delivered each year. There is no guarantee on said amount and the amount may decrease or increase from year to year.

4.3 Marion County owns some of its bulk storage tanks and others must be supplied by the Contractor. The Contractor shall install bulk storage tanks, and any required containment as specified in the below listed table of delivery locations.

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4.4 Utilities (only) Delivery Locations:

Facility Name	Address	Cl2 tank	Annual usage
Ashley Farms WTP	4170 NW 44th Ave. Ocala, FL 34474	500	4,563
		Supplier	
Buckskin Lake Manor WTP	18820 NE 249th Ter. Ft. McCoy, FL 32134	55	Self-fill
		Marion	
Cedar Hills WTP	3506 SE 33rd Ct. Ocala, FL 34471	100	823
		Supplier	
Deer Path WTP	1331 SE 65th Cir. Ocala, FL 34472	165	913
		Supplier	
Dunnellon Airport WTP	14670 SW 110th St. Dunnellon, FL 34432	55	Self-fill
		Marion	
Golden Ocala 1 WTP	4150 NW 84th Ct. Ocala, FL 34482	55	Self-fill
		Marion	
Golden Ocala 2 WTP	2550 NW 70th Ave Rd Ocala 34482	300/350	2400
		Marion	
Golden Ocala WWTP	2550 NW 70th Ave. Rd. Ocala 34474	2,500	84,350
		Marion	
Fore Acres WTP	4712 NE 21st Court, Ocala, FL 34479	100	873
		Supplier	
Fort King Forest WTP	5155 SE 8th Street Ocala, FL 34471	100	393
		Supplier	
Golden Holiday MHP WWTP	3120 NW 16th Ln. Ocala, FL 34475	35	Self-fill
		Marion	
Greenfields/Indian Pines WTP	5405 SE 38th Street Ocala, FL 34480	150	1,194
		Supplier	
Hi-Cliff/Sleepy Hollow WTP	5500 SE 3rd Pl. Ocala, FL 34470	100	731
		Supplier	
Irish Acres WTP	8344 N US HWY 441 Ocala, FL 34475	325	417
		Supplier	
K.P. Hole WTP	9435 SW 190 Ave. Rd. Dunnellon, FL 34432	55	Self-fill
		Marion	
Kunal II, WTP	7998 NW 47th Ave. Ocala, FL 34474	165	608
		Supplier	
Libra Oaks WTP	3631 SW 46th Avenue Ocala, FL 34474	55	Self-fill
		Marion	
Majestic Oaks WTP	5399 SW 82nd St. Ocala, FL 34478	350	3,129
		Supplier	
Marion Oaks 4 WTP	3550 SW 168 St. Ocala, FL 34473	165/550	11,863
		Supplier	

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Marion Oaks 5 WTP	14170 SW 34 Terr. Rd. Ocala, FL 34473	165 Supplier	995
Marion Oaks 6 WTP	5950 SW 150 Ln. Ocala, FL 34473	550 Marion	7,862
McAteer Acres WTP	5399 SE 15th Ct. Ocala, FL 34480	55 Marion	Self-fill
Newton WTP	10149 N.W. 17th Ave. Ocala, FL 34475	30 Marion	Self-fill
Oak Creek Caverns WTP	4000 SE 20th Ave. Ocala, FL 34471	55 Marion	Self-fill
Oak Run 1 WTP	8899 SW 108 St. Ocala, FL 34481	4000 Marion	16,790
Oak Run 2 WTP	7235 SW 115 St. Rd. Ocala, FL 34481	165 Supplier	1,659
Oak Run WWTF	11400 SW 90th Ter. Ocala, FL 34472	(1) - 3000 (1) - 150 Marion	84,350
Oak Trace WTP	8390 SW 104 Pl. Ocala, FL 34481	165 Supplier	1095
Palm Cay WTP	10721 SW 80 Ave. Ocala, FL 34481	60 Marion	Self-fill
Pilot Oil WTP	4120 W HWY 326 Ocala, FL 34474	55 Marion	Self-fill
Pine Ridge Estates WTP	4851 NE 10th Street Ocala, FL 34470	100 Supplier	591
Pine Run # 2 WTP	9278 SW 102 Pl. Ocala, FL 34481	55 Marion	Self-fill
Pine Run # 3 WTP	9756 SW 102 Pl. Ocala, FL 34481	55 Marion	Self-fill
Ponderosa WTP	12335 SE 126th Court, Ocklawaha, FL 32179	55 Marion	Self-fill
Quail Meadow WTP	2951 NW 47th Ave. Ocala, FL 34474	55 Marion	Self-fill
Rainbow Lakes Estates WTP	21717 SW Honeysuckle St. Dunnellon, FL 34431	165 Supplier	915
Residential Water Systems WTP	5870 SE 42nd Ave. Ocala, FL 34478	165 Supplier	913
Salt Springs WTP	13841 N. HWY 19 Salt Springs, FL 32134	165 Supplier	664
Salt Springs Well #2	13841 N. HWY 19 Salt Springs, FL 32134	30 Marion	Self-fill

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Salt Springs WWTF	25320 E. Hwy. 316 Salt Springs, FL 32134	350	3,000
		Supplier	
SC North WTP	10994 SW 65th Ave. Rd. Ocala, FL 34476	250	3,587
		Supplier	
SC South WTP #1	17583 SE 102 Ave. Summerfield, FL 34491	165	1,685
		Supplier	
SC South WTP #2	17538 SE 101 Ave. Summerfield, FL 34491	165	1,825
		Supplier	
Sheri Oaks WTP	1891 NE 126th Place Sparr, FL 32617	30	Self-fill
Silver Springs Regional WTP	5815 East SS Blvd. Silver Springs, FL 34472	100	438
		Supplier	
Silver Springs Shores WTP B	493 Oak Road Ocala, FL 34472	500/650	As needed
		Supplier	
Silver Springs Shores WTP G	41 Hemlock Circle Ocala, FL 34472	1000	15,330
		Marion	
Silver Springs Shores WWTF	450 Emerald Road Ocala, FL 34472	5,000	140,000
		Marion	
Silver Springs Woods WTP	17815 SE 20th St. Silver Springs, FL	165	500
		Supplier	
South Lake Weir WTP	13761 SE 170 St. Weirsdale, FL 32195	55	Self-fill
		Marion	
South Oak WTP	4923 SE 30th Ct. Ocala, FL 34474	55	500
		Marion	
Spruce Creek Golf & Country Club -WTP # 1	13613 Del Webb Blvd. Summerfield, FL 34491	300	1,521
		Supplier	
Spruce Creek Golf & Country Club - WTP# 2	12255 Del Webb Blvd. Summerfield, FL 34491	500	10,429
		Supplier	
Spruce Creek Preserve WTP	11300 SW 136 Pl. Dunnellon, FL 34432	325/350	3,650
		Marion	
Stonecrest WTP	17155 SE 115th Court Summerfield, FL 34491	500 DW	9,125
		Supplier	
Stonecrest WWTF	SE 115th Ter. Rd. Summerfield, FL 34491	3,000	11,736
		Marion	
Stone Oaks WTP	1046 NW 43rd Ln. Ocala, FL 34475	55	Self-fill
		Marion	
Summerglen WTP	15605 SW 13 Cir. Ocala, FL 34472	300	3,042
		Supplier	

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Sun Country/ Paddock Downs WTP	6738 SW 85th St. Ocala, FL 34478	55 Marion	Self-fill
Timber Walk WTP	8599 SW 133 Ln. Rd. Ocala, FL 34473	165 Supplier	983
Turning Pointe Estates WTP	13001 SW 3rd Court Ocala, FL 34473	55 Marion	Self-fill
Track & Card	17970 S. US HWY 301 Summerfield, FL 34491	(2) - 55 Marion	Self-fill
Waldbusser's MHP WTP	9000 SE 183rd Ave. Ocklawaha, FL 32179	35 Marion	Self-fill
Windgate Estates WTP	4161 NE 5th Terrace, Ocala, FL 34479	100 Supplier	304

5. QUALITY ASSURANCE, SAFETY AND TRAINING

5.1 Sampling and Testing

5.1.1 All Sampling and Testing shall be in accordance with EPA and AWWA B300-10 standards and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at http://www.powellfab.com.

5.1.2 The approved laboratories are listed below for all sampling and testing whether during the bidding period or after the award. No other Laboratory shall be used unless expressly authorized as an Addendum to the bid issued by Marion County amending the Specification or an amendment to the contract between Marion County and Contractor.

NovaChem Laboratories
(513) 523-3605
5172 College Corner Pike, PO Box 608, Oxford, Ohio 45056

Thornton Laboratories
(813) 223-9702
1145 East Cass Street, Tampa, Florida 33602

Aqua Pure
(352) 355-2383
3855 East Silver Springs Boulevard, Suite 107, Ocala, Florida 34479

5.1.3 Sampling and Testing Prior to Unloading: The Contractor's delivery trailer shall have a sample port to provide a sample for analysis. At the sole discretion of Marion County, the Contractor's delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before the shipment is unloaded. Marion County will supply the sample container, and the driver shall collect the sample from the tank truck and turn it over to Marion County. The sample shall be considered representative of the lot. Marion County reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by Marion County that fails to comply with the Specification shall constitute grounds

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for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60-minute period, Marion County shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Marion County has the right to procure a shipment from another source, and this will failure to deliver shall constitute a second rejection. If a delivery tested and fails to meet the chlorine content requirements, the delivery will be rejected, and the contractor will be responsible for providing replacement product within 4 hours. In the event if any product load fails laboratory testing and must be rejected after delivery, the contractor will be responsible for removing the failed product and providing replacement product within 6 hours. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Marion County has the right to procure another shipment from another source. Failure to deliver replacement products will constitute a second product rejection. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Contractor's supply contract with Marion County.

5.1.4 Sampling and Test of Shipment After Unloading. Marion County reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications, and the Specification.

5.1.5 Certified Analysis. Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the Contractor, complies with all applicable requirements of this Specification and AWWA Standard B300-04, latest revision.

6.2 **Sodium Hypochlorite Tank Cleanings**

6.2.1 At any time during the performance of this Agreement, if Marion County has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall cleanout the tank at no charge to Marion County within seven (7) days, unless such timeframe is extended by Marion County. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to Marion County for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of Marion County. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to Marion County.

7. OCCUPATIONAL HEALTH AND SAFETY

7.1 Contractor Safety Requirements

7.1.1 Contractor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

7.1.2 Contractor delivery personnel must remain within safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other

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problems. It is the responsibility of Contractor delivery personnel to contain leaks and to report any and all spills.

7.2 Material Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Contractor must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
  - The potential for fire, explosion, corrosiveness and reactivity.
  - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to:

  Department of Labor and Employment Security
  Bureau of Industrial Safety and Health
  Toxic Waste Information Center
  2551 Executive Center, Circle West
  Tallahassee, Florida 32301-5014
  Phone: 800/367-4378

8. Emergency Plan of Action and Safety Training

8.1 Within 30 days of the award and acceptance of the contract for the supply of liquid sodium hypochlorite, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for Marion County to follow in case an emergency supply of liquid sodium hypochlorite is needed. The Contractor shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers who live within one hundred fifty miles of Marion County) and telephone contact numbers (24-hour contact numbers) within 30 days of award and acceptance of the contract to supply liquid sodium hypochlorite. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of Contractor. The Contractor shall indemnify and hold Marion County harmless for any failure to properly report and

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/or comply with this provision. In addition, Contractor shall bear all expenses of spills, unless caused by the sole negligence of Marion County.

8.1.1 Safe Handling Training. The Contractor shall provide an appropriate safe handling training course for liquid sodium hypochlorite within the first month of the contract, to all current Marion County operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The Contractor shall provide this assistance at no charge to Marion County.

8.1.2 Technical Assistance. The Contractor shall provide engineering and technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of liquid sodium hypochlorite in the water and wastewater treatment process. This expertise shall extend to the application of all other chemicals used by Marion County in its water treatment and wastewater treatment plants. The Contractor shall provide this assistance at no charge to Marion County.

9. *Calcium Hypochlorite 68% Minimum Available Chlorine 60%*

HIGH TEST CALCIUM HYPOCHLORITE (HTH) GRANULAR SPECIFICATIONS

1. Granular Chlorine Calcium Hypochlorite (HTH) 68% minimum available chlorine 65%.
2. Granular Chlorine Calcium Hypochlorite (HTH) cost per 100-pound pail.
3. Delivery shall be FOB, Ocala FL at the five (5) below Marion County Wastewater Facilities:

- Golden Ocala/NW Regional Wastewater Treatment Facility
  2550 NW 70th Avenue
  Ocala, Florida 34482
- Oak Run Wastewater Treatment Facility
  11400 SW 90th Terrace
  Ocala, Florida 34481
- Salt Springs Wastewater Treatment Facility
  SR 19 & SR 316
  Salt Springs, Florida 32134
- Silver Springs Shores Wastewater Treatment Facility
  450 Emerald Road
  Ocala, Florida 34472
- Stonecrest Wastewater Treatment Facility
  17200 SE 115th Avenue
  Summerfield, Florida 34491

Terms of this contract: Three (3) years, with an option to renew for three (3) additional one (1) year terms pending mutual agreement. The term shall not be for longer than six (6) years. Renewals shall be automatic and annual unless a price increase is requested; price increases shall ONLY be considered upon renewal dates, must be supported by an industry documented increase, shall not exceed three percent (3%), and must be Board approved.

Negotiations: Projects may be held with the most qualified firm for compensation which the County determines is fair, competitive, and reasonable. The County shall require the firm receiving the award to execute a truth-in-

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negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

Should the the County be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The County reserves the right to either continue negotiations with the second ranked firm and so forth accordingly, or to terminate the negotation process.

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PRICING			
ITEM	**UNIT**	**ESTIMATED QUNTITY UNIT PRICE TOTAL COST**	**UNIT PRICE**
Sodium Hypochlorite	Gallon	290000	$1.84
HTH	50# BUCKET	100	$450.00

DELIVERY TIME	
TYPE OF DELIVERY	**NUMBER OF DAYS**
Normal Delivery - Utility Locations	2
Emergency Delivery - Utility Locations	1

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20339 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.6.12.

SUBJECT:
Request Approval of Task Order: 20Q-170-TO-31, Architectural Services - Marion County Sheriff's Office Helicopter Hangar Design - Partin Architecture Co., Ocala, FL (Budget Impact - Neutral; expenditure of $232,800)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On October 20, 2020, the Board approved a Selection Committee recommendation for qualified Architectural firms. Marion County Sheriff's Office has assigned the Architectural and Engineering services for the Marion County Sheriff's Office helicopter hangar expansion design to Partin Architecture. The firm will provide architectural design phase services, including structural, mechanical, electrical, plumbing, and civil engineering. This will include code research, site evaluation, project coordination and construction documents. Additionally, the firm will deliver signed and sealed drawings as required for permitting.

BUDGET/IMPACT:
Neutral; project cost is $232,800. Funds are available in line VJ736521-563102 (Infrastructure Surtax Capital Project Fund)

RECOMMENDED ACTION:
Motion to approve, and upon approval by Legal, authorize the Chairman to execute the contract for Partin Architecture Co. under 20Q-170-TO-31.

TASK ORDER TO THE AGREEMENT

In accordance with the Architectural Services Agreement, approved by the Board of County Commissioners on October 20, 2020 (the "Agreement") for work within the scope of 20Q-170-TO-31 MCSO Helicopter Hangar Design, this Task Order to the Agreement (this "Amendment") is made and entered into between Partin Architecture Co whose address is 936 East Fort King Street, Ocala, FL 34471, and possessing FEIN# 20-5707170 ("FIRM") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471 ("COUNTY").

WITNESSETH

WHEREAS the parties wish to amend the Agreement as set forth below; and;

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Amendment shall be deemed to amend and become a part of the Agreement in accordance with the original Solicitation and Agreement for Architectural Services under 20Q-170.
2. FIRM's services and performance will be in accordance with the scope of service and fee schedule, Exhibit A hereto. The total cost for the Project will not exceed Two Hundred Thirty-Two Thousand, Eight Hundred ($232,800.00). The Project shall reach completion within an estimated 180 calendar days. All Work shall proceed in a timely manner without delays. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) days if 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.

IN WITNESS WHEREOF the parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: September 3, 2025
20Q-170-TO-31 MCSO Helicopter Hangar Design

PARTIN ARCHITECTURE CO

BY: DATE

PRINTED:

ITS: (TITLE)

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EXHIBIT A
SCOPE OF WORK & FEE SCHEDULE

PARTIN
ARCHITECTURE

April 25, 2025

Sheriff Billy Woods
Logistics, Facilities, and Forensics Division Commander
Marion County Sheriffs Department
Via Email: krowe@marionso.com

Re: Project Name: MCSO Helicopter Hangar
Project Location: Ocalal International Airport
Project Size (SF): 10,500sf

Captain Rowe:

In accordance with our recent conversations and correspondence, this letter is to serve as our proposal for professional services for the referenced project. The general scope of work is to include the following:

- We shall provide the following:
- Architectural - Partin Architecture Co.
- Structural - ASE Engineering Services, Inc. (Foundation only)
- Mechanical/Plumbing - Engineered Professionals, Inc.
- Electrical - KBA Engineering

Architectural/Engineering Basic Services			Architectural/Engineering Additional Services		
•	Code Research	included		*Measured Drawings*	*n/a*
•	Project/Team Coordination	included		*Existing Facility Surveys*	*n/a*
•	Architectural	$80,600.00	•	Site Evaluation and Planning	included
•	Structural Engineering	$6,670.00	•	Civil Engineering	$99,417.50
•	Mechanical Engineering	$18,543.75	•	Landscape (No Irrigation)	included
•	Electrical Engineering	$18,543.75	•	Survey (Boundary/Topo)	included
•	Schematic Design	included	•	Architectural Interior Design	included
•	Design Development	included	•	Site Lighting	$0.00
•	Construction Documents	included	•	Emergency Generator Design	$0.00
•	Construction Phase - Limited (8) site visits max	included	•	Fire Sprinkler Design	included
			•	Foam Fire Suppression	$4,025.00
•	Submittal Reviews	included		*3D Models/Colored Renderings*	*not included*
•	Substantial Completion	included		*Public Presentation/Hearing*	*not included*
•	Final Completion	included	•	Governmenatal Fee Allowance	$5,000.00
Subtotal		**$124,357.50**	Subtotal		**$108,442.50**

Compensation - Stipulated Sum		
10%	Initial Payment/Retainer	$23,280.00
15%	Schematic Design Phase	$34,920.00
20%	Design Development Phase	$46,560.00
40%	Construction Document Phase	$93,120.00
15%	Construction Phase	$34,920.00
Total Compensation *(includes $5000.00 allowance City of Ocala/SWFWMD Site Application Fees)*		**$232,800.00**

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Specific Items Excluded from this Proposal			
•	Environmental Assessments	•	Building Commissioning Services
•	Construction Cost Estimates	•	Green Bldg. or LEEDs Certification
•	Soil Testing/Borings/Geotechnical	•	Scope Changes after Final Documents
•	Life Cycle Cost Analysis	•	Complete Hydraulic Calculations
•	Data/Low Voltage	•	Prints/Plots
•	Value Engineering after awarded bid	•	Furniture and Artwork

We shall issue progress billings monthly with terms of net thirty (30) days. Please sign and return a copy of this proposal if these terms are acceptable. Thank you for considering Partin Architecture for these services. Please do not hesitate to call if you have any questions or require additional information.

The Terms and Conditions on the following pages of this proposal are part of this agreement.

Sincerely,

J. Michelle Partin, President
Partin Architecture Co.

Sheriff Billy Woods

6-4-25
Date

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PARTIN
ARCHITECTURE

August 6, 2025

Re: MCSO Helicopter Hangar

Preliminary Project Deliverable Schedule

Notice to Proceed	
Survey / Geotechnical	6 weeks
Conceptual Design & Site Planning	4 weeks
Design Development & Civil Site Design	4 weeks
Construction Documents	8 weeks
Civil Regulatory Agency Permitting	5 months
Total A/E Permitting including Civil Ready for Construction	Estimated 180 days from Notice to Proceed

Sincerely,

J. Michelle Partin, Architect
Partin Architecture Co.

AR92862

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936 East Ft. King Street, Ocala, FL 34471 - AA26001291 - Phone 352.629.3867 - Fax 352.629.3866 - www.partinarchitecture.com

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20242 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.6.13.

SUBJECT:
Request Approval of Task Order: 21Q-219-TO-09 Public Safety Communications Radio Tower Electrical Improvements at: Dunnellon Water Tower, Classic Mile Tower and Pistol Range Tower - Chuck's Stokes Electric of Central Florida Inc., Ocala FL (Budget Impact - Neutral; expenditure of $74,662)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On October 5, 2021, the Board approved a contract with Chuck's Stokes Electric of Central Florida, Inc. (Stokes) to provide electrical services for the County on as needed basis. Following this approval, Marion County Public Safety Communication selected Stokes to install Cam - Lock systems at the following radio tower locations: Dunnellon Water Tower, Classic Mile Tower, and Pistol Range Tower. The work includes the installation of a single phase, 2 pole, 200-to-300-amp, 120/240-volt service. This includes supplying and installing two sets of generator cables (4/0) with male and female cam-locks connectors and bare end pigtails.

A copy of Stokes's proposal and contract is attached for review and will be included as a backup documentation for the associated purchase order.

BUDGET/IMPACT:
Neutral; expenditure of $74,662. Funding is from AA310529-546301 (General Fund).

RECOMMENDED ACTION:
Motion to approve the recommendation and authorize staff to release the purchase order to Chuck's Stokes Electric of Central Florida Inc. under 21Q-219.

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Chuck's Stokes Electric of Central Fla Inc.**, whose principal address is 1734 N. Magnolia Ave., Ocala, FL 34475 with a mailing address of PO Box 930, Ocala, FL 34478, possessing FEIN# 45-4771979 (hereinafter referred to as "FIRM") under seal for the Electrical Trades Contract Services, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hero executed by the Parties hereafter, together with the following (if any):

Marion County Bid #21Q-219 - Electrical Trades Contract Services, the Offer, Project Bid Scope and or Specifications, any/all Addenda as issued in support of this Bid, and Certificate of Insurance.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon Board Approval, and execution of all parties; and shall continue for three (3) years, until October 31, 2024. Pending mutual agreement, there is one (1) annual renewal option available.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 21Q-219 to perform Electrical Trade Contract Services on an as-needed basis to Marion County owned and leased buildings, more fully set forth on Exhibit A – Scope of Work hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment per Exhibit B – Fee Schedule hereto, (the "Agreement Price"), to FIRM under COUNTY's established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

B. FIRM shall comply with public records laws, specifically:
   - Keep and maintain public records required by COUNTY to perform the Work;
   - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
   - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either

for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.09(1), F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for a least one (1) year after the date of termination.
h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs,

physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.
   1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.
   3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
      c. Been engaged in business operations in Cuba or Syria; or

d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work, EXHIBIT B – Fee Schedule**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Chuck's Stokes Electric of Central Fla Inc.
PO Box 930, Ocala, FL 34478
CONTACT PERSON: Charles B. Stokes Jr. | Phone: 352-351-4605

COUNTY: Marion County Facilities Management
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: greg@stokesfl.com and celia@stokesfl.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

10/05/2021
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

10/05/2021
JEFF GOLD DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

10/8/2021
For: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: October 5, 2021
21Q-219 | Electrical Trades Contract Services

WITNESS:

SIGNATURE
Tiffany Rowther
PRINTED NAME

CHUCK'S STOKES ELECTRIC OF CENTRAL FLA INC.

10.6.21
BY: DATE
Chuck Stokes
PRINTED:
Pres
ITS: (TITLE)

WITNESS:

SIGNATURE
GREG Rowe
PRINTED NAME

EXHIBIT A - SCOPE OF WORK

DESCRIPTION
Perform electrical replacement and repairs on an as needed basis to Marion County owned and leased buildings.

QUALIFICATIONS
1. Contractor must provide proof of current State of Florida Contractor License (Electrical). Said license shall be in the vendor's name and as it appears on the official bid form. Upon notification, vendor shall provide copies of all applicable licenses.

2. Contractor must have proof of a minimum of five (5) years in business under the same name.

3. Contractor shall provide a list of employees available to perform the services. The list must contain employee's name, copy of certification, work history, length of time in current position, and length of time with current employer. Must provide Marion County Facilities Management a primary contact.

4. Contractor shall provide a list of references for work performed from at least five (5) customers within the last five (5) years, which comparable in size and complexity to the scope of work in this project. These references should be from customers for which the proposed contractor has performed electrical trade work for – i.e. commercial and industrial type work. The customer should also have been contracted with the proposed contractor for a minimum of one year. Each reference shall include brief description of work provided, length of time under contract, contact person, telephone number, and email address. Must provide three (3) reference letters for the primary contact.

SPECIFICATIONS
Work proposals will be approved once an email is sent to the contractor from a Facilities Management representative accepting the work and cost in the proposal before any work can commence. The proposal shall include a "not to exceed" price for labor and material cost plus 10%. The final bill should only include actual hours worked and receipts for equipment/materials purchased/rented with the 10% markup.

If the scope of work changes during the accepted proposed work, a new proposal shall be submitted by the firm and once again approved by the Facilities Management representative.

The successful firms shall bill hourly rates which are dependent on the time the work commences. Should services be requested during the normal schedule business work day, the regular rate shall be used. However, should the work continue beyond the regularly scheduled work day, only the hours worked after 5:30 p.m. shall be billed at the overtime rate (1.5-hour standard rate). For example, should a work request be issued for services to begin at 2:00 pm and the work continues until 7:00 pm, the invoice shall reflect a standard rate for the service from 2:00 pm until 5:30 pm and an overtime rate for the services from 5:30 p.m. to 7:00 p.m. Should a work request be issued after regularly scheduled work hours, the overtime rate will prevail until 7:00 a.m. of the next normal work day and will then revert to straight time rates. Time cards shall be submitted with all bills and must match hours and rate being billed along with the employee's name.

All work under this Bid shall be performed by the contractor's regular employees. Sub-contracting of work is not allowed without consent from Marion County Facilities Division. All employees performing any services under this bid will be required to pass a level 1 background check performed by the Marion County Sheriff's Office and sent to Facilities Management prior to award.

Hourly rates shall include administration, vehicle and any associated costs for each employee.

Any equipment or material required to perform work requested by the County shall be billed at cost plus 10% markup. Receipts shall be submitted with final bill to match any equipment or material being billed.

Company owned equipment shall be reimbursed at the latest nationally recognized FEMA equipment rates; unless the County is requesting a lump sum bid for a particular project. See Attachment (FEMA Schedule of Equipment Rates 2019). Company service vehicles shall not be reimbursed, as those costs shall be included in the hourly rates. If a specific type of equipment is not on the current attached FEMA equipment rates, the reimbursement price will be negotiated and approved by the Facilities Management project team.

Facilities Management reserves the right to request lump sum when it is in the best interest of the County. The successful contractor will be expected to be available to provide services immediately upon issuance of a Notice to Proceed or email.

- By seeking proposals from Contractors, the County does not represent that it will utilize the successful Contractor's services any guaranteed number of times over the course of the year.
- The County reserves the right to utilize the services contained within this Bid via other means.

The Contractor must comply with all local and State and Federal laws, rules and regulations for their trade and possess the applicable valid State of Florida License. The County will require that the Contractor be on call on a 24-hour basis for any emergency that may occur. The firm must be able to respond to the County site within four (4) hours after request for regular service and within two (2) hours of an emergency request for service. It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested to the extent supplies, materials, and parts are required to perform the work. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by the County. Such supplies, materials and parts shall be of new quality and the cost of such shall be billed as reflected in the proposal from the Contractor.

- Marion County Facilities Management reserves the right to direct purchase equipment.

WARRANTY

Unless otherwise specified, the Contractor agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid. A minimum of 1-year parts and labor warranty is acceptable on all services rendered to the county.

SPECIAL CONDITIONS

Work will be distributed at the discretion of the project management team, based on performance and partnership with the county for each trade. Vendors who fail to respond within the four (4) hours regular service or two (2) hours emergency service will be subject to a vendor complaint.

Vendors must possess a Marion County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.

7. Any additions, deletions, or modifications similar in cost or material after contract award will need to be signed off by both Facilities Management and the successful contractor. Price for any additions, deletions, or modifications to the contractor will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion or modification is accepted, an amendment to the contract will be issued to the contractor.

SAFETY REQUIREMENTS/REGULATIONS

The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, and Lock out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:
First violation: Correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: This may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

Should the work site be in a hazardous area, the County shall furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site.

The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

EXHIBIT B
FEE SCHEDULE

Group	Description	Unit	Regular Working Hours	Overtime/Emergency Hours
1	Master Electrician	Hrs.	$65.00	$75.00
2	Journeyman	Hrs.	$55.00	$65.00
3	Apprentice	Hrs.	$35.00	$45.00

CHUCK'S

PROPOSAL

STOKES ELECTRIC OF CENTRAL FLA, INC.

P O BOX 930 OCALA, FL. 34478
EC0002202
(352) 351-4605 OFFICE
(352) 351-4436 FAX



PROPOSAL SUBMITTED TO:
MARION COUNTY
PUBLIC SYSTEMS COORDINATOR

MARCH 5, 2025, PREPARED BY: NOAH

DUNNELLON WATER TOWER
20976 W HWY 40, DUNNELLON, FL 34431

SINGLE PHASE 2 POLE 200 AMP 120/240 VOLT SERVICE

SCOPE IS TO ADD A SECOND ATS AUTOMATIC TRANSFER SWITCH TO THE EXISTING EMERGENCY SYSTEM TO FACILITATE THE USAGE OF A PORTABLE GENERATOR IN PARALLEL WITH THE ONSITE PERMANENT MOUNT GENERATOR IN CASE THE ONSITE GENERATOR DOES NOT START OR FAILS.

- WE SUPPLY AND INSTALL THE NEW ATS AUTOMATIC TRANSFER SWITCH AND CAM LOCK EQUIPMENT.
- INSTALL NEW ATS SWITCH ON TWO CONCRETE POSTS WITH UNISTRUT OUTSIDE OF FENCE NEXT TO THE GENERATOR.
- REMOVE THE EXISTING OUTSIDE FLEXIBLE CONDUIT OUT THE BACK OF THE EXISTING ATS AND RELOCATE TO NEW ATS SWITCH.
- INSTALL NEW FLEXIBLE CONDUIT AND 200 AMP WIRE FROM THE NEW ATS TO THE EXISTING ATS.
- INCLUDES REWIRING THE EXISTING ATS, NEW ATS AND GENERATOR TOGETHER.
- WE WILL INSTALL CONTROL WIRES AS NEEDED.
- INCLUDES INSTALLING A 12 VOLT RELAY TO CONTROL THE SWITCHING BETWEEN THE TWO ATS SWITCHES.
- A CORD WILL BE SUPPLIED AND WIRED INTO THE RELAY TO BE USED TO CONNECT TO THE PORTABLE GENERATOR TO ACTIVATE THE STARTUP OF THE PORTABLE GENERATOR.
- ONCE THE NEW INSTALLATION IS COMPLETE, WE SUGGEST HAVING ALL PARTIES ONSITE, TRI-CO, ZABATT, MARION COUNTY, CHUCK'S STOKES ELECTRIC TO SIMULATE A POWER LOSS AND CONFIRM THE SYSTEM WORKS AS DESIRED.
- THE COUNTY TO SUPPLY THE PORTABLE GENERATOR AND GENERATOR CABLES TO CONFIRM THEY MATCH THE NEW CAM LOCK CONNECTIONS.
- WE WILL BE ONSITE TO CONNECT FOR THE FIRST TIME AND DEMONSTRATE TO THE COUNTY HOW TO CONNECT AND DISCONNECT THE PORTABLE GENERATOR.

ATS / CAMLOCK (6,420.00 X 10%)	$ 7,062.00
MISCELLANEOUS MATERIALS, CONDUIT, WIRE, STRAPS, ETC.	$ 3,502.00
LABOR 196 HOURS X 65 PER HOURS	$ 12,740.00
PERMIT	$ 200.00

WE HEREBY PROPOSE TO FURNISH MATERIAL & LABOR, COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF: **$ 23,504.00**
PROPOSAL PRICES SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN 10 DAYS

PAYMENT TO BE MADE AS FOLLOWS: **PAYMENT DUE UPON RECEIPT OF INVOICE. A DEPOSIT MAY BE REQUIRED IF MATERIAL IS SPECIAL ORDERED.**

ALL WORK AND MATERIAL GUARANTEED AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. IF UNDERGROUND INSTALLATION IS INVOLVED AND ROCK OR ANY OBSTRUCTIONS ARE ENCOUNTERED, PRICE IS SUBJECT TO CHANGE. TESTING AND SURVEYING NOT INCLUDED UNLESS STATED ABOVE. OWNER/CONTRACTOR TO BE RESPONSIBLE FOR COORDINATING ANY AND ALL LOCATES NECESSARY FOR JOB. CHUCK'S STOKES ELECTRIC OF CENTRAL FLA. INC. ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES TO UNDERGROUND UTILITIES OF ANY KIND, PRIVATE OR PUBLIC, INCLUDING BUT NOT LIMITED TO CABLE TELEVISION, TELEPHONE, POWER, WATER, GAS, SEWER, SECONDARY POWER, SEPTIC SYSTEMS, ETC. CHUCK'S STOKES ELECTRIC OF CENTRAL FLA. INC. ASSUMES NO RESPONSIBILITY FOR DAMAGE TO CONCRETE, ASPHALT, ETC, FROM MEANS OF BORING. UNLESS SPECIFIED ALL PATCHES TO CONCRETE AND/OR ASPHALT, ETC NOT INCLUDED IN PROPOSAL. THE OWNER IS RESPONSIBLE FOR CARRYING FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE. AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. CHUCK'S STOKES ELECTRIC OF CENTRAL FLA. INC. HAS THE RIGHT TO CANCEL THIS SIGNED CONTRACT AT ANY TIME, FOR ANY REASON. OUR SERVICE WORK AT THE ABOVE LOCATION IS LIMITED TO ITEMS SPECIFIED, NO PART OF THE EXISTING ELECTRICAL SYSTEM IS TO BE INSPECTED OR TESTED BY OUR EMPLOYEES, THEREFORE WE CANNOT BE RESPONSIBLE FOR ANY FUTURE PROBLEMS. IF YOU WOULD LIKE A COMPLETE INSPECTION AND REPAIR OF YOUR ELECTRICAL SYSTEM DONE, AT TIME AND MATERIAL, PLEASE CALL OUR OFFICE FOR APPOINTMENT. PLEASE FORWARD A COPY TO THE PROPER PARTIES INVOLVED.

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICE SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. OWNER / CONTRACTOR AGREES TO PAY ANY ATTORNEY FEE'S THAT MAY ACCRUE, DUE TO NON-PAYMENT.

DATE OF ACCEPTANCE _____ PRINT NAME _____ SIGNATURE _____

DRAFT

CHUCK'S

PROPOSAL

STOKES ELECTRIC OF CENTRAL FLA, INC.

P O BOX 930 OCALA, FL. 34478
EC0002202
(352) 351-4605 OFFICE
(352) 351-4436 FAX



PROPOSAL SUBMITTED TO:
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC SAFETY COMMUNICATIONS

MARCH 5, 2025, PREPARED BY: NOAH

PISTOL RANGE TOWER
2024 SW 8TH PL, OCALA, FL 34471

SINGLE PHASE 2 POLE 300 AMP 120/240 VOLT SERVICE

SCOPE IS TO ADD A SECOND ATS AUTOMATIC TRANSFER SWITCH TO THE EXISTING EMERGENCY SYSTEM TO FACILITATE THE USAGE OF A PORTABLE GENERATOR IN PARALLEL WITH THE ONSITE PERMANENT MOUNT GENERATOR IN CASE THE ONSITE GENERATOR DOES NOT START OR FAILS.

- WE SUPPLY AND INSTALL THE NEW ATS AUTOMATIC TRANSFER SWITCH AND CAM LOCK EQUIPMENT.
- THE NEW ATS AND CAM LOCK EQUIPMENT TO BE INSTALLED ON THE OUTSIDE OF THE BUILDING.
- WE INCLUDE REMOVING THE OUTSIDE CONDUIT LB AND INSTALLING THE NEW ATS SWITCH.
- INCLUDES INSTALLING 300 AMP WIRE BETWEEN THE NEW ATS AND EXISTING ATS.
- INCLUDES REWIRING THE EXISTING ATS, NEW ATS AND GENERATOR TOGETHER.
- WE WILL INSTALL CONTROL WIRES AS NEEDED.
- INCLUDES INSTALLING A 12 VOLT RELAY TO CONTROL THE SWITCHING BETWEEN THE TWO ATS SWITCHES.
- A CORD WILL BE SUPPLIED AND WIRED INTO THE RELAY TO BE USED TO CONNECT TO THE PORTABLE GENERATOR TO ACTIVATE THE STARTUP OF THE PORTABLE GENERATOR.
- ONCE THE NEW INSTALLATION IS COMPLETE, WE SUGGEST HAVING ALL PARTIES ONSITE, TRI-CO, ZABATT, MARION COUNTY, CHUCK'S STOKES ELECTRIC TO SIMULATE A POWER LOSS AND CONFIRM THE SYSTEM WORKS AS DESIRED.
- THE COUNTY TO SUPPLY THE PORTABLE GENERATOR AND GENERATOR CABLES TO CONFIRM THEY MATCH THE NEW CAM LOCK CONNECTIONS.
- WE WILL BE ONSITE TO CONNECT FOR THE FIRST TIME AND DEMONSTRATE TO THE COUNTY HOW TO CONNECT AND DISCONNECT THE PORTABLE GENERATOR.

ATS / CAMLOCK (8,509.00 X 10%)	$ 9,360.00
MISCELLANEOUS MATERIALS, CONDUIT, WIRE, STRAPS, ETC.	$ 3,194.00
LABOR 227 HOURS X 65 PER HOURS	$ 14,755.00
PERMIT	$ 200.00

WE HEREBY PROPOSE TO FURNISH MATERIAL & LABOR, COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF: **$ 27,509.00**
PROPOSAL PRICES SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN 10 DAYS

PAYMENT TO BE MADE AS FOLLOWS: **PAYMENT DUE UPON RECEIPT OF INVOICE. A DEPOSIT MAY BE REQUIRED IF MATERIAL IS SPECIAL ORDERED.**

ALL WORK AND MATERIAL GUARANTEED AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. IF UNDERGROUND INSTALLATION IS INVOLVED AND ROCK OR ANY OBSTRUCTIONS ARE ENCOUNTERED, PRICE IS SUBJECT TO CHANGE. TESTING AND SURVEYING NOT INCLUDED UNLESS STATED ABOVE. OWNER/CONTRACTOR TO BE RESPONSIBLE FOR COORDINATING ANY AND ALL LOCATES NECESSARY FOR JOB. CHUCK'S STOKES ELECTRIC OF CENTRAL FLA. INC. ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES TO UNDERGROUND UTILITIES OF ANY KIND, PRIVATE OR PUBLIC, INCLUDING BUT NOT LIMITED TO CABLE TELEVISION, TELEPHONE, POWER, WATER, GAS, SEWER, SECONDARY POWER, SEPTIC SYSTEMS, ETC. CHUCK'S STOKES ELECTRIC OF CENTRAL FLA. INC. ASSUMES NO RESPONSIBILITY FOR DAMAGE TO CONCRETE, ASPHALT, ETC, FROM MEANS OF BORING. UNLESS SPECIFIED ALL PATCHES TO CONCRETE AND/OR ASPHALT, ETC NOT INCLUDED IN PROPOSAL. THE OWNER IS RESPONSIBLE FOR CARRYING FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE. AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. CHUCK'S STOKES ELECTRIC OF CENTRAL FLA. INC. HAS THE RIGHT TO CANCEL THIS SIGNED CONTRACT AT ANY TIME, FOR ANY REASON. OUR SERVICE WORK AT THE ABOVE LOCATION IS LIMITED TO ITEMS SPECIFIED, NO PART OF THE EXISTING ELECTRICAL SYSTEM IS TO BE INSPECTED OR TESTED BY OUR EMPLOYEES, THEREFORE WE CANNOT BE RESPONSIBLE FOR ANY FUTURE PROBLEMS. IF YOU WOULD LIKE A COMPLETE INSPECTION AND REPAIR OF YOUR ELECTRICAL SYSTEM DONE, AT TIME AND MATERIAL, PLEASE CALL OUR OFFICE FOR APPOINTMENT. PLEASE FORWARD A COPY TO THE PROPER PARTIES INVOLVED.

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICE SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. OWNER / CONTRACTOR AGREES TO PAY ANY ATTORNEY FEE'S THAT MAY ACCRUE, DUE TO NON-PAYMENT.

DATE OF ACCEPTANCE _____ PRINT NAME _____ SIGNATURE _____

DRAFT

PROPOSAL

CHUCK'S
STOKES ELECTRIC OF CENTRAL FLA, INC.
P O BOX 930 OCALA, FL. 34478
EC0002202
(352) 351-4605 OFFICE
(352) 351-4436 FAX



PROPOSAL SUBMITTED TO:
MARION COUNTY
PUBLIC SYSTEMS COORDINATOR

JULY 1, 2025, PREPARED BY: NOAH

CLASSIC MILE TOWER
13346 SW 41ST PL, OCALA, FL 34481

SINGLE PHASE 2 POLE 200 AMP 120/240 VOLT SERVICE

SCOPE IS TO ADD A SECOND ATS AUTOMATIC TRANSFER SWITCH TO THE EXISTING EMERGENCY SYSTEM TO FACILITATE THE USAGE OF A PORTABLE GENERATOR IN PARALLEL WITH THE ONSITE PERMANENT MOUNT GENERATOR IN CASE THE ONSITE GENERATOR DOES NOT START OR FAILS.

- WE SUPPLY AND INSTALL THE NEW ATS AUTOMATIC TRANSFER SWITCH AND CAM LOCK EQUIPMENT.
- THE NEW ATS AND CAM LOCK EQUIPMENT TO BE INSTALLED ON THE OUTSIDE OF THE BUILDING.
- REMOVE THE EXISTING LB ON THE OUTSIDE OF THE BUILDING. INSTALL NEW ATS SWITCH ON THE OUTSIDE BLOCK WALL AND INSTALL CONDUITS AND 200 AMP WIRE BETWEEN THE EXISTING ATS AND THE NEW ATS.
- INCLUDES REWIRING THE EXISTING ATS, NEW ATS AND GENERATOR TOGETHER.
- WE WILL INSTALL CONTROL WIRES AS NEEDED.
- INCLUDES INSTALLING A 12 VOLT RELAY TO CONTROL THE SWITCHING BETWEEN THE TWO ATS SWITCHES.
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ATS / CAMLOCK (6,420.00 X 10%)	$ 7,062.00
MISCELLANEOUS MATERIALS, CONDUIT, WIRE, STRAPS, ETC.	$ 2,982.00
LABOR 182 HOURS X 65 PER HOURS	$ 11,830.00
PERMIT	$ 200.00

WE HEREBY PROPOSE TO FURNISH MATERIAL & LABOR, COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF: **$ 22,074.00**
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DATE OF ACCEPTANCE _____ PRINT NAME _____ SIGNATURE _____

DRAFT

CHUCK'S

PROPOSAL

STOKES ELECTRIC OF CENTRAL FLA, INC.

P O BOX 930 OCALA, FL. 34478
EC0002202
(352) 351-4605 OFFICE
(352) 351-4436 FAX



PROPOSAL SUBMITTED TO:

MAY 28, 2025
PREPARED BY: NOAH

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC SAFETY COMMUNICATIONS

- SUPPLY AND INSTALL TWO SETS OF 3' GENERATOR CABLE (4/0) WITH FEMALE CAMLOCKS AND BARE END FOR PIGTAILS.
  - (1) BLACK, (1) RED, (1) WHITE, AND (1) GREEN PER SET

WE HEREBY PROPOSE TO FURNISH MATERIAL & LABOR, COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF: **$ 789.00**
PROPOSAL PRICES SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN 10 DAYS

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DATE OF ACCEPTANCE	PRINT NAME	SIGNATURE

DRAFT

CHUCK'S

PROPOSAL

STOKES ELECTRIC OF CENTRAL FLA, INC.

P O BOX 930 OCALA, FL. 34478
EC0002202
(352) 351-4605 OFFICE
(352) 351-4436 FAX



PROPOSAL SUBMITTED TO:

JULY 16, 2025
PREPARED BY: NOAH

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC SAFETY COMMUNICATIONS

- SUPPLY AND INSTALL TWO SETS OF 3' GENERATOR CABLE (4/0) WITH MALE CAMLOCKS AND BARE END FOR PIGTAILS.
  - (1) BLACK, (1) RED, (1) WHITE, AND (1) GREEN PER SET

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DATE OF ACCEPTANCE	PRINT NAME	SIGNATURE
_____	_____	_____

DRAFT

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20278 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.7.1.

SUBJECT:
Request Approval of the Release of a Subdivision Improvement Agreement with Irrevocable Letter of Credit Associated with Emerson Pointe Development, LLC (Budget Impact - None)

INITIATOR:
Steven Cohoon, P.E. County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to approve the Release of a Subdivision Improvement Agreement with Irrevocable Letter of Credit associated with Emerson Pointe Development, LLC. The engineering improvements were inspected on October 23, 2024, and the Landscape Certification was provided to the County on June 26, 2025. The release will be recorded on 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.

FILLABLE FORM

RECEIVED
AUG 16 2025
Marion County
Office of County Engineer

720

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Pool (Last) Aaron (First) (Dept) Office of the County Engineer - 4121

(Title) Land Development Manager (Phone) (352) 671-8338

Signature Aaron M Pool Date August 14, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

This is a request to approve a Release of a Subdivsion Improvement Agreement with Irrevocable Letter of Credit associated with Emerson Pointe Development, LLC. The improvements were inspected on October 23, 2024 and a Certification of Satisfactory Completion letter has been sent to the Developer. The release will be recorded in the Public Record for proper satisfaction of the surety bond.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Wednesday, September 3, 2025

Agenda Deadline Date for **Legal:** Friday, August 8, 2025 Agenda Deadline Date for **Admin:** Thursday, August 21, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-788

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☑ Linda Blackburn Asst. County Attorney ☐ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Victoria Ryder at 3:06 pm, Aug 14, 2025

Attorney Signature: Linda A Blackburn Date Aug 14 2025

Staff Signature: _____ (Completed) Date: 8/15/25 Returned: ☒ Department ☐ Admin ☐ _____

Rev2 03/19/2025

Tillman & Associates
ENGINEERING, LLC.

June 26, 2025

Marion County Office of the County Engineer
Development Review
412 SE 25th Avenue
Ocala, FL 34471-2687

Subject: As-built Certification for Landscape and Irrigation
Project Name: EMERSON POINTE PHASE 1
Project: 2023050018
Application: IMPROVEMENT PLAN #29362

Dear Development Review,

I hereby certify to the Board of County Commissioners of Marion County, Florida, that the landscape and irrigation for the above-referenced project is fully and satisfactorily complete.

The submitted as-built plans prepared by Signature Sod Service LLC include acceptable changes to plant layout, material, and size, and is the staff supported installation as approved by the Marion County Office of the County Engineer, Development Review (#32451 5/16/2025 and item 6.1, 5/19/2025). Irrigation is sourced from a dedicated well with a backflow preventer and filter, and the automatic two-wire system has tree bubblers, low-flow drip emitters, zone timer, and a rain sensor.

The landscape and irrigation installation meets the intent of the approved plans (09/19/2023) and the provisions of the Marion County Land Development Code.

Respectfully,

Jon R. Phillips, PLA, ASLA

Registered Landscape Architect Number
State of Florida: LA6666960

Date: JUN 26 2025
SEAL REQUIRED

REGISTERED LANDSCAPE ARCHITECT JON R. PHILLIPS LA6666960 STATE OF FLORIDA

Civil Engineering · Environmental · GIS · Land Planning · Landscape Architecture
1720 SE 16th Ave., Bldg. 100 · Ocala, FL. 34471
Phone: 352.387.4540 Fax: 352.387.4545 Email: mail@tillmaneng.com Web: www.tillmaneng.com

Record and Return to:
Office of the County Engineer
412 SE 25th Avenue
Ocala, FL 34471

This Document Prepared By:
Sandra Sapp
Office of the County Engineer
412 SE 25th Avenue
Ocala, FL 34471

Release of Subdivision Improvement Agreement with Irrevocable Letter of Credit

Marion County, a political subdivision of the State of Florida, (hereinafter the "County"), does hereby fully and finally release and discharge that certain Marion County standard form Subdivision Improvement Agreement with Surety Bond (the "Subdivision Improvement Agreement"), executed on or about August 27, 2024, and recorded on or about October 8, 2024, at O.R. Book 8441, Pages 1684-1687, of the Public Records of Marion County, Florida, and pertaining to the following described subdivision:

Emerson Pointe Development, LLC (the "Subdivision Improvement Agreement")

The County hereby acknowledges that the improvements in the Subdivision have been inspected and found to meet all requirements of the Subdivision Improvement Agreement and the security provided as a condition of the Subdivision Improvement Agreement has been previously fully and finally released.

Date: _____

ATTEST:

_____
Gregory C. Harrell, Clerk

BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA

By: _____
Name: Kathy Bryant
Title: Chairman

Approved as to Form
And Legal Sufficiency

_____ for
Marion County Attorney

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

October 23,2024

TILLMAN AND ASSOCIATES ENGINEERING, LLC
JEFF MCPHERSON
1720 SE 16TH AVE
OCALA, FL 34471

SUBJECT: **INSPECTION APPROVAL LETTER**
PROJECT NAME: EMERSON POINTE PHASE 1 (AKA: DR HORTON @ NE 35TH ST)
PROJECT #2023050018 APPLICATION #29362

Dear Jeff,

Please be advised that, based on the project engineer's Certification of Satisfactory Completion, the Office of the County Engineer inspected the roads and drainage facilities in the above referenced project and found the same to be in apparent conformance with the approved project plans.

Sincerely,

Steven Cohoon, P.E.
County Engineer

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 10/08/2024 09:47:29 AM
FILE #: 2024133519 OR BK 8441 PGS 1681-1687
REC FEES: $61.00 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

MARION COUNTY STANDARD FORM SUBDIVISION IMPROVEMENT AGREEMENT WITH IRREVOCABLE LETTER OF CREDIT

THIS AGREEMENT made and entered into this 27th day of AUGUST, 2024, by, between and among Marion County, Florida, 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 and the Developer represents to the County that the below- listed information is true and correct, and

Developer: Emerson Pointe Development, LLC, a Florida limited liability company

Developer's Address: 4349 SE 20th Street, Ocala, FL 34471

Project Engineer: Tillman and Associates Engineering, LLC, a Florida limited liability company

Engineer's Estimate of Costs of Improvements: $10,200.00

Developer's Estimate of Time to Complete All Improvements: 6 Months

Subdivision Name: Emerson Pointe Phase 1

Plat Book 10 Page(s) 102-106

Bank: Millennium Bank

Bank's Address: 6392 Artesian Circle, Ooltewah, TN 37363

WHEREAS, it is 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 subdivided lands by construction of all subdivision improvements required by the Land Development Code of Marion County, Florida, in effect at the time said plat was recorded, and the Developer engineer's estimate of the cost of these improvements as set forth above and a copy of such estimate is attached hereto as **Exhibit A**, and by this reference made a part hereof, and

WHEREAS, the construction of improvements on said lands has not progressed to completion and the Developer seeks to assure its obligations for the construction of subdivision improvements under this

agreement by arranging and agreeing with Bank for the issuance of an irrevocable letter of credit as a performance guarantee to assure construction of all subdivision improvements, now therefore,

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both 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 as provided in the subdivision improvement plans, all roads, pavement and other improvements, including all catch basins and drainage facilities, monuments, street signs and other improvements of any nature, hereinafter Improvements and in all respects complete the subdivision improvements in accordance with the subdivision improvement plans. All required subdivision improvements shall be constructed in accordance with the Land Development Code of Marion County, Florida, in effect on the date of recording of the plat of the subdivided lands or the date of this agreement, whichever is later. All required subdivision improvements shall be certified to as being constructed to Marion County requirements by a registered engineer, and they shall be approved by the Office of the County Engineer and the Board of County Commissioners. The County shall not be responsible for roads or other improvements, maintenance or care until the same shall be accepted by the County, nor shall the County exercise any control over the Improvements until accepted, except for permitting and inspections.

3. The Developer has presented to County an irrevocable letter of credit in an amount equal to the Engineer's Estimate of the Cost of Improvements attached hereto as **Exhibit A**. A copy of the Bank's irrevocable letter of credit is attached hereto as **Exhibit B**. The condition of the irrevocable letter of credit is such that if Developer should fail to satisfactorily complete all subdivision improvements within the time stipulated herein, Bank shall pay County the funds stipulated in the irrevocable letter of credit pursuant to instructions to be given Bank by County. In such event, County will not be responsible to Bank for repayment of such funds, and this will not relieve Developer of its obligations under this agreement.

4. Upon verification of the completion of construction of all Improvements, the Office of the County Engineer shall forward a letter to Bank authorizing Bank to release the letter of credit. The Bank shall not release the letter of credit, either all or in part, except in keeping with the provisions of this agreement. Any controversy arising under this Agreement shall be resolved in accordance with the laws of the State of Florida, keeping in mind that the letter of credit was given for the protection and benefit of County to secure the Developer's obligation to complete all Improvements. County may utilize such funds for the purpose of paying for the County's costs under this Agreement and all, a part or none of the uncompleted Improvements.

5. Developer agrees to pay Bank such reasonable compensation which shall from time to time be agreed upon in writing by Developer and Bank. In addition, Developer agrees to reimburse Bank for any expense, including reasonable attorney's fees incurred by it in the administration of this Agreement. Such compensation and expenses shall not constitute a charge upon the amount held by Bank hereunder.

6. Liability of Bank, or its successors, is expressly limited and so long as Bank, or its successor, accounts and disburses in good faith and in compliance with this Agreement, it shall not be liable

for errors of judgment, and Developer agrees to indemnify Bank, or its successor, for any losses it may suffer in the premises.

7. 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.

8. 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. Developer agrees that the County shall incur no liability for subdivision improvements by executing this agreement.

9. Developer does hereby agree to indemnify and hold the County harmless from and against any and all claims, damages, losses, expenses (including but not limited to attorneys' fees), causes of action, judgments, liabilities arising out or resulting from, in any fashion, the execution of this agreement by the County. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.

10. 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.

11. The undersigned representative of the Developer hereby represents to the County that he is fully authorized by the Developer to represent the Developer in agreeing to the terms and conditions of this Agreement.

12. 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.

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

By: Michelle Stone
Michelle Stone, Chair

BCC APPROVED ON
OCTOBER 1, 2024

ATTEST:

Gregory C. Harrell, Clerk of Court and Comptroller

Approved as to form and legality:

Matthew Guy Minter, County Attorney

DEVELOPER

Emerson Pointe Development, LLC, a Florida limited liability company

By: _____
Matt P. Fabian as Manager

_____
Witness
Sayda Nixon
Print Witness Name
Print Witness Address: 1025 E. Silver Springs Blvd.

_____
Witness
Vickie Pfiffer
Print Witness Name
Print Witness Address: 1025 E Silver Springs Blvd.

STATE OF FLORIDA
COUNTY OF MARION COUNTY

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 27 day of August, 2024, by Matt P. Fabian, as Manager for Emerson Pointe Development, LLC, a Florida limited liability company.

HOLLIE WENTLING
Notary Public, State of Florida
Commission No. HH 455492
My Comm. Exp. Oct. 18, 2027

_____
Notary Public, State of Florida
Name: Hollie Wentling
(Please print or type)

Commission Number: _____
Commission Expires: _____

Notary: Check one of the following:
✓ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

BANK

Millennium Bank

By: _____

_____

as _____

_____
Witness

Sayde Nixon
Print Witness Name

Print Witness Address: 1025 E. Silver Springs Blvd Ocala, FL 34470

_____
Witness

Vickie Pfiffer
Print Witness Name

Print Witness Address: 1025 E. Silver Springs Blvd. Ocala FL 34470

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of 2 physical presence or ___ online notarization, this 27th day of August, 2024, by Teresa Stephens, as Market President for Millennium Bank.

HOLLIE WENTLING
Notary Public, State of Florida
Commission No. HH 455492
My Comm. Exp. Oct. 18, 2027

_____
Notary Public, State of _____
Name: Hollie Wentling
(Please print or type)

Commission Number: _____
Commission Expires: _____

Notary: Check one of the following:

✓ Personally known OR

___ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

_____

Exhibit A

PROJECT	REMAINING ITEMS - EMERSON POINTE PHASE 1		
ADDRESS	MARION COUNTY, FLORIDA		
Submission			
Date of plans			
Total Cost Estimate	$10,200.00		
Lot Count & Per lot Cost	103	$99.03	
Acreage & Per Ac Cost	26.76	$381.17	
LF of Roadway & Per LF Cost	4,595	$2.22	

Tillman & Associates ENGINEERING, LLC.
Website: www.tillmaneng.com
Email: permits@tillmaneng.com
Contact: (352) 387-4540

SR #	DESCRIPTION	QTY.	UNIT	TOTAL UNIT COST	TOTAL COST	SUBTOTALS
	MISCELLANEOUS					
1	Asbuilts	1	LS	$ 8,500.00	$ 8,500.00	
	Sub Total					$ 8,500.00
				TOTAL	$ 8,500.00	
				120% OF COST ESTIMATE	$ 10,200.00	
TOTAL COST ESTIMATE					$ 10,200.00	

Exclusions:

NOTE:
1) Unless specific above, cost estimate excludes: Permits, Testing, Certified As-builts, Rock Removal, Remove and Replace Unsuitable, Traffic Control, Fencing, Electrical Conduit, Telephone, Cable, Irrigation, and Landscaping.

2024.08.19
14:36:09
'00'04-

JEFFREY M. McPHERSON LICENSE NO 69805 STATE OF Florida PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Jeffrey M. McPherson on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Exhibit B



IRREVOCABLE STANDBY LETTER OF CREDIT

BENEFICIARY: Board of County Commissioners
Marion County, Florida
601 SE 25th Avenue
Ocala, FL 34471

APPLICANT: Emerson Pointe Development, LLC
4349 SE 20th Street
Ocala, FL 34471

ISSUED DATE: August 27, 2024 **EXPIRATION DATE:** August 27, 2025

Board of County Commissioners:

We hereby issue our Irrevocable Letter of Credit Number **41004495** in favor of, Board of County Commissioners of Marion County, Florida, for the account of Emerson Pointe Development, LLC in the amount of USD Ten Thousand Two Hundred and 00/100 Dollars ($10,200.00) available by payment of your draft(s) drawn on us at sight bearing the clause: **"Drawn under** Millennium Bank, **Irrevocable Letter of Credit No. 41004495."**

We hereby undertake to promptly honor your sight draft(s) on us, indicating our Letter of Credit No. 41004495, for all or any part of this credit if presented to Millennium Bank, **located at** 1025 E. Silver Springs Blvd, Ocala, FL, 34470, **Attn:** Teresa Stephens **on or before** August 27, 2025.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for an additional twelve month period from the present or any future expiration date unless at least sixty (60) days prior to any such expiration date, we shall notify you in writing by certified mail, return receipt requested, or courier service, that we elect to not to extend this Letter of Credit for any such additional one year period.

Except as stated herein, this undertaking is not subject to any condition or qualification. The obligation of the Bank under this letter of credit is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto.

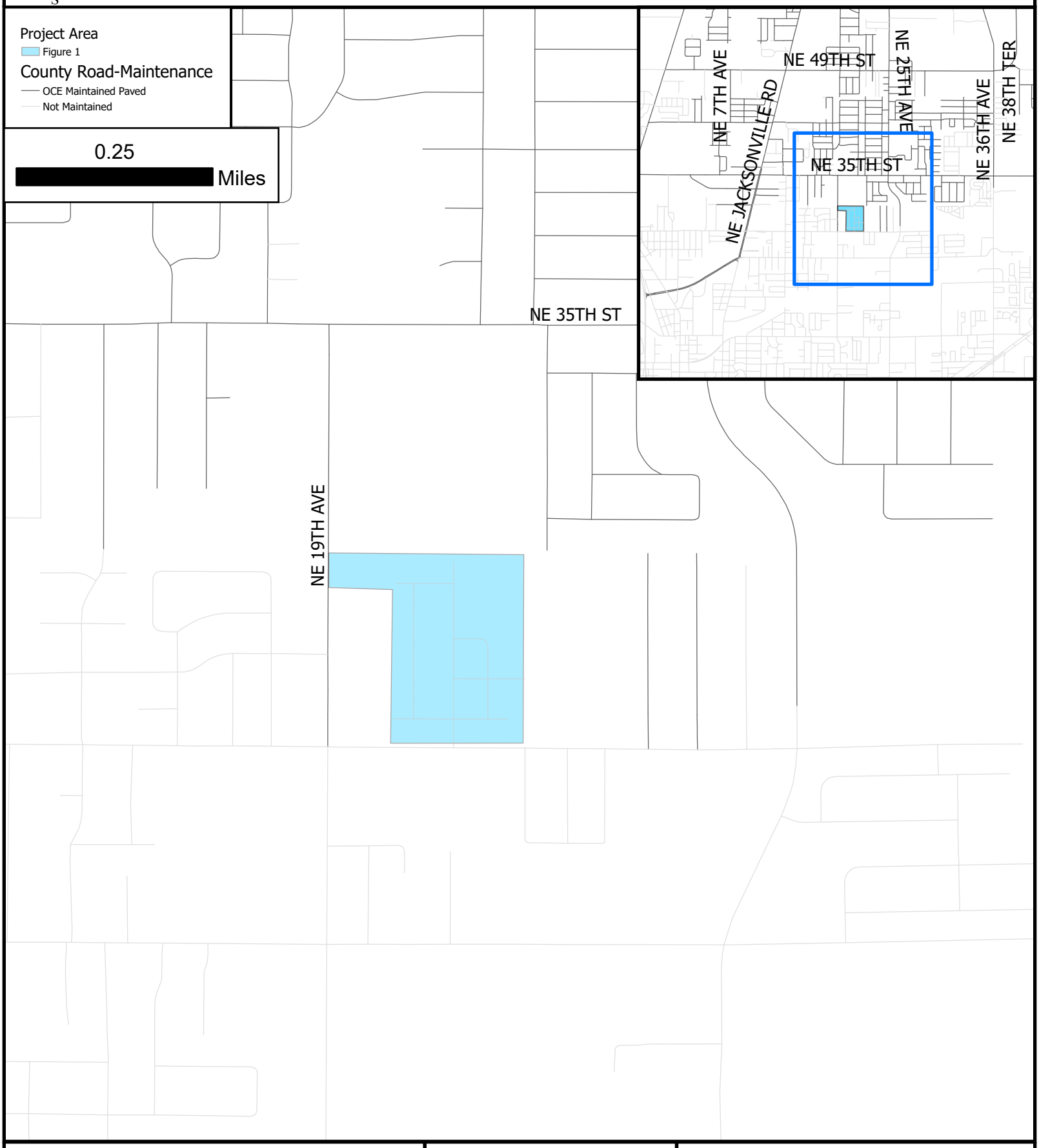
Except as otherwise expressly stated herein, this Letter of Credit is Subject to the International Standby Practice 2007, International Chamber of Commerce Publication number 600 ("ISP2007")

Millennium Bank

By: _____

Teresa Stephens
Senior Vice President
Ocala Market President

Emerson Pointe Phase 1 - Final Plat
Parcel Number 24286-000-01



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 08/19/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20411 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.7.2.

SUBJECT:
Request Approval of First Amendment to Developer's Agreement and Agreement Concerning Stormwater Facilities Relocation for Emerson Pointe Development, LLC (Budget Impact - Neutral)

INITIATOR:
Steven Cohoon, P.E., County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
A 2024 Developer's Agreement, recorded in OR Book 8523, Page 479, was executed between Marion County and Emerson Pointe Development, LLC as Developer's Agreement and Agreement Concerning Stormwater Facilities Relocation.

Pursuant to the Original Agreement, the Developer agreed to design, permit, and construct a joint-use stormwater management system to accommodate the NE 35th Street widening project and is to receive impact fee credits based on the estimated construction costs.

The actual construction costs were less than the estimated construction cost. This amendment reflects a $158,640.90 reduction in cost and corresponding impact fee credits.

BUDGET/IMPACT:
Neutral; there is no change to the county's maximum obligation to developer.

RECOMMENDED ACTION:
Motion to approve the attached First Amendment to Developer's Agreement and Agreement Concerning Stormwater Facilities Relocation and to authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Pool (Last) Aaron (First) (Dept) Office of the County Engineer - 4190

(Title) Land Development Manager (Phone) 8338

Signature Aaron M Pool Date Wednesday, July 16, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ Draft Document
- ☑ Approve as to Form
- ☑ RESUBMIT LRM No. 2025-425
- ☑ Legal Opinion
- ☐ Other

Description of Request

Agreement modified by Jimmy Gooding after Legal review. Please review changes.

Please see Jimmy Gooding email attached dated 7-10-25

For more information or discussion, contact: ☑ Same as above

(Name) (Last) (First) (Title) (Phone)

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, August 19, 2025

Agenda Deadline Date for **Legal:** Friday, July 25, 2025 Agenda Deadline Date for **Admin:** Thursday, August 7, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-425

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☑ Linda Blackburn Asst. County Attorney
- ☐ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorne

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney- AT at 4:44 pm, Jul 16, 2025

Attorney Signature: Linda D. Blackburn Date July 18, 2025

Staff Signature: Kathlyn Tuck (Completed) Date: 7/21/25 Returned: ☑ Department ☐ Admin ☐

Rev2 03/19/2025

This Instrument Prepared By:
W. James Gooding, III, Esq.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

Record and Return To:
Marion County Office of County Engineer
412 SE 25th Avenue
Ocala, FL 34471

Recording: $_____

FIRST AMENDMENT TO
DEVELOPER'S AGREEMENT AND AGREEMENT CONCERNING STORMWATER FACILITIES RELOCATION

THIS FIRST AMENDMENT TO DEVELOPER'S AGREEMENT AND AGREEMENT CONCERNING STORMWATER FACILITIES RELOCATION made and entered into this _____, 2025, (the "Effective Date"), by and between:

- Marion County, a political subdivision of the State of Florida ("County"); and
- Emerson Pointe Development, LLC, a Florida limited liability company ("Owner").

WHEREAS:

A. On or about December 3, 2024, County and Owner entered into a *Developer's Agreement and Agreement Concerning Stormwater Facilities Relocation* (the "Original Agreement") as recorded in OR Book 8523, Page 479, Public Records of Marion County, Florida.

B. Pursuant to the Original Agreement, among other things, Owner agreed to design, permit and construct the Revised Stormwater Management System[1] in lieu of the Original Stormwater Management System and, as consideration therefor, receiving Impact Fee Credits based, in part, on an estimate of the Construction Costs that would have been incurred by County in constructing the Original Stormwater Management System.

C. The Original Agreement contained an Exhibit D reflecting the estimate of the Construction Costs and provided for various adjustments thereto including an adjustment if Owner was able to use the excess dirt on the Property.

D. The parties have subsequently determined that:

1). Owner was able to use the excess dirt on the Property; and

2). Exhibit D as attached to the Original Agreement needs to be updated.

E. Owner and County desire to amend the Original Agreement to reflect the foregoing update to **Exhibit D**.

[1] Terms capitalized in these Whereas paragraphs and not otherwise defined herein have the same meaning herein as in the Original Agreement.

NOW THEREFORE, IN CONSIDERATION of the payment of $10.00 and other good and valuable consideration acknowledged by both parties, the parties do mutually covenant and agree as follows:

1. **Impact Fee Credits for Construction**. Paragraph 8 of the Original Agreement is amended as follows:

   1.1. Exhibit D, as attached to the Original Agreement, is deleted and replaced with the attached **Exhibit D**.

   1.2. The attached **Exhibit D**:

      1.2.1. Contains a more accurate estimate of the Construction Costs that would have been incurred by County in constructing the Original Stormwater Management System; and

      1.2.2. Contains a reduction, from the prior estimate, of $138,320.00 pursuant to paragraph 8.2.1.1.b of the Original Agreement, based on Owner's ability to use the excess dirt, and a further deduction of $20,320.90 for costs saved in not grassing the bottom of the drainage retention area.

   1.3. Thus, pursuant to the attached **Exhibit D**, the Construction Costs calculated pursuant to paragraph 8.2.1 of the Original Agreement are $423,091.30.

   1.4. The provisions of paragraph 8.2.1.1 concerning the excess dirt are no longer necessary (having been implemented above), and are therefore, deleted.

2. **Effect on Original Agreement**. Except as expressly set forth herein, the Original Agreement is not amended or modified. All references herein or in the Original Agreement to "this Agreement," "the Agreement," or similar terms shall be deemed to refer to the Original Agreement as amended hereby.

THEREFORE, the Parties have entered into this First Amendment effective the date first set forth above.

[SIGNATURES ON FOLLOWING PAGES]

OWNER

Emerson Pointe Development, LLC, a Florida limited liability company

By: _____
Matt P. Fabian, as Manager

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of August, 2025, by Matt P. Fabian, as Manager of Emerson Pointe Development, LLC, a Florida limited liability company, on behalf of company.

_____
Notary Public, State of Florida
Name: Fotini L. Belaval
(Please print or type)

Commission Number: _____
Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
FOTINI K. BELAVAL
Commission # HH 647032
Expires March 3, 2029

Notary: Check one of the following:
___ Personally known OR
✓ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: DL

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Kathy Bryant as Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

_____ for
Matthew Guy Minter, County Attorney

EXHIBIT D
ESTIMATES OF CONSTRUCTION COST

3021 Northwest 21st Street • Ocala, Florida 34475 • Phone (352) 629-3506 • Fax (352) 629-1334

GLENN D. COUNTS
President

Emerson Pointe Phase 2 County DRA Location

June 9, 2023

TOTAL PRICE: $ -

ITEM	*QTY*	*UNIT*	*UNIT PRICE*	*TOTAL*
DRA- County Location				
Clearing and Grubbing with Grinding	3.6	AC	$ 1,000.00	$ 50,000.00
DRA Cut	19,760	CY	$ 4.50	$ 88,920.00
Export	19,760	CY	$ 7.00	$ 138,320.00
Finish Grading DRA Slopes	5,244	SY	$ 0.50	$ 2,622.00
Grassing	17,424	SY	$ 2.30	$ 40,075.20
				$ 319,937.20

Exclusions.

1 Permits
2 Rock Excavation
3 Unsuitable Remove and Replace
4 Sinkhole Repair
5 Dewatering
6 Concrete Paving / Flatwork
7 Sidewalk @ Building
8 Dumpster Pad / Enclosure
9 Bollards
10 Landscaping / Irrigation
11 Sod Outside DRA
12 Conduits
13 Testing
14 Site Lighting
15 Non-Traffic Signs
16 SWPPP Plan / NOI / NOT
17 SWPPP Inspections while Counts is not on Site
18 Fencing
19 Concrete wash out area
20

LESS $138,320.00 for Export (of Fill)

LESS $20,320.90 for costs saved in not sodding bottom of DRA

PLUS SEE ATTACHED

MILLER PIPELINE
AN ARTERA COMPANY

4260 NE 35th Street, Ocala, FL 34479
Office: (352) 236-3355
Fax: (352) 236-0038
Project No: FL-XXX

ATTN: Matt Fabian
HTM Developers, LLC
3910 SW College Road - Suite 202
Ocala, FL 34474

April 2, 2025

EMAIL: mattpfabian@gmail.com

RE: EMERSON POINT PHASE 2 - N.E. 35TH STREET PHASE II DRAINAGE

WE PROPOSE THE FOLLOWING:

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
STORM				
Storm Manhole, J Bot 6' Dia (0'-6')	1	EA	6450.00	6,450.00
Storm Manhole, J Bot 6' Dia (6'-8')	1	EA	7200.00	7,200.00
Storm Manhole, J Bot 7' Dia (12'-14')	2	EA	10400.00	20,800.00
Manhole Concrete Collar for Non-Paved Areas	4	EA	675.00	2,700.00
42" RCP Pipe	1240	LF	167.00	207,080.00
42" MES, Concrete, Std 430-021	1	EA	4200.00	4,200.00
Adjust Manhole Rim Elevation - Final Grade	4	EA	575.00	2,300.00
Pour Inverts in New Structure (6' Dia)	2	EA	425.00	850.00
Pour Inverts in New Structure (7' Dia)	2	EA	500.00	1,000.00
Concrete Splash Pad	1	EA	1340.00	1,340.00
			Sub-Total:	**253,920.00**
GENERAL CONSTRUCTION				
Density Testing (Utilities Only)	1	LS	3025.00	3,025.00
Surveying - Certified As-builts (Utilities Only)	1	LS	1825.00	1,825.00
Surveying - Construction Layout (Utilities Only)	1	LS	3025.00	3,025.00
			Sub-Total:	**7,875.00**
TOTAL PROPOSAL:				**$261,795.00**

EXCLUSIONS:

[x] Erosion Control	[x] Remove Unsuitables	[x] Sinkhole Repair	[x] SWPPP / NOI / NOT
[x] Fencing	[x] Replace Unsuitables	[x] Sod	[x]
[x] Permits	[x] Rock Removal	[x] SWPPP Inspections	[x]

NOTE:
Proposal based on plans dated 8-5-16 and received on 3-28-25.

P:\JG\Vandeven\Emerson Pointe\County K\1A\First Amendment to Agreement JG 7-10-25.docx

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 01/28/2025 09:25:24 AM
FILE #: 2025011210 OR BK 8523 PGS 479-505
REC FEES: $231.00 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

This Instrument Prepared By:
W. James Gooding, III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

Record and Return To:
Marion County Office of County Engineer
412 SE 25th Avenue
Ocala, FL 34471

Recording: $_____

DEVELOPER'S AGREEMENT AND AGREEMENT CONCERNING STORMWATER FACILITIES RELOCATION

THIS DEVELOPER'S AGREEMENT AND AGREEMENT CONCERNING STORMWATER FACILITIES RELOCATION made and entered into this December 3, 2024, (the "Effective Date"), by and between:

- Marion County, a political subdivision of the State of Florida ("County"); and
- Emerson Pointe Development, LLC, a Florida limited liability company ("Owner").

WHEREAS:

A. Owner owns or has a contract to acquire the Property.[1]

B. The Property is contiguous to NE 35th Street along the Property's northern boundary.

C. County is designing and permitting, and intends to construct, the 35th Street Project.

D. In connection therewith, County, through the County Contract Engineer, has designed the Original Stormwater Management System including the Original Conveyance Facilities and the Original DRA.

E. Further in connection with its design of the 35th Street Project, County has determined that it needs to acquire the 35th Street ROW.

F. Owner has determined that the location of the Original Stormwater Management System will interfere with Owner's proposed development of the Property.

G. Owner has offered to:

1). Convey to County the 35th Street ROW.

2). Design, permit, and construct the Revised Stormwater Management System including the Revised Conveyance Easement and the Revised DRA, in lieu of the County acquiring portions of the Property for the Original Stormwater Management System.

[1] Terms capitalized in these Whereas paragraphs and not otherwise defined herein are defined in paragraph 1 or elsewhere in this Agreement.

Certified A True Copy
of 27 page document
this 4 day of Dec 2024
GREGORY C. HARRELL
Clerk of Court and Comptroller
By S. Mills-Matthews D.C.

H. County has agreed to Owner's proposal.

I. The parties enter into this Agreement to accomplish the:

1). Conveyance by Owner to County of the 35th Street ROW.

2). Owner's design, permitting and construction of the Revised Stormwater Management System.

3). Owner's conveyance to County of Drainage Easements to permit County to convey Stormwater from NE 35th Street through the Revised Stormwater Conveyance System, and store Stormwater in, the Revised DRA.

J. County finds that the Owner's construction and contributions are consistent with the Marion County Comprehensive Plan.

K. County agrees to the foregoing pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, IN CONSIDERATION of the payment of $10.00 and other good and valuable consideration acknowledged by both parties, the parties do mutually covenant and agree as follows:

PART A – DEFINITIONS/ORGANIZATION

1. **Definitions**. In addition to other terms defined in this Agreement, the following terms have the following meanings:

1.1. *35th Street Project* – County's design, permitting and construction of improvements to NE 35th Street including the construction of two additional lanes and Stormwater Management Systems necessary to accommodate Stormwater from such widening, as well as related improvements.

1.2. *35th Street ROW* – The portion of the Property, approximately 0.4 acres in size, labeled *35th Street ROW* on the Concept Plan.

1.3. *Concept Plan* – The depiction of the 35th Street ROW, the original Stormwater Management System, and the Revised Stormwater Management System as set forth on the attached **Exhibit A**.

1.4. *Construct* (regardless of whether the terms are capitalized) – When used in the context of the Revised Stormwater Management System: (a) the design, permitting and construction of the Revised Stormwater Management System; and (b) conveyance to County of the Drainage Easement.

1.5. *Contractor* – One or more contractors constructing the Revised Stormwater Management System on behalf of Owner.

1.6. *County* – Marion County, a political subdivision of the State of Florida.

1.7. *County CMS* – County's Concurrency Management System codified at Division 8 of Article 1 of the County LDR.

1.8. *County Code* – The "Marion County Code" as defined in Section 1-1 of the County Code, as the same may be subsequently amended, modified, or supplemented.

1.9. *County Commission* – The Board of County Commissioners of Marion County, Florida.

1.10. *County Contract Engineer* – A registered professional engineer retained by County to design the 35th Street Project. The County Contract Engineer is Juan Guerra of Guerra Development Corp., a Florida corporation. County may change the County Contract Engineer for the work to be performed under this Agreement, by providing written notice thereof to Owner. As set forth in this Agreement, Owner may retain County Contract Engineer, or shall reimburse County for the costs associated with the following work by County Contract Engineer:

1.10.1. The design and permitting of the Revised Stormwater Management System including the preparation of Plans for the Revised Stormwater Management System and obtaining all Permits for the Revised Stormwater Management System.

1.10.2. Certifying Substantial Completion of the Revised Stormwater Management System pursuant to paragraph 1.39.

1.11. *County Impact Fee Ordinance* – The "Marion County Impact Fee Ordinance for Transportation Facilities" as defined and codified in Division 2 of Article 10 of the County Code.

1.12. *County LDR* – The County's "Land Development Code," as adopted by County Ordinance No. 13-20, as defined in Section 1.1.1 of such Code, and as the same may be subsequently amended, modified, or supplemented.

1.13. *County Representative* – The County Administrator, any Assistant or Deputy County Administrator, or the County Engineer.

1.14. *Credit Eligible Costs* – A portion of the cost of constructing the Revised Stormwater Management System, together with additional amounts, for which Owner is eligible for Impact Fee Credits, as set forth in paragraph 8.2.

1.15. *Drainage Easement* – One or more of the easements to be granted by Owner to County pursuant to paragraph 6 to permit the conveyance of Stormwater from the NE 35th Street through the Revised Stormwater Conveyance System, and the storage of Stormwater in the Revised DRA, as permitted by one or more Permits issued or to be issued by the Water Management District.

1.16. *Force Majeure* – As defined in paragraph 11.

1.17. *Governmental Authority* – Any governmental agency, entity, department, commission, or other governmental organization of any nature whatsoever which has regulatory authority over, or must issue approvals or permits for, the construction and operation of any land, roadways, or Stormwater Management Facilities which are subject of this Agreement, including, without limitation, County, or the Water Management District.

1.18. *Impact Fee Credits* – Credits against Impact Fees to be provided to Owner pursuant to this Agreement.

1.19. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. (Because this Agreement primarily concerns transportation matters, this phrase does not apply to any other impact fees, capital charges, or similar charges, assessed under the County Code.)

1.20. *Intended Use* – Owner's intended use as a residential development consisting of approximately 261 platted lots upon which will be constructed residences.

1.21. *Intersection Improvements* – The construction of an eastbound right turn lane, and a westbound left turn lane, on NE 35th Street as set forth in greater detail in paragraph 17.1.1.

1.22. *Month* (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after November 15, 2024, is January 15, 2025. If the first date is a day of the month which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after May 31, 2024, is June 30, 2024.

1.23. *Original DRA* – The portion of the Property, approximately 3.9 acres in size, labeled as *Original DRA* on the Concept Plan. As can be seen from the Concept Plan, a portion of the Original DRA is included within the Revised DRA.

1.24. *Original Conveyance Facilities* – The portion of the Property, approximately 0.9 acres in size, labeled as *Original Conveyance Facilities* on the Concept Plan.

1.25. *Original Stormwater Management System* – The Original Conveyance Facilities and the Original DRA.

1.26. *Parcel* – Any parcel of land, including a platted lot, unplatted parcel or other division of real property located on the Property.

1.27. *Party* – As applicable Owner, Owner, or County.

1.28. *Permits* – All permits necessary for the construction of the Revised Stormwater Management System.

1.29. *Plans* – The plans and specifications for the construction of the Revised Stormwater Management System, as approved by County and/or all other Governmental Authorities with jurisdiction thereover.

1.30. *Professional Expenses* – Amounts paid by Owner for: (a) services rendered by engineers, surveyors, attorneys, and other professionals in connection with the preparation of this Agreement, the design, permitting and construction of the Revised Stormwater Management System; and (b) permit application and related fees.

1.31. *Project* – Development of the Property as set forth in the Traffic Study.

1.32. *Project Engineer* – The registered professional engineer retained by Owner to represent Owner with respect to Owner's interests under this Agreement, to be retained by Owner to

work with County Contract Engineer concerning the work to be performed by County Contract Engineer pursuant to paragraphs 1.10.1 and 1.10.2, and to otherwise provide services to Owner in connection with this Agreement. Project Engineer is currently Tillman and Associates Engineering, LLC, a Florida limited liability company. Owner may change the Project Engineer for the work to be performed on behalf of Owner, by providing written notice thereof to County.

1.33. *Property* – The real property described in the attached **Exhibit B**.

1.34. *Revised Conveyance Facilities* – The portion of the Property labeled as *Revised Conveyance Facilities* on the Concept Plan, being the portions of the Revised Stormwater Management System that will convey stormwater from NE 35th Street into the Revised DRA.

1.35. *Revised DRA* – The portion of the Property labeled as *Revised DRA* on the Concept Plan and being the drainage retention area which will be constructed to provide Stormwater retention capacity for the Revised Stormwater Management System. As can be seen from the Concept Plan, the Revised DRA includes a portion of the Original DRA as well as portions of the Property north and south of such portion of the Original DRA.

1.36. *Revised Stormwater Management System* – The design, permitting and construction of a Stormwater Management System on the Property consisting of:

1.36.1. The Revised Conveyance Facilities; and

1.36.2. The Revised DRA.

1.37. *Stormwater* – Surface water or stormwater runoff (regardless of whether the term is capitalized), to be managed pursuant to the Revised Stormwater Management System.

1.38. *Stormwater Management System* – The drainage retention facilities, ditches, swales, underground pipes, drainage structures, or other improvements which constitute the surface water and Stormwater management system which provide Stormwater management for the 35th Street Project, a portion of which will be constructed on the Property pursuant to the terms of this Agreement. The Stormwater Management System shall comply with the design, construction, and operational requirements of the Water Management District and (as applicable) County.

1.39. *Substantial Completion* – Substantial completion of the Revised Stormwater Management System as evidenced by a certificate from the Project Engineer or County Contract Engineer therefor certifying that the Revised Stormwater Management System has been constructed pursuant to the approved Plans and any Permits therefor, and County's acceptance of the Revised Stormwater Management System.

1.40. *Traffic Study* – The *Traffic Impact Analysis Carson Place – NE 35th Street* prepared by Palm Traffic, LLC, dated August 2023 and revised October 2023.

1.41. *Transportation Facilities* – All roads, streets, highways, intersections, Stormwater management systems, or similar facilities.

1.42. *Water Management District* or *District* – St. John's River Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of Stormwater Management Systems.

2. **Organization.** This Agreement is divided into four primary Parts:

2.1. Part A containing provisions concerning definitions of terms and organizations of the Agreement.

2.2. Part B concerning the design, permitting and compensation for the Revised Stormwater Management System.

2.3. Part C concerning the conveyance of the 35th Street ROW.

2.4. Part D contains miscellaneous provisions that concern the entire Agreement.

PART B – REVISED STORMWATER MANAGEMENT SYSTEM

3. **Design and Permitting.**

3.1. Owner has, prior to the Effective Date of this Agreement, retained Project Engineer to design the Revised Stormwater Management System to be constructed by Owner and to obtain Permits for such Revised Stormwater Management System. The design is subject to approval by the County Contract Engineer.

3.2. Owner will obtain Permits for the Revised Stormwater Management System pursuant to the following requirements:

3.2.1. The Revised Stormwater Management System shall be generally consistent with the Concept Plan.

3.2.2. The Revised Stormwater Management System shall be designed to accommodate 10.73 acre-feet of Stormwater from the 35th Street Project, being the same volume of Stormwater that the Original Stormwater Management System was designed to accommodate, together with all post-development Stormwater from the development of the Property.

3.3. Owner shall prepare and submit to County, and any Governmental Authority, including FDOT and the Water Management District, the Plans for approval by County or such Governmental Authority, prior to commencing construction of the Revised Stormwater Management System.

3.4. Owner shall obtain all Permits necessary for the construction of the Revised Stormwater Management System. County consents to such Permits being in the name of County and/or Owner, and County shall cooperate with Owner in connection with the permitting process. Owner shall provide to the other Parties copies of all Permits it obtains.

3.5. Owner shall pay all Professional Expenses incurred in connection with the design and permitting of the Revised Stormwater Management System.

4. **Construction of Revised Stormwater Management System.**

4.1. Owner shall request bids from Contractors for the construction of the Revised Stormwater Management System and may award the bid to any Contractors. Regardless of the amount bid or owed under the award, Owner may receive Impact Fee Credits only for Credit Eligible Costs as set forth in paragraph 8.2.

4.2. Owner shall enter into one or more agreements with one or more Contractors for the construction of the Revised Stormwater Management System.

5. **Schedule for Revised Stormwater Management System.**

5.1. Owner shall obtain all Permits for the Revised Stormwater Management System within three (3) months after the Effective Date of this Agreement.

5.2. Owner shall commence construction of the Revised Stormwater Management System within three (3) months after obtaining all Permits.

5.3. Owner shall cause Substantial Completion of the Revised Stormwater Management System within six (6) months after commencing such construction.

5.4. Within forty-five (45) days after Owner's Substantial Completion of the Revised Stormwater Management System, Owner shall provide to County "as built" surveys of the Revised Stormwater Management System.

6. **Drainage Easement.**

6.1. As part of the design of the Revised Stormwater Management System, Owner, through the County Contract Engineer, shall prepare legal descriptions for the Revised DRA and Revised Stormwater Conveyance Facilities.

6.2. Within ninety (90) days after Substantial Completion of the Revised Stormwater Management System, Owner shall grant to County the Drainage Easement.

6.2.1. The instrument granting the Drainage Easement shall grant to County the Drainage Easement to permit the conveyance of Stormwater from the 35th Street Project into the Revised DRA, and the storage of Stormwater in the Revised DRA, as permitted by one or more Permits issued by the Water Management District, and the maintenance of the Revised Stormwater Management System.

6.2.2. The form and substance of the instrument granting the Drainage Easement shall be subject to approval of the County Representative.

6.3. As consideration for the conveyance of the Drainage Easement, County shall pay to Owner, upon the recording of the Drainage Easement, the amount of $113,250.00 calculated as follows:

6.3.1. $97,500.00 for the portion of the Drainage Easement utilized for stormwater retention, calculated as follows: (a) $25,000.00 per acre being the parties' reasonable estimate of the fair market value of the portion of the property being encumbered by the Drainage Easement in the Revised DRA; multiplied by (b) the 3.9 acres being the size of the Original DRA; plus.

6.3.2. $15,750.00 for the portion of the Drainage Easement utilized for conveyance, calculated as follows: (a) $25,000.00 per acre being the parties' reasonable estimate of the fair market value of the portion of the property being encumbered by the Drainage Easement for conveyance; multiplied by (b) .9 acres being the area of the Original Stormwater Conveyance Facilities; multiplied by (c) 70%.

6.4. The Drainage Easement will be executed and delivered to County under threat of and in lieu of condemnation. Therefore, County and Developer believe no documentary excise taxes are due. If they are due, they shall be paid by County, together with any interest and penalties.

6.5. The Drainage Easement shall be conveyed pursuant to the Conveyance Standards set forth on the attached **Exhibit C**.

7. **Maintenance.**

7.1. Following construction of the Revised Stormwater Management System, Owner shall maintain the Revised Stormwater Management System.

7.2. In the event of a catastrophic occurrence with respect to the Revised Stormwater Management System (for the purposes of this paragraph 7.2 "catastrophic occurrence" shall be deemed to be the occurrence of a sinkhole or some other geotechnical occurrence causing the stormwater retention capability of the Revised Stormwater Management System to cease to exist or to be materially impaired as to functionality):

7.2.1. Owner shall solicit proposals to repair the catastrophic occurrence from at least three (3) contractors who are capable of performing such work and, shall obtain a minimum of two (2) quotes, and shall submit them to County for approval, unless the County Administrator determines that there is insufficient time to repair the catastrophic occurrence to follow such process in which event the Owner may retain a contractor in its reasonable discretion.

7.2.2. During the corrective work, County shall be permitted to inspect the work.

7.2.3. Owner (or POA, if applicable) shall complete all required repairs and shall submit to County documentation reasonable sufficient to establish the amount of the repairs and that Owner has paid such costs.

7.2.4. The cost of the repair of any such catastrophic occurrence shall be borne by Owner (or by the POA, if applicable under the provisions of paragraph 7.3) and County on a pro-rate basis, based upon their prorated capacity usage rights of the Revised Stormwater Management System. The parties agree that the County's prorated capacity usage rights is Thirty-Seven Percent (37%). If the Revised Stormwater Management System is not constructed as currently designed, or is hereafter modified, Owner and County shall determine the revised prorated capacity usage.

7.2.5. In this event Owner (or POA, if applicable) shall complete all required repairs subject to review and approval by County and District and invoice County for reimbursement of County's pro rata share of reasonable out-of-pocket costs incurred by Developer or POA.

7.3. POA.

7.3.1. In connection with its development of the Property, Owner may form a validly organized Florida not-for-profit corporation as a property owners' association ("POA"), provided that all the following conditions are satisfied:

7.3.1.1. The POA is formed for the specific purpose of owning and maintaining common elements for the development of the Property, including the Revised Stormwater Management System.

7.3.1.2. The POA is granted the authority to own, maintain and operate the Revised Stormwater Management System by a Declaration recorded in the Public Records of Marion County, Florida.

7.3.1.3. The POA is empowered under the terms of any recorded Declaration to collect assessments from all or some of the owners of units located on the Property for the purpose of providing funds necessary for the maintenance and operation of the Revised Stormwater Management System.

7.3.2. Owner shall have the right to convey to the POA fee simple title to the Revised Stormwater Management System. The POA shall have the right to assume the operation, repair, and maintenance obligations of Owner with respect to the Revised Stormwater Management System, and Owner shall be released from any and further liabilities or responsibilities with respect to the ownership, operation, maintenance, and repair of the Revised Stormwater Management System. The conveyance of the Revised Stormwater Management System, assumption of the maintenance obligations of Owner by the POA, and the release of Owner shall be completed in accordance with the following provisions:

7.3.2.1. Simultaneous with the conveyance of the Revised Stormwater Management System to the POA, Owner and the POA shall enter into an agreement (the "Assumption Agreement"), to be recorded in the Public Records of Marion County, Florida, under which the POA expressly acknowledges assumption of all of Owner's obligations under this Agreement with respect to the Revised Stormwater Management System. A copy of the recorded Assumption Agreement shall be provided to County and to the District promptly after its recordation.

7.3.2.2. Upon completion of the procedures set forth above, Owner and the POA will, at their sole cost and expense, undertake actions to have the designated permittee of the Stormwater Permit modified to be the POA, subject to any required review and approval by the District or County.

7.3.2.3. Upon completion of the execution of the Assumption Agreement and the recording of the same in the Public Records of Marion County, Florida, the POA shall have assumed and shall be responsible for all maintenance obligations of Owner with respect to the Revised Stormwater Management System, notwithstanding whether the

designated permittee of the Stormwater Permit has been modified to the POA.

8. **Impact Fee Credits for Construction.**

8.1. Entitlement. County acknowledges that, pursuant to the County Impact Fee Ordinance, Owner is entitled to Impact Fee Credits for the construction of the Revised Stormwater Management System.

8.2. Credit Eligible Costs. The amount of Impact Fee Credits owed to Owner for construction of the Revised Stormwater Management System shall consist of the following:

8.2.1. County's Contract Engineer's estimate of the actual and reasonable cost (the "Construction Cost") that would have been incurred by County in constructing the Original Stormwater Management System. Attached hereto as **Exhibit D** is an estimate of such costs, and the Parties agree that, except as to the matters discussed in paragraph 8.2.1.1, such estimate shall be deemed to be the Construction Cost.

8.2.1.1. The estimate includes removing (exporting) excess dirt at a unit price of $7.00 per cubic yard. It is possible that Owner may be able to use such excess dirt on the Property and thus should not be compensated for removal.

a. Therefore, Owner shall keep, and provide to County along with the other documents required by paragraph 8.2.1.2, records accurately depicting the quantity of dirt removed from the Property in connection with the construction of the Revised DRA.

b. The Construction Cost shall include, for purposes of the dirt removed, the quantity of dirt removed as set forth in those records multiplied by the unit price of $7.00 per yard up to the amount for such removal set forth on the attached Estimate (i.e., $138,320.00). Thus, Owner may be paid less, but shall be paid no more, than the amount of the estimate for the dirt removal.

8.2.1.2. Owner shall be entitled to such Impact Fee Credits upon presenting to County the final construction lien waivers from Contractor and all other person providing labor, services or materials in connection with Owner's construction of the Revised Stormwater Management System, together with the records concerning dirt removal as set forth in paragraph 8.2.1.1.a.

8.2.2. Plus, all amounts paid by Owner for Professional Expenses as documented by:

8.2.2.1. Invoices submitted to Owner for services and costs.

8.2.2.2. Proof of payment of such invoices, or of permitting fees, by the Owner.

8.2.3. Plus, to the extent not included in paragraph 8.2.2, all permitting fees paid by Owner to County, or any other Governmental Authority in connection with the Owner's Revised Stormwater Management System.

8.3. Determination. Upon County's review of the documentation provided by Owner pursuant to paragraph 8.2.1, County shall provide to Owner confirmation of the amount of Credit Eligible Costs for which Owner is entitled. Owner shall have Impact Fee Credits in such amounts.

9. **Miscellaneous Provisions Concerning Impact Fee Credits.**

9.1. Generally. This Agreement constitutes a "written impact fee credit agreement" pursuant to Section 10-323 of the County Impact Fee Ordinance.

9.2. Duration of Impact Fee Credits. The Impact Fee Credits under this Agreement shall expire twenty (20) years from the Effective Date of this Agreement.

9.3. Additional Requirements. In compliance with Section 10-323(f) of the County Impact Fee Ordinance, the following provisions shall apply:

9.3.1. The Revised Stormwater Management System under this Agreement shall be construed and characterized as work done and property rights acquired by the County for the improvement of a road within the boundaries of a public right of way, and County has the exclusive control of such construction or contributions (except to the extent they are to be performed by Owner hereunder) including whether they are subsequently transferred to another governmental entity.

9.3.2. Owner shall keep or provide for the retention of adequate records and supporting documentation which concern or reflect total cost of the Revised Stormwater Management System. Such information shall be available to County, or its duly authorized agent or representative for audit, inspection or copying for a minimum of 5 years from the termination or expiration of this Agreement.

9.3.3. Each Impact Fee Credit shall run with the land for which the Impact Fee is being assessed, subject to Owner's right to assign the Impact Fee Credits under paragraph 9.3.12, and shall be reduced by the entire amount of the Impact Fee due for each building permit or site plan approval issued thereon until all Impact Fee Credits are exhausted or no longer available.

9.3.4. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest to Parties, including, without limitation, subsequent owners of a parcel.

9.3.5. County shall conduct an annual review under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement, and shall, upon request of Owner or Owner, provide to Owner or Owner the amount of Impact Fee Credits applied toward payment of Impact Fees, and the balance of available and unused Impact Fee Credits.

9.3.6. County and Owner shall negotiate in good faith to modify or revoke this Agreement as is necessary to comply with relevant state or federal laws, if state or federal laws are enacted after execution of the Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement.

9.3.7. This Agreement may be amended or cancelled by mutual consent of the parties or by their successors in interest. For purposes of the foregoing any owner of a Parcel which has been developed as contemplated by this Agreement and for which all Impact Fees have been paid (either monetarily or by Impact Fee Credit) shall not be required to join in any subsequent amendment.

9.3.8. Owner shall cause this Agreement to be recorded in the Public Records of Marion County, Florida, within 14 days of the Effective Date thereof.

9.3.9. County will establish the time frame when the Impact Fee Credits become available on all future roadways contained on the County major road network. Such time frame shall be based on when traffic volumes are expected to reach a level consistent with the classification of the road as a County collector or arterial road.

9.3.10. Except where this Agreement contains a different deadline, all right of way shall be dedicated or conveyed to County no later than the time at which the Impact Fees are required to be paid under the County Impact Fee Ordinance. The portion of the Impact Fee represented by an Impact Fee Credit for construction of the Revised Stormwater Management System shall be deemed paid when the Revised Stormwater Management System are completed and accepted by the County for maintenance.

9.3.11. The Impact Fee Credits granted under this Agreement are for construction or contributions made to the major road network system to accommodate growth within the respective road construction district (being the "East County District" as defined in Section 10-325(b)(2) of the County Impact Fee Ordinance) where the impact generating land development activity is located.

9.3.12. The Impact Fee Credits may be assigned to other developments, regardless of ownership, within the "East County District" as defined in Section 10-325(b)(2) of the County Impact Fee Ordinance.

9.3.13. During construction of the Developer Improvements, Owner shall comply with the Risk Management Guidelines as established by County's Risk Management Department and provided to Owner, including, without limitation, the insurance and indemnity provisions thereof.

9.3.14. As the Developer Improvements were not an integral part of the major road network system which was scheduled for construction in the five (5) year County TIP or any municipal CIP, this Agreement has been approved by a super-majority vote of the County Commission.

10. **County Representative**. Whenever this Agreement refers to approval by County, or the subsequent execution or delivery of another instrument by County, such approval may be provided by, and such instrument may be executed by, the County Representative unless, pursuant to the County Code or other applicable law, such approval is required by the County Commission or some other board of County or, only a member of the County Commission may execute such instrument. By approving this Agreement, the County Commission authorizes the County Representative to make such approvals and execute such instruments.

11. **Force Majeure.**

11.1. "Force Majeure" means causes that: (a) are beyond the reasonable control of a party (the "Delayed Party"); (b) the Delayed Party, despite its diligent, good faith efforts, is unable to overcome; and (c) consist solely of delays caused by any of the following: fire, flood, windstorm, sinkhole, unavailability of materials or equipment (provided that the Delayed Party demonstrates that such materials or equipment were ordered with sufficient lead time given known market conditions, and there are no commercially available alternative sources from which the materials or equipment can be procured at prices substantially equivalent to the prices of the original materials or equipment), equipment or fuel, declaration of hostilities, terrorist act, civil strife, strike, lock-out, labor dispute, epidemic, pandemic, archaeological excavation, act of God, act of public enemy, act of armed forces, war, riot, sabotage, blockage, embargo, earthquake, flood, fire, explosions, tornado or hurricane, litigation, unusual and unforeseen delays in actions, restrictions, requirements or mandates of governmental authorities, governmental restraints, or any other cause whether or not of the same kind as enumerated above, that is either: (a) not within the sole control of the Delayed Party and which be exercise of Due Diligence the Delayed Party is unable to overcome; or (b) that constitutes an excuse under Florida law based upon the doctrine of "impossibility of performance."

11.2. If Owner is unable to timely perform its obligations under this Agreement, due to a Force Majeure, such delay shall be excused in the manner herein provided.

11.3. If Owner is so delayed, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. Owner shall give written notice of the delay to County, which notice shall indicate the anticipated duration of the Force Majeure. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

12. **Acknowledgement Upon Completion.** Upon Owner's completion of the Revised Stormwater Management System, County shall execute and deliver to Owner a recordable instrument acknowledging such completion. Such instrument may be executed by County representative on behalf of County.

13. **Assignment Provisions.** Except concerning the Impact Fee Credits (provisions for the assignment of which are set forth elsewhere in this Agreement), Owner may not assign their rights or obligations under this Agreement without express written consent of County which may be withheld by County in its reasonable discretion.

PART C – 35TH STREET ROW

14. **Conveyance.**

14.1. Promptly following the execution of this Agreement, County shall cause a survey of the 35th Street ROW to be made for approval by Owner in its reasonable discretion.

14.2. Following Owner's approval of the survey, Owner shall convey the 35th Street ROW to County pursuant to the Conveyance Standards except as follows: County shall obtain the

survey of the 35th Street ROW and shall pay for any title insurance premiums or policies that County desires.

15. **Compensation.**

15.1. As compensation for the 35th Street ROW, County shall pay Developer $10,000.00 calculated as follows: (a) $25,000.00 per acre being the parties' reasonable estimate of the fair market value of the 35th Street ROW; multiplied by (b) .4 acres being the size of the 35th Street ROW.

15.2. At Closing, County shall pay such amount in immediately available funds.

15.3. The 35th Street ROW will be conveyed to County under threat of and in lieu of condemnation. Therefore, County and Developer believe no documentary excise taxes are due. If they are due, they shall be paid by County, together with any interest and penalties.

PART D – INTERSECTION IMPROVEMENTS

16. **Traffic Study.**

16.1. Developer has provided the Traffic Study to County and County has accepted the Traffic Study.

16.2. The Traffic Study shows that the Project meets the requirements of the County CMS and that no additional Transportation Facilities are required based upon the impact of the Project. Thus, if Developer wishes to reserve concurrency under the County CMS, Developer may pay capacity reservation fees pursuant to Section 1.8.6.D. of the County CMS.

17. **Intersection Improvements.**

17.1. Background.

17.1.1. Notwithstanding the that Project complies with the County CMS, the Traffic Study indicated that the following improvements (the "Intersection Improvements") are warranted:

17.1.1.1. A right turn lane, with a depth of 155 feet, for eastbound traffic on NE 35th Street at the Property's entrance on NE 35th Street.

17.1.1.2. A left turn lane, with a depth of 205 feet, for westbound traffic on NE 35th Street at the Property's entrance on NE 35th Street.

17.1.2. If Developer were to construct the Intersection Improvements now, they would likely be destroyed or damaged in connection with the County's construction of the 35th Street Project. Furthermore, insufficient right of way currently exists for the westbound turn lane on NE 35th Street, which right of way will be acquired by County as part of the 35th Street Project.

17.2. Payment by Developer.

17.2.1. In lieu of Developer constructing the Intersection Improvements, Developer shall pay to County the amount of $197,623.53 being the estimate of the cost of the Intersection Improvements as set forth in the attached **Exhibit E**.

17.2.2. Developer shall pay such amount to County as follows:

17.2.2.1. Developer shall be entitled to use, as credits against such amount:

a. The amount of $113,250.00 to be paid by County to Developer under paragraph 6.3 for the Drainage Easement.

b. The amount of $10,000.00 being the amount to be paid by County to Developer pursuant to paragraph 15.1

17.2.2.2. The balance owed of $74,373.53 shall be paid by Developer to County simultaneously with Developer's conveyance of the Drainage Easement under paragraph 6.

PART E – MISCELLANEOUS

18. **Notices.**

18.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:

18.1.1. If to County: County Engineer, 412 SE 25th Avenue, Ocala, FL 34471; email: Steven.Cohoon@marionfl.org.

18.1.1.1. With a copy to: County Attorney, 601 SE 25th Avenue, Ocala, FL 34471; email: Matthew.Minter@marionfl.org.

18.1.2. If to Emerson Pointe Development: Matt Fabian, 4349 SE 20th Street, Ocala, FL 34471; email: mattpfabian@gmail.com.

18.1.2.1. With a copy to: W. James Gooding III, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

18.2. Each such Communication shall be deemed delivered:

18.2.1. On the date of delivery if by personal delivery with signed receipt thereof;

18.2.2. On the date of email transmission if by email (subject to paragraph 18.5); and

18.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

18.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday, or legal holiday.

18.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

18.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

18.5. Concerning Communications sent by email:

18.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

18.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

18.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

18.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and

18.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

19. **Exclusive Venue**. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

20. **JURY WAIVER**. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY

MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

21. **Governing Laws.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

22. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. **Successors and Assigns.** All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

25. **Severability Clause.** Provisions contained in this Agreement which are determined by a court of competent jurisdiction to be contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

26. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

27. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.

28. **Rules of Construction.** For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:

    28.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.

28.2. All definitions in this Agreement shall apply equally to both the singular and plural forms of the nouns defined, to the present, future and past tenses of verbs defined, and to all derivatives of defined terms.

28.3. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

28.4. The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement.

28.5. A reference to an Article, paragraph, subparagraph, or other subpart of this Agreement, shall include all paragraphs, subparagraphs, and subparts under the referenced part.

28.6. Where a provision involves two or more items, conditions, provisions, or events connected by the conjunction "and," "or" or "either or," the conjunction shall be interpreted as follows: "and" indicates that all the connected terms shall apply; "or" indicates that the connected terms may apply singly or in any combination; and "either or," indicates that only one of the connected terms may apply.

29. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

30. **Time.**

30.1. Time is of the essence of all of the provisions and terms of this Agreement.

30.2. All time periods shall end at 11:59 p.m. on the last day of the time period.

30.3. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.

30.4. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

30.5. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by paragraph 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.

31. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor will it cause them to be considered joint venturers or members of any joint enterprises. Further, no party under this Agreement shall be deemed to be an employee, agent, or other representative of the other party.

32. **Exhibits.**

32.1. All exhibits attached to this Agreement are being incorporated by reference.

32.2. The following exhibits are attached to this Agreement.

32.2.1. **Exhibit A** – Concept Plan.

32.2.2. **Exhibit B** – Property.

32.2.3. **Exhibit C** – Conveyance Standards.

32.2.4. **Exhibit D** – Estimate of Construction Cost.

32.2.5. **Exhibit E** – Estimate of Intersection Improvements Cost.

33. **Entire Understanding**. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties.

34. **Amendments**. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought.

35. **Miscellaneous**.

35.1. Any violation by Owner, or Owner's successors or assigns, of any provision contained herein shall be considered as a violation of this Agreement and may result in the suspension, cancellation or termination of development orders and permits by County for the Property.

35.2. Any amendments to the conditions or provisions contained herein shall require an amendment to this Agreement.

35.3. Upon execution of this Agreement, Owner shall provide funds to County for recording of this Agreement in the public records. The Agreement shall be recorded within fourteen (14) days as set forth in Section 10-323(f)(17) of the County Code. Any conveyance of any interest in the Property after execution of this Agreement and prior to recording of the Agreement in the public records, shall be subject to the terms and conditions of this Agreement. Owner shall be responsible for the disclosure of the existence of this Agreement.

THEREFORE, the Parties have entered into this Agreement effective the date first set forth above.

[SIGNATURES ON FOLLOWING PAGES]

OWNER

Emerson Pointe Development, LLC, a Florida limited liability company

By: _____
Matt P. Fabian, as Manager

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of November, 2024, by Matt P. Fabian, as Manager of Emerson Pointe Development, LLC, a Florida limited liability company, on behalf of company.

KARLA S. HAYTER
Commission # HH 191460
Expires December 11, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Name: KARLA S. HAYTER
(Please print or type)

Commission Number: HH191460
Commission Expires: 12/11/2025

Notary: Check one of the following:
✓ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____ 12/3/2024
Kathy Bryant as Chairman

ATTEST:

_____ 12/3/2024
Gregory C. Harrell, Clerk of Court and Comptroller

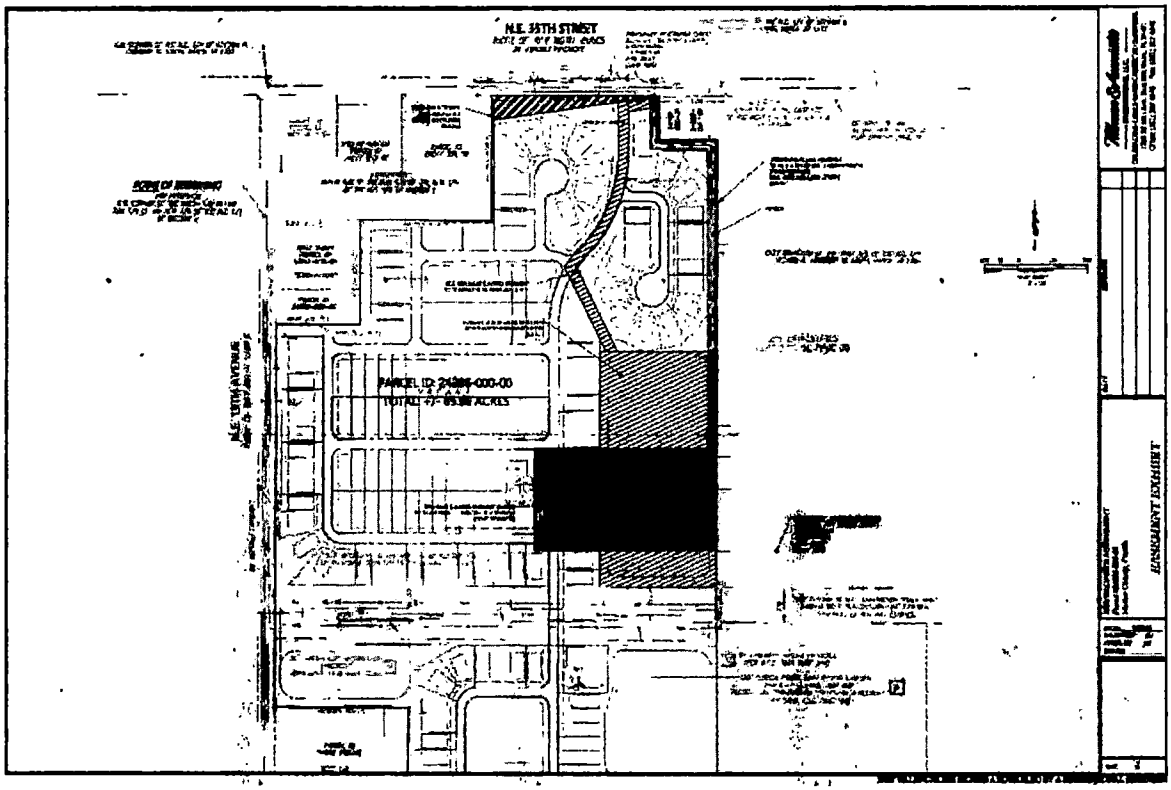
For use and reliance of Marion County only, approved as to form and legal sufficiency:

_____
Matthew Guy Minter, County Attorney

STATE OF FLORIDA
COUNTY OF MARION

EXHIBIT A
CONCEPT PLAN

See Labeled Blow Up on Next Page



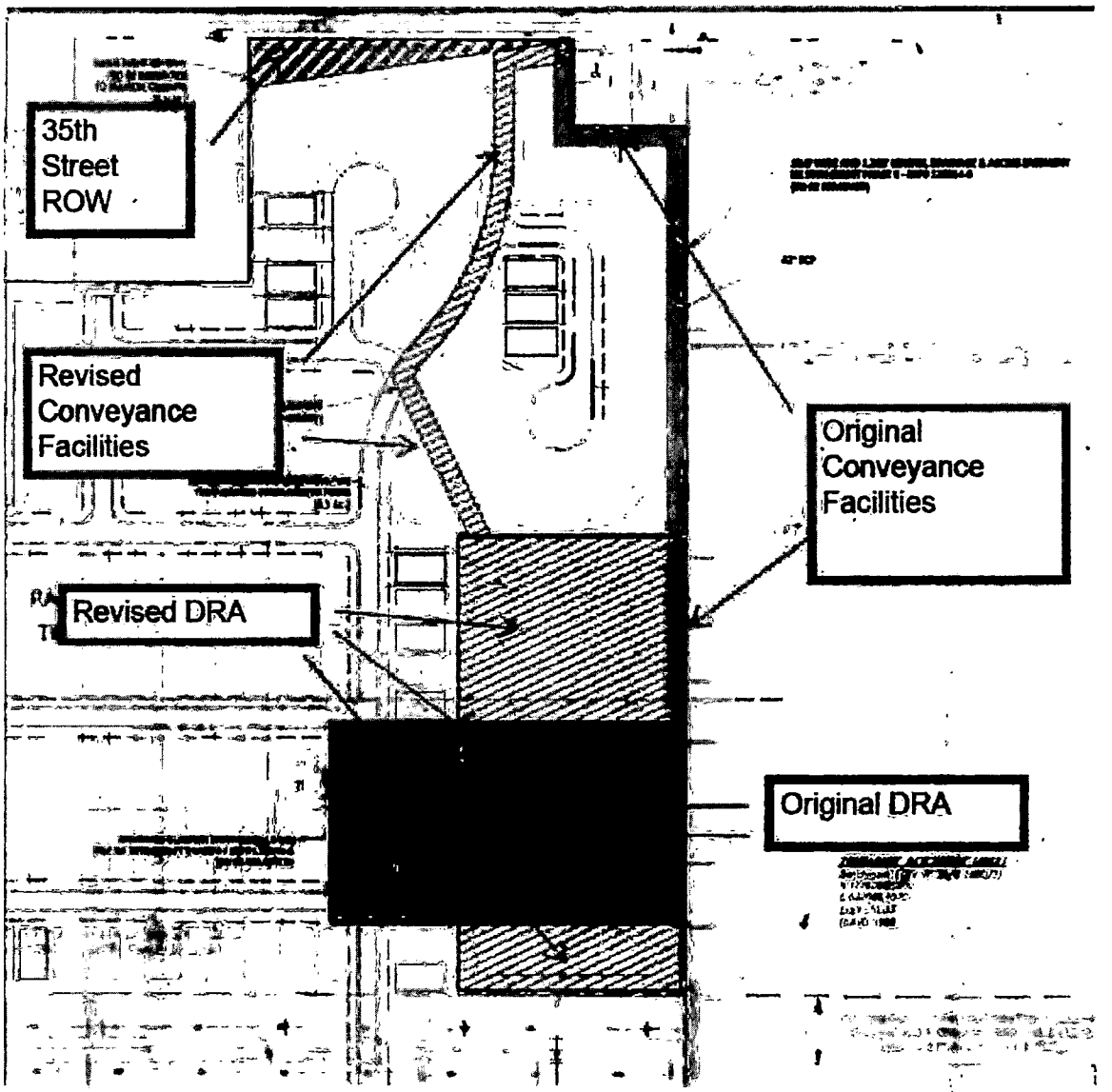

35th
Street
ROW
Revised
Conveyance
Facilities
Original
Conveyance
Facilities
Revised DRA
Original DRA

EXHIBIT B
PROPERTY

The West half of the Northeast Quarter of Section 4, Township 15 South, Range 22 East, EXCEPT the South 1065 feet of the West 420 feet of said West One half of the Northeast Quarter and EXCEPT the North 150 feet of the East 170 feet of said West One half of the Northeast Quarter and EXCEPT the North One half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter and EXCEPT commencing at the Southwest corner of the North One half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter for a Point of Beginning, thence East 275 feet, thence South 300 feet, thence West 275 feet, thence North 300 feet to said Point of Beginning.

EXHIBIT C
CONVEYANCE STANDARDS

All conveyances of title to ROW (whether in fee simple or by grants of easements) which are required under the terms of this Agreement shall be made in accordance with the following Conveyance Standards, except where this Agreement expressly provides to the contrary.

1. The conveying party ("Conveying Party") shall convey fee simple title ROW by Special Warranty Deed.

2. Unless otherwise specifically provided in this Agreement, fee simple title to parcels of real property shall be conveyed free and clear of all liens or encumbrances other than utility easements in favor of governmental entities or licensed public utilities, which shall be Permitted Exceptions with respect to the conveyances.

3. The Conveying Party shall have prepared, at its expense, a survey or a sketch and legal description of each parcel to be conveyed or each parcel for which an easement is to be granted, sealed and signed by a licensed Florida surveyor and certified to the grantor and the grantee in the conveyance or grant.

4. As to all conveyances of fee simple title or grants of easements, the Conveying Party shall, at its expense, provide a commercial title insurance commitment and policy with respect to the conveyance, in accordance with the following provisions:

   4.1. The title insurance underwriter shall be First American Title Insurance Company.

   4.2. The amount of the title insurance policies shall be determined by utilizing the per square foot value of the real property, according to the most recent assessment by the Marion County Property Appraiser, multiplied by the square feet of the parcel.

   4.3. The Conveying Party shall provide, at its expense, all necessary closing documents and satisfy other requirements necessary for deletion of the Standard Exceptions in the final title insurance policy and comply with all other title commitment requirements for the conveyance to be insured.

5. Except as to conveyances that this Agreement expressly provides are in lieu of condemnation (and therefore exempt from the payment of documentary excise taxes), or if this Agreement expressly provides to the contrary, the Conveying Party shall be responsible for payment of any applicable documentary excise taxes. The Conveying Party shall be responsible for payment of the cost of recording the instrument of conveyance and the cost of recording any documents required to satisfy title insurance requirements.

6. With respect to any grant of easement provided under the terms of this Agreement, the same cost allocations, and title insurance requirements applicable to conveyances of fee title to real property shall apply.

7. If not specifically provided as an Exhibit to this Agreement, the form and content of any conveyance documents, and other documents prepared by or on behalf of Conveying Party, shall be subject to approval by County in its reasonable discretion. By approving this Agreement, the County Commission authorizes the County Representative to provide such approval on behalf County.

EXHIBIT D
ESTIMATE OF CONSTRUCTION COST

3021 Northwest 21st Street • Ocala, Florida 34475 • Phone (352) 629-3506 • Fax (352) 629-1334

GLENN D. COUNTS
President

Emerson Pointe Phase 2 County DRA Location

June 9, 2023

TOTAL PRICE: $

ITEM	QTY	UNIT	UNIT PRICE	TOTAL
DRA- County Location				
Clearing and Grubbing with Grinding	3.6	AC	$ 1,000.00	$ 50,000.00
DRA Cut	19,760	CY	$ 4.50	$ 88,920.00
Export	19,760	CY	$ 7.00	$ 138,320.00
Finish Grading DRA Slopes	5,244	SY	$ 0.50	$ 2,622.00
Grassing	17,424	SY	$ 2.30	$ 40,075.20
				$ 319,937.20

Exclusions:

1 Permits
2 Rock Excavation
3 Unsuitable Remove and Replace
4 Sinkhole Repair
5 Dewatering
6 Concrete Paving / Flatwork
7 Sidewalk @ Building
8 Dumpster Pad / Enclosure
9 Bollards
10 Landscaping / Irrigation
11 Sod Outside DRA
12 Conduits
13 Testing
14 Site Lighting
15 Non-Traffic Signs
16 SWPPP Plan / NOI / NOT
17 SWPPP Inspections while County is not on Site
18 Fencing
19 Concrete wash out area
20

See paragraph 8.2.1.1 concerning amount to be paid for exporting excess dirt.

EXHIBIT E
ESTIMATE OF INTERSECTION IMPROVEMENTS COSTS

PROJECT	EMERSON POINTE PHASE 2 RIGHT AND LEFT TURN LANE ALONG NE 35TH AVE						
ADDRESS	MARION COUNTY, FLORIDA						
Submission							
Date of plans							

Tillman & Associates ENGINEERING LLC.

Website: www.tillmaneng.com
Email: permits@tillmaneng.com
Contact: (352) 387-4540

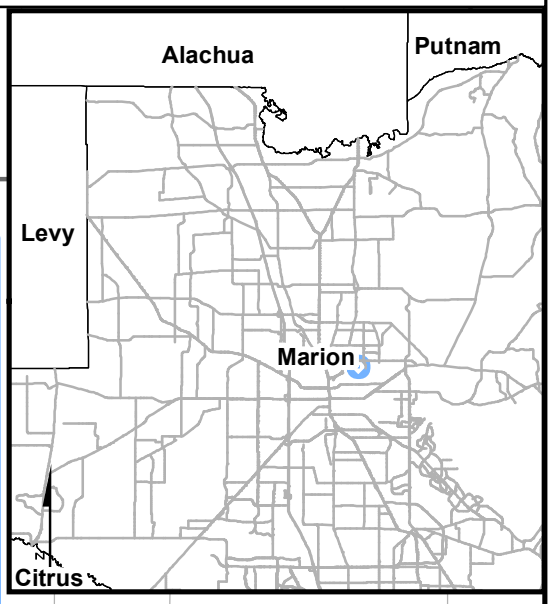
SR #	DESCRIPTION	QTY	UNIT			SUBTOTALS
	GENERAL					
1	MOBILIZATION	1	LS	$ 5,000.00	$ 5,000.00	
2	MOT	1	LS	$ 6,300.00	$ 6,300.00	
3	SURVEY	1	LS	$ 8,700.00	$ 8,700.00	
4	EROSION CONTROL	830	LF	$ 2.40	$ 1,992.00	
5	MILL & RESURFACE	2,480	SY	$ 20.15	$ 49,972.00	
6	CLEARING AND GRUBBING	0.20	ACRE	$ 3,500.00	$ 700.00	
8	SOD	2,305	SY	$ 3.54	$ 8,159.70	
9	SIGNAGE & STRIPING	1	LS	$ 18,400.00	$ 18,400.00	
	Sub Total					$ 99,223.70
	[illegible]					
10	COMPACTED SUBGRADE	1,211	SY	$ 7.65	$ 9,266.20	
11	LIMEROCK BASE - 12"	1,012	SY	$ 36.20	$ 36,625.88	
12	1.5" SP-12.5 ASPHALT	860	SY	$ 27.55	$ 23,693.00	
13	1" SP-9.5" ASPHALT	860	SY	$ 14.90	$ 12,814.00	
	Sub Total					$ 82,599.08
	[illegible]					
15	COMPACTED SUBGRADE	235	SY	$ 7.65	$ 1,799.37	
16	LIMEROCK BASE - 12"	196	SY	$ 36.20	$ 7,112.24	
17	1.5" SP-12.5 ASPHALT	167	SY	$ 27.55	$ 4,600.85	
18	1" SP-9.5" ASPHALT	167	SY	$ 14.90	$ 2,488.30	
	Sub Total					$ 16,000.75
				TOTAL	$ 197,823.53	

Exclusions:

NOTE:
1) Unless specific above, cost estimate excludes: Rock Removal, Remove and Replace Unsuitable, Electrical Conduit, Telephone, Cable, Irrigation, and Landscaping.

P:\UG\Vandeven\Emerson Pointe\County K\Dev K and Agreement re DRA Reloc JG 10-3-24.docx

Developer's Agreement Concerning Stormwater Facilities Relocation (Emerson Pointe)



NE 35TH ST

NE 19TH Ave

NE 30TH LN

Project
Major Roads
Streets

1,000
Feet

N
W
E
S

path: \\mcbcc1.org\dfs\GIS_TR\Mike.Dumais\Maps\AgendaMaps\LandDev\EmersonPointeDevAgrmnt.pdf

Author: Mike Dumais
Printed: 11/25/2024

Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

767

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20301 **Agenda Date:** 9/3/2025 **Agenda No.:** 7.7.3.

SUBJECT:
Request Approval of a Purchase Agreement Associated with the Marion Oaks Manor Extension Road Improvement Project for Parcel 8004-0543-06 (Budget Impact - Neutral; expenditure of $243,000)

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 $243,000 plus closing costs for parcel 8004-0543-06 associated with the Marion Oaks Manor Extension (SW 49th Avenue to CR 475) Road Improvement Project. This is an improved lot consisting of .28 Acres. The 1,486 square foot single residence consist of four (4) bedrooms and two (2) bathrooms and a two (2) car garage.

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 - $243,000 plus closing cost (TIP077586-TIP ROADS-EXPANS ROW-762T - BO762541-561301).

RECOMMENDED ACTION:
Motion to approve the Purchase Agreement and Addendum and authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Belaval (Last) Fotini (First) (Dept) Office of the County Engineer - 4145

(Title) Property Agent (Phone) 352-671-8391

Signature Fotini Belaval Date Thursday, August 7, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

This is a request to review and approve a Purchase Agreement, Addendum, and Seller's Property Disclosure between Marion County and Opendoor Property Trust I associated with Marion Oaks Extension.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☑ No Agenda Date: Wednesday, September 3, 2025

Agenda Deadline Date for **Legal:** Thursday, August 14, 2025 Agenda Deadline Date for **Admin:** Thursday, August 21, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-759

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☑ Linda Blackburn Asst. County Attorney ☐ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Lori.Zirkle at 2:31 pm, Aug 08, 2025

Attorney Signature: Linda D. Blackburn Date Aug 8, 2025

Staff Signature: _____ (Completed) Date: 8/11/25 Returned: ☒ Department ☐ Admin ☐ _____

Rev2 03/19/2025

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

July 28, 2025

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: Marion Oaks Extension
Project Parcel #: N/A
Parcel ID#: 8004-0543-06

PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **Opendoor Property Trust I**, a Delaware statutory trust, having a mailing address of 410 N Scottsdale Rd Ste 1600, Tempe, AZ 85288-0976, 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 #: 8004-0543-06 related to Marion Oaks Extension road project incorporated herein by reference and attached as Exhibit "A".

(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	$	243,000.00
Damages (Severance/Cost-to-Cure)	$	00.00
Other: Attorney Fees	$	00.00
Other: N/A	$	00.00
Sub-Total	$	243,000.00

(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).
$ 243,000.00

III. CONDITIONS AND LIMITATIONS

(a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court. This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners and the SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.

(b) SELLER is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing. BUYER agrees to pay closings costs, such as recording fees, doc stamps and title insurance. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.

(c) SELLER is responsible for delivering unencumbered title to BUYER at closing. Any sums which BUYER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.

(d) Any extension of occupancy beyond the date of closing must be authorized by the BUYER in writing. During the period from the date of closing until the SELLER surrenders possession to the BUYER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to BUYER in the same condition existing as the effective date of this agreement, less any reasonable wear and tear.

(e) Other: _____

_____

IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

(a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.
There (X) is () is not an addendum to this agreement.

VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

[This portion of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, THE PARTIES has caused these presents to be executed in their respective name(s).

WITNESSES:

Thomas Shoupe
(Signature)

Thomas Shoupe
(Print or type Name)

(Signature)

(Print or type name)

SELLER: OPENDOOR PROPERTY TRUST I, a Delaware statutory trust

Brad Bonney — Brad Bonney, authorized signer on behalf of Opendoor Property Trust I
(Signature)

Brad Bonney
(Print or type name)

08 / 07 / 2025
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

BUYER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: KATHY BRYANT, CHAIRMAN

(Date)

Revised· 3-2024

EXHBIT "A"

Lot 6, Block 543, of MARION OAKS, UNIT FOUR, according to the Plat thereof, as recorded in Plat Book "O", Page(s) 53 through 80, inclusive, of the Public Records of Marion County, Florida.

Opendoor Addendum

This **ADDENDUM** ("Addendum") modifies the **PURCHASE AND SALE CONTRACT** (the "Contract") dated _____ between Seller and Buyer (collectively, the "Parties") with respect to the real property commonly known as 120 Marion Oaks Mnr, Ocala, FL 34473 (hereinafter, "Property"). Capitalized terms used but not defined in this Addendum have the meaning given to them in the Contract. In the event of any conflict with the terms in the Contract, the terms of this Addendum shall control to the full extent permitted by law.

1. REPRESENTATION

Seller is represented by Opendoor Brokerage LLC ("Opendoor Brokerage"), a subsidiary of Opendoor Labs Inc. and an affiliate of Seller, in this transaction. Buyer understands and agrees that Opendoor Brokerage has NO BROKERAGE RELATIONSHIP with the Buyer.

Some of the employees of Seller or its affiliates, including Seller's authorized signer, may be licensed real estate agents, brokers, or salespeople in the State where the Property is located.

If Buyer changes representation after the execution of this Addendum, it may impact the promotions for which Buyer is eligible. Promotion terms and conditions are located at opendoor.com/terms.

2. SECURITY SYSTEM AND LOCK

The Parties agree that the security system and electronic door lock do not convey. The electronic lock will be replaced with a standard door lock before close.

3. AFFILIATED BUSINESS DISCLOSURE

Buyer agrees to review and sign the Affiliated Business Arrangement Disclosure provided by Seller.

4. EXPIRATIONS

For any expiration date or deadline in the Contract that ends on a Saturday, Sunday, or state or national holiday, the date will be automatically extended to 5:00 p.m. the next business day.

5. EXTENSIONS

The Parties agree that time is of the essence and expressly waive any provisions in the Contract that grant either party the right to unilaterally change any previously agreed upon date. All extensions shall be by mutual written agreement between the Parties.

6. ASSIGNABILITY

The Contract may not be assigned by Buyer unless (a) the transfer of Buyer's interest in the Contract is to an entity in which Buyer holds a legal interest, such as a partnership, trust, limited liability company, or corporation or (b) Seller provides prior written consent. Any such assignment will not release Buyer of its obligations to Seller.

7. BREACH AND REMEDY

If Buyer is in breach of the Contract, Seller's only remedy is to cancel the Contract and receive the earnest money, thereby releasing both Parties from the Contract.

If Seller is in breach of the Contract, Buyer's only remedy is to cancel the Contract and receive the earnest money, thereby releasing both Parties from the Contract.

Opendoor

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To:
From: Opendoor Labs Inc. and its affiliates identified below
Property: 120 Marion Oaks Mnr, Ocala, FL 34473
Date:

This is to give you notice that Opendoor Labs Inc. ("Opendoor") has a business relationship with (i) Opendoor Brokerage LLC, Opendoor Brokerage Inc., OD Homes Brokerage Inc., and Tremont Realty LLC d/b/a Opendoor Connect (collectively, the "Opendoor Brokerages"); (ii) OS National LLC, OS National Alabama LLC, OSN Texas LLC, OSN Title Company, and OSN Escrow Inc. (collectively, the "OSN Entities"); (iii) Title Resources Guaranty Company; (iv) Mainstay Brokerage LLC and Mainstay Brokerage Inc. (collectively, the "Mainstay Brokerages"); and (v) Mainstay National Title LLC and Mainstay National Title Alabama LLC (together, the "Mainstay National Entities" and collectively with the Opendoor Brokerages, OSN Entities, Title Resources Guaranty Company, and Mainstay Brokerages, the "Affiliates"). Specifically, Opendoor is the ultimate owner of the Opendoor Brokerages and the OSN Entities, and is an indirect, partial owner of Title Resources Guaranty Company, the Mainstay Brokerages, and the Mainstay National Entities. Additionally, Lennar Corporation has an indirect ownership interest in Title Resources Guaranty Company. Because of these relationships, this referral may provide Opendoor and/or its Affiliates a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the Affiliates as a condition for the purchase, sale, or refinance of the subject property. The services of one or more of the Affiliates may not be available in the location of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider and Settlement Service	***Charge or Range of Charges***
Opendoor Brokerages and Mainstay Brokerages: Residential real estate brokerage services	***BROKERAGE FEES ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE***
Real Estate Fees	0 - 6% of purchase price
OSN Entities: Title insurance for owner's and/or lender's coverage; settlement and closing services	For a detailed quote for your home, please visit osnational.com/get-a-quote
Owner Title Policy Premium	$0 - $5,000
Lender Title Policy Premium	$0 - $5,000
Other Endorsements	$0 - $1,000 per endorsement
Escrow/Closing Services	$0 - $4,000
Loan Closing Services	$0 - $350

{continued on next page}

Opendoor

Provider and Settlement Service	*Charge or Range of Charges*
Title Resources Guaranty Company: Title insurance for owner's and/or lender's coverage; settlement and closing services	
Owner Title Policy Premium	$0 - $5,000
Lender Title Policy Premium	$0 - $5,000
Other Endorsements	$0 - $1,000 per endorsement
Escrow/Closing Services	$0 - $4,000
Mainstay National Entities: Title insurance for owner's and/or lender's coverage; settlement and closing services	For a detailed quote for your home, please visit https://mainstaynationaltitlellc.com
Owner Title Policy Premium	$0 - $5,000
Lender Title Policy Premium	$0 - $5,000
Other Endorsements	$0 - $1,000 per endorsement
Escrow/Closing Services	$0 - $4,000
Loan Closing Services	$0 - $350
This is an affiliated business arrangement disclosure statement. Actual services and charges may vary according to the particular circumstances underlying the transaction, including the home value, coverage and limits chosen, whether you are the purchaser or seller, as well as other requested terms, unusual market conditions, government regulation, property location, and similar factors. This disclosure statement does not account for fees paid or payable to third party service providers.	

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Opendoor and/or its Affiliates are referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Printed Name	Printed Name
Signature	Signature
Date	Date

Flood Disclosure

FloridaRealtors®

Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, Opendoor Property Trust I, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 120 Marion Oaks Mnr, Ocala, FL 34473

Seller, please check the applicable box in paragraphs (1) and (2) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

(1) Seller ☐ has ☑ has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.

(2) Seller ☐ has ☑ has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.

(3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:

a. The overflow of inland or tidal waters.

b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.

c. Sustained periods of standing water resulting from rainfall.

Seller: Brad Bonney authorized signer on behalf of Opendoor Property Trust I Date: 05/05/2025

Seller: _____ Date: _____

Copy provided to Buyer on _____ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

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Form Simplicity

Seller's Property Disclosure – Residential

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Notice to Licensee and Seller: Only the Seller should fill out this form.

Notice to Seller: Florida law[1] requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: _____
120 Marion Oaks Mnr, Ocala, FL 34473 (the "Property")

The Property is ☐owner occupied ☐tenant occupied ☒unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? **Seller has never occupied this property**

	Yes	No	Don't Know
1. Structures; Systems; Appliances			
(a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	☐	☐	☒
(b) Is seawall, if any, and dockage, if any, structurally sound?	☐	☐	☒
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	☐	☐	☒
(d) Does the Property have aluminum wiring other than the primary service line?	☐	☐	☒
(e) Are any of the appliances leased? If yes, which ones: _____	☐	☐	☒
(f) If any answer to questions 1(a) – 1(c) is no, please explain: _____			
(b) No seawall or dockage present (c) Installed new 40 gallon electric water heater in April 2025.			
(a) For informational purposes only – Seller installed new carpets in bedroom before sale.			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	☐	☐	☒
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	☐	☐	☒
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	☐	☐	☒
(b) Have past or present drainage or flooding problems affected the Property?	☐	☐	☒
(c) Is any of the Property located in a special flood hazard area?	☐	☒	☐
(d) Is any of the Property located seaward of the coastal construction control line?	☐	☐	☒
(e) Does your lender require flood insurance?	☐	☐	☒
(f) Do you have an elevation certificate? If yes, please attach a copy.	☐	☐	☒
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

[1] *Johnson v. Davis*, 480 So.2d 625 (Fla. 1985).

Seller (BB) and **Buyer** (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 4

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	Yes	No	Don't Know
4. Plumbing			
(a) What is your drinking water source? ☒public ☐private ☐well ☐other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	☐	☐	☒
(c) Do you have a water treatment system? If yes, is it ☐owned ☐leased?	☐	☐	☒
(d) Do you have a ☐sewer or ☒septic system? If septic system, describe the location of each system: Unknown			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	☐	☐	☒
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	☐	☐	☒
(g) Have there been any plumbing leaks since you have owned the Property?	☐	☐	☒
(h) Are any polybutylene pipes on the Property?	☐	☐	☒
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: (a)Marion County			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	☐	☐	☒
(b) The age of the roof is Less than a year years OR date installed			
(c) Has the roof ever leaked during your ownership?	☐	☐	☒
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: Replaced roof in May 2025	☒	☐	☐
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain:	☐	☐	☒
6. Pools; Hot Tubs; Spas			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): ☐enclosure that meets the pool barrier requirements ☐approved safety pool cover ☐required door and window exit alarms ☐required door locks ☐none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	☐	☐	☒
7. Sinkholes			
Note: When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	☐	☐	☒
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? ☐ yes ☐ no If the claim was paid, were all the proceeds used to repair the damage? ☐ yes ☐ no	☐	☐	☒
(c) If any answer to questions 7(a) - 7(b) is yes, please explain:			

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	Yes	No	Don't Know
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.) **Notice to Buyer:** If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.	☐	☒	☐
(b) Are there any proposed changes to any of the restrictions?	☐	☐	☒
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	☒	☐	☐
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	☐	☐	☒
(e) Are there boundary line disputes or easements affecting the Property?	☐	☐	☒
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	☐	☐	☒
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? If yes, is there a right of entry? ☐ yes ☐ no	☐	☐	☒
(h) Are access roads ☒private ☐public? If private, describe the terms and conditions of the maintenance agreement: _____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: (c) Shared fences (a) Voluntary HOA Name : The Marion Oaks Civic Association, phone: 352-347-7297 (h) Gated community			
9. Environmental			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	☐	☒	☐
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	☐	☐	☒
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	☐	☐	☒
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	☐	☐	☒
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			
10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	☐	☐	☒
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	☐	☐	☒
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	☐	☐	☒
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	☐	☐	☒
(e) Have you ever had any claims filed against your homeowner's insurance policy?	☐	☒	☐

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(f) Are there any zoning violations or nonconforming uses?	☐	☒	☐
(g) Are there any zoning restrictions affecting improvements or replacement of the Property?	☐	☒	☐
(h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?	☐	☒	☐
(i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property?	☐	☐	☒
(j) Are any improvements located below the base flood elevation?	☐	☐	☒
(k) Have any improvements been constructed in violation of applicable local flood guidelines?	☐	☒	☐
(l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits?	☐	☐	☒
(m) Are there any active permits on the Property that have not been closed by a final inspection?	☐	☒	☐
(n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?	☐	☒	☐
(o) If any answer to questions 10(a) - 10(n) is yes, please explain:			
(l) Previous seller made enclosed covered patio as an addition - permit status and details unknown.			
(i) Reconverted garage to its original state.			
(p) Is the Property located in a historic district?	☐	☐	☒
(q) Is the Seller aware of any restrictions as a result of being located in a historic district?	☐	☐	☒
(r) Are there any active or pending applications or permits with a governing body over the historic district?	☐	☐	☒
(s) Are there any violations of the rules applying to properties in a historic district?	☐	☐	☒
(t) If the answer to 10(q) – 10(s) is yes, please explain:			

11. Foreign Investment in Real Property Tax Act ("FIRPTA")

(a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code? **If yes, Buyer and Seller should seek legal and tax advice regarding compliance.**	☐	☒	☐

12. ☐ **(If checked) Other Matters; Additional Comments:** The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: Brad Bonney / Authorized Signer on Behalf of Opendoor Property Trust I Date: 05-11-2025
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

Seller (BB) and **Buyer** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4

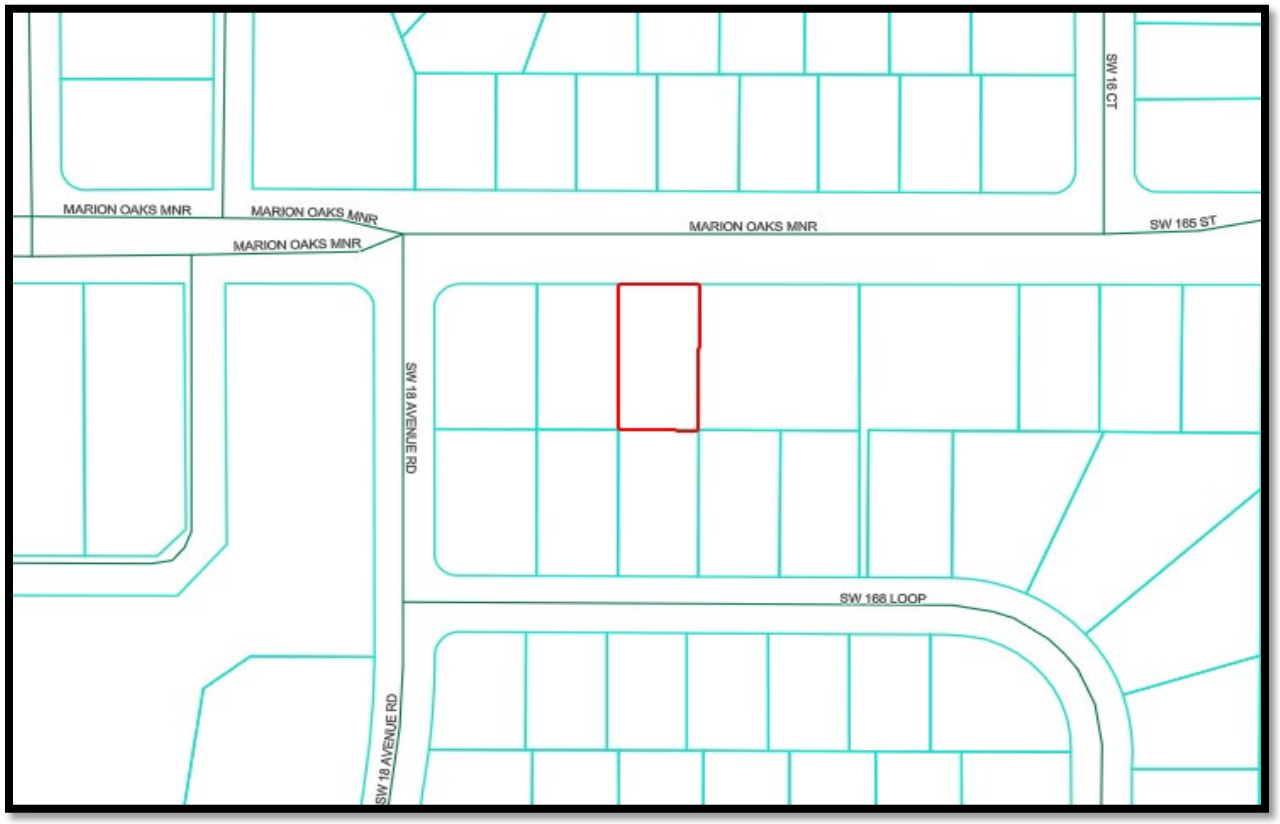
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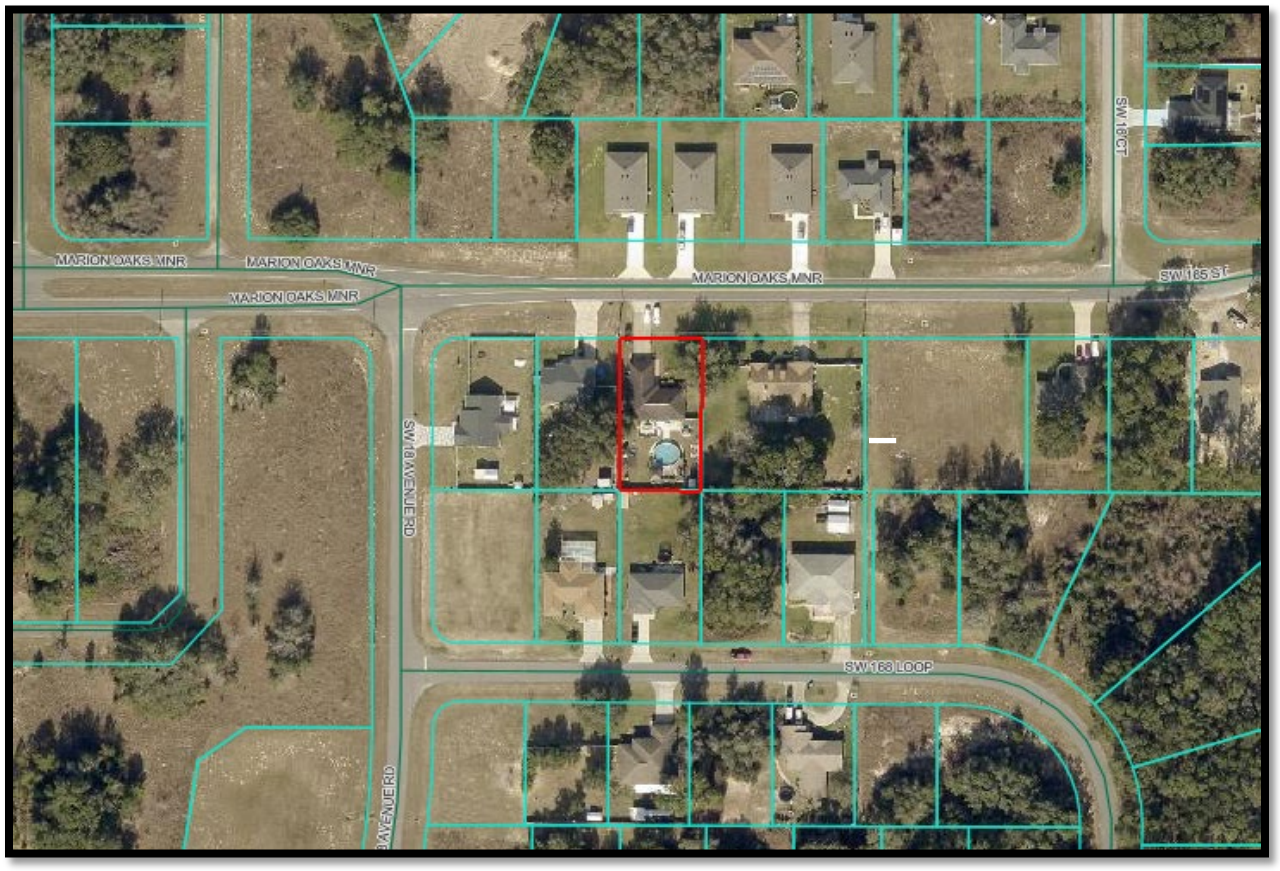
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Location Map

Parcel Identification Number
8004-0543-06 .28 Acres +/-
Sec 25 Twp 17 Rge 21 Marion Oaks
Unit 4 Block 543 Lot 6





Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20329 **Agenda Date:** 9/3/2025 **Agenda No.:** 8.1.

SUBJECT:
Request Approval to Adopt a Resolution Relating to Special Assessment Bond, Series 2025

INITIATOR:
Matthew. G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
A Resolution is presented for Board approval which was received from Nabors, Giblin & Nickerson, P.A., bond counsel for Marion County. The resolution relates to financing the road improvements in the Dunnellon Oaks Improvement Area after the required public hearing was held by the County. This Resolution authorizes a bond to be issued to Pinnacle Bank in a principal amount not to exceed $2,367,773.46 at a rate of interest of 4.22% per annum, provides for certain details regarding the bond, outlines certain bond covenants of the County and provides authorization for the Chairman and Clerk to execute certain documents related to such bond issuance. The bond is payable from assessments imposed against the improvement areas and is backed by a covenant to budget and appropriate non-ad valorem revenues.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt Resolution and authorize the Chairman and Clerk to execute same.

MARION COUNTY, FLORIDA

SPECIAL ASSESSMENT BOND,
SERIES 2025 RESOLUTION

ADOPTED SEPTEMBER 3, 2025

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EXHIBIT A	PROPOSAL LETTER FROM PINNACLE BANK

RESOLUTION NO. 25-R-300

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE BY THE COUNTY OF A NOT TO EXCEED $2,367,773.46 MARION COUNTY, FLORIDA SPECIAL ASSESSMENT BOND, SERIES 2025, IN ORDER TO FINANCE THE COST OF THE ACQUISITION AND CONSTRUCTION OF VARIOUS ROAD AND ANCILLARY IMPROVEMENTS WITHIN THE BOUNDARIES OF VARIOUS IMPROVEMENT AREAS CREATED WITHIN THE COUNTY AS FURTHER DESCRIBED HEREIN; PLEDGING THE MONEYS RECEIVED BY THE COUNTY FROM (A) ASSESSMENT REVENUES UPON REAL PROPERTY WITHIN THOSE IMPROVEMENT AREAS BENEFITED BY THE AFOREMENTIONED ROAD AND ANCILLARY IMPROVEMENTS AND (B) A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID SERIES 2025 BOND; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID SERIES 2025 BOND; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS FOLLOWS:

ARTICLE I
GENERAL

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Act" shall mean Chapter 125, Florida Statutes, the Assessment Ordinance, and other applicable provisions of law.

"Act of Bankruptcy" shall mean (1) the Issuer shall be adjudicated as bankrupt or become subject to an order for relief under federal bankruptcy law, (2) the Issuer shall institute any proceedings seeking an order for relief under federal bankruptcy law or seeking to be adjudicated as bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under

any law relating to bankruptcy or insolvency, (3) there shall be appointed a receiver, liquidator or similar official for the Issuer under any law relating to bankruptcy or insolvency, or (4) without the application, approval or consent of the Issuer, a receiver, trustee, examiner, liquidator or similar official shall be appointed for the Issuer, or a proceeding described in (2) above shall be instituted against the Issuer, and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of thirty (30) consecutive days. The mere declaration of a state of financial emergency under Section 218.503, Florida Statutes, shall not, in and of itself, constitute an Act of Bankruptcy.

"Assessment Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"Assessment Ordinance" shall mean Ordinance No. 09-10 of the Issuer, enacted April 7, 2009.

"Assessment Resolutions" shall mean Resolution Nos. 24-R-178 and 24-R-548, describing the assessment methodology, creating the Series 2025 Improvement Area and imposing the assessments within such Series 2025 Improvement Area.

"Authorized Investments" shall mean any obligations as shall be permitted to be legal investments of the Issuer by the laws of the State.

"Authorized Issuer Officer" shall mean the Chairman of the Board, or his or her designee, and when used in reference to any act or document also means any other person authorized by resolution of the Issuer to perform such act or sign such document.

"Board" shall mean the Board of County Commissioners of the Issuer.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A., or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to the Series 2025 Bond, shall mean the Initial Bondholder or any person who shall be the registered owner of the Outstanding Series 2025 Bond as provided in the registration books of the Issuer.

"Business Day" shall mean any day other than (1) a Saturday or Sunday, or (2) a legal holiday on which the Issuer or the Bondholder is closed.

"Chairman" shall mean the Chairman of the Board of County Commissioners of the Issuer, and such other person as may be duly authorized to act on his or her behalf.

"Clerk" shall mean the Clerk of the Circuit Court and Ex-officio Clerk of the Board of County Commissioners of the Issuer, and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations, procedures and rules thereunder in effect or proposed.

"Collection Costs" shall mean all costs and expenses for collection of the Series 2025 Assessments which shall be billed by the Issuer as part of the Series 2025 Assessments, or installments thereof, or which may be billed separately from the Series 2025 Assessments.

"Construction Fund" shall mean the Marion County, Florida Special Assessment Bond, Series 2025 Construction Fund established pursuant to Section 4.03 hereof.

"Cost" or **"Costs,"** as the same relates to the Series 2025 Project, to the extent permitted by the Act, shall mean (1) the cost of physical construction, reconstruction or completion, (2) the cost of acquisition or purchase, (3) the cost of all labor, materials, machinery and equipment, (4) the cost of land and interests therein, property rights, easements and franchises of any nature whatsoever, (5) the cost of any indemnity or surety bonds and premiums for insurance during construction, (6) all interest due to be paid on the Series 2025 Bond and other obligations relating to the Series 2025 Project during the period of construction and for such period of time subsequent to completion of acquisition and construction as the Board deems appropriate, (7) engineering, financial, legal and other consultant fees and expenses, (8) the cost of plans and specifications, construction plans, surveys and estimates of costs, (9) costs and expenses of audits, (10) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any interim or temporary indebtedness incurred for any portion of the Series 2025 Project, (11) costs and expenses related to the issuance of the Series 2025 Bond or other indebtedness related to the Series 2025 Project, (12) costs related to the levy and collection of the Series 2025 Assessments, and (13) any other costs and expenses properly attributable to acquisition or construction of the Series 2025 Project, and such other expenses as may be necessary or incidental to the issuance of the Series 2025 Bond; and shall include reimbursement to the Issuer or any other Person, for any moneys advanced for any costs incurred by the Issuer or such Person, in connection with any such items of cost. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

"Debt Service Fund" shall mean the Marion County, Florida Special Assessment Bond, Series 2025 Debt Service Fund established pursuant to Section 4.04 hereof.

"Default Rate" shall mean the interest rate per annum described in Section 2.06(c) hereof.

"Delinquent Assessments" shall mean any and all installments of any Series 2025 Assessments which are not paid when due.

"Determination of Taxability" shall mean the circumstance under which interest paid or payable on the Series 2025 Bond becomes includable for federal income tax purposes in the gross income of the Bondholders due to any act or inaction of the Issuer, including (1) the receipt by the Issuer or a Bondholder of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency which holds that any interest payable on its Series 2025 Bond is includable in the gross income of such Bondholder; (2) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on such Series 2025 Bond is includable in the gross income of the Bondholder; or (3) receipt by the Issuer or a Bondholder of an opinion of Bond Counsel that any interest on the Series 2025 Bond has become includable in the gross income of the Bondholder for federal income tax purposes. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on a Series 2025 Bond is deemed includable in the gross income of a Bondholder. A Determination of Taxability shall not occur solely because such interest is taken into account in determining adjusted current earnings for the purpose of the alternative minimum income tax imposed on corporations or interest on the Series 2025 Bond is treated as an indirect tax preference item under the Code.

"Event of Default" shall mean any Event of Default specified in Section 6.01 of this Resolution.

"Expense Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"Final Maturity Date" shall mean May 1, 2040.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Initial Bondholder" shall mean Pinnacle Bank, a Tennessee banking corporation authorized to conduct business in the State, or any subsidiary or related entity of their parent company, and any assigns or successors thereto.

"Interest Rate" shall mean a fixed rate of interest equal to 4.22% per annum. Upon a Determination of Taxability, the "Interest Rate" shall mean the Taxable Rate. Notwithstanding the foregoing, however, after, and during the continuance of, an Event of Default, "Interest Rate" shall mean the Default Rate.

"Issuer" shall mean Marion County, Florida.

"Maximum Federal Corporate Tax Rate" shall mean the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, determined without regard to tax rate or tax benefit make-up provisions such as the last two sentences of Section 11(b)(1) of the Code, as in effect from time to time (or, if as a result of a change in the Code the rate of income taxation imposed on corporations shall not be applicable to the Bondholder, the maximum statutory rate of federal income taxation which could apply to the Bondholder).

"Municipal Advisor" shall mean PFM Financial Advisors LLC, and its successors.

"Non-Ad Valorem Revenues" shall mean all revenues of the Issuer derived from any source whatsoever other than revenues generated from ad valorem taxation on real or personal property which are legally available to make the payments required herein, but only after provision has been made by the Issuer for the payment of all essential or legally mandated services.

"Outstanding" when used with reference to the Series 2025 Bond and as of any particular date, shall describe the Series 2025 Bond theretofore and thereupon being authenticated and delivered except, (1) any Series 2025 Bond in lieu of which another Series 2025 Bond has been issued under agreement to replace the lost, stolen, mutilated or destroyed Series 2025 Bond under Section 2.04 hereof, (2) any Series 2025 Bond surrendered by the Holder thereof in exchange for another Series 2025 Bond under Section 2.05 hereof, (3) the portion of the Series 2025 Bond which has been paid in accordance with its terms, and (4) the Series 2025 Bond canceled after purchase by the Issuer in the open market or because of payment at or redemption prior to maturity.

"Payment Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"Payment Date" shall mean the dates for payment of principal and/or interest on the Series 2025 Bond as provided in Section 2.01 hereof.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Revenues" shall mean (1) the Special Assessment Proceeds, (2) the Non-Ad Valorem Revenues which have been budgeted and appropriated by the Issuer in its annual budget for payment of the Series 2025 Bond and deposited to the Payment Account as described herein, and (3) until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the funds and accounts (other than the Rebate Account) established hereunder, including any other amounts made available by the Issuer, in its sole discretion, pursuant to Section 5.08 hereof and deposited into such funds and accounts.

"Prepayments" shall mean any Series 2025 Assessments, or portions thereof, which shall be paid to the Issuer prior to the time the same becomes due.

"Rebate Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"Redemption Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"Redemption Price" shall mean, with respect to any Series 2025 Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Series 2025 Bond or this Resolution, plus accrued interest through the date of payment as set forth in Section 3.03 hereof.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Series 2025 Assessments" shall mean the assessments levied by the Issuer in accordance with the Assessment Ordinance and Assessment Resolutions against properties in the Series 2025 Improvement Area specially benefited by the acquisition and construction of the Series 2025 Project.

"Series 2025 Bond" shall mean the Issuer's Special Assessment Bond, Series 2025, issued pursuant to the Resolution.

"Series 2025 Improvement Area" shall mean the Dunnellon Oaks Improvement Area established by the Issuer pursuant to the Assessment Resolutions.

"Series 2025 Project" shall mean certain road and ancillary improvements to be made within the Series 2025 Improvement Area of the Issuer, all as more particularly set forth in the plans and specifications on file or to be on file with the Issuer, as the same may be modified or amended from time to time.

"Special Assessment Proceeds" shall mean the proceeds of the Series 2025 Assessments collected and received by the Issuer in the Series 2025 Improvement Area, including the interest and penalties on such Series 2025 Assessments. Special Assessment Proceeds shall include moneys received by the Issuer on account of collection of Delinquent Assessments and Prepayments. Special Assessment Proceeds shall also include proceeds of any re-assessment pursuant to Section 5.06 hereof.

"State" shall mean the State of Florida.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution enacted and becoming effective in accordance with the terms of Section 7.01 hereof.

"Taxable Period" shall mean the period commencing upon the date of the Determination of Taxability and ending on the date the Series 2025 Bond begins to bear interest at the Taxable Rate.

"Taxable Rate" shall mean, upon a Determination of Taxability, an interest rate otherwise borne by the Series 2025 Bond multiplied by the Taxable Rate Factor.

"Taxable Rate Factor" means the quotient of one (1) over the difference of one (1) minus the Maximum Federal Corporate Tax Rate.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term and "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of the Series 2025 Bond by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Series 2025 Bond, and shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Series 2025 Bond.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(a) The Issuer has infrastructure needs and requirements in the form of the Series 2025 Project which must be acquired and constructed in order to maintain and protect the health, safety and welfare of the citizens of the Series 2025 Improvement Area of the Issuer.

(b) At the request of the Issuer, the Municipal Advisor of the Issuer requested proposals from various lending institutions to obtain the most favorable interest rate and loan terms. The Municipal Advisor received the most favorable terms and conditions (based on all the loan terms and conditions) from the Initial Bondholder and recommended to the Issuer that they accept the proposal of the Initial Bondholder to provide financing for the Series 2025 Project, the terms and conditions of which are set forth in a proposal letter, dated August 5, 2025 attached hereto as EXHIBIT A.

(c) The most efficient and fairest method of financing the acquisition and construction of the Series 2025 Project is by the issuance of Series 2025 Bond secured by the Pledged Revenues as provided herein.

(d) The principal of, Redemption Price, if applicable, and interest on the Series 2025 Bond shall be paid from the Pledged Revenues. The Issuer shall never be required to use any ad valorem taxes for the payment of the Series 2025 Bond. The Series 2025 Bond shall not constitute a direct obligation of the Issuer or a pledge of its faith and credit, nor shall the Bondholders have any lien or encumbrance on any property of the Issuer, including the Series 2025 Project, other than the Pledged Revenues.

(e) Due to the present volatility of the market for tax-exempt obligations such as the Series 2025 Bond and the complexity of the transactions relating to such Series 2025 Bond, it is in the best interest of the Issuer to sell the Series 2025 Bond by a negotiated sale to the Initial Bondholder, allowing the Issuer to enter the market at the most advantageous time and conditions, thereby permitting the Issuer to obtain the best possible price and interest rate for the Series 2025 Bond. The Issuer acknowledges receipt of the information required by Section 218.385, Florida Statutes, from the Initial Bondholder in connection with the negotiated sale of the Series 2025 Bond. A copy of the disclosure statement provided by the Initial Bondholder containing the aforementioned information has been provided under separate cover to the Issuer.

SECTION 1.05. AUTHORIZATION OF SERIES 2025 PROJECT. The Issuer hereby authorizes the acquisition and construction of the Series 2025 Project.

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF SERIES 2025 BOND

SECTION 2.01. AUTHORIZATION AND DESCRIPTION OF SERIES 2025 BOND. This Resolution creates an issue of bonds of the Issuer to be designated as "Marion County, Florida, Special Assessment Bond, Series 2025," issued in the principal amount not to exceed $2,367,773.46. The Series 2025 Bond is issued for the principal purposes of acquiring and constructing the Series 2025 Project and paying certain costs of issuance incurred with respect to the Series 2025 Bond.

The Series 2025 Bond shall be in the form of one registered Series 2025 Bond dated the date of issuance of such Series 2025 Bond maturing on the Final Maturity Date, shall be issued in fully registered form and shall bear interest from the date of issuance of such Series 2025 Bond. The Series 2025 Bond shall be issued in one denomination, or in such lesser amount resulting from a partial redemption thereof. Principal of, Redemption Price, if any, and interest on the Series 2025 Bond shall be payable in any coin or currency of the United States of America which, on the date of payment, are legal tender for the payment of public and private debts.

The Series 2025 Bond shall accrue interest until payment in full of the Series 2025 Bond at the Interest Rate calculated based on a 360 day year consisting of twelve 30-day months, subject to adjustment from time to time as set forth in Section 2.06 hereof, and shall be payable on each May 1 and November 1 commencing on May 1, 2026 (accruing from the date of delivery and after the initial interest payment date (a) from and including each May 1st through and including the following October 31st, and (b) from and including each November 1st through and including the following April 30th, each an "Accrual Period"). Principal on the Series 2025 Bond shall be payable on May 1, 2026 and annually thereafter on May 1 of each year in the amounts set forth in the Series 2025 Bond, through and including the Final Maturity Date.

All payments of principal and interest shall be made on the first Business Day immediately following an Accrual Period.

SECTION 2.02. APPLICATION OF SERIES 2025 BOND PROCEEDS. The proceeds derived from the sale of the Series 2025 Bond, including accrued interest and premium, if any, shall, simultaneously with the delivery of the Series 2025 Bond to the purchaser or purchasers thereof, be applied by the Issuer as follows:

(a) An amount of the Series 2025 Bond proceeds equal to $31,000.00 shall be applied to the payment of costs and expenses relating to the issuance of the Series 2025 Bond.

(b) The remaining amount of the Series 2025 Bond proceeds shall be deposited in the Construction Fund and used to pay Costs of the Series 2025 Project.

SECTION 2.03. EXECUTION OF SERIES 2025 BOND. The Series 2025 Bond shall be executed in the name of the Issuer with the manual or signature of the Chairman and the Clerk and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual signature of the Clerk and authenticated by such Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2025 Bond shall cease to be such officer of the Issuer before the Series 2025 Bond so signed and sealed have been actually sold and delivered, such Series 2025 Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2025 Bond had not ceased to hold such office.

SECTION 2.04. SERIES 2025 BOND MUTILATED, DESTROYED, STOLEN OR LOST. In case the Series 2025 Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Series 2025 Bond of like tenor as the Series 2025 Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Series 2025 Bond upon surrender and cancellation of such mutilated Series 2025 Bond or in lieu of and substitution for the Series 2025 Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer proof of his ownership thereof and indemnity satisfactory to the Issuer, and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Series 2025 Bond so surrendered or otherwise substituted shall be canceled by the Clerk. If the Series 2025 Bond shall have matured or been called for redemption or be about to mature or be called for redemption, instead of issuing a substitute Series 2025 Bond, the Issuer may pay the same or cause the Series 2025 Bond to be paid, upon being indemnified as aforesaid, and if such Series 2025 Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2025 Bond issued pursuant to this Section 2.04 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Series 2025 Bond be at any time found by anyone, and such duplicate Series 2025 Bond shall be entitled to the benefits and rights as to lien on the Pledged Revenues to the same extent the replaced Series 2025 Bond issued hereunder.

SECTION 2.05. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. The Series 2025 Bond, upon surrender thereof at the office of the Clerk with a written instrument of transfer satisfactory to the Clerk, duly executed by the Holder thereof or their attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Series 2025 Bond of the same maturity of any other authorized denominations.

The Series 2025 Bond issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform

Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained in this Resolution and in the Series 2025 Bond. So long as the Series 2025 Bond shall remain unpaid, the Issuer shall maintain and keep, at the office of the Clerk, books for the registration of transfer of the Series 2025 Bond.

The transfer of any Series 2025 Bond shall be registered only upon the books of the Issuer, at the office of the Clerk, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by their attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Clerk duly executed by the Holder or their duly authorized attorney with signature guaranteed. Upon the registration of transfer of any such Series 2025 Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Series 2025 Bond of the same aggregate principal amount and maturity as the surrendered Series 2025 Bond.

Notwithstanding the foregoing, the Series 2025 Bond may not be transferred except in whole. Further, the transfer of the Series 2025 Bond shall be restricted to Permitted Lenders. A "Permitted Lender" shall mean any bank, trust company, savings institution, finance or leasing company, "qualified institutional buyer" (within the meaning of Securities and Exchange Commission Rule 144A), insurance company or subsidiary or affiliate of the Holder of the Series 2025 Bond that is engaged as a regular part of its business in making loans and is authorized to do business in the State.

In all cases in which the Series 2025 Bond shall be exchanged or the transfer of the Series 2025 Bond shall be registered, the Issuer shall execute and authenticate and deliver such Series 2025 Bond in accordance with the provisions of this Resolution. For every such exchange or registration of transfer, the Issuer may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or registration of transfer.

SECTION 2.06. ADJUSTMENTS TO INTEREST RATE. (a) In the event of a Determination of Taxability, the Interest Rate shall be immediately increased (effective retroactively to the date of the Determination of Taxability) to the Taxable Rate. In such an event, the Issuer shall pay to the Bondholder the sum of (i) an amount equal to the difference between the (a) the amount of interest paid on the Series 2025 Bond during the Taxable Period, and (b) the amount of interest that would have been paid on the Series 2025 Bond during the Taxable Period had the Series 2025 Bond borne interest at the Taxable Rate, plus (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Bondholder as a result of the Determination of Taxability. Any adjustments shall be payable only after the Bondholder or its assigns has provided the Issuer written notice of such adjustments.

(b) To the extent an adjustment to the Interest Rate on the Series 2025 Bond is not effected within three (3) months of the event giving rise to the adjustment, the

additional interest due as a result of such adjustment shall be paid with interest thereon compounded monthly at the rate which is equal to the Interest Rate on the Series 2025 Bond. All unpaid amounts determined to be owing as a result of such calculation shall be due and payable within ten (10) days after delivery of notice of the amount of such adjustment and shall be paid to the Bondholder of record during the period to which the adjustment relates. This obligation shall survive the payment and cancellation of the Series 2025 Bond.

(c) From and after the Final Maturity Date or from and after the occurrence of an Event of Default, irrespective of any declaration of maturity, all amounts remaining unpaid or thereafter accruing on the Series 2025 Bond shall bear interest at a default rate (the "Default Rate") equal to the lesser of (1) four percent (4%) in excess of the otherwise applicable rate of interest on the Series 2025 Bond, and (2) the maximum rate allowed by law at such time. Such Default Rate of interest shall be payable upon demand, but in no event later than when scheduled interest payments are due, and shall also be charged on the amounts owed by the Issuer to the Bondholder pursuant to any judgments entered in favor of the Bondholder.

(d) Any adjustments made to the Interest Rate on the Series 2025B Bond pursuant to the terms of this Section 2.06 shall not exceed the maximum interest rate permitted under Florida law.

SECTION 2.07. FORM OF SERIES 2025 BOND. The text of the Series 2025 Bond shall be in substantially the following form with such omissions, insertions and variations, as may be necessary and/or desirable and approved by the Chairman prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by such officer's execution of the Series 2025 Bond and the Issuer's delivery of the Series 2025 Bond to the purchaser or purchasers thereof):

* * * * * BEGIN FORM OF SERIES 2025 BOND * * * * *

No. RA-l $2,367,773.46

UNITED STATES OF AMERICA
STATE OF FLORIDA
MARION COUNTY, FLORIDA
SPECIAL ASSESSMENT BOND,
SERIES 2025

KNOW ALL MEN BY THESE PRESENTS that Marion County, Florida (the "Issuer"), for value received, hereby promises to pay, in the manner provided herein, to Pinnacle Bank, a Tennessee banking corporation authorized to conduct business in Florida, as registered owner, or registered assigns (the "Holder"), the principal sum of

$2,367,773.46

solely from the Pledged Revenues (hereinafter defined) and to pay interest on the unpaid balance thereof from the date hereof. Interest shall be payable in arrears on the dates set forth below, at an annual rate equal to 4.22% per annum (subject to adjustment as set forth herein), computed based on a 360 day year consisting of twelve 30-day months. Subject to adjustment pursuant to Section 3.02 of the hereinafter defined Resolution, the principal of this Series 2025 Bond shall be payable on May 1, 2026 and annually thereafter in the amounts set forth below on May 1 of each year, through and including May 1, 2040, on which date all unpaid principal and interest due shall be due and payable in full:

Year (May 1)	Amount
2026	$140,000.00
2027	110,860.50
2028	116,802.49
2029	123,062.98
2030	129,659.02
2031	136,608.59
2032	143,930.67
2033	151,645.20
2034	159,773.22
2035	168,336.89
2036	177,359.55
2037	186,865.84
2038	196,881.65
2039	207,434.30
2040*	218,552.56

*Final Maturity.

Interest shall be paid on each May 1 and November 1, commencing May 1, 2026 (accruing (a) from and including each May 1st through and including the following October 31st, and (b) from and including each November 1st through and including the following April 30th, each an "Accrual Period"). All payments of principal and interest shall be made on the first Business Day immediately following an Accrual Period. The interest rate on this Series 2025 Bond is subject to adjustment as provided for in the Resolution defined below.

Principal, Redemption Price of and interest on this Series 2025 Bond are payable in lawful money of the United States of America to the Holder in accordance with written instructions provided by the Holder to the Issuer. No presentment shall be required for any payment on this Series 2025 Bond except upon payment in full. Upon the occurrence and continuance of an Event of Default and continuance thereof the Holder may increase the interest rate to the Default Rate (as defined in the Resolution). Upon a Determination of Taxability, the interest rate shall be the Taxable Rate (as defined in the Resolution).

This Series 2025 Bond is issued for the principal purpose of providing moneys to acquire and construct various road and ancillary improvements within the Series 2025 Improvement Area (as specified and defined in the Resolution) of the Issuer (the "Series 2025 Project"), under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 125, Florida Statutes, the Issuer's Ordinance No. 09-10 duly enacted by the Board of County Commissioners of the Issuer on April 7, 2009, as amended and supplemented, and other applicable provisions of law (the "Act") and Resolution No. 25-R-300, adopted on September 3, 2025 (the "Resolution") and is subject to all the terms and conditions of the Resolution.

This Series 2025 Bond and the interest hereon, are payable from and secured by a lien upon and a pledge of (1) the Special Assessment Proceeds levied, collected and received by the Issuer upon real property in the Series 2025 Improvement Area benefited by the Series 2025 Project within Marion County, Florida, as more particularly described in the Resolution, (2) the Non-Ad Valorem Revenues which have been budgeted and appropriated by the Issuer in its annual budget for payment of the Series 2025 Bond and deposited to the Payment Account as described in the Resolution, and (3) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in certain of the funds and accounts established by the Resolution, all in the manner and to the extent described in the Resolution (collectively, the "Pledged Revenues").

IT IS EXPRESSLY AGREED BY THE HOLDER OF THIS SERIES 2025 BOND THAT THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS SERIES 2025 BOND AND THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION

THEREOF, TO THE PAYMENT OF SUCH PRINCIPAL, PREMIUM, IF ANY, AND INTEREST. THIS SERIES 2025 BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER OR THE SERIES 2025 PROJECT, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE FROM, THE PLEDGED REVENUES.

Neither the members of the Board of County Commissioners of the Issuer nor the Chairman nor any person executing this Series 2025 Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

The transfer of this Series 2025 Bond is registrable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the principal office of the Clerk by the Holder hereof in person or by their attorney duly authorized in writing, upon the surrender of this Series 2025 Bond together with a written instrument of transfer satisfactory to the Clerk duly executed by the Holder or their attorney duly authorized in writing, and thereupon a new Series 2025 Bond in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Series 2025 Bond is issuable in fully registered form in the denomination of $2,367,773.46 (or such lesser amount resulting from a partial redemption of the Series 2025 Bond). The Issuer and any paying agent may treat the Holder of this Series 2025 Bond as the absolute owner hereof for all purposes, whether or not this Series 2025 Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Series 2025 Bond is subject to redemption prior to its stated date of maturity solely from Special Assessment Proceeds, at a price equal to 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date, in whole or in part one time per calendar year and in such manner as may be designated by the Issuer, in each case upon thirty (30) days prior written notice to the Holder thereof. Except as set forth in the preceding sentence, the Series 2025 Bond is not subject to redemption.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Series 2025 Bond, the nature, manner and extent of enforcement of such pledge and covenants and the rights, duties, immunities and obligations of the Issuer. All of the provisions of the Resolution are hereby incorporated into this Series 2025 Bond by this reference.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this Series 2025 Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Series 2025 Bond does not violate any constitutional or statutory limitations or provisions.

IN WITNESS WHEREOF, the Board of County Commissioners of Marion County, Florida has issued this Series 2025 Bond and has caused the same to be executed by the manual or facsimile signature of its Chairman, its official seal or a facsimile thereof to be affixed or reproduced hereon, and countersigned and attested to by the manual or facsimile signature of its Clerk, all as of the [ORDINAL] day of [CLOSING MONTH], 2025.

MARION COUNTY, FLORIDA

(SEAL)

_____
Kathy Bryant, Chairman

ATTESTED AND COUNTERSIGNED:

_____
Gregory C. Harrell, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2025 Bond described in the within-mentioned Resolution.

Date of Authentication: _____, 2025

MARION COUNTY, FLORIDA

By:_____
Gregory C. Harrell, Clerk of the
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

_____

Insert Social Security or Other Identifying Number of Assignee

_____

(Name and Address of Assignee)

_____

the within Series 2025 Bond and does hereby irrevocably constitute and appoint _____as attorneys to register the transfer of the said Series 2025 Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:_____

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.	NOTICE: The signature to this assignment must correspond with the name of the Holder as it appears upon the face of the within Series 2025 Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

* * * * * END FORM OF SERIES 2025 BOND * * * * *

ARTICLE III
REDEMPTION OF SERIES 2025 BOND

SECTION 3.01. NOTICE OF REDEMPTION. Except as otherwise provided herein, notice of any redemption, which shall specify the Series 2025 Bond (or portions thereof) to be redeemed and the date and place for redemption, shall be mailed first class, postage prepaid, at least thirty (30) days prior to the redemption date to the Holders of the Series 2025 Bond to be redeemed at their addresses as they appear on the registration books kept by the Clerk.

SECTION 3.02. REDEMPTION OF PORTIONS OF SERIES 2025 BOND. In the event of any partial redemption of the Series 2025 Bond, the scheduled payments of principal due on the Series 2025 Bond after the date of such redemption shall be readjusted so as to provide, as nearly as practicable, for the repayment of the remaining principal of the Series 2025 Bond, and interest thereon, in equal amounts of principal and interest in each calendar year thereafter (including the then-current calendar year if such partial redemption occurs on or prior to May 1 of such year).

SECTION 3.03. PERMITTED AND REQUIRED REDEMPTIONS. The Series 2025 Bond is subject to redemption prior to its stated date of maturity solely from Special Assessment Proceeds, at a price equal to 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date (collectively, the "Redemption Price"), in whole, or in part once each calendar year and in such manner as may be designated by the Issuer, in each case upon thirty (30) days prior written notice to the Holder thereof. Except as set forth in the preceding sentence, the Series 2025 Bond is not subject to redemption. The Issuer covenants and agrees that amounts on deposit in the Redemption Account shall be used to make such redemptions in accordance with the provisions of Section 4.05(a)(4) hereof.

ARTICLE IV
SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF

SECTION 4.01. SERIES 2025 BOND NOT TO BE INDEBTEDNESS OF ISSUER. The Series 2025 Bond shall not be or constitute a general obligation or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be a special obligation of the Issuer, payable from and secured by a lien upon and pledge of the Pledged Revenues in accordance with the terms of this Resolution. No Holder of any Series 2025 Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2025 Bond, or be entitled to payment of such Series 2025 Bond from any moneys of the Issuer, except from the Pledged Revenues, in the manner provided herein.

SECTION 4.02. SECURITY FOR SERIES 2025 BOND. The payment of the principal of or Redemption Price, if applicable, and interest on the Series 2025 Bond shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Revenues. The Issuer does hereby irrevocably pledge the Pledged Revenues to the payment of the principal of or Redemption Price, if applicable, and interest on the Series 2025 Bond in accordance with the provisions hereof. The Pledged Revenues shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 4.03. CONSTRUCTION FUND. The Issuer covenants and agrees to establish a special fund to be known as the "Marion County, Florida Special Assessment Bond, Series 2025 Construction Fund," which shall be used only for payment of the Cost of the Series 2025 Project. Moneys in the Construction Fund, until applied in payment of any item of the Cost of the Series 2025 Project in the manner hereinafter provided, shall be held in trust by the Issuer, and shall be subject to a lien and charge in favor of the Holders of the Series 2025 Bond and for the further security of such Holders.

The proceeds of insurance maintained against physical loss of or damage to the Series 2025 Project, or the contractors' performance bonds with respect thereto pertaining to the period of construction thereof, shall be deposited into the Construction Fund.

The Issuer covenants that the acquisition, construction and installation of the Series 2025 Project will be completed without delay and in accordance with sound engineering practices. The Issuer shall make disbursements or payments from the Construction Fund to pay the Cost of the Series 2025 Project. The Issuer shall keep records of such disbursements and payments and shall retain all such records for six (6) years from the dates of final payment of the Bonds.

Notwithstanding any of the other provisions of this Section 4.03, to the extent that other moneys are not available therefor, amounts in the Construction Fund shall be applied to the payment of principal and interest on Series 2025 Bond, when due.

The date of completion of acquisition and construction of the Series 2025 Project shall be determined by an Authorized Issuer Officer who shall certify such fact in writing to the Board. Promptly after the date of the completion of the Series 2025 Project, and after paying or making provisions for the payment of all unpaid items of the Cost of the Series 2025 Project, the Issuer shall deposit any balance of moneys remaining in the Construction Fund to the Redemption Account.

SECTION 4.04. FUND AND ACCOUNTS. The Issuer covenants and agrees to establish a special fund to be known as the "Marion County, Florida Special Assessment Bond, Series 2025 Debt Service Fund." The Issuer shall maintain in the Debt Service Fund five accounts: the "Assessment Account," the "Payment Account," the "Redemption Account," the "Rebate Account" and the "Expense Account." Moneys in the aforementioned fund and accounts (other than moneys on deposit in the Rebate Account), until applied in accordance with the provisions hereof, shall be held in trust for and be subject to a lien and charge in favor of the Holders of the Series 2025 Bond and for the further security of such Holders.

SECTION 4.05. FLOW OF FUNDS. (a) All Special Assessment Proceeds shall be deposited, as received, into the Assessment Account in the Debt Service Fund. Collection Costs may be paid directly to any Person which is due such Costs without being deposited to the Assessment Account. Within three (3) Business Days of receipt of moneys in the Assessment Account, the Issuer shall apply such moneys in the following manner and in the following order of priority:

(1) Expense Account. The Issuer shall deposit into the Expense Account, amounts required for the expenses and the payment of Collection Costs and other administrative expenses relating to the Series 2025 Bond or the Series 2025 Assessments; all such fees, costs and expenses shall be limited to reasonable fees and expenses. Moneys on deposit in the Expense Account shall also be used to pay principal of and interest on the Series 2025 Bond (whether at maturity or by redemption) in the event there is a deficiency in the Payment Account or Redemption Account.

(2) Payment Account. The Issuer shall deposit or credit to the Payment Account in the Debt Service Fund, from the Assessment Account together with any Non-Ad Valorem Revenues, budgeted and appropriated pursuant to the covenant contained herein, the sum which, together with the balance in said Account, shall equal the interest on the Outstanding Series 2025 Bond due or to become due on the next two subsequent Payment Dates and the principal due or to become due on the Outstanding Series 2025 Bond on the next subsequent Payment Date on which

principal is due which shall be not greater than one year from the date of such deposit. Moneys in the Payment Account shall be used for payment of principal of and interest on the Series 2025 Bond when the same become due and payable. In the event the Issuer shall determine that any moneys in the Payment Account shall not be required to pay the principal or interest of Series 2025 Bond coming due on the otherwise corresponding Payment Date because such Series 2025 Bond has been called or redeemed, the Issuer shall transfer such moneys to the Redemption Account.

(3) Rebate Account. The Issuer shall next deposit into the Rebate Account, from the Assessment Account, all amounts required to be deposited therein in order to make timely rebate payments to the United States government pursuant to Section 4.07 hereof.

(4) Redemption Account. The balance of any funds remaining in the Assessment Account after the deposits and payments required by Sections 4.05(a)(1) through 4.05(a)(3) hereof shall be deposited into the Redemption Account. Excess moneys on deposit in the Construction Fund shall be deposited to the Redemption Account in accordance with the provisions of Section 4.03 hereof. If, on the sixth (6th) day prior to any Payment Date, moneys in the Payment Account shall be insufficient to pay the interest on or principal of the Series 2025 Bond coming due on such Payment Date, moneys in an amount equal to such insufficiency shall be transferred from the Redemption Account to the Payment Account. Except as applied above, moneys in the Redemption Account shall be used for the retirement of principal on the Series 2025 Bond through redemption, subject to the provisions of Section 3.03 hereof.

(b) On or before the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Series 2025 Bond, the Issuer shall withdraw from the appropriate account in the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, and interest.

SECTION 4.06. COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES. Subject to the paragraph below, the Issuer covenants and agrees to budget and appropriate in its annual budget for each Fiscal Year in which any amounts due hereunder or with respect to the Series 2025 Bond remain unpaid or outstanding, by amendment, if necessary, from Non-Ad Valorem Revenues amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2025 Bond when due. Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the

Issuer, the Issuer does not covenant to maintain any services or programs, now provided or maintained by the Issuer, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Bondholder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds, notes and other debt instruments). However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Series 2025 Bond, in the manner described herein, Non-Ad Valorem Revenues and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 129.07, Florida Statutes, which generally provide that the governing body of each county may only make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the Issuer or which are legally mandated by applicable law. The Issuer would not otherwise be entitled to fail to budget and appropriate debt service for the Series 2025 Bond in order to balance its budget.

SECTION 4.07. REBATE ACCOUNT. Amounts on deposit in the Rebate Account shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Assessment Account) and the Bondholders shall have no right to have the same applied for debt service on the Series 2025 Bond. The Issuer agrees to undertake all actions required of it in its Certificate as to Arbitrage and Certain Other Tax Matters, dated the date of issuance of the Series 2025 Bond, relating to such Series 2025 Bond, as well as any successor Certificate thereto, including, but not limited to:

(a) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Account;

(b) depositing the amount determined in clause (a) above in the Rebate Account;

(c) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Account and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(d) keeping such records of the determinations made pursuant to this Section 4.06 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with "gross proceeds" of the Series 2025 Bond (as defined in the Code).

The provisions of the above-described Certificate as to Arbitrage and Certain Other Tax Matters may be amended from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

SECTION 4.08. INVESTMENTS. The Construction Fund and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in the Construction Fund and the Debt Service Fund may be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed. Any and all income received by the Issuer from the investment of moneys in the Construction Fund and the Assessment Account and the Rebate Account shall be retained in such respective Fund or Account. Any and all income received by the Issuer from the investment of moneys in the Expense Account and the Redemption Account shall be transferred to the Assessment Account. All investments shall be valued at amortized cost.

Nothing contained in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

SECTION 4.09. SEPARATE ACCOUNTS. The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

ARTICLE V
COVENANTS OF THE ISSUER

SECTION 5.01. BOOKS AND RECORDS. The Issuer will keep books and records of the receipt of the Special Assessment Proceeds, the Non-Ad Valorem Revenues and the funds and accounts established hereunder in accordance with generally accepted accounting principles, and the Holder or Holders of the Series 2025 Bond shall have the right during normal business hours to request and inspect the records, accounts and data of the Issuer relating thereto.

SECTION 5.02. ANNUAL AUDIT AND BUDGET. The Issuer shall, immediately after the close of each Fiscal Year, cause the financial statements of the Issuer to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. The annual financial statements shall be prepared in conformity with generally accepted accounting principles. A copy of the Issuer's Comprehensive Annual Financial Report, which contains the Issuer's audited financial statements, shall be furnished to the Bondholder within 30 days of its approval (but not later than 270 days after the end of such Fiscal Year). A copy of the Issuer's budget shall be provided within 30 days of its approval. The Issuer shall also provide such other information reasonably requested by the Holder.

SECTION 5.03. NO IMPAIRMENT. The pledging of the Pledged Revenues in the manner provided herein, shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Board without the prior written consent of the Holders of the Series 2025 Bond Outstanding.

SECTION 5.04. FEDERAL INCOME TAX COVENANTS. The Issuer covenants with the Holders of the Series 2025 Bond that it shall not use the proceeds of such Series 2025 Bond in any manner which would cause the interest on such Series 2025 Bond to be included in gross income for purposes of federal income taxation to the extent not otherwise included therein on the date of issuance of the Series 2025 Bond.

The Issuer covenants with the Holders of the Series 2025 Bond that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Series 2025 Bond (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series 2025 Bond to be "arbitrage bonds" within the meaning of Section 148 of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on such Series 2025 Bond to be included in gross income for purposes of federal income taxation (to the extent not otherwise included therein on the date of issuance of the Series 2025 Bond).

The Issuer hereby covenants with the Holders of the Series 2025 Bond that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Series 2025 Bond from gross income for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the United States Treasury pursuant to the Code.

SECTION 5.05. ENFORCEMENT OF PAYMENT OF SPECIAL ASSESSMENT PROCEEDS. The Issuer will receive, collect and timely enforce the payment of Special Assessment Proceeds in the manner prescribed by this Resolution, the Assessment Ordinance, the Assessment Resolutions and all other resolutions, ordinances or laws appertaining thereunto, and will pay and deposit the proceeds of Special Assessment Proceeds, as received, into the Assessment Account. Absent a default or delinquency in the payment of any Series 2025 Assessment, nothing herein shall require the prepayment of any installment due on a Series 2025 Assessment prior to its due date, except as otherwise provided by the Assessment Ordinance or Assessment Resolutions. The Issuer shall not change its method of collection of the Series 2025 Assessments without the prior written consent of the holders of the Series 2025 Bond.

SECTION 5.06. RE-ASSESSMENTS. If any Series 2025 Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Issuer shall be satisfied that any Series 2025 Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Issuer shall have omitted to make any Series 2025 Assessment when it might have done so, the Issuer shall either (a) take all necessary steps to cause a new Series 2025 Assessment to be made for the whole or any part of the Series 2025 Project or against any real property benefited by the Series 2025 Project, or (b) in its sole discretion, make up the amount of such Series 2025 Assessment from legally available moneys, which moneys shall be deposited into the Assessment Account. In case such second Series 2025 Assessment shall be annulled, said Issuer shall obtain and make other Series 2025 Assessments until a valid Series 2025 Assessment shall be made.

SECTION 5.07. ANTI-DILUTION. The Issuer may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year were at least 2.00 times the maximum annual debt service of all debt payable from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

(a) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all

Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or

(b) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 20 years (from the date of calculation) on a level debt service basis. In the event that the Issuer is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

SECTION 5.08. OTHER MONEYS. The Issuer may, in its sole discretion, utilize other legally available moneys, in addition to the Pledged Revenues, to pay the principal of and interest on the Series 2025 Bond.

SECTION 5.09. COMPLIANCE WITH LAWS. The Issuer covenants to comply with all laws relating to: (a) the Series 2025 Assessments and the collection thereof; and (b) the construction of the Series 2025 Project.

SECTION 5.10. ADDITIONAL OBLIGATIONS. The Issuer will not issue any additional debt or obligation payable from or secured by a pledge of the Pledged Revenues without the prior written consent of the Bondholder.

SECTION 5.11. NOTIFICATION OF PROGRESS. The Issuer shall notify the Bondholders in a timely manner with respect to any public meetings or private meetings in respect of the progress of construction of the Series 2025 Project, and shall permit the Bondholders to attend any such meetings, in person or by their agents.

SECTION 5.12. LIMITATION OF LIABILITY. No inspection or review by the Bondholders or their agent of the Series 2025 Project, or of the proceedings in respect of the Series 2025 Assessments or the subject financing, shall impose any liability upon the Bondholders or give rise to any claim, defense, set-off or counterclaim of any kind or nature.

SECTION 5.13. INITIAL BONDHOLDER; FEES AND EXPENSES. Based on the findings made in Section 1.04 hereof and pursuant to the proposal letter attached hereto as EXHIBIT A, the Issuer hereby awards the Series 2025 Bond to the Initial Bondholder. The Issuer hereby agrees to pay counsel fees and expenses of the Initial Bondholder in an amount not to exceed $8,500.00, said amount to be due and payable upon the issuance of the Series 2025 Bond.

ARTICLE VI
DEFAULTS AND REMEDIES

SECTION 6.01. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default":

(a) Default shall be made in the payment of the principal of, redemption premium, if any, or interest on any Series 2025 Bond, when due.

(b) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements, representations, warranties and provisions contained in the Series 2025 Bond or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after the earlier of (i) written notice of such default shall have been received from the Holder of the Series 2025 Bond, or (ii) when written notice should have been provided by the Issuer in accordance with this Section 6.01. Notwithstanding the foregoing, and provided that no such grace period shall exceed sixty (60) days, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

(c) Any warranty representation or other statement of the Issuer is false or misleading in any material respect when made.

(d) An Act of Bankruptcy shall have occurred with respect to the Issuer.

(e) A default on any other agreement in connection with indebtedness to the Initial Bondholder (including any hedge agreements executed with the Initial Bondholder, if any).

(f) Failure of the Issuer to comply with Section 4.02 hereof, relating to the pledge of the Pledged Revenues.

The Issuer shall, within five (5) Business Days after it acquires knowledge thereof, notify the Holder in writing upon the happening, occurrence, or existence of any Event of Default or any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Holder with such written notice a detailed statement by a responsible officer of the Issuer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Holder, such date shall not in any way modify the date of the occurrence of the actual Event of Default.

SECTION 6.02. REMEDIES. Whenever any Event of Default referred to in Section 6.01 hereof shall have happened and be continuing, the Bondholder or their assigns, may take one or any combination of the following remedial steps:

(a) Have reasonable access to and inspect, examine and make copies of the books and records and any and all accounts and data of the Issuer during regular business hours; or

(b) Take whatever action at law or in equity including, without limitation, a mandamus action, or as otherwise may appear necessary or desirable to collect the amounts then due and thereafter to become due including all expenses incurred by the Bondholder, including without limitation, reasonable attorneys' fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy proceedings, trial appeal or otherwise, or to enforce performance and observance of any obligation, agreement or covenant of the Issuer under this Resolution or to enforce the lien granted hereunder on the Pledged Revenues.

(c) Upon any Event of Default, the interest rate shall be the Default Rate.

SECTION 6.03. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any remedial action is discontinued or abandoned, the Bondholders shall be restored to their former position.

SECTION 6.04. WAIVER OF DEFAULT. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article VI to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

ARTICLE VII
SUPPLEMENTAL RESOLUTIONS

SECTION 7.01. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS' CONSENT. The Issuer may not amend or supplement this Resolution except with the prior written consent of the Bondholder.

ARTICLE VIII
MISCELLANEOUS

SECTION 8.01. DEFEASANCE. If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of the Series 2025 Bond the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution and sufficient provisions are made for verification of such funds, types of permitted investment securities, defeasance opinions and other related defeasance deliverables, all such deliverables to be reasonably satisfactory to the Holders of the Series 2025 Bonds, then the pledge of the Pledged Revenues, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Series 2025 Bond for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

SECTION 8.02. SALE OF SERIES 2025 BOND. The Series 2025 Bond shall be issued at a private sale at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law. The negotiated sale of the Series 2025 Bond to the Initial Bondholder is hereby authorized at a price equal to 100% of the principal amount of the Series 2025 Bond.

SECTION 8.03. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Series 2025 Bond issued hereunder.

SECTION 8.04. REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 8.05. WAIVER OF RIGHT TO TRIAL BY JURY; VENUE. The Issuer and, by their purchase of the Series 2025 Bond, the Bondholders hereby irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any controversy or claims between themselves, whether in contract, by tort or law, that arise out of or relate to this Resolution or the Series 2025 Bond or any document related

hereto or thereto, and agree that exclusive venue for such suit or action shall be Marion County, Florida or in the federal district court for the Middle District of Florida.

SECTION 8.06. GENERAL AUTHORITY. The officers, attorneys, or other agents or employees of the Issuer are hereby authorized to do all acts and things (including without limitation, the execution and delivery of the Series 2025 Bond, documents, agreements, certificates and instruments) required of them by this Resolution, issuance of the Series 2025 Bond and the related bond documents, and to do all acts and things which are desirable and consistent with the requirements hereof or of the bond documents, for the full, punctual and complete performance of all the terms, covenants and agreements contained herein, the Series 2025 Bond and in the bond documents.

SECTION 8.07. NO ADVISORY OR FIDUCIARY RELATIONSHIP. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the Issuer acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate; (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents; (iii) the Holder is not acting as a municipal advisor or financial advisor to the Issuer; and (iv) the Holder has no fiduciary duty to the Issuer with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Holder has provided other services or is currently providing other services to the Issuer on other matters); (b) (i) the Holder is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Issuer, or any other person; and (ii) the Holder has no obligation to the Issuer, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other loan documents; and (c) the Issuer acknowledges that the Holder may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and the Holder has no obligation to disclose any of such interests to the Issuer.

SECTION 8.09. PATRIOT ACT NOTICE. The Holder has notified the Issuer that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001) (the "Patriot Act"), the Holder may be required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow the Holder to identify the Issuer in accordance with the Patriot Act.

SECTION 8.10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED, this 3rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

(SEAL)

_____
Kathy Bryant, Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

EXHIBIT A

PROPOSAL LETTER FROM
PINNACLE BANK

August 5, 2025

Jennifer Cole
Finance Director
Marion County, FL
19 Pine Avenue
Ocala, FL 34475

Re: Marion County, FL RFP (copy of which is attached hereto) for a Special Assessment Revenue Bond, Series 2025 in a principal amount not to exceed $2,400,000.

Dear Jennifer:

On behalf of all of us at Pinnacle Bank, we are pleased to provide the following proposal in response to your request for tax-exempt financing:

LENDER:	Pinnacle Bank, and or its assigns.
BORROWER:	Marion County, FL.
PROJECT / PURPOSE:	The proceeds will be used to finance the acquisition, construction and financing costs of various road and ancillary improvement projects within Dunnellon Oaks Improvement Area.
SECURITY:	The Note will be secured by (i) special assessment proceeds collected with the Dunnellon Oaks Improvement Area and (ii) a covenant to budget and appropriate from all non-ad valorem revenues of the County.
NOTE AMOUNT:	The principal amount shall not exceed $2,400,000.
FUNDING:	This proposal assumes that the financing proceeds will be fully drawn on the date of closing with a closing no later than September 8, 2025. Pending disbursement, the proceeds will be held and invested at Pinnacle Bank in accordance with applicable law until disbursement for the aforementioned purposes.
NOTE TERM:	Up to 15 years – Maturity date May 1, 2040 Initial term shall be the lesser of 15 years or the remaining term for which the assessments are being levied.
NOTE REPAYMENT:	Interest payments on the outstanding principal balance of the 2025 Note will be calculated on a 30/360-day basis and will be paid

semiannually on May 1 and November 1, of each year, beginning May 1, 2026. The principal amount of the 2025 Note will be payable on May 1 as estimated based on a fifteen-year amortization and level debt service as estimated below:

Exhibit A:
Preliminary Loan Amortization Schedule*

5/1/2026	107,000
5/1/2027	112,000
5/1/2028	118,000
5/1/2029	125,000
5/1/2030	132,000
5/1/2031	140,000
5/1/2032	147,000
5/1/2033	155,000
5/1/2034	164,000
5/1/2035	174,000
5/1/2036	184,000
5/1/2037	194,000
5/1/2038	204,000
5/1/2039	216,000
5/1/2040	228,000
	2,400,000

INTEREST RATE: Tax-exempt, interest rate **as outlined below.** The interest rate shall be held through September 8, 2025.

Maturity	Amortization	TE BQ Rate	TE NBQ Rate
May 1, 2040	15 years	4.19%	4.22%

Documents for the Note will include taxability language (including retroactive interest, penalties and other fees/costs associated therewith) allowing for a higher taxable rate should the Note become a taxable Note for federal income tax purposes due to events associated with action or inaction of the County.

PROJECT FUND:	Bank shall establish a Project Fund to hold bond proceeds prior to disbursement. Bank offers a fully FDIC insured sweep product tied to a Public Funds account, pricing below: ICS Sweep Fee Rate at Effective Fed Funds Rate - .50% = 3.83% APR, as adjusted.
EVENTS OF DEFAULT:	Standard and customary for transactions of this type, with customary notice and cure periods; and standard and customary remedies for transactions of this type, including, without limitation, acceleration.
DEFAULT RATE:	The default rate shall be the lesser of (i) 4.0% in excess of the rate of interest charge prior to the occurrence of the event of default, or (ii) the maximum allowed rate by law. If acceleration is not a remedy the restated default rate shall be increased to the maximum allowed rate and the documents shall contain a covenant assuring Lender that if other bondholders have acceleration rights Lender will have the same acceleration rights.
FINANCIAL/OTHER COVENANTS:	Standard and customary for transactions of this type including, but not limited to, a 2.0x dilution test
DOCUMENTATION:	Bond counsel will prepare the note documentation at Borrower's expense. Lender and Lender's Counsel will review/approve all bond documentation. This proposal is subject to the requirement that all documentation relating to the proposed financing shall be satisfactory in form and substance to the Lender and Lender's Counsel.
FINANCIAL STATEMENTS:	Borrower agrees to furnish to the Lender (i) its audited financial statements in an electronic format annually within 270 days after the end of each fiscal year of the Borrower and (ii) a copy of the Borrowers annual budget within 30 days of adoption until the Note is paid in full.
FEES:	It is understood that this transaction will be at no cost to Lender. Lender will not charge an origination fee. Any third-party fees or expenses incurred by the Lender, including, without limitation, any closing costs and Lender's Counsel fees, shall be borne and paid by the Borrower whether the note is closed. Lender 's Counsel fees will not exceed $8,500. Lender's Counsel contact information is: **Michael L. Wiener** Holland & Knight LLP 100 N Tampa St #4100 Tampa, FL 33602 T: 863.499.5362 Michael.wiener@hklaw.com

By accepting this proposal, the Authority waives any conflict of interest with respect to Holland & Knight LLP serving as Lender's Counsel in connection with the Bond.

PREPAYMENT: The Note may be prepaid in whole or in part upon thirty (30) days prior written notice to the Lender up to one time per year from any special assessments prepaid by homeowners without penalty. Any partial prepayment of the Bond shall be applied pro-rata or the loan amortization shall be modified to reflect the prepayment.

LEGAL OPINION(S): The Lender shall receive a written opinion of County or Bond Counsel and/ or counsel to the Borrower, in form and substance satisfactory to the Lender and Lender's Counsel, as to (1) the existence of the County; (2) the due enactment of all ordinances or resolutions relating to the issuance of the Bond; (3) the due authorization, execution, validity, and enforceability of the Note and the related financing documents; (4) the absence of litigation against the County relating to its existence or powers, or the proceedings for the authorization and issuance of the Note or that would have a material adverse affect on the transactions contemplated hereby or that would materially adversely affect the County (financial or otherwise), (5) the obtaining of all consents, approvals, authorizations and orders in connection with the issuance of the Note; and (6) such other matters as the Lender may reasonably request, in form and substance satisfactory to the Lender and Lender's Counsel.

The Lender shall also receive one or more written opinions of Bond Counsel, in form and substance satisfactory to the Lender and Lender's Counsel, as to (a) the validity of the issuance of the Note under the Constitution and laws of the State of Florida; and (b) that the interest on the Note is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals under the Code; however, interest on the Note is included in the "adjusted financial statement income" of certain corporations on which the federal alternative minimum tax is imposed under the Code.

NO ADVISORY OR FIDUCIARY ROLE: The County acknowledges and agrees that: (i) information contained in this proposal regarding the proposed Bond is for discussion purposes only in anticipation of engaging in an arm's length commercial transaction with the County in which the Lender would be acting solely as a principal to make the proposed Note to the County, and not as a municipal advisor, financial advisor or fiduciary to the County or any other person or entity regardless of whether the Lender or an affiliate has or is currently acting as such on a separate transaction; (ii) the Lender has not assumed any advisory or fiduciary responsibility to the County with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective

of whether the Lender or its affiliates have provided other services or are currently providing other services to the County on other matters); (iii) the only obligations the Lender has to the County with respect to the transaction contemplated hereby expressly are or will be set forth in this term sheet or the related financing documents; and (iv) the County has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

MISCELLANEOUS: The Lender is entering into the Note as evidence of a privately negotiated bond and in that connection the Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by FactSet's CUSIP Service.

We appreciate the opportunity to serve you. To acknowledge your acceptance of this commitment, please sign where indicated below and return this letter to me by August 15, 2025.

Sincerely,



Lisa Hayes
Financial Advisor
Pinnacle Financial Partners
904.752.9828

Bryan Taylor
Area Manager – Middle Market Banking
Pinnacle Financial Partners

cc: Jay Glover
Omar Charbanou

Proposal Accepted By:

Marion County, Florida

Signature: _____
Title: _____
Date: _____

MARION COUNTY, FLORIDA - REQUEST FOR PROPOSALS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2025 (Not to Exceed $2,400,000)
DATED: JULY 15, 2025

As Financial Advisor to Marion County, Florida (the "County"), PFM Financial Advisors LLC ("PFM") is seeking proposals on behalf of the County to provide a tax-exempt, fixed rate term loan at the lowest overall borrowing cost, pursuant to certain conditions as determined by the County. The County's Special Assessment Revenue Bond, Series 2025 (the "Bond") will be a direct loan from the selected proposer (the "Lender") to the County, and the County is not preparing any disclosure documents. The Lender will be selected based on overall borrowing cost and terms most favorable to the County, as determined by the County in its sole discretion.

A tentative calendar for the review of responses is as follows:

July 15, 2025	RFP distributed
August 6, 2025	Responses due (by 2 PM EST)
August 21, 2025	Agenda Deadline (September 3 Meeting)
September 3, 2025	County Commission Meeting to Approve Bond Resolution
Week of September 8, 2025	Tentative Closing Date (subject to change)

SUBMISSION REQUIREMENTS:
Each proposal shall include the interest rates, fees, financial reporting requirements, default rate, and other terms/conditions. The County prefers the proposed interest rates to be locked through the closing date. **No later than 2:00 p.m. eastern time on Wednesday, August 6, 2025** an electronic copy of each proposal must be emailed to Jennifer Cole (jenniferc@marioncountyclerk.org) with copies to Jay Glover (gloverj@pfm.com) and Omar Charbanou (charbanouo@pfm.com).

Any inquiries or requests for clarification or additional information shall be emailed to PFM: **Jay Glover** (gloverj@pfm.com) and **Omar Charbanou** (charbanouo@pfm.com).

1. Amount: Not to exceed $2,400,000.

2. Term of Bond: The Bond shall have a stated maturity of May 1, 2040.

3. Purpose of the Bond: The Bond is being issued by the County for the purpose of (i) financing the acquisition and construction of various road and ancillary improvements with the boundaries of the Dunnellon Oaks Improvement Area and (ii) paying the related costs of issuance.

4. Principal Payments: The principal related to the Bond shall be fully amortized as set forth on the attached Preliminary Loan Amortization Schedule provided in Exhibit A.

5. Interest Rate: Interest on the Bond shall be calculated based on a 360-day year comprised of twelve 30-day months, payable semiannually on May 1 and November 1, commencing on May 1, 2026. We are requesting interest rates be proposed on a bank qualified and non-bank qualified

basis. The determination of the bank qualified status of the Bond will be determined after receipt of proposals.

6. Prepayment Options: The Bond is required to be subject to optional prepayment in part once per year from any special assessments that are prepaid by property owners that benefited from the capital improvements without a prepayment premium/penalty.

7. Security: The Bond shall be secured by (i) special assessment proceeds collected with the Dunnellon Oaks Improvement Area and (ii) a covenant to budget and appropriate from all non-ad valorem revenues of the County not derived from ad valorem taxation and which are lawfully available to be used to pay debt service on amounts due under the Bond.

8. No Debt Service Reserve: The Bond will not be secured by a deposit to any debt service reserve fund.

9. Financial Information: The Annual Comprehensive Financial Report (ACFR) of the County for the Fiscal Year Ended September 30, 2024 is available upon request.

10. Tax Status of Bond: The Bond will be issued on a tax-exempt basis. The determination of whether the Bond will be bank qualified or non-bank qualified will be determined after receipt of proposals.

11. Loan Documents: All loan documents shall be prepared by Nabors, Giblin & Nickerson, P.A. (Bond Counsel), who shall provide the Lender and its Counsel with drafts thereof for review and comment at least one week prior to loan closing. PFM will serve in the sole capacity as financial advisor to the County and not as a placement agent for the Bond. The County will not accept any proposals that require acceleration upon an event of default.

12. Closing: It is anticipated that closing for the Bond shall occur on or around the week of September 8, 2025. Closing shall occur at a time and place mutually acceptable to the County and the Lender.

13. Costs and Fees: The County shall pay all costs relating to financing, preparing, and printing the loan documents, and filing all required financing statements. The County shall also pay the Lender's reasonable legal fees.

14. Financial Reporting: The County shall remit to the Lender annual audited financial statements when available, and any other Lender requested information which the County deems reasonable.

15. Rejection of Proposals/Negotiations: The County expressly reserves the right to reject any and all proposals received in connection with this Request for Proposals and thereafter to negotiate with any proposer or other lender(s). As permitted by law, the County reserves the right to waive any irregularity or informality in any proposal.

16. Required Representations: By submitting a proposal in response to this Request for Proposals, the Lender acknowledges the following statement: Lender has a present intent to hold the Bond subject to this transaction to maturity or earlier redemption for its loan portfolio, and has no present intention of reselling or otherwise disposing of all or a part of such Bond. Lender acknowledges that PFM is relying on the foregoing representation and based on this representation this transaction meets the requirements for being a qualifying exception for purposes of MSRB Rule G-34, and PFM is released from the requirement to request a CUSIP assignment on behalf of the County pursuant to MSRB Rule G-34 for the Bond. The Lender will also be required to deliver certain certificates at closing including, but not limited to: (i) that it is a qualified institutional investor having knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of lending funds to the County, (ii) that it has had access to and has reviewed such information concerning the County as it has deemed necessary, and (iii) that it understands the Bond is not a general obligation of the County but is payable solely by the revenues described in the resolution.

The winning proposer will also be required to provide an affidavit regarding human trafficking required under Section 787.06(13), Florida Statutes.

17. Amendment: The County reserves the right to amend or modify this Request for Proposals via email.

Exhibit A:
Preliminary Loan Amortization Schedule*

5/1/2026	107,000
5/1/2027	112,000
5/1/2028	118,000
5/1/2029	125,000
5/1/2030	132,000
5/1/2031	140,000
5/1/2032	147,000
5/1/2033	155,000
5/1/2034	164,000
5/1/2035	174,000
5/1/2036	184,000
5/1/2037	194,000
5/1/2038	204,000
5/1/2039	216,000
5/1/2040	228,000
	2,400,000

* The final par amount and amortization shall be set when the actual interest rate and final project costs have been determined.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20338 **Agenda Date:** 9/3/2025 **Agenda No.:** 8.2.

SUBJECT:
Request Consideration of Reduction and/or Release of Civil Restitution Lien for Hugh M. Rioch

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
On August 4, 2025, the County Attorney's Office received a request from Hugh M. Rioch for a Release/Reduction of his Civil Restitution Liens from Case No. 2011-CT-9252, recorded at OR Book 5368, Page 1258 on February 23, 2012, and Case No. 2015-MM-4978, recorded at OR Book 6268, Pages 1695-1698 on September 3, 2015. Mr. Rioch is requesting a reduction of the Civil Restitution/Cost of Incarceration Lien totaling $14,756.24, with $8,997.60 remaining in judgment and $5,758.64 in interest.

On November 19, 2011, Mr. Rioch was arrested for Driving While License Suspended Revoked Cancel (First Degree Misdemeanor) in Case No. 2011-CT-9252. On January 5, 2012, he was sentenced to 150 days in Jail; the Court imposed a Judgment of Cost of incarceration of $7,500.00 (sentence 150 days x $50 per day). He served 124 days in the Marion County jail and was an Inmate Worker for 116 days. Therefore, he was in jail for 8 days where he was not an inmate worker. He has paid all other fines and court costs for this case.

On July 22, 2015, Mr. Rioch was arrested for Battery Domestic Violence (First Degree Misdemeanor) in Case No. 2015-MM-4978. On August 4, 2015, he was sentenced to 30 days in Jail; the Court imposed a Judgment of Cost of incarceration of $1,500.00 (sentence 30 days x $50 per day). He served 24 days in the Marion County jail and was an Inmate Worker for 8 days. Therefore, he was in jail for 16 days where he was not an inmate worker. He has paid all other fines and court costs for this case.

Mr. Rioch owns property in Marion County, parcel 44997-000-16, that has an assessed value of $41,128. Mr. Rioch is asking for this release/reduction of his liens to help make amends and clean up his past.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve or deny Hugh M. Rioch's request for a Reduction and/or Release of the Civil Restitution Liens recorded in OR Book 5368, Page 1258 on February 23, 2012, and OR Book 6268, Pages 1695-1698 on September 3, 2015.

Flynn, Heather

From: John Guardino <je.guardino7@gmail.com>
Sent: Monday, August 4, 2025 4:34 PM
To: Flynn, Heather
Subject: Hugh Mackenzie Rioch (Reduction of Civil Restitution Lien)

You don't often get email from je.guardino7@gmail.com. Learn why this is important
CAUTION: THIS MESSAGE IS FROM AN EXTERNAL SENDER
This email originated from outside the organization. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe. Report suspicious emails using the "Phish Alert" button in Outlook or contact the Helpdesk.

Case # 11-CT-9252
15 MM004978AX

Good Afternoon Ms. Flynn,

I believe I have a couple of Civil Liens from Marion County (incarceration liens). I have been sober for over one year and part of the program I am in is to make amends to clean up my past. I would like to take care of these (and if there are any others I am not aware of) in full, but unfortunately, I do not make enough money. I would like to request a reduction or to wave these to help facilitate the release of the liens that I am responsible for. I recognize that I am responsible for my actions, and yet financially I am incapable of paying the entire amount.

Sincerely,
Hugh M. Rioch

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER – MARION COUNTY, FLORIDA

CLERK OF COURT
RECORDER OF OFFICIAL RECORDS
CLERK AND ACCOUNTANT OF THE BOARD OF COUNTY COMMISSIONERS
CUSTODIAN OF COUNTY FUNDS AND COUNTY AUDITOR

POST OFFICE BOX 1030
OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5604
WWW.MARIONCOUNTYCLERK.ORG

State of Florida

vs

Case Number: 11-CT-9252

HUGH MACKENZIE RIOCH

JUDGMENT PAYOFF STATEMENT

Judgment Date:	**FEBRUARY 23, 2012 bk/pg 5638/1258**
Payoff Date:	**SEPTEMBER 3, 2025**
Elapsed Days:	**4,942**
Amount of Judgment:	**$7,500.00**
Amount of Interest:	**5,758.64**
Total Due (If paid on above date)	**$13,258.64**

Date: August 7, 2025

Gregory C. Harrell
Clerk of Circuit Court and Comptroller,
Marion County, Florida

By _____
Deputy Clerk

FILED
COUNTY CRIMINAL

2012 FEB 23 A 10:48

DAVID R. ELLSPERMANN
CLERK CIRCUIT COURT
MARION COUNTY, FL

IN THE COUNTY COURT, IN AND FOR MARION COUNTY, FLORIDA

CASE NO: 11-09252-CT

STATE OF FLORIDA,

Plaintiff,

v.

HUGH M. RIOCH,

Defendant.
_____/

CIVIL RESTITUTION LIEN ORDER

This cause having been heard before the Court on this January 5, 2012, by the undersigned, who has imposed sentence in a criminal matter and being fully advised in the premises, it is hereby

ORDERED AND ADJUDGED as follows:

This Court has jurisdiction over the subject matter and parties to this cause, pursuant to Section 960.293(2), F.S. (determination of damages and losses). Pursuant to Section 960.293(2)(b), F.S. Marion County, Florida shall recover from the Defendant listed above, the sum of $7,500.00, plus interest accruing at the legal rate of 4.75%, pursuant to Section 55.03, F.S., from the date of this Order and such sum shall constitute a civil restitution lien, for which let execution issue.

DONE AND ORDERED, at Ocala, Marion County, Florida on this 23 day of Feb, 2012.

Sarah Ritterhoff Williams
County Court Judge

21

DAVID R ELLSPERMANN MARION COUNTY FL
CFN# 2012020160 OR BK 5638 PG 1258 02/28/2012 11:37:55 AM

COUNTY COURT,
IN AND FOR MARION COUNTY, FLORIDA

STATE OF FLORIDA

vs.

HUGH MACKENZIE RIOCH

Case Number: 42-2011-CT-009252-AXXX-XX

Reserved for Official Use Only

JUDGMENT AND SENTENCE

Judge: SARAH RITTERHOFF WILLIAMS
State Attorney: KIRBY MCDONOUGH
Defense Attorney: BRENDA HARTWRIGHT SMITH
Disposition Date: 01/05/2012
Arrest Data: 11/19/2011 S1137416 S1137416 DOB: 10/17/66 Race/Sex: W/M

1	322.34(2a)	DRIVING WHILE LICENSE SUSPENDED REVOKED CANCEL	M-2	11/19/11
Amended:	322.34(2b)	DRIVE WHILE LICENSE SUSP REV CANC PRIOR OFFENSE	M-1	

CASE ACTIVITY

Presence

The Defendant was present.

Plea

The Defendant withdrew the previously entered plea of Not Guilty.
The Defendant pled guilty to the charge as amended.

Disposition

The Defendant was adjudicated Guilty.

BONDS

Count 1: $1,000.00 Surety Released , Bond Number AS5845901 , Bond Agent: A1 BAIL BONDS , Surety: AMERICAN SURETY COMPANY

FINES

The Defendant is hereby ordered to pay the following amounts:

Count	Amount	Description	Category	Balance Due	Due Date
1	$7,500.00	COST INCAR-COUNTY	Other	$7,500.00	
1	$50.00	COSTS OF PROSECUTION	Other	$50.00	
1	$50.00	FINE-MM	Fine	$50.00	
1	$2.50	SURCHARGE 5%-MM	Surcharge	$2.50	
1	$223.00	COURT COSTS-MM	Court Cost	$223.00	
1	$13.00	JUDGMT RCRDNG FEE-MM	Court Cost	$13.00	
Subtotal:	$7,838.50			$7,838.50	

Total for all counts above: $7,838.50

Suspend (D-6) license until all conditions satisfied
Cost for Incarceration at a rate of $50.00 per day is ordered as a civil restitution lien.
Drivers license shall not be suspended for failure to pay Civil Restitution Lien

OFFICIAL DOCUMENT

SENTENCE

Jail *(Items marked with *(COS) are Conditions of Suspension)*

You are ordered to serve 150 days in the Marion County Jail.
Credit for 1 day time served.
The defendant is remanded to custody.

DONE AND ORDERED at Ocala, Marion County, Florida, this 5th day of January, 2012.

SARAH RITTERHOFF WILLIAMS, County Judge

I HEREBY ACKNOWLEDGE receipt of a copy of this form and understand that I must comply with all applicable conditions noted above.

Defendant's Signature

100 E GOLF LINKS AVENUE
EUSTIS, FL 32726

Mailing Address

Telephone Number

Filed in open court on January 5, 2012.

T. Brooks, Deputy Clerk

UNOFFICIAL DOCUMENT

INMATE WORKER TRACKING FORM

INMATE INFORMATION:

NAME:	RIOCH, HUGH	R/S:	WM	DOB:	10/17/1966
I/M PIN:	A0089064	Pursuant to Florida State Statutes: 925.08 & 951.15			

COURT CASE NUMBER	AGENCY CASE NUMBER	TYPE OF WORKER	DATE: FROM	DATE: TO	TOTAL DAYS WORKED	PER DAY	TOTAL AMOUNT EARNED
UNSENT. MISD	UNSENT. MISD	UNSENT. MISD.	FROM:	TO:	TOTAL:	@ $5.00	TOTAL:
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
ALL OTHER SENTENCES	ALL OTHER SENTENCES	ALL OTHER SENTENCES	FROM:	TO:	TOTAL:	@ $0.30	TOTAL:
11-CT-9252	S11-37416	ALL OTHER	1/11/2012	5/6/2012	116	@ $0.30	$34.80
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00

INMATE WAS RELEASED FROM JAIL ON THIS DATE: 5/7/2012

OFFICER: P.T. # 2431 5/3/2012 OFFICER: Tweedy DATE: 5/3

162

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER – MARION COUNTY, FLORIDA

CLERK OF COURT
RECORDER OF OFFICIAL RECORDS
CLERK AND ACCOUNTANT OF THE BOARD OF COUNTY COMMISSIONERS
CUSTODIAN OF COUNTY FUNDS AND COUNTY AUDITOR

POST OFFICE BOX 1030
OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5604
WWW.MARIONCOUNTYCLERK.ORG

State of Florida

vs

Case Number: 15-MM-4978

HUGH MACKENZIE RIOCH

JUDGMENT PAYOFF STATEMENT

Judgment Date:	**N/A**
Payoff Date:	**SEPTEMBER 3, 2025**
Elapsed Days:	**N/A**
Amount of Judgment:	**$1,497.60**
Amount of Interest: *(no civil restitution lien order* *Has been filed as of today's date)*	**N/A**
Total Due (If paid on above date)	**$1,497.60**

Date: August 7, 2025

Gregory C. Harrell
Clerk of Circuit Court and Comptroller,
Marion County, Florida

By _____
Deputy Clerk

COUNTY COURT OF THE FIFTH JUDICIAL CIRCUIT,
IN AND FOR MARION COUNTY, FLORIDA

STATE OF FLORIDA
vs.
HUGH MACKENZIE RIOCH
DOB: 10/17/1966
RACE: White
GENDER: Male

Case Number: 15MM004978AX

STATE OF FLORIDA, COUNTY OF MARION
I HEREBY CERTIFY that the foregoing is a true and correct copy of pages 1 through 4 of the instrument filed in this office.
The original instrument filed contains 4 pages.
☒ This copy has no redactions.
☐ This copy has been redacted pursuant to law.
DAVID R. ELLSPERMANN, Clerk of Circuit & County Court
Dated 8/13/15 by [signature] D.C.

JUDGMENT & SENTENCE

Judge: SARAH RITTERHOFF-WILLIAMS
State Attorney:
Defense Attorney:

Event Date: 08/04/2015
Hearing Type: SENTENCING

Arrest Data:

Date:	Booking #:	Agency Case #:	OBTS #:
07/22/2015	S15020985	S15020985	4201233078

784.03.1A1	BATTERY DOMESTIC VIOLENCE	Misdemeanor First Degree	07/22/2015

MOTIONS/WAIVERS:

Waive Counsel

CONTINUANCES:

PROSECUTOR PHASE:	COURT PHASE/PLEA/DISPOSITION:
	SEQ: 1 Action: ADJ GUILTY CONVICTED on 08/04/2015 Plea: Guilty/Admit Trial: No Trial

SENTENCE/PROVISIONS/ADDITIONAL SENTENCE NOTES:
SEQ: 1 Maximum Confinement in County Jail FOR 30 DYS SEQ: 1 Credit Time Served FOR 2 DYS SEQ: 1 REPORTING Probation FOR 12 MOS

MONETARY OBLIGATIONS:		
Amount	Description	Balance

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
CFN# 2015081658 BK 6268 Pgs 1695-1698 09/03/2015 08:55:06 AM
REC FEE INDEX

50.00	COSTS OF PROSECUTION	50.00
52.50	MISDEMEANOR FINE	52.50
223.00	MISDEMEANOR COURT COSTS	223.00
201.00	DOMESTIC VIOLENCE SURCHARGE	201.00
151.00	RAPE CRISIS PROGRAM COST	151.00
13.00	JUDGMENT RECORDING FEE MM	13.00
1500.00	COST OF INCARCERATION-COUNTY	1500.00

DOCKETS:

SNT: PROBATION - 12 MONTHS
SNT: JAIL - DEFENDANT REMANDED - SERVE 30 DAYS - 2 DAYS CREDIT TIME SERVED
SNT: BATTERERS INTERVENTION
SNT:ALCOHOL & DRUG EVALUATION
SNT: DRUG & ALCOHOL SCREENS
SNT: ADDITIONAL CONDITIONS
- COMPLETE 90 AA MEETINGS IN THE FIRST 90 DAYS OF PROBATION. THEN 3 AA MEETINGS PER WEEK UNTIL PROBATION IS SUCCESSFULLY COMPLETED
SNT: DO NOT RETURN TO RESIDENCE IN BELLEVIEW OF VICTIMS
SNT: PEACEFUL CONTACT WITH VICTIMS
SNT: COMPLETE CONDITIONS WITHIN - 9 MONTHS
* COST OF INCARCERATION: DRIVERS LICENSE SHALL NOT BE SUSPENDED FOR FAILURE TO PAY CIVIL RESTITUTION LIEN.
* COST OF INCARCERATION AT THE RATE OF $50 PER DAY IS ORDERED AS A CIVIL RESTITUTION LIEN
PLED AND SENTENCED - PROBATION

FTA/BOND:	COMPLIANCES:

SARAH RITTERHOFF-WILLIAMS

I HEREBY ACKNOWLEDGE receipt of a copy of this form and understand that I must comply with all applicable conditions noted above.

Filed in open court on August 04, 2015.

*NCOP – Not a Condition of Probation

DAVID R ELLSPERMANN MARION COUNTY FL
CFN# 2015081658 OR BK 6268 PG 1696 Pgs 1695-1698 09/03/2015 08:55:06 AM

Defendant's Signature

Deputy Clerk

12214 SE 112TH AVENUE ROAD
BELLEVIEW, FL 34420
Mailing Address

Telephone Number

*NCOP – Not a Condition of Probation

DAVID R ELLSPERMANN MARION COUNTY FL
CFN# 2015081658 OR BK 6268 PG 1697 Pgs 1695-1698 09/03/2015 08:55:06 AM

INMATE WORKER TRACKING FORM

INMATE INFORMATION:

NAME:	RIOCH, HUGH	R/S:	WM	DOB:	10/17/1966
I/M PIN:	A0089064	Pursuant to Florida State Statutes: 925.08 & 951.15			

COURT CASE NUMBER	AGENCY CASE NUMBER	TYPE OF WORKER	DATE: FROM	DATE: TO	TOTAL DAYS WORKED	PER DAY	TOTAL AMOUNT EARNED
UNSENT. MISD	UNSENT. MISD	UNSENT. MISD.	FROM:	TO:	TOTAL:	@ $5.00	TOTAL:
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
		UNSENT. MISD.			0	@ $5.00	$0.00
ALL OTHER SENTENCES	ALL OTHER SENTENCES	ALL OTHER SENTENCES	FROM:	TO:	TOTAL:	@ $0.30	TOTAL:
15-4978MM	15-20985	ALL OTHER	8/19/2015	8/27/2015	8	@ $0.30	$2.40
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00
		ALL OTHER			0	@ $0.30	$0.00

INMATE WAS RELEASED FROM JAIL ON THIS DATE: 8/28/2015

OFFICER: CT # 1687 8/25/2015 OFFICER: Bustamante DATE: 8/27/15

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser

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

2025 Property Record Card

44997-000-16

GOOGLE Street View

Prime Key: 1769922 | MAP IT+ | Current as of 8/5/2025

Property Information

RIOCH HUGH
12214 SE 112TH AVENUE RD
BELLEVIEW FL 34420-5594

Taxes / Assessments:
Map ID: 275
Millage: 9001 - UNINCORPORATED

M.S.T.U.
PC: 01
Acres: 1.50

Situs: 12214 SE 112TH AVENUE RD
BELLEVIEW

2024 Certified Value

Land Just Value	$34,821		
Buildings	$73,574		
Miscellaneous	$272		
Total Just Value	$108,667	Impact	($67,539)
Total Assessed Value	$41,128	Ex Codes: 01 38	
Exemptions	($25,000)		
Total Taxable	$16,128		

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2024	$34,821	$73,574	$272	$108,667	$41,128	$25,000	$16,128
2023	$26,061	$55,007	$227	$81,295	$39,930	$25,000	$14,930
2022	$20,805	$36,820	$227	$57,852	$38,767	$25,000	$13,767

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
2819/1106	07/2000	07 WARRANTY	2 V-SALES VERIFICATION	Q	I	$35,000
2371/1225	05/1997	07 WARRANTY	2 V-SALES VERIFICATION	Q	I	$35,000
2018/1100	03/1994	05 QUIT CLAIM	0	U	I	$100
1144/0502	02/1983	07 WARRANTY	0	Q	I	$26,000

Property Description

SEC 01 TWP 17 RGE 23
PLAT BOOK UNR PAGE 103
MAC REEVES SUB
PT OF LOT 8 BLK D BEING MORE FULLY DESCRIBED AS FOLLOWS:
COM AT THE NW COR OF SEC 1 FROM WHICH A POINT PROCEED ON THE
W BDY THEREOF S 00-13-17 E 656 FT TH E 1315.21 FT TO THE

WLY ROW LINE OF A 60 FT WIDE ROAD TH SWLY ALONG THE ARC OF A CURVE NWLY HAVING A CENTRAL ANGLE OF 37-09-48 AND A CENTER-LINE RADIUS OF 300 FT AN ARC DISTANCE OF 147.80 FT TO THE POINT OF TANGENCY OF SAID CURVE TH S 37-31-53 W 247.97 FT TO THE POB TH CONT S 37-31-53 W 249.32 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE ELY HAVING A CENTRAL ANGLE OF 121-24-05 AND A CENTERLINE RADIUS OF 230 FT TH ALONG THE ARC OF SAID CURVE A DISTANCE OF 46.40 FT TO ITS INTERSECTION WITH ANOTHER CURVE CONCAVE NELY HAVING A CENTRAL ANGLE OF 89-02-17 AND A CENTERLINE RADIUS OF 300 FT TH ALONG THE ARC OF SAID CURVE IN A NWLY DIRECTION 357.35 FT TH N 88-32-01 E 419.75 FT TO THE POB

Parent Parcel: 44997-010-00

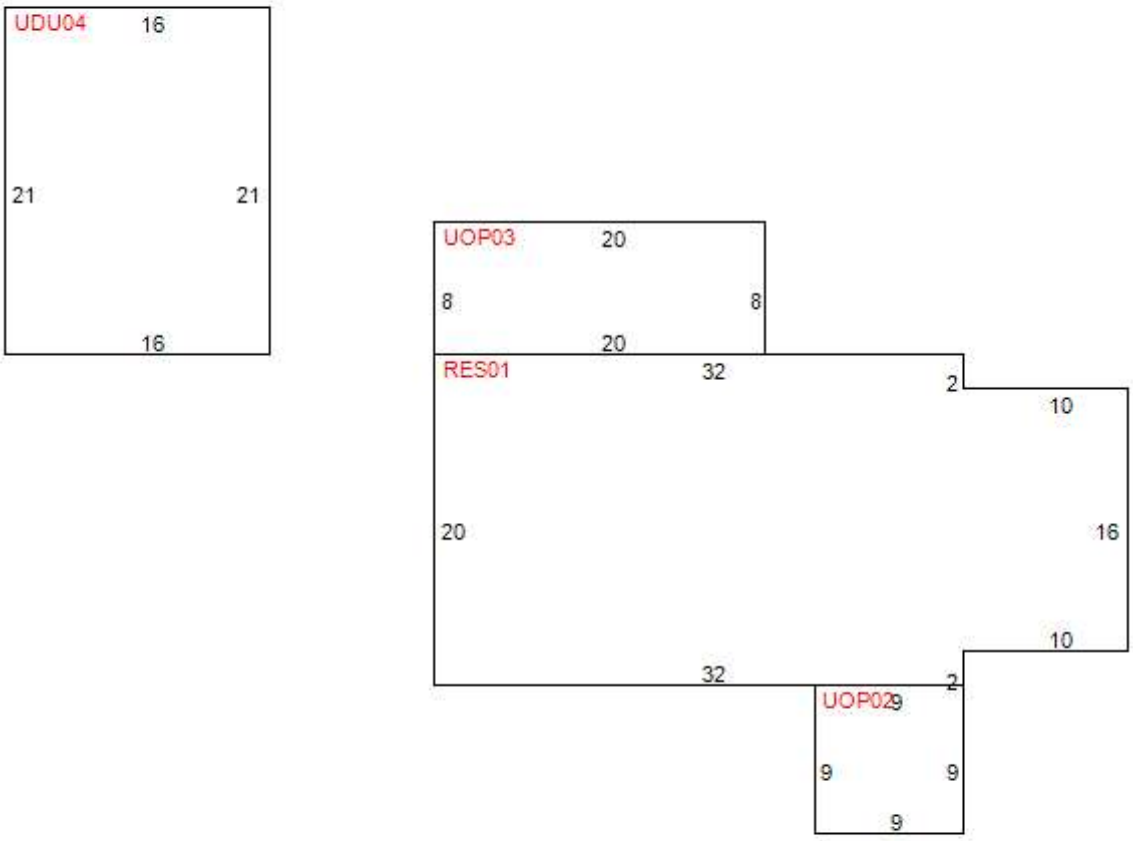
Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
0100		.0	.0	A1	1.50	AC						
Neighborhood 9488												
Mkt: 10 70												

Traverse

Building 1 of 1

RES01=L32U20R32D2R10D16L10D2.
UOP02=D9L9U9R9.U20L12
UOP03=L20U8R20D8.L30
UDU04=L16U21R16D21.



Building Characteristics

Improvement	1F - SFR- 01 FAMILY RESID
Effective Age	4 - 15-19 YRS
Condition	0
Quality Grade	400 - FAIR
Inspected on	5/24/2023 by 228

Year Built 1963
Physical Deterioration 0%
Obsolescence: Functional 0%
Obsolescence: Locational 0%
Architecture 0 - STANDARD SFR
Base Perimeter 124

Type ID	Exterior Walls	Stories	Year Built	Finished Attic	Bsmt Area	Bsmt Finish	Ground Floor Area	Total Flr Area
RES 0124	- CONC BLK-PAINT	1.00	1963	N	0 %	0 %	800	800
UOP 0201	- NO EXTERIOR	1.00	1963	N	0 %	0 %	81	81
UOP 0301	- NO EXTERIOR	1.00	1963	N	0 %	0 %	160	160
UDU 0402	- CORRUGATED MTL	1.00	1979	N	0 %	0 %	336	336

Section: 1

Roof Style: 10 GABLE
Roof Cover: 08 FBRGLASS SHNGL
Heat Meth 1: 04 SPACE HEATER
Heat Meth 2: 00
Foundation: 5 CONCRETE SLAB
A/C: N

Floor Finish: 24 CARPET
Wall Finish: 16 DRYWALL-PAINT
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	1963	1	0.0	0.0
190 SEPTIC 1-5 BTH	1.00	UT	99	1963	1	0.0	0.0
UDU UTILITY-UNFINS	72.00	SF	40	1980	1	6.0	12.0

Appraiser Notes

EST INT

Planning and Building
** Permit Search **

Permit Number	Date Issued	Date Completed	Description

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20343 **Agenda Date:** 9/3/2025 **Agenda No.:** 8.3.

SUBJECT:
Request Authorization to Proceed with Foreclosure Action for Code Enforcement Liens recorded against the Estate of Daniel Keys (Budget Impact - None)

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
This matter involves a property that is a chronic nuisance. There is an active code enforcement case beginning in 2024 with a current lien recorded for $9,000.00. The property owner is deceased. The owner's heir is also reportedly deceased. Squatters currently occupy the property and are maintaining the property in a public nuisance condition. The property is manifestly injurious to the morals and manners of the people of the community. The County Attorney requests the Board's approval to foreclose on the outstanding lien in an effort to resolve the nuisance.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to authorize the County Attorney to Proceed with Foreclosure Action.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hough (Last) Robin (First) (Dept) Code Enforcement - 3440

(Title) Code Enforcement Manager (Phone) 352-671-8916

Signature Robin Hough Digitally signed by Robin Hough Date: 2025.07.02 18:30:29 -04'00' Date Wednesday, July 2, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☑ Draft Document ☐ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Case # 941703 & 974538; This is a request for action to be taken regarding a code enforcement lien against Daniel Keys' property, folio number 50055-003-00, a 5.88-acre A-1 zoned parcel along SE 134th Avenue Rd, in Weirsdale, 34491. The property is being occupied in violation of the land development code by squatters accruing accumulations of junk, unserviceable vehicles, and allowing commercially-generated vegetative waste to be dumped on the property. Please review the supporting documentation for the Keys lien; copies of the code cases are available on the Public drive: \\mcbcc1\dfs\Public\Code Enforcement Injunction Cases\50055-003-00 Daniel Keys Foreclosure.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, August 19, 2025

Agenda Deadline Date for **Legal:** Friday, July 25, 2025 Agenda Deadline Date for **Admin:** Thursday, August 7, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-599

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☐ Thomas Schwartz Asst. County Attorney ☒ Valdoston Shealey Asst. County Attorne

Date Received:

Outcome:

☐ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☒ Completed

☐ Other: CAO will request Board approval to proceed with foreclosure action.

Attorney Signature: _____ Date 8/14/25

Staff Signature: _____ Completed Date: 8/14/25 Returned: ☒ Department ☐ Admin ☐ _____

DANIEL KEYS % SERNETHER BROWN
P O BOX 133, BELLEVIEW
PIO # 50055-003-00 5.88 ACRES VACANT UNIMPROVED A-1 ZONED PROPERTY

Daniel Keys – deceased confirmed through relative Sabrina Osbourne

Sernether Brown – deceased confirmed via obituary and Derrick Brown

Heirs- unknown or unidentified

Lien(s) against the owner / property

Case # 941703

CEB lien recorded 08/05/ 2024 file # 2024102483

Daily fine accrual	$9,000.00
Case costs	$1,063.13

Active case # 974538

Case costs to date	$354.38

Total lien and case costs affiliated with the enforcement of county codes and land development code violations as they pertain to accumulations of junk, unserviceable vehicles, occupying RVs in an improper zone and accessory use without a principal residential structure, are ten thousand four hundred seventeen dollars and fifty-one cents ($10,417.51).

Currently there are numerous homeless people squatting on the property with an enormous amount of trash and debris accumulated on the property along with unserviceable vehicles. The number of homeless camps has increased, and the occupants are now allowing lawn and tree debris from commercial operations to be dumped on the property and burning it illegally.

In January 2024, one person identified as Derrick Brown spoke with Deputy Corne and a code officer advising that his great aunt passed away and the caretaker of the property is allowing Derrick to stay there, as well as the other occupants that were staying in campers and tents. Since then Derrick and the other occupants have been unwilling to communicate with code officers that approach the property. A Notice of Intent to Abate letter was posted on the gate at the entrance to the property.

Neighbors continue to complain about the homeless camps, garbage, and concerns for human waste disposal since there is no residential structure on the property.

Marion County Code Chapter 16, Art. III, Sec. 16-92 tells us *It shall be unlawful for the owner of any land in the county to permit or cause thereon an accumulation of junk within three hundred (300) feet of any boundary of such land.* The Land Development Code Art. 4, Div. 3, Sec. 4.3.6, tells us *Recreational vehicles which have a self-contained disposal system shall be permitted to be occupied in any agriculture zoning as a non-commercial guest of the owner or resident of the property involved, for a period not to exceed 60 days in any 365-day period. A limit of five travel trailers or recreation vehicles is permitted at one time by a Temporary Use Permit through the Growth Services Planning*

and Zoning Division. There is no record of any such permits being issued for this use. There is also no record of a probate case in the Clerk of Courts records. Since the owner is deceased it would be futile to take another case to the CEB for additional fines and while an abatement would clear the junk and unserviceable vehicle violations, it would not clear the land development code violations and there is no incentive for the squatting occupants to keep the property in compliance. The unpaid property taxes and redeemable total of certificates sold comes to nine thousand two hundred thirty-two dollars and thirty cents ($ 9,232.30).

It is my belief that until the County has control of the property or a third party purchases the property through a foreclosure sale opportunity, this property will continue to attract a negative element and deteriorate the property values of the surrounding parcels and the community.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20447 **Agenda Date:** 9/3/2025 **Agenda No.:** 9.1.

SUBJECT:
Present Geographic Information System Update - Natasha Thompson, GIS Coordinator

INITIATOR:
Amanda Tart, Assistant County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
Natasha Thompson, GIS Coordinator, to present Geographic Information System update to the Board.

BUDGET/IMPACT:
None

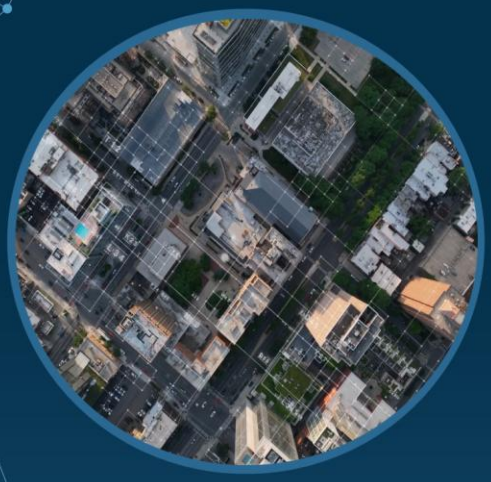
RECOMMENDED ACTION:
Information only.



Enhancing the GIS Experience

Presented by Natasha Thompson, GIS Coordinator

1



Geographic Information Systems

The GIS infrastructure is comprised of the servers, databases, software, apps, and cloud services that provide mapping and location intelligence.

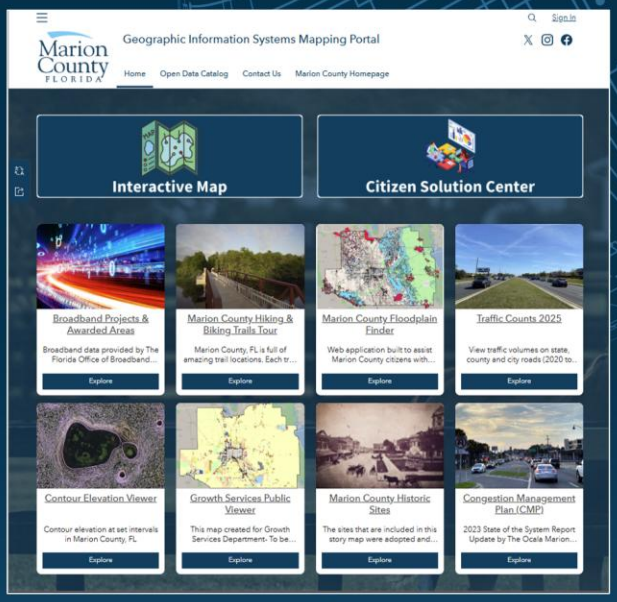
Our IT GIS Team oversees technical development, maintenance of the County's GIS, and support to GIS users.

GIS supports Asset Management, Computer Aided Dispatch (CAD), Enterprise Resource Planning (ERP), and other countywide applications and operations.

2

GIS Mapping Portal

- Downloadable GIS Data
  - ➢ Up to Date
  - ➢ Multiple Formats
- Interactive Mapping Applications
- Story Maps
- Downloadable General Location Maps

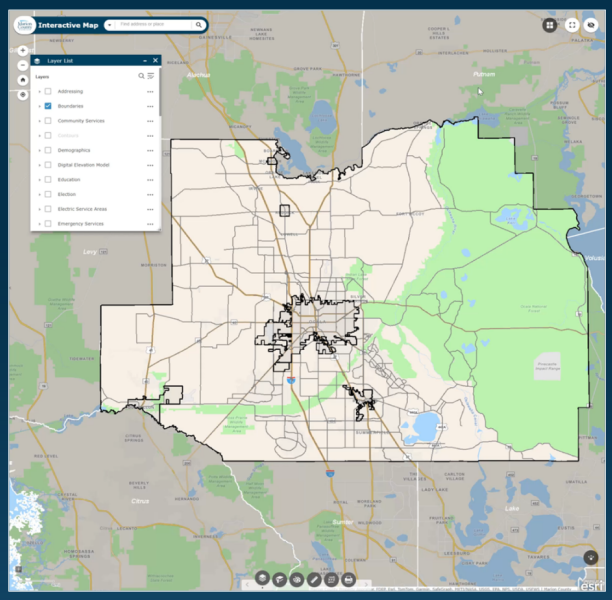


Interactive Map

View GIS Layers

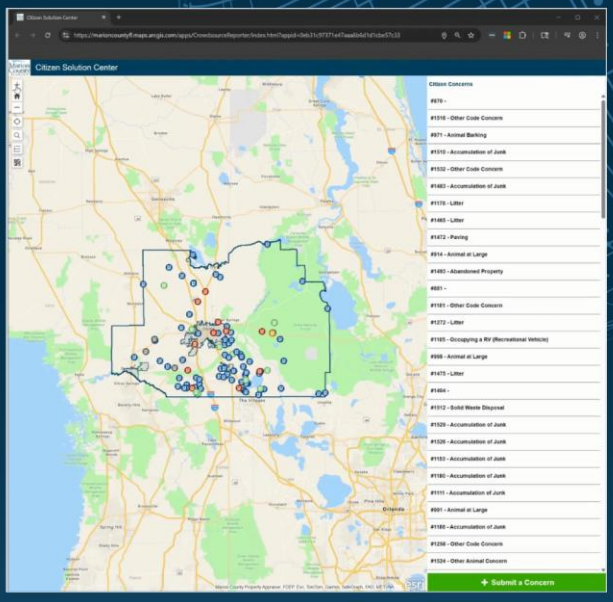
- Aerials
- Demographics
- Flood Zones
- Libraries
- Parks
- Roads
- Solid Waste

& Many More!



Citizen Solution Center

- Report a Concern
  - Animal
  - Code
  - Litter
  - Parks
  - Road



5

Enhance the GIS Experience

1 - ArcGIS Pro Migration

2 - GIS Architecture Modernization

3 - GIS Collaborative Program

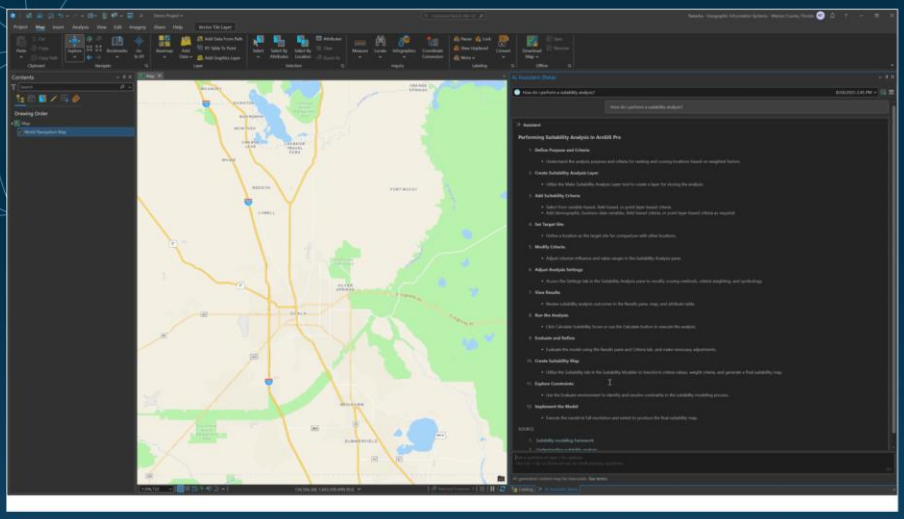
4 - GIS Optimization

5 - GIS Staffing



6

ArcGIS Pro Migration

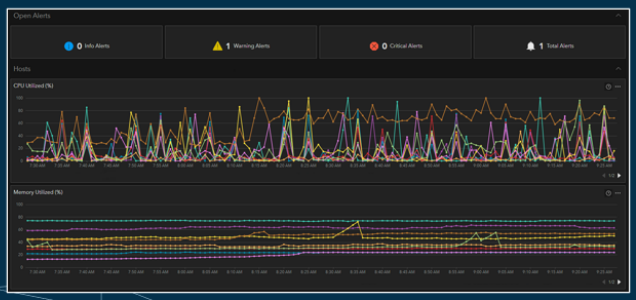


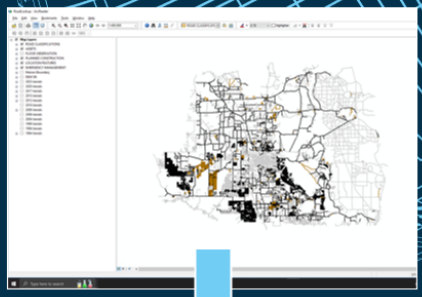
- Modern and powerful GIS software with expanded functionality
- Cloud Compatible
- Upcoming in-software AI Assistant

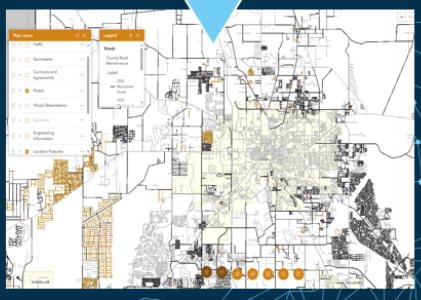
7

GIS Architecture Modernization

- Upgrades to Hybrid Enterprise Infrastructure
- Redesigned Mapping Applications
- Monitoring system







8

















GIS Collaborative Program

- Bimonthly GIS collaboration meetings
- Empowering GIS Users with tailored training
- GIS resources on the GIS SharePoint page

9

GIS Optimizations

Leverage Automation to improve efficiency

System tuning to improve server performance

```python
def get_token(server_url, username, password):
        'expiration': 60
    }

    try:
        response = requests.post(token_url, data=params)
        response.raise_for_status()
        token_data = response.json()

        if 'token' not in token_data:
            arcpy.AddError(f"Failed to get token: {token_data.get('error', {}).get('message', 'Unknown error')}")
            return None

        return token_data['token']
    except requests.RequestException as e:
        arcpy.AddError(f"Error getting token: {e}")
        return None


def get_service_info(url, token):
    """Get information about all layers in the map service"""
    service_url = f"{url}?f=json&token={token}"
    response = requests.get(service_url)
    response.raise_for_status()
    return response.json()


def download_layer(layer_url, layer_name, output_folder, token):
    """Download a single layer from the map service"""
    gdb_name = "OutputData.gdb"
    gdb_path = os.path.join(output_folder, gdb_name)

    # Create the geodatabase if it doesn't exist
    if not arcpy.Exists(gdb_path):
        arcpy.CreateFileGDB_management(output_folder, gdb_name)

    # Define the path for the output feature class
    output_fc = os.path.join(gdb_path, layer_name)

    # Check if the feature class already exists and delete if necessary
    if arcpy.Exists(output_fc):
        arcpy.Delete_management(output_fc)

    # Get the total count of records
    count_url = f"{layer_url}/query?where=1%3D1&returnCountOnly=true&f=json&token={token}"
    response = requests.get(count_url)
    response.raise_for_status()
```

Example Script

10

GIS Staffing

Completed Efforts

- 2024 GIS Day Event
  - Mapping your Future: GIS Career Pathways
- Collaborated with CF to implement a GIS College Credit Certificate
- Successful GIS Internships











Thank You

IT GIS Team

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20392 **Agenda Date:** 9/3/2025 **Agenda No.:** 13.2.1.

SUBJECT:
Present Commission Calendar

INITIATOR:
Jennifer Clark, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, for information only.

Marion County
Board of County Commissioners

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

The Marion County Board of County Commissioners has scheduled the following public hearings, meetings and workshops. All meetings are held in the McPherson Governmental Campus Auditorium, 601 SE 25th Ave., Ocala, unless otherwise stated and are open to the public, excluding those specified as closed sessions.

COMMISSION WORKSHOPS AND MEETINGS

Date time	Meeting type	Meeting description
Sept 3 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month. ***Moved to Wednesday for Labor Day holiday***
Sept 3 1:50 p.m.	Commission Meeting	To convene a meeting of the Marion County Community Redevelopment Agency
Sept 3 5:30 p.m.	Public Hearing	Final Public Hearing to Consider an Ordinance to Amend the Marion County Land Development Code (Stormwater)
Sept 3 5:30 p.m.*	Public Hearing	To Consider an Ordinance to Amend the Marion County Land Development Code (First Hearing of Two)
Sept 4 5:50 p.m.	Public Hearing	For the RLE FY 25-26 Tentative Budget
Sept 4 6:00 p.m.	Public Hearing	For the Countywide FY 25-26 Tentative Budget
Sept 10 2:00 p.m	Workshop	To Discuss the Proposed Evaluation and Appraisal Report Based Amendments to the Marion County Comprehensive Plan
Sept 10 5:30 p.m.	Public Hearing	For the Annual Resolutions for Fire, Solid Waste and Stormwater and Certify the Non-Ad Valorem Assessment Rolls
Sept 15 1:30 p.m.	Commission Meeting (Planning & Zoning)	Scheduled for the third Monday of every month.
Sept 16 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month.

Marion County
Board of County Commissioners

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

Date time	Meeting type	Meeting description
Sept 16 10:00 a.m.	Public Hearing	To Consider an Ordinance Relating to Public Notice and Legal Advertisements
Sept 16 10:00 a.m.*	Public Hearing	To Consider an Ordinance to Amend the Marion County Land Development Code (Final Hearing)
Sept 16 2:00 p.m.	Commission Meeting (Planning & Zoning)	Regularly scheduled for the third Tuesday of every month.
Sept 23 3:00 p.m.	Transportation Planning Organization	Regularly scheduled for the fourth Tuesday of the month
October 7 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month.

***Or as soon thereafter as possible.** **09/03/25**

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20294 **Agenda Date:** 9/3/2025 **Agenda No.:** 14.1.1.

SUBJECT:
Present Monthly Building Safety Productivity Report for the Month of July 2025

INITIATOR:
Michael L. Savage, Sr., Director

DEPARTMENT:
Building Safety

DESCRIPTION/BACKGROUND:
Present monthly Building Safety Productivity Report for the month of July 2025.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information purposes only.

Marion County Building Safety Department
Productivity Report

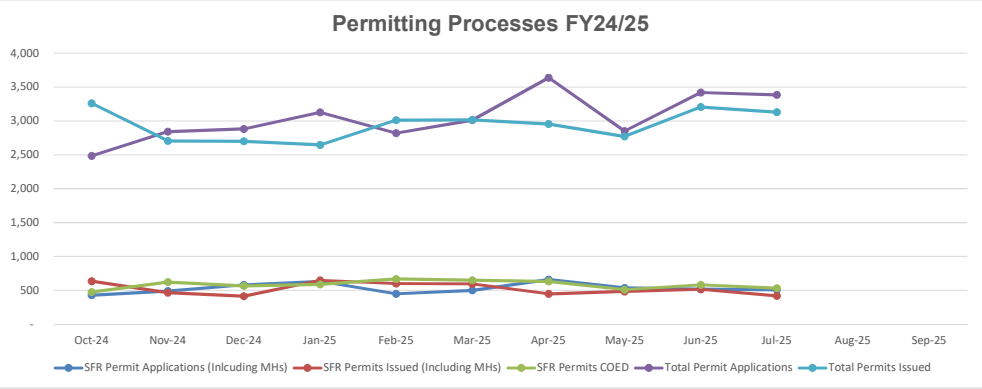
FY 2024/2025

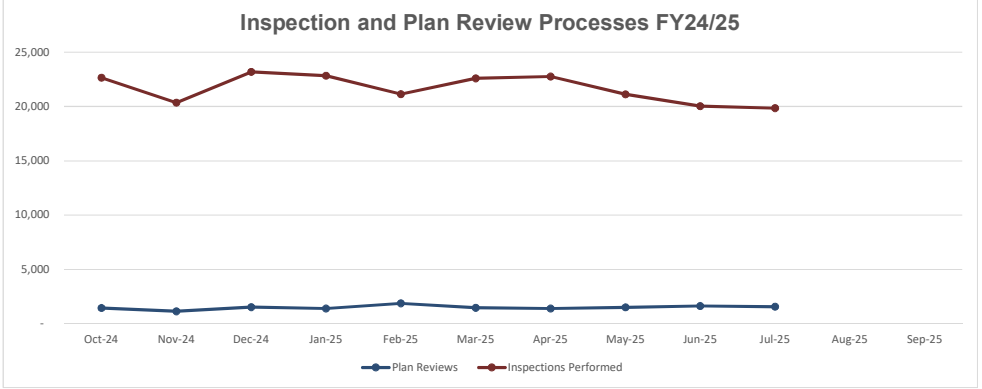
	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	FY 24/25
SFR Permit Applications (Including MHs)	428	490	581	631	448	499	659	537	516	506			**5,295**
SFR Permits Issued (Including MHs)	635	465	414	647	599	596	449	483	515	418			**5,221**
SFR Permits COED	474	622	567	588	667	650	632	510	581	532			**5,823**
Total Permit Applications	**2,485**	**2,843**	**2,882**	**3,128**	**2,822**	**3,012**	**3,639**	**2,851**	**3,420**	**3,386**			**30,468**
Total Permits Issued	**3,262**	**2,705**	**2,701**	**2,647**	**3,012**	**3,019**	**2,956**	**2,773**	**3,207**	**3,132**			**29,414**
Plan Reviews	1,447	1,134	1,518	1,394	1,866	1,463	1,396	1,512	1,627	1,573			**14,930**
Inspections Performed	22,652	20,351	23,187	22,835	21,134	22,599	22,768	21,124	20,031	19,850			**216,531**
Advanced Property Searched	731	606	720	930	766	822	891	729	636	747			**7,578**
Customers Served In Office	1,977	1,701	1,624	2,016	1,918	1,921	1,849	1,982	1,994	1,958			**18,940**
Total Revenue **	$ 1,017,730	$ 813,293	$ 549,251	$ 847,833	$ 809,052	$ 983,814	$ 922,355	$ 943,527	$ 945,204	$ 904,231			**$ 8,736,292**

FY 2023/2024

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	FY 23/24
SFR Permit Applications (Including MHs)	466	634	956	256	454	739	796	729	1,261	384	546	527	**7,748**
SFR Permits Issued (Including MHs)	618	503	461	602	569	522	568	661	685	709	666	581	**7,145**
SFR Permits COED	550	547	537	539	603	529	598	546	548	557	503	531	**6,588**
Total Permit Applications	**3,006**	**3,159**	**3,139**	**2,521**	**2,894**	**3,186**	**3,597**	**3,766**	**4,520**	**3,074**	**3,146**	**2,887**	**38,895**
Total Permits Issued	**3,003**	**2,668**	**2,327**	**2,727**	**2,655**	**2,823**	**2,998**	**3,414**	**3,568**	**3,595**	**3,170**	**2,788**	**35,736**
Plan Reviews	2,014	1,505	1,613	1,761	1,627	1,592	1,580	1,641	1,544	1,828	1,442	1,605	**19,752**
Inspections Performed	22,707	20,399	19,654	21,115	20,981	21,103	21,887	22,011	20,918	22,401	22,577	20,990	**256,743**
Advanced Property Searched	728	728	583	723	835	871	1,010	1,031	882	920	741	773	**9,825**
Customers Served In Office	1,991	1,594	1,597	1,885	2,101	2,091	2,128	2,094	2,044	1,943	1,983	1,872	**23,323**
Total Revenue **	$ 501,553	$ 617,522	$ 630,326	$ 655,564	$ 709,265	$ 498,032	$ 983,270	**$ 823,461.46**	$ 1,136,467	$ 954,478	$ 1,224,809	$ 851,513	**$ 9,586,262**

**** Revenue totals are as of the "Printed On" date below.**





Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20328 **Agenda Date:** 9/3/2025 **Agenda No.:** 14.1.2.

SUBJECT:
Present October 1, 2025, as the date of the next Marion County Legislative Delegation Meeting

INITIATOR:
Matthew R. Cretul, Sr., Legislative Manager

DEPARTMENT:
County Administration

DESCRIPTION/BACKGROUND:
Then next Marion County Legislative Delegation Meeting is scheduled for October 1, 2025, from 1-5 p.m. The meeting will be held inside the College of Central Florida's Klein Center located at 3001 SW College Rd. Ocala, FL 34474. Chairman Kathy Bryant will present Marion County's state legislative priorities to the delegation.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Informational purposes only.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20300 **Agenda Date:** 9/3/2025 **Agenda No.:** 14.1.3.

SUBJECT:
Present Solid Waste Monthly Operations Report for July 2025

INITIATOR:
Mark Johnson, Director

DEPARTMENT:
Solid Waste

DESCRIPTION/BACKGROUND:
Monthly Operations Report for July 2025

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For informational purposes only.

July 2025

Solid Waste Monthly Update



Airspace

Airspace Consumption and Remaining Totals:

Lifetime Consumed Airspace (Tons)	1,064,652.32	Actual % Airspace Consumed	40.33%
Actual Airspace Remaining (Tons)	**1,575,347.68**	**Actual % Airspace Remaining**	**59.67%**

Airspace Consumption by Fiscal Year (Tons):

Fiscal Year	Total YTD Tons Consumed	Year Over Year % Change	Months	Average Tons/Month	Average Monthly % Change
FY 18-19 **Continuing to landfill a portion of waste at Baseline Landfill*	22,009.50	No prior year data	4	5,502.38	No prior year data
FY 19-20 **Continuing to landfill a portion of waste at Baseline Landfill*	142,774.30	548.69%	12	11,897.86	53.75%
FY 20-21 **First year hauling 100% of waste to Heart of Florida*	170,514.65	19.43%	12	14,209.55	16.27%
FY 21-22	173,941.93	2.01%	12	14,495.16	1.97%
FY 22-23	186,937.74	7.47%	12	15,578.15	6.95%
FY 23-24	200,852.94	7.44%	12	16,737.75	6.93%
FY 24-25	**167,621.26**		**10**	**16,762.13**	**0.15%**

Month Comparison (Tons):

Month	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	**FY24-25**
July	6,198.76	13,838.37	15,287.12	14,592.31	15,871.17	17,600.39	**17,587.13**

Department Metrics

- Gallons: 279,900
- Month Cost: $48,983

Leachate

- Tons: 348.52
- AMV: $83.37
- Month Cost: $31,615

Single Stream Recycling

- Pounds Collected: 133,340
- Work Orders Completed: 202

Litter

- Inbound Tons: 3,591
- Outbound Tons: 5,396
- Month Cost: $152,539

Yard Waste

- Transactions: 13,241
- Revenue: $504,304

Scale Transactions

- Inbound Tons: 176.64
- Outbound Tons: 164.17

Tires

- Loads: 693
- Tons Hauled: 17,123.25
- Ave Tons Per Load: 24.71

Waste Transportation to Heart of Florida Landfill

- Car Counts: 313,453
- Material Total (Tons): 5,691.30

Recycle Centers (All)

- Loads: 808
- Tons: 5,867.05

Collection Loads

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20388 **Agenda Date:** 9/3/2025 **Agenda No.:** 14.3.1.

SUBJECT:
Silver Springs Community Redevelopment Area Trust Fund Revised FY 2025-26 Proposed Budget

INITIATOR:
Audrey L. Fowler, Budget Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
To align with the adjustments scheduled for adoption by the CRA Board at its meeting on September 4, 2025, the following budget modifications have been made to reflect corresponding changes on the BCC side. These revisions do not alter the overall budget total, but rather reallocate funds between expenditure categories to better support operational priorities.

Account	Account Name	Current FY 26 Budget	Revised FY 26 Budget	Change	Type
540101	Travel & Per Diem	$7,500	$11,000	$3,500	Increase
555501	Training & Education	$6,500	$9,000	$2,500	Increase
542201	Postage & Freight	$800	$500	($300)	Reduction
563101	Improvements Other than Buildings	$298,300	$292,600	($5,700)	Reduction

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
Information Only.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20402 **Agenda Date:** 9/3/2025 **Agenda No.:** 14.3.2.

SUBJECT:
Present Administrative Budget Transfer Report for FY 2024-25

INITIATOR:
Audrey Fowler, Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Attached is the Administrative Budget Transfer Report as required by Commission Policy 19-01.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Information only

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATIVE BUDGET TRANSFER REPORT

08/07/2025 to 08/21/2025

Prepared by: Gregory C. Harrell, Marion County Clerk of Court and Comptroller - Budget Department

Pursuant to Florida Statute 129.06, Execution and Amendment of Budget, the County Budget Officer has executed the following Budget Transfers as authorized by the Marion County Board of County Commissioners, Commission Policy 19-01. The Budget Transfers adhere to the following conditions:

A.The budget transfer does not change the total expenditure appropriations of a Cost Center; and
B.The transfer adheres to the following account restrictions:
i.The transfer occurs between personnel expenditure accounts (line item account cdes 510000 through 529999); or
ii.The transfer occurs between operating expenditure accounts (line item account codes 530000 through 559999); and
C.The transfer per line item account is $10,000 or less; and
D.The transfer is approved by the County Administrator; and
E.The transfer is reviewed and approved by the County Budget Officer.

General Fund

County Administrator

Journal Number # 2025-11-1033 *Date Executed:* 08/13/2025

Transfer funds from Printing & Binding to Office Supplies to cover office supplies for the Admin Office.

	Fund	Dept	Account	Account Name	Amount
From	0010	105	547101	Printing and Binding	$250
To	0010	105	551101	Office Supplies	$250

Procurement Services

Journal Number # 2025-11-1069 *Date Executed:* 08/20/2025

After the initial registration was paid, Bonfire provided a complimentary conference registration in recognition of our award nomination. This allowed us to allocate funds toward purchasing a second hotel room and cover unforeseen expenses within our department. Transfer $12 from Training & Education to Print & Bind, $375 to Travel & Per Diem and $400 to Operating Supplies for a total of $787. Transfer $200.00 from Office Supplies to Operating Supplies.

	Fund	Dept	Account	Account Name	Amount
From	0010	176	555501	Training and Education	$787
From	0010	176	551101	Office Supplies	$200
To	0010	176	552108	Operating Supplies	$600
To	0010	176	540101	Travel and Per Diem	$375
To	0010	176	547101	Printing and Binding	$12

Court Administration Technology

Journal Number # 2025-11-1666 *Date Executed:* 08/19/2025

Unexpected expenses were incurred which resulted in reducing the available balance for the monthly subscription. Funding is available in Training & Education since staff were able to locate some free trainings and didn't spend as much as previously anticipated.

	Fund	Dept	Account	Account Name	Amount
From	0010	211	555501	Training and Education	$150
To	0010	211	554101	Books Publications and Subscriptions	$150

Drug Court

Journal Number # 2025-11-1699 *Date Executed:* 08/20/2025

The numbers for Adult Drug Court have increased in the last six months of this fiscal year creating a shortage for drug screenings. We will create a monthly budget that we will use when drug screening next year to ensure that we have enough funds to cover the cost of the drug screening for this program.

	Fund	Dept	Account	Account Name	Amount
From	0010	282	554101	Books Publications and Subscriptions	$1,000
From	0010	282	540101	Travel and Per Diem	$3,000
From	0010	282	552108	Operating Supplies	$2,000
To	0010	282	531109	Professional Services	$6,000

Animal Services

Journal Number # 2025-11-1425 *Date Executed:* 08/20/2025

Due to the high volume of animals in our care, we have experienced increased consumption of food, cleaning products, and other essential operational supplies necessary to maintain Fear Free practices and meet industry standards. As a result, the current expenditure budget appropriation is inadequate to meet these elevated needs, making a budget amendment essential to ensure continued quality care and operations. Operating Supplies - PPE has extra funds that have not been used at this time. This is a non-recurring issue.

	Fund	Dept	Account	Account Name	Amount
From	0010	315	552119	Operating Supplies - PPE	$10,000
To	0010	315	552108	Operating Supplies	$10,000

Community Services

Journal Number # 2025-11-275 *Date Executed:* 08/08/2025

Community Services requests a one-time transfer of $1,200.00 from Computer Software to Operating Supplies. Additional funds are necessary for replacement of appliances.

	Fund	Dept	Account	Account Name	Amount
From	0010	340	552106	Computer Software	$1,200
To	0010	340	552108	Operating Supplies	$1,200

Community Services

Journal Number # 2025-11-383 *Date Executed:* 08/13/2025

Community Services requests a one-time transfer of $500.00 from Postage and Freight to Clothing and Apparel. Additional funds are necessary to purchase Marion County logo shirts for new and current employees.

	Fund	Dept	Account	Account Name	Amount
From	0010	340	542201	Postage and Freight	$500
To	0010	340	552107	Clothing and Wearing Apparel	$500

County Transportation Maintenance Fund

Transportation

Journal Number # 2025-11-1421 *Date Executed:* 08/20/2025

Additional finding is needed in Postage & Freight in order to ship a large format copier back to HP. The machine has become unusable and the lease is being terminated. Funds will be transferred from Computer Software.

	Fund	Dept	Account	Account Name	Amount
From	1020	400	552106	Computer Software	$500
To	1020	400	542201	Postage and Freight	$500

Stormwater Program

Stormwater Program

Journal Number # 2025-11-1210 *Date Executed:* 08/20/2025

Current spending in Gasoline, Oil, & Lubricants for Stormwater has the potential to exceed available budget. $1,000 will be transferred to the account to allow for expenditures through the end of the fiscal year. The funds will be transferred from Parts - Vehicle/Equipment.

	Fund	Dept	Account	Account Name	Amount
From	1131	430	552257	Parts Vehicle and Equipment	$1,000
To	1131	430	552101	Gasoline Oil and Lubricants	$1,000

Marion Oaks MSTU

Marion Oaks Recreation

Journal Number # 2025-11-1635 *Date Executed:* 08/20/2025

To comply with Information Technology best practices, all departments are upgrading to Teams-compatible desk phones across all Marion Oaks Recreation locations. While Communication Services funds are currently allocated for monthly landline and mobile phone expenses, we are requesting a one-time transfer to purchase thirteen desk phones.

Sufficient funds are available under Professional Services – Miscellaneous, as the need for external professional services has been significantly reduced this year due to increased internal capacity. This transfer will support the completion of the phone system upgrade without impacting ongoing operations.

	Fund	Dept	Account	Account Name	Amount
From	1310	510	531338	Prof Serv Miscellaneous	$400
To	1310	510	541101	Communications Services	$400

Silver Springs Shores Special Tax District

Silver Springs Shores

Journal Number # 2025-11-1637 *Date Executed:* 08/20/2025

To align with Information Technology best practices, all departments are transitioning to Teams-compatible desk phones. While Silver Springs Shores Communication Services currently allocates funds for monthly landline and mobile phone expenses, we are requesting a one-time transfer to support the purchase of eight desk phones.

Sufficient funds are available under Repairs/Maintenance – Equipment – Community Center, as fewer resources have been required this year for parts and servicing labor due to the availability of in-house tools and staff. This request represents a one-time expenditure to complete the upgrade.

	Fund	Dept	Account	Account Name	Amount
From	1320	520	546313	Repairs and Maint Equip Community Center	$3,250
To	1320	520	541111	Communications Communty Center	$3,250

Solid Waste Disposal Fund

Solid Waste Recycling

Journal Number # 2025-11-951 *Date Executed:* 08/18/2025

Solid Waste is requesting a one-time reallocation of funds to ensure coverage of essential expenses through the end of the fiscal year. Upon review, it was determined that certain GL accounts were underbudgeted, and additional funds are now required in the following areas: Printing and Binding , Repairs and Maintenance – Fleet, Operating Supplies and Operating Supplies – PPE. Excess funds are available in Promotional Activities and will be reallocated accordingly. This adjustment will allow the department to meet operational needs through September. This is a one-time change.

	Fund	Dept	Account	Account Name	Amount
From	4010	427	548101	Promotional Activities	$10,000
To	4010	427	546257	Repairs and Maint Fleet Management	$1,000
To	4010	427	547101	Printing and Binding	$1,000
To	4010	427	552119	Operating Supplies - PPE	$3,000
To	4010	427	552108	Operating Supplies	$5,000

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20446 **Agenda Date:** 9/3/2025 **Agenda No.:** 14.3.3.

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: September 3, 2025

Below is the regular report of the Utilization of Reserve for Contingencies for the General Fund.

Please contact me if additional information is needed.

Marion County Board of County Commissioners
Utilization of Reserve for Contingencies - General Fund
Fiscal Year 2024-25

Date		Description	Balance
Beginning Balance: October 1, 2024			$ 1,298,396
	10/15/2024	Constitutional Officer Salary Adjustment	27,293
	12/17/2024	Supervisor of Election 2025 CNG-6 Special Elections	(472,000)
	02/18/2025	Marion County Day, Marion at the Capitol, and Citizen Academy Operating Projects	(31,000)
	03/18/2025	ArcGIS Software Implementation and North US Highway 27 Corridor Study	$ (150,000)
	06/03/2025	Value Adjustment Board (VAB)	$ (15,000)
	07/15/2025	Supervisor of Election 2025 CNG-6 Special Elections Funds Returned to BOCC	$ 472,000
Balance:	08/19/2025		$ 1,129,689
Proposed:	09/03/2025	No Amendments Proposed	
Tentative:	09/03/2025		$ 1,129,689

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20397 **Agenda Date:** 9/3/2025 **Agenda No.:** 14.4.1.

SUBJECT:
Board of Adjustments - May 5, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Board of Adjustments - May 5, 2025.

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
None, information only.

MINUTES

MARION COUNTY BOARD OF ADJUSTMENT
May 5, 2025

A public hearing of the Marion County Board of Adjustment was held on May 5th, 2025 at 2:00 pm in the Marion County Growth Services Training Room, 2710 E. Silver Springs Boulevard, Ocala, Florida.

The meeting was called to order at 2:00 pm. Members present creating a quorum were: Chairman Donald Barber; Members Ernest Hemschot, Thomas Phillips, Len Racioppi; and Alternates Samuel Hunt and Zilca Diaz. Staff members present were: County Attorney Linda Blackburn, Growth Services Director Chuck Varadin, Staff Assistant IV Kelly Hill, Planner Kathleen Brugnoli, along with Zoning Technicians Lynda Smith, Cristina Franco and Rachel Kruger

Ernest Hemschot led the Pledge of Allegiance, followed by the Invocation given by Douglas Sherwood.

Chairman Barber and Atty. Linda Blackburn explained the procedures for hearing variance requests and Atty. Blackburn administered the Oath en masse.

Kathleen Brugnoli proceeded by reading the provided Affidavit of Publication and the Proof of Required Mailing and Posting of Notice, and advised that the meeting was properly noticed.

> 2.1 **250501V** - Gary Kromer, requests a Variance, Section 2.9, of the Marion County Land Development Code, to reduce the setback from 75' to 32' for a proposed 10' x 24' screened porch, in a Residential Mixed (R-4) zone, on an approximate 0.24 Acre Parcel, on Parcel Account Number 11140-029-00, Site Address 21268 NE 150th Street, Salt Springs, FL 32134

Lynda Smith presented the case and read the report into the record.

There were **20** homeowners notified within 300' of the parcel, and no letters of opposition nor support received.

This subdivision was created January 26, 1971, prior to the ESOZ and Zoning regulations going into effect in 1992. ESOZ Ordinary High-Water Line regulations was changed in 2013 from 50' to 75'. This parcel currently has an SFR, built in 2023 with an approved variance 221101V for an SFR and 12'X25' shed and owners are wishing to build a screened front porch. 12'X25' Shed was never built and will not be built. Most of the lots in this area do/will require a variance to be able to build structures on the surrounding lots/parcels due to size and ESOZ requirements.

PUBLIC COMMENT:

There was no one in the audience to speak for, or against, the request and the chair closed the public portion of the hearing.

Samuel Hunt made a motion to **approve** the variance as requested and moved that, having heard competent substantial evidence, the Board finds that: 1. A special condition or circumstance exists on the property that does not exist on other properties within the same zoning and land use area; 2. The applicant did not cause the special condition or circumstance; 3. Literal enforcement of the regulations would create unnecessary and undue hardship and deprive the applicant of rights commonly enjoyed by other properties within the same zoning and land use area; 4. The variance is the minimal variance that will allow reasonable use of the property; 5. The variance will not confer any special privilege on the applicant that is denied to other properties within the same zoning and land use area; and 6. The granting of the variance will not be injurious to the neighborhood or detrimental to the public welfare; And that the Board grant the variance.

Len Racioppi made a motion to second.

Motion to Approve - Passed 4 to 2 with Thomas Phillips and Ernest Hemschot dissenting.

2.2 **250502V** - U-HAUL CO. of Florida, requests a Variance, Section 2.9, of the Marion County Land Development Code, to have seven (7) wall signs on Building A, and also three (3) wall signs on Building B, in a Community Business (B-2) zone, on an approximate 13.38 Acre Parcel, on Parcel Account Number 35485-001-04, Site Addresses 6615 and 6621 SW Highway 200, Ocala, FL 34476

Cristina Franco presented the case and read the report into the record.

There were **11** homeowners notified within 300' of the parcel, and no letters of opposition nor support received.

Applicant states that this business is a storage center that has a lot of vehicular traffic that is present with people coming and going to storage units, as well as loading and unloading. Larger signs are needed to make sure the customers are going to the correct building and entrance to the building for the safety of the customers. On such large buildings, the normal sign criteria does not allow for that.

PUBLIC COMMENT:

There was no one in the audience to speak for, or against, the request and the chair closed the public portion of the hearing.

Samuel Hunt made a motion to **approve** the variance as requested and moved that, having heard competent substantial evidence, the Board finds that: 1. A special condition or circumstance exists on the property that does not exist on other properties within the same zoning and land use area; 2. The applicant did not cause the special condition or circumstance; 3. Literal enforcement of the regulations would create unnecessary and undue hardship and deprive the applicant of rights commonly enjoyed by other properties within the same zoning and land use area; 4. The variance is the minimal variance that will allow reasonable use of the property; 5. The variance will not confer any special privilege on the applicant that is denied to other properties within the same

zoning and land use area; and 6. The granting of the variance will not be injurious to the neighborhood or detrimental to the public welfare; And that the Board grant the variance.

Zilca Diaz made a motion to second.

Motion to Approve – Failed (3 to 3). Tie vote with Thomas Phillips, Ernest Hemschot and Len Racioppi dissenting.

Len Racioppi made a motion to **deny** the variance as requested and moved that, having heard competent substantial evidence, the Board finds that: 1. No special condition or circumstance exists on the property that does not exist on other properties within the same zoning and land use area; 2. The applicant caused the special condition or circumstance; 3. Literal enforcement of the regulations would not create unnecessary and undue hardship and deprive the applicant of rights commonly enjoyed by other properties within the same zoning and land use area; 4. The variance is not the minimal variance that will allow reasonable use of the property; 5. The variance is not necessary for reasonable use of the property; 6. The variance will confer a special privilege on the applicant that is denied to other properties within the same zoning and land use area; and 7. The granting of the variance will be injurious to the neighborhood or detrimental to the public welfare; And that the Board denies the variance.

Thomas Phillips made a motion to second.

Motion to Deny - Passed 4 to 2 with Donald Barber and Zilca Diaz dissenting.

2.3 **250503V** – Donna Ermscher, requests a Variance, Section 2.9, of the Marion County Land Development Code, to allow accessory structure 30' x 35' metal garage in the front yard, in a Residential Mixed (R-4) zone, on an approximate 0.49 Acre Parcel, on Parcel Account Number 3484-002-004, Site Address 18951 SW 109th Street, Dunnellon, FL 34432

Rachel Kruger presented the case and read the report into the record.

There were 22 homeowners notified within 300' of the parcel, and three letters of support were received. No letters of opposition received.

Applicant states they are requesting to put the 35'x30' garage structure in front of the existing mobile home as there is a 10' incline in grade from the front of the property to the rear of the property that prohibits the placement of the structure anywhere else on the property. Staff states if they were to bring fill onto existing grade they can meet the current code requirements. Applicant states if they were to bring in fill, the property would be too far built up and a retaining wall might then be required. They would also like to leave the woods in the front of the property.

PUBLIC COMMENT:

There was no one in the audience to speak for, or against, the request and the chair closed the public portion of the hearing.

Samuel Hunt made a motion to **approve** the variance as requested and moved that, having heard competent substantial evidence, the Board finds that: 1. A special condition or circumstance exists on the property that does not exist on other properties within the same zoning and land use area; 2. The applicant did not cause the special condition or circumstance; 3. Literal enforcement of the regulations would create unnecessary and undue hardship and deprive the applicant of rights commonly enjoyed by other properties within the same zoning and land use area; 4. The variance is the minimal variance that will allow reasonable use of the property; 5. The variance will not confer any special privilege on the applicant that is denied to other properties within the same zoning and land use area; and 6. The granting of the variance will not be injurious to the neighborhood or detrimental to the public welfare; And that the Board grant the variance.

Len Racioppi made a motion to second.

Motion to Approve - Passed 5 to 1 with Thomas Phillips dissenting.

OTHER BUSINESS:

Next BOA hearing scheduled for August 4th, 2025.

MINUTES:

The **February 3rd, 2025 and April 7th, 2025** Board of Adjustment Minutes were moved for Approval upon a motion by Thomas Phillips with a second by Samuel Hunt.

Motion for Approval - Passed 7 to 0.

ADJOURNED: The meeting adjourned at 3:12 PM.

Donald M. Barber, Chairman

Attest:

Kelly A. Hill, Staff Assistant IV

Board of Adjustment Attendance Report

2025		January – No Meeting	February	March – No Meeting	April	May	June – No Meeting	July – No Meeting	August	September	October	November	December
Donald Barber	Board Member		X		X	X							
C. Cadell Hager	Board Member		X										
Donald Sherwood	*Term Ended 4/25*		X		X	-			-	-	-	-	-
Jackie Alsobrook	Board Member		X										
Ernest Hemschot	Board Member		X			X							
Thomas Phillips	Board Member		X		X	X							
Len Racioppi	Board Member	-	-	-	-	X							
Nathanael Ramos	Board Member				X								
Samuel Hunt*	Alternate		X		X	X							
Zilca Diaz*	Alternate	-	-	-	-	X							

X Present

- N/A

Updated 7-17-25 kl

VARIANCE ACTION FORM

ITEM NO: 250501V **DATE OF PUBLIC HEARING: MAY 5, 2025**

OWNER NAME(s): **Gary E. Kromer**
21268 NE 150th St
Salt Springs, FL 32134

AGENT NAME(s): **N/A**

LEGAL DESCRIPTION OF PROPERTY: Parcel Account No. **11140-029-00**, *SEC 16 TWP 13 RGE 25,* in Marion County, Florida.

VARIANCE REQUESTED: Request to reduce the waterfront setback from 75' to 32' for a proposed 10' x 24' screened porch, in a Mixed Residential (R-4) zone.

****

FINDINGS OF BOARD OF ADJUSTMENT

1. **Written Petition**. A written petition for a Variance has been submitted demonstrating that:

   A. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings with the same zoning classification and land use area.

   B. The special conditions and circumstances do not result from the actions of the applicant.

   C. Literal interpretation of the provisions of applicable regulations would deprive the applicant of rights commonly enjoyed by other properties with the same zoning classification and land use area under the terms of said regulations and would work unnecessary and undue hardship of the applicant.

   D. The Variance, if granted, in the minimum Variance that will allow the reasonable use of the land, building or structure.

   E. Granting the Variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, buildings of structures in the same zoning classification and land use area.

   F. The granting of the Variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

2. X 4-2 **GRANTED:** Based on the Board of Adjustment's finding that the requirements of Paragraph 1 above have been demonstrated by the applicant for Variance.
   1st- Hunt
   2nd- Radioppi

3. _____ **DENIED:** Based on the Board of Adjustment's finding that the requirements of Paragraph 1 above have not been demonstrated by the applicant for Variance.

4. _____ **CONDITIONS & SAFEGUARDS:**

   A. Should the structure be removed for any reason, any replacement structure must meet the then required setbacks or a variance must be requested. _____

   B. Previous variance allowing Shed. [redacted] shed no longer permitted at reduced setback (221101V) home at reduced setback still okay

CHAIRMAN 05-05-2025
DATE

2505's BOA

VARIANCE ACTION FORM

ITEM NO: 250502V **DATE OF PUBLIC HEARING: MAY 5, 2025**

OWNER NAME(s): **U-HAUL CO / Brady Rome**
PO Box 29046
Phoenix, AZ 29046

AGENT NAME(s): **Shaw Lee**
18038 NW 246th St
Phoenix, AZ 29046

LEGAL DESCRIPTION OF PROPERTY: Parcel Account No. **35485-001-04**, *SEC 08 TWP 16 RGE 21,* in Marion County, Florida.

VARIANCE REQUESTED: Request to have (7) wall signs on Building A, and also (3) wall signs on Building B, in a Community Business (B-2) zone.

****

FINDINGS OF BOARD OF ADJUSTMENT

1. **Written Petition**. A written petition for a Variance has been submitted demonstrating that:

   A. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings with the same zoning classification and land use area.

   B. The special conditions and circumstances do not result from the actions of the applicant.

   C. Literal interpretation of the provisions of applicable regulations would deprive the applicant of rights commonly enjoyed by other properties with the same zoning classification and land use area under the terms of said regulations and would work unnecessary and undue hardship of the applicant.

   D. The Variance, if granted, in the minimum Variance that will allow the reasonable use of the land, building or structure.

   E. Granting the Variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, buildings of structures in the same zoning classification and land use area.

   F. The granting of the Variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

2. _____ **GRANTED:** Based on the Board of Adjustment's finding that the requirements of Paragraph 1 above have been demonstrated by the applicant for Variance.

4-2

3. X **DENIED:** Based on the Board of Adjustment's finding that the requirements of Paragraph 1 above have not been demonstrated by the applicant for Variance.

1st Raciappi / 2nd Phillips

4. _____ **CONDITIONS & SAFEGUARDS:**

A. Should the structure be removed for any reason, any replacement structure must meet the then required setbacks or a variance must be requested. _____

B. _____

_____ 05-05-2025
CHAIRMAN ~~04-07-2025~~ DATE

2505's BOA

VARIANCE ACTION FORM

ITEM NO: 250503V **DATE OF PUBLIC HEARING: MAY 5, 2025**

OWNER NAME(s): **Donna Ermscher**
18951 SW 109th St
Ocala, FL 34432

AGENT NAME(s): **Deanna & Daniel Lucas**
8221 112th St. Unit 101
Seminole, FL 33772

LEGAL DESCRIPTION OF PROPERTY: Parcel Account No. **3484-002-004**, *SEC 30 TWP 16 RGE 19,* in Marion County, Florida.

VARIANCE REQUESTED: Request to allow accessory structure 30' x 35' metal garage, in the front yard, in a Residential Mixed Use (R-4) zone.

****

FINDINGS OF BOARD OF ADJUSTMENT

1. **Written Petition**. A written petition for a Variance has been submitted demonstrating that:

   A. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings with the same zoning classification and land use area.

   B. The special conditions and circumstances do not result from the actions of the applicant.

   C. Literal interpretation of the provisions of applicable regulations would deprive the applicant of rights commonly enjoyed by other properties with the same zoning classification and land use area under the terms of said regulations and would work unnecessary and undue hardship of the applicant.

   D. The Variance, if granted, in the minimum Variance that will allow the reasonable use of the land, building or structure.

   E. Granting the Variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, buildings of structures in the same zoning classification and land use area.

   F. The granting of the Variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

5-1

2. X **GRANTED:** Based on the Board of Adjustment's finding that the requirements of Paragraph 1 above have been demonstrated by the applicant for Variance.

Hunt
Raciopi

3. _____ **DENIED:** Based on the Board of Adjustment's finding that the requirements of Paragraph 1 above have not been demonstrated by the applicant for Variance.

4. _____ **CONDITIONS & SAFEGUARDS:**

A. Should the structure be removed for any reason, any replacement structure must meet the then required setbacks or a variance must be requested. _____

B. _____

05-05-2025
~~04-07-2025~~
CHAIRMAN DATE

2505's BOA

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20399 **Agenda Date:** 9/3/2025 **Agenda No.:** 14.4.2.

SUBJECT:
Code Enforcement Board - July 9, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Code Enforcement Board - July 9, 2025.

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
None, information only.

NOTICE TO ALL PARTIES

UNLESS OTHERWISE INDICATED HEREIN, FIFTEEN MINUTES PER SIDE HAS BEEN RESERVED FOR THE PRESENTATION OF EVIDENCE IN EACH CASE. WRITTEN REQUEST FOR ADDITIONAL TIME SHALL BE DELIVERED TO THE BOARD SECRETARY AT THE MARION COUNTY GROWTH SERVICES BUILDING, 2710 EAST SILVER SPRINGS BOULEVARD, OCALA, FLORIDA 34470, PRIOR TO TWO DAYS BEFORE THE SCHEDULED HEARING. ABSENT SUCH TIMELY, WRITTEN REQUEST FOR ADDITIONAL TIME, YOU MAY NOT BE ALLOWED ADDITIONAL TIME TO PRESENT YOUR CASE.

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

Board members present were Chairperson F. Joe Krim Jr, Vice-Chairperson Tom Gaver, Hunter Street, John Welch and Dennis Strow. Gary Ernst was excused. Board Attorney Tom Dobbins, Chief Assistant County Attorney Dana Olesky, Board Secretary Kimberly Hatcher and Growth Services Administrative Manager Nate Mittler were present.

1. ADOPT MINUTES

John Welch made a motion to accept the Code Enforcement Board minutes from the June 11, 2025 regular meeting. Second by Dennis Strow. Passed by unanimous decision.

2. SWEARING IN OF OFFICERS

Code Enforcement Manager Robin Hough, Code Enforcement Supervisors Thomas Sapp and Tracy Gillyard, Code Enforcement Officers Marianne Lopez, Sandra Leon, Lester Holly and Chuck Hannah were sworn in to be under oath.

3. NEW BUSINESS

3.1 958438 TS CASSIDY ROSE STEWART

Cleared and removed

3.2 961480 SL ANGELA Y WORKMAN and GEORGE B WORKMAN

Code Enforcement Officer Sandra Leon presented the case, submitted proof of service, evidence and gave testimony. Respondents Angela Y Workman and George B Workman were present and gave testimony.

Dennis Strow made a motion that this Board find Angela Y Workman and George B Workman 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, and Marion County Land Development Code, Article 4, Division 3, Section 4.3.27, Accessory structures, by having accessory structure(s) without a principal structure; and direct them to clear the violations on or before September 4, 2025, or be fined $150 a day for each day the violation continues past the date set for compliance up to a maximum of $9,000. Second by John Welch. Passed by unanimous decision.

3.3 965273 DD NORTH POINTE MOBILE HOME SALES LLC and FLORIDA PRE-FAB MODULAR HOMES

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Respondents' engineer Paulo Mastroserio was present and gave testimony.

Tom Gaver made a motion that this Board find North Pointe Mobile Home Sales LLC and Florida Pre-Fab Modular Homes violated Marion County Land Development Code, Article 4, Division 2, Section 4.2.18 Community Business Zoning Classifications, by operating a business in an improper zone; and direct them to clear the violation on or before September 4, 2025, or be fined $100 a day for each day the violation continues past the date set for compliance up to a maximum of $6,000. Second by Hunter Street. Passed by unanimous decision.

3.4 939998 LH MARK BOWLING and ELIZABETH BOWLING

Code Enforcement Officer Lester Holly presented the case, submitted proof of service, evidence and gave testimony. Respondent Mark Bowling and removal contractor Heath Chester were present and gave testimony.

John Welch made a motion that this Board find Mark Bowling and Elizabeth Bowling 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 4.2.3, Agricultural Zoning Classifications, by occupying an RV in an improper zone, and accessory use without a principal structure; and Marion County Land Development Code, Article 5, Division 3, Floodplain Management, Section 5.3.4.A Permits required, by failing to submit a floodplain development application prior to placing fill in the floodplain, and direct them to clear the violations on or before September 4, 2025, or be fined $200 a day for each day the violations continue past the date set for compliance up to a maximum of $12,000. Second by Dennis Strow. Passed by unanimous decision.

3.5 971141 LH VENIAMIN VOSHCHILO

Cleared and removed

3.6 962528 MB MILDRED T HERRERA EST

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Respondent was not present.

Dennis Strow made a motion that this Board find Mildred T Herrera Est violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and direct her estate to clear the violation on or before July 31, 2025, or be fined $100 a day for each day the violation continues past the date set for compliance up to a maximum of $6,000. Second by Hunter Street. Passed by unanimous decision.

3.7 979307 MB DEREK GLEN PEEPLES and CANDI MARIE SICARD

Code Enforcement Manager Robin Hough presented the case, submitted proof of service, evidence and gave testimony. Respondent Derek Glen Peeples was present, submitted documents and gave testimony. Chief Assistant County Attorney Dana Olesky addressed the Board.

Tom Gaver made a motion that this Board find Derek Peeples and Candi Marie Sicard violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles. Motion failed for lack of a second. Hunter Street made a motion that this Board find Derek Glen Peeples and Candi Marie Sicard not in violation of Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles. Second by John Welch. Passed by a vote of 4-1, Tom Gaver opposed.

4. PRIOR ORDERS IMPOSING FINES

THE CODE ENFORCEMENT BOARD HAS PREVIOUSLY FOUND THE FOLLOWING CASES TO BE IN VIOLATION. AT THIS TIME THE BOARD SECRETARY WILL ADVISE THE BOARD AS TO WHETHER AN AFFIDAVIT OF CONTINUING VIOLATION WAS SUBMITTED OR IF THE VIOLATION CLEARED PER PRIOR ORDER. IF AN AFFIDAVIT OF CONTINUING VIOLATION HAS BEEN SUBMITTED, FINES MAY BE IMPOSED ON SUCH CASES AT THIS TIME.

4.1 932463 MB AUDREY SNYDER

Code Enforcement Manager Robin Hough and respondent's husband Gary Snyder were present and gave testimony.

Tom Gaver made a motion that the Board extend the compliance date to September 4, 2025. Second by John Welch. Passed by a vote of 4-1, Dennie Strow opposed.

4.2 933230 MB IDA A THOMPSON

Code Enforcement Manager Robin Hough and respondent Ida A Thompson were present and gave testimony.

Tom Gaver made a motion that the Board extend the compliance date to September 4, 2025. Second by Hunter Street. Passed by unanimous decision.

4.3 934515 SL JOSEPH CASTRO and CECILIA TAPIA

Code Enforcement Officer Sandra Leon and respondents' attorney Chris Vanderlaan were present and addressed the Board.

John Welch made a motion that the Board extend the compliance date to October 2, 2025. Second by Hunter Street. Passed by unanimous decision.

4.4 944279 LH TAMMY LEE HILL a/k/a TAMMI LEE HILL

Cleared per prior order

4.5 959589 ML JUSTIN C MORRIS

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Tom Gaver made a motion that the Board impose the fines as per the Prior Order. Second by Hunter Street. Passed by unanimous decision.

4.6 959605 MB NANCY YAMILETH MIRALDA and ELSA TURCIOS

Cleared per prior order

4.7 959640 MB VIMAL GOSEIN and ANDRE JOVAN BAKER

Code Enforcement Manager Robin Hough and respondent Vimal Gosein were present and gave testimony.

Tom Gaver made a motion that the Board extend the compliance date to September 4, 2025. Second by Hunter Street. Passed by unanimous decision.

4.8 961179 SL RUSTY JOE SINCLAIR and KITTY SINCLAIR

Cleared per prior order

4.9 961987 SL SHONY LLC

Cleared per prior order

4.10 965856 ML OSWALD HENRY

Code Enforcement Officer Marianne Lopez and respondents, Oswald Henry and Telva Henry, were present and gave testimony.

Dennis Strow made a motion that the Board extend the compliance date to October 2, 2025. Second by John Welch. Passed by unanimous decision.

4.11 968852 ML JOAN M HENRY and SABRINA T GRANT

Cleared per prior order

4.12 972961 ML EVERETT MICHAEL LECORN EST

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Tom Gaver made a motion that the Board impose the fines as per the Prior Order. Second by Hunter Street. Passed by unanimous decision.

4.13 973708 SL NICOLE COOPER and TAMMY BROOME

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Tom Gaver made a motion that the Board impose the fines as per the Prior Order. Second by Hunter Street. Passed by unanimous decision.

4.14 975628 ML BERNADETTE CARTER EST

Cleared per prior order

4.15 978693 SL JULIANA RODRIGUEZ

Cleared per prior order

5. OLD BUSINESS

5.1 NONE

6. REQUEST TO APPEAR

6.1 945821 TS JACQUELYN HOFMANN

Code Enforcement Supervisor Thomas Sapp and respondent Jacquelyn Hofmann were present and gave testimony.

Dennis Strow made a motion that the Board reduce the fine to the amount of $1,417.51. Second by Hunter Street. Passed by unanimous decision.

7. REQUEST FOR REHEARING

7.1 NONE

8. PUBLIC COMMENT – Limited to 2 minutes

8.1 NONE

There being no further business to come before the Board Tom Gaver made a motion to adjourn. Second by Dennis Strow.

Passed by unanimous decision. The meeting was adjourned at 11:13 a.m

Code Enforcement Manager advised the Board of the new Enterprise Permitting and Licensing system that will be used for code enforcement, recommended no Board meeting in November due to the "go-live" date of the new system and explained the formula to calculate the case costs used in reducing a fine and liens.

F. Joe Krim, Chairperson

Board Secretary

Adopted by the Board on this 13 day of August, 2025.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20400 **Agenda Date:** 9/3/2025 **Agenda No.:** 14.4.3.

SUBJECT:
Districts 5 and 24 Medical Examiner Advisory Committee - June 19, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Districts 5 and 24 Medical Examiner Advisory Committee - June 19, 2025.

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
None, information only.

Districts 5 and 24 Medical Examiner Advisory Committee Meeting
June 19, 2025

1. **Call to Order** – The Districts 5 and 24 Medical Examiner Advisory Committee meeting was called to order at 2:01 p.m. on Thursday, June 19, 2025 at the Sumter County Service Center, 7375 Powell Road, Room 102, Wildwood, FL.

2. **Roll Call and Determination of a Quorum** – Roll call was taken and a quorum was met.

   Members Present
   Jeff Bogue, Sumter County Board of County Commissioners
   Jerry Campbell, Hernando County Board of County Commissioners
   Leslie Campione, Lake County Board of County Commissioners
   Holly Davis, Chair, Citrus County Board of County Commissioners
   Amy Lockhart, Seminole County Board of County Commissioners
   Michelle Stone, Marion County Board of County Commissioners

   In Attendance
   Barbara Wolf, M.D., Medical Examiner, Districts 5 & 24 Medical Examiner's Office
   Lindsey Bayer, Director of Operations, Districts 5 & 24 Medical Examiner's Office
   Steve Howard, County Administrator, Citrus County Board of County Commissioners
   Denise Lyn, County Attorney, Citrus County Board of County Commissioners
   Jennifer Barker, County Manager, Lake County Board of County Commissioners
   Melanie Marsh, County Attorney, Lake County Board of County Commissioners
   Kristian Swenson, Assistant County Manager, Seminole County Board of County Commissioners
   Allison Thall, Community Services Director, Seminole County Board of County Commissioners
   Mounir Bouyounes, County Administrator, Marion County Board of County Commissioners
   Matthew Minter, County Attorney, Marion County Board of County Commissioners
   Amanda Tart, Assistant County Administrator, Marion County Board of County Commissioners
   James Banta, Fire Chief, Marion County Fire Rescue
   Robert Kruger, Deputy Chief, Marion County Fire Rescue
   Audrey Fowler, Budget Director, Marion County Clerk of the Court
   Cassandra Li, Administrative and Financial Services Manager, Marion County Fire Rescue
   Beth Jones, Budget and Administrative Coordinator, Marion County Fire Rescue
   Deann Broyles, Budget and Administrative Coordinator, Marion County Fire Rescue

3. **Proof of Publications** – Legal advertisements were published on June 6, 2025 in the Hernando Sun Ad #C9E154AE0019 and the Citrus County Chronicle Ad #50113380; and June 8, 2025 in the Ocala Star Banner Ad #11360969, Orlando Sentinel Ad #7822382, Lake Sentinel Ad #7822458, and The Villages Daily Sun Ad #01253928.

   Motion: Commissioner Stone made a motion to approve the proof of publications and Commissioner Bogue seconded the motion. The motion carried unanimously 6-0.

4. **Review and Approval of May 14, 2025 Minutes** – The minutes from the May 14, 2025 Districts 5 and 24 Medical Examiner Advisory Committee meeting were submitted for approval.

Motion: Commissioner Campbell made a motion to approve the minutes and Commissioner Bogue seconded the motion. The motion carried unanimously 6-0.

5. Old Business

5.1 Update from Lake and Seminole regarding Marion County's reimbursement.

Mounir Bouyounes, County Administrator, Marion County Board of County Commissioners, gave an update regarding the Marion County Board of County Commissioners (BCC) reimbursement. Lake County BCC approved the reimbursement to Marion County in the amount of $25,044.93. Mr. Bouyounes advised that there has been no further communication from Seminole County BCC regarding the reimbursement. Commissioner Lockhart stated that Seminole County's position remains unchanged and they will entertain submitting any reimbursement once there is support for Lake County separating from District 5. Commissioner Campbell asked Commissioner Lockhart for clarification of her statement to know if it is full support from all members of or specific members of the Medical Examiner Advisory Committee. Commissioner Lockhart stated the support is from each representative County, and not necessarily from this Committee. Commissioner Davis asked if this is contingent upon Seminole County releasing their funds to Marion County BCC. Commissioner Lockhart stated that this was the position at the last meeting and it remains unchanged.

5.2 Feedback and proposed counter options related to the separation of Lake and Seminole counties.

Mr. Bouyounes advised that this discussion is to bring the Medical Examiner Advisory Committee up to date since the last meeting on May 14, 2025, regarding the two options provided by Lake and Seminole Counties for the reassignment of Lake County to join District 24. The 3-page letter from Lake and Seminole Counties, included in the agenda packet, outlines their two options.

After reviewing the letter, Marion County proposed the following two different options:

Marion County Option One: This is the preferred option if Lake County BCC will change their position.

- Seminole County exits the District 5 partnership and builds its own facility by the end of the agreement.
- Lake County reconsiders reassignment and remains in District 5.
- District 5 reexamines the cost allocation methodology to address all counties' concerns.
- District 5 evaluates capacity needs and considers using the Leesburg facility while building a satellite office in Summerfield, if needed.
- Seminole County provides a defined timeline to exit the current facility that would be acceptable to District 5 counties.
- District 5 counties clarify the ownership of the Leesburg facility and adjust the title accordingly.

Marion County Option Two:

- Lake County is reassigned to District 24, and Lake and Seminole Counties jointly build and operate a new facility by the end of the agreement.
- District 5 continues operating from the current Leesburg location.
- District 5 obtains clear title to the Leesburg facility via an arrangement with Lake County.

- District 5 reassesses the new workload due to both counties leaving and plans accordingly.
- Lake and Seminole counties must provide a timeline to exit the current facility that would be acceptable to the remaining District 5 counties.

Emails from Hernando County and Sumter County were presented regarding their positions in regard to which option they prefer. Commissioner Campbell stated Hernando County is in support of Marion County's Option One or Option Two. Commissioner Bogue noted that Sumter County's first choice is to keep District 5 together, but if Lake County is not willing to reconsider and work through this with District 5, then they are also in support of Marion County's Option Two.

The following is Hernando County's position per the email included in the agenda:
- Make Marion County whole in past finances that have been spent on the new building design.
- The Medical Examiner would continue to occupy the existing building, in the current agreement, until the building is outgrown, and then build a new building in the future at the Advisory Committee's discretion.
- There is a deadline for when Lake and Seminole Counties have to complete transition to their own district and exit current facility.

The following is Sumter County's position per the email included in the agenda:
- Sumter County BCC provided direction to Commissioner Bogue supporting the submitted Option Two from Lake and Seminole Counties, understanding that the discussion regarding modifications to Options Two will be expected at the June meeting.

Commissioner Davis advised that Citrus County is in support of the options presented by Marion County.

Commissioner Campione clarified Lake County BCC's position. She stated their BCC is unanimous with Lake and Seminole Counties Option One and they would like to work with Seminole County and break away from District 5. Lake County is hoping to get this Advisory Committee's support. Commissioner Campione noted that Lake County's BCC is adamant they are not willing to financially support construction of the new facility. They would like to continue with the other Counties in the present location until District 5 is able to move forward with the new building construction. Thereafter, District 24 would like to stay and work out of the current building. If the Advisory Committee cannot come to an agreement and support this, then District 24 will look for a different location.

Commissioner Campbell noted it was his understanding that District 24 would like to relocate to another building but he hears Commissioner Campione saying District 24 wants to stay until District 5 moves out. Commissioner Campbell advised that this is not what District 5 is doing. With two parties leaving, District 5 may not have to leave the current location right away. The timeline is part of his concern because this will impede the issue of overcapacity. This issue will force District 5 to build a new building sooner than they want to. Commissioner Campione stated the assumption is that District 5 is building a new building. Commissioner Campbell and Commissioner Davis noted that it was not the assumption anymore. Commissioner Campione stated if this is not the case, then Lake County is prepared to find a new space with Seminole County. Her thought was to be practical and everyone keep working in the current building for now. Commissioner Campbell noted that it could not be assumed that it was what was going to happen. He stated as soon as District 24 says they are leaving,

they need to create a plan to leave so District 5 can create a plan for what they are doing. Commissioner Campione noted District 24 can turn that around and say if District 5 is leaving and needs more space, then District 24 needs to know what District 5's plan is to create additional space. Commissioner Campbell advised that it is none of District 24's business since they are leaving.

Commissioner Campione noted from everything she understood, it was District 5's plan to move forward with a new building. This is why they paid the $25,044.93 towards the design of the new building. Commissioner Campbell stated this was the plan for the six counties. Now with 2 counties leaving, District 5 does not have to do this. Commissioner Campione advised that if District 5 wants to stay in the current building, then her request is for the Medical Examiner Advisory Committee to support this request to leave. Commissioner Davis noted Citrus County will not support that request. Speaking for Hernando County, Commissioner Campbell stated he would entertain that request, but there would be a lot of things that need to happen before that. The business of changing the rules of the current deal needs to be iron clad with the agreement of the current facility, and Marion County needs to be made whole, before Hernando County signs off on anything to support this. If those two things happen, then Hernando County will consider giving support.

Commissioner Bogue clarified his understanding with the six Commissioners on this Advisory Committee, and working with the Medical Examiner, was the volumes of this current group could not sufficiently be serviced in the current building. There were no options to viably increase the capacity of the current building so a new facility was part of the equation. All counties were on board with moving forward with the new facility and the location. Commissioner Bogue does not recall Commissioner Blake saying Lake County does not want to be part of the new facility or reevaluate the financial allocation. Sumter County's position is that Marion County needs to be made whole and they do not want to see Lake County leave District 5. Once the departure occurs, the volumes need to be reevaluated to see if District 5 needs to move out of the current facility or see if District 5 can wait for five years before reaching a capacity point to move. The Sumter County BCC is not in support of Lake County leaving, and the Sumter County Sheriff is not in support of this. Once Marion County is made whole, Commissioner Bogue will go back to his BCC and ask for a letter of support. The general consensus outside of Lake and Seminole Counties is this is a bad move.

Commissioner Campione clarified that Lake County BCC never voted on the location or to contribute financially. Commissioner Bogue advised that Commissioner Blake voted for it as a representative of Lake County BCC. If the Commissioner fails to go back to his BCC after voting yes to an item, that is an error on that Commissioner. He does not recall any Commissioner saying they need to abstain from the vote before speaking with their BCC. Commissioner Campione noted Lake County cannot make a financial commitment without consent from their full BCC and this vote does not bound her BCC.

Commissioner Lockhart stated there is an agreement in place and that is the agreement Seminole County intends to abide by. She is not sure what was meant by the conversation about Seminole County getting out as they intend to abide by the terms of the current Interlocal Agreement which gives, what should be, an ample notification period to the Medical Examiner Advisory Committee. If the Advisory Committee is asking for an additional timeline, that is not going to come from the existing agreement. Commissioner Lockhart noted if this Committee is suggesting to renegotiate, then this will be a different conversation.

Commissioner Campbell stated he does not want this to go on for two to four years from now and District 24 is still in the facility. Commissioner Bogue noted the term of the current Interlocal Agreement is until 2029 so technically District 24 can have it until then. Commissioner Davis asked at what point was the Committee planning on moving to the new facility, before this was put on hold. Mr. Bouyounes clarified that after everyone agreed on the conceptual plan, the obstacle was not being able to put together an agreement for every county to agree to commit to the finances. The plan was for the building to be constructed within two years. The Advisory Committee was hoping to have an agreement to finance the building in 2024 and the building would be constructed in 2026. Commissioner Davis asked if we were hoping to have sufficient space until 2026. Mr. Bouyounes stated it could have been early 2027, but the Advisory Committee was dealing with so many unknowns. He noted the commitment was not made to start construction. Marion County worked under the direction from this Committee to expend money to develop a conceptual plan. There were hours of discussion on selecting the site. Marion County fronted the money, understanding that all six Counties consented to the agreement. He explained that the decision Lake County's BCC made to reimburse Marion County for the $25,044.93 has made Marion County whole from Lake County. This reimbursement was for the soft costs Marion County incurred to develop the conceptual plan. Mr. Bouyounes advised that, moving forward, the counties need to work out the details of which building the Districts stay in, and whether the Districts will split or stay together. At that point, this Advisory Committee can decide if it objects or not, to Lake County leaving District 5. Lake County and Seminole County's Option Two is for these two counties to leave and build a new building and was an approved option from Lake County and Seminole County. If this option is proposed by Lake County and Seminole County, the remaining counties in District 5 will continue to operate and use the existing facility.

Commissioner Lockhart thinks it is important to ask Dr. Wolf to put on the record what she shared with Seminole County about capacity. From what Seminole County was told, regardless of Lake and Seminole County's participation at the current facility, the remaining counties would still need a larger facility moving forward within a certain number of years.

Dr. Wolf stated with Seminole County leaving the facility, that would not make a huge difference in the workload. Lake County leaving the facility would make a big difference in the workload. Dr. Wolf noted it is a lot more than just capacity, which is an issue. The building is old and outdated, and currently the doctors are working out of closets that were turned into offices. A new building is needed, but they will carry on with whatever is decided.

Commissioner Davis asked Commissioner Bogue about the Sumter County Sheriff being against Lake County moving to District 24. Commissioner Bogue stated the Sheriff is not in support of any movement, but he does not have a position unless it affects District 5 leaving the current building. If District 5 is forced to move, it would affect us and he would be willing to chime in. If District 5 needs a letter from the Sumter County Sheriff, he will provide that.

Commissioner Davis presented for the record a one-page letter to the Advisory Board from David Vincent, Sheriff of Citrus County, as additional backup. Other letters were also presented to the Commissioners in their respective meeting packets from the following individuals: William Gladson, State Attorney; Michael Graves, Public Defender, Fifth Circuit; and Sheriff Billy Woods, Marion County Sheriff's Office. Mr. Bouyounes has talked to the remaining District 5 County Administrators and emails from them are also included in the packets.

Commissioner Lockhart would like the record to reflect that there is not a letter from the Seminole County Sheriff because the Medical Examiner Advisory Committee did not ask for one, probably because the Seminole County Sheriff is in support of the separation of Lake

County. Mr. Bouyounes stated he did not ask for a letter or communicate with Seminole County's Administrator because he was focused on District 5 and what their position will be. Commissioner Campione asked if Lake County was requested to get a letter from the Lake County Sheriff. Mr. Bouyounes advised that he did not request a letter.

Commissioner Campione advised if Lake County goes to the Florida Medical Examiners Commission and asks for the separation and was denied, then Lake County will be made to stay in District 5 and everyone will have to work together. Lake County is asking for District 5 to let Lake County do what they are requesting, and hopefully Lake County will get the support from the Florida Medical Examiners Commission. If District 5 is not willing to give their support to Lake County, then Lake County will roll the dice and see what happens. Lake County will engage in letter writing and what is needed to get the support. If District 5 wins, then Lake County will remain in District 5. Commissioner Campione said this is not how it should work.

Commissioner Davis stated it is up to the Florida Medical Examiners Commission. If Lake County remains in District 5, everything will be done for District 5 to remain a good partner with Lake County. She explained that she cannot be in favor to support this with the Florida Medical Examiners Commission. Commissioners come and go, but the people that run the criminal justice system are there, day in and day out, spending their entire career bringing people to justice. These are the people that have weighed in, and said a quality facility will help Dr. Wolf compete in the very small pool of available Medical Examiners. Commissioner Davis noted this professional facility will help keep all interactions together in District 5 between the State Attorneys, Public Defenders, and Police Chiefs. District 5 would never want to keep Lake County in something they do not want to be in and it is certainly not retribution. She advised if these factors were not in place, Citrus County would absolutely support Lake County leaving. Commissioner Davis stated she has to look out for the career staff and not the politicians.

Commissioner Lockhart noted all the elected officials that Commissioner Davis named are politicians and understands Commissioner Davis is trying to make a good case. She stated District 24 is split between Brevard and Seminole Counties, with two different locations and two different Medical Examiners; there does not seem to be much of a problem. Commissioner Lockhart reiterated that Commissioner Davis just noted the Medical Examiner needs a new high-tech facility to operate, but also stated District 5 was going to stay where they are because they do not need one. Commissioner Lockhart stated the logic is not there for her. Commissioner Lockhart advised that Dr. Wolf said she will continue to operate out of both facilities. The stakeholders are getting the same service from the same Medical Examiner, just at a different location for the one county. She also noted the letters in the agenda packet were interesting to her, because they all said they did not fully understand the issue, but they were pretty much told to be against it. She stated Seminole County is not interested in continuing in the political drama. Seminole County has made their position clear and would be happy to have Lake County as a partner. They are happy to stay in the current building or build a new building with or without a partner. Commissioner Lockhart believes Seminole County's checkbook is more desired than their participation. She stated suddenly the new facility does not plan to be built, as the Advisory Committee was excited to build the building until there was one less partner to fund it. Seminole County is really not affecting capacity. She noted they cannot talk about the terms of the deal until there is an agreement. Mr. Bouyounes advised that is not true. Commissioner Lockhart asked how does a choice become selected to work towards a deal, and then, if all parties cannot come to an agreement, it is changed and modified. She advised that Seminole County cannot start working out the points of a deal that is being worked on, but not to which has been agreed.

Commissioner Stone stated Marion County BCC will not object to Lake County leaving provided all the details are worked out for the remaining counties in District 5 to be able to operate in the current facility and have a clear title to that property. Marion County is not going to write a letter of support, and they will not object, provided there is a timeline on when District 24 will exit the current building and have their plan in place. She would not expect it to run past the 2029 timeline of the current Interlocal Agreement. Marion County's first preference is for Lake County to remain as part of District 5. Marion County has already reconciled the fact, and is looking forward to District 24 leaving the current arrangement. Commissioner Stone noted that rushing to do this is more desirable than extending the exit. She asked for District 24 to please put their plan together. Commissioner Lockhart stated District 24 cannot decide on a plan until they know if they have a partner. Commissioner Stone advised that would be determined at the Florida Medical Examiners Commission meeting and they would review the request of Lake County partnering with Seminole County.

Dr. Wolf clarified that the Florida Medical Examiners Commission is not saying yes or no to Lake County joining District 24, but rather were blindsided by a lack of information and would like to have negotiations and an agreement. They advised that it was suitable to have a plan and agreement between all parties. Commissioner Lockhart asked how will this would be delivered if the other members of District 5 are not willing to negotiate a plan. Commissioner Bogue stated Sumter County will not oppose it, as they will just not support it. Mr. Bouyounes noted everyone today supports Marion County's Option One and Marion County's Option Two with Option One being the preferred option. If Lake County does not change their mind, then Option Two is the option. He suggested working out the details, to include the status of the building and the financial implications on all the counties. If the Committee starts putting these details in place before going back to the Florida Medical Examiners Commission, there will be a plan to present to them.

Commissioner Stone stated it is not on this Advisory Committee to put a plan together; it is on District 24 to put the plan together to exit. Commissioner Lockhart noted the attempt to do this at the last meeting, but the Committee would not discuss it as it was not up for consideration. Commissioner Stone advised that would have been a miscommunication. Mr. Bouyounes stated the only option was from Lake County, and if they are going to join District 24. Commissioner Stone advised that Marion County will send a letter of objection, if they do not receive the funds from Seminole County. Commissioner Campione asked if Marion County receives the money, is it correct that they will not object. Commissioner Stone noted that is correct, but they will not support either way.

Commissioner Campione asked if the original plan was to move forward, build a new building and then sell the existing building. Mr. Bouyounes stated he understands the remaining counties in District 5 want to continue operating in the existing building, perhaps making modifications to the building until we need additional capacity. Marion County also discussed the possibility of building a small satellite office in Summerfield, Florida. All these things need to be evaluated in the future, based on the workload. The existing building could remain in operation for years under District 5.

Commissioner Campione asked if the new building was built, would the existing Medical Examiner's building be kept as a place to work out of. Mr. Bouyounes noted the new building is not currently being constructed. The concept for the new building was to accommodate all six of the counties for future years up to 2050 and possibly further. The Medical Examiner has stated in the past they can operate two locations, which could include building a satellite office.

Commissioner Campbell noted the element that changed is now the two counties are leaving. With just Seminole County leaving, District 5 would have to build another building. With two

counties leaving, District 5 can remain there or have the option of building a satellite office. Commissioner Campbell advised that no one is keeping Seminole County from leaving and Seminole County does not have to wait for an answer from Lake County. Commissioner Lockhart stated Seminole County does not know if they are building a building for just Seminole County or for Lake County included. She does not know what is happening with the current Medical Examiner's building in Leesburg, Florida. Commissioner Campbell advised that Seminole County is choosing to leave and that has nothing to do with District 5. Commissioner Lockhart stated if Lake and Seminole County are wanting to partner together, the consensus on how they will leave and build a building does have to do with District 5.

Commissioner Lockhart noted they will abide by the terms of the existing Interlocal Agreement and will leave by the time the contract ends, giving the Committee the notification that is required per the terms. She advised that District 24 will not leave any sooner than what is required; if they have the opportunity to partner with another County.

Commissioner Campbell stated there are questions regarding the 18-month notice by either party in the Interlocal Agreement for termination. Commissioner Lockhart would like to hear the legal opinion from counsel.

Matthew Minter, County Attorney, Marion County Board of County Commissioners, stated he did not research that issue before coming to the meeting, but his thought is with the current agreement that runs to 2029, an 18-month notice does not have to be given if the parties are going to play out the agreement. If the parties want to terminate sooner, an 18-month notice could be given to terminate earlier than 2029.

Melanie Marsh, County Attorney, Lake County Board of County Commissioners, stated the Interlocal Agreement reads the 18-month notice is for early termination. If the parties want to stay to 2029, the 18-month notice is not necessary. If the parties want to terminate earlier than 2029, they would give the notice and leave at the end of the 18 months. This is a unilateral termination provision (examples: Citrus County can terminate for Citrus County, Lake County can terminate for Lake County, etc.) One county cannot terminate the agreement for another county. Unless the parties give the 18-month notice to leave before 2029, then the parties would stay until 2029.

Commissioner Campbell explained the remaining counties cannot terminate Lake County or District 24. District 5 cannot terminate District 24.

Denise Lyn, County Attorney, Citrus County Board of County Commissioners, said that all four counties can terminate on their own, but not remain in the current facility. Commissioner Bogue advised that if the four counties terminate, it would release the function of the building. His thought was as long as District 5 remains as District 5, can they remain in that facility, until the facility is not being used for the District 5 Medical Examiner.

Ms. Marsh stated the reversionary clause in the deed is tied to the Interlocal Agreement. There is some debate amongst the attorneys regarding if the Interlocal Agreement terminates, would the reverter take over. That is Lake County's position, but Ms. Marsh is not sure of Marion or Citrus County's position. Ultimately, this is what Lake County hopes to resolve in a mutually, agreeable separation. In Marion County's Option Two, there would be a resolution that Marion County would get a clear title.

Mr. Minter advised that this is a situation that falls under the Declaratory Judgment Act, where two parties come before the court and say they are endowed to their rights under the terms of an agreement. A legitimate case can be made for either one of the positions. The deed has the reversionary clause and the Interlocal Agreement says Marion County would convey the

building back to Lake County when Marion County has built a new facility. These two things do not sync. He does not believe the counties want to spend the time and money getting into a lawsuit over this. There is a dispute resolution provision that might be useful to negotiate these things.

Commissioner Campbell advised that Hernando County will not object if Seminole County makes Marion County whole. If they do not make Marion County whole, then Hernando County will object. Hernando County would like to see Lake County stay with District 5, but if the Florida Medical Examiners Commission approves the separation, then Hernando County and Lake County will continue to be good neighbors.

Commissioner Davis advised that Citrus County has the same opinion as Hernando County. She will recommend to her BCC to pay a portion of Seminole County's reimbursement to Marion County, if Seminole County does not make Marion County whole. This issue will go before the Florida Medical Examiners Commission again, and the Committee needs to present Option Two, once it is ironed out.

Dr. Wolf advised that the next Florida Medical Examiners Commission meeting is in August 2025. There is no point going before the Commission unless there is an agreement.

Mr. Bouyounes asked if Lake County has submitted a request to the Florida Medical Examiners Commission for reassignment. Commissioner Campione does not believe a request has been submitted again. She advised that Lake County BCC has indicated that is the plan, and from a timing standpoint, Lake County would need to submit this.

The Medical Examiner Advisory Committee clarified the option for their consideration is Marion County's Option Two and it was read into the record. Commissioner Stone stated Marion County's Option Two is the presented option, but Marion County will not provide a letter of support for Lake County to leave and join District 24.

Commissioner Davis will add the following bullet point to Marion County's Option Two:

- No support, but no objection as long as Seminole County makes Marion County whole and all the details are worked out between District 5 and District 24.

Mr. Bouyounes does not know if all the details can be worked out in this meeting pertaining to the status of the building and the financial impact of who is paying for what. The Committee needs the County Attorneys to start drafting an agreement, which would be in the best interest of all the counties involved. Commissioner Davis asked what is needed from this Committee for the County Attorneys.

Mr. Minter asked if this goes to the Florida Medical Examiners Commission in August, and they grant the request for Lake County to join District 24, is there a timeline for Lake and Seminole Counties to join together and exit District 5. Commissioner Lockhart advised that District 24 will commit today to leave by the end of the existing agreement; if they find they will be leaving sooner, they will provide the 18-month notification. Mr. Minter questioned the purposes of the various Counties asking their attorneys to come up with an agreement to take to the Florida Medical Examiners Commission. He noted the timeline is important for District 5 to plan for their future. Commissioner Lockhart stated the timeline will be significantly impacted by whether Seminole County has a partner or they will move forward on their own. Mr. Minter advised that the hypothetical question was, if both counties receive the approval to leave together, is there an idea of when this will happen. Commissioner Lockhart stated it will take some time to figure out if District 24 will stay in the existing building or build a new building.

Commissioner Davis noted the agreement in discussion now is for both Lake County and Seminole County to leave. The agreement District 24 presents to the Florida Medical Examiners Commission assumes for Seminole County to have a partner, if granted.

Commissioner Lockhart stated they will leave by the end of the existing term of the existing agreement. If Seminole County finds they can leave sooner, they will give the 18-month notice.

Commissioner Davis noted to be fair to Dr. Wolf's team, she would prefer that Districts 5 and 24 separate by early 2027; two different buildings would be needed for the six counties by early 2027.

Commissioner Stone asked for Lake County to continue to listen to these conversations with the representative from District 24, as this is what they are looking to join.

Commissioner Campione said Lake County has asked and presented their request. Lake County does not have any problem with joining District 24. The Interlocal Agreement goes through 2029 and Lake County is presenting to stay through 2029. Lake County is requesting the Committee's support to make this change, but they will live with whatever decision is made by this Committee. To put the best case forward, Lake County will need something to take to the Florida Medical Examiners Commission to explain how it all works. Lake County thinks they would be in it through 2029, but they are in the process of working out the details of what would happen the day the Interlocal Agreement ends.

Commissioner Stone stated Lake and Seminole Counties need to determine the plan, take it to the Florida Medical Examiners Commission and get approval. They have heard from this Committee that we are not going to send a letter of support. This Committee is requesting the agreement, put together by Lake and Seminole Counties, to include details that encompass the bullet points of Marion County's Option Two. The County Attorneys and staff need to help finalize and know that we are getting what was requested out of the options for this Committee.

Commissioner Campbell suggested to make a few other edits to Marion County's Option Two.

- In bullet point 1, instead of saying "jointly build and operate," say "jointly secure and operate."
- Add final bullet point to say, "No support, but no objection as long as Seminole County makes Marion County whole and works out all the details of the separation between Districts 5 and 24, and the status of the building."

Commissioner Bogue noted what he is hearing is that Lake and Seminole County intend to live out the Interlocal Agreement to 2029. If they decide otherwise at some point in the future, they will let us know they will leave sooner. Commissioner Lockhart clarified that yes, this is in compliance with the existing agreement. Commissioner Bogue advised that of the four counties that remain, his desire is for the two counties that secede the union, to do so sooner, but they do not have to. If the two counties left sooner, then the four counties could come together with their needs sooner.

Commissioner Bogue asked how can he believe future discussions are valid, when he cannot trust that a payment would be made from a previous commitment. Commissioner Lockhart noted the Seminole County BCC never authorized a payment to this Committee. Commissioner Bogue stated the Seminole County representative said Seminole County would partner in this agreement. Commissioner Lockhart stated that is not the case and the minutes do not reflect this.

Commissioner Davis suggested adding a bullet point that says District 5 will support District 24 leaving if Seminole County makes Marion County whole. There will be no support unless

this happens. Commissioner Lockhart advised that Seminole County does not need support to leave; Seminole County is their own district. Commissioner Davis stated that is a good point. District 5 can say, as long as Seminole County makes Marion County whole, District 5 will abstain from comment in regards to Lake County.

Commissioner Campbell noted his comments are along the same lines. If the Florida Medical Examiners Commission does not approve Lake County leaving, what is Seminole County's position. Commissioner Lockhart clarified that District 24 is leaving. Commissioner Campbell understands this much clearer and asked Commissioner Lockhart if there was anything else on this list with Marion County's Option Two that we need to discuss. Commissioner Lockhart stated she is not bound by Marion County's bullet points.

Commissioner Davis noted the members are trying to hash out the agreement. Commissioner Campbell is trying to be a good partner by asking if there is anything in the agreement that should be discussed.

Commissioner Campione brought up the current final bullet in Marion County's Option Two that discusses Lake and Seminole Counties providing a timeline to exit the current facility. She believes it should be removed or fixed because the timeline is following the agreement. Commissioner Campbell noted it was a fair point and District 24 has to abide by the contract. Commissioner Lockhart stated for the record, that is the point she has been making since she got here. All the counties agree on this.

It was the general consensus to direct the following for Marion County's Option Two:

- Remove or fix bullet point 5 because the timeline is following the agreement.

Mr. Bouyounes asked if Lake County's separation is going to the Florida Medical Examiners Commission in August, are the remaining counties in District 5 going to or not object to that proposal. If we have an agreement in place organizing the separation and resolving the outstanding issues, Marion County will not object. He advised the other counties should not object either and possibly provide a letter of support. This Committee needs to work out an agreement and resolve these issues and then Seminole County can do whatever they wish to accomplish. Mr. Bouyounes suggested this should go to the County Attorneys.

Ms. Lyn stated her main concern at the last Florida Medical Examiners Commission meeting was that the stakeholders (State Attorney, Public Defender and Sheriffs) appeared that they had not been engaged. Now there was engagement by these stakeholders (State Attorney, Public Defender and 4 of the 5 Sheriffs). She noted that she does not see the Florida Medical Examiners Commission allowing Lake County to leave, if all the stakeholders are on record saying they do not want to split up District 5. Unless Lake County gets permission from the Commission to leave, it is for naught. She does not see the Commission granting permission for Lake County to leave.

Mr. Bouyounes stated the Florida Medical Examiners Commission said to go back to all the stakeholders, including the counties, to work out an agreement on how this will happen. Ms. Lyn noted the four counties are not going to support this.

Commissioner Campione advised that it sounds like it is all going back to the Medical Examiner's building. It is ultimately going to be in 2029 when the agreement is over and there is no Interlocal Agreement in place, unless one is put back in place. She said the question is, will the building revert back to Lake County or stay with District 5. Additionally, do we use this point as a key negotiating point that the legal team can work on. Commissioner Campione believes if the Committee can work this out, then this potentially could mean that we can reach

an agreement and Marion County BCC may give the support letter. She noted the counties are also stakeholders, not just the State Attorneys, Public Defenders and Sheriffs. It may be weighted against Lake County, and Lake County could ultimately lose. Commissioner Campione believes it does not make sense to stay in a marriage that you do not want to be in. Lake County works just fine together on other advisory boards. She advised that this Advisory Committee may be one that needs a different team. For this particular issue, Lake County would prefer to handle it the way they have requested. Lake County would like to see if the attorneys can look at what happens with the building, and see if this is something the counties can work out.

Mr. Minter stated on behalf of Marion County, he can put together a draft agreement and circulate it with all the County Attorneys. This could be a starting point to get feedback from the attorneys that will be acceptable to all the parties. Mr. Minter will use all the bullet points from Marion County's Option Two, including looking at Seminole County's bullet points. He will incorporate this into a draft agreement and address some of the particulars and details discussed by Mr. Bouyounes.

Commissioner Davis asked if this Committee should meet in July. Dr. Wolf advised that the next Florida Medical Examiners Commission meeting, after the August meeting, is October 28, 2025. Mr. Bouyounes noted this does not have to go to the Commission in August. Commissioner Lockhart asked if this plan has to come back to this Advisory Committee to go to the Florida Medical Examiners Commission. She does not believe it does and thinks it can be worked out with the individual counties. She does not think this Committee needs to meet before the August Commission meeting.

There was discussion that when the draft agreement is hashed out with the County Attorneys, it would then be sent to the individual BCCs to approve or not. Commissioner Campione said whatever comes out of the negotiations is what is presented to the Florida Medical Examiners Commission.

Commissioner Davis asked if there would need to be a consensus or vote on the bullets. It was agreed this is a consensus.

5.3 District 5 counties' position in the event Lake County submits a new request to the Florida Medical Examiner Commission for reassignment.

Marion County reached out to the State Attorney and the Public Defender of the Fifth Judicial Circuit of Florida for their input regarding this matter. In addition, we solicited input from the Marion County Sheriff's Office in an effort to understand if there will be any impact on their operation.

The following letters were presented at this meeting: a one-page letter to Mr. Bouyounes from William Gladson, State Attorney; a one-page letter to Mr. Bouyounes from Michael Graves, Public Defender, Fifth Circuit; a two-page letter to Mr. Bouyounes from Billy Woods, Sheriff of Marion County; and a one-page letter to Commissioner Davis from David Vincent, Sheriff of Citrus County. Copies of the original letters from Mr. Bouyounes to the stakeholders were also included, requesting input on the Lake County reassignment.

6. New Business

6.1 Notation for Record

For the record, Andrea Kennard, Commissioner's Aide, Lake County BCC, submitted an email dated June 11, 2025, announcing that Commissioner Leslie Campione will serve as the Districts 5 and 24 Medical Examiner Advisory Committee's representative for Lake County BCC effective immediately.

7. **Next Meeting Date**

Commissioner Lockhart asked if we need to meet on August 13, 2025 for our regularly scheduled quarterly meeting. Mr. Minter noted he can have the draft agreement within two weeks to send to all six County Attorneys. Commissioner Lockhart asked if there are any projected action items for the August 13, 2025 meeting. Mr. Bouyounes stated the financial statements are presented and there may be a discussion on replacing a software for the Medical Examiner.

The next Districts 5 and 24 Medical Examiner Advisory Committee Meeting is scheduled for Wednesday, August 13, 2025 at 2:00 p.m. at the Sumter County Service Center, Room 102, 7375 Powell Road, Wildwood, FL.

8. **Adjournment** – There being no further business to come before the Committee, the meeting adjourned at 3:23 p.m.

Holly Davis, Chair

8/13/2025
Date

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20401 **Agenda Date:** 9/3/2025 **Agenda No.:** 14.4.4.

SUBJECT:
Development Review Committee - August 4 and 11, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Development Review Committee (DRC) - August 4 and 11, 2025.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

Marion County

Development Review Committee

Meeting Minutes

412 SE 25th Ave
Ocala, FL 34471
Phone: 352-671-8686

Monday, August 4, 2025 **9:00 AM** **Office of the County Engineer**

MEMBERS OF THE PUBLIC ARE ADVISED THAT THIS MEETING / HEARING IS A PUBLIC PROCEEDING, AND THE CLERK TO THE BOARD IS MAKING AN AUDIO RECORDING OF THE PROCEEDINGS, AND ALL STATEMENTS MADE DURING THE PROCEEDINGS, WHICH RECORDING WILL BE A PUBLIC RECORD, SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW OF FLORIDA. BE AWARE, HOWEVER, THAT THE AUDIO RECORDING MAY NOT SATISFY THE REQUIREMENT FOR A VERBATIM TRANSCRIPT OF THE PROCEEDINGS, DESCRIBED IN THE NOTICE OF THIS MEETING, IN THE EVENT YOU DESIRE TO APPEAL ANY DECISION ADOPTED IN THIS PROCEEDING.

1. **ROLL CALL**

MEMBERS PRESENT:
Michael Savage Chairman (Building Safety Director)
Michelle Fanelli temporarily for Michael Savage Chairman (Building Safety Director)
Ken McCann Vice Chairman (Fire Marshal)
Doug Hinton for Steven Cohoon (County Engineer)
Cheryl Butler for Chuck Varadin (Growth Services Director)
Tony Cunningham (Utilities Director)

OTHERS PRESENT:
Chris Rison (Planning/Zoning)
Liz Madeloni (Planning/Zoning)
Erik Kramer (Planning/Zoning)
Susan Heyen (Landscape/Parks)
Michelle Sanders (9-1-1 Management)
Linda Blackburn (Legal)
Dane Scott (Office of the County Engineer)
Alex Turnipseed (Office of the County Engineer)
Kevin Vickers (Office of the County Engineer)
Aaron Pool (Office of the County Engineer)
Sandi Sapp (Office of the County Engineer)
Kelly Hathaway (Office of the County Engineer)

2. **PLEDGE OF ALLEGIANCE**

3. **ADOPT THE FOLLOWING MINUTES:**

3.1. July 28, 2025

Motion by Tony Cunningham to approve the minutes, seconded by Michelle Fanelli
Motion carried 5-0

4. PUBLIC COMMENT

5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

5.1. Vista Trace (fka: Highland Belleview East) - Final Plat
7730 E Hwy 25 Belleview
Project #2024120034 #32298
JCH Consulting Group

5.2. Stone Creek Del Webb Solaire Phase 2 & 3 - Final Plat
Project #2025030013 #32569
JCH Consulting Group

5.3. Sabana Reserve (fka Estela Living-Sabana Farms) - Final Plat
3718 NW 44th Ave Ocala
Project #2024060071 #32367 Parcel #13709-001-00
JCH Consulting Group, Inc.

5.4. Ocala Preserve Main Amenity Pickleball Court Addition - Major Site Plan
4015 NW 53rd Avenue Rd Ocala
Project #2024120006 #32268 Parcel #13697-005-00
Atwell, LLC

5.5. Midway Terrace - Waiver Request to a Major Site Plan
7191 Midway Ter All Units Ocala
Project #2025040059 #32788 Parcel #9007-0101-32, 9007-0101-33
Mastroserio Engineering, Inc

5.6. Ocala Crossings South Phase 5 - Final Plat
9009 SW 49th Avenue Rd Ocala
Project #2024070059 #32865 Parcel #35623-001-01
AM Gaudet & Associates, Inc.

5.7. The Ole Oak Village - Major Site Plan
11987 S US Hwy 301 Belleview
Project #2022120053 #31223 Parcel #38538-000-00
Tillman and Associates Engineering, LLC

5.8. Playground - Waiver Request to a Major Site Plan
Marion Oaks Block 933 Lot 3
13129 SW 78th Cir Ocala
Project #2025070022 #33055 Parcel #8010-0933-03
Sarai Vazquez Acosta

5.9. Diamond Ridge At Lake Diamond - Major Site Plan
Lake Diamond G&CC South Phase 3 Tract 4; Lake Diamond Apartments

Project #2015080001 #31332 Parcel #9071-0000302
Rogers Engineering

Motion by Tony Cunningham to approve items 5.1. through 5.9. on the consent agenda with item 5.6. being pulled, seconded by Cheryl Butler
Motion carried 5-0

6. SCHEDULED ITEMS:

6.1. Brunick Dominique - Waiver Request to Major Site Plan

1130 SE 30th St Ocala
Project #2025010070 #32425 Parcel #3000-005-004
Michael W. Radcliffe Engineering

This item was previously on February 10, 2025, DRC agenda. The applicant withdrew their request but would like to be reheard.

LDC 2.21.1.A(1) - Major Site Plan
CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1) Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.
APPLICANT Requests waiver of Major Site Plan. Stormwater Control Plan to be provided for existing improvements exceeding allowable impervious area.

Motion by Doug Hinton to table for an indefinite date, seconded by Cheryl Butler
Motion carried 5-0

6.2. Sunshine Love On Place - Final Plat - Waiver Request to a Plan in Review

2710 SE 45th Ave Ocala
Project #2007050035 #32980 Parcel #21629-001-01
Michael W. Radcliffe Engineering

LDC 6.12.1 2 - 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 Sidewalk and Fee In Lieu Of be waived for this 2-lot plat for an existing church and single residential lot. The sidewalk is on the east side of NW 60th Ave. No sidewalks are on the west side. Church is donating the residential lot to a Non-Profit and cost of sidewalk is exorbitant for this use.

Motion by Doug Hinton to approve not requiring the sidewalk nor the fee in lieu of in relation to this final plat, seconded by Tony Cunningham;

Motion carried 5-0

6.3. Orange Blossom Replat #2 - Preliminary Plat - Waiver to a Plan in Review
Orange Blossom Replat #2
Project #2025050014 #32813 Parcel #48288-000-00
Clymer Farner Barley, Inc

LDC 6.12.12.D - Sidewalks
CODE states D. At the discretion of the Development Review Committee, in lieu of construction along external streets, the developer may pay a sidewalk fee to the County in an amount necessary to complete construction. This amount shall be determined by the project engineer and approved by the County with payment required prior to final plan approval. The County may use these funds toward the construction of sidewalks throughout the County based on priorities established by the Board.
APPLICANT request - Per previous discussion with Marion County, it is our understanding that they would support a fee in lieu of waiver for sidewalks considering none of the roadways in the Orange Blossom Hills subdivision have sidewalks, and we are trying to ensure our design fits in with what currently exists around it.

Motion by Doug Hinton to approve, seconded by Ken McCann; opposed by Michael Savage
Motion carried 4-1

6.4. His House For Her - Waiver to a Major Site Plan
1469 Pine Rd Ocala
Project #2025040018 #32698 Parcel #9009-0000-05
Clymer Farner Barley, Inc

LDC 6.12.12 - Sidewalks
CODE states A. Sidewalks shall be provided in the Urban Area, Rural Activity Centers, and Specialized Commerce Districts along arterial, collector, and major local streets where these streets adjoin the project and minimally along one side of the internal streets. Sidewalks shall be constructed with all-weather surfaces and shall meet Americans with Disabilities Act, Florida Building Code, and FDOT Design Standards. B. Sidewalks outside the right-of-way and independent of the street system are encouraged as an alternative to sidewalks parallel to a roadway, provided equivalent pedestrian needs are met. C. The sidewalk system shall provide connectivity between existing and proposed developments. D. At the discretion of the Development Review Committee, in lieu of construction along external streets, the developer may pay a sidewalk fee to the County in an amount necessary to complete construction. This amount shall be determined by the project engineer and approved by the County with payment required prior to final plan approval. The County may use these funds toward the construction of sidewalks throughout the County based on priorities established by the Board.
APPLICANT requests considering that there is no sidewalk infrastructure along this side of Pine Road, but an existing sidewalk across the street, we believe that an isolated segment at this location would not contribute to a meaningful pedestrian network at this time. We would also like to request a waiver to the construction of the

sidewalks, and to the fee-in-lieu of construction. His House for Her is a non-profit organization serving women in the community, and the construction budget is limited.

Motion by Cheryl Butler to approve waiving construction of the sidewalk and paying the fee in lieu of, seconded by Ken McCann
Motion carried 5-0

6.5. Marion Oaks Townhomes - Waiver Request to a Major Site Plan
Marion Oaks Townhomes
Project #2024110024 #32203 Parcel #8004-0433-19
Clymer Farner Barley, Inc.

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 - We are requesting a fee-in-lieu-of waiver.

Motion by Doug Hinton to approve, seconded by Tony Cunningham
Motion carried 5-0

6.6. Miller Residence - Waiver Request to a Major Site Plan
Oak Wood Estates Subdivision
Project #2002110001 #33126 Parcel #15812-004-00
Yandles Splash Time Pools

LDC Code 2.21.1.A(1) Major Site Plan
CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1) Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.
APPLICANT request - property allows 3,915 sq ft impervious coverage; the pool area is 1,442 sq ft adding to the current 3,792 sq ft will put it over. The HOA approves the additional area for runoff.

Motion by Michael Savage to approve, seconded by Cheryl Butler
Motion carried 5-0

6.7. Silver Springs Shores Medical Office Building - Waiver Request to a Major Site Plan
Project #2025020071 #32542 Parcel #37491-003-10
Klima Weeks Civil Engineering, Inc.

LDC 6.13.8.b(7) - Stormwater conveyance criteria

CODE states Sizes. Stormwater conveyance pipes and cross culverts shall be a minimum of 18 inches diameter or equivalent. Driveway culverts shall be a minimum of 15 inches diameter or equivalent for residential use and a minimum of 18 inches diameter or equivalent for commercial use. Roof drains, prior to connection to the overall stormwater system, are exempt from minimum diameter requirements.
APPLICANT request - This project proposes the use of storm pipes less than 18 inches in diameter. A hydraulic analysis has been included to ensure adequate capacity for proposed storm pipes.

Motion by Doug Hinton to approve contingent on providing supporting documentation to stormwater, seconded by Tony Cunningham
Motion carried 5-0

6.8. West Mini Farms - Agricultural Lot Split - Waiver Request to a Major Site Plan
Project #2025050076 #33131 Parcel #34979-000-00
Tillman & Associates Engineering, LLC

LDC 2.16.1.B(8)(g) - County MSBU
CODE states A County MSBU shall be established for the maintenance of the improvements created by this division prior to final approval and recordation. A waiver to this provision may only be granted by the Board upon review and recommendation by the DRC.
APPLICANT requests a waiver to allow a Property Owner's Association to be created for the maintenance of roads and drainage in lieu of the MSBU.

Motion by Doug Hinton to approve with conditions of road abrogation being cleared up and the Property Owner Association documents being reviewed and accepted by the Development Review Committee, seconded by Tony Cunningham
Motion carried 4-0

LDC 6.12.2 Right-of-way (Table 6.12-1 Minimum right-of-way widths) - Applicant withdrew

LDC 6.12.12.A - Sidewalks - Applicant withdrew

LDC 6.12.3. - Typical sections - Applicant withdrew

LDC 2.18.4.C - Construction, completion, and close out
CODE states All subdivision improvements shall be constructed in accordance with approved plans and shall conform to regulations and specifications in effect on the date of approval of the improvement plans.
APPLICANT request Waiver requested to commence site grading activities only prior to plan approval at Developer's own risk. SWFWMD, NPDES and FWC permit (as applicable) will be obtained prior to site disturbance. The erosion and sediment control plan will be installed and maintained through grading activities.

Motion by Doug Hinton to deny, seconded by Tony Cunningham
Motion carried 4-0

6.9. Stickney Dental & Aesthetics - Major Site Plan
Stickney Dental & Aesthetics
Project #2025010012 #32349 Parcel #35483-102-00
Riddle - Newman Engineering, Inc.

Motion by Tony Cunningham to approve, seconded by Doug Hinton
Motion carried 4-0

6.10. Smith Project - Waiver Request to a Major Site Plan
Project #2025070077 #33132 Parcel # 3065-003-019
Arthur D Smith

LDC 2.21.1.A - 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 a waiver to the major site plan for a pole barn. The site will be over the allowed 9,000 sq ft per Marion County LDC. 1,296 sq ft of impervious will be added (36 x 36 pole barn)

Motion by Doug Hinton to approve the waiver subject to 1. The applicant providing controls for the excess run-off generated by the 100-year 24-hour storm, 2. A permit hold will be in effect until a sketch of the controls is provided and approved by stormwater department, 3. (a) a final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection, seconded by Michael Savage
Motion carried 4-0

7. CONCEPTUAL REVIEW ITEMS: NONE

8. DISCUSSION ITEMS:

9. OTHER ITEMS:

Motion by Tony Cunningham to adjourn, seconded by Michael Savage
Motion Carried 4-0

10. ADJOURN: 10:30 AM

Michael Savage, Chairman

Attest:

Sandi Sapp
Staff Assistant IV

Marion County

Development Review Committee

Meeting Minutes

Ocala, FL 34471
Phone: 352-671-8686

Monday, August 11, 2025 **9:00 AM** **Office of the County Engineer**

MEMBERS OF THE PUBLIC ARE ADVISED THAT THIS MEETING / HEARING IS A BLIC PROCEEDING, AND THE CLERK TO THE BOARD IS MAKING AN AUDIO RECORDING OF THE PROCEEDINGS, AND ALL STATEMENTS MADE DURING THE PROCEEDINGS, WHICH RECORDING WILL BE A PUBLIC RECORD, SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW OF FLORIDA. BE AWARE, HOWEVER, THAT THE AUDIO RECORDING MAY NOT SATISFY THE REQUIREMENT FOR A VERBATIM TRANSCRIPT OF THE PROCEEDINGS, DESCRIBED IN THE NOTICE OF THIS MEETING, IN THE EVENT YOU DESIRE TO APPEAL ANY DECISION ADOPTED IN THIS PROCEEDING.

1. ROLL CALL

MEMBERS PRESENT:
Michael Savage Chairman (Building Safety Director)
Ken McCann, Vice Chairman (Fire Marshal)
Steven Cohoon (County Engineer)
Chuck Varadin (Growth Services Director)
Tony Cunningham (Utilities Director)

OTHERS PRESENT:
Ken Odom (Planning/Zoning)
Ken Weyrauch (Planning/Zoning)
Sara Wells (Planning/Zoning)
Susan Heyen (Landscape/Parks)
Michelle Sanders (911)
Linda Blackburn (Legal)
Kevin Vickers (Office of the County Engineer)
Dane Scott (Office of the County Engineer)
Aaron Pool (Office of the County Engineer)
Kelly Hathaway (Office of the County Engineer)
Sandi Sapp (Office of the County Engineer)

2. PLEDGE OF ALLEGIANCE

3. ADOPT THE FOLLOWING MINUTES:

3.1. August 4, 2025

Motion by Chuck Varadin to approve the minutes, seconded by Ken McCann

Motion carried 5-0

4. PUBLIC COMMENT

5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

5.1. Liquor Lane LLC - Major Site Plan Revision
Project #2023070013 #33036 Parcel #41200-071-01
EDA Consultants, Inc.

5.2. Andrew Clark New Construction - Underground Pool - Waiver Request to a Major Site Plan
Silver Hammock Preserve Lot 15
Project #2025080002 #33157 Parcel # 16132-015-00
Premier Pools of Central Florida

5.3. NSC Hwy 27 W - Major Site Plan
Project #2024100001 #32055 Parcel #21602-000-00
Davis Dinkins Engineering, P.A.

5.4. Orange Blossom Replat #2 - Preliminary Plat
Orange Blossom Replat #2
Project #2025050014 #32813 Parcel #48288-000-00
Clymer Farner Barley, Inc

Motion by Ken McCann to approve items 5.1. through 5.4. on the consent agenda, seconded by Chuck Varadin
Motion carried 5-0

6. SCHEDULED ITEMS:

6.1. Orange Blossom Replat #1 - Preliminary Plat - Waiver Request to a Preliminary Plat in Review
Project #2025050013 #32811 Parcel #47695-000-01
Clymer Farner Barley, Inc

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 per previous discussion with Marion County, it is our understanding that they would support a fee in lieu of waiver for sidewalks

considering none of the roadways in the Orange Blossom Hills subdivision have sidewalks, and we are trying to ensure our design fits in with what currently exists around it.

Motion by Steven Cohoon to not require fee in lieu of, and approving the waiver for sidewalks seconded by Michael Savage
Motion carried 5-0

LDC 6.11.4 - Access Management
CODE states A. All developments shall be responsible for ensuring and providing coordinated access to, from, and between the proposed development and the surrounding lands to ensure that adequate and managed access is available to the development project and the public. Residential development with more than 50 developable lots shall have at minimum two access points. B. Cross Access (Parallel Access). (1) Cross access is required to reduce the use of the public street system, provide for movement between adjacent and complementary land uses, limit access to Arterial and Collector roads, and minimize full median openings. Cross access shall be shown on the plans and shall be established through a public easement. (2) Cross access shall be provided and constructed for all commercial, industrial, and multi-family residential development on arterial and collector roads unless it is determined by the County Engineer to not be practical or reasonable due to adjacent features, specific type of development, or the potential development of the adjacent property. (3) Refer to Section 7.3.1 for construction details. C. Access to adjacent lands. (1) Access to adjacent unplatted land or development shall be provided by the continuation of the Major Local rights-of-way centered on section or quarter section lines, when possible, to the subdivision boundary. (2) Access to adjacent platted lands shall be provided at selected points, as approved by the County, by extending an existing or proposed street to the subdivision boundary. (3) Gated subdivisions or internal residential pods served by Major local roads are exempt from the requirements in (1) and (2) above. D. Access to adjacent commercial development. Single family residential subdivisions fronting on collector or arterial roads shall provide for interconnection to adjacent non-residential development unless approved by the County Engineer. E. No fence, wall, hedge, shrub, structure or other obstruction to vision, between a height of two and one-half feet and eight feet above the center line grades of the intersecting streets, shall be erected, placed or maintained within a triangle formed by the point of intersection of right-of-way lines abutting a street and/or railroad right-of-way and the points located along the right-of-way lines (use distance in table below) from the point of intersection. Refer to Table 6.11-1 and details in Section 7.3.1
APPLICANT request - Connection to SE 158th Pl is challenging from an engineering standpoint for several reasons: 1. It is one of the lowest areas of the property, approximately 83 feet in elevation. The highest tie in grade on the east side of the property is elevation of 97 feet. Trying to make up 14 feet of grade change within the subdivision considering the property width causes steep yard slopes, stem walls and retaining walls. 2. Connection to SE 158th Pl causes significant stormwater issues. The topography is generally falling from east to west, and per the LDC there is a minimum requirement for soil boring quantity and spacing. Once you size a pond in the depressional area that holds the

pre/post for the subdivision and recovers in 14 days, the required amount of borings forces a few of the borings to be at higher elevations, resulting in a heavy cut condition. This generates more fill, which makes the grading from reason #1 more difficult, but also results in higher seasonal high water level readings on the higher borings. This causes the pond bottom elevation to rise, which also pushes up the pond top of bank. The drainage design for the pond resulted in a pond bottom elevation of 84, and a pond top of 88 to hold the pre/post and recover in 14 days. The connection to SE 158th Pl is at an elevation of 83, rendering it impossible to capture and treat a significant amount of impervious area.

Motion by Steven Cohoon to deny, seconded by Chuck Varadin
Motion carried 5-0

6.2. MSP PID 8009-1274-19 - Minor Site Plan - Waiver Request to Minor Site Plan in Review
Project #2025060058 #32991 Parcel #8009-1274-19
MCA Consulting Engineers, Inc

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 requests a waiver due to no sidewalks existing in this region. Requesting approval to pay fee in lieu of sidewalk construction, sidewalks are warranted.

Motion by Steven Cohoon to approve fee in lieu of sidewalks on Marion Oaks Pass but not SW 60th Ter, seconded by Michael Savage
Motion carried 5-0

6.3. Chitolie Enterprises LLC - Minor Site Plan - Waiver Request to Minor Site Plan in Review
2101 NE 97th Street Rd Anthony
Project #2025060060 #32992 Parcel #14260-000-00
MCA Consulting Engineers, Inc.

LDC 6.8.6 Buffers
CODE states A. It is the intent of this section to eliminate or reduce the negative impacts of the adjacent uses upon each other such that the long term continuance of either use is not threatened by such impacts and the uses may be considered compatible. B. Buffers shall 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. C. Plant species shall be mixed to provide diversity and appeal. D. Buffers may consist of landscaping, buffer walls, fencing, berms, or combinations thereof which work cohesively to achieve the intent of

buffering. E. 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. F. If buffers are required, the length shall be measured along each property line, and shall exclude driveways and other access points. G. No buildings, structures (other than buffer walls or buffer fences), storage of materials, or parking shall be permitted within the buffer area. H. Buffers shall not be located on any portion of an existing or dedicated right-of-way. I. Arrangement of plantings in buffers shall provide maximum protection to adjacent properties, avoid damage to existing trees and plant material, and take mature growing sizes into consideration regarding shade, root damage, and interference with nearby utilities. J. Required buffer types between land uses. (1) Specialized Commerce Districts include a mix of both commercial and industrial land uses, therefore, buffer requirements shall apply only to lots on the perimeter of the district. (2) Buffer installation and maintenance shall be provided concurrently with the development of the more intense land use, with the following deviations: (a) When a new but less intense land use is developed adjoining a pre-existing developed site with a higher intensity use, the new use is subject to providing the required land use buffer.(b) When a new but less intense land use is responsible for providing the required land use buffer, the developer may reduce the required buffer by one buffer type with acknowledgement of the buffer reduction clearly noted on the development plan. (c) The development of an individual single family residence or duplex is exempt from providing the required buffer (3) In interpreting and applying the provisions of buffers, development is classified into categories shown in Table 6.8-1. (4) Table 6.8-2 provides the type of buffer required between a proposed use and an existing use, or in the absence of an existing use.

APPLICANT requests a waiver for Buffer B on the west boundary as client owns the adjoining parcel. The parcel exceeds the buffer width of the buffer and currently has mature trees and vegetation that buffers the parcel and site.

Applicant withdrew

LDC 6.12.12(D) Sidewalk

CODE states at the discretion of the Development Review Committee, in lieu of construction along external streets, the developer may pay a sidewalk fee to the County in an amount necessary to complete construction. This amount shall be determined by the project engineer and approved by the County with payment required prior to final plan approval. The County may use these funds toward the construction of sidewalks throughout the County based on priorities established by the Board.

APPLICANT requests approval to pay fee in lieu of sidewalk construction along NE 19th Street and requests a waiver not to build a sidewalk on NE 98th Street.

Motion by Michael Savage to table until applicant is ready to bring the item back, seconded by Chuck Varadin

Motion carried 5-0

6.4. Scrubs - Minor Site Plan (Waiver to Approved AR32133) - Standalone Waiver Request

16714 S US Hwy 441 Summerfield
Project #2024100054 #33136 Parcel #4716-006-009
Mastroserio Engineering, Inc.

LDC 6.8.6.K (2) Buffers
CODE states (2) B-Type buffer shall consist of a 20-foot wide landscape strip with a buffer wall. The buffer shall contain at least two shade trees and three accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer.
APPLICANT request - The Minor Site Plan was approved with a Type "B" buffer with a wall. A waiver is requested to install a 6-foot-high vinyl opaque fence in lieu of the buffer wall. Discussions with the Landscape reviewer prior to the plan being approved indicated that a fence could be used in lieu of a wall, but due to construction deadlines, the plan was moved forward with a wall to get approval. There is an existing heavily vegetated buffer screen in place. The intent is to remove existing invasive trees & vegetation and fill in any gaps with the required type "B" buffer plantings as shown on the approved plan. See provided photos and Landscape Plan included in waive packet.

Motion by Chuck Varadin to deny with recommendation to the Board of County Commissioners for approval, seconded by Michael Savage
Motion carried 5-0

6.5. Westwood Trails (fka Villa Verde PUD) Improvement Plan - Waiver Request to Improvement Plan in Review
Villa Verde
7875 SW 75th Ave Ocala
Project #2023050058 #32544 Parcel #35461-000-00
Mastroserio Engineering, Inc.

LDC 6.13.3 - Type of Stormwater Management Facilities
CODE states A. Existing public. (1) An adjacent public retention/detention area may be utilized for disposal of runoff generated by an applicant's improvements if it can be proven that capacity is sufficient. (2) A Stormwater Connection Application is required for any connection to or expansion of a County detention/detention area, including but not limiting to drainage retention/detention areas or conveyance systems, not previously designed or permitted to consider the applicant's improvements. (3) If the retention/detention area is still under a maintenance agreement, approval in writing must be received from the maintenance entity, when not the County, stating no objection to the use of the facility. B. Natural. (1) A natural facility may be used without further excavation upon the applicant's submittal of calculations demonstrating the existing capacity is sufficient. (2) Proof of control, ownership or easement for operation and maintenance of the natural facility shall be provided. (3) Runoff from adjacent property, to a natural facility, must be perpetuated to the extent of protecting upland owner interest. C. Proposed public. (1) Retention/detention areas shall have side slopes no steeper than 4:1 (horizontal: vertical) with a minimum berm width of 12 feet stabilized at six percent grade maximum around the entire perimeter of the facility. Side slopes steeper than 4:1

may be allowed with additional accommodations related to public safety, maintenance, and access upon approval by the County Engineer or his designee. (2) Stormwater management systems servicing a public development shall be owned and maintained by Marion County. They may be privately owned and maintained, upon approval by the County Engineer and granting of an easement to Marion County, minimally allowing but not obligating, emergency maintenance, as well as access to, drainage of, conveyance of, and storage of stormwater. (3) If fencing is used, it shall be per the County Fence Detail found in Section 7.3.1 Transportation and Stormwater details. (4) The bottom of all dry water retention areas shall have appropriate vegetative cover. (5) A retention/detention area that is adjacent to a public right-of-way shall be constructed to be aesthetically pleasing with curvilinear form and shall be landscaped with a mixed plant pallet meeting Marion-friendly landscaping standards minimally consisting of four shade trees and 200 square feet of landscaping comprised of shrubs and/or groundcover for every 100 lineal feet of frontage or fractional part thereof, or, in the case of a wet facility, a littoral zone meeting the governing water management district criteria. The proposed landscaping shall be arranged to provide ease of maintenance and screening of stormwater structures. D. Proposed private. (1) Residential subdivisions. Retention/detention areas shall have side slopes no steeper than 4:1 (horizontal: vertical) with a minimum berm width of 12 feet stabilized at six percent grade maximum around the entire perimeter of the facility. Side slopes steeper than 4:1 may be allowed with additional accommodations related to public safety, maintenance, and access upon approval by the County Engineer or his designee. (2) Commercial lots or subdivisions. Retention/detention areas shall be designed with a minimum berm width of 5 feet stabilized at six percent grade maximum around the entire perimeter of the facility and side slopes: (a) No steeper than 4:1 (horizontal: vertical); or (b) Steeper than 4:1 with an access path provided to the bottom of the facility at a slope of no steeper than 3:1; or (c) As vertical walls with a structural detail for the wall design provided, adhering to Florida Building Code, an access path provided to the bottom of the facility at a slope of no steeper than 3:1, and an appropriate barrier provided when adjacent to vehicular paths and parking areas (3)The bottom of all dry water retention areas shall have appropriate vegetative cover. (4) A retention/detention area that is adjacent to a public right-of-way shall be constructed to be aesthetically pleasing with curvilinear form and shall be landscaped with a mixed plant pallet meeting Marion-friendly landscaping standards minimally consisting of four shade trees and 200 square feet of landscaping comprised of shrubs and/or groundcover for every 100 lineal feet of frontage or fractional part thereof, or, in the case of a wet facility, a littoral zone meeting the governing water management district criteria. The proposed landscaping shall be arranged to provide ease of maintenance and screening of stormwater structures.

APPLICANT requests a waiver to reduce DRA 2 berm width from 12 feet wide to 8 feet wide with a 6% cross slope. This allows us to provide a 6 feet depth in the pond. DRA 1 will be constructed with a 12-foot berm with a 6% cross slope. Both DRAs are privately owned and maintained.

Motion by Steven Cohoon to approve the waiver request all the way down to 5 feet, if necessary, seconded by Tony Cunningham

Motion carried 4-0

LDC 2.12.8 - Current Boundary and Topographic Survey

CODE states Current boundary and topographic survey (one foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.
APPLICANT request to reaffirm the waiver approved with the preliminary plat on June 3, 2025, to use the survey submitted. No changes have been made to the site.

Motion by Steven Cohoon to approve, seconded by Ken McCann
Motion carried 4-0

LDC 2.21.4 - Construction, Completion, and Close Out

CODE states A. Major Site Plans shall be valid for two years with a one-time extension of one year if requested in writing by the applicant and approved by DRC. B. If connection to any stormwater facility which is public or will become public is proposed, the applicant is required to provide for the inspection of the surface water management system by a appropriately licensed design professional to assure that the system is properly constructed and maintained. The inspection shall occur within 30 days of project completion. The County shall be copied on all inspection reports required by the governing Water Management District permit for operation and maintenance. C. The development of any improvements made pursuant to an approved Major Site Plan shall be inspected and approved by the Office of the County Engineer prior to the issuance of a Certificate of Occupancy. D. The applicant shall notify the Office of the County Engineer for onsite improvement work 72 hours prior to commencing construction. E. All improvements shall be constructed in accordance with approved plans. F. As-Built Submittal. (1) Two sets of As Built/Record Survey signed and sealed by a Professional Surveyor and Mapper meeting standards set forth in Ch. 5J-17 FAC shall be submitted prior to final inspection along with a digital version of the survey in a format pre-approved by the Office of the County Engineer (2) Inspection and material testing of all improvements shall be submitted in one report with the As-Built/Record Survey. G. Certification of Final Completion. When all required improvements have been constructed, the applicant shall so advise the Office of the County Engineer and submit a request for final inspection with a certification of final completion. The certification form is available at the Office of the County Engineer. After all work is completed, inspected, and accepted by the County, a letter of completion will be issued to the applicant. H. Execute utility easement agreements prior to certification of final completion.
APPLICANT requests to allow the commencement of construction prior to improvement plan approval and approve early site work permit. Only earthwork is requested with this waiver and this construction is at the developer's risk.

Motion by Chuck Varadin to approve conditioned on tree protection mitigation provided before any clearing is done and environmental assessment is brought up to date, seconded by Ken McCann
Motion carried 5-0

6.6. Firestone Ocala Freedom - Major Site Plan - Waiver Request to a Major Site Plan in Review
Project #2024090064 #32039 Parcel #35699-006-06
Common Oak Engineering, LLC

LDC 6.13.2.A(3) - Stormwater Management - Minimum Requirements
CODE states the location and design parameters for all retention/detention areas including: (a) Dimensions or coordinates for constructability. (b) Cross sections, to scale, along the width and length of each pond, showing the design high water elevation, estimated seasonal high water elevation, pond top elevation, pond bottom elevation, side slope steepness, maintenance berm width, sod stabilization of the pond side slopes, and appropriate vegetative cover on the pond bottom. A typical cross section can be used instead when sufficient information is shown on the plan view which minimally includes pond width and length call outs as measured at the pond's top and bottom elevations. (c) Soil boring location with labels.
APPLICANT request - we are seeking this waiver to allow the two pond bottoms to either be sodded or seeded.

Motion by Michael Savage to approve the sodding of the pond bottom but not the seeding of the pond bottom, seconded by Chuck Varadin
Motion carried 5-0

6.7. 8009-1279-19 Fourplex WM Ext (Oak Villas III - Minor Site Plan) - Waiver Request to Minor Site Plan in Review
Project #2025050021 #32971 Parcel #8009-1279-19
Cycorp Engineering, Inc.

LDC 6.12.12 Sidewalks
CODE states A. Sidewalks shall be provided in the Urban Area, Rural Activity Centers, and Specialized Commerce Districts along arterial, collector, and major local streets where these streets adjoin the project and minimally along one side of the internal streets. Sidewalks shall be constructed with all-weather surfaces and shall meet Americans with Disabilities Act, Florida Building Code, and FDOT Design Standards. B. Sidewalks outside the right-of-way and independent of the street system are encouraged as an alternative to sidewalks parallel to a roadway, provided equivalent pedestrian needs are met. C. The sidewalk system shall provide connectivity between existing and proposed developments. D. At the discretion of the Development Review Committee, in lieu of construction along external streets, the developer may pay a sidewalk fee to the County in an amount necessary to complete construction. This amount shall be determined by the project engineer and approved by the County with payment required prior to final plan approval. The County may use these funds toward the construction of sidewalks throughout the County based on priorities established by the Board.
APPLICANT requests a waiver for the requirement to install a sidewalk along the front of the property. Given the limited scope of the project and the existing character of the street, which lacks sidewalks, we believe at this location it would be inconsistent and unnecessary.

Motion by Michael Savage to approve, seconded by Chuck Varadin
Motion carried 5-0

6.8. Stanton Weirsdale Drainage Retention Area - Waiver Request to Major Site Plan
Project #2025080017 #33178 Parcel #49794-000-00
NV5, Inc.

LDC 6.8.6.(J) Buffers
CODE states Required buffer types between land uses. (1) Specialized Commerce Districts include a mix of both commercial and industrial land uses, therefore, buffer requirements shall apply only to lots on the perimeter of the district. (2) Buffer installation and maintenance shall be provided concurrently with the development of the more intense land use, with the following deviations:(a) When a new but less intense land use is developed adjoining a pre-existing developed site with a higher intensity use, the new use is subject to providing the required land use buffer. (b) When a new but less intense land use is responsible for providing the required land use buffer, the developer may reduce the required buffer by one buffer type with acknowledgement of the buffer reduction clearly noted on the development plan. (c) The development of an individual single family residence or duplex is exempt from providing the required buffer (3) In interpreting and applying the provisions of buffers, development is classified into categories shown in Table 6.8. -1.
APPLICANT - County is requesting total relief from buffer requirements for this site. The proposed drainage retention area is a retrofit within an existing neighborhood with no stormwater management system. The site is remote and has no water available for irrigation. Additionally, the required buffers unnecessarily increase the construction costs and long-term maintenance costs of the project.

Motion by Chuck Varadin to deny with recommendation to the Board of County Commissioners for approval of the proposed plan, seconded by Tony Cunningham; Opposed by Steven Cohoon due to the one condition
Motion carried 4-1

6.9. West Mini Farms - Agricultural Lot Split - Waiver Request to a Major Site Plan
Project #2025050076 #33131 Parcel #34979-000-00
Tillman & Associates Engineering, LLC

Per the Office of the County Attorney and Office of the County Engineer, the prior motion and order approving the waiver of MSBU is illegal and must be reheard and redetermined.

Motion by Tony Cunningham to rehear, seconded by Chuck Varadin
Motion carried 4-0

Motion by Chuck Varadin to vacate motion from August 4, 2025, seconded by Tony Cunningham
Motion carried 4-0

Approved, 8-18-25

LDC 2.16.1.B(8)(g) - County MSBU
CODE states A County MSBU shall be established for the maintenance of the improvements created by this division prior to final approval and recordation. A waiver to this provision may only be granted by the Board upon review and recommendation by the DRC.
APPLICANT requests a waiver to allow a Property Owner's Association be created for the maintenance of roads and drainage in lieu of the MSBU.

Motion by Steven Cohoon to deny, seconded by Chuck Varadin
Motion carried 5-0

6.10. Tribble Family Pool - Waiver Request to Major Site Plan
Deer Path Estates Phase 2
Project #2025070093 #33147 Parcel # 3188-039-000
Terry H. Tribble

LDC 2.21.1.A - 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 a waiver to a Major Site Plan for a pool and deck. The site will be over the allowed 3,600 square feet per the Deer Path Estates Phase 2 Improvement Plan. The proposed amount of impervious being added to the site is 639 square feet.

Motion by Chuck Varadin to approve the waiver subject to 1. The applicant providing controls for the excess run-off generated by the 100-year 24-hour storm, 2. A permit hold will be in effect until a sketch of the controls is provided and approved by stormwater department, 3. A final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection, seconded by Tony Cunningham
Motion carried 5-0

6.11. 9961 SW 39th Terrace Ocala FL - Waiver Request to Major Site Plan
9961 SW 39th Ter Ocala
Project #2025060040 #32968
Parcel #3507-009-022 Permit #2025060048
Edwin Tejada

This item was heard on July 7, 2025. There was a motion to not reconsider. The applicant has worked with the necessary departments and is requesting to be reheard.

Motion by Michael Savage to rehear, seconded by Ken McCann
Motion carried 5-0

LDC 2.21.1.A 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 request - I would like to extend my existing driveway to the start of my vinyl fence.

Motion by Steven Cohoon to approve the waiver subject to 1. The applicant providing controls for the excess run-off generated by the 100-year 24-hour storm, 2. A permit hold will be in effect until a sketch of the controls is provided and approved by stormwater department, 3. (a) a final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection, seconded by Tony Cunningham
Motion carried 5-0

6.12. Carriage Trail - Unit 1 - Tract F - Application to Release Easement Across 1' Strip
Plat Book I, Page 139
Seth McBride and Karly McBride

This is a request for the release of an easement across a 1' strip of land (a portion of Parcel ID 36659-001-00). The legal description for this parcel includes Tract F of Carriage Trail - Unit 1, Plat Book I, Page 139. The release is for Tract F which is adjacent to the Applicant's parcel (Parcel ID 36659-001-00).

Motion by Steven Cohoon to deny, seconded by Chuck Varadin
Motion carried 5-0

7. CONCEPTUAL REVIEW ITEMS: NONE

8. DISCUSSION ITEMS: NONE

9. OTHER ITEMS: NONE

Motion by Tony Cunningham to adjourn, seconded by Chuck Varadin
Motion Carried 5-0

10. ADJOURN: 11:20 AM

See page 10

Michael Savage, Chairman

Attest:

Kelly Hathaway
Development Review Coordinator

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20403 **Agenda Date:** 9/3/2025 **Agenda No.:** 14.4.5.

SUBJECT:
Land Development Regulation Committee - July 16, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Land Development Regulation Committee - July 16, 2025.

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
None, information only.

The Marion County Land Development Regulation Commission met on July 16, 2025, 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

Rebecca Brinkley called roll, and the quorum was confirmed.
Board members present were Chairman David Tillman, Christopher Howson, Richard Busche, Robert Stepp, Jonny Heath, and Erica Larson.

Chairman David Tillman led the Pledge of Allegiance.

Staff members present were Assistant County Attorney Dana Olesky, Growth Services Director Chuck Varadin, Growth Services Deputy Director Ken Weyrauch, Planner Erik Kramer, Development Review Coordinator Elizabeth Madeloni, Parks and Recreation Director Jim Couillard, Project Assistant & Certified Arborist Susan Heyen, and Staff Assistant Rebecca Brinkley.

There were members of the public present.

ACKNOWLEDGEMENT OF PROOF OF PUBLICATION

Rebecca Brinkley read the Proof of Publication and advised that the meeting was properly advertised.

1. ADOPT THE FOLLOWING MINUTES

Robert Stepp made a motion to adopt the minutes from the July 2, 2025, meeting. The motion was seconded by Erica Larson. The motion passed unanimously (6-0).

2. SCHEDULED ITEMS

2.1 Discussion for Proposed Marion County Land Development Code (LDC) Amendments to Review and Update Section 4.2.2 General Requirements for all Agricultural Classifications

Ken Weyrauch, Growth Services Deputy Director, opened the discussion regarding this item.

LDRC Board Members voiced their recommendations and comments regarding the current language.

Richard Busche made a motion to change the language in Section 4.2.2 (D) from 30 feet to 50 feet. Motion was seconded by Christopher Howson. Motion passed unanimously (6-0).

These updates will finalize the board's recommendations, and this item will be moved to a public hearing. Public Hearing date to be set. Richard Busche made a motion to adopt changes and to proceed to public hearing. Motion was seconded by Christopher Howson. Motion passed unanimously (6-0).

2.2 Discussion for Proposed Marion County Land Development Code (LDC) Amendments to Review and Update Article 1, Division 2 Definitions

Jim Couillard, Parks and Recreation Director, opened the discussion regarding this item.

LDRC Board Members voiced their recommendations and comments regarding the current language.

Jim Couillard noted items that need to be followed up on. The Board agreed that more discussion on the language was needed. Mr. Couillard will make edits to the verbiage and bring the item back to a future workshop.

2.3 Discussion for Proposed Marion County Land Development Code (LDC) Amendments to Review and Update Article 6 Division 7 Tree Protection and Replacement

Jim Couillard, Parks and Recreation Director, opened the discussion regarding this item.

LDRC Board Members voiced their recommendations and comments regarding the current language.

The Board Chair allowed public comment:

Todd Rudnianyn, 2441 NE 3rd Street, Suite 201, Ocala, FL 34470

- Opposed - Stated he does not think the removal of trees should be able to dictate the ability of the landowner to change land use/zoning for 5 years as proposed in Section 6.7.2 (C). Feels certain types of land use/zoning should be exempt from Section 6.7.2 (C). Stated the proposed language of 5 years in Section 6.7.2 (C) is too long of a time frame. Feels the proposed language in Section 6.7.2 (C) could lead to people cutting trees prematurely.

Davis Dinkins, 125 NE 1st Avenue, Suite 2, Ocala, FL 34470

- Opposed - Asked about the origin of issues prompting the updates to Section 6.7.2. Noted ongoing difficulty developers face in meeting tree-related criteria as is. Sought clarification on 6.7.2 (J), specifically whether evaluation by a

licensed arborist is required. Stated that the proposed language for Division 7 appears to be significantly more restrictive. Asked whether comment submission would be allowed prior to the next meeting.

The Chair closed Public comment.

Jonny Heath made a motion to change the language in Section 6.7.2, Exceptions C, to reduce the specified term from 5 years to 2 years. Motion was seconded by Christopher Howson. Motion passed (3-2 with Richard Busche and Robert Stepp dissenting). Dana Olesky, Assistant County Attorney, informed the board that Erica Larson could not vote as the alternate when a quorum of board members was present.

Robert Stepp made a motion to add language to Section 6.7.2 (F) to match Section 6.7.2 (H) regarding jurisdiction. Motion seconded by Richard Busche. Motion passed unanimously (5-0).

Jim Couillard noted items that need to be followed up on. The Board agreed that more discussion on the language was needed. Mr. Couillard will make edits to the verbiage and bring the item back to a future workshop.

3. NEW BUSINESS

3.1 Discussion Regarding Removal of James Stockton III from the LDRC Board Due to Nonattendance

Chairman David Tillman opened the discussion regarding this item.

LDRC Board Members voiced their recommendations and comments.

Robert Stepp made a motion to proceed with the process of removing James Stockton III from the board. Motion was seconded by Richard Busche. Motion passed unanimously (6-0).

3.2 Upcoming Meeting Dates and Changes to Legal Ad Procedures

Dana Olesky, Assistant County Attorney, opened the discussion regarding this item.

LDRC Board Members voiced their recommendations and comments.

This item will be brought back to the next LDRC workshop as an agenda item.

ADJOURNMENT

The meeting adjourned at 7:03 p.m.

David Tillman, Chairman

Attest:

Rebecca Brinkley, Staff Assistant IV

Land Development Regulation Commission Attendance Report

2025		January 15	February 5	February 19	March 5	March 19 – No Quorum	March 26	April 2	April 16	May 7	May 21 – PH & WS	June 4	June 18	July 2	July 16	July 23 – PH	August 6	August 20	September 3	September 17	October 1	October 16	November 5	November 19	December 3	December 17
Chris Howson	Board Member	X	X		X	-	X	X	X	X		X	X	X	X											
James Stockton, III	Board Member					-																				
Gene Losito	Board Member	X			X	-	X	X	X		X		X	X												
Jonny Heath	Board Member		X	X	X	-					X				X											
Richard Busche	Board Member	X	X	X	X	-	X	X	X		X			X	X											
Robert Stepp	Board Member		X	X	X	-	X		X			X			X											
David Tillman	Board Member	X	X	X	X	-	X	X		X	X	X		X	X											
*Erica Larson	Alternate	X		X	X	-	X	X		X		X	X		X											

X Present

- N/A

Updated 07-16-25 rb

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20405 **Agenda Date:** 9/3/2025 **Agenda No.:** 14.4.6.

SUBJECT:
License Review Board - July 8, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
License Review Board - July 8, 2025.

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
None, information only.

Marion County
Board of County Commissioners
Building Safety ▪ Licensing
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2400
buildinglicensing@marionfl.org

Marion County License Review Board
Minutes
July 8, 2025

The monthly meeting of the Marion County License Review Board was held at the Growth Management Building, 2710 E. Silver Springs Blvd., Ocala, FL 34470.

The Chairman called the meeting to order at 5:30 pm. An official recording of the meeting was made by the Marion County Building Safety Department with BIS recording software.

1. ***INVOCATION***

2. ***PLEDGE OF ALLEGIANCE***

3. ***ROLL CALL***:
Board members present were: Lee Kitzmiller, Jeremiah Bennett, Fawn Singletary, James Duryea, Roger Sandor, John Michael Gartner Jr., Zachary Curry

Alternates – Charles Stokes

Board members absent were: Alan O'Cull

Also attending: Antoinette Monticello, Marion County Board Secretary; Ryan Arbuckle, Marion County Supervisor of Licensing & Investigations, Michael Savage, Director for Marion County Building Department; Valdoson Shealy, Assistant County Attorney for Marion County.

4. ***ADOPTION OF MINUTES FROM PREVIOUS MEETING:***

James Duryea moves to adopt June 10, 2025 minutes. Roger Sandor seconds. All in favor. The motion passed unanimously.

5. ***LICENSE REVIEW OF CONTRACTORS:***

Incoming Contractors through Letter of Reciprocity:

James Duryea moves to accept list of applicants for reciprocity as presented on agenda. Roger Sandor seconds. All in favor. The motion passed unanimously.

Applicants to take G.I.T.S Exam:

James Duryea moves to accept list of applicants for exam as presented on agenda. Roger Sandor seconds All in favor. The motion passed unanimously

6. ***LIENS FOR UNLICENSED & LICENSED CONTRACTORS:***

James Duryea moves to accept list of liens to be issued as presented on agenda. Roger Sandor seconds. All in favor. The motion passed unanimously

7. ***OLD BUSINESS:*** None.

8. ***NEW BUSINESS:***

LRB 2025-3 Robert Wilson v. Toby Allen Young / Toby Young Contracting LLC

Toby Allen Young / Toby Young Contracting LLC settled case prior to the meeting.
It is the Board's decision to remove case from the docket.

9. ***OTHER BUSINESS:***

The meeting adjourned at approx. 5:35 PM.

The next scheduled meeting will be Tuesday, August 12th, 2025 at 5:30 PM.

10. ***NOTATION FOR RECORD:*** None.

11. ***PUBLIC COMMENT:*** None.

Respectfully submitted,

Lee Kitzmiller / Chair

James Duryea for Lee Kitzmiller.

Antoinette Monticello / Secretary

cc: Marion County Board of County Commissioners - Assistant County Attorney
Marion County Board of County Commissioners Record Clerk

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20408 **Agenda Date:** 9/3/2025 **Agenda No.:** 14.4.7.

SUBJECT:
Tourist Development Council - June 26, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Tourist Development Council - June 26, 2025.

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
None, information only.

Tourist Development Council Regular Meeting

Ocala/Marion County Visitor & Convention Bureau

109 W Silver Springs Blvd.

Ocala, FL 34475

Thursday, June 26 2025

9:00 a.m.

The regularly scheduled meeting for the Tourist Development Council was held both in person and via TEAMS.

Mr. Rus Adams read into the record, members of the public are advised that this meeting/hearing is a public proceeding, and the clerk to the board is making an audio recording of the proceedings, and all statements made during the proceedings, which recording will be a public record, subject to disclosure under the public records law of Florida. Be aware, however, that the audio recording may not satisfy the requirement for a verbatim transcript of the proceedings, described in the notice of this meeting, in the event you desire to appeal any decision adopted in this proceeding.

Roll Call

Present:

Jeff Bailey, Jason Reynolds, Commissioner Ron Livsey, Councilmember Barry Mansfield, Victoria Billig, Rus Adams, Christopher Fernandez, Danny Gaekwad

Staff:

Loretta Shaffer, Sky Wheeler, DeeDee Busbee, Bryan Day, Corry Locke, Heidi Villagomez, Coleen Robinson, Candace Shelton, Samantha Solomon

Guests:

Trevor Smith, Austin Cotter; Canyons Inc., Tammy McCann; Marion County Tax Collectors Office, Evelyn Morales; Hampton Inn & Suites, Manish Chaudhari; Holiday Inn Hotel & Suites Ocala, Alexis

Notice of Publication

Notice was published on the County Website on December 27, 2024 and subsequently updated to include Teams information on March 13, 2025.

Approval of Minutes

Christopher Fernandez in at 9:03 am

A motion was made by Councilmember Barry Mansfield, seconded by Mr. Danny Gaekwad, to adopt the minutes from the May 21, 2025 Tourist Development Council Meeting as presented. The motion was unanimously approved by the council (7-0).

Acknowledgment of Financials – May 2025

Mr. Danny Gaekwad inquired to the Tourist Development Council (TDC) as to if the council members had read through the Expenditure Status Report and Revenue Status Report for May 2025. Mr. Gaekwad noted that he had not had the opportunity to read through the financial reports and inquired to Ms. Loretta Shaffer, Tourism Director, as to if there were any items in the financial statement which were unusual.

Ms. Shaffer advised there was nothing unusual.

Mr. Rus Adams interjected and inquired as to whether there was any discussion to be had regarding the May 2025 Financials.

A motion was made by Mr. Danny Gaekwad, seconded by Councilmember Barry Mansfield, to review and approve May 2025 Financials. The motion was unanimously approved by the council (7-0).

Report from Chair

Presentation – Florida Sports Foundation (FSF) Award – FAST – Sports Tourism Venue of the Year Mid-Sized Market

Mr. Rus Adams deferred to Mr. Corry Locke to present on the FSF award.

Mr. Locke shared that at the recent Florida Sports Foundation meeting, he nominated the Florida Aquatics Swimming & Training (FAST) facility for the 'venue of the year for midsize markets' award. FAST was selected as the recipient of the award, competing against numerous venues across the state. Mr. Locke accepted the award on behalf of FAST and noted that staff is working to issue a proclamation recognizing this significant achievement at a future Board of County Commissioners meeting.

Mr. Adams acknowledged the award and displayed the plaque to the Council.

Mr. Danny Gaekwad commended the achievement, stating that the Council should recognize FAST's success, noting the award is highly competitive and difficult to attain.

Mr. Adams added that the facility continues to grow in response to its success, sharing that FAST is currently expanding its parking lot for the second time since opening.

Funding Requests

Mr. Adams transitioned to funding requests for Fiscal Year 2025 and deferred to Mr. Corry Locke.

Mr. Locke reported that there were no funding requests submitted for this meeting.

Mr. Gaekwad remarked that the absence of requests may be due to stricter oversight at the directive of Ms. Shaffer.

Ms. Shaffer responded that her upcoming update would provide context regarding the current status of funding programs.

Mr. Adams requested that Ms. Shaffer move on to the staff updates.

Staff Updates

Funding Program Updates

Ms. Shaffer shared that the updated funding programs, discussed extensively during the previous TDC meeting, have undergone all necessary refinements. The resolution along with the updated funding programs are scheduled to go before the Board of County Commissioners on July 1, 2025. Ms. Shaffer advised one-on-one meetings with each Commissioner have been completed to ensure their familiarity and alignment with the proposed changes. Ms. Shaffer noted that the sales team is fully prepared to move forward with implementation of the revised funding programs once the resolution is approved.

Mr. Adams commended the staff's responsiveness, noting that within five days of the last meeting, they were prepared to discuss the revisions to the funding programs with him. He extended his appreciation to staff members Ms. Sky Wheeler, Mr. Corry Locke, and Ms. Dana Olesky, Chief Assistant County Attorney, for their prompt action and thorough coordination.

Legislative Update

Ms. Shaffer then provided a legislative update. She reported that the Florida legislative session had concluded and the state budget had passed, which included a tax package. A proposal to

divert tourism tax revenue toward public-private projects did not pass this session. Ms. Shaffer noted however, that two relevant provisions were made to state statutes: one allowing for an expansion in lifeguard funding which does not apply to Marion County, as it pertains to regions bordering the Gulf of America or the Atlantic, and another authorizing infrastructure spending in fiscally constrained counties—of which Marion is not one. Ms. Shaffer cautioned that these discussions may resurface in future sessions but expressed optimism that staff can now shift focus back to core initiatives.

City of Ocala Vision 2050/Tourism Placemaking and Feasibility Update

Ms. Shaffer turned the discussion to the City of Ocala Vision 2050/Tourism Placemaking and Feasibility Update. Ms. Shaffer advised that the City of Ocala has met with Hunden Partners and the Ocala/Marion County Visitors and Convention Bureau staff regarding the 2050 plan and the Hunden report. Ms. Shaffer commended the City of Ocala for their efforts. She noted the City's Growth Services team has played an instrumental role and is expected to conclude its portion of the 2050 plan by late summer or early fall. Ms. Shaffer emphasized that the working relationship between the City of Ocala, Hunden, and Marion County remains strong and aligned as efforts continue to refine and finalize the plan to be presented to the TDC at a later date.

Mr. Jeff Bailey asked whether any of the areas identified by Hunden in their analysis conflicted with the City of Ocala's 2050 plan.

Ms. Shaffer explained that only a few specific parcels required closer review. These areas were not excluded but are being further evaluated to ensure alignment with the City of Ocala's broader planning objectives. She shared that a joint call with Hunden and City of Ocala staff is scheduled for the following week to examine the parcels in more detail. Overall, the City has responded positively to the proposed concepts. Ms. Shaffer acknowledged the City's extensive planning efforts, particularly downtown.

TDC Meeting Dates

Ms. Shaffer directed the Council's attention to the meeting calendar provided at their seats. She noted that there would be no meeting in July, which is typical due to budget cycles and travel. She highlighted the August meeting which is scheduled for Wednesday, August 20, 2025. Ms. Shaffer emphasized the importance of the August meeting, which will include presentations on the five-year tourism projection, the long-range tourism plan with associated goals, and the proposed media plan for Fiscal Year 2025–2026. She requested that Council members make every effort to attend and notify the staff of any conflicts.

Ms. Sky Wheeler added that the traditional Thursday meeting date was unavailable due to a scheduling conflict with the Florida Governor's Conference on Tourism and reiterated the significance of the August 20 meeting.

Mr. Jeff Bailey asked for the location of this year's Governor's Conference.

Ms. Wheeler and Ms. Shaffer confirmed that it will be held at ChampionsGate.

Ms. Shaffer continued with an overview of the remainder of the calendar. She stated that meetings in September, October, and November will return to the regular schedule. December has been designated as the Ocala/Marion County Visitor and Convention Bureau's Annual Meeting, which will be held at World Equestrian Center at 9:00 a.m. She encouraged members to mark their calendars and shared that the event will feature special guests, including the presidents of Destinations International and Visit Florida. The annual meeting will serve as a celebration of the Council's achievements and showcase the contributions of its members. Ms. Shaffer transitioned to the collections data update, commenting that the team was "moving like freight trains" with their progress in the meeting. She then deferred to Ms. Wheeler for her presentation on collections, Smith Travel Research (STR) data, and Key Data metrics. Ms. Shaffer also expressed her appreciation to Ms. Tammy McCann for attending and for the ongoing efforts of the Marion County Tax Collector's Office. She commended their work in promoting fairness and equity across Marion County.

TDT Collections/STR and Key Data Update

Ms. Wheeler reiterated that Ms. Tammy McCann, Deputy Tax Collector, will be attending all future TDC meetings, as while Ms. Wheeler is able to provide reports to the Council, Ms. McCann is able to provide additional nuance when necessary.

Ms. Sky Wheeler provided an overview of the most recent collections data, which totaled $955,276.16. She noted that due to a transition in reporting platforms facilitated by the Tax Collector's Office and Deckard Technologies, two months of data have been grouped together for more accurate reflection. She reminded the council that the change in reporting platforms had been discussed in previous TDC meetings by Ms. McCann and Mr. George Albright, Marion County Tax Collector. Ms. Wheeler noted that the collections being reported may not have been actually collected during the time period being referenced but are the most recent data available since the platforms have been updated. The combined total amount reported across April and May was $1,249,947.45, representing a $53,551.51 increase over the same period in fiscal year 2024, which represented an increase of 4.48%. Year-to-date, collections are up 16.04% compared to the previous fiscal year.

Mr. Gaekwad inquired as to whether the increase was due to a large concert held in Marion County during the reporting period.

Ms. Wheeler explained that the dramatic increase is primarily due to the reconciliation of reporting data from the previous platform. She acknowledged that the concert had impacted the data that would be presented in the STR report. Ms. Wheeler advised that occupancy data was available, which was indicative of higher occupancy during the Rock the Country concert however, the data may have also been impacted by Speedo Sectionals which had been hosted by FAST in May during the prior year but had been moved to June for the 2025 event. Ms. Wheeler continued with the presentation calling attention to notes that had been added to the report. Ms. Wheeler advised the notes exist in the report to provide context when the report is being reviewed aside from the presentation and a stand-alone document so readers are able to better understand the report. She likened this to notes being added to a report indicating a hurricane event had occurred in Marion County which resulted in an unusual uptick in travel to provide additional context to the report. Ms. Wheeler inquired if the councilmembers had any questions which could either be directed to her or Ms. Tammy McCann.

Mr. Bailey observed that the County appears to be on pace for a strong fiscal year in terms of collections.

Mr. Gaekwad inquired as to how much collections had increased since the previous year.

Ms. Wheeler reiterated that there had been a 16.04% increase, attributing the rise to higher average daily rates.

Ms. Wheeler continued with Smith Travel Research (STR) data for May in Marion County. Occupancy was reported at 52.4%, a 4.7% year-over-year decrease, attributed to a dip following Mother's Day and the rescheduling of the Speedo Sectionals swim meet. Average daily rate (ADR) increased to $122.79, a 9.9% year-over-year increase, and Revenue per Available Room (RevPAR) was $64.40, up 4.7% from the previous year. For the running 12 months, occupancy was up 4.2% ADR was up 6.8% and RevPAR was up 11.3%.

Statewide data from Visit Florida showed occupancy at 67.8%, down 1% for the state, ADR at $190.37, up 2.9%, and RevPAR at $129.02, up 1.9%.

Ms. Wheeler then presented on key data for short term rentals in Marion County. She noted that the technology platform used to gather this data should not be confused with the platform used by Ms. McCann and her team at the Tax Collectors Office. The platform used for the key data report is a monitoring platform, while the one used by the Tax Collector's Office is a compliance platform. Ms. Wheeler reported that key data metrics for short-term rentals in

Marion County reflected a 41% occupancy rate, which is a 5% increase over the previous year. ADR was $146, a slight increase of $1 since the previous year.

Mr. Gaekwad asked for confirmation of if the data being presented was for Ocala.

Ms. Wheeler advised the data presented represented short-term rentals in Marion County. Ms. Wheeler further noted the 41% occupancy rate was atypical, as the number of short-term rentals available typically increases; however, during this period the number of short-term rentals available had decreased. RevPAR had not changed when compared to last year at $42. The number of nights available was 3103, a 0.23% decrease. Ms. Wheeler noted this was the first month where there had been a decrease in the number of nights available since the data had been being tracked.

For the running 12-months, short-term rental occupancy was down 4%, ADR was up 2% which Ms. Wheeler noted was also an anomaly as previously when more short-term rentals appeared online the rates typically become more competitive and decrease. RevPAR was down 2%, and available nights increased 9%. Ms. Wheeler advised nights available had previously been increasing in the extreme double digits. She attributed the slight increase to the efforts of the Tax Collector's Office. Ms. Wheeler welcomed any questions and extended the opportunity for councilmembers to meet with her to review the data.

Ms. Shaffer invited Ms. Tammy McCann to add commentary as appropriate.

Ms. McCann advised that data related to the "Rock the Country" event would be reflected in the next reporting cycle, as remittances were due by June 30. She noted that the data reported by Ms. Wheeler was indicative of delays caused by the changes in platforms being used by the Tax Collector's Office. Ms. McCann further noted that there has been an increase in the number of short tern rentals on the platform and that many owners had been unaware of the platform despite it being in use since 2004. She reported that since the May 21st TDC meeting, 167 new accounts have been added, bringing the total to 934 active accounts, which includes hotels and short-term rentals. Ms. McCann noted that many seasonal owners have placed accounts on hold until, October, November or December as they do not offer rentals during the summertime.

Mr. Bailey inquired as to the number of accounts added since the beginning of the year

Ms. McCann advised there had been 403 accounts added since engaging with Deckard, also referred to as "RentalScape". She explained that RentalScape operates by scraping data to identify and bring properties into compliance. She further advised that Deckard Technologies, the parent company to RentalScape, had projected 675 accounts would be added for the yearly contract and has been effective in reaching the projected figures. Ms. McCann advised Marion

County will be spotlighted at the upcoming Florida Tourist Development Tax Association (FTDTA) conference for its progress in short-term rental compliance at the request of Deckard Technologies. She noted she had previously provided Deckard with data but would provide additional data as the conference nears to reflect increased numbers.

Mr. Bailey inquired as to whether a ROI had been determined so the department is aware of what is being collected as a result of implementing the platform.

Ms. McCann confirmed that an ROI had been determined. She added that Deckard Technologies is now on its third distribution of compliance letters to property owners. She invited additional questions from the council and advised she would return with updates monthly.

Mr. Gaekwad expressed appreciation for the detailed reporting and thanked Ms. McCann for attending.

Ms. Wheeler commended Ms. McCann for connecting individuals with the Ocala/Marion County Visitors and Convention Bureau team when they have questions in regards to the benefits of the Tourist Development Tax. Ms. Wheeler shared a recent success story involving a short-term rental owner who initially had concerns but, after ongoing communication, became highly engaged and supportive. The individual now receives TDC agendas, has reviewed the long-range tourism plan, and is enthusiastic about the available funding programs. Ms. Wheeler emphasized that once property owners understand both their responsibilities and the benefits, it often leads to a more positive and collaborative relationship. She also noted the importance of Ms. Candace Shelton's role in community and industry relations. Ms. Shelton assists property owners by showing them how to use tourism resources to their advantage, such as navigating the website, displaying vacation guides in rentals, and promoting local offerings through the supported app.

Mr. Bailey added that as owners become more engaged, they can adopt more advanced strategies like dynamic pricing, ultimately improving profitability.

Ms. Shaffer praised the collaborative work, noting the impact of these efforts, and then introduced Mr. Locke to provide an update from the sales team, including an overview of the TDC event calendar and upcoming summer activities.

TDC Events Calendar

Mr. Locke presented the Patriotic Skies 4th of July event, which he noted would be occurring the following Friday beginning at 6:00 pm and welcomed the TDC members to attend. He advised

there would be a VIP section available in the heart of the park near the Ocala Main Street building. Mr. Locke encouraged interested members to contact him to be added to the VIP list.

Mr. Locke then shared details about the Babe Ruth and Cal Ripken Baseball World Series. He noted it would be the first time Marion County had hosted the 16-18-year-old divisions and the 5th year they had hosted the 8u division. Mr. Locke advised the event is anticipated to host 22-25 teams with 18 teams, being in the 16-18-year-old division. Mr. Locke emphasized that there would be a strong international presence at the event, pending visa approvals with teams coming from Canada, the Philippines, Taiwan, Australia, Nigeria, the United Kingdom, Mexico, and Guam. Mr. Locke also invited TDC members to attend the opening ceremony for the event which will be held on August 3rd in downtown Ocala. He reminded the council that the opening parade has been held each year the event has taken place in downtown Ocala; however, in the year prior, it had been cancelled due to a tropical storm. Mr. Locke noted there would be the opportunity for TDC members to speak and welcome participants during the event. He advised staff had been working to have a County Commissioner speak at the event to welcome participants as well. Mr. Locke added that the parade will start between the Hilton Garden Inn and Cantina, proceed counterclockwise around the square, and end in the central plaza where a podium and signage will be set up. He added that the City of Ocala has been a supportive partner in putting together the event, providing access to the square, PA equipment, chairs, coolers and ice. Mr. Locke mentioned the World Series event would take place over a long period of time from August 1st to August 8th. He highlighted that the event would include the Babe Ruth Experience, scheduled for August 1st at the Southeastern Livestock Pavilion. Mr. Locke described the all-day event as a pop-up museum detailing Babe Ruth's career as the league is named after him, as well as facts about Cal Ripken. The museum will also feature over 75 years of Babe Ruth League history. Mr. Locke highlighted that a number of former players from the league are now playing the MLB and seeing those accomplishments would be encouraging to participants. Mr. Locke noted that participating teams will rotate through the exhibit in 20-minute intervals, each concluding with a mock press conference and individual player introductions. Mr. Locke invited Council members to stop by the exhibit between 9:00 a.m. and 4:00 p.m., noting that he and Mr. Bryan Day will be on-site and available to provide guided tours.

Mr. Bailey asked for confirmation of the Opening Ceremony time

Mr. Locke clarified that the event is scheduled to begin at 4:30 p.m. He then transitioned to provide a sales update.

Sales Update

Mr. Locke provided a sales update highlighting prospective leads. He began by introducing the Florida Senior Games State Softball Tournament. Mr. Locke reported that staff had been working with Florida Sports Foundation, the manager of the event to host the event at Ocala Regional Sportsplex on September 27, 2025. Mr. Locke advised the event is estimated to result in approximately 50 room nights. He also noted the event is expected to bring approximately 15–20 teams of 55+ softball players.

He then presented the Gymnastics Men's State Championship. Mr. Locke advised the staff had been working with Sun Country Sports, which is based in Alachua, who had been awarded the bid for the event and wanted to bring the event to Ocala/Marion County to World Equestrian Center. Mr. Locke noted that the dates have shifted since the publishing of the meeting agenda from February 27–March 1, 2026 to March 6–8, 2026. The event is expected to generate approximately 330 room nights.

Mr. Locke then moved on to the American Youth Football Southeast Regional Championships which had been previously hosted in Ocala/Marion County in 2022 and 2013. Mr. Locke advised staff is currently working with the City of Ocala to host the event at Ocala Regional Sportsplex with a meeting scheduled with the City of Ocala for the following day to discuss additional details regarding the event. He noted the event dates would be November 14-16th,with an anticipated 650 room nights bringing in teams from across the Southeast Region United States which includes Florida, North Carolina, South Carolina, Georgia, Alabama, Tennessee, and Mississippi, covering age divisions from 8 to 15 years. Mr. Locke noted cheer competition also occurs in conjunction with the event which the staff is working with Marion County Public Schools, specifically West Port High School to host the competition and have been having positive feedback in regards to that. Mr. Locke expressed optimism about securing the event and noted a potential funding request may be submitted at a future meeting.

Mr. Bailey remarked that the event may have involved the largest number of youth participants he had seen at once.

Mr. Locke agreed, emphasizing the significance of the event and his continued efforts to work closely with the regional director, who he has known for several years. Mr. Locke continued presenting leads with the American Early Coalition's Annual Board Meeting being held April 19–24, 2026. Mr. Locke advised a lead had been distributed after representatives from the American Early Coalition attended a recent sales blitz.

Mr. Locke then presented details about the State Emergency Response Commission (SERC) Meeting, which the staff worked with the organization's meeting planner and distributed an RFP earlier in the month, which hoteliers would have received. The group has expressed

interest in hosting its meeting in Ocala on November 5–6, 2025, with an estimated 120 room nights.

Mr. Locke then discussed two events for the National Field Hockey Coaches Association, which he described as a unique event as they conduct a conference for three days followed by an athletic competition for three days. The athletic showcase allows for aspiring high school field hockey athletes to compete in front of coaches to act as a natural recruiting opportunity. The organization is considering January 2028 or 2029, and has proposed a two-year agreement with the desire to host the event at World Equestrian Center. Mr. Locke advised a bid was submitted for the event and Marion County was selected as a top three finalist.

Mr. Bailey commented on the quality of the event and favorable timing in early January.

Mr. Locke added that December is also being considered as a potential date range, depending on the organization's final decision. He then offered to answer any questions before transitioning to a presentation of the recent Sales Blitz.

Mr. Bailey inquired about the World Fishing Tour, asking if that event had been secured.

Mr. Locke replied that there are currently multiple fishing event opportunities under consideration

PRESENTATION: Tallahassee Sales Blitz Recap

Mr. Locke provided a recap of the Sales Blitz. He reminded the council that the initiative was initially presented at the previous TDC meeting when he and Mr. Day were organizing the event in Tallahassee to meet with Tallahassee based meeting planners. He noted that two local partners, World Equestrian Center and the Hilton Ocala, participated in the trip and expressed his appreciation for their participation. Mr. Locke described the Sales Blitz as a two-day event beginning in the evening of June 17th with a reception at the AC Marriott in Tallahassee, sponsored by World Equestrian Center. The event welcomed 14 meeting planners for networking, food, and conversation. Mr. Locke expressed appreciation to the World Equestrian Center for sponsoring the reception. The following day the team hosted a breakfast with a different group of attendees. A total of 15 meeting planners participated, and all received a variety of promotional items, including branded coffee mugs. Mr. Locke noted that during the event he conducted a presentation for the attendees highlighting the benefits of Ocala as a host location for events and available funding programs. Mr. Locke advised there was great interest from attendees with a few individuals approaching him after the presentation with additional questions. He noted that the Association of Early Learning Coalitions was among the attendees, and their representatives expressed interest in available funding programs for bringing their meeting to Ocala in April 2026. Mr. Locke advised the team was planning to

conduct the event in the following year but needed to reevaluate the date as he recognized the summertime is a busy season for many associations, causing some invitees who were interested in attending to be unavailable as they were hosting their own conferences. Mr. Locke credited the Florida Society of Association Executives (FSAE) for assisting in outreach and helping ensure the right individuals were in the room. Mr. Locke suggested that fall may be a more appropriate timeframe for the event in the future. He closed by noting that the effort had already yielded valuable leads and follow-up conversations. Mr. Locke then opened the floor for any questions related to the sales blitz.

Ms. Shaffer congratulated Mr. Locke and the sales team on the success of the recent sales blitz and expressed appreciation for their efforts.

Marketing and Communications Update

Ms. Loretta Shaffer advised the marketing team had been working very hard and Ms. Jessica Heller, Marketing and Communications Supervisor, and Mr. Keleab Spencer, Multimedia and Digital Coordinator, were attending a conference focused on the team's customer relationship management (CRM) system and opportunities to advance the system. Ms. Shaffer advised that though Ms. Heller was not in to present the Marketing and Communications update, the report had still been created and included within the meeting packet. She encouraged Council members to reach out with any questions, either during the meeting or afterward, and concluded the staff report.

Ms. Wheeler added that the latest episode of the "Marion Insider's Guide" had recently been released and features The Canyons Zip Line and Adventure Park. She highlighted the energy and excitement of the episode, which showcases activities such as kayaking, gem mining, horseback riding, and ziplining. The episode also includes on-screen commentary from Bobby Walker, who provided an overview of the offerings at The Canyons.

Mr. Adams invited Mr. Austin Cotter, a representative from The Canyons, to share a few words.

Mr. Cotter remarked that it was a great experience having the production team onsite and that he enjoyed participating in the episode.

Mr. Adams thanked him.

Old Business

Mr. Adams called for any old business and none was brought forth.

New Business

Mr. Adams called for any new business

Mr. Bailey shared that the Everhome Suites, located near Highway 27 and I-75, officially opened earlier in the month. He encouraged Council members to stop by and consider it for guest overflow.

Mr. Gaekwad inquired about the property type.

Mr. Bailey confirmed it is an extended stay hotel.

Mr. Adams asked about the adjacent apartment complex

Ms. Wheeler noted its proximity to Publix in that area.

Mr. Gaekwad asked which hotel brand it belonged to.

Mr. Bailey responded it is part of the Choice Hotels portfolio.

Ms. Wheeler added that the staff had toured the property

Mr. Locke remarked that the rooms include in-unit washers and dryers, a unique feature he had not seen in a hotel room before.

Mr. Adams again called for additional new business.

Mr. Bailey offered additional remarks, commending the Rock the Country event. He praised the organization of the entrance process and the overall event experience, stating it was "very simple to get in and very organized inside." He extended congratulations to Mr. Jason Reynolds and the event staff for a job well done.

Public Comment

Upcoming Meeting

Mr. Adams called for any public comment and none was brought forth.

Mr. Adams stated that the next TDC meeting will be on Wednesday, August 20, 2025 at 9am.

The meeting adjourned at 9:44 am.

Rus Adams, Chairman