Marion County
Board of County Commissioners
Meeting Agenda

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

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

Tuesday, July 7, 2026 **9:00 AM** **McPherson Governmental Campus Auditorium**

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

All commission and zoning meetings are open to the public.

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

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

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

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

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

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

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

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

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

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

1. PROCLAMATIONS AND PRESENTATIONS:

1.1. PRESENTATION - Marion County School Board Bus Brigade School Supply Drive - Amanda Tart, Assistant County Administrator (Presentation Only)

1.2. PROCLAMATION - Parks and Recreation Month - Jim Couillard, Marion County Parks & Recreation Director (Approval and Presentation)

1.3. CERTIFICATE OF RECOGNITION - Community Legal Services 60th Anniversary - Danielle Harris, Chief Program Officer (Approval and Presentation)

1.4. PRESENTATION - Employee of the Quarter for April - June 2026 - Jessica James, Human Resources Assistant Director (Presentation Only)

2. AGENDA ITEM PUBLIC COMMENTS:

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

3. ADOPT THE FOLLOWING MINUTES:

3.1. April 1, 2026

3.2. April 7, 2026 A

3.3. April 7, 2026 B

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

4.1. George Albright, Tax Collector - 2025 Tax Roll Recapitulation

5. CLERK OF THE CIRCUIT COURT:

5.1. Budget Amendment

5.1.1. 2nd Local Option Fuel Tax Fund - Transport Improvement 2nd 5 Cents - $3,268,907

5.1.2. 80% Gas Tax Construction Fund - County Engineer 80% Gas Tax - $2,431,913

5.1.3. American Rescue Plan Local Fiscal Recovery Fund - Utilities Line Extensions - $3,100,322

5.1.4. Budget Transfer from Multiple Funds to Building Safety - $73,242

5.1.5. Building Safety Fund - Building Safety - $40,000

5.1.6. Fine and Forfeiture Fund - Sheriff Regular Transfer - $1,237

5.1.7. General Fund - Clerk to County Commission Transfer - $6,856

5.1.8. General Fund - Public Relations - $121,800

5.1.9. General Fund - Sheriff Jail Transfer - $5,733

5.1.10. General Fund - Veterans Service Office - $4,000

5.1.11. Impact Fee East District Fund - Impact Fees East District - $380,810

5.1.12. Impact Fees West District Fund - Impact Fees West District - $16,943,237

5.1.13. Infrastructure Surtax Capital Project Fund - Infrastructure Tax Fire - $1,000,000

5.1.14. Infrastructure Surtax Capital Project Fund - Infrastructure Tax Transport - $44,845,021

5.1.15. Local Housing Assistance Trust Fund - State House Initiative Partner - $338,062

5.1.16. Marion County Utility Fund - Utilities Wastewater System - $20,000

5.1.17. Marion County Utility Fund - Utilities Management - $135,000

5.1.18. MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $12,183

5.1.19. Solid Waste Disposal Fund - Solid Waste Disposal - $150,000

5.2. Project Adjustment

5.2.1. Transfer Project Funds and Amend the Capital Improvement Program - Marion County Utility Fund - $429,563

5.3. Clerk of the Court Items

5.3.1. Request Renewal of Federal Forestry Shared Revenue for Special Projects Fiscal Year 2026-27

5.3.2. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 026418, 026432, 026433, 029823, 029824, 029825, 039217, 039426, 039887, 045960, 045961, 046950, 048199, and lists from IT and Fire Rescue

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

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

6.1. PUBLIC HEARING to Consider Public Comments for the 2026-2027 Annual Action Plan for the Community Development Block Grant, Home Investment Partnership and Emergency Solutions Grant

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. Animal Services:

7.1.1. Request Approval to Consider the Donation of Cages from Marion County Animal Services to Sheltering Hands

7.2. Attorney:

7.2.1. Request for Approval of Workers' Compensation Settlement in the Workers' Compensation Case, Deanna Etheredge v. Marion County Parks and Recreation, OJCC Case No. 11-021101WRH (Budget Impact - Neutral; expenditure of $120,000)

7.2.2. Request Approval of a Resolution of the Board of County Commissioners of Marion County Approving Plan of Financing Involving the Issuance by the Housing Finance Authority of Marion County of Its Multifamily Mortgage Revenue Bonds - Project Name Forest Springs Apartments (Budget Impact - None)

7.3. Community Services:

7.3.1. Request Approval of the First Amendment of the Marion County Standard Professional Services Agreement Community Development Block Grant Program (CDBG-PS) with Marion County Sexual Assault Center, Inc. (Budget Impact - Neutral; not to exceed $75,950)

7.4. Procurement Services:

7.4.1. Request Approval of Bid Award: 26B-083 Golden Holiday WWTP and WTP Decommissioning and Lift Station and Force Main Installation - U.S Water Services Corporation, New Port Richey, FL (Budget Impact - Neutral; expenditure of $817,491)

7.4.2. Request Approval of Bid Award: 26B-092 Fire Sprinkler Systems and Fire Pumps Inspections and Testing Services - Johnson Controls Fire Protection LP, Milwaukee, WI (Budget Impact - Neutral; expenditure of $76,654)

7.4.3. Request Approval of Change Order to Purchase Order 2601179 - Removal and Remounting of Modules - ETR, LLC, Sanford, FL (Budget Impact - Neutral; expenditure of $44,500)

7.4.4. Request Approval of Multiple Change Orders for Water Main Expansion Project Funded by the American Rescue Plan Act - Kimley-Horn & Associates, Inc. and Quality Enterprises USA, Inc. (Budget Impact - Neutral)

7.4.5. Request Approval of Selection Committee Recommendation: 25Q-160 Lowell Water Distribution System Design - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $1,246,765)

7.4.6. Request Approval of Task Order: 25Q-090-TO-04 Solid Waste Engineering Services - Baseline Landfill Expansion Design - Integrity Environmental Solutions, LLC, Monroe, NC (Budget Impact - Neutral; expenditure of $262,236)

7.5. Transportation - County Engineer:

7.5.1. Request Approval of a Purchase Agreement Associated with the SW 80th Avenue Segment 1B Improvement Project for a Portion of Parcel 35467-000-01 (Budget Impact- Neutral; expenditure of $1,800)

7.5.2. Request Approval of a Purchase Agreement Associated with the SW 80th Avenue Segment 1B Improvement Project for a Portion of Parcel 35467-000-00 (Budget Impact- Neutral; expenditure of $1,700)

7.5.3. Request Approval of a Purchase Agreement Associated with the SW 80th Avenue Segment 1B Improvement Project for a Portion of Parcel 21361-000-00 (Budget Impact- Neutral; Expenditure of $20,000)

7.5.4. Request Approval of a Purchase Agreement Associated with the SW 80th Avenue Segment 1B Improvement Project for a Portion of Parcel 21361-000-03 (Budget Impact- Neutral; expenditure of $20,000)

7.5.5. Request Approval of a Purchase Agreement Associated with the SW 80th Avenue Segment 1B Improvement Project for a Portion of Parcel 35467-000-02 (Budget Impact- Neutral; expenditure of $500)

7.5.6. Request Approval of a Purchase Agreement and Addendum for Parcel 8004-0543-04 Associated with the Marion Oaks Manor Extension Road Improvement Project (Budget Impact - Neutral; expenditure of $402,211.25)

7.5.7. Request Approval of Aerial Easement with Duke Energy Florida, LLC, a Florida Limited Liability Company in Association with the Modification of the Transmission System Between Ross Prairie and Shaw Substations and Supporting Check Authorization Form (Budget Impact - Revenue of $40,000)

7.6. Utilities:

7.6.1. Request Approval of Resolution Establishing Voluntary Water Connection Program in Marion Oaks Units 1 and 9 (Budget Impact - None)

7.6.2. Request Approval of Application for Refund from Marion County Utilities to Salt Springs Resort (Budget Impact - Neutral; refund amount of $46,947.49)

7.6.3. Request Approval of Resolution Extending the Service Agreement Date of Resolution No. 23-R-11 for Silver Springs Shores Septic to Sewer Unit 16 (Budget Impact - None)

8. COUNTY ATTORNEY:

8.1. Request Authorization to Proceed with Foreclosure Action for Code Enforcement Liens recorded against the Estate of Bonnie L. Fleig

8.2. Request Authorization to Proceed with the Filing of Legal Action for an Abatement of a Nuisance (Remove Unsafe Building/Structure) on Property Owned by James Travis and Peggy Travis (Parcel No. 5020-002-009)

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

9. COUNTY ADMINISTRATOR:

9.1. Request for Release of Lien on Code Enforcement Case Number 854448, Parcel Number 03421-000-00

9.2. Present Update for Grants Provided to Humane Society of Marion County, Inc., Sheltering Hands, Inc., and Voices of Change Animal League, Inc.

9.3. Belleview Health Department Project Update

10. COMMITTEE ITEMS: NONE

11. NOTATION FOR ACTION:

11.1. Request Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance Amending the Marion County Code, Chapter 2, Administration, Article IV, Board and Commissions, Division 3, Housing Finance Authority, Section 2-98, Membership on Tuesday, July 21, 2026, at 10:00 a.m., or as Soon Thereafter in the McPherson Governmental Campus Auditorium

11.2. Request Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance Amending the Marion County Code, Chapter 17, Special Assessments, Article VI, the Marion County Local Provider Participation Fund Non-Ad Valorem Special Assessment on Tuesday, July 21, 2026, at 10:00 a.m., or as Soon Thereafter in the McPherson Governmental Campus Auditorium

11.3. Request Approval to Schedule and Advertise a Public Hearing to Adopt Annual Rate Resolutions and Certify Non-Ad Valorem Assessment Rolls for Fire Rescue, Solid Waste and Stormwater Services on Tuesday, September 15, 2026, at 10:00 a.m. in the McPherson Governmental Campus Auditorium

11.4. Request to Cancel the Public Hearing to Consider Planning and Zoning Items on Tuesday, September 1, 2026, at 2:00 p.m. in the McPhearson Governmental Campus Auditorium

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 Chamber and Economic Partnership April 2026 Activity

14.1.2. Present Letter Dated June 8, 2026, from the City of Belleview, Development Services Department, Regarding Rescheduled Meetings for the Annexation Application Relating to Parcels 36862-000-00, 36872-001-01 and 36872-001-03

14.1.3. Present Monthly Building Safety Productivity Report for the Month of May 2026

14.1.4. Present A Year in Review from the Marion Soil and Water Conservation District for 2025-2026

14.1.5. Present Resolution of the Board of Directors of Marion Senior Services, Inc.

14.1.6. Present Letter from Bay Laurel Center Community Development District Dated September 24, 2025 Regarding the Fiscal Year 2026 Meeting Schedule

14.1.7. Present Letter from Aurora Oaks Community Development District Dated June 13, 2025 Regarding Proposed Budget FY 2026

14.1.8. Present Resolution Approving the District's Proposed Budget of the Village Community Development No. 4 for Fiscal Year 2026-27

14.1.9. Present Letter Dated June 8, 2026 from the Office of Inspector General Regarding Housing and Urban Development

14.1.10. Present Letter Dated June 15, 2026, from FloridaCommerce in Response to the Proposed Comprehensive Plan Amendments

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

14.3. Clerk of the Court:

14.3.1. Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinances 26-23 and 26-24 with the Secretary of State's Office

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

14.3.3. Present Regular Report of Utilization for Reserve for Contingencies

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

14.4.1. Code Enforcement Board (CEB) - May 13, 2026

14.4.2. Development Review Committee (DRC) - June 1 and 8, 2026

14.4.3. Land Development Regulation Commission (LDRC) - June 3, 2026

14.4.4. Pine Run Estates Advisory Board - January 15, February 19, March 19 and April 16, 2026

14.5. General Informational Items:

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

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

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

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

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-22780 **Agenda Date:** 7/7/2026 **Agenda No.:** 1.1.

SUBJECT:
PRESENTATION - Marion County School Board Bus Brigade School Supply Drive - Amanda Tart, Assistant County Administrator (Presentation Only)

INITIATOR:
Amanda Tart, Assistant County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
Amanda Tart will kick off the annual Marion County School Board Bus Brigade School Supply Drive which will go through the month of July. During the August 4, 2026 Board meeting, the Commissioners will present the collected supplies to the School Board.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23354 **Agenda Date:** 7/7/2026 **Agenda No.:** 1.2.

SUBJECT:
PROCLAMATION - Parks and Recreation Month - Jim Couillard, Marion County Parks & Recreation Director (Approval and Presentation)

INITIATOR:
Gennifer Medina, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion for approval and presentation.

PROCLAMATION

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month, underscoring the importance of parks and recreation programs to communities across the nation, the State of Florida, and Marion County; and

WHEREAS, parks and recreation programs provide services that support public health, prevent chronic disease, and offer therapeutic recreation for individuals with mental or physical disabilities; and

WHEREAS, access to nature improves mental and emotional well-being, while parks and natural areas preserve ecological beauty and offer safe spaces for children and adults to connect with the outdoors; and

WHEREAS, recreational facilities promote active lifestyles by offering opportunities for sports, hiking, and other physical activities that strengthen community wellness; and

WHEREAS, youth-focused programming including out-of-school programs, youth sports, and environmental education is critical to healthy childhood development and lifelong learning; and

WHEREAS, parks and recreation investments enhance economic prosperity by increasing property values, expanding the local tax base, boosting tourism, attracting and retaining businesses, and reducing crime;

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

"PARKS AND RECREATION MONTH"

DULY PROCLAIMED this **7th** day of **July**, **2026**.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
CARL ZALAK, III, CHAIRMAN

_____
MATT MCCLAIN, VICE CHAIR

_____
KATHY BRYANT, COMMISSIONER

ATTEST:

_____
MICHELLE STONE, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
CRAIG CURRY, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23353 **Agenda Date:** 7/7/2026 **Agenda No.:** 1.3.

SUBJECT:
CERTIFICATE OF RECOGNITION - Community Legal Services 60th Anniversary - Danielle Harris, Chief Program Officer (Approval and Presentation)

INITIATOR:
Gennifer Medina, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion for approval and presentation.

CERTIFICATE OF RECOGNITION

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

Presented to

Community Legal Services

WHEREAS, many Americans are one civil legal problem away from falling into poverty or further into poverty. Annually, 3 in 4 low-income American households experience at least one civil legal problem, and yet 92% of these households do not get any or enough legal help for their civil legal problems; and

WHEREAS, Community Legal Services is celebrating 60 years of providing no-cost civil legal assistance since its founding in 1966, serving residents across Central Florida, including the people of Marion County; and

WHEREAS, the organization serves low-income individuals and families, seniors, veterans, survivors of domestic violence, children with disabilities, disaster survivors, and others facing serious hardships, including housing instability, fraud, denial of benefits, and barriers to recovery; and

WHEREAS, through its dedicated staff and hundreds of pro bono attorneys, Community Legal Services has handled more than 300,000 civil legal cases and provided over one million hours of legal assistance over the past six decades, embodying its commitment to *Legal Access for All*, thus strengthening communities and economic stability across Central Florida;

NOW THEREFORE, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us, extends this Certificate of Recognition to Community Legal Services in honor of its **60 years of service** and dedication to its mission: to provide no-cost legal services to the most vulnerable in Central Florida and help them protect their families, health, and livelihoods.

DULY PROCLAIMED this **7th** day of **July 2026.**

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
CARL ZALAK, III, CHAIRMAN

_____
MATT MCCLAIN, VICE CHAIR

_____
KATHY BRYANT, COMMISSIONER

ATTEST:

_____
MICHELLE STONE, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
CRAIG CURRY, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23476 **Agenda Date:** 7/7/2026 **Agenda No.:** 1.4.

SUBJECT:
PRESENTATION - Employee of the Quarter for April - June 2026 - Jessica James, Human Resources Assistant Director (Presentation Only)

INITIATOR:
Jessica James, Assistant Director

DEPARTMENT:
Human Resources

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Presentation of Employee of the Quarter for the quarter ending in June 2026.

Employee of the Quarter Nominees

2nd Quarter 2026 (April - June)

Robert Wilson	Animal Services
Austin Adams	Building Safety
Angela Sukhedo	Building Safety
Rachel Thompson	Building Safety
Christine Crespo	Fire Billing
Thomas Sapp	Growth Services
Kerry Blood	Human Resources
Zach Stegall	Human Resources
Steven Cohoon	Office of the County Engineer
Justin Sherk	Office of the County Engineer
Fred Riggs	Parks & Recreation
Rebecca Turner	Procurement Services
Emily Merritt	Public Safety Communications

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23386 **Agenda Date:** 7/7/2026 **Agenda No.:** 3.1.

SUBJECT:
April 1, 2026

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

April 1, 2026

CALL TO ORDER:
The Marion County Board of County Commissioners (BCC) met in a workshop session at 9:05 a.m. on Wednesday, April 1, 2026 at the Southeastern Livestock Pavilion (SELP) located at 2232 NE Jacksonville Road in Ocala, Florida.

INTRODUCTION OF WORKSHOP BY CARL ZALAK, III
Chairman Zalak advised that the joint workshop is scheduled this morning with the Marion County School Board (MCSB) and Municipalities.
Chairman Sarah James, MCSB, expressed appreciation to everyone present.

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

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

The following members of the MCSB were present: Chairman Sarah James, District 5; Vice-Chairman Lori Conrad, District 2; Board Member Allison Campbell, District 1; Board Member Eric Cummings, District 3; and Board Member Nancy Thrower, District 4. Also present were Superintendent of Marion County Public Schools (MCPS) Dr. Danielle Brewer and School Board Attorney Jeremy Powers.

Also present were Mayor Ben Marciano, City of Ocala; Council President Ire Bethea, Sr, District 2, City of Ocala; Councilmember Kristen Dreyer, District 4, City of Ocala; Councilmember James Hilty, District 5, City of Ocala; Commissioner Ray Dwyer, Seat 2, City of Belleview; Commissioner Ronald Livsey, Seat 3, City of Belleview; Councilmember Valerie Hanchar, Seat 4, City of Dunnellon; It was noted that there was no representation from the Town of McIntosh or the Town of Reddick.

The Deputy Clerk was in receipt of a 105 page Agenda packet to follow along with the PowerPoint presentations.

MINUTES
Minutes from the March 12, 2025 Joint Planning Workshop
ACA Tracy Straub advised that minutes are presented for informational purposes, noting they were formally adopted by the BCC shortly after the March 12, 2025 meeting.

WORKSHOP PRESENTATION

DRAFT

1. Overview, Tracy Straub, Technical Working Group Chair, Assistant County Administrator, Marion County Board of County Commissioners

ACA Straub presented the following:

Description/Background: Today's meeting convenes the Marion County School Board, the City of Ocala, the City of Belleview, the City of Dunnellon, the Town of Reddick, the Town of McIntosh, and the Marion County Board of County Commissioners. This collaboration is conducted in accordance with the Marion County Third Amended and Restated Interlocal Agreement for Public School Facility Planning (ILA), adopted in 2023, and is pursuant to Sections 163.31777 and 1013.33(2), Florida Statutes. Florida Statutes requires each county and its municipalities must enter into an ILA with the district school board to formally establish how local government planning processes and school district planning will be coordinated.

The ILA further requires these governing bodies to meet at least annually, and that one elected official from each governing body and staff meet more frequently as a Technical Working Group (TWG). A TWG subcommittee composed of the technical staff from each agency has been routinely meeting, sharing and reviewing development data to assist the school district with their immediate and long-range planning efforts.

Ms. Straub advised that BCC, MCSB and municipalities last met on March 12, 2025, noting today's meeting is conducted in accordance with the Third Amended and Restated Interlocal Agreement (ILA) for the public school facility planning. She stated the ILA was adopted in 2023, pursuant to Florida Statute (FS) Sections 163.31777 and 1013.33. Ms. Straub advised that the FS requires each County and its municipalities to enter into this ILA with the School Board to formally establish how local government planning processes and school district planning will be coordinated. The ILA further requires that the governing bodies meet at least annually and that one elected official from each governing body and staff meet more frequently as a technical working group (TWG). The TWG also has a subcommittee, which is composed of technical staff from each agency. That team has been meeting very frequently, if not monthly, every few weeks on end.

2. Marion County Public Schools Update, Dr. Danielle Brewer, Ed. D., Superintendent of Schools, Marion County Public Schools

Superintendent of Schools Dr. Danielle Brewer, MCPS, advised that there are over 45,000 students, 53 traditional schools and 5 charter schools. She stated there are 250 school buses that drive students around this large County everyday, noting there are roughly 1,600 square miles and 23,000 students transported. Dr. Brewer advised that there are nearly 7,000 individuals employed by MCPS.

Dr. Brewer advised that South Marion High School will open in August 2026, which will be the first new high school in 26 years. The school will be located in the southwestern portion of the County and Ken McAteer will be the principle. MCPS anticipates close to 2,000 students will be on that campus. She clarified that Forest High School was built within the last 26 years, but it was a replacement school. Dr. Brewer advised that 2027 MCPS will open Lake Weir Middle School as a replacement campus, noting the ground breaking for this campus is Tuesday, April 7, 2026. She stated the current Lake Weir Middle School was constructed in 1954. Dr. Brewer stated in 2028 Belleview Elementary and Belleview Santos will have a combined school campus on the Belleview Elementary site. She stated staff is working on consolidating the north end elementary campuses.

DRAFT

3. “Tentative Education Facilities Plan” Update, Including the Interlocal Agreement, Vice Chair Stephen Ayres, Technical Working Group, Director of Student Assignment and Records, Marion County Public Schools

Vice Chair Stephen Ayres, TWG, Director of Student Assignment and Records, MCPS, advised that today's presentation covers proposed amendments to the ILA development data and the data assessment that supports school planning. He stated when the subcommittee was meeting with the TWG, they wanted to go ahead and streamline the data collection, as well as use current student enrollment data. Mr. Ayres advised that the ILA revisions that are being proposed are only relating to data and timeline, noting the proposed revisions originate from the TWG subcommittee that collaborated to gather and present development data. The revisions aim to improve the process for future planning efforts. The revisions also clarify issues with the collected data, the actual report, and the meeting timeline. He stated the proposed revisions aim to align the collective development data with student enrollment data to ensure the information remains as current as possible. The proposed revisions also add two appendices that detail the data elements and the collection dates and updates the annual timeline. A red line version showing these changes is included in the Agenda packet.

Mr. Ayers addressed the project the TWG has been working on for the past 18 months, noting the purpose of this project is to strengthen collaboration between public schools and local governments to support data-driven planning and for school capacity and growth. The objectives are to support data-driven decisions on school locations and site planning and to establish annual school facility priorities. The project was developed in partnership with local jurisdictions and would not have been made possible without the strong collaboration of the TWG, particularly the TWG Subcommittee. He recognized Growth Management Director Jeff Shrum, City of Ocala, who serves as the chair of the TWG subcommittee, for all his hard work gathering and ensuring the data is consistent.

Mr. Ayers advised that the TWG Committee has convened five times since September 2024 and the subcommittee has met more than 30 times, in addition to extensive electronic mail (e-mail) coordination. Their collective efforts provided the data and analysis presented today. He expressed appreciation to staff from all participating jurisdictions for their diligent work in collecting and verifying the development data. This collaboration has established a strong foundation for ongoing efforts that will support the district in delivering efficient, high-quality education to the students of Marion County.

Director of Planning Kathie Ebaugh, JB Pro, advised that throughout this project, it has been an ongoing effort of researching data already obtained, requesting new data, and verifying the data. This information has provided a new baseline of data, which is something that Marion County did not have 18 months ago.

Ms. Ebaugh advised that the three levels of information reviewed were future land use, development approvals and permitting. This was in order to understand what the maximum potential build out of residential units, as they are today, identified on the County’s Future Land Use Map (FLUM), what development approvals exist in the pipeline and could be constructed and then the permitted ones that are actually going through the construction process. The future land use information was important because it established a ceiling of maximum residential, noting as this process continues, if any future land use changes are made to move from one category into residential, those will be updates that will be made through the process. She stated the reason that this was important is it gave them an understanding of what could happen in the future and

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understanding where currently the residential units are most available in the County. Ms. Ebaugh referred to maps on the overhead screens showing the different municipalities, noting the green areas are all of the properties identified available for residential units that are currently vacant. She stated the City of Belleview has approximately 800 units, City of Dunnellon roughly 1,200 units, Town of McIntosh approximately 40 units, City of Ocala roughly 70,400 units, the Town of Reddick there is about 160 units, and unincorporated Marion County there is approximately 71,400. She stated Countywide when considering vacant residential that is available at the maximum land use there is roughly 444,000 units. Through the planning process the maximum number of units will decline. Ms. Ebaugh advised that the most green areas are in the southwest quadrant of the County.

Ms. Ebaugh commented on the development approval process and what is currently approved throughout the County. She stated there are approximately 66,000 units that could move forward to the permitting stage.

Ms. Ebaugh addressed permitting, noting what is expected to be built through an active or issued building permit. She stated there are 36 active permits in the City of Belleview, 2 active permits in the City of Dunnellon, approximately 1,500 in the City of Ocala, and approximately 7,300 active permits in unincorporated Marion County. The southwest quadrant is where most of the active permits are located.

Ms. Ebaugh advised that when JB Pro reviewed the ILA they looked to reset the time frame, noting the original ILA had the time frames in very different places in relationship to when the analysis of development was happening. She stated through the new ILA the development shown is all development that occurred through September 30th, which aligns with the October full time equivalent (FTE) count. This is the number used by the school district. This makes it closer in alignment between when the development is happening and the development is being analyzed and the school district population and enrollment number that is used from October. Ms. Ebaugh advised that they continue to evaluate data throughout the year, noting each quarter new information is received and evaluated from the various jurisdictions. That information is gathered and the analysis is performed in late September/early October. She reiterated that the data collected provides a baseline for the information.

Ms. Ebaugh referred to the overhead screens containing maps showing the vacant land, approved development and permits. She advised that there are roughly 140,000 single family units, 22,000 multifamily units, and 28,000 mobile homes for a total number of residential units of approximately 190,000.

Mr. Ayers stated his job as the Director of Student Assignments and Records is to do enrollment projections and to assist with school planning. He advised that he is a former high school principle, which is where he obtained his knowledge on how schools operate. Mr. Ayers stated for the last 18 months working with the TWG, development planners and development staff he has gained a new respect for the amount of data that is understood, noting the data needs to tell a story. The story being shown here is how development is impacting school growth and school planning. Mr. Ayers advised that the data assists with projections regarding what is needed in the next school year, next 5 years and next 20 years.

Mr. Ayers commented on the current capacity summary for the schools, noting capacity is calculated by comparing current enrollment to available seats. The chart on the overhead screens reflects district enrollment based on the October FTE, which is how the district is funded. The FTE is reported to the State several times a year, but for consistency purposes the enrollment numbers for this project are October's FTE. He

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stated the percentage capacity for each school level is shown, noting this October FTE count aligns with the development data and reported going forward. Overall, the utilization of the schools in Marion County are sitting at approximately 93 percent (%). He referred to slides 49 through 51 of the presentation, which show current capacity of the Districts traditional elementary schools along with heat maps of the corresponding attendance zones. Overall, the elementary traditional schools are sitting at about 90% capacity, with the north end of the County with more space. The map does represent the two new elementary schools that opened this year to alleviate the southern overcrowding. Slide 52 contains the current elementary capacity alongside the current development layer and vacant land.

Mr. Ayers addressed slides 53 through 55, which shows the current middle school capacity. The current middle school capacity is roughly 82%. He stated slides 56 through 60 present current capacity of the District's traditional high schools along with the heat map and the corresponding attendance zones, noting this is the capacity prior to South Marion High School opening. Updated capacity figures that include South Marion High School will be available in October 2026.

Mr. Ayers advised that student generation rates are used in enrollment projections to estimate the number of students generated by each development type. The District's rates were established through the 2023 Long Range School Planning Study conducted by Benesch in partnership with Marion County Public Schools. He stated when a new multifamily, single family or mobile home comes online they can utilize these student generation rates to predict the number of elementary, middle or high school students that would come from those units. Mr. Ayers advised that student enrollment projections have become more challenging in recent years due to the expansion of school choice in Florida. As parent choice has increased, enrollment in a traditional zone brick and mortar school has declined. Despite record population growth, traditional school enrollment has not kept pace, in part because expanded scholarship and voucher programs provided additional enrollment options. He stated parent choice is a positive thing, but MCPS has to be able to account for parent choice when creating school projections and school enrollment. Prior to 2000 MCPS was able to take the birth rate of students in Marion County and determine the estimated number of kindergarteners that will enter into MCPS. That data is no longer valid because there is such an influx of transient people, people moving into Marion County, moving out, that the birth rate/death rate is not a good correlation. This causes the school projection model to become more and more difficult. Mr. Ayers stated it is important for school districts to develop long range population growth and projections based on development activity and to continually monitor enrollment trends. Annual statutory changes that expand parent choice have made traditional enrollment projections less stable. As a result, more students are moving among district schools, charter schools, private schools, and home education scholarship programs. He advised that continued collaboration with local governments to track development activity in vacant land is essential and expressed appreciation for the ongoing support.

BOARD DISCUSSION AND CLOSING COMMENTS

In response to Chairman Zalak, Mr. Ayers provided a brief overview of how the student generation rate is calculated.

Dr. James expressed appreciation for the comprehensive data being provided. She advised that it is the school district's obligation to respond to the development, noting they are prepared to continue to have tough conversation relating to merging schools, bringing

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sites together and building new schools. Dr. James stated this paints a very clear picture for what they are going to see in the next decade. She stated the school district will have their own conversations on how this will be addressed with the Sales Tax and Impact Fees.

Commissioner Stone expressed appreciation to everyone who participated in the TWG, noting this was not an easy task. She stated the new high school will bring some relief to over capacity in the area.

In response to Commissioner Stone, Mr. Ayers advised that the State wants the County to maintain a minimum of 80% capacity within the schools. He commented on the two new elementary school Winding Oaks and Ross Prairie, noting Ross Prairie is almost at 90% capacity. The State does not want the County expending funds to build empty schools and to have empty school programs. Mr. Ayers stated once a school falls below 80% they start reviewing the possible causes, such as the populace in the area, school choice scholarships etc. He advised that there always has to be capacity for students zoned for that school.

Commissioner Stone advised that the 4th amended ILA is in the works and will be brought forward in 2027 for review and approval.

Mr. Ayers stated today does not end the work of the TWG they will continue this work.

Ms. Conrad expressed appreciation to the TWG for all their hard work.

Mr. Ayers commented on the work that went into aligning everyone's schedule to be able to conduct the TWG meetings. He introduced Xavier Balerdi, School Planner, MCPS, who will become the face of the TWG.

Council Member Valrie Hanchar, City of Dunnellon, commented on the current capacity of the school located in Dunnellon.

In response to Ms. Hanchar, Mr. Ayers advised that by design, elementary schools are smaller than middle schools and middle schools are smaller than high schools. There are over 30 elementary schools, 10 middle schools and 8 high schools in the County. He stated once students reach middle and high school they tend to do school choice.

Mr. Ayers advised that the goal is to educate students in brick and mortar, but portable units are a fact of life because it can meet an immediate demand. Portables are a necessary process to meet demand and be an effective use of taxpayer dollars.

Commissioner Curry questioned if the data provided by the County is being done so in the most efficient way. Mr. Ayers commented on the good working relationship he has with City and County staff. He stated currently the data is being provided in the most efficient way, noting the municipalities and the County have been very responsive.

In response to Chairman Zalak, Mr. Ayers advised that enrollment in Marion County has been stagnant in the last couple of years, noting the charter school enrollment has increased. He stated the number one increase is in the scholarship recipients. This number is unpredictable and changes frequently.

Dr. Brewer advised that the majority of the students receiving the Family Empowerment Scholarship never were MCPS students. She stated out of the MCPS $1,300,000,000.00 budget $54,000,000.00 of revenue and expenditures reported is not MCPS students. She stated a lot of the private school students who have been private school students their entire lives have been able to apply for and receive the scholarships through the parents choice option, noting MCPS did not lose those students.

Dr. James commented on the growth in Marion County and the unique challenges MCPS is facing.

Mr. Cummings advised that today's meeting is vitally important for future growth and

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planning. He expressed appreciation to the TWG for all their hard work.
In response to Mr. Cummings, Mr. Ayers stated the TWG is receiving development data quarterly, which ensures the information is up to date.
Council President Ire Bethea, Sr, City of Ocala, expressed appreciation for the TWG. He commented on concerns relating to the schools in the north end of the County.
Dr. James opined that the School Board is in a position that they have to have some very delicate conversations as a community about campus utilization and how it can be balanced. She stated the conversation occurring now on the north end is related to site utilization, noting there are schools that are under utilized. Reddick is one which is significantly underutilized. Dr. James advised that MCSB is managing the operational budgets effectively and they are keeping what is best for students at the top of their minds. She stated it is a delicate conversation that will continue to take place amongst the community and the MCSB. Ultimately, they have to ensure they are able to deliver quality projects and products to students throughout Marion County. Dr. James advised that a lot of the growth is happening in the southwest portion of the County, but they have to continue to address failing infrastructure throughout the District. She stated the Sales Tax has created a great way to be able to fund projects, but it will require some complicated and complex conversations. Dr. James advised that MCSB uses the County's Comprehensive Plan and Farmland Preservation Area (FPA) boundaries as way to plan, noting they have to be responsive to the County's planning. She stated based on the Comprehensive Plan there will not be a multi-family complex in the Town of Reddick that will magically fill Reddick Collier elementary, noting should the Comprehensive Plan or boundaries shift in the future MCSB would then respond to those changes.
Mr. Cummings commented on the importance of conducting these joint workshops.
Ms. Campbell advised that the MCSB builds for two reasons, capacity or failing infrastructure. She commented on the decline in birth rates across the nation, which has a big impact on where resources are planned.
In response to Chairman Zalak, Mr. Ayers addressed the impact school choice and private schools have on schools, noting a lot of families will have their child placed in a school closer to where they work.
Dr. Brewer stated it has been very important to ensure that all of the high schools have all of the academic diploma pathways, noting it ensures that students can remain at their zoned school and still receive the same diploma.
Chairman Zalak questioned if programs such as International Baccalaureate (IB) programs impact school choice. Dr. Brewer advised that it does, which is why they are being offered at all of the high schools.
Mr. Ayers advised that since he took over the job of Student Enrollment Director with school choice it has been his goal to ensure that a student does not have to leave their neighborhood school for a quality program.
In response to Chairman Zalak, Mr. Ayers advised that the new South Marion High School will offer a Cambridge diploma program and an Aviation program.
Dr. Brewer advised that a student, regardless of whether it is an IB or Cambridge diploma, completes the diploma and have their volunteer service hours they are automatically granted an academic Bright Future Scholarship.
Councilmember James Hilty, City of Ocala, questioned if MCSB considers developments that have been approved, but not constructed. Mr. Ayers advised that the TWG did review legacy projects.
Dr. James advised that a land map can be provided to the BCC containing the MCSB

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vacant land and availability for future school sites, noting most of the land they own is in the southwest portion of the County. She stated the recent rezoning should help with balancing capacity issues.
Chairman Zalak commented on future planning of parks and sportsplexes in Marion County. He opined that there may be future opportunities for the County to pair with the Schools for these types of facilities. Chairman Zalak advised that the planning process and the Comprehensive Plan process is working to ensure the urban growth boundary (UGB) is where most of the housing, businesses and commercial development is going. This allows the County to protect the FPA and Ocala National Forest, which are what make Marion County unique and allows them to continue to be the Horse Capital of the World.

There being no further business to come before the Board, the meeting thereupon adjourned at 10:11 a.m.

_____
Carl Zalak, III, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23387 **Agenda Date:** 7/7/2026 **Agenda No.:** 3.2.

SUBJECT:
April 7, 2026 A

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

April 7, 2026

CALL TO ORDER:
The Marion County Board of County Commissioners (BCC) met in regular session in Commission Chambers at 9:00 a.m. on Tuesday, April 7, 2026, at the Marion County Governmental Complex located in Ocala, Florida.

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

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

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

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

1.1. PROCLAMATION - Drive 4 Life Month - Sonja Christmas, Drive 4 Life Coordinator, North Marion High School (Approval and Presentation)
The Board presented the Proclamation designating April 2026, as “Drive 4 Life Month” to Drive 4 Life Coordinator Sonja Christmas, North Marion High School and several other representatives.
Bailey Lightner, North Marion High School, stated she is standing before the Board as more than a graduating student at North Marion High School, but as a voice for something far bigger than herself, noting this is about lives, about loss, and about the responsibility to protect one another.
Allison Clark, North Marion High School, advised that she stands with that same purpose because Drive 4 Life is more than just an assembly and more than a presentation, noting it is a movement, a promise and a wakeup call. She stated that one decision behind the wheel can change everything. Ms. Clark advised that in 2008, the community was shaken by a devastating tragedy on the Jumbolair airstrip, where five teenagers lost their lives in a single accident, noting these were 5 young people with futures, families and plans for tomorrow that were gone in an instant. In the face of that heartbreak, the senior class of 2010 at North Marion High School decided that enough is enough and refused to let these lives be remembered by only loss and they turned this pain into a purpose. She noted

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that purpose became Drive 4 Life. Ms. Clark advised that since then, students like herself and Bailey have carried this on their shoulders year after year, not because it is easy, but because it matters and because they know what is at stake. Each year, members of their leadership class carry this weight on their shoulders and pour every ounce of themselves into something they hope will save someone else. They do it for the people the community has lost, they do it for their friends, and they do it for the person sitting next to them because they know that one text, one drink, one moment of distraction or exhaustion can take everything away. During the presentation, the leadership team talks about the four D's of driving drunk, drugged, distracted, or drowsy. She noted these are not just words, and this message does not stop at one presentation. Ms. Clark advised that students dedicate an entire week to it, beginning with an assembly on Monday morning where students hear real stories and are educated on the importance of safe driving. Throughout the week, the local Sheriff's Office hosts live demonstrations during lunches while leadership students lead educational games and conversations to keep students engaged. Students can also sign a pledge to make safe choices, which turns awareness into action. Drive 4 Life has reached thousands of students, and it continues to impact North Marion High School today, but the truth is, it cannot stop there because the danger is still real and the consequences are still devastating. She stated safe driving is not optional; it is life or death. This message cannot stay within the walls of one school and must go further to more students, more schools and more communities. When students lead something like this, they are not just completing a project, they are carrying the weight of a promise that those lives were not lost to be forgotten. Ms. Clark stated the leadership team will do everything in their power to protect the lives that are still here and requested help from the community to take this message further and wider before another life is lost, because one choice can end a life, but one message shared far enough can save thousands. She expressed her appreciation to Duke Energy and the Marion County Children's Alliance for their long standing support and sponsorship of this legacy program. Ms. Clark also expressed her appreciation to North Marion High School administration and staff including Principal Matt Johnson and Miss Sonya Christmas for their continued support of Drive 4 Life.

Commissioner McClain advised that nationwide, one of the most dangerous places for a teen is behind the wheel of a car, noting there are so many different distractions out there today, not just with the phones, but everything else going on. On behalf of the BCC, Commissioner McClain expressed appreciation to everyone who continues to bring awareness to this issue.

Sonja Christmas, North Marion High School, expressed her appreciation to the Board for recognizing the leadership students and the rest of the team for giving them the opportunity to be in in front of this crowd and for recognizing their efforts over the years. She expressed her appreciation to Duke Energy and Marion County Children's Alliance for their support.

1.2. PROCLAMATION - Citrus Cup 50th Anniversary Week - Alicia Davis, Show Manager and Chair, 50th Annual Citrus Cup Horse Show (Approval and Presentation)

The Board presented the Proclamation designating April 20 through 26, 2026, as "Citrus Cup 50th Anniversary Week" to Show Manager and Chair Alicia Davis, 50th Annual Citrus Cup Horse Show, and several other representatives.

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1.3. PROCLAMATION - Farmland Preservation Month - Sara Fennessy, Executive Director, Horse Farms Forever (Approval and Presentation)
The Board presented the Proclamation designating April 2026 as "Farmland Preservation Month" to Executive Director Sara Fennessy, Horse Farms Forever, Inc. (HFF) and several other representatives.
Commissioner Curry advised that his family has a 200 year history in Marion County, which is a very agrarian, agriculturally rich community. He commented on the amount of preserved property that Marion County has been able to set aside with the help of good partners like Save Our Rural Areas (SORA) and HFF. Commissioner Curry stated it is a fine line that Commissioners walk trying to protect the farmland, trying to protect the community, trying to keep that quality of life that everybody wants, yet still trying to accommodate growth.
Executive Director Sara Fennessy, HFF, expressed her appreciation to the Board for its support and for recognizing the importance of the Farmland Preservation Area (FPA). She opined that the horse industry is really the lifeblood of Marion County.
Jerome Feaster, SORA, stated his family is a pioneer farm family in Florida, which means they have been in the agricultural business for 100 years or more. He advised that on Saturday, April 11th, SORA is going to hold a Farmland Preservation Festival in Orange Lake. Mr. Feaster invited everyone to come and help celebrate Farmland Preservation Month.

1.4. PROCLAMATION - Water Safety Day - Renee Brandies, President, Harlow's Helping Hands (Approval and Presentation)
The Board presented the Proclamation designating April 18, 2026, as "Water Safety Day" to President Renee Brandies, Harlow's Helping Hands, and several other representatives.
President Renee Brandies, Harlow's Helping Hands, expressed her appreciation to the Board and everyone in the community that continues to help support the organization's mission by making water spaces and areas in Marion County safer. She invited everyone out to the Water Safety Day to be held at Florida Aquatics Swimming & Training (FAST) on Saturday, April 18, 2026. Ms. Brandies advised that the organization would provide free CPR training, along with water demonstrations, pool fencing information and other companies will be there to help provide resources. She commented on the importance of keeping children safe around water bodies and encouraged citizens to visit the organization's website at www.harlowshelpinghands.com, which has a list of resources where someone can register their children for swimming lessons, starting from infant up through elementary ages. Ms. Brandies noted for citizens who cannot access the website, they can call 352-598-0323 for more information.
Commissioner Bryant expressed her appreciation to Ms. Brandies, her entire team and everyone who puts forth so much effort to make sure that they are getting the word out and educating people on this very significant safety issue in the community.

1.5. PROCLAMATION - Water Conservation Month (Approval Only)
The Board approved the Proclamation designating April 2026 as "Water Conservation Month".

1.6. PROCLAMATION - National Fair Housing Month (Approval Only)
The Board approved the Proclamation designating April 2026 as "National Fair Housing Month".

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1.7. PROCLAMATION - National Community Development Week (Approval Only)
The Board approved the Proclamation designating April 6 through 10, 2026, as "National Community Development Week".

1.8. PROCLAMATION - National Public Safety Telecommunicators Week (Approval Only)
The Board approved the Proclamation designating April 12 through 18, 2026, as "National Public Safety Telecommunicators Week".

1.9. PROCLAMATION - Animal Control Officer Appreciation Week (Approval Only)
The Board approved the Proclamation designating April 12 through 18, 2026, as "National Animal Control Officer Appreciation Week".

Commissioner Bryant out at 9:29 a.m.

2. AGENDA ITEM PUBLIC COMMENTS:
Reserved for comments related to items specifically listed on this agenda. Scheduled requests will be heard first and limited to five (5) minutes. Unscheduled requests will be limited to two (2) minutes. Citizens may contact Marion County Administration by 5:00 p.m. the Friday before the meeting at 352-438-2300 to request to speak or submit the request online at: www.marionfl.org.
Commissioner Bryant returned at 9:31 a.m.
Chairman Zalak opened the floor to public comment.
Joseph Walker, SE, 54th Place, Ocklawaha, addressed the Board in regard to Agenda Items 9.1. and 9.2. as it relates to the requests for release of liens for Code Enforcement cases. He commented on Agenda Item 9.2 and referred to the pictures shown on the overhead screens. Mr. Walker stated the first Code Enforcement violation on this property was in 2010, noting there is still litter on this property today.
(Ed. Note: The Deputy Clerk did not receive copies of the pictures shown by Mr. Walker.)
Carolyn Morales, NW 223rd Street, Lawtey, advised that she owns the property related to Consent Agenda Item 9.2. She stated once she purchased the property, she tore down the mobile home and brought the property into compliance.
Chairman Zalak requested the Board address Agenda Item 9.2. at this time. It was the general consensus of the Board to concur.

9.2. Request for Release of Lien on Code Enforcement Case Numbers 549422-AL and 549422-JB; Parcel 4551-016-067
Growth Services Director Chuck Varadin presented the following recommendation:

> Description/Background: On October 13, 2010, a Code Enforcement Board (CEB) lien was recorded against Joseph Mundy for having an accumulation of junk on the 0.14-acre property located at 10340 SE 131st Lane, Ocklawaha (Parcel 4551-016-067). In August 2011, a Certification and Claim of Lien was recorded for a junk abatement conducted on the property that has been accruing interest. In May 2025, NE Florida Land Watch LLC obtained the property via a quit-claim deed. Carolyn Morales submitted requests for reduction/rescission of each lien in November 2025 and paid the $500 application fees ($250 per lien).
>
> On January 14, 2026, Ms. Morales' request for a reduction/rescission of the CEB lien came before the Code Enforcement Board (CEB). The CEB moved to recommend that the Board of County Commissioners (BCC) approve a reduction

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or rescission of the CEB lien based on Ms. Morales' testimony that she paid the back taxes and had the mobile home removed from the property. The CEB does not make recommendations for abatement liens. Interest on the abatement lien is shown below, calculated at the varying rate and four percent.

	Varying %	Flat 4%
Code Enforcement Board lien	$ 3,000.00	$ 3,000.00
Abatement lien	$ 1,580.62	$ 1,580.62
Case costs	$ 1,054.79	$ 1,054.79
Payments received	$ 0	$ 0
Abatement interest through BCC date	$ 2,467.04	$ 927.07
Total	$ 8,102.45	$ 6,562.48

Marion County Property Appraiser shows the 2025 Market Value and Assessed Value as $8,676.

Budget/Impact: None.

Recommended Action: Motion to deny a rescission of the liens for Case Numbers 549422-AL and 549422-JB; Parcel Number 4551-016-067, leaving the liens in full force and effect.

Growth Services Director Chuck Varadin stated he had Code Enforcement staff visit the property yesterday and referred to the picture as shown on the overhead screen, which reflects that the property is clean. He noted the pipe in the background is from a well or septic and the concrete is from the old mobile home. Mr. Varadin advised that staff have confirmed Ms. Morales removed the mobile home at her expense of approximately $5,900.00, had the property cleaned up, and the back taxes have been paid. He advised that there are two Code Enforcement liens on the property, one is a Code Enforcement Board lien, and one is an Abatement lien, noting the Abatement lien does accrue interest over time. Mr. Varadin clarified that the original Code Enforcement lien was recorded in 2010 and the Abatement lien was recorded in 2011, noting both were filed against Joseph Monday, who owned the property at that time, but unfortunately Mr. Monday was incarcerated prior to the liens being recorded. He advised that the property would stay vacant until 2025 when Northeast Florida Land Watch, LLC, purchased the property by a Quit Claim Deed and then Ms. Morales purchased it from them. Mr. Varadin stated the hard cost, which includes the Abatement lien and the case cost total $2,635.41. He advised that the total overall cost including interest is $8,102.45, noting the assessed value for this property is $8,676.00 according to the Property Appraiser's Office.

A motion was made by Commissioner Bryant, seconded by Commissioner Curry, to approve a reduction of the total liens to the hard costs of $2,635.41 and to waive all interest fees for Case Numbers 549422-AL and 549422-JB; Parcel Number 4551-016-067. The motion was unanimously approved by the Board (5-0).

3. ADOPT THE FOLLOWING MINUTES: (3 sets)

3.1. November 18, 2025

3.2. December 2, 2025 A

3.3. December 2, 2025 B

A motion was made by Commissioner Bryant, seconded by Commissioner Stone, to adopt the meeting minutes of November 18 and December 2 (2 sets), 2025. The motion was unanimously approved by the Board (5-0).

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

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4.1. Billy Woods, Sheriff - Request Approval of Expenditure of $2,000 from Law Enforcement Trust Fund

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

Description/Background: The Marion County Sheriff's Office (MCSO) is requesting $2,000 from the Law Enforcement Trust Fund (LETF) for donations to the following:

- Nancy Renyhart Dementia Education Program: $1,000
- Florida Sheriff's Youth Ranches: $1,000

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 expenditure request of $2,000 from the Law Enforcement Trust Fund (LETF).

A motion was made by Commissioner Stone, seconded by Commissioner Bryant, to approve the expenditure request of $2,000 from the LETF. The motion was unanimously approved by the Board (5-0).

5. CLERK OF THE CIRCUIT COURT:

Clerk Gregory C. Harrell advised that Budget Amendment Resolution 5.1.1. relates to Agenda Item 4.1. (which was just approved) and Budget Amendment Resolution 5.1.2. relates to Consent Agenda Item 7.5.7.

Upon motion of Commissioner Bryant, seconded by Commissioner Stone, the Board adopted the following Budget Amendment Resolutions transferring funds, as well as approving Consent Agenda Item 7.5.7. as presented by Clerk Harrell:

5.1. Budget Amendment

5.1.1a. 26-R-81 - Budget Transfer from LETF to Law Enforcement Finance Admin - $2,000

5.1.1b. 26-R-82 - Budget Transfer from MSTU for Law Enforcement to Sheriff Patrol CID - TR - $2,000

5.1.2. 26-R-83 - General Fund - Multiple Departments - $44,000

5.1.3. 26-R-84 - MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $6,369

5.1.4a. 26-R-85 - Budget Transfer from General Fund to Sheriff Jail - Transfer - $11

5.1.4b. 26-R-86 - Budget Transfer from Fine & Forfeiture Fund to Sheriff Regular - Transfer - $80

5.1.4c. 26-R-87 - Budget Transfer from MSTU for Law Enforcement to Sheriff Patrol CID – TR - $29,998

5.1.5. 26-R-88 - Tourist Development Tax Fund - Visitors and Convention Bureau - $10,165

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

5.2. Clerk of the Court Items

5.2.1. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 044970, 046854, 047096, 047545, 047789, 047790, 47812, Landfill Disposition List, and Property Appraiser List

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Commissioner Stone advised that Consent Agenda Item 7.1.1. is related to Item 5.2.1. and would like to approve that Item as well. It was the general consensus of the Board to concur.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to approve the disposition of property forms 044970, 046854, 047096, 047545, 047789, 047790, 47812, Landfill Disposition List, Property Appraiser List and Consent Agenda Item 7.1.1. The motion was unanimously approved by the Board (5-0).

7. CONSENT:

A motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion unless desired by a Commissioner. Upon motion of Commissioner Bryant, seconded by Commissioner Stone, the Board acted on the Consent Agenda as follows:

7.1. Administration:

7.1.1. Request Approval to Donate Vehicle to Quality of Life Rehab & Foster, Inc. (Budget Impact - None)

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

Description/Background: On March 19, 2026, a request was received from Quality of Life Rehab & Foster, Inc., for a vehicle to support their ongoing work in the community.

Per Administrative Policy 4.3 and Florida State Statutes 274.05, the Marion County Board of County Commissioners has the discretion to donate equipment to governmental agencies and non-profit entities. The Fleet department has identified a 2014 Chevy 3500 Express Van, asset number VN-16, to consider for the donation. The disposition form is attached for reference and is included as a separate agenda item on this meeting for approval.

Quality of Life Rehab & Foster, Inc., is a grass roots effort to increase the quality of life for all animals, especially those who have been injured or abandoned and are most susceptible to entering the shelter.

Budget/Impact: None.

Recommended Action: Motion to approve donation of the 2014 Chevy 3500 Express Van, asset number VN-16, to Quality of Life Rehab & Foster, Inc.

(Ed. Note: This Item was approved with Agenda Item 5.2.1.)

7.2. Attorney:

7.2.1. Request Approval of Auto Liability Settlement in the Civil Action, Anthony Gonzalez v. Marion County Board of County Commissioners, Case No. 2025-CA-289 (Budget Impact - Neutral; expenditure of $175,000)

The Board accepted the following recommendation to adopt Resolution 26-R-89 as presented by County Attorney Mathew G. Minter, Legal:

Description/Background: On May 23, 2023, Anthony Gonzalez was the driver of a 2016 Hyundai Sonata which was turning right into Baseline Auto Sales on County Road 35 (Baseline Road). A County-owned 2007 dump truck operated by a County employee struck the rear of Mr. Gonzalez's vehicle, causing Mr. Gonzalez to hit a parked Ford van in the Baseline Auto Sales lot.

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Mr. Gonzalez underwent treatment and complained of pain and discomfort in his neck, back and right knee because of the accident and underwent right knee surgery on September 27, 2023.

Mr. Gonzalez is represented by Dan Newlin Injury Attorneys. This lawsuit was filed on February 17, 2025. The original demand for settlement was for our maximum sovereign immunity limit of $200,000. If this case were to proceed to a jury trial, Marion County faces exposure for Mr. Gonzalez's past and future medical expenses as well as non-economic damages which could easily exceed the sovereign immunity limit if a jury were to favorably consider Mr. Gonzalez's claim that his quality of life has been diminished due to this accident.

On March 9, 2026, Mr. Gonzalez forwarded a settlement demand in the amount of $175,000. The County Attorney's office agreed to the amount of $175,000, contingent on approval by the Marion County Board of County Commissioners (Board), which Mr. Gonzalez accepted. The recommendation to the Board is that Marion County settle this auto liability claim in the amount of $175,000, inclusive of attorneys' fees and costs to be paid from the Auto Liability Self-Insurance Fund.

Budget/Impact: Neutral; expenditure of $175,000, from the Auto Liability Self-Insurance Fund ZK160519-545701.

Recommended Action: Motion to Adopt Resolution Approving Settlement in the Anthony Gonzalez v. Marion County Board of County Commissioners, Civil Action Case for $175,000, to be paid for by the County's Auto Liability Self-Insurance Fund.

Resolution 26-R-89 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING SETTLEMENT FOR ALL CLAIMS IN THE CIVIL ACTION, ANTHONY GONZALEZ V. MARION COUNTY BOARD OF COUNTY COMMISSIONERS, CASE NO. 2025-CA-289

7.3. Community Services:

7.3.1. Request Approval of the Marion County Standard Public Services Agreement Community Development Block Grant Program (CDBG-PS) with Wear Gloves, Inc. (Budget Impact - Neutral; not to exceed $50,000)

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

Description/Background: On August 6, 2025, the Board approved the FY 2025-26 Annual Action Plan for Community Services, which includes the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG). This Annual Action Plan aligns with the Fiscal Year 2024-2028 Five-Year Consolidated Plan.

Wear Gloves, Inc. is a local nonprofit organization who applied for CDBG funds to expand its comprehensive support services tailored to meet their needs and help become valued members of the community through employment, workforce development, job certification, supportive housing and life skills training.

The Dignity House Program under Wear Gloves, Inc. offers a safe, temporary 12-month shelter with access to mental health coaching, addiction recovery counseling, workforce readiness, job training, etc. The program is a low barrier; men's shelter located at parcel number 30918-001-00. The funding being

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requested is to assist the program in expanding its services and to increase the number residents served at the current facility.
The project is located within Marion County and aligns with the objectives and requirements of the CDBG program.
Budget/Impact: Neutral; not to exceed $50,000.
Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute all necessary documents associated with this Agreement with the Wear Gloves, Inc. and authorize Community Services Director to extend the term of the agreement if necessary.

7.4. Municipal Services:

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

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

Description/Background: The East Lake - Woodmar Road Improvement Project has been completed and constructed according to plan. In accordance with the contract, this project is under a warranty period of one (1) year. This improvement area has been maintained by the Office of the County Engineer and will continue to be maintained after the warranty period has ended.
Budget/Impact: None.
Recommended Action: Motion to accept construction of East Lake - Woodmar Improvement Area and authorize Chairman to execute letter advising the contractor of the one (1) year warranty period.

7.5. Procurement Services:

7.5.1. Request Approval of Bid Award: 26B-041 DRA Mowing Areas II and IV - Southern Shield Land & Disaster Services, LLC, Trenton, FL (Budget Impact - Neutral; expenditure of $79,975)

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

Description/Background: On behalf of the Office of the County Engineer, Procurement advertised a bid for mowing Area II and Area IV. Area II has 278 Drainage Retention Areas (DRAs) with 269.3 acres and Area IV has 153 DRAs with 187.7 acres. The Scope of Work is for five (5) mowing cycles per year which include routine mowing of DRAs, drainage right-of-ways, adjacent right-of-ways, and conveyance swales within drainage easements. The work also includes trimming around structures such as pipe ends, discharge structures, signs, trees, and along fencelines.
A total of six (6) bids were received for Area II in response to the solicitation, and the bid tabulation is provided below:

Firm - Location	Bid Total
Southern Shield Land & Disaster Service - Trenton, FL	$47,127.50
Three Ponds Rental, LLC - Ocala, FL	$62,612.25
BWC Services USA - Ocala, FL	$79,443.50

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JCM Outdoor Services, LLC - Anthony, FL	$80,790.00
American Grounds Service, LLC - Dunnellon, FL	$83,370.79
Extreme Enterprises of Marion County - Ocala, FL	$94,255.00

A total of seven (7) bids were received for Area IV in response to the solicitation, and the bid tabulation is provided below:

Firm - Location	Bid Total
Southern Shield Land & Disaster Service - Trenton, FL	$32,847.50
Three Ponds Rental, LLC - Ocala, FL	$43,640.25
Rick's Lawn Service - Ocala, FL	$56,925.00
BWC Services USA - Ocala, FL	$55,371.50
JCM Outdoor Services, LLC - Anthony, FL	$56,310.00
American Grounds Service, LLC - Dunnellon, FL	$61,593.75
Extreme Enterprises of Marion County - Ocala, FL	$65,695.00

Steven Cohoon, P.E., County Engineer, recommends that Southern Shield Land & Disaster Service 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 Southern Shield Land & Disaster Service for signature, and upon return will be forwarded to the Clerk and Chairman for signatures.

Budget/Impact: Neutral; total expenditure of $79,975. Funding is from EK430538-534101 (Stormwater Program).

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract, and upon approval by Legal, authorize the Clerk and Chairman to execute the contract with Southern Shield Land & Disaster Service under 26B-041.

7.5.2. Request Approval of Bid Award: 26B-051 Silver Springs Shores 2026 Road Resurfacing Project - Superior Asphalt Inc., Bradenton, FL (Budget Impact - Neutral; expenditure of $615,001)

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

Description/Background: On behalf of the Marion County Municipal Services Department, Procurement advertised a bid seeking qualified and experienced contractors for the resurfacing of approximately four (4) miles of subdivision local road sections within Silver Springs Shores. The project includes roadway preparation, crack sealing, leveling, adjustment of manholes and valve boxes to grade, shoulder removal, minor clearing and grubbing, installation of temporary striping, placement of permanent thermoplastic striping, and stabilization of all areas disturbed during construction. The contractor will be responsible for proper disposal of all debris and for adhering to all applicable permitting requirements and construction standards. Three (3) submittals were received, and the tabulation is listed below.

Firm Name - Location	Bid Price
Superior Asphalt Inc., - Bradenton, FL	$615,001.00
C.W. Roberts Contracting, Inc. - Wildwood, FL	$789,541.99
Anderson Columbia Co., Inc. - Lake City, FL	$983,204.55

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Municipal Services Director, Chad Wicker, recommends that Superior Asphalt Inc., receive the award as the lowest, most responsive, and most responsible bidder.
Attached for review is a draft contract. Upon approval at today's meeting, it will be sent to Superior Asphalt Inc., for signatures. Once returned, it will be forwarded to the Clerk and Chairman for signatures.
Budget/Impact: Neutral; expenditure of $615,001. Up to 10% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from HN522541-563220 (RM SSS MSTU Road Improvements).
Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and upon approval by Legal, authorize the Chairman and Clerk to execute the contract under 26B-051.

7.5.3. Request Approval of Bid Exemption: 26BE-070 E-One Typhoon Pumper Engine Refurbish - On Scene Repairs & Maintenance, LLC, Ocala, FL (Budget Impact - Neutral; estimated expenditure of $280,897.21)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of Marion County Fire Rescue (MCFR), Procurement Services is requesting a bid exemption for the refurbishment of a 2007 E-One Typhoon Pumper, Asset 39958, Serial 13244, VIN 4ENRAAA8771002444.
This engine has served as a reserve unit for more than 10 years and has been out of service for the past two (2) years. To avoid the significant cost of purchasing a new engine and to minimize the use of surtax funds required to return this unit to front-line service, approval is requested for On Scene Repairs & Maintenance, LLC (On Scene) to perform the necessary scope of work. MCFR was not able to obtain additional quotes as the only other certified provider capable of performing this service did not respond to the request.
Attached for review and approval is the Solicitation Waiver and the On Scene's quote. Upon approval at today's meeting, the waiver will be presented to the Chairman for signatures.
Budget/Impact: Neutral; expenditure of $280,879.21. Funding is from VJ732522-564101 (INFRAST SURTAX CAP PROJ FUND).
Recommended Action: Motion to approve the bid exemption and authorize the Chairman to execute the solicitation waiver under 26BE-070.

7.5.4. Request Approval of Change Order to Purchase Order 2401732: 24Q-226 Cross Florida Greenway Baseline Road to Santos Paved Trail - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of $57,685)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On September 4, 2024, the Board approved a Request for Qualifications (RFQ) awarding a contract with Kimley-Horn and Associates, Inc. (KHA) to develop engineering plans, specifications, cost estimates, bid documents, and permit documents for the proposed Cross Florida Greenway paved trail, extending from the Baseline Road Trailhead to the Santos Trailhead.
This change order revises the scope of services to include the design of a proposed pedestrian crossover bridge at the Florida Northern Railroad and

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removes the optional Florida Scrub-Jay survey, retaining wall design, and bidding/post-design services. Those funds will be reallocated to provide additional geotechnical services and structural design for a prefabricated pedestrian truss bridge, including ramps and support towers.

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

Budget/Impact: Neutral; additional expenditure of $57,685, bringing the total amount of the Purchase Order to $895,710.18. Funding comes from BL760541-563220-TIP000024 (County Transportation Maintenance Fund).

Recommended Action: Motion to approve the change order, allow staff to process, and authorize the Chairman and Clerk to execute the third change order to Purchase Order 2401732.

7.5.5. Request Approval of Contract Amendment 18P-021-CA-04, Visitors and Convention Bureau Website Development – Tempest Interactive Media, LLC, Philadelphia, PA (Budget Impact - Neutral; additional expenditure of $5,600)

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

Description/Background: On April 3, 2018, the Board awarded a contract to Tempest Interactive Media, LLC under project 18P-021 for website development. This Contract Amendment adds audit work to ensure American for Disabilities Act (ADA) compliance.

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

Budget/Impact: Neutral; additional expenditure of $5,600 fee, bringing the project's total cost to $176,650. Funding is available in CP155552-548101 (Tourist Development Fund).

Recommended Action: Motion to approve the contract amendment, and upon approval by Legal, authorize the Chairman and Clerk to execute the contract with Tempest Interactive Media, LLC under 18P-021.

7.5.6. Request Approval of Contract Amendment: 24Q-279-CA-01 Fire Training Facility - A&E Services - Monarch Design Group, LLC, Ocala, FL (Budget Impact - Neutral; expenditure of $716,804.89)

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

Description/Background: On February 18, 2025, the Board approved a contract with Monarch Design Group, LLC to provide Professional Architectural Services for Marion County Facilities Management. The original project was intended for the Fire Training Facility; however, it was later determined that the project would instead be used to develop the prototype design for Fire Station 24.

This Amendment supplements the Agreement by adding the Construction Documents for Fire Station 24.

Attached for review is a draft contract amendment. Upon approval at today's meeting, it will be sent to Monarch Design Group, LLC for signatures. Once returned, it will be forwarded to the County Attorney, Clerk, and Chairman for signatures.

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Budget/Impact: Neutral; expenditure of $716,804.89. Funding is available in line VJ732522-562102 - Infrastructure Surtax Capital Project Fund.
Recommended Action: Motion to approve, and upon approval by Legal, authorize the Chairman and Clerk to execute the contract with Monarch Design Group, LLC under 24Q-279.

7.5.7. Request Approval of Contract Amendment (Renewal): 20P-151-CA-04, Disposition of Unclaimed Bodies - Gratitude & Compassion, LLC dba Roberts of Ocala Funerals and Cremation, Ocala, FL (Budget Impact - Neutral; estimated expenditure of $90,000)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On October 6, 2020, the Board approved an agreement with Gratitude and Compassion, LLC d/b/a Roberts of Ocala Funerals and Cremation (Roberts) to provide services for the care and disposition of unclaimed decedents in Marion County. These services include respectful removal, storage, cremation, disposition of remains, and completion of all required legal and administrative documentation.
On January 6, 2026, the Board approved a renewal of this agreement for an additional five (5) year term, extending through October 31, 2031. However, the renewal agreement was not executed as Roberts experienced a change in management and subsequently requested an increase in compensation before signing. Staff is now presenting a revised renewal agreement incorporating the requested rate adjustment, which increases the cost per unclaimed body from $720 to $900 to reflect current service.
Roberts has consistently performed these services in a satisfactory and professional manner. Staff recommends approval of the renewal agreement, as revised, to formalize the ongoing services and updated pricing.
The modification agreement, signed by Roberts, is attached for review. Upon Legal's approval, it will be forwarded for Clerk and Chairman signatures.
Budget/Impact: Neutral; estimated annual expenditure of $90,000.
Recommended Action: Motion to approve and allow staff to issue, and upon approval by Legal, authorize the Chairman and Clerk to execute the contract with Gratitude and Compassion, LLC d/b/a Roberts of Ocala Funerals and Cremation under 20P-151.

(Ed. Note: This Item was approved with Budget Amendment Resolution 5.1.2.)

7.5.8. Request Approval of Piggyback of Contract: 26PB-061 Cleaning and Inspection of Manholes, Wastewater Lines, and Lift Stations - EnviroWaste Services Group, Inc., Palmetto Bay, FL (Budget Impact - Neutral; estimated annual expenditure of $200,000)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: Marion County Utilities (MCU) requests approval to piggyback Hillsborough County Contract ITB-24-24598 Cleaning and Inspection - Sanitary with EnviroWaste Services Group, Inc. for gravity sewer main cleaning and inspections. Hillsborough County's contract is effective through February 28, 2027.
Procurement Services has reviewed all supporting documentation and confirmed the piggyback complies with the County's Procurement Manual.

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Presented for review is the Solicitation Waiver and the Hillsborough County Contract ITB-24-24598 Cleaning and Inspection - Sanitary.
Upon approval at today's meeting, the Solicitation Waiver will be presented to the Chairman for final execution.
To remain consistent with the Hillsborough County master contract, the County's piggyback agreement will automatically renew in accordance with Hillsborough County Contract ITB-24-24598 Cleaning and Inspection - Sanitary.
Budget/Impact: Neutral; estimated annual expenditure of $200,000, subject to actual service needs and not to exceed budgeted amounts. Funds are available in Line ZF445536-563102 (Marion County Utility Fund).
Recommended Action: Motion to approve the request to piggyback the Hillsborough County contract authorize the Chairman to execute the Solicitation Waiver.

7.5.9. Request Approval of Selection Committee Recommendation: 26Q-047 Tourism Development Feasibility Analysis - C.H. Johnson Consulting, Inc., Chicago, IL (Budget Impact - None)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of the Marion County Visitors & Convention Bureau (VCB), a Request for Qualifications (RFQ) was advertised to contract with qualified firms capable of providing professional consulting services for individual feasibility analysis of tourism development opportunities throughout the County on an as-needed, task order basis. Services include, but are not limited to: market analysis assessing tourism trends, user demand, and competitive benchmarks; economic and financial feasibility including revenue projections, return-on-investment, cost-benefit analyses, and funding opportunities; site and infrastructure evaluation of venue/park assets, access, and needs; concept development and comparative analysis; trail, park, and facility enhancements; and reporting/presentations with deliverables such as feasibility reports, executive summaries, and stakeholder presentations. Two (2) submittals were received and evaluated by Selection Committee members Sky Wheeler, Charles Ryan, and Chuck Varadin. The firms were ranked as follows:

FIRM - Location	Rank
C.H. Johnson Consulting, Inc. - Chicago, IL	1
Amarach Planning Services - Ocala, FL	2

The Selection Committee recommends awarding a contract to C.H. Johnson Consulting, Inc., the top-ranked firm. Although the County is currently contracting with one firm, VCB plans to re-open RFQ 26Q-047 to solicit additional qualified firms. This approach will broaden the vendor pool, enabling VCB to more effectively manage the County's ongoing workload and project demands.
Attached for review is a draft contract. Upon approval at today's meeting, the contract will be sent to the firm for signature and once returned will be forwarded to the County Attorney, Clerk, and Chairman for signatures.
Budget/Impact: None; task orders exceeding $50,000 will be brought back before the Board for approval.

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Recommended Action: Motion to approve the recommendation and allow staff to issue the contract to C.H. Johnson Consulting, Inc., and upon approval from Legal, authorize the Chairman and Clerk to execute under 26Q-047.

7.5.10. Request Approval of Sole Source Declaration: 26SS-068 MicroC 2000 - Hawkins Water Treatment Group, Inc. d/b/a Hawkins, Inc. Apopka, FL (Budget Impact - Neutral; estimated expenditure of $100,000)

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

Description/Background: Marion County Utilities department has the need to utilize MicroC 2000 as a supplemental carbon source within the wastewater treatment process to assist in denitrification. The sole manufacturer of the product is Environmental Operating Solutions, Inc. (EOSi). The sole supplier of less than bulk packaging in the State of Florida is Hawkins Water Treatment Group, Inc. d/b/a Hawkins, Inc.(Hawkins, Inc.).

Attached for review and approval is a Solicitation Waiver and the Sole Source letter from EOSi.

Budget/Impact: Neutral; estimated expenditure of $100,000. Funding is from ZF445535-552108 (MARION COUNTY UTILITY FUND).

Recommended Action: Motion to approve the request and authorize the chairman to execute the solicitation waiver to declare Hawkins, Inc. the sole source provider for Micro C 2000 under 26SS-068.

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

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

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

1. Pending Requisition/Sportsfield Specialties - Marion County Parks & Recreation requests approval to purchase a StormGuard® ball safety netting system from Sportsfield Specialties. Equipment includes aluminum poles, cabling and hardware, ground sleeves, and black nylon ball safety netting for ball containment and spectator protection. The purchase also includes stamped and sealed engineering drawings and structural calculations prepared by a licensed professional engineer in accordance with applicable building codes Freight charges are included. Total expenditure of $117,775.35. Funds are available in line CR362572-563102. This purchase meets competitive bidding requirements under Keystone Purchasing Network (KPN) Contract KPN-202001-02.
2. Pending Requisition/ Dell Marketing LP - Marion County Fire Rescue requests approval to purchase mobile data terminal equipment from Dell Marketing LP, a subsidiary of Dell Technologies. Equipment includes 70 Dell Pro Rugged tablets, 100 Dell Pro Rugged keyboards, and 100 Havis docking stations to support Fire-EMS mobile operations. This purchase includes manufacturer warranty and ProSupport Plus service coverage. Total expenditure of $336,879.10. Funds are available in lines AA305526-552116 ($129,229) and EF300522-552116 ($207,650.10.) This purchase

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meets competitive bidding requirements under the NASPO ValuePoint Computer Equipment Contract 43210000-23-NASPO-ACS 28880179, State of Florida Contract C000001116132.

3. Pending Requisition/Dell Marketing LP - Marion County Public Library System requests approval to purchase 72 standard desktop computers from Dell Marketing LP, a subsidiary of Dell Technologies, to support library computer operations. The purchase includes Dell Pro Micro Plus desktop units with keyboards, mice, and five-year ProSupport service coverage. Total expenditure of $100,992.96. Funds available in line AA375571-552116 (375WIDELIB). This purchase meets competitive bidding requirements under the NASPO ValuePoint Computer Equipment Contract 43210000-23-NASPO-ACS 30807097, State of Florida Contract C000001116132.

Recommended Action: Motion to approve requested purchases.

7.6. Tourist Development:

7.6.1. Request Approval of Tourist Development Council Request for Event Bid Fees (Budget Impact - Neutral; expenditure of $26,000)

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

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

Funding for the USA Swimming Speedo Sectionals was initially approved by the Marion County Board of County Commissioners on March 19, 2024, as part of a three-year agreement. The event's sanctioning body has since directed the host organization, CSF Aquatics, to adjust the dates for the 2026 event year. The contract presented for approval reflects this change in event dates only. No additional funding is being requested.

USA Swimming Speedo Sectionals	$25,000
Fishers of Men Championship Bass Tournament	$1,000

Budget/Impact: Neutral; expenditure of $26,000. Funding from CP155552-548101.

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

7.7. Transportation - County Engineer:

7.7.1. Request Approval of a Purchase Agreement Associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project for a Portion of Parcel 23299-003-01 (Budget Impact - Neutral; expenditure of $203,065)

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

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Description/Background: This is a request to approve a Purchase Agreement in the amount of $203,065, plus closing costs for a portion of parcel 23299-003-01 associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project (from +/- 900 feet North of SR 40 to +/- 600 feet South of US Hwy 27). This is a right-of-way taking of approximately 0.067 acres of an improved lot.
The negotiated agreement is inclusive of any and all costs associated with this transaction. There are cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.
Budget/Impact: Neutral; expenditure of $203,065, plus closing costs (Fund STC073812- CIPTRANSP- EXPANS ROW- 738- VJ738541-561301).
Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Purchase Agreement.

7.7.2. Request Approval of a Purchase Agreement Associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project for Portions of Parcel 2109-001-000 (Budget Impact - Neutral; expenditure of $467,000)
The Board accepted the following recommendation as presented by County Engineer Cohoon, OCE:

Description/Background: This is a request to approve a Purchase Agreement in the amount of $467,000 plus closing costs for portions of parcel 2109-001-000 associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project (from +/- 900 feet north of SR 40 to +/- 600 feet south of US Hwy 27). This is a 0.363-acre Right-Of-Way taking and a 0.003-acre Temporary Construction Easement taking of an improved parcel.
The negotiated agreement is inclusive of any and all cost associated with this transaction. There are cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.
Budget/Impact: Neutral; expenditure of $467,000, plus closing costs (Fund STC073812- CIPTRANSP- EXPANS ROW- 738- VJ738541-561301).
Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Purchase Agreement.

7.7.3. Request Approval of a Purchase Agreement and Addendum Associated with the SW 49th Avenue North Phase Road Improvement Project for Parcel 3578-015-004 (Budget Impact - Neutral; expenditure of $363,520)
The Board accepted the following recommendation as presented by County Engineer Cohoon, OCE:

Description/Background: This is a request to approve a Purchase Agreement and Addendum in the amount of $363,520, plus closing costs for parcel 3578-015-004 associated with SW 49th Avenue North Phase Road Improvement Project (from Marion Oaks Trail to SW 95th Street). This is a full acquisition of approximately 0.44 acres of improved property. The Addendum provides for extended occupancy of six (6) months.
The negotiated agreement is inclusive of any and all costs associated with this transaction. There are cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.
Budget/Impact: Neutral; expenditure of $363,520, plus closing costs (Fund STC073814-CIP TRANSP- EXPANS ROW-738- VJ38541-561301).

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

7.7.4. Request Approval of Amendment to Developer's Agreement Ocala Crossings North PUD and to Developer's Agreement Ocala Crossings South PUD (Budget Impact - Neutral; expenditure of $150,000, in future Transportation Improvement Program)
The Board accepted the following recommendation as presented by County Engineer Cohoon, OCE:

Description/Background: This is a request to approve an Amendment to both Developer's Agreements for the Ocala Crossings North and South Planned Unit Developments (PUDs). The Amendment addresses outstanding issues related to SW 85th Street and SW 90th Street, corrects a scrivener's error in the South PUD Agreement related to the SW 85th Street obligations, modifies the North PUD requirements to reflect construction of only a partial segment of SW 85th Street, and establishes a path forward for the design and construction of SW 90th Street.
It has been determined that SW 90th Street cannot be constructed within the right-of-way alignment originally anticipated and already conveyed. It is necessary for SW 90th Street to be realigned to the north to avoid impacts to an existing home. This Amendment provides for additional right-of-way dedication by the developers and contemplates the County's acquisition of supplemental right-of-way in areas not associated with either development. The Amendment also establishes a coordinated framework between the developers for the design, permitting, construction, and cost allocation of the remaining SW 90th Street improvements, along with issuance of transportation impact fee credits for eligible improvements. While the developers remain responsible for design and construction of the SW 90th Street roadway improvements, it will be necessary for the County to perform a preliminary engineering evaluation to support the potential eminent domain acquisition of right-of-way not associated with the developments but necessary to complete roadway connections in the area.
The realignment of SW 90th Street requires relocation of an existing County water main. The relocation costs will be shared between both developers and be eligible for transportation impact fee credits, capped at the lesser of actual cost or seventy-five percent (75%) of the estimated cost of $174,500.
Estimated construction costs for the remaining SW 90th Street improvements are $718,246.49 for the southern developer and $1,146,028, for the northern developer, and will be offset through impact fee credits.

8. COUNTY ATTORNEY:

8.1. Request Approval of a Resolution, at the Direction of the School Board, that the Board of County Commissioners Request the Supervisor of Elections of Marion County, Florida to Place a Measure on the Ballot for the November 3, 2026, General Election for the Electors within the School District to Vote on the Approval to Continue a One Mill Ad Valorem Tax for Four Years Pursuant to Section 1011.73(2), Florida Statutes
The Board considered the following recommendation as presented by County Attorney Minter, Legal:

Description/Background: The School Board of Marion County, Florida has determined that the continuation of the one mill ad valorem tax to be used for necessary operating expenses, levied effective July 1, 2027, for a period of four

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(4) years, subject to referendum approval, is to fund necessary operating expenses including safe schools, reading, physical education, art, music, library/media, and vocational programs; meeting class size requirements; and retaining State Certified teachers and paraprofessionals with oversight of these expenditures by an independent citizens financial oversight committee, as described in the copy of the School Board's Resolution 26-04 levying such ad valorem tax, (subject to referendum approval), attached hereto and incorporated herein as an exhibit. The previous additional one mill ad valorem tax approved by referendum in 2022 for necessary operating expenses expires June 30, 2027.

Budget/Impact: None.

Recommended Action: Motion to Adopt the Resolution, at the direction of the School Board, that the Board of County Commissioners request the Supervisor of Elections of Marion County, Florida to place a measure on the ballot for the November 3, 2026, general election for the electors within the School District to vote on the approval to continue a one mill ad valorem tax for four years, pursuant to Section 1011.73(2), Florida Statutes; and transmittal of the Resolution to the Supervisor of Elections.

County Attorney Matthew G. Minter advised that this is a request for Board adoption of a Resolution to place a measure on the ballot for the November 3, 2026 General Election for continuation of a one mill ad valorem tax for four years beginning in 2027 for the Marion County School Board (MCSB), noting the School Board has requested this type of Resolution in the past. He stated the question has been posed to him as to whether the Board has to approve these Resolutions to put the item on the ballot, noting his answer has always been yes, the Board has to do that. Mr. Minter clarified that the Board's approval of the Resolution does not indicate an endorsement of the subject matter of the ballot question, but it is simply ministerially advising the Supervisor of Elections to place this measure on the ballot.

A motion was made by Commissioner McClain, seconded by Commissioner Stone, to adopt Resolution 26-R-90, at the direction of the School Board, requesting the Supervisor of Elections of Marion County, Florida to place a measure on the ballot for the November 3, 2026, General Election for the electors within the School District to vote on the approval to continue a one mill ad valorem tax for four years, pursuant to Section 1011.73(2), Florida Statutes; and transmittal of the Resolution to the Supervisor of Elections. The motion was unanimously approved by the Board (5-0).

Resolution 26-R-90 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA AUTHORIZING REFERENDUM ON THE SCHOOL BOARD OF MARION COUNTY, FLORIDA CONTINUING ONE MILL AD VALOREM TAX FOR SCHOOL DISTRICT OPERATING EXPENSES, AND PROVIDING AN EFFECTIVE DATE.

8.2. Request Board Authorization for County Attorney and County Engineer to Proceed with the Acquisition of Certain Property Interests from Bal Bay Realty, LTD., or its Successor in Interest, for the SW 40th and SW 49th Avenue Road Construction Project, Within the Purchase Price and Other Parameters Described Herein

County Attorney Minter, Legal, presented the following recommendation:

Description/Background: Marion County is currently constructing the SW 40th and SW 49th Avenue Roadway Project pursuant to a design-build contract with Art

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Walker Construction, Inc. Acquisition of certain real property interests owned by Bal Bay Realty, LTD. is necessary to complete the project as designed. Bal Bay Realty, LTD., owns two parcels directly to the south of SW 66th Street and east of Interstate 75, totaling approximately 33.84 acres in size. The approved roadway alignment necessitates the proposed acquisitions, which include 0.005 acres of drainage easements, 0.057 acres of fee simple right-of-way, 0.456 acres of temporary construction easements, and 0.086 acres of a Marion County utility easement, for a total of 1.117 acres of property being acquired. Following extensive negotiations and the filing of a Petition in Eminent Domain, the parties have reached an agreement on the essential terms of a negotiated settlement, which is being presented for the Court's approval via a Stipulated Order of Taking and Final Judgment (Stipulated OT). The proposed Stipulated OT provides for the acquisition of the necessary property interests to allow construction to proceed. Staff respectfully requests Board approval of the proposed Stipulated OT, based on the agreed-upon essential terms, and authorization for the County Attorney and County Engineer to finalize and execute the Joint Motion for Entry of the Stipulated OT and any related ancillary documents consistent with those terms that are necessary to complete the acquisitions. Construction activities in this phase of the project have been delayed pending the acquisition of the required property interests. Approval of these settlement terms will facilitate the timely completion of the roadway project.

Compensation and Expenses: The most important part of the settlement provides for payment of the constitutional measure of "full compensation" to the property owner for all interests for $50,000, including any claims for severance damages or consequential damages. In addition to that, the County will be required to pay the owner's statutory attorney fees of $14,751, for a total cost to the County of $64,751. Payment of these amounts is subject to the Court's execution of a proposed Stipulated Order of Taking and Final Judgment.

This will provide for the acquisition of what has been described in the eminent domain proceedings as Parcels 86 and 89 for fee simple right-of-way; Parcel 85 for a perpetual drainage easement, Parcels 87 and 88, for temporary construction easements, and one Unnumbered Marion County utility easement. Descriptions of the acquisition parcels are attached to the proposed Stipulated Order of Taking and Final Judgment.

Budget/Impact: Expenditure of $64,751, payable from account STC073804 CIP TRANSP NEWINF ROW 738 VJ738541 561301.

Recommended Action: Motion to approve the proposed Stipulated Order of Taking and Final Judgment to be finalized by the County Attorney and the County Engineer, incorporating the terms described above.

County Attorney Minter advised that this is a request for approval of an eminent domain acquisition for right-of-way (ROW) acquisition from Bal Bay Realty, LTD properties and is pursuant to the SW 49th Street project, noting staff recommend Board approval of this request. This would enable the County to file the Stipulated Order Of Taking with the Court.

In response to Chairman Zalak, Mr. Minter stated this approval would also provide for a Final Judgment as well.

A motion was made by Commissioner Bryant, seconded by Commissioner McClain, to approve the proposed Stipulated Order of Taking and Final Judgment to be finalized by

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the County Attorney and the County Engineer, incorporating the terms described above. The motion was unanimously approved by the Board (5-0).

8.3. Request Consideration of Reduction and/or Release of Civil Restitution Liens for Briley Carr

County Attorney Minter, Legal, presented the following recommendation:

Description/Background: On March 27, 2026, the County Attorney's Office received a request from Briley Carr for a Release/Reduction of their Civil Restitution Liens from Case No. 2017-MM-6266, recorded at OR Book 6705 Page 1768 on January 24, 2018, and Lien recorded at OR Book 7016 Page 0205 on August 2, 2019. Mr. Carr is requesting a reduction of the Civil Restitution/Cost of Incarceration Lien totaling $8,279.57, with $5,500.00 remaining in judgment and $2,779.57 in interest.

On October 1, 2017, Mr. Carr was arrested for Battery (First Degree Misdemeanor), Violation of Domestic Violence Injunction (First Degree Misdemeanor) and Petit Theft (First Degree Misdemeanor) in Case No. 2017-MM-6266. On December 11, 2017, he was released on bond. On December 20, 2017, Mr. Carr was sentenced to 72 days, time served and placed on twelve (12) months of Probation. The Court imposed a Judgment of Cost of incarceration of $3,600.00 (sentence 72 days x $50 per day). He served a total of 72 days in the Marion County jail and was not an Inmate Worker. He has paid all other court fines and fees for this case.

On February 1, 2019, Mr. Carr was arrested for Violation of Probation for Battery (First Degree Misdemeanor), Violation of Domestic Violence Injunction (First Degree Misdemeanor) and Petit Theft (First Degree Misdemeanor) in Case No. 2017-MM-6266. Mr. Carr was released on bond on February 2, 2019. He served a total of two (2) days in the Marion County jail and was not an Inmate Worker.

On April 10, 2019, Mr. Carr was arrested for Failure to Appear on the Violation of Probation for Battery (First Degree Misdemeanor), Violation of Domestic Violence Injunction (First Degree Misdemeanor) and Petit Theft (First Degree Misdemeanor) in Case No. 2017-MM-6266. On May 15, 2019, Mr. Carr was sentenced to 121 days, time served. The Court imposed a Judgment of Cost of incarceration of $1,900.00 (sentence 38 days x $50 per day). He served a total of 38 days in the Marion County jail and was not an Inmate Worker. He has paid all other court fines and fees for this case.

Mr. Carr is asking for this release/reduction of their liens to help him purchase a house.

Budget/Impact: None.

Recommended Action: Motion to approve or deny Briley Carr's request for a Reduction and/or Release of the Civil Restitution Liens recorded at OR Book 6705 Page 1768 on January 24, 2018, and OR Boox 7016 Page 0205 on August 2, 2019.

Mr. Minter stated this is a request for reduction or elimination of civil restitutions lien from Briley Carr in the amount of $8,279.57, which includes the original $5,500.00 plus $2,779.57 in interest.

Briley Carr, Redwood Run Track, stated he had no idea about the civil restitution liens until a few days ago and noted he paid off every other fee that he was aware of. He advised that he was made aware of the liens when he went to purchase a home, noting

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he is requesting to either waive them or reduce the liens so he can try to move forward with his life and purchase the home in order to get all of this behind him.
Mr. Minter clarified that there is no indication that Mr. Carr had any service while incarcerated, that he would have gotten credit for the inmate service, noting the total with interest is $8,279.57.
Commissioner Stone noted there is a gentleman with Mr. Carr who would also like to address the Board.
Mark Shaffer, N. Magnolia Avenue, advised that he owns ABC Body Shop, noting Mr. Carr has worked for him for five years. He stated Mr. Carr got his life back, straightened out and is walking the straight and narrow. Mr. Shaffer advised that Mr. Carr has a permanent job with him, noting Mr. Carr worked really hard to get everything taken care of and would appreciate any help the BCC could provide.
Chairman Zalak stated he had no issue waiving the interest on the liens. Commissioner McClain concurred.
Commissioner Stone questioned whether it was possible to set up a payment plan for Mr. Carr, noting a lending institution may look more favorably when seeing that Mr. Carr is making payments on those liens.
In response to Commissioner Bryant, Mr. Carr stated he would contact his lender to see if they would accept him making a payment plan option.
Commissioner Bryant advised that the Board has in the past drafted a promissory note and then showed the lien is being paid off, which is what was needed for the lending institution.
General discussion ensued.
Mr. Minter stated the Agenda Item cover memo noted that Mr. Carr was an inmate worker for 2 days. Commissioner Bryant noted the lien needs to be reduced to give him credit for those 2 days served as an inmate worker. Mr. Minter advised that he misread the Memo, noting Mr. Carr was not an inmate worker during his incarceration.
In response to Mr. Minter, Commissioner Bryant requested Mr. Minter work out the payment terms with Mr. Carr so that it is affordable for him to be able to move forward and buy his home.
A motion was made by Commissioner Bryant, seconded by Commissioner Curry, to waive the $2,779.57 in interest and to reduce the Civil Restitution Liens to $5,500.00 and to direct the County Attorney to draw up a Promissory Note between Marion County and Mr. Carr. The motion was unanimously approved by the Board (5-0).

8.4. Request Consideration of Engagement in Services of the Ballard Partners to Represent Marion County to Advocate for the County's Interests Before the State of Florida, Particularly Including the Florida Department of Environmental Protection
County Attorney Minter, Legal, presented the following recommendation:

> Description/Background: The Florida Department of Environmental Protection (FDEP) has adopted a new Basin Management Action Plan (BMAP) Rule for Silver Springs and the Upper Silver River and Rainbow Springs Group and Rainbow River Basin Management Action Plan. The Rule's requirements for annual nitrogen reduction are neither physically nor financially achievable for the county government. See Attachment 1, Letter from County Engineer Steven Cohoon to FDEP dated May 2, 2025. After considering the options of litigation challenging the Rule, which would be very expensive and without strong likelihood of success, or choosing a non-litigation option, the County Attorney and County Administrator, as

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well as Assistant County Administrators Angel Roussel and Tracy Straub, and County Engineer Steven Cohoon and Utilities Director Tony Cunningham, recommend engaging the services of Ballard Partners, partner David Childs, of Tallahassee, see Attachment 2, to engage in meetings with FDEP to negotiate an approach by Marion County that is operationally and economically feasible. Mr. Cunningham has had prior experience working with Mr. Childs, who is both an engineer and attorney, in dealings with state agencies. We believe this proposal is in the best interests of Marion County.

Budget/Impact: Expenditure of $108,000, payable in $9,000, monthly installments, for a one-year engagement.

Recommended Action: Motion to approve the proposed Engagement Letter.

Mr. Minter advised that Marion County, like many other Counties with springs, is subject to the FDEP's BMAP Rule that relates to the requirement to reduce the total nitrogen in their springs, noting the way that FDEP has crafted this Rule is very oppressive to say the least for all Counties involved. He commented on the billions of dollars that it would cost Marion County to clean up the springs to the level that FDEP is talking about, noting one of the ironies is that it includes the effects of agricultural land that the County has no control over and also issuance of septic permits by the Health Department that the County does not control. Mr. Minter clarified that the County is being asked to be responsible for the effects of things that it does not have control over, so rather than spending a lot of money trying to litigate this Rule with the State agency, staff's recommendation is for the Board to engage the services of Ballard Partners, a Tallahassee lobbyist who has had a lot of experience negotiating issues with the FDEP in the past. He opined that this would be the County's best chance for coming up with some reasonable resolution to this issue. By way of contrast, for instance, Volusia County has a similar magnitude of imposition on them. Hernando County has calculated their numbers to be around $1,500,000,000.00 if they had to pay the imposition on them. Mr. Minter stated Marion County is not alone in this issue and staff feel like the County cannot ignore it, but wants to take affirmative action with FDEP to try to work something out.

A motion was made by Commissioner Bryant, seconded by Commissioner Stone, to approve the proposed Engagement Letter. The motion was unanimously approved by the Board (5-0).

8.5. Present Update and Request Direction Related to the County's Lawsuit Filed as a Result of the Railroad Tie Fire on CSX Property in the City of Dunnellon

County Attorney Minter, Legal, presented the following recommendation:

Description/Background: On Sunday, February 1, 2026, a railroad tie fire in the City of Dunnellon occurred and thereafter prompted direction from the Board of County Commissioners to initiate a lawsuit seeking relief in the form of an injunction in the case titled, "Marion County v. Track Line Rail, LLC, Florida Northern Railroad Company, LLC and CSX Transportation, Inc., Case No. 2026CA0496." The lawsuit was filed to facilitate the immediate removal of the railroad ties remaining after the Dunnellon Railroad Ties Fire, as well as perform any necessary remediation following the removal of the hazardous materials. The lawsuit is still pending, and CSX transportation is still actively removing the railroad ties.

Budget/Impact: None.

Recommended Action: For discussion.

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Mr. Minter advised that this is an update relating to the railroad tie issues in and around Dunnellon, noting he provided the Board with a Memo from Assistant County Attorney Linda Blackburn who has taken the lead in working on this issue and even preparing and filing a lawsuit against the CSX and Track Line Rail, LLC. However, when staff filed that lawsuit, because they had been in ongoing communications and negotiations with the General Counsel of CSX regarding the removal of the rail ties, the County did not actually serve them. Staff have held the lawsuit in abeyance because getting into that litigation would have been very expensive and would have required all kinds of expert witnesses on both sides. He clarified that the gist of the Memo is that to date, CSX has accomplished the removal of a vast amount of rail ties within the unincorporated area of the County; however, there may still be more in the City of Dunnellon, which the County does not have any jurisdiction over, but staff believe that CSX is moving to get rid of all these rail ties. Mr. Minter advised that FDEP, as a result of their intervention in this case, feels like the remediation efforts that have been made to date have satisfied their regulations; however, FDEP is going to keep on monitoring the cleanup operations on the site. He stated at this point, staff recommends not withdrawing the lawsuit, but keeping it filed with the Court until the withdrawal deadline of July 2026.

Commissioner McClain opined that the Board should leave the lawsuit in place and the County should still be trying to work on getting reimbursed for the cost for Fire Rescue to go out there and put out CSX's fire.

In response to Chairman Zalak, County Administrator Bouyounes stated the Department has not yet billed CSX and is still doing some monitoring on a weekly basis to see how many ties have been removed and how many remain. He clarified that staff are bringing that to a closure and should be finalizing those costs in order to bill them.

Chairman Zalak opined that even if staff is still monitoring them, it should move forward and bill CSX for the work performed so far, noting the importance of having it on record that railroad ties were moved.

It was the general consensus of the Board to direct staff to continue monitoring the removal of the railroad ties and to move forward and bill CSX for the work performed so far.

(Ed. Note: The Deputy Clerk did not receive a copy of the Memo from Assistant County Attorney Linda Blackburn.)

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

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

6.1. PUBLIC HEARING to Consider Transmittal of the Evaluation and Appraisal Report Large-Scale Text Amendment to Amend the Marion County Comprehensive Plan (25-L05) After the Evaluation and Appraisal Report

Deputy Director Kenneth Weyrauch, Growth Services, presented the following recommendation:

> Description/Background: The proposed Comprehensive Plan Amendment is the result of the Evaluation and Appraisal Report (EAR) process, looking forward to sustainable growth practices through the 2050 horizon. In 2024, Growth Services staff worked with their consultant, Kimley Horn, to complete the EAR with a Data Inventory Analysis (DIA). The Marion County Board of County Commissioners (BCC) held eight workshops to perform a line-by-line review of the proposed

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Comprehensive Plan Amendment language. During a Public Hearing on November 10, 2025, the Planning and Zoning Commission voted to adopt the changes and proceed with the transmittal hearing, and during a Public Hearing on December 17, 2025, the BCC voted approval and transmittal. Since that time, Growth Services has received additional comments from Florida Commerce, resulting in further revisions to the previously transmitted materials. The Planning and Zoning Commission considered the revisions during a Public Hearing on March 30, 2026, and approved transmittal to the BCC.

Staff recommends approval of the request to update the Marion County Comprehensive Plan, and recommends that the request is consistent with the provisions of Chapter 163, Florida Statutes and will not adversely affect the public interest.

Budget/Impact: None.

Recommended Action: Motion to approve and direct staff to transmit the proposed EAR-Based amendments to the Comprehensive Plan to the State.

Deputy Clerk Thornton presented Proof of Publication entitled, "Notice of Change to Comprehensive Plan Text Marion County Comprehensive Plan" published on the publicly accessible website www.MarionFL.org/LegalNotices on March 23, 2026. The Notice states the Board will consider the proposed changes to the EAR based Amendments to the Marion County Comprehensive Plan to complete the 2025 Comprehensive Plan Update.

Growth Services Deputy Director Kenneth Weyrauch advised that staff transmitted the proposed EAR-Based amendments to the Comprehensive Plan to the State, who sent back a letter saying null and void. Since that time, Growth Services has received additional comments from Florida Commerce, resulting in further revisions to the previously transmitted materials. He provided a brief overview of the changes now being recommended based on input from the State. Mr. Weyrauch advised that the first policy that Florida Commerce had issues with is Future Land Use Policy 1.1.6 "Buffering of Uses". Originally staff had recommended striking the word "substantial" where it says the County shall require new development or substantial redevelopment to provide buffering. However, to correct that issue, staff recommends leaving the word substantial in there, which is how the Comprehensive Plan reads today. He clarified that if a developer is making minor changes to their plan, they do not have to worry about buffering or changing the buffers outside, but if they do a substantial redevelopment of the site, they do have to bring the entire site up to Code.

Mr. Weyrauch addressed Future Land Use Policy 2.1.4 "Open Space Requirement" and provided an overview of the Florida Commerce concerns. Currently, this Policy requires a minimum of 350 square feet (sf) of open space for each residential lot in either single or linked multiple tracts within residential development. The proposed change replaces "lot" with "dwelling unit", thereby increasing the amount of open space required for each development. This change was determined to be more restrictive or burdensome under Senate Bill (SB) 180 than what is currently adopted in the Comprehensive Plan. He stated staff have revised the Policy to revert back to the word "lot" instead of dwelling unit.

Mr. Weyrauch addressed Transportation Policy 2.1.3., which was amended to read "The County may establish corridor specific service volumes and evaluate level of service (LOS) based on detailed corridor or subarea studies. The roadway service volumes shall be documented in the Congestion Management Process (CMP) database to be

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developed in conjunction with the Transportation Planning Organization (TPO) and periodically updated". He stated staff were trying to allow flexibility for the developer; however, and the State did not read it that way.

Amber Gartner, Kimley Horn and Associates (KHA), SE 17th Street, clarified that if a roadway is showing a volume exceeding the generalized service volume that a more detailed study could be done to identify what is the actual operating service volume of that roadway and LOS based on actual operating conditions, the number of signals and how those are operating. She advised that staff modified this language and added two more clarifying statements as follows: "The County may establish corridor specific service volumes and evaluate level of service based on detailed corridor or sub area studies for the purpose of a more specific review if a generalized service volume results in a roadway approaching or exceeding the adopted level service standard".

Commissioner Stone noted there were also a few scrivener errors identified that will need to be addressed.

Mr. Weyrauch addressed the State's concern relating to Chapter 163 in regard to the Sanitary Sewer Element Policy 1.1.1., noting staff originally proposed that the LOS standard to determine demand for the new development shall be established and maintained in the Land Development Code (LDC); however, the State did not like the idea of taking the LOS from the Comprehensive Plan and putting it in the LDC. Staff are now proposing to strike it out of the LDC so that the LOS stays in the Comprehensive Plan where it is supposed to be to be consistent with Chapter 163.

County Attorney Minter opined that there are a few words in this document that would be beneficial for the County to change. For example, there are 14 listed land use designations and most have a phrase, usually at the end of them that may say for instance, in Rural Land Policy 2.1.16 it states, "this designation is a Rural Area land use". He referred to Policies 2.1.17 and 2.1.18, which state "this land use designation is considered an Urban Area land use". He expressed concerned about the word "allowed" because the County has been bashed in the past and can be interpreted as allowed without even getting the Land Use Amendment, which is clearly not the intent. Mr. Minter stated he would be more comfortable if the word "allowed" was changed to either "may be permitted" or "can be approved".

General discussion ensued.

Chairman Zalak stated it was the general consensus of the Board to change the word "allowed" to "can be approved".

Chairman Zalak opened the floor to public comment.

Blair Knighting, KHA, SE 17th Street, advised that the County did receive the null and void, which was a little defeating, but sort of accepted or expected. She stated the good news is it was just a few issues and opined that staff have resolved them and hopefully will be able to transmit and move on. She stated Counties and municipalities across the State are seeing a lot of null and voids out there with a lot of back and forth with Florida Commerce in regard to Senate Bill 180, noting it is becoming a little bit chaotic in the planning world of Florida because municipalities do not know what to do and the interpretation is very strict.

Chairman Zalak expressed his appreciation to Kimely Horn and Associates and staff for their hard work on this matter.

Chairman Zalak advised that public comment is now closed.

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to approve the proposed EAR-Based Amendments to the Comprehensive Plan with the

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changes proposed by staff including the corrections to scriveners' errors and to direct staff to resubmit to the State. The motion was unanimously approved by the Board (5-0).

9. COUNTY ADMINISTRATOR:

9.1. Request for Release of Lien on Code Enforcement Case Number 521656-JB Associated with Parcel 4018-012-040

Growth Services Director Chuck Varadin presented the following recommendation:

Description/Background: On October 27, 2009, an abatement lien in the amount of three thousand ten dollars and twelve cents ($3,010.12), plus interest, was recorded against Michael Kurpil for the removal of an unsafe structure and junk located on his property at 9414 SE 195th Avenue, Ocklawaha, Marion County.

The property ownership has changed twice since the lien was recorded. In January 2026, the current owner, Diane Lefebvre, paid the two hundred fifty dollars ($250.00) fee and submitted an application requesting relief of the lien.

	Varying %	Flat 4%
Code Enforcement Board lien	$ 0	$ 0
Abatement cost	$ 3010.12	$ 3,010.12
Case costs	$ 464.20	$ 464.20
Abatement interest through 03/03/2026	$ 5,008.60	$ 1,970.10
Payments received	$ 0	$ 0
Total Balance	$ 8,482.92	$ 5,444.42

Marion County Property Appraiser shows the 2025 market value is $9,227, and assessed value is $5,460.

Budget/Impact: None.

Recommended Action: Motion to deny a rescission of the lien for Case Number 521656-JB on Parcel 4018-012-040, leaving the lien in full force and effect.

Growth Services Director Varadin provided a brief overview of the request by Diane Lefebvre for a rescission of an abatement lien originally recorded in 2009 for removal of an unsafe structure and junk located on parcel 4018-012-040. He noted the property has since changed hands a couple of times. Mr. Varadin stated the parcel was sold by a Quit Claim deed to Mr. Jerry Kulchinski, who, according to his wife's testimony, unfortunately passed away from COVID in 2021. She had gone to sell the property in the fall of 2025, when she realized that there was a lien still remaining against the property. He stated Code Enforcement staff visited the property last week and no Code violations were found. Mr. Varadin advised that the hard cost for this case, which includes the abatement cost and the case cost are $3,474.32. The total balance which includes the interest due to being an abatement lien (accruing interest of $5,008.60) is $8,4182.92. He stated Marion County Property Appraiser shows the 2025 market value is $9,227.00, and assessed value is $5,460.00.

Diane Lefebvre, NW 64th Court, Coconut Creek, advised that in 2016, her husband bought the land sight unseen thinking they were going to retire there together; however, that did not occur. She stated last fall she had some money issues and asked her kids if she could sell it and they all agreed to sell the property. Ms. Lefebvre advised that she found a buyer for $8,000.00 and on the day of the closing she found out there lien on it that was more than with the sale price. She noted she works 2 jobs and does not have the money to pay off the lien. Ms. Lefebvre noted she and her husband were not the reason the County had to place the lien on the property.

Commissioner Stone advised that the taxpayers of Marion County did spend $3,474.32

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to clean up that property, so it is due back to the County.
A motion was made by Commissioner Stone, seconded by Commissioner Bryant, to waive the interest and reduce the lien to just the abatement cost and the hard cost in the amount of $3,474.32 for Case Number 521656-JB. The motion was unanimously approved by the Board (5-0).
Chairman Zalak directed Mr. Varadin to meet with Ms. Lefebvre to provide more information.

9.3. Present Update on Marion County Day 2026 and America250
ACA Amanda Tart, Administration, presented the following recommendation:

Description/Background: Update on Marion County Day held on March 28, 2026, overview of the America250 Gala, and discussion of a proposed drop-ship store for America250 merchandise, including flags for sale.
Budget/Impact: None.
Recommended Action: For information only.

ACA Amanda Tart, Administration, provided a brief update regarding Marion County Day held on March 28, 2026, an overview of the America 250 Gala and the proposed drop-ship store for America250 merchandise. She commented on the recently completed Marion County Day for 2026. This year the County welcomed nearly 12,000 attendees, making it one of the most successful events to date. The Westport High School Drumline delivered an incredible performance on the steps of the Tax Collector's Office, and the local high school JROTC teams showed up in full force to participate. The County also had more than 200 vendors in attendance, which is the highest number in the event's history. Ms. Tart advised that for those who joined the celebration on Saturday, they may have run into Rubbish and Debris dressed in red, white and blue or taken in a performance by the County's own Cross Creek Cloggers, noting there truly was something for everyone and it was a great reflection of the County's community spirit.
Ms. Tart provided an update on the upcoming drop-ship merchandise store available through Ocala Marion Tourism Department. The team is currently building out the site and finalizing product imagery, and anticipating it to be fully operational by the end of April 2026. This store will give residents and visitors easy and accessible ways to show their pride and be a part of the America 250 celebration. The merchandise will feature a variety of patriotic and Marion County branded items designed to appeal to all ages, from apparel and accessories to keepsakes to commemorate this historic milestone. In addition to the store, staff are working on an initiative to bring a strong hometown feel across the community and want to see patriotism on display at every home and every business. To support this, staff have stocked up on yard signs, and are coordinating distribution through community partners to help spread awareness and excitement. She stated the yard signs were designed by the County's Public Releations (PR) team and will be available on the drop-ship merchandise store and at all of the events that Marion County Departments attend and will be for sale for $10.00. Ms. Tart advised that yard signs placed in the rights-of-way (ROW) are currently prohibited under Marion County Ordinance; however, given the significance of the upcoming America 250 events staff would like to request Board consideration of a temporary pause on enforcement of America 250 signs and flags in the months leading up to July 4th, if the Board so chooses to give staff that direction. She stated the County's LDC does allow for exemptions for holiday decorations so if that is allowed, then staff would encourage people to put them out, but make sure that they are not a safety concern.

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Chairman Zalak opined that sometimes people's ROW and property lines can end up being really tight for placing signs and flags; however, if it becomes a safety issue then Code Enforcement can move them back a little bit rather than removing them altogether.
Commissioner Bryant expressed concern relating to the Board making special rules for this government event.
General discussion ensued.
ACA Tracy Straub advised that Section 4.4.2 of the LDC is titled “exempt signs”, noting Paragraph 5 allows for holiday lights and decorations. Staff feel like displays in yards of all this patriotism and liberty lives here signs and American flags certainly does meet that standard.
General discussion resumed.
Commissioner Bryant reiterated her concern that the Code does not allow signs in the ROWs for local companies that spend money to promote their businesses and opined that it feels wrong to make an exception for something that the County is trying to promote. She requested staff to bring back more information at a later date.
General discussion resumed.
Commissioner Stone advised that she is not comfortable with anything being left in the ROW that has a Marion County name on it.
Ms. Tart provided a brief overview of the America 250 Gala, which will be held on Saturday, June 20, 2026 at the Club at Iron Lake. This evening will feature exceptional food and spirits, a keynote speaker, Silent Auction, and a fireworks show over the lake, which will be provided by Alpha Fireworks, the County’s firework company. She stated tables are priced at $5,000.00 and is pleased to report that staff have already sold 10 tables. Ms. Tart stated all proceeds will directly support July 4th events and any remaining funds will benefit local veteran organizations. She provided a brief update relating to event sponsorships, noting Advent Health has come on board with the County as the title sponsor and has continued to be an outstanding partner. In addition, staff have secured all of the sponsors currently displayed on the overhead screen, bringing the total to just under $150,000.00 in total sponsorships to date. Moving forward, the momentum continues to build, and it is truly exciting to see the community come together in such a meaningful way. From strong event attendance and growing sponsorships to new initiatives that bring pride and patriotism to every corner of Marion County. Ms. Tart opined that the County is well on its way to delivering a celebration that reflects the very best of Marion County.
In response to Commissioner Bryant, Ms. Tart stated the County has a separate Facebook page to keep citizens updated on all of the celebration events, which are being run by the County’s PR Department. She advised that other municipalities and partners are contributing to that page, noting if the City of Ocala has something, they are tagging that page, and it is going on there and then everything is being updated that way. Same thing for the City of Belleview and the City of Dunnellon.
In response to Commissioner Bryant, Mr. Bouyounes clarified that the Board had a previous discussion and then sanctioned staff to be involved in the 250th Celebration, noting Chairman Zalak was appointed as the liaison.
Commissioner Bryant stated the Board also had discussion that the PR team was supposed to have minimal work in this project and opined that the PR team is spending a lot of time and effort in putting all this together.
Ms. Tart stated as presented to the Board last month, the County has contracted with Making It Matthews, a professional event planning company who will be running that

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event. She advised that staff are involved to ensure that it goes the way that the County wants it to go and it meets everyone's expectations, noting staff are giving feedback on selecting the dinner menu and things like that. Ms. Tart clarified that the County's PR team will run the audio and visual at the gala event, but as far as the coordination of all of the vendors, coordination of all of the silent auction items, all of those things are going through Making It Matthews. She noted it is the same thing for the 4th of July events. Ms. Tart advised that the County will have the four locations, noting the City of Belleview is running the City of Belleview location; The Dunnellon Chamber of Commerce is running the Dunnellon location with the help of Making It Matthews; the County does have some of the Parks and Recreation team that are going to be running the Wrigley location with the help of Making at Matthews; and then she will be with the PR team running the location at Veterans Park. She noted Sue Mosley is running the parade. The County does have the Executive Committee and many of the other events that are going on throughout the community between now and July 4th that are not sponsored by Marion County. Staff are sharing and helping promote those events, but many of those events are being sponsored by Things to Do Ocala. The City of Ocala has several events that they are hosting as well. Ms. Tart stated the Ocala Police Department (OPD), Ocala Fire Department (OFD), Marion County Fire Rescue (MCFR), and the Marion County Sheriff's Office (MCSO) will all be involved in the July 4th events for the community.

Commissioner Bryant advised that there is so much going on in this County and she is starting to feel like staff are spending a lot of resources on America 250 and taking time away from things that citizens are waiting for, noting that was the one thing that she cautioned everybody about when it started going into this. She opined that staff's involvement in the event has gotten way bigger than originally discussed.

Commissioner Curry stated that although there is no doubt that staff are spending some time on it, this event cannot be done without them. He noted there are a lot of volunteer meetings and work going on behind the scenes. Commissioner Curry opined that if it ends up being a little bit more work than what was originally anticipated, he would rather do that than see a failed effort by the County for the America 250 event.

Commissioner Stone advised that the Board needs to use good judgment in making decisions relating to the time and effort that goes into the event, noting she wants it to be a very successful launch. She commented on the importance of ensuring it is going to come to a close at the end and not going to live on through the end of the year.

General discussion ensued.

Commissioner Stone commented on the TDCs participation, noting most of the visitors come to visit family and friends and so as a result, the County wants to make sure that the community knows what they can bring their guests to be a part of during that specific holiday season. She clarified that it is not just to promote the America 250 event.

General discussion resumed.

Mr. Bouyounes advised that as part of the contract with Miles Partnership LLLP, the TDC will have analytics after the event that shows the percentage increase of folks who visited this year versus last year.

ACA Angel Rousel stated the TDC does measure these type of events, for example, when the City of Ocala organized the drone show, the TDC looked at the prior year, that year, and the following year after that event.

Mr. Bouyounes advised that the BCC approved $75,000.00 as seed money for the America 250 event and staff are supposed to reimburse the Board that $75,000.00 from the fundraising that staff are doing and from the sponsorship funds collected.

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10. COMMITTEE ITEMS:

10.1. Housing Finance Authority - Request to Declare Seat Vacant and Authorize the Advertisement of One (1) Full Member Position for an Unexpired Term Ending September 2026

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

Description/Background: Jon M. Kurtz was last reappointed to the Housing Finance Authority Board on September 20, 2022, to serve a term ending in September 2026.

Mr. Kurtz has been a valued member of the board since his initial appointment in April 2018. However, due to unforeseen personal circumstances, he has been unable to attend recent meetings. To ensure the board remains active, engaged, and effective, it has been determined that his seat should be declared vacant to allow for the appointment of a new member.

Pursuant to Commission Policy 22-01 for Citizen Advisory Boards, Section II, B. Attendance Requirements for Citizen Advisory Board Members, all advisory board members are required to faithfully attend meetings on a regular basis. If any member fails to attend three (3) successive meetings without prior approval of the chairman of such board, or if any member fails to attend forty percent or more of all meetings within any calendar year, such fact shall be reported to the Board of County Commissioners (BCC). The BCC may declare the seat held by such member to be vacant and may appoint a new member without notice.

Budget/Impact: None.

Recommended Action: Motion to declare Jon M. Kurtz' seat on the Housing Finance Authority vacant and authorize the advertisement of one (1) full member position for an unexpired term ending September 2026.

A motion was made by Commissioner McClain, seconded by Commissioner Bryant, to declare Jon M. Kurtz's seat on the Housing Finance Authority (HFA) vacant and authorize the advertisement of one (1) full member position for an unexpired term ending September 2026. The motion was unanimously approved by the Board (5-0).

11. NOTATION FOR ACTION: NONE

12. GENERAL PUBLIC COMMENTS:

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

Chairman Zalak opened the floor to public comment.

Jan Cubbage, SW Highway 484, Dunnellon, advised that she is present on behalf of the Board of Directors for the Rainbow River Conservation, Inc. She presented a 1 page handout regarding visitor attendance at the KP Hole on the Rainbow River. Ms. Cubbage referred to the handout and commented on the economic impact the Rainbow River has for Marion County. She expressed her appreciation to the BCC for its efforts in protecting the Rainbow River and for improving law enforcement presence on the river.

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Ms. Cubbage advised that on November 4, 2026, the BCC adopted Ordinance 25-51 creating Chapter 5, Boats, Docks and Waterways, Article VI Silver Glen Springs and Silver Glen Run providing for a Noise Sensitive Zone, Penalties and Enforcement, noting the Rainbow River is in a similar situation relating to noise, only worse. She stated the statistics she presented put the KP hole at over 78,000 visitors with the State Park putting another 80,000 visitors into that river. Ms. Cubbage stated this is income for the County, but of course there are expenses involved with having those visitors come and use the river. She stated the Rainbow River Conservation, Inc. wants to keep the river a family friendly safe place, but are now seeing so many confrontations on the river because of people that come on their boats and other vessels. Ms. Cubbage advised that it is mostly the large pontoon boats that think the river is a perfect place to party, particularly during the warmer months and they bring with them their party equipment. She commented on all the creatures such as otters, birds, osprey, turtles, etc., noting these are natural creatures and you cannot hear them or even see them if you have people blasting their audio equipment on the river. Ms. Cubbage requested the BCC do for the Rainbow River what it did for Silver Glen Springs and Silver Glen Run, noting she has spoken with Lieutenant Doug Watts, MCSO, who opined that making the Rainbow River a Noise Sensitive Zone is a way to help with other problems and disturbances on the river.

Commissioner Bryant advised that she is a strong advocate for the Rainbow River and for anything that the Board can do to keep it safe and healthy, noting that has been the struggle due to all the traffic. She stated the Board also wants to ensure that residents who live on the Rainbow River get to live a peaceful life. Commissioner Bryant stated the County has taken tremendous steps to make sure that it is not putting too many people on the river when it comes to tubing. She requested Board consensus to have staff look into this request to keep that kind of activity from happening on that river. Commissioner Bryant stated this is Marion County's river, noting it is vital to the health of the Dunnellon community and the Board needs to make sure that it is doing everything that it can.

General discussion ensued.

Commissioner Bryant requested legal staff review this issue and bring the matter back.

Commissioner Curry recommended that Parks and Recreation Director Jim Couillard review this matter with the Legal Department and bring back a recommendation.

Robert Burton, SE Highway 25, addressed the Board in regard to the need for the County and the community to prepare for an economic downturn. He opined that world events have become a clear and present danger to the people of Marion County. Mr. Burton advised that Social Security is at an immediate risk, noting arrangements need to be made, especially for the less fortunate people in the community, but also the people who have invested a lot in Marion County.

Lori Conrad, Marion County Public Schools (MCPS), advised that MCPS had planned a ground breaking for the new Lake Weir Middle School this morning, but the weather has delayed that event. She expressed her appreciation to the BCC for unanimously approving the referendum language to place a measure on the ballot for the November 3, 2026, General Election relating to the continuation of a one mill ad valorem school tax (Item 8.1). Ms. Conrad advised that the revenue generated from the tax referendum allows MCSB to have a School Resource Officer (SRO) at every single school in Marion County, noting some of the middle and high schools have more depending on the number of students enrolled. She expressed her appreciation to the community for its support.

Joseph Walker, SE 54th Place, Ocklawaha, commented on Agenda Items 9.1. and 9.2. and expressed his appreciation to the BCC for making sure the hard costs stay on

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properties until the lien is paid. He expressed his appreciation to Growth Services Director Varadin for getting staff to go out to those properties and verify they are cleaned up.
Henry Munoz, Marion Oaks Boulevard, addressed the Board in regard to a voicemail he received from Marion County utilities advising customers of a boil water notice. He expressed concern that he never received a notice that it was safe to drink the water again. Mr. Munoz stated he was told that the Utility sent out texts and emails notifying its customers that the water was now safe to drink. He advised that there are people that do not have a text message app or a computer, noting the Utility should call people the same way they did when they were under a boil water notice.
Utilities Director Tony Cunningham clarified that the utility does not have a definite timeline for when the water is safe to drink again, noting the Department must have two clear samples in order to rescind the boil water notice. It is estimated to be within 48 hours, but staff have to get those clear samples. He advised that to Mr. Munoz's point, staff did have some challenges with the Utility's automatic calling system. Mr. Cunningham stated there were a large number of folks that were identified as being placed under the boil water notice and the calling system took an extended period of time to get the information out to customers. He stated staff are working on improving that technology to be able to call a large number of people in a shorter period of time. Mr. Cunningham noted staff will work to provide customers with phone call messages instead of texts or emails.
Chairman Zalak advised that public comment is now closed.

13. COMMISSIONER ITEMS:
13.1. Commission Comments
Commissioner Curry expressed his appreciation to everyone for coming to the banquet for the Veterans Hall of Fame. He commented on the emotional connection he had with what was happening in that banquet hall, noting he did not see one person leave early.
Chairman Zalak stated it was a great honor to attend the event.

Commissioner McClain commented on earlier discussion relating to the America 250 event, noting it is important to ensure that staff are not overworked and that the County is using TDC resources appropriately. He expressed his appreciation to Chairman Zalak for the time, energy and effort he has been putting into this event to make sure that this community has something great and something beautiful for the America 250 celebration.

Commissioner Stone advised that Chairman Zalak has put a lot of time and passion into the America 250 event and is making it very publicized that the County is definitely going to be celebrating.
Commissioner Stone stated there has been some conversation over the last two months that she has been a part of the TDC, of the need to make citizens aware that those who have Airbnb's and are advertising and renting out their home in any way whatsoever that a Sales Tax needs to be collected and it must be remitted to the Tax Collector's Office. She advised that people in the neighborhood who know that there is an Airbnb, need to call and notify the Tax Collector that there is an Airbnb at this address in order for the Tax Collector's Office to follow up to ensure that the Sales Tax is being remitted, noting it is a felony if that is not done. Commissioner Stone stated that Chief Assistant County Attorney Dana Olesky has also been asked to take a look at the County's Ordinance and make sure that it has all the appropriate language.

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Commissioner Stone advised that it is Employee Appreciation Month, noting she would like to say to County employees and staff how much they are greatly appreciated.

Commissioner Bryant invited everybody out to the Freedom Public Library ribbon cutting, which will be held on Monday, April 13, 2026 at 10:30 a.m.

Chairman Zalak expressed his appreciation to staff, noting the Board could not do any of these things or be effective in any way without the team, the Directors and all of the employees. He stated from filling potholes, to taking out the trash, to getting roads built, and in every other way staff serve the citizens of Marion County, the Board is grateful for their service.

13.2. Commission Calendar
13.2.1. Present Commission Calendar
The Chairman acknowledged receipt of the Commission calendar covering the period of April 7 through May 5, 2026.

14. NOTATION FOR RECORD:
14.1. County Administrator Informational Items:
14.1.1. Solid Waste Monthly Operations Report for January and February 2026
14.1.2. Present Chamber and Economic Partnership Quarterly Financial Reports for 2025 and Quarter One of 2026
14.1.3. Present Letter Dated March 5, 2026, from Florida Governmental Utility Authority Regarding Two Public Hearings for Proposed Fee Increase
14.1.4. Present Canterwood Acres Community Development District Board of Supervisors Meeting Dates for Fiscal Year 2026

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

14.3. Clerk of the Court:
14.3.1. Present Administrative Budget Transfer Report for FY 2025-26
14.3.2. Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinances 26-05 and 26-06 with the Secretary of State's Office
14.3.3. Present Infrastructure Surtax Capital Improvement Program Project Close-Out
14.3.4. Present Regular Report of Utilization for Reserve for Contingencies

14.4. Present for information and record, minutes and notices received from the following committees and agencies:
14.4.1. Code Enforcement Board (CEB) - February 11, 2026
14.4.2. Development Review Committee (DRC) - March 2 and 9, 2026
14.4.3. Housing Finance Authority - January 21, 2026
14.4.4. Land Development Regulation Committee (LDRC) - March 4, 2026
14.4.5. License Review Board (LRB) - February 10, 2026

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

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

There being no further business to come before the Board, the meeting thereupon adjourned at 11:18 a.m.

_____
Carl Zalak, III, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23388 **Agenda Date:** 7/7/2026 **Agenda No.:** 3.3.

SUBJECT:
April 7, 2026 B

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

April 7, 2026

CALL TO ORDER:
The Marion County Board of County Commissioners (BCC) met in a workshop session in Commission Chambers at 2:02 p.m. on Tuesday, April 7, 2026 at the Marion County Governmental Complex located in Ocala, Florida.

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

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

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

The Deputy Clerk was in receipt of a 4 page Agenda.

WORKSHOP PRESENTATION
1. Introduction – Mounir Bouyounes, PE, County Administrator

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

Description/Background: County departments have completed and submitted their proposed budgets to the Budget Department. Over the next month, the County Administrator will conduct a comprehensive review of these submissions and make any necessary adjustments.

On March 30, 2026, the Chairman and the County Administrator met with the Constitutional Officers to discuss the challenges and opportunities associated with Fiscal Year 2027. Some of the identified cost drivers (particularly in the General Fund) are as follows:

- Funding a substantial increase in Health Insurance.
- Funding a new union contract with Fire Rescue.
- Funding additional detention officers for the Jail.
- Funding capital projects and machinery & equipment.
- Funding COLA and personnel adjustments.
- Loss of revenue from one-time transfer and expected decrease in Shared Sales Tax.

The above items will have an impact on the final millage in Fiscal Year 2027.

Budget/Impact: None.

Recommended Action: Staff is seeking direction on the priorities of the Board.

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County Administrator Bouyounes advised that this workshop is a follow up to the one held on January 26, 2026, noting at that hearing staff shared some projections on proposed revenues and issues the BCC may be dealing with in the upcoming fiscal year (FY) 2026/27 budget. He stated the message from the Board at that time was staff know what it needs to do so go and get it done. Mr. Bouyounes noted all BCC Departments turned in their proposed budgets at the end of February and after review by the Budget Department, that information was released to him a couple of weeks ago. He advised that major cost drivers in the proposed budget include employee health insurance and the proposed contract negotiations with the Professional Firefighters of Marion County, Local 3169.
Mr. Bouyounes advised that he recently had a meeting with all 5 Constitutional Officers and they are aware of the numbers that will be presented to the Board.

2. Constitutional Officers

County Administrator Bouyounes presented the following:

Description/Background: Updates from the Constitutional Officers for FY 2026-27.
Budget/Impact: None.
Recommended Action: For information only.

Marion County Sheriff William “Billy” Woods, Marion County Sheriff’s Office (MCSO), expressed his appreciation for the meeting last week to review Constitutional Officer budgets. He addressed some of the challenges MCSO will face this year. Sheriff Woods commented on County growth and the effects it has on his budgets. He addressed a study that was performed showing MCSO is approximately 120 deputies short due to population growth. Sheriff Woods advised that since 2016 the average calls for service in one year were 225,000, noting this past year 264,000 calls were answered by deputies. He stated his deputies do an outstanding job protecting citizens and keeping crime as flat as possible, noting this year there was a decline in crime rates. Sheriff Woods noted so far this year his Department has already received 63,000 calls over the past 3 months. He commented on the operating costs associated with the jail, noting inmate medical is the largest cost. Sheriff Woods stated the total operating budget cost for the jail is approximately $24,000,000.00 and out of that inmate medical services accounts for $15,000,000.00 or 62 percent (%) of the cost. He advised that the contract with Heart of Florida Healthcare is almost up and staff are sending out bids right now looking for other vendors, noting staff have already been there and done that before and these other vendors are going to be at a considerably higher cost for services. Sheriff Woods clarified that he is not talking like $100,000.00 difference, but probably closer to $2,000,000.00 to $4,000,000.00 higher, which is still an unknown cost at this time. He advised that sending out bids for service does not give a suggestion that Heart of Florida (HOF) has done or is doing anything wrong, noting there are always areas in which healthcare service can improve and HOF has always done their best. Sheriff Woods stated in February alone there were 11 inmate on inmate batteries and 3 inmate on deputy batteries.
Sheriff Woods addressed other healthcare costs, noting in the month of January, 71 inmates were seen by physicians, 386 seen by Registered Nurse Practitioners (RNP’s), and 1,500 inmates were seen by nurses for whatever ailment or complaint in which they had. He stated one of the biggest concerns is prescription medication and noted in one month just under 1,200 prescriptions were handed out. Sheriff Woods stated many people do not truly understand what goes on in a jail, especially when it comes to prescriptions. He advised that he receives complaints from people that their family member did not get

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their prescription; however, this is no different than when someone goes to a new doctor, and the new doctor does not have past medical files and does not know what the patient has been prescribed. Sheriff Woods clarified that staff cannot just take anybody's word for what they are being given medically, noting the inmate has to be diagnosed. On top of that, what some inmates do with the prescription, and he has witnessed this because when medical staff go in and provide the medication to the inmates, some do what is called mouthing the medication. He advised that what an inmate will do is shove the medication back up in the corner of their mouth and keep it there, open his mouth so it appears to have been swallowed, but what ends up happening is the inmate will spit it out later and sell it to another inmate so that they can get high off of it or break it down into any other substance that they wish to use to get high.

Sheriff Woods commented on staffing, noting at the end of February there were 12 vacancies for detention deputies and 7 for detention assistants. Also, in the month of February, there were 9 staff members that actually left, with 7 of those being detention deputies or detention assistants. He addressed inmate population, noting the jail was previously pushing the 2,000 inmate limit, but is now averaging just under 1,500 inmates per month. Sheriff Woods advised that there are many reasons for that, especially the great prosecutions by the State Attorney's Office of getting inmates out of the jail and sending them to prison; however, the inmate population is not the true number of people to come into the jail itself. For example, in the month of February, staff booked 1,000 individuals, which is the average each month of individuals that are being handled by jail staff. That equates to 12,000 inmates that come in and out of the jail in a year. He advised that averages to 2 detention deputies watching 250 inmates in a cell, noting in the month of February, staff did 14,000 shakedowns, which means they have to inspect each and every cell in one month. Sheriff Woods also noted there were just under 133,000 meals prepared in the jail for the month of February. He stated the figures presented show why there is a need for the additional 5 to 10 detention deputies he will be requesting in the upcoming budget.

Sheriff Woods addressed staff salaries, noting the plan includes a 3% salary increase, which is the same as last year. He opined that if the County goes below that, it hurts because it starts creating vacancies of people leaving to find higher paying jobs.

In response to Commissioner McClain, Sheriff Woods stated the starting wage for a detention deputy is $62,400.00.

In response to Chairman Zalak, Sheriff Woods stated the biggest unknown to affect his budget will be inmate healthcare until he understands what that new contract is going to look like financially.

Sheriff Woods addressed his proposed 4-Year plan to add 30 to 35 road deputies each year, noting his overall personnel is just over 1,200 employees. He commented on the challenges for MCSO in regard to non-sworn employees, especially in the Information Technology (IT) Department, noting law enforcement has changed over the last three decades when it comes to technology and competing with the private sector is extremely difficult. Sheriff Woods commented on challenges with the cost of new vehicles, those vehicles being outfitted, as well as fuel cost, noting last year 48,000 gallons of fuel was used in February and this year in February it was 51,000 gallons. He noted in the month of February there were 184 vehicle repairs that had to be done by the Fleet Department.

Chief Financial Officer Jeremiah Powell, MCSO, commented on the cost associated with retirement benefits should Senate Bill 7028 pass.

General discussion ensued in regard to retirement costs.

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Clerk Gregory C. Harrell stated he will also be seeking a 3% Cost of Living Adjustment (COLA) on behalf of his employees. He advised that his staff are doing everything they can to keep operational expenses flat, noting he will not be seeking any new full time employees (FTEs). Clerk Harrell stated Property Appraiser Jimmy Cowan does a really good job of keeping everyone apprised of what the overall property value increases are coming in at and Budget Director Audrey Fowler does a good job of running those numbers and applying them as the County gets closer to the mark. He noted property values are coming in at a lesser rate than they have in the past few years (approximately 6.5% rather than 10%). Insurance costs have gone up significantly this year. Clerk Harrell commented on the new Fire Rescue contract which is going to cost the County approximately $4,000,000.00 more this cycle. On top of that there are requests for new FTEs for MCSO, as well as other Departments that need to keep pace with growth; however, when you load those salaries with benefits, they come at a cost.

Clerk Harrell advised that for the second year running, Ocala has been named the number one metro growth area in the Nation, noting Marion County's growth was at 3.4%. And for the second year in a row, Marion County is the second biggest growing metro in the Country according to the US Census Bureau. He advised that the Consumer Price Index (CPI) at the end of 2025 was about 2.7%; oil/energy increases are expected in the next month or so; and core inflation is right about the same, hovering around 2.5%. Clerk Harrell opined that the County has got to be careful that it is not slipping into an international recession. A lot of that is certainly beyond the County's control, but is part of the unknowns that the Board needs to be mindful of at this time. There is still the specter of potential property tax reform although no one knows exactly what is going to happen there. He opined that it appears that the property tax reform may not happen in the way people thought it was going to happen, but is something that the County needs to be cautious about and mindful of the parameters that could be placed around that reform. This would stress County Departments and all Constitutional Officers other than the Sheriff's budget and Fire Rescue/EMS. Clerk Harrell opined that the proposed property tax reform would be pinpointed pinching of County Departments and your other Constitutional budgets. He commented on Florida Statute (FS) 129.01, which unlike the Federal government, requires the County to pass a balanced budget. Clerk Harrell stated there is going to be some interesting and difficult decision making for the Board and noted the Clerk's Office is here to help provide the Board with whatever information it needs to help the County make those tough decisions as best it can.

Marion County Supervisor of Elections Wesley Wilcox stated he had nothing to add.

Marion County Tax Collector George Albright advised of a very spirited conversation he had with County staff relating to health insurance costs and the need to encourage employees to think carefully before they go and use an outpatient clinic facility because the cost of some of them are no more different than hospital costs. He addressed the need for employees to use the County's clinics first to be more cost efficient. Mr. Albright stated the County and Constitutional Officers are going to have to be more aggressive about working with employees and having them make wise decisions because healthcare costs are simply not sustainable.

Mr. Albright stated he will be requesting a 3% COLA for his employees as well. He advised that he returned $138,000.00 back last year, even after the compression study cost and employee pay adjustments. The Tax Collector's Office made approximately one million transactions last year and handled one million the year before. He noted his Office did have some increases this past year that is running into next year. Mr. Albright advised of

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a new hardware setup that is taking Frivus and Fidelis, which is the Tag and Title and Driver's Licenses software and combining them into one platform, noting he is having to re-train all of his employees on that new software. He stated things are going good at the Tax Collector's Office and it is staying busy, but will meet the challenge and are the Board's partner through this process.

3. Budget Model Exercise Presentation - Audrey Fowler, Budget Director

The following information was presented by Budget Director Audrey Fowler:

Description/Background: Audrey Fowler, Budget Director will present a budget model exercise for FY 2026-27.

Budget/Impact: None.

Recommended Action: For discussion and direction.

Budget Director Audrey Fowler advised that at the end of February, she was asked by the Board if she could provide an aggregate percentage of how the changes in the budget would affect every Department in the General Fund. She stated after about four hours of working on that study, she realized very quickly that an aggregate percentage was not really going to be an achievable goal because there are so many disparate cost drivers that are affecting the budget. Primarily health insurance, which is a fixed amount per employee. For example, a department of seven employees is going to have a much smaller percentage of impact on their budget versus a larger department like the Marion County Library where there are 50 or 60 employees. Ms. Fowler stated she started working on a model that filled out the changes in the budget, looking more along the lines of policy pieces, which meant breaking out personnel and operating costs, capital projects, what is needed for the Fund Balance, what revenues that the County has and then putting that information into a millage as a result of that information. Since presenting the first model, the Budget Department received feedback from the BCC and the County Administrator, so she went and updated the model a couple of times and staff have gone through various versions of the model to add more detail as it became available.

Ms. Fowler referred to the charts shown on the overhead screen, noting she began with scenario one, which is the adopted FY 2025/26 millage rate of 3.0900 mills with no operational increases. She provided a brief overview of the expenditures broken down into 10 major personnel groups (BCC, EMS, Public Safety Communications, MCSO, all remaining Constitutional Officers, as well as Courts and other agencies). This model factors in whatever percent the County sets the health insurance at and adds it in incrementally, same with merit increases and COLA. Ms. Fowler stated there was a discussion that the Board had earlier this year about moving some Parks and Recreation Department staff from the Fees Fund to the General Fund so that information was added in as a variable for consideration. Ms. Fowler noted the proposed Fire Rescue and EMS contract was also put in as a variable. She advised of a letter that the Sheriff's Office provided that included the cost of what one Detention Deputy adds to the budget, noting all these variables and different numbers can be added into the model. Ms. Fowler stated the model was then broken down into the operating costs for the BCC, public safety agencies, Courts, and Constitutional Officers to include incremental operating changes.

Ms. Fowler addressed the Capital Improvement Projects (CIP), noting that $59,000,000.00 was all funded from prior years one-time money and are committed to capital projects at this time. A lot of that will most likely end up in next year's budget as a Carry Forward, but it cannot be reassigned at this point. She commented on the request for last year's Grants and Aid, including the portion that the County has to send to the

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CRAs, both the City of Ocala and Silver Spring Shores. Ms. Fowler addressed the Agency for Health Care Administration (AHCA) funding, which is a revenue match. She clarified that there is a base amount and then there is the increase amount that results in revenue, noting the County would lose $0.40 on the dollar if the County does not fund that program. Ms. Fowler advised of the one-time, non-recurring transfer from the General Fund to Fine and Forfeiture Fund for the first year for adjustments that the Board made at that time, as well as the recurring transfer for the Medical Examiner and Fire/Admin. She commented on Reserves in the General Fund, not just the Cash Carry Forward, which includes Reserve for Contingencies, as well as other Reserves that are in the General Fund. Ms. Fowler advised that going forward this number is increased in order to ensure that the County is properly funding the 20% Fund Balance requirement.

Ms. Fowler stated there is a total budget of $358,000,000.00 in the General Fund that matches the line item totals right now, which includes the one-time transfer from the American Rescue Plan Act (ARPA), as well as $101,000,000.00 of Fund Balance and now reflects net budget of zero, which means it was balanced.

Ms. Fowler addressed taxable property values, noting staff do not know at this point what the estimated taxable value increase is going to be, but after talking with the Property Appraiser and the State of Florida it is estimated at approximately 6.8%. She stated with all the information provided; the model reflects the need for a 0.0200 mill increase.

Ms. Fowler advised that a millage rate of 3.0290 has been determined to be the required increase in millage based on information she received from the County Administrator's Office. The first increase to note is due to the health insurance increase of 20%, which is the employer paid cost that has an impact on the General Fund of $2,900,000.00 and is based on the actual adopted positions that are in the budget at this time. She commented on the Fire/Rescue and EMS contract which adds a $4,000,000.00 estimated increase. Ms. Fowler stated in order to stay at 3.0900 mills, the budget is between $7,500.000.00 to $8,000,000.00 short of funding just from those two required pieces, which would require a millage increase of 0.2200 mills.

In response to Commissioner Curry, ACA Amanda Tart stated the annual cost for the Employee Health Clinic, which is funded out of the Health Insurance Fund is about $3,100,000.00 for the operation of the clinic. The Employee Health Clinic should take pressure off those costs, but it has only been open for three months, so the County is not going to see that relief until it has been open for at least a year. She stated the Employee Health Clinic has had over 1,000 people go in and get established and see the clinic staff. The County is also running all of its Workers' Compensation cases through the clinic as well. So, while the County is moving in the right direction, it is probably going to be in year 2 before it really starts seeing any relief off of those costs. Ms. Tart noted a couple of things that have added to the cost of health insurance this year are, as Mr. Albright mentioned, the use of emergency rooms. So, staff are putting forth a campaign to help educate people not to go to the emergency room. The County has also had some very costly prescriptions that staff are working to see what can be done, noting many of those do not have a generic that is offered and the County is spending about $4,000,000.00 a month on claims. She stated in the past staff have budgeted over $2,500,000.00 for prescription costs, but those costs have increased and are now steady at $4,000,000.00 a month. Ms. Tart noted staff are working to educate people to help bring those claims down. She opined that some of the things are predictable and the clinic can help with those and other things are unpredictable and they are going to happen.

Commissioner Curry questioned whether staff can do any projections on the clinic going

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forward for the next year to 18 months.
Ms. Tart advised that staff may be able to look at things like how much the County is spending on claims for doctor's office visits and prescriptions that could be filled at the clinic and maybe do some projections there. The thing that is hard to calculate is the preventative care that people should be getting at the clinic and what long term outcomes that will have to hopefully help reduce the number of high dollar claims where people are ending up in the hospital for months at a time.
General discussion ensued in regard to the recent increase in smaller stand-alone Emergency Rooms versus Urgent Care Centers.
Ms. Fowler stated the Advent Emergency Room (ER) located on State Road (SR) 200 and Interstate 75 (I-75) bills at that same level as their hospital's ER and that is going to cost the employee themselves more money out of pocket, not just the County.
In response to Commissioner Bryant, Ms. Tart stated employees can no longer get prescriptions filled at the HOF, but can get them filled at no cost at the Employee Clinic.
General discussion resumed.
Ms. Fowler advised that the next model she is presenting includes all of the County Departments "asks" as were presented to her and include new vehicle requests, new FTEs, merit and COLA requests at 3% (except for Fire, EMS and law enforcement), BCC position changes (reclassifications), and overtime increases for first responders.
In response to Chairman Zalak, Ms. Fowler stated the $4,000,000.00 increase for Fire/Rescue and EMS contract is just the General Fund's portion. She advised that by reducing the Sheriff's request down from 15 to 10 new detention deputies, it would reduce the budget by approximately $618,480.00. She referred to the chart as shown on the overhead screen and advised that the Operational Budget Changes for the BCC to reflect the amount of $1,265,347.00 and the Operation Budget Changes for EMS/Public Safety Communication Public Safety Radio (PSR) are $641,878.00.
In response to Commissioner Bryant, Mr. Bouyounes clarified that Operational Budget Changes for the BCC cover operating expenses from mowing properties, fuel and electric costs, and other operational cost, noting he has not yet reviewed those items.
Ms. Fowler stated she has not yet received the Operational Budget Changes for Courts yet, noting she placed a 2.5% proxy in the model.
Mr. Bouyounes referred to the line item that addresses CIP, noting in the 5-Year Plan there are 3 projects scheduled for next year. The first project is to finish the 3rd floor of the Courthouse; the second project is related to work at the Public Defenders' building; and the third project is for work at the Southeastern Livestock Pavilion (SELP). The total cost associated with those projects is approximately $6,600,000.00. He clarified that those are new projects and are not budgeted.
Ms. Fowler advised that there is a request for Machinery and Equipment in the amount of $807,215.00 for BCC Departments and $45,316.00 is for Public Safety Radio, noting there are some Grants & Aid embedded within the BCC Departments. She noted she places a proxy for Machinery and Equipment for the Courts at $100,000.00 for Information Technology equipment. Ms. Fowler referred to Grants & Aid Agencies and advised that Senior Services requests went down a little this year because the agency had a Carry Forward that they are not requesting to utilize it at this point in time.
Ms. Fowler addressed health insurance increases associated with the MCSO, noting if she placed a proxy in the formula at 10%, which would will increase the amount to $2,400,000.00. She commented on the recurring transfer to the Medical Examiner and Fire Administration, noting the increase in Fire Administration transfer to the Fire Fund

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usually goes up about $50,000.00 a year. The increase in the Medical Examiner transfer was the District 5 percentage according to the latest budget staff received. The Reserves increased and that was by using one time money. All other revenues and have not made any adjustments. This budget is sitting between $26,000,000.00 and $27,000,000.00 in the negative. A millage rate of 3.7800 would be required to balance everything that was on this list. Ms. Fowler advised that using all those same variables but changing the millage rate to 3.3500 mills, which was the prior year's rate, would leave a $17,814,190.00 deficit, noting this scenario did include capital projects.

Chairman Zalak noted the budget could be reduced by $6,000,000.00 if the capital projects were removed and even more if Parks and Recreation projects were removed.

General discussion ensued.

Ms. Fowler advised that even if the Board stayed at the 3.0900 mills, property tax bills will go up approximately $6.00 per every $50,000.00 of taxable value, noting a home with $150,000 of taxable value, would see an increase of about $19.00.

General discussion resumed.

Ms. Fowler advised that the model reflects March 2026 estimates of revenue and staff will revisit them again in May as the Board gets closer to the budget. She addressed Sales Tax, noting she just reviewed the February numbers, and it was actually holding to where staff expected. But unfortunately, in March, gas prices went up, which reduces disposable income. So usually, the County is going to suffer on the Sales Tax side and will not know the true impact of that until the very end of May when staff receive the month of April estimates. She stated the Infrastructure Sales Tax was sitting solid at $69,000,000.00 as projected.

General discussion ensued relating to the 20% estimated increase in health insurance costs.

Sheriff Woods requested the Board put his deputies' COLA back to 5%, noting the affects growth has had on the demand for law enforcement services on roadways. He commented on the upcoming Florida Department of Transportation (FDOT) road project on SW 66th Street bridge (Williams Road), which means access for deputies on the south end of the County from east to west is going to be Highway 484. Sheriff Woods opined that the intersection of Highway 484 and I-75 is the worst in the entire State.

General discussion ensued.

In response to Commissioner McClain, Ms. Fowler stated increasing the millage rate to 3.4800 mills would have an impact of approximately $60.00 for someone who owns a home valued at $150,000.00 compared to the $19.00 increase at 3.0900 mills.

General discussion resumed.

Chairman Zalak advised that he has requested Budget staff and the County Administrator to continue work to get to the bottom line costs associated with millage rates at 3.0900, 3.3500 and a 3.4800 mills as the Board moves into the summer budget workshops.

In response to Commissioner Curry, Ms. Fowler stated the $6,600,000.00 for the 3 CIP projects Mr. Bouyounes addressed earlier (3rd floor of the Courthouse, Public Defenders' building, and SELP) are not included in the 3.0900, 3.3500, or 3.4800 mill scenarios. She clarified that those projects are only included in the 3.7800 mills scenario, which is the one with the $27,000,000.00 deficit.

Mr. Bouyounes stated it was his recommendation to put those 3 projects off for a year and look for one time money to do those capital projects.

Ms. Fowler advised that out of the $59,000,000.00 the County has right now for CIP, as those projects are closer to being completed and those budgets are finalized, there is

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typically funds remaining in those projects that are then able to be reassigned to other projects, noting there are a couple of projects in the General Fund that are getting close to being finished. So as those numbers settle and staff know exactly what those savings are, then that one time money can be reassigned and can phased into some of these other projects or do one of the smaller ones, depending on what the priority of the County Administrator and the Board is at that time. She advised that in regard to the 20% set aside for Reserves, the amount required is calculated by the Clerk's Finance team at the end of each fiscal year, noting there is almost always going to be excess Carry Forward from what is projected. Ms. Fowler stated the first thing staff does is take whatever is necessary for that Cash Carry Forward out of those funds and fund the Reserve that makes that whole before releasing any of those funds to go into one-time expenses for capital or balancing the budget.

Commissioner McClain questioned whether it was possible to change the policy to adjust it from 20% to 18% set aside for Reserves, which would allow the County to move those extra dollars to a capital project. Chairman Zalak stated the Board lowered the Reserve percentage down to 12% during the recession.

General discussion ensued.

Ms. Fowler advised that there is also $2,000,000.00 in Reserve for Contingencies, that is one-time money as well, noting those funds are utilized by the Board throughout the year for things that come up that were not budgeted. For example, last year the Supervisor of Election held a Special Election and needed the County to cover the cost of $360,000.00 associated with that event and then he returned the money.

General discussion resumed.

Ms. Fowler stated the amount of Reserves in the General Fund is what the County's bond readings will be looking at and whether there is enough cash on hand for operations across all of the County, not just the General Fund.

Commissioner Stone commented on outside agencies that the County currently funds, but are not required by Statute.

Mr. Bouyounes advised that those agencies have submitted their budgets and he is going to schedule meetings with them to go over their requests.

Commissioner Bryant opined that if the County is not required to fund an agency, then the Board needs to have a conversation about whether or not they should still be funding it and if it should still be funded at the level as before.

Chairman Zalak noted the Board needs to give guidance to the County Administrator as to what it wants those agencies to come back with (i.e., flat budget request, 10% decrease, etc.).

Ms. Fowler stated there was very minimal movement on the outside agencies as far as any increase or decrease from the previous year's budget requests.

General discussion ensued relating to the funding of outside agencies.

Chairman Zalak advised that his strategy standpoint going forward is to work with the Clerk's team and the County Administrator, by performing these 3 levels of millage rates and continue to tighten the budget, noting hopefully the Sheriff will have a negotiated rate for inmate healthcare by the time the Board comes back for the budget workshops.

Ms. Tart advised that typically in May, Human Resources (HR) staff brings Commissioners an Agenda Item with all of that healthcare information in regard to the breakdown of what the employees' cost would be, as well as the cost to the County.

NEW BUSINESS: County Administrator Bouyounes advised that last month at the

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Withlacoochee Regional Water Supply Authority (WRWSA) meeting, it came to staff's attention that the Heart of Florida Landfill (HOF) owners are drilling exploration wells to be used for leachate disposal once they receive approval from DEP. He noted Commissioners are probably getting emails from different citizens from other Counties asking Marion County to take a position on this issue, but this is the first time he has had a chance to address this matter with the Board. Mr. Bouyounes advised that it is his understanding that the HOF landfill is in the exploration phase and has not yet applied for a permit so he does not know who the County would send an objection letter to if that is the position the Board wants to take, noting staff are waiting for the application to be submitted. He stated after an application has been submitted there will be a time period for public input, which he opined would be the time for the County to state its position and send a letter, unless the Board has different directions.

Chairman Zalak stated what people are worried about, as with any injection well, is that what is being injected would be considered raw sewage; however, it is his understanding that individuals still have to treat that sewage to a certain extent before you inject.

Mr. Bouyounes clarified that staff's understanding is they wanted to inject directly or leachate into that well before treatment.

Chairman Zalak stated he would not be in favor if the HOF wants to inject without pre-treatment.

Commissioner Stone concurred, noting the entire State is too close to sea level to be doing this type of injection.

General discussion ensued.

It was the general consensus of the Board to direct staff to send a letter to DEP advising that the Marion County BCC is aware that there may be an application by HOF and they have concerns and would like to be notified of any application.

Commissioner Stone opined that the Board should notify the HOF of their concerns and that they would not likely support such an application.

NEW BUSINESS: ACA Tracy Straub advised that the BCC's Planning and Zoning (P&Z) meeting scheduled for Wednesday, April 22, 2026 has no applications to be heard so that meeting will be cancelled; however, staff would like to schedule some one-on-ones with Commissioners during that time.

There being no further business to come before the Board, the meeting thereupon adjourned at 3:39 p.m.

_____
Carl Zalak, III, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23507 **Agenda Date:** 7/7/2026 **Agenda No.:** 4.1.

SUBJECT:
George Albright, Tax Collector - 2025 Tax Roll Recapitulation

INITIATOR:
George Albright, Tax Collector

DEPARTMENT:
Marion County Tax Collector

DESCRIPTION/BACKGROUND:
Being presented today is the 2025 Tax Roll Recapitulation for errors, insolvencies, double assessments, discounts and other items to which the Marion County Tax Collector is entitled as credits against the 2025 Assessment Roll.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve the 2025 Tax Roll Recapitulation.

Office of Tax Collector

Marion County Florida

George Albright
Tax Collector

PH: 352.368.8200
FAX 352.368.2979
P.O. Box 970
Ocala, Florida 34478-0970

June 24, 2026

RECEIVED
JUN 25 2026
MARION COUNTY ADMIN

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

Dear Board:

I am pleased to present the 2025 Tax Roll Recapitulation for errors, insolvencies, double assessments, discounts and other items I am entitled to as credits against the 2025 Assessment Roll.

Thank you and your staff for your continued support.

Respectfully,

George Albright
Marion County Tax Collector

DR-502 FINAL 2025 TAX COLLECTORS RECAPITULATION OF THE ROLL FOR Marion County , FLORIDA
DATE 06/19/2026 FINAL FOR FUNDING AGENCY CODE

	COUNTY AND SPECIAL DISTRICT AD VALOREM TAXES			ALL MUNICIPAL AD VALOREM TAXES			TOTAL AD VALOREM TAXES
	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL, PERSONAL CENTRALLY ASS.
DEBITS:							
1 TAXES LEVIED AS CERTIFIED TO DEPT OF REV. BY PROP APPRAISER	533,737,112.79	28,841,267.96	297,468.38	194,760,226.75	16,092,416.69	161,519.48	773,890,012.05
2 PLUS ADDITIONS TO THE ROLL E &I	1,815,175.58	.00	.00	13,974.05	.00	.00	1,829,149.63
3 LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00	.00	.00	.00	.00	.00	.00
4 PENALTIES COLLECTED ON CURRENT ROLL	.00	.00	.00	.00	.00	.00	.00
5 TOTAL TAXES LEVIED ON TAX ROLL	535,552,288.37	28,841,267.96	297,468.38	194,774,200.80	16,092,416.69	161,519.48	775,719,161.68
CREDITS:							
6 TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	512,579,502.13	26,652,807.62	285,680.07	187,304,843.72	14,871,798.20	155,117.65	741,849,749.39
7 DISCOUNTS ALLOWED	17,793,923.28	1,033,286.07	11,788.31	6,671,912.91	574,863.26	6,401.83	26,092,175.66
8 TOTAL CASH CREDITS ON COLLECTIONS (6 + 7)	530,373,425.41	27,686,093.69	297,468.38	193,976,756.63	15,446,661.46	161,519.48	767,941,925.05
9 WARRANTS PENDING	.00	1,013,008.27	.00	.00	560,415.65	.00	1,573,423.92
10 COUNTY TAX SALE CERTIFICATES HELD	1,603,464.38	.00	.00	397,802.59	.00	.00	2,001,266.97
11 ERRORS AND INSOLVENCIES	4,726,052.84	115,393.10	.00	782,263.89	68,449.08	.00	5,692,158.91
12 UNCOLLECTED TAXES DUE TO PENDING LITIGATION	173,662.72	30,905.13	.00	49,266.67	19,227.73	.00	273,062.25
13 PENALTIES AND INTEREST ON WARRANTS	1,324,316.98	4,132.23	.00	431,888.98	2,337.23	.00	1,762,675.42
14 OVER(-) OR UNDER(+) COLLECTED	.00	.00	.00	.00	.00	.00	.00
15 TOTAL CREDITS (LINES 5 & 15 SHOULD BALANCE)	535,552,288.37	28,841,267.96	297,468.38	194,774,200.80	16,092,416.69	161,519.48	775,719,161.68

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 6/24/26 SIGNATURE: Gary J Ayers, TAX COLLECTOR

Date: 06/19/2026 Time: 13:30:42

Instructions

To Tax Collectors:

(1) Use this for the last sheet on your list of errors, insolvencies, double assessmets, and discounts.
(2) Do not list any item without showing the reason or code in the right-hand marginal column.
(3) Group together as much as possible and items coming under one head. For instance, place all errors under one heading, all Double Assessments under another, Exemptions under another, etc.
(4) On exemptions specify whether widow, veteran, homestead, disability, etc.

Recapitulation

I, George Albright , Tax Collector of Marion County, Florida.

hereby certify that the within and foregoing is a true list of all, ERRORS, INSOLVENCIES, DOUBLE ASSESSMENTS and DISCOUNTS on the Assessment Roll for the year 2025 ; that all errors and double assessments have been plainly indicated on the Assessment Roll; that the discounts were actually earned for the month as shown; that no exeptions, other than those shown on the Assessment Roll, have been allowed by me except upon a showing of satisfactory proof that each such claim was just and legal; that each item herein marked as insolvent is in fact insolvent and, although diligent search has been made by me I have been unable to find any property upon which levy can be made to enforce the payment of the tax; that I have not collected any of the items shown on this list.

I am, therefore, entitled to credit against the 2025 Assessment Roll in the following amounts:

Errors	$5,692,158.91
Insolvencies	$.00
Double Assessments	$.00
Discounts	$26,092,175.66
Federal Bankruptcies	$273,062.25
Warrants Pending	$1,573,423.92
County Certificates	$2,001,266.97
Other (Specify)	
Total	$35,632,087.71

Dated this the 24th day of June, 2026, George Albright TC MARION CO.
Tax Collector, MARION County

To County Commissioners: Read Carefully The Certificate Below Before Signing.

Recapitulation

We the undersigned members of the Board of County Commissioners in and for the County of MARION Florida, hereby certify that we have carefully examined and compared each item in the within and foregoing list and the Tax Collector has stricken knowledge, information and belief such list is now correct, just and legal and Hon. GEORGE ALBRIGHT
Tax Collector, is therefore entitled to credit on account of said list for the following amounts:

Errors	$5,692,158.91
Insolvencies	$.00
Double Assessments	$.00
Discounts	$26,092,175.66
Federal Bankruptcies	$273,062.25
Warrants Pending	$1,573,423.92
County Certificates	$2,001,266.97
Other (Specify)	
Total	$35,632,087.71

Dated this the _____ day of _____

_____
Chairman

_____
Member

_____
Member

_____
Member

_____
Member

_____
Clerk - Attest

_____
Member

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23359 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.1.

SUBJECT:
2nd Local Option Fuel Tax Fund - Transport Improvement 2nd 5 Cents - $3,268,907

INITIATOR:
Steven Cohoon, PE County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
The FY 2027-31 Transportation Improvement Program (TIP) was approved on the May 19, 2026 BCC agenda. This amendment adjusts project balances in the current FY across active Gas Tax 2 projects to match the levels indicated on the approved TIP. Funding will be reallocated in multiple projects. Total funding appropriations in Gas Tax 2 remain unchanged

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

WHEREAS, the following budget amendment is necessary and proper in the 2ND LOCAL OPT FUEL TAX:

Transferred From:

Account	Cost Center - Account Title	Amount
1023 - 762 - 561301	TRANSPORT IMPROV 2ND 5 CENTS LAND ACQ - ROW/EASEMENTS	$4
1023 - 762 - 561301	TRANSPORT IMPROV 2ND 5 CENTS LAND ACQ - ROW/EASEMENTS	$350,000
1023 - 762 - 563220	TRANSPORT IMPROV 2ND 5 CENTS IMPROVE - ROAD & BRIDGE	$2,526,814
1023 - 762 - 563220	TRANSPORT IMPROV 2ND 5 CENTS IMPROVE - ROAD & BRIDGE	$4,419
1023 - 762 - 563220	TRANSPORT IMPROV 2ND 5 CENTS IMPROVE - ROAD & BRIDGE	$71,744
1023 - 762 - 563220	TRANSPORT IMPROV 2ND 5 CENTS IMPROVE - ROAD & BRIDGE	$315,926
		$3,268,907

Transferred To:

Account	Cost Center - Account Title	Amount
1023 - 762 - 563220	TRANSPORT IMPROV 2ND 5 CENTS IMPROVE - ROAD & BRIDGE	$1
1023 - 762 - 563220	TRANSPORT IMPROV 2ND 5 CENTS IMPROVE - ROAD & BRIDGE	$590,166
1023 - 762 - 563220	TRANSPORT IMPROV 2ND 5 CENTS IMPROVE - ROAD & BRIDGE	$1,203,929
1023 - 762 - 563220	TRANSPORT IMPROV 2ND 5 CENTS IMPROVE - ROAD & BRIDGE	$1,339,811
1023 - 762 - 563220	TRANSPORT IMPROV 2ND 5 CENTS IMPROVE - ROAD & BRIDGE	$135,000
		$3,268,907

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

Attest:

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

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

Carl Zalak III, Chairman

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23361 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.2.

SUBJECT:
80% Gas Tax Construction Fund - County Engineer 80% Gas Tax - $2,431,913

INITIATOR:
Steven Cohoon, PE, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
The FY 2027-31 Transportation Improvement Program (TIP) was approved on the May 19, 2026 BCC agenda. This amendment adjusts project balances in the current FY across active Gas Tax projects to match the levels indicated on the approved TIP. Funding will be reallocated in multiple projects. Total funding appropriations in Gas Taxes remain unchanged.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

WHEREAS, the following budget amendment is necessary and proper in the 80% GAS TAX CONST FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$2,071,501
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$137,681
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$43,966
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$66,952
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$83,737
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$107
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$472
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$20
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$877
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$26,600
		$2,431,913

Transferred To:

Account	Cost Center - Account Title	Amount
1021 - 761 - 561301	COUNTY ENGINEER - 80 % GAS TAX LAND ACQ - ROW/EASEMENTS	$55,000
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$95,000
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$445,039
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$1,751,874
1021 - 761 - 563221	COUNTY ENGINEER - 80 % GAS TAX IMPROVE - R&B 5TH & 6TH (80%)	$85,000
		$2,431,913

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23531 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.3.

SUBJECT:
American Rescue Plan Local Fiscal Recovery Fund - Utilities Line Extensions - $3,100,322

INITIATOR:
Tony Cunnigham, PE, Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
The funding agreement for American Rescue Plan Act (ARPA) Funds includes a stipulation that revenues received as a result of projects need to be re-invested into additional infrastructure. Marion County Utilities implemented a Short Water Line Extension program which generated funds. These funds are needed to continue the ARPA-funded water line extensions in Marion Oaks.

BUDGET/IMPACT:
Increase American Plan Local Fiscal Recovery Fund appropriation by $2,799,136.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution and amend the CIP.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

WHEREAS, the following budget amendment is necessary and proper in the AMERICAN RESCUE PLAN - SLFRF:

Transferred From:

Account	Cost Center - Account Title	Amount
1160 - 449 - 369014	UTILITIES LINE EXTENSIONS ARPA-WATER LINE EXT PROG INCOM	$2,799,136
1160 - 449 - 563102	UTILITIES LINE EXTENSIONS IMPROVE - CIP	$301,186
		$3,100,322

Transferred To:

Account	Cost Center - Account Title	Amount
1160 - 449 - 563102	UTILITIES LINE EXTENSIONS IMPROVE - CIP	$3,100,322
		$3,100,322

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Project Adjustments
Journal 2026-10-36
Effective Date 07/07/2026

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
UTCEXT001-CIP UTILTY-NEWINF CNS-449	Water Line Extension Grant Program	563102	6,410,229	(301,186)	6,109,043
UTCEXT002-CIP UTILTY-NEWINF CNS-449	Marion Oaks Water Line Extensions	563102	15,759,729	3,100,322	18,860,051
			15,759,729	2,799,136	18,558,865

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23418 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.4.

SUBJECT:
Budget Transfer from Multiple Funds to Building Safety - $73,242

INITIATOR:
Jim Couillard, PLA, ASLA, Director / Jared Goodspeed, Director / Crystal McCazzio, Director / John Pearson, Director

DEPARTMENT:
Parks & Recreation / Facilities Management / Cooperative / Extension Services / Building Department

DESCRIPTION/BACKGROUND:
Parks & Recreation, Facilities Management and Cooperative Extension Services budgeted to purchase used vehicles from the Building Safety Department in the FY 2025-26 budget. Transferring a used vehicle to another department results in savings to the various Department's budgets. A total of five vehicles are to be transferred from the Building Safety Department, with one (1) vehicle going to Cooperative Extension Services, one (1) going to Facilities Management and three (3) going to Parks & Recreation. The breakdown of the vehicles to be transferred are as follows:

Asset	Vehicle Number	Amount	Transferred to
53885	P-390	$13,045	Cooperative Extension Services
54086	P-394	$14,740	Facilities Management
54160	P-396	$15,615	Parks & Recreation
54550	P-418	$17,415	Parks & Recreation
50744	SUV-50	$12,427	Parks & Recreation

BUDGET/IMPACT:
Increase Building Safety Fund appropriation by $73,242.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

WHEREAS, the following budget amendment is necessary and proper in the PARKS & REC FEES FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1081 - 362 - 564101	PARKS AND RECREATION FEES MACHINERY & EQUIPMENT	$45,457
		$45,457

Transferred To:

Account	Cost Center - Account Title	Amount
1081 - 362 - 591116	PARKS AND RECREATION FEES BUDG TRANS TO BUILDING FUND	$45,457
		$45,457

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 372 - 564101	COOPERATIVE EXTENSION SERVICE MACHINERY & EQUIPMENT	$13,045
		$13,045

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 107 - 591116	GENERAL FUND - TRANSFERS BUDG TRANS TO BUILDING FUND	$13,045
		$13,045

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 180 - 564101	FACILITIES MANAGEMENT MACHINERY & EQUIPMENT	$14,740
		$14,740

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 107 - 591116	GENERAL FUND - TRANSFERS BUDG TRANS TO BUILDING FUND	$14,740
		$14,740

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1141 - 318 - 381001	BUILDING FROM GENERAL FUND	$27,785
1141 - 318 - 381118	BUILDING FR PARKS & REC FUND	$45,457
		$73,242

Transferred To:

Account	Cost Center - Account Title	Amount
1141 - 318 - 599101	BUILDING RESERVE FOR CONTINGENCIES	$73,242
		$73,242

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23522 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.5.

SUBJECT:
Building Safety Fund - Building Safety - $40,000

INITIATOR:
John P. Pearson, Director

DEPARTMENT:
Building Safety

DESCRIPTION/BACKGROUND:
The current expenditure budget for Repairs/Maintenance - Fleet Management is insufficient because vehicle maintenance costs have significantly exceeded FY 2025-26 projections. Enforcement of the Florida Building Code requires continuous deployment of all department vehicles, resulting in wear, repair needs, and service frequency that are higher than expected. These increased demands have outpaced the original budgeted amount, creating a projected shortfall that must be addressed to keep the fleet operational for the remainder of the fiscal year. To resolve this issue, the department has identified Machinery and Equipment as the funding source, as this account has available funding due to vehicle replacements being completed at costs lower than originally budgeted. This transfer will cover the increased fleet maintenance expenses and ensure continued operational readiness. This is considered a non-recurring issue; however, if similar maintenance trends continue, the department will reassess and adjust future budget requests to ensure funding aligns with operational requirements.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1141 - 318 - 564101	BUILDING MACHINERY & EQUIPMENT	$40,000
		$40,000

Transferred To:

Account	Cost Center - Account Title	Amount
1141 - 318 - 546257	BUILDING REPAIRS/MAINT - FLEET MANAGMNT	$40,000
		$40,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23453 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.6.

SUBJECT:
Fine and Forfeiture Fund - Sheriff Regular Transfer - $1,237

INITIATOR: **DEPARTMENT:**
Jeremiah Powell, Chief Financial Officer **Sheriff's Office**

DESCRIPTION/BACKGROUND:
The purpose of this request is to add funds to the Regular budget from metal recycling and pallets sold.

BUDGET/IMPACT:
Increase Fine and Forfeiture Fund appropriation by $1,237.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1010 - 118 - 364041	SHERIFF REGULAR - TRANSFER SALE OF SURPLUS EQUIPMENT	$1,237
		$1,237

Transferred To:

Account	Cost Center - Account Title	Amount
1010 - 118 - 560101	SHERIFF REGULAR - TRANSFER CAPITAL OUTLAY - MCSD	$1,237
		$1,237

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

BUDGET AMENDMENT NUMBER 2026 - 10 - 21

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

06/22/2026
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Jeremiah Powell/Chief Financial Officer - Budget/Finance Bureau*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1010	FINE AND FORFEITURE FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
118	364041	SHERIFF REGULAR - TRANSFER SALE OF SURPLUS EQUIPMENT	$ 1,237
		TOTAL	$ 1,237

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
118	560101	SHERIFF REGULAR - TRANSFER CAPITAL OUTLAY - MCSD	$ 1,237
		TOTAL	$ 1,237

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the Regular budget from metal recycling and pallets sold.

Budget amendment requests must be received in the Budget Office before 10:00 A.M. on the Monday preceding regularly scheduled Tuesday meetings of the Board of County Commissioners. Deadlines may be shortened due to the holidays or other scheduling conflicts.

Sheriff Office Reference Number :	REGULAR #10

Marion County Sheriff's Office
Post Office Box 1987
Ocala, Florida 34478-1987



6/04/2026 **RECEIPT #** **57484**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
TRADEMARK METALS RECYCLING LLC	Check	5055307776	279.45

Description:

05/26 METAL RECYCLING

001-0000-000 208000.000 DUE TO BOCC 279.45

MARION COUNTY SHERIFF'S
OFFFICE

Trademark Metals Recycling
2402 NW 6th St.
Ocala, FL 34475
(352) 351-3383

Date: 5/28/2026
Check No. 5055307776

TICKET #	INV #	SHP DATE	COMMODITY	GROSS	TARE	NET	VEHICLE ID	PRICE	UM	TOTAL AMT
OC182696		5/28/2026	Sheet Iron	21,420	17,280	4,140		6.7500	CW	279.45
			OC104668 TOTALS							
			VENDOR(Pounds):			4,140		TOTAL DUE:		$279.45

This Payment: $279.45
Previously Paid: $0.00
Remaining Balance: $0.00

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

Trademark Metals Recycling
2402 NW 6th St.
Ocala, FL 34475
(352) 351-3383

DATE
5/28/2026

No. 5055307776

64-975
612

VOID AFTER 90 DAYS

Wells Fargo Bank, N.A.

CHECK AMOUNT
$**279.45**

PAY EXACTLY **TWO HUNDRED AND SEVENTY-NINE DOLLARS AND FORTY-FIVE CENTS

PAY TO THE ORDER OF MARION COUNTY SHERIFF'S OFFFICE

REQUIRES TWO MANUAL SIGNATURES OVER 10,000

AUTHORIZED SIGNATURE

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987



6/04/2026 **RECEIPT #** **57499**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
TRADEMARK METALS RECYCLING LLC	Check	5055307831	276.75

Description:

06/26 METAL RECYCLING

001-0000-000 208000.000 DUE TO BOCC	276.75

Marion County Sheriff's Office
Post Office Box 1987
Ocala, Florida 34478-1987

COPY

6/09/2026 **RECEIPT #** **57543**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
TRADEMARK METALS RECYCLING LLC	Check	5055307885	286.20

Description:

06/26 METAL RECYCLING

001-0000-000 208000.000 DUE TO BOCC 286.20

MARION COUNTY SHERIFF'S
OFFFICE

Trademark Metals Recycling
2402 NW 6th St.
Ocala, FL 34475
(352) 351-3383

Date: 6/5/2026
Check No. 5055307885

TICKET #	INV #	SHP DATE	COMMODITY	GROSS	TARE	NET	VEHICLE ID	PRICE	UM	TOTAL AMT
OC183875		6/5/2026	Sheet Iron	21,380	17,140	4,240		6.7500	CW	286.20
			OC104668 TOTALS							
			VENDOR(Pounds):			4,240		TOTAL DUE:		$286.20

This Payment:	$286.20
Previously Paid:	$0.00
Remaining Balance:	$0.00

REC'D

JUN 05 2026

BY FISCAL

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

Trademark Metals Recycling
2402 NW 6th St.
Ocala, FL 34475
(352) 351-3383

DATE
6/5/2026

No. 5055307885

64-975
612

VOID AFTER 90 DAYS

Wells Fargo Bank, N.A.

CHECK AMOUNT
$**286.20**

PAY EXACTLY **TWO HUNDRED AND EIGHTY-SIX DOLLARS AND TWENTY CENTS

PAY TO THE ORDER OF MARION COUNTY SHERIFF'S OFFFICE

REQUIRES TWO MANUAL SIGNATURES OVER 10,000

AUTHORIZED SIGNATURE

Marion County Sheriff's Office
Post Office Box 1987
Ocala, Florida 34478-1987

COPY

6/09/2026 **RECEIPT #** **57545**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
D&S PALLET RECYCLE LLC	Check	0003443	394.50

Description:

PALLET PICKED UP 01/09/26-05/14/26

001-0000-000 208000.000 DUE TO BOCC 394.50

D&S PALLET RECYCLE LLC.
WE BUY SELL & REPAIR USED PALLETS
(352) 351-0070
Fax: (352) 351-6141

RECEIPT

INVOICE NO.

DATE 1/9/26

P.O. #

TERMS Pick #3443

Marion County Jail

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
111		Pallets In		
		~~Sent~~ 197		
108		48x40's	0 50	54 00
3		NoValue		

TOTAL 54 00

Thank You!

D&S PALLET RECYCLE LLC.

WE BUY SELL & REPAIR USED PALLETS

(352) 351-0070

Fax: (352) 351-6141

RECEIPT

INVOICE NO.

DATE 1/28/26

P.O. #

TERMS per ch #3443

Marion County Jail

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
116		Pallets In		
106		48x40's	0 50	53 00
10		Odds		
		X ~~Lost~~ 17		

TOTAL 53 00

Thank You!

D&S PALLET RECYCLE LLC.

WE BUY SELL & REPAIR USED PALLETS

(352) 351-0070
Fax: (352) 351-6141

RECEIPT

INVOICE NO.

DATE 3/3/26

P.O. #

TERMS Pd/ck #3443

Marion County Jail

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
272		Pallets In		
251		48x40's	0 50	125 50
21		Odds		
		X ~~X~~ ~~Pd~~ 197		

TOTAL 125 50

Thank You!

D&S PALLET RECYCLE LLC.

WE BUY SELL & REPAIR USED PALLETS

(352) 351-0070

Fax: (352) 351-6141

RECEIPT

INVOICE NO.

DATE 3/19/26

P.O. #

TERMS pdch #3443

Marion County Jail

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
82		Pallets In		
~~48~~ 78		48 x 40's	0 50	39 00
04		0 lbs		
		X Not Sold	197	
			TOTAL	39 00

Thank You!

D&S PALLET RECYCLE LLC.

WE BUY SELL & REPAIR USED PALLETS

(352) 351-0070

Fax: (352) 351-6141

RECEIPT

INVOICE NO.

DATE 4/14/26

P.O. #

TERMS John #3443

Marion County Jail

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
126		Pallets In		
119		48x40's	0 50	59 50
7		Odds		
		X & Cost 197		
			TOTAL	59 50

Thank You!

D&S PALLET RECYCLE LLC.

WE BUY SELL & REPAIR USED PALLETS

(352) 351-0070

Fax: (352) 351-6141

RECEIPT

INVOICE NO.

DATE 4/28/26

P.O. #

TERMS Ref#3443

Marion County Jail

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
74		Pallets In		
70		48x40s	0 50	35 00
4		Odds		

TOTAL 35 00

Thank You!

D&S PALLET RECYCLE LLC.

WE BUY SELL & REPAIR USED PALLETS

(352) 351-0070

Fax: (352) 351-6141

RECEIPT

INVOICE NO.

DATE 5/14/26

P.O. # Pd Ck# 3443

TERMS

Marion County Jail

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
60		Pallets In		
57		48x40's	0 50	28 50
3		Odds		
		D & S Scott 197		

TOTAL 28 50

Thank You!

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23455 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.7.

SUBJECT:
General Fund - Clerk to County Commission Transfer - $6,856

INITIATOR:
Audrey L. Fowler, Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
The Department of Revenue Child Support Program earns federal incentive funds based on its performance in providing services to families. Each year, the Program shares a portion of the incentive earnings with local governments that participate in the cost of the Program through agreements with the Program. The Program has an agreement with the Clerk of Court and Comptroller.

BUDGET/IMPACT:
Increase General Fund appropriation by $6,856.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 110 - 335601	CLERK TO COUNTY COMMISSION TR CSE INCENTIVES	$6,856
		$6,856

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 110 - 552108	CLERK TO COUNTY COMMISSION TR OPERATING SUPPLIES	$6,856
		$6,856

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Florida Department of Revenue
Child Support Program

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

June 10, 2026

Marion County
601 SE 25th Ave.
Ocala, FL 34471

AWARDING OF INCENTIVE FUNDS FOR FEDERAL FISCAL YEAR 2023

The Department of Revenue Child Support Program earns federal incentive funds based on its performance in providing services to families. Each year, the Program shares a portion of the incentive earnings with local governments that participate in the cost of the Program through agreements with the Program. The Program has agreements with the Clerk of the Circuit Court and the Sheriff's office in your county.

The Program is awarding incentive earnings to the political subdivisions according to Title 45 Code of Federal Regulations §302.55 and the approved Child Support State Incentive Allocation Plan. Incentive funds payment must be used to support child support services provided to the Child Support Program by the Clerk of the Circuit Court and the Sheriff's office (Title 45 CFR §305.35). These payments are federal funds and the Assistance Listing Number for your reporting purposes is 93.563.

Enclosed is a copy of the calculations used in determining Marion County's incentive payment for $6856. Based upon the method of payment chosen during your county's registration with the Department of Financial Services, either a warrant is enclosed, or the amount was sent by way of an electronic funds transfer (EFT). Please ensure the appropriate accounting/financial personnel are aware of this payment and receive a copy of this letter and enclosures.

The Child Support Program appreciates your continued partnership and contribution in providing child support services to the citizens of Florida. If you should have any questions regarding the incentive payment calculation, please contact Shawn Stewart at (850) 617-8077.

Sincerely,

Ann Coffin
Director
Child Support Program

Enclosures

FFY 2023 Incentive Payment Calculation
Under Florida Department of Revenue Child Support Enforcement Program
State Incentive Allocation Plan

County: **Marion**

A. Collection Base

Current Assistance Distributed	14,783,636	x 2 =	29,567,272
Former Assistance Distributed	11,744,424	x 2 =	23,488,848
			+
Never Assistance Distributed	4,547,837		4,547,837
Fees Retained	739		739
Other countries	26,642		26,642
			=
		County Collection Base:	57,631,338

B. County Performance Measures

1. Support Order Establishment Performance Level

Cases with a Support Order	10,955	Order Establ. Performance Level %	82.39%	
Total Number of Cases	13,296	Federal Score	100%	
		Max. Incentive Base, This Measure *		57,631,338

2. Current Support Payment Performance Level

Total Current Support Distributed	21,084,716	Curr. Support Performance Level %	60.84%	
Total Current Support Owed	34,658,271	Federal Score	70%	
		Max. Incentive Base, This Measure *		40,341,937

3. Arrears Payment Performance Level

Cases Paying Arrears During FY	7,193	Arrears Support Performance Level %	73.47%	
Cases with Arrears Due in FY	9,791	Federal Score	86%	
		Max. Incentive Base, This Measure *(x .75)		37,172,213

4. CE by Cty Performance Level

Total Collections Distributed	31,103,278	CE by Cty Ratio	6.41	
Adjusted Total Expenditures	4,851,304	Federal Score	100%	
		Max. Incentive Base, This Measure *(x .75)		43,223,504

*Federal Score % x County Collection Base

C. Incentive Calculation

a. County Incentive Base, This County (sum of 1 through 4 above):	178,368,992
b. Combined County Incentive Base, All Counties:	8,348,966,543
c. FFY 2023 County Incentive Payment Share (a./b.):	2.14%
d. FFY County Incentive Payment Pool:	320,900
e. Incentive Payment Amount to County:	6,856

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23532 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.8.

SUBJECT:
General Fund - Public Relations - $121,800

INITIATOR:
Bobbi Perez, Director

DEPARTMENT:
Public Relations

DESCRIPTION/BACKGROUND:
Revenue for the America 250 initiative is being recognized under Other Contributions and Donations. To facilitate the payment of outstanding invoices and other expenditures associated with the America 250 celebrations, the funds are being transferred to the promotion activities account. This transfer will ensure that all current and future event-related expenses can be processed and paid in a timely manner.

BUDGET/IMPACT:
Increase General Fund appropriation by $121,800.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 000 - 366090	GENERAL FUND DEPARTMENT OPEN OTHER CONTRIB & DONATIONS	$121,800
		$121,800

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 106 - 548101	PUBLIC RELATIONS PROMOTIONAL ACTIVITIES	$121,800
		$121,800

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23452 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.9.

SUBJECT:
General Fund - Sheriff Jail Transfer - $5,733

INITIATOR: **DEPARTMENT:**
Jeremiah Powell, Chief Financial Officer **Sheriff's Office**

DESCRIPTION/BACKGROUND:
The purpose of this request is to add funds to the Jail budget from the sale of livestock.

BUDGET/IMPACT:
Increase General Fund appropriation by $5,733.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 116 - 364041	SHERIFF JAIL - TRANSFER SALE OF SURPLUS EQUIPMENT	$5,733
		$5,733

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 116 - 560101	SHERIFF JAIL - TRANSFER CAPITAL OUTLAY - MCSD	$5,733
		$5,733

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

06/22/2026
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Jeremiah Powell/Chief Financial Officer - Budget/Finance Bureau*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	364041	SHERIFF JAIL - TRANSFER SALE OF SURPLUS EQUIPMENT	$ 5,733
		TOTAL	$ 5,733

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	560101	SHERIFF JAIL - TRANSFER CAPITAL OUTLAY - MCSD	$ 5,733
		TOTAL	$ 5,733

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the Jail budget from the sale of livestock.

Budget amendment requests must be received in the Budget Office before 10:00 A.M. on the Monday preceding regularly scheduled Tuesday meetings of the Board of County Commissioners. Deadlines may be shortened due to the holidays or other scheduling conflicts.

Sheriff Office Reference Number :	JAIL #9

Marion County Sheriff's Office
Post Office Box 1987
Ocala, Florida 34478-1987

COPY

6/09/2026 **RECEIPT #** **57546**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
OCALA STOCKYARD, LLC	Check	0029953	5,733.03

Description:

SALE OF HOGS/FEEDERS ON 6/5/2026

003-0000-000 208000.000 DUE TO BOCC 5733.03

OCALA STOCKYARD LLC

P.O. BOX 539 • LOWELL, FLORIDA 32663
PHONE: 352-732-4454 • FAX: 352-732-4362
SALE DAY: CATTLE - EVERY MONDAY
HOGS, GOATS - FIRST FRIDAY EACH MONTH

29953

Seller 31 * MARION COUNTY SHERIFF'S OFFICE 06/05/26 PF 8833

Check Continued...

Insur. 19.55 Hog Prom 22.86 Yardage 91.50 Comm 651.86
Deds 785.77 Net 5,733.03

****NEXT GOAT & HOG SALE WILL BE FRIDAY JUNE 19,2026*******
NOTE NEW BANK MAINSTREET COMMUNITY BANK OF FLORIDA !!!!!!!

MAINSTREET COMMUNITY BANK OF FLORIDA
63-1550/631

OCALA STOCKYARD LLC
P.O. BOX 539 • LOWELL, FLORIDA 32663
PHONE: 352-732-4454 • FAX: 352-732-4362

29953

Check No. 29953

06/05/2026

DOLLARS CENTS

PAY Five Thousand Seven Hundred Thirty Three Dollars and 3 Cents $****5,733.03

To The Order Of

* MARION COUNTY SHERIFF'S OFFICE
PO BOX 1987
OCALA, FL 34478-1987

OCALA STOCKYARD, LLC
CUSTODIAL ACCOUNT FOR SHIPPER'S PROCEEDS
~~VOID AFTER 60 DAYS~~

OCALA STOCKYARD LLC
P.O. BOX 539 • LOWELL, FLORIDA 32663
PHONE: 352-732-4454 • FAX: 352-732-4362
SALE DAY: CATTLE - EVERY MONDAY
HOGS, GOATS - FIRST FRIDAY EACH MONTH

29952

Seller 31 * MARION COUNTY SHERIFF'S OFFICE 06/05/26 PF 8833

1	5078	HOGS	323	H	143	100.00	143.00
1	5079	HOGS	323	H	143	100.00	143.00
1	5080	HOGS	323	H	143	100.00	143.00
1	5081	HOGS	323	H	143	100.00	143.00
1	5082	HOGS	323	H	143	100.00	143.00
1	5083	HOGS	323	H	143	100.00	143.00
1	5084	HOGS	323	H	143	100.00	143.00
1	5085	HOGS	323	H	143	100.00	143.00
1	5086	HOGS	323	H	143	100.00	143.00
1	5087	HOGS	323	H	138	100.00	138.00
1	5088	HOGS	323	H	151	97.50	147.23
1	5089	HOGS	323	H	151	97.50	147.23
1	5090	HOGS	323	H	151	97.50	147.23
1	5091	HOGS	323	H	151	97.50	147.23
1	5092	HOGS	323	H	151	97.50	147.23
1	5093	HOGS	323	H	151	97.50	147.23
1	5094	HOGS	323	H	151	97.50	147.23
1	5095	HOGS	323	H	151	97.50	147.23
1	5096	HOGS	323	H	151	97.50	147.23
1	5116	HOGS	323	H	151	97.50	147.23
10	300	FEEDER	323	H	1365	85.00	1,160.25
13	300	FEEDER	340	H	1125	95.00	1,068.75
17	300	FEEDER	332	H	1140	112.50	1,282.50
1	300	FEEDER	310	H	110	100.00	110.00
61	Totals				6675		6,518.80

Sex	Head	Weight	Avg Wgt	Avg Prc	Avg Pr/Hd
HOGS	20	2935	146.75	98.72	144.87
FEEDER	41	3740	91.22	96.83	88.33

Continued On Next Page...

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23416 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.10.

SUBJECT:
General Fund - Veterans Service Office - $4,000

INITIATOR:
Daisy Diaz, Director

DEPARTMENT:
Veterans Services

DESCRIPTION/BACKGROUND:
Funds in Operating Supplies - Veterans Memorial Park are not adequate to cover the cost the Francis Marion Crib. Needed funds are available in the Veterans Memorial Park Revenue Fund to cover the cost.

BUDGET/IMPACT:
Increase General Fund appropriation by $4,000

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 378 - 366020	VETERANS SERVICE OFFICE VETERANS MEMORIAL PARK	$4,000
		$4,000

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 378 - 552112	VETERANS SERVICE OFFICE OPER SUPPLIES - VET MEM PARK	$4,000
		$4,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23356 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.11.

SUBJECT:
Impact Fee East District Fund - Impact Fees East District - $380,810

INITIATOR:
Steven Cohoon, PE, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
The FY 2027-31 Transportation Improvement Program (TIP) was approved on the May 19, 2026 BCC agenda. This amendment adjusts project balances in the current FY across active Impact Fee - East projects to match the levels indicated on the approved TIP. Funding will be reduced in multiple projects to match reduced revenue projections.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

WHEREAS, the following budget amendment is necessary and proper in the IMPACT FEE- EAST DISTRICT:

Transferred From:

Account	Cost Center - Account Title	Amount
1291 - 771 - 561301	IMPACT FEES EAST DISTRICT LAND ACQ - ROW/EASEMENTS	$146,207
1291 - 771 - 561301	IMPACT FEES EAST DISTRICT LAND ACQ - ROW/EASEMENTS	$214,933
1291 - 771 - 563511	IMPACT FEES EAST DISTRICT IMPROVE - EAST DISTRICT	$19,670
		$380,810

Transferred To:

Account	Cost Center - Account Title	Amount
1291 - 771 - 563511	IMPACT FEES EAST DISTRICT IMPROVE - EAST DISTRICT	$380,810
		$380,810

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23358 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.12.

SUBJECT:
Impact Fees West District Fund - Impact Fees West District - $16,943,237

INITIATOR:
Steven Cohoon, PE County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
The FY 2027-31 Transportation Improvement Program (TIP) was approved on the May 19, 2026 BCC agenda. This amendment adjusts project balances in the current FY across active Impact Fee - West projects to match the levels indicated on the approved TIP. Funding will be reallocated in multiple projects. Total funding appropriations in Impact Fee - West remain unchanged.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

WHEREAS, the following budget amendment is necessary and proper in the IMPACT FEE- WEST DISTRICT:

Transferred From:

Account	Cost Center - Account Title	Amount
1292 - 772 - 561301	IMPACT FEES WEST DISTRICT LAND ACQ - ROW/EASEMENTS	$45,998
1292 - 772 - 563512	IMPACT FEES WEST DISTRICT IMPROVE - WEST DISTRICT	$7,096,221
1292 - 772 - 563512	IMPACT FEES WEST DISTRICT IMPROVE - WEST DISTRICT	$1,742
1292 - 772 - 563512	IMPACT FEES WEST DISTRICT IMPROVE - WEST DISTRICT	$1,981,739
1292 - 772 - 563512	IMPACT FEES WEST DISTRICT IMPROVE - WEST DISTRICT	$70,118
1292 - 772 - 563512	IMPACT FEES WEST DISTRICT IMPROVE - WEST DISTRICT	$2,500,000
1292 - 772 - 563512	IMPACT FEES WEST DISTRICT IMPROVE - WEST DISTRICT	$5,247,419
		$16,943,237

Transferred To:

Account	Cost Center - Account Title	Amount
1292 - 772 - 561301	IMPACT FEES WEST DISTRICT LAND ACQ - ROW/EASEMENTS	$50,000
1292 - 772 - 561301	IMPACT FEES WEST DISTRICT LAND ACQ - ROW/EASEMENTS	$2,376,192
1292 - 772 - 563512	IMPACT FEES WEST DISTRICT IMPROVE - WEST DISTRICT	$6,446,207
1292 - 772 - 563512	IMPACT FEES WEST DISTRICT IMPROVE - WEST DISTRICT	$8,070,838
		$16,943,237

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

Attest:

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

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

Carl Zalak III, Chairman

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23352 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.13.

SUBJECT:
Infrastructure Surtax Capital Project Fund - Infrastructure Tax Fire - $1,000,000

INITIATOR:
Michael McCain, Executive Director

DEPARTMENT:
County Administrator

DESCRIPTION/BACKGROUND:
Transfer $1,000,000 from Surtax Reserves to the Fire Station 9 Orange Lake Project (FRC000022), which is included in the proposed FY 2026-27 budget. These funds will be used to expedite project activities, including design, engineering, and land acquisition. This is a non-recurring transfer intended to advance the project schedule. To maintain the approved total project budget of $7,622,000, the FY 2026-27 project funding allocation will be reduced by $1,000,000 during the July Budget Workshops.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution and amend the CIP.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

WHEREAS, the following budget amendment is necessary and proper in the INFRAST SURTAX CAP PROJ FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
3031 - 739 - 599301	INFRASTRUCTURE TAX RESERVE RESERVE FOR FUTURE CAP OUTLAY	$1,000,000
		$1,000,000

Transferred To:

Account	Cost Center - Account Title	Amount
3031 - 732 - 562102	INFRASTRUCTURE TAX FIRE BUILDINGS - CIP	$1,000,000
		$1,000,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Project Adjustments
Journal 2026-10-8
Effective Date 07/07/2026

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
FRC000022-CIP FIRAMB-NEWSTR CNS-732	Fire Station 9 Orange Lake	562102	-	1,000,000	1,000,000
			-	1,000,000	1,000,000

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23351 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.14.

SUBJECT:
Infrastructure Surtax Capital Project Fund - Infrastructure Tax Transport - $44,845,021

INITIATOR:
Steven Cohoon, PE, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
The FY 2027-2031 Transportation Improvement Program (TIP) was approved by the Board of County Commissioners (BCC) on May 19, 2026. This budget amendment aligns current fiscal year project balances across active Transportation Infrastructure Surtax projects with the funding levels identified in the approved TIP. In addition, adjustments are included to properly allocate staff billing charges to the applicable projects. Funding appropriations will be redistributed among multiple Transportation Infrastructure Surtax projects; however, the overall Transportation Infrastructure Surtax budget will remain unchanged. These adjustments ensure that project funding accurately reflects the approved capital planning framework and supports the continued implementation of scheduled transportation improvements.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution and amend the CIP.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

WHEREAS, the following budget amendment is necessary and proper in the INFRAST SURTAX CAP PROJ FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$956,507
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$2,709,518
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$600,000
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$128
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$91
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$39
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$33
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$38
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$4,900,000
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$8,417
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$173,338
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$2,895,204
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$217,558
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$217,717
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$5,863,212
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$321
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$23

3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$297
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$24,760,571
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$945,621
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$596,388
		$44,845,021

Transferred To:

Account	Cost Center - Account Title	Amount
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$11,745,525
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$3,753,723
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$4,545,865
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$7,982,132
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$40
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$10
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$293
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$14,523
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$16,802,910
		$44,845,021

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Budget Adjustments
Journal 2026-10-3
Effective Date 07/07/2026

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
STC073801-CIP TRANSP-NEWINF CNS-738	NW 49TH / 35TH ST PH 2B	563220	25,818,720	14,523	25,833,243
STC073801-CIP TRANSP-NEWINF ROW-738	NW 49TH / 35TH ST PH 2B	561301	5,995,038	(38)	5,995,000
STC073802-CIP TRANSP-NEWINF CNS-738	NW 49TH / 35TH ST PH 2C	563220	-	40	40
STC073802-CIP TRANSP-NEWINF ROW-738	NW 49TH / 35TH ST PH 2C	561301	12,555,501	(39)	12,555,462
STC073804-CIP TRANSP-NEWINF CNS-738	SW 49TH/40TH AVE PH 1	563220	10,921,938		10,921,938
STC073804 -CIP TRANSP-NEWINF ROW-738	SW 49TH/40TH AVE PH 1	561301	2,500,000	(33)	2,499,967
STC073809-CIP TRANSP-NEWINF CNS-738	SW 49TH/40TH AVE PH 1A	563220	947,448	(945,621)	1,827
STC073809-CIP TRANSP-NEWINF ROW-738	SW 49TH/40TH AVE PH 1A	561301	-		-
STC073811-CIP TRANSP-NEWINF CNS-738	NW 49TH / 35TH ST PH 3	563220	24,763,632	(24,760,571)	3,061
STC073811-CIP TRANSP-NEWINF DES-738	NW 49TH / 35TH ST PH 3	563220	814,709		814,709
STC073811-CIP TRANSP-NEWINF LND-738	NW 49TH / 35TH ST PH 3	562101	-		-
STC073811-CIP TRANSP-NEWINF ROW-738	NW 49TH / 35TH ST PH 3	561301	8,900,000		8,900,000
STC073812-CIP TRANSP-EXPANS CNS-738	NW 80TH/70TH AVE SEG 3	563220	17,372,208	16,802,910	34,175,118
STC073812-CIP TRANSP-EXPANS ROW-738	NW 80TH/70TH AVE SEG 3	561301	6,732,680		6,732,680
STC073813-CIP TRANSP-NEWINF CNS-738	SW 49TH AVE SOUTH SEG F	563220	8,375,000		8,375,000
STC073813 -CIP TRANSP-NEWINF DES-738	SW 49TH AVE SOUTH SEG F	563220	608,830		608,830
STC073813 -CIP TRANSP-NEWINF ROW-738	SW 49TH AVE SOUTH SEG F	561301	6,814,026	(956,507)	5,857,519
STC073814-CIP TRANSP-EXPANS CNS-738	SW 49TH AVE N	563220	4,836	(321)	4,515
STC073814-CIP TRANSP-EXPANS ROW-738	SW 49TH AVE N	561301	14,052,915	7,982,132	22,035,047
STC073815-CIP TRANSP-EXPANS CNS-738	SW 80TH AVE SEG 1	563220	37,200,000	(596,388)	36,603,612
STC073815-CIP TRANSP-EXPANS DES-738	SW 80TH AVE SEG 1	563220	1,479,785	(217,558)	1,262,227
STC073815-CIP TRANSP-EXPANS ROW-738	SW 80TH AVE SEG 1	561301	6,091,140		6,091,140
STC073817-CIP TRANSP-TFCTRL CNS-738	S MAGNOLIA AVE AT SE 80TH ST ROUNDABOUT	563220	177	10	187
STC073817-CIP TRANSP-TFCTRL ROW-738	S MAGNOLIA AVE AT SE 80TH ST ROUNDABOUT	561301	1,015,000	(8,417)	1,006,583
STC073832-CIP TRANSP-REHABL CNS-738	NW 44TH AVE RESURFACING	563220	501,000	(173,338)	327,662
STC073836-CIP TRANSP-EXPANS CNS-738	SW 80TH AVE SEG 2	563220	1,304,731		1,304,731
STC073836-CIP TRANSP-EXPANS ROW-738	SW 80TH AVE SEG 2	561301	70	3,753,723	3,753,793
STC073865-CIP TRANSP-NEWINF CNS-738	EMERALD ROAD EXTENSION	563220	6,401,004	(2,895,204)	3,505,800
STC073865-CIP TRANSP-NEWINF ROW-738	EMERALD ROAD EXTENSION	561301	4,500,000	(2,709,518)	1,790,482
STC073868-CIP TRANSP-NEWINF CNS-738	NW 80TH AVE AT W HWY 40	563220	11,571,163		11,571,163
STC073868 CIP TRANSP-NEWINF ROW-738	NW 80TH AVE AT W HWY 40	561301	7,935,144	(91)	7,935,053
STC073878-CIP TRANSP-REHABL CNS-738	NW/NE 42ND ST RESURFACING	563220	870,000	(217,717)	652,283
STC073888-CIP TRANSP-NEWINF CNS-738	NW 44TH AVE RESURFACING	563220	-		-
STC073888-CIP TRANSP-NEWINF ROW-738	NW 44TH AVE RESURFACING	561301	600,000	(600,000)	-
STC073889-CIP TRANSP-NEWINF CNS-738	SW 27TH AVE AT SW 66TH ST ROUNDABOUT	563220	6,030,249	(5,863,212)	167,037
STC073889-CIP TRANSP-NEWINF ROW-738	SW 27TH AVE AT SW 66TH ST ROUNDABOUT	561301	750,000		750,000
STC073890-CIP TRANSP-NEWINF DES-738	MARION OAKS MANOR EXTENSION	563220	1,738,964	293	1,739,257
STC073890-CIP TRANSP-NEWINF ROW-738	MARION OAKS MANOR EXTENSION	561301	302	11,745,525	11,745,827
STC073891-CIP TRANSP-NEWINF CNS-738	N MAGNOLIA AVE RESURFACING	563220	128	(23)	105
STC073891-CIP TRANSP-NEWINF ROW-738	N MAGNOLIA AVE RESURFACING	561301	-		-
STC073893-CIP TRANSP-EXPANS CNS-738	SW 38TH / 40TH ST WIDENING	563220	4,293	(297)	3,996
STC073893-CIP TRANSP-EXPANS ROW-738	SW 38TH / 40TH ST WIDENING	561301	4,900,000	(4,900,000)	-
STC073894-CIP TRANSP-EXPANS CNS-738	NW/NE 35TH ST PH 1B	563220	260,000		260,000
STC073894-CIP TRANSP-EXPANS ROW-738	NW/NE 35TH ST PH 1B	561301	342	4,545,865	4,546,207
STC073897-CIP TRANSP-EXPANS CNS-738	SW HWY 484 WIDENING PH 1	563220	1,200,000		1,200,000
STC073897-CIP TRANSP-EXPANS ROW-738	SW HWY 484 WIDENING PH 1	561301	128	(128)	-
			241,531,101	-	241,531,101

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23516 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.15.

SUBJECT:
Local Housing Assistance Trust Fund - State House Initiative Partner - $338,062

INITIATOR:
Cheryl Butler, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
The SHIP Program received an additional $79,775 that must be recognized in the budget. Due to an increase in application volume, a transfer of $258,287 between accounts is also needed to cover upcoming project closings. Board approval is requested for the budget amendment to recognize the additional funding and authorize the account transfers.

BUDGET/IMPACT:
Increase Local Housing Assistance Trust Fund appropriation by $79,775.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

WHEREAS, the following budget amendment is necessary and proper in the LOCAL HOUSING TRUST FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1151 - 350 - 335501	STATE HOUSE INITIATIVE PARTNER ST HOUSING INIT PART PGM	$79,775
1151 - 350 - 583215	STATE HOUSE INITIATIVE PARTNER GRANTS & AID - SHIP	$258,287
		$338,062

Transferred To:

Account	Cost Center - Account Title	Amount
1151 - 350 - 583202	STATE HOUSE INITIATIVE PARTNER GRANTS & AID - REHAB ASSIST	$7,977
1151 - 350 - 583202	STATE HOUSE INITIATIVE PARTNER GRANTS & AID - REHAB ASSIST	$71,798
1151 - 350 - 583202	STATE HOUSE INITIATIVE PARTNER GRANTS & AID - REHAB ASSIST	$258,287
		$338,062

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

BUDGET AMENDMENT NUMBER 2026 - 10 - 34

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23518 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.16.

SUBJECT:
Marion County Utility Fund - Utilities Wastewater System - $20,000

INITIATOR:
Tony Cunningham, PE, Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
In Wastewater Operations, increased service costs and a higher number of returned items have created the need for additional funding in the Postage and Freight object. To reduce odors in the Oak Run subdivision, odor control products are being stored in rental compartments, resulting in an unbudgeted expense in the Rentals and Leases line item.

An increase in repairs, combined with inflationary cost increases, has also created the need for additional funding in both Repairs and Maintenance - Fleet Management and Parts - Vehicles/Equipment. As FY 2024-25 concluded and FY 2025-26 began, several operator and field technician vacancies were filled, requiring the purchase of new uniforms and steel-toed boots. In addition, updated OSHA requirements for fire-resistant personal protective equipment (PPE) have increased costs in the PPE line item. Finally, two repairs to lift station riser piping have necessitated additional funding in Building and Grounds Maintenance.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
4520 - 445 - 512101	UTILITIES WASTEWATER SYSTEM REGULAR SALARIES & WAGES	$9,500
4520 - 445 - 521101	UTILITIES WASTEWATER SYSTEM FICA TAXES	$2,500
4520 - 445 - 523101	UTILITIES WASTEWATER SYSTEM HEALTH INSURANCE	$8,000
		$20,000

Transferred To:

Account	Cost Center - Account Title	Amount
4520 - 445 - 542201	UTILITIES WASTEWATER SYSTEM POSTAGE & FREIGHT	$500
4520 - 445 - 544101	UTILITIES WASTEWATER SYSTEM RENTALS & LEASES - EQUIPMENT	$5,000
4520 - 445 - 546101	UTILITIES WASTEWATER SYSTEM REPAIRS/MAINT - BLDGS & GRNDS	$5,000
4520 - 445 - 546257	UTILITIES WASTEWATER SYSTEM REPAIRS/MAINT - FLEET MANAGMNT	$5,000
4520 - 445 - 552107	UTILITIES WASTEWATER SYSTEM CLOTHING AND WEARING APPAREL	$2,000
4520 - 445 - 552119	UTILITIES WASTEWATER SYSTEM OPER SUPPLIES - PPE	$1,500
4520 - 445 - 552257	UTILITIES WASTEWATER SYSTEM PARTS - VEHICLE / EQUIPMENT	$1,000
		$20,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23533 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.17.

SUBJECT:
Marion County Utility Fund - Utilities Management - $135,000

INITIATOR:
Tony Cunningham, PE, Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
There are several accounts within Wastewater System cost center that require additional funding. Utilities received notice from the biosolids recycling vendor that it will no longer accept MCU biosolids for disposal. As a result, the Wastewater organization has incurred higher transportation and disposal costs through an alternative vendor. Operational issues at the Salt Springs and Silver Springs Shores Wastewater facilities also required the use of a vendor to haul effluent, resulting in increased contract service costs. In addition, processing charges from the Villages Community Development District for wastewater treatment in Spruce Creek South have exceeded the amount originally budgeted. The Florida Department of Environmental Protection has also required an unbudgeted analysis of the Stonecrest Wastewater Facility, creating an additional expense. Finally, overtime costs have increased due to several unfilled positions. These circumstances require additional funding in the Contract Services account. Funding is available from salary and health insurance savings within the Management Cost Center resulting from vacant engineering positions, including the Engineering Manager position.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
4520 - 440 - 512101	UTILITIES MANAGEMENT REGULAR SALARIES & WAGES	$110,000
4520 - 440 - 523101	UTILITIES MANAGEMENT HEALTH INSURANCE	$25,000
		$135,000

Transferred To:

Account	Cost Center - Account Title	Amount
4520 - 445 - 514101	UTILITIES WASTEWATER SYSTEM OVERTIME	$10,000
4520 - 445 - 531109	UTILITIES WASTEWATER SYSTEM PROFESSIONAL SERVICES	$35,000
4520 - 445 - 534101	UTILITIES WASTEWATER SYSTEM CONTRACT SERV - OTHER - MISC	$90,000
		$135,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

BUDGET AMENDMENT NUMBER 2026 - 10 - 9

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23454 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.18.

SUBJECT:
MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $12,183

INITIATOR: **DEPARTMENT:**
Jeremiah Powell, Chief Financial Officer **Sheriff' Office**

DESCRIPTION/BACKGROUND:
The purpose of this request is to add funds to the MSTU budget from insurance proceeds.

BUDGET/IMPACT:
Increase MSTU for Law Enforcement appropriation by $12,183.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

WHEREAS, the following budget amendment is necessary and proper in the MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 364080	SHERIFF PATROL CID - TR INS PROCEEDS-AUTOMOTIVE	$12,183
		$12,183

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 560101	SHERIFF PATROL CID - TR CAPITAL OUTLAY - MCSD	$12,183
		$12,183

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

06/22/2026
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Jeremiah Powell/Chief Financial Officer - Budget/Finance Bureau*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	364080	SHERIFF PATROL CID - TR INSURANCE PROCEEDS - AUTOMOTIVE	$ 12,183
		TOTAL	$ 12,183

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	560101	SHERIFF PATROL CID - TR CAPITAL OUTLAY - MCSD	$ 12,183
		TOTAL	$ 12,183

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the MSTU budget from insurance proceeds.

Budget amendment requests must be received in the Budget Office before 10:00 A.M. on the Monday preceding regularly scheduled Tuesday meetings of the Board of County Commissioners. Deadlines may be shortened due to the holidays or other scheduling conflicts.

Sheriff Office Reference Number :	MSTU # 29

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

6/04/2026 **RECEIPT #** **57500**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
FLORIDA FARM BUREAU CASUALTY INS. CO.	Check	5371226334	1,357.60

Description:

VEH DAMAGE REIMBURSEMENT LOPEZ VEH # 40229 CASE # 09A02554535

115-0000-000 208000.000 DUE TO BOCC 1357.60

PO Box 147033
Gainesville, FL 32614-7033

Real Service. Real People.

RECEIVED
6.2.26 SH

Marion County Sheriff's Office
PO Box 1987
Ocala, FL 34478-1987

Date of Loss	2026/05/07	Payment Date	2026/05/28
Payment ID	ccprod:4998921	Payment Amount	$1357.60
Payee(s)	Marion County Sheriff's Office		

Claim Number	09A02554535	Policy Number	090200019478
Reason for Payment	Collision rear-end collision		
Claimant	Marion County Sheriff's Office		
Insured	Dea Hubner		
Adjuster	Diane Rodriguez		
Memo	Repair Estimate Payment PO: 85759 2020 Ford Interceptor 1fm5k8abxlga64150		
Payment is made under the following coverages	Property Damage Coverage (Veh)		

Florida Farm Bureau Casualty Insurance Company
PO Box 147033
Gainesville, FL, 32614-7033

The Bancorp Bank
Check No: 5371226334
Date: 2026/05/28

One thousand three hundred fifty-seven and 60/100 Dollars

Pay To The Order Of Marion County Sheriff's Office

Pay Full Amount
$1,357.60

VOID AFTER 180 DAYS

Memo Repair Estimate Payment
PO: 85759 2020 Ford Interceptor 1fm5k8abxlga64150

PO Box 147033
Gainesville, FL 32614-7033

Real Service. Real People.

TRANS# 2605070200
Federico Lopez # 6212
Veh: 40229 2020 Ford INT SU
Date 5.7.26
Dept# 2020

Marion County Sheriff's Office
PO Box 1987
Ocala, FL 34478-1987

Date of Loss	2026/05/07	Payment Date	2026/05/28
Payment ID	ccprod:4998921	Payment Amount	$1357.60
Payee(s)	Marion County Sheriff's Office		

Claim Number	09A02554535	Policy Number	090200019478
Reason for Payment	Collision rear-end collision		
Claimant	Marion County Sheriff's Office		
Insured	Dea Hubner		
Adjuster	Diane Rodriguez		
Memo	Repair Estimate Payment PO: 85759 2020 Ford Interceptor 1fm5k8abxlga64150		
Payment is made under the following coverages	Property Damage Coverage (Veh)		

Florida Farm Bureau Casualty Insurance Company
PO Box 147033
Gainesville, FL, 32614-7033

The Bancorp Bank
Check No: 5371226334
Date: 2026/05/28

One thousand three hundred fifty-seven and 60/100 Dollars
Pay To The Order Of Marion County Sheriff's Office

Pay Full Amount
$1,357.60

VOID AFTER 180 DAYS

Memo Repair Estimate Payment
PO: 85759 2020 Ford Interceptor 1fm5k8abxlga64150

⑈5371226334⑈ ⑆031101114⑆ 8351000520⑈

Marion County Sheriff's Office
Post Office Box 1987
Ocala, Florida 34478-1987

PURCHASE REQUISITION NO. 85759

Requesting Office:
FLEET SERVICES

Requested By:
Jamie Nelson

Vendor:
EFFICIENT AUTO BODY INC
10857 SW 91ST AVE
OCALA, FL 34481

Reason for Request:
REPAIRS TO VEH 40229 DEPT 2020 INV 686082
ACC TR # 2605070200

Date of Requisition	Date Needed	Purchase Order #	Requisition Total
5/20/2026	5/20/2026		$1,357.60

Item #	Qty	U/M	Description	Unit Price	Amount
1	1.00	EACH	PARTS	753.100	753.10
2	2.20	EACH	BODY LABOR	60.000	132.00
3	4.50	EACH	PAINT LABOR	60.000	270.00
4	4.50	EACH	PAINT SUPPLIES	45.000	202.50
			Account Codes / **Distribution Amounts**	**Total Requested**	**$1,357.60**
			000-0000-000 000000.000 1357.60		

APPROVALS	

EFFICIENT AUTO BODY INC.
10857 SW 91 AVENUE
Ocala, FL 34481

Fax: # 352-624-0091

Invoice

Date	Invoice #
05/15/2026	686082

Bill To
Marion County Sheriff's Office 692 NW 30th Ave Ocala FL 34475

Email	P.O. No.	Terms
Efficientabinc3@aol.com		

Quantity	Description	Rate	
1	VIN# 1FM5K8ABXLGA64150		
2	VEH# 40229		
3	Parts		$753.10
4	Body Labor	$60.00	$132.00
5	Paint Labor	$60.00	$270.00
6	Paint Supplies	$45.00	$202.50

Accident Transaction #
260507 0200

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

DESCRIPTION Accident

QUANTITY 1 CONDITION good

DATE 5/2026 SIGNATURE

Subtotal	$1,357.60
Sales Tax(7.0%)	
Total Cost Rep	$1,357.60
Deductible	
Net Cost of Rep	$1,357.60
BALANCE DUE	$1,357.60

575

D 2020
W 98815
V 40229

EFFICIENT AUTO BODY

10857 S W 91ST AVE, OCALA, FL 34481
Phone: (352) 624-0037

Workfile ID: b77c5a60
Federal ID: 205482966

Preliminary Estimate

Customer: MARION COUNTY VEH#40229, SHERIFF'S OFFICE

Job Number:

Insured:	MARION COUNTY VEH#40229, SHERIFF'S OFFICE	Policy #:	Claim #:
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:			

Owner:
MARION COUNTY VEH#40229, SHERIFF'S OFFICE

Inspection Location:
EFFICIENT AUTO BODY

10857 S W 91ST AVE
OCALA, FL 34481
Repair Facility
(352) 624-0037 Business

Insurance Company:

VEHICLE

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel

VIN:	1FM5K8ABXLGA64150	Interior Color:		Mileage In:	Vehicle Out:
License:		Exterior Color:		Mileage Out:	
State:		Production Date:		Condition:	Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Privacy Glass
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps
SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
OTHER
Rear Spoiler
California Emissions
TRUCK
Trailer Hitch
Trailering Package

Preliminary Estimate

Customer: MARION COUNTY VEH#40229, SHERIFF'S OFFICE

Job Number:

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**REAR BUMPER**							
2			O/H rear bumper				2.2	
3	*	Repl	Upper cover	LB5Z17810BCPTM	1	353.50	Incl.	2.5
4			Add for Clear Coat					1.0
5	*	Repl	Lower cover	LB5Z17K835EE	1	399.60	Incl.	1.0
			SUBTOTALS			**753.10**	**2.2**	**4.5**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				753.10
Body Labor	2.2 hrs	@	$ 60.00 /hr	132.00
Paint Labor	4.5 hrs	@	$ 60.00 /hr	270.00
Paint Supplies	4.5 hrs	@	$ 45.00 /hr	202.50
Subtotal				1,357.60
Grand Total				**1,357.60**

IN BUSINESS SINCE '06

STATE LICENSE # MV61573

THANK YOU FOR LETTING US SERVE YOU

PRICES ARE SUBJECT TO CHANGE AFTER 3 MONTHS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE(FLORIDA STATUTES TITLE XLVI, CHAPTER 817.234). FAILURE TO USE THE INSURANCE PROCEEDS IN ACCORDANCE WITH THE SECURITY AGREEMENT,IF ANY, COULD BE A VIOLATION OF S. 812.014, FLORIDA STATUTES. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR LENDING INSTITUTION. IF A CHARGE FOR SHOP SUPPLIES OR HAZARDOUS OR OTHER WASTE REMOVAL IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: "THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL." IF A CHARGE FOR NEW TIRES OR A NEW OR REMANUFACTURED LEAD-ACID BATTERY IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: A $1.00 FEE FOR EACH NEW MOTOR VEHICLE TIRE SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW MOTOR VEHICLE TIRES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX CHAPTER 403.718. A $1.50 FEE FOR EACH NEW OR REMANUFACTURED LEAD-ACID BATTERY SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW OR REMANUFACTURED LEAD-ACID BATTERIES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX 403.7185.

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

6/16/2026 **RECEIPT #** **57603**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
FLORIDA SHERIFF'S RISK MANAGEMENT	Check	0146491	10,824.67

Description:

VEH DAMAGE REIMBURSEMENT BLOOM VEH # 37432 CASE # EV2026098487 / SHEFFIELD VEH # 56121 CASE # EV2026097808

115-0000-000 208000.000 DUE TO BOCC 10824.67

FL Sheriffs Risk Mgmt Fund
To: Marion County S.O.

RECEIVED
6/15/26 SA

MAR1000

Check Number: 0000146491
Date: 06/11/2026

Claimant/Memo	Claim Number	Invoice No./Ref	Loss/Service Dates	Payment Code	Paid Amount
Marion EV2026097808 - B. Pompey Unit #56121	APHD20260104502				2010 - $10,432.67
Marion EV2026098487 - K. Sparkman Unit 3743	APHD20260105220	8289			2010 - $392.00

RECEIVED
JUN 15 2026
BY FISCAL

TOTALS: $10,824.67

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

FL Sheriffs Risk Mgmt Fund
2750 Chancellorsville Drive
Tallahassee, FL 32312

Truist
Tallahassee, FL 32317-2090

63-9138/2631

0000146491

DATE
06/11/2026

PAY **Ten Thousand Eight Hundred Twenty Four Dollars and 67 Cents**

AMOUNT
$10,824.67

VOID AFTER 90 DAYS

TO THE ORDER OF Marion County Sheriff's Office

P.O. Box 1987
Ocala, FL 34478

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

RECEIVED
6/15/26

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

June 11, 2026

VIA USPS MAIL

Marion County Sheriff's Office
P.O. Box 1987
Ocala, FL 34478

Re: Our File No.: EV2026098487
Unit.: 37432

Greetings,

This letter confirms that we are issuing a check to the Marion County Sheriff's Office as full and final payment for the windshield claim associated with EV2026098487. With this payment, the total windshield claims amount of $392.00 is considered fully resolved, and our file is closed

In addition, payment for EV2026097808 is included with this check.

If you have any questions or need additional documentation, please feel free to contact us.

Sincerely,

Ken J. Sparkman
Liability Claims Paralegal

Enclosures: 1 check

Windshield
Jett Bloom #6771
Veh: 37432 - 2018 Ford Int SUV
Date: 6.4.26
Dept: #2010

2090 Summit Lake Drive * Tallahassee, Florida 32317
Office: 850-320-6880 * *Fax:* 850-320-6939 * *Toll-Free:* 866-345-3688 * www.FSRMF.org

8289

Accurate Auto Glass LLC

611 sw 155th st
Dunnellon Fl 34432
Florida Registration # MV-65212

352-245-4200
Fax: 352-300-1469

I HAVE COMPARED THE GOODS RECEIVED AND THIS DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

BILL TO
Name:
Address:
City & State:
Zip Code:
Phone no.'s: (H)

SHIP TO
Name:
Address: DESCRIPTION windshield
City & State:
Zip Code: QUANTITY 1 CONDITION good
Phone no.'s: DATE 6-26 SIGNATURE 5725

AGENT	POLICY #	CLAIM #	AUTHORIZED BY AGENT
		532060	

VEHICLE INFORMATION

YEAR	MAKE	MODEL	VEHICLE I.D. #	TAG #	DATE OF LOSS
2010	Ford	Explorer			

Qty.	Inventory #	Description	List Price	Net Price	Amount
1		Windshield Replace			272.20
	D 2010				
	U 99061				
	V 37432				

LOCATION OF VEHICLE / COMMENTS

found chip in windshield while in for service appears to be from Rock strike

Labor	
Sealants / Kit	
Moldings	
Other	
Misc. Materials & Supplies	
SUB TOTAL	
Sales Tax	
Sub Total Before Deductible	
Less Customer Deductible	
TOTAL	

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN
I understand that under state law I am entitled to a written estimate if my final bill will exceed $150

___ I request a written estimate
___ I do not request a written estimate as long as the repair cost do not ecceed $_____
The shop may not exceed this amount without my written or oral approval
___ I do not request a written estaimate

Signed_____ Date_____

CONSISTANT WITH FLORIDA MOTOR VEHICLE REPAIR ACT, F.S. 559.901-559.9221. I HEREBY ACKNOWLEDGE RECEIPT OF WRITTEN ESTIMATE

ESTIMATE $_____

I WILL NOT ACCEPT WINDSHIELD REPAIR HAVING BEEN GIVEN THE ALTERNATIVE AND HAVING SEEN IT'S EFFECT.

X_____

☐ CASH ☐ CHECK ☐ CREDIT CARD

HAT / UNIT NO.	MILEAGE	INSTALLER'S NAME
37432		

Please Pay to Accurate Auto Glass →

FULL SETTLEMENT OF ALL LOSS UNDER YOUR POLICY DESCRIBED ABOVE AND UPON SUCH PAYMENT BEING MADE, ALL CLAIM (AND DEMAND) FOR LOSS AND DAMAGE DESCRIBED ABOVE SHALL BE THEREBY FOREVER DISCHARGED. IF FOR REASONS NOW UNKNOWN, MY POLICY DOES NOT COVER THIS CLAIM, I AGREE TO PAY THE FIRM LISTED ABOVE FOR THE REPAIRS

CUSTOMER SIGNATURE (X) _____ DATE INSTALLED 6-26-12

There will be a finance charge calculated at 1% per month on any outstanding balance carried from this invoice in excess of 30 days. In the event it becomes necessary for Accurate Auto Glass to institute any legal action for the collection of sums due under this invoice, then the purchaser agrees to pay all costs including all reasonable attorney fees incurred.

RECEIVED
6/15/26 SH

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

Memorandum

Date: **6/11/2026**

To: **Stacy Hall, Marion County Sheriff's Office**

From: **Brittany Pompey**

Re: **Unit #56121**

The information contained in this communication is confidential and intended solely for the use of the addressee and may be subject to an attorney/client privilege and/or exempt from disclosure under the public records laws. Any unauthorized use, disclosure or copying is prohibited and may be unlawful. If you have received this communication in error, please contact the undersigned immediately.

Our Event #: EV2026097808

Check Amount: $10,432.67

Please see the attached check.

Trans# 2604130484
ShyKeitha Sheffield #6331
Veh: 56121 2025 Ford Int. Slw
Date: 4-13-26
Dept #2010

Mail To:

Marion County Sheriff's Office
P.O. Box 1987
Ocala, FL 34478

Marion County Sheriff's Office
Post Office Box 1987
Ocala, Florida 34478-1987

PURCHASE
REQUISITION NO. 85919

Requesting Office: FLEET SERVICES	**Requested By:** Jamie Nelson
Vendor: CRASH CHAMPIONS LLC 4380 NE 36TH AVE OCALA, FL 34479	**Reason for Request:** REPAIRS TO VEH 56121 DEPT2010 RO # 835003011 ACC TR #2604130484

Date of Requisition	Date Needed	Purchase Order #	Requisition Total
6/01/2026	6/01/2026		$12,932.67

Item #	Qty	U/M	Description	Unit Price	Amount
1	1.00	EACH	PARTS	6,617.620	6,617.62
2	1.00	EACH	SUBLET/MISCELLANEOUS	103.450	103.45
3	76.90	EACH	BODY LABOR	54.000	4,152.60
4	13.60	EACH	REFINISH LABOR	54.000	734.40
5	2.00	EACH	FRAME LABOR	100.000	200.00
6	1.00	EACH	PAINT MATERIAL	489.600	489.60
7	1.00	EACH	MISCELLANEOUS	635.000	635.00
			Account Codes / **Distribution Amounts**	**Total Requested**	**$12,932.67**
			000-0000-000 000000.000 / 12932.67		

-2500.00
$10,432.67

APPROVALS	

CRASH CHAMPIONS
COLLISION REPAIR TEAM

CRASH CHAMPIONS #0835 OCALA

We Believe The Difference is Trust
4380 NE 36th Ave, Ocala, FL 34479
Phone: (352) 732-7079

Workfile ID: b4caffa2
Federal ID: 47-1529314
State EPA: N/A

Final Bill

RO Number: 835003011

Customer:	Insurance:	Adjuster:		Estimator:	Rich Rolland
Marion County SO UNIT #56121	INDEPENDENT ADJ. SERV.	Phone:		Create Date:	4/27/2026
690 NW 30th Ave		Claim:	EV2026097808		
Ocala, FL 34478		Loss Date:	4/3/2026		
(352) 369-6809		Deductible:	2,500.00		

2025 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection Oxford White

VIN:	1FM5K8AB4SGA12673	Interior Color:	Charcoal Black	Mileage In:	8,537	Vehicle Out:	5/22/2026
License:	ZYB88	Exterior Color:	Oxford White	Mileage Out:	8,543		
State:	FL	Production Date:	6/2024	Condition:		Job #:	

Line	Ver	Operation	Description	Qty	Extended Price $	Part Type	Labor	Type	Paint
1	E01		**AIR CONDITIONER & HEATER**						
2	E01	Remove/Install	Heater core				0.6T	Body	
3	E01		**FRAME**						
4	E01	Repair	Set-Up and Measure / Frame machine				2.0T	Frame	
5	E01	Repair	Body Pull / Floor Pull				2.0T	Body	
6	E01		**EXHAUST SYSTEM**						
7	E01	Remove/Replace	RT Heat shield rear	1	175.28T	OEM	0.2T	Body	
8	E01	Remove/Replace	Muffler & pipe w/o HEV	1	1,961.94T	OEM	0.9T	Body	
9	E01		**WHEELS**						
10	E01	Remove/Install	RT/Rear R&I wheel				0.1T	Body	
11	E01		**RESTRAINT SYSTEMS**						
12	E01	Remove/Install	RT Head air bag				0.6T	Body	
13	E01	Remove/Replace	Air bag system diagnosis ck system operation			OEM	0.5T	Body	
14	E01		**ROOF**						
15	E01	Remove/Install	RT Roof molding				0.5T	Body	
16	E01	Remove/Install	R&I headliner				4.1T	Body	
17	E01		**PILLARS, ROCKER & FLOOR**						
18	E01	Remove/Install	RT Rocker molding				0.5T	Body	
19	E01	Remove/Install	RT Rear sill plate ebony w/INTERCEPTOR				0.1T	Body	
20	E01	Remove/Install	RT Lwr ctr plr trim ebony w/INTERCEPTOR				0.3T	Body	
21	E01	Remove/Install	RT Upr ctr plr trim ebony				0.0T	Body	
22	E01	Remove/Install	LT Upr ctr plr trim ebony				0.0T	Body	
23	E01	Remove/Install	LT Lwr ctr plr trim ebony w/INTERCEPTOR				0.3T	Body	
24	E01		**REAR DOOR**						

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Final Bill

RO Number: 835003011

2025 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection Oxford White

25	E01	Remove/Install	RT R&I door assy				1.2T	Body	
26	E01		**QUARTER PANEL**						
27	E01	Repair	RT Quarter pnl assy				20.0T	Body	2.6T
28	E01		Add for Clear Coat						1.0T
29	E01	Remove/Replace	RT Vent grille	1	41.58T	OEM	0.1T	Body	
30	E01	Remove/Replace	RT Reinforcement	1	7.50T	OEM			
31	E01	Remove/Replace	RT Splash shield	1	253.58T	OEM	0.3T	Body	
32	E01	Remove/Replace	RT Wheel flare	1	162.38T	OEM	0.4T	Body	
33	E01	Remove/Install	RT Upper molding				0.6T	Body	
34	E01	Remove/Install	RT Qtr glass FORD w/privacy				3.0T	Body	
35	E01		Glass Urethane Kit	1	40.00T	Other			
36	E01	Remove/Install	RT Pillar trim black onyx				0.0T	Body	
37	E01	Repair	RT Inner panel (HSS)				4.0T	Body	1.5T
38	E01		**REAR BODY & FLOOR**						
39	E01	Remove/Replace	Panel below gate (HSS)	1	155.68T	OEM	6.3T	Body	1.0T
40	E01		Overlap Major Adj. Panel						(0.4)T
41	E01		Add for Clear Coat						0.1T
42	E01		Add for Inside						0.7T
43	E01	Repair	Panel reinf				10.0T	Body	1.0T
44	E01		Overlap Major Non-Adj. Panel						(0.2)T
45	E01	Remove/Install	Under cover				0.3T	Body	
46	E01	Repair	Rear floor pan (BOR)				8.0T	Body	
47	E01		**LIFT GATE**						
48	E01	Remove/Replace	Lift gate	1	1,342.18T	OEM	4.9T	Body	3.5T
49	E01		Overlap Major Adj. Panel						(0.4)T
50	E01		Add for Clear Coat						0.6T
51	E01	Remove/Replace	Add for trnsfr glass				1.0T	Body	
52	E01	Remove/Install	Rear molding INTERCEPTOR w/camera, w/o SSV				0.0T	Body	
53	E01	Remove/Install	Emblem w/o TIMBERLINE				0.2T	Body	
54	E01	Repair	Clean & Retape Emblems/Moldings				1.0T	Body	
55	E01	Sublet	Lift gate glass FORD w/privacy	1	150.00T	Glass			
56	E01		Glass Urethane Kit	1	40.00T	Other			
57	E01		**REAR BUMPER**						
58	E01	Remove/Replace	O/H rear bumper				2.2T	Body	
59	E01	Remove/Replace	Upper cover	1	353.50T	OEM	0.0T	Body	2.4T
60	E01		Overlap Major Non-Adj. Panel						(0.2)T
61	E01		Add for Clear Coat						0.4T
62	E01	Remove/Replace	Lower cover	1	399.60T	OEM	0.0T	Body	
63	E01	Remove/Replace	RT Side support	1	40.00T	OEM	0.1T	Body	
64	E01	Remove/Replace	Isolator	1	125.30T	OEM	0.2T	Body	
65	E01	Remove/Replace	RT Reflector	1	36.08T	OEM	0.0T	Body	
66	E01	Remove/Replace	Park sensor	1	71.98T	OEM	0.1T	Body	
67	E01	Remove/Replace	RT Radar sensor w/INTERCEPTOR	1	479.28T	OEM			
68	E01	Remove/Replace	Support	1	155.78T	OEM	0.2T	Body	

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Final Bill

RO Number: 835003011

2025 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection Oxford White

69	E01	Remove/Replace	Support ACTIVE, ACTIVE 100A	1	155.78T	OEM	0.2T Body
70	E01	Remove/Replace	RT Radar sensor mount bracket	1	91.30T	OEM	0.1T Body
71	E01		**VEHICLE DIAGNOSTICS**				
72	E01	Sublet	Calibrate blind spot radar	1	300.00T	Sublet	
73	E01	Sublet	Other diagnostic services	1	165.00T	Sublet	
74	E01		**MISCELLANEOUS OPERATIONS**				
75	E01		Cover Car	1	10.00T	Other	0.2T Body
76	E01	Sublet	Hazardous Waste Removal	1	3.50T	Other	
77	E01		Weld-Thru Primer	1	15.00T	Other	0.3T Body
78	E01	Remove/Replace	Corrosion Protection	1	10.00T	Other	0.2T Body
79	E01	Sublet	Four Wheel Alignment	1	99.95T	Other	
80	E01		Seam Sealer/Caulking	1	25.00T	Other	0.2T Body
81	E01		Clips, Fasteners, Retainers	1	35.00T	Other	
82	E01		Sound Deadening Foam	1	49.95T	Other	0.3T Body
83	E01	Remove/Install	Battery D&R (Disconnect and Reconnect Before Welding/Repair)				0.3T Body
84	E01		Cavity wax	1	25.00T	Other	
85	E01		Pillar Foam	1	50.00T	Other	
86	E01		Undercoating - Rust Proofing	1	28.00T	Other	0.3T Body
87	E01		TROUGH/ TLPOCKET	1	264.87T	OEM	
88	E01		reflector	1	36.08T	OEM	
89	S01						

Estimate Totals	Discount $	Markup $	Rate $	Total Hours	Total $
Parts					6,617.62
Sublet/Miscellaneous					103.45
Labor, Body			54.00	76.9	4,152.60
Labor, Refinish			54.00	13.6	734.40
Labor, Frame			100.00	2.0	200.00
Material, Paint					489.60
Miscellaneous					635.00
Subtotal					**12,932.67**
Sales Tax					0.00
Grand Total					**12,932.67**
Deductible					(2,500.00)
Net Total					**10,432.67**

) 2010
U 98995
, 5612-1

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

DESCRIPTION Accident

QUANTITY 1 CONDITION good

DATE 6-1-26 SIGNATURE [signature]

Estimate Version	Total $
Original	13,783.63
Supplement S01	(850.96)

Insurance Total $:	0.00
Received from Insurance $:	0.00
Balance due from Insurance $:	0.00

Accident Transaction #
260413048 4

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Final Bill

RO Number: 835003011

2025 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection Oxford White

Customer Total $:	12,932.67
Received from Customer $:	0.00
Balance due from Customer $:	12,932.67

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23363 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.1.19.

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

INITIATOR:
Mark Johnson, Director

DEPARTMENT:
Solid Waste

DESCRIPTION/BACKGROUND:
The current budget appropriation does not provide sufficient funding for the additional technical review and value engineering review needed for the Baseline Expansion engineering design. These review activities were not included in the original budget development. Completing both reviews is critical to ensure compliance with best engineering practices and regulatory standards, and to identify opportunities to improve efficiency, environmental protection, and constructability. These efforts will also provide Marion County with increased confidence in the strength, feasibility, and cost-effectiveness of the proposed design solutions.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution and amend the CIP.

RESOLUTION NUMBER 26 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
4010 - 423 - 599302	SOLID WASTE DISPOSAL RESERVE FOR CAPITAL OUTLAY	$150,000
		$150,000

Transferred To:

Account	Cost Center - Account Title	Amount
4010 - 423 - 563102	SOLID WASTE DISPOSAL IMPROVE - CIP	$150,000
		$150,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 7th day of July, 2026 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

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

Project Adjustments
Journal 2026-10-14
Effective Date 07/07/2026

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
SWC000049-CIP SLDWST-EXPANS CNS-423	Phase 1 and 2 Engineering Expansion	563102	5,700,000	150,000	5,850,000
			5,700,000	150,000	5,850,000

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23519 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.2.1.

SUBJECT:
Transfer Project Funds and Amend the Capital Improvement Program - Marion County Utility Fund - $429,563

INITIATOR:
Tony Cunningham, PE, Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
In June of 2021, Marion County Utilities (MCU) purchased the Marion Utilities utility services. Part of this purchase included two water treatment facilities and a wastewater treatment facility in the Golden Holiday subdivision. These plants have required significant maintenance to keep them running, so a decision was made for financial reasons to decommission these facilities and connect the customers to current MCU service lines. Currently there is not sufficient funding in the MCU CIP project funding string for Wastewater Treatment improvements, due to other more pressing needs for those funds in past years.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Motion to approve the transfer of project funds and amend the CIP.

Project Adjustments
PAJ 2026-10-2
Effective Date 07/07/2026

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
UTC000136-CIP UTILTY-REHABL CNS-448	Water Treatment Plant Improvements	563102	8,300,800	(429,563)	7,871,237
UTC000138-CIP UTILTY-REHABL CNS-448	Wastewater Treatment Plant Improvement	563102	15,248,660	429,563	15,678,223
			23,549,460	-	23,549,460

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23360 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.3.1.

SUBJECT:
Request Renewal of Federal Forestry Shared Revenue for Special Projects Fiscal Year 2026-27

INITIATOR:
Audrey L. Fowler, Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
By July 15th, prior to each fiscal year, the Board is required to designate 15-20% of Federal Forestry Shared Revenue to be set aside for special projects (currently 15%). Also, the Board must designate the type of projects to be funded, Title II or Title III. Title III grants must not exceed 7%. These annual designations are necessary for the county to continue receiving such portion of funding from Federal Forestry Shared Revenues. Lack of designation of these funds for special projects will result in the 15% portion of revenues to revert back to the Treasury of the United States.

BUDGET/IMPACT:
None; provides funding for qualified Title II programs $310,286 (8%) and Title III programs $271,500 (7%) as estimated during Budget preparation.

RECOMMENDED ACTION:
Motion to authorize the Chairman to notify the Office of the Florida Department of Financial Services of the County's designation to set aside the 15% of Forestry Shared Revenues with Title II receiving 8% and Title III receiving 7%.

FY 2026 Forest Service Payment to States, Public Law 119-58

Election to Receive Payment

Election to Allocate State Payment

By August 1, 2026 (midnight, mountain time), please complete and return all pages of the election form to the U.S. Forest Service, Albuquerque Service Center, All Service Receipts (ASR) Section.

By email: sm.fs.asc_asr@usda.gov

A county's election to receive a payment and to allocate the State payment must be transmitted by the Governor's office or other appropriate executive office of the state such as State Treasurer, on behalf of the Governor. The Forest Service will not accept an election directly from a county or from any non-governmental organization acting on behalf of a county.

Election to Receive Payment

The State must transmit, for each county in which a national forest is situated, the county's election to receive a share of the Secure Rural Schools Act (SRS) State payment or a share of the State's 25-percent payment based on the 7-year rolling average annual receipts. The State may use the form to transmit county elections to the Forest Service. If the State fails to transmit a county's election by the deadline of August 1, 2026 (midnight, mountain time), the county will be considered to have elected to receive a share of the State payment (SRS).

Instructions for Submitting Elections

The PDF election form contains interactive features that require Adobe Acrobat Reader. Viewing this document in an email preview, web browser, or mobile viewer will not allow access to the form. Please download the file and open it in Adobe Acrobat Reader to unlock and complete the form.

In the election form (see attachment), each state and county name are already populated to assist in the preparation of the form. **Estimated payment amounts** for both SRS and 1908/25% payment amounts are also present to aid in the election between the two methods. These amounts are purely estimates and should not be used in a budget formulation at the State or County levels.

In the Payment Election column, a drop-down field exists for each county to select either to receive the State's 1908/25% PMT payment (the 7- year rolling average of national forest receipts) or a share of the Secure Rural Schools Act State payment select SRS. If the 1908/25% PMT is selected, then all other options for that county are locked out as there is no other information required. If a county that elects to receive a share of the Secure Rural Schools Act State payment, then further title allocations are required for the distribution of the payment. Rules governing the title allocations are mentioned below "Election to Allocate the State Payment" section. Those limitations are also hard coded into the election form to aid in the election process.

A second attachment is also available that displays each counties expired payment election and title allocation from the previous election. This report provides past historical election data that could aid in the current election process.

Election to Allocate the State Payment

Each county that elects to receive a share of the SRS State payment must make an additional election to allocate the State payment. The guidelines for making the allocation vary depending on the amount of the county share of the State payment.

- **$100,000 or less. (Minor distribution)** An eligible county that elects to receive a share of the State payment that is $100,000 or less (a minor distribution) may elect to use 100-percent of its share for public roads and schools under Title I. **A county that elects to receive a minor distribution must make an affirmative election to use the 100-percent of its share for Title I purposes.** In the alternative, the county may opt to allocate 15-percent to 20-percent of its share to Title II, Title III , or a combination of both. The total percentage allocated to Title II and Title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.
- **$100,001 to $349,999 (Moderate distribution)** If the county share of the State payment is more than $100,000 but less than $350,000, the county must allocate 15-percent to 20- percent of its share to Title II, Title III, or a combination of both. The total percentage allocated to Title II and/or Title III must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.
- **$350,000 or greater (Major distribution)** If the county share of the State payment is $350,000 or greater, the county must allocate 15-percent to 20-percent of its share to Title II, Title III, or a combination of both, except that the allocation for Title III projects may not exceed 7-percent. The total percentage allocated to Title II and Title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.

To provide maximum flexibility, projects funded under Title II must be initiated (reviewed and recommended by a resource advisory committee) by September 30, 2028, and Title II funds must be obligated by September 30, 2029. In addition, projects funded under Title III must be initiated by September 30, 2028, and Title III funds must be obligated by September 30, 2029.

An eligible county's failure to make a payment election will result in a defaulted assignment to the State Payment (SRS) for that county. An eligible county's failure to elect to allocate its share of the State Payment (SRS) shall be considered to have elected to expend 80-percent of the share for public schools and roads. The remaining 20-percent will be available to the Forest Service to carry out projects in the eligible county to further the purposes of Title II.

For instructions on completing the election form, please view the attached written directions along with the accompanying training video link below.

https://www.fs.usda.gov/working-with-us/secure-rural-schools/payments

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23362 **Agenda Date:** 7/7/2026 **Agenda No.:** 5.3.2.

SUBJECT:
Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 026418, 026432, 026433, 029823, 029824, 029825, 039217, 039426, 039887, 045960, 045961, 046950, 048199, and lists from IT and Fire Rescue

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: Animal Services Date: 06/09/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
026418	Animal Services	

Description	Year Aquired
ANIMAL CONTROL WORKSTATION	1994

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: Donate Disposal Location: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Janyll Claussell Digitally signed by Janyll Claussell Date: 2026.06.09 13:35:12 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

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

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

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA

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

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Animal Services Date: 06/09/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
026432	Animal Services	

Description	Year Aquired
SS CAGE FOR 6	1994

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: Donate Disposal Location: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Janyll Claussell Digitally signed by Janyll Claussell Date: 2026.06.09 13:38:38 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

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

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

GREGORY C. HARRELL

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Animal Services Date: 06/09/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
026433	Animal Services	

Description	Year Aquired
SS CAGE FOR 6 STORAGE	1994

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: Donate Disposal Location: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Janyll Claussell Digitally signed by Janyll Claussell Date: 2026.06.09 13:42:29 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

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

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

GREGORY C. HARRELL

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Animal Services Date: 06/09/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
029823	Animal Services	

Description	Year Aquired
RECOVERY ROOM CAGES	1996

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

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Donate Disposal Location: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Janyll Claussell Digitally signed by Janyll Claussell Date: 2026.06.09 13:50:37 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

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

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

GREGORY C. HARRELL

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Animal Services Date: 10/23/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
029824	Animal Services	

Description	Year Aquired
RECOVERY ROOM CAGES	1996

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

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Donate Disposal Location: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Janyll Claussell Digitally signed by Janyll Claussell Date: 2026.06.09 13:56:49 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

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

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

GREGORY C. HARRELL

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Animal Services Date: 06/09/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
029825	Animal Services	

Description	Year Aquired
RECOVERY ROOM CAGES	1996

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

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Donate Disposal Location: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Janyll Claussell Digitally signed by Janyll Claussell Date: 2026.06.09 14:02:45 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

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

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

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA

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

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Utilities Date: 04/24/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
039217	Utilities	63285

Description	Year Aquired
Generator, Trailered, T-winds/JRS 2000	2006

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

Disposal: ☑ Disposal Reason: Exceeds Useful Life

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

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Joshua Kramer Digitally signed by Joshua Kramer Date: 2026.04.27 13:21:32 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.06.10 11:03:26 -04'00'

BCC Chairman Signature: _____

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

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

GREGORY C. HARRELL

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Facilities Date: 06/09/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
039426	FACILITIES	1GNDS13S662257540

Description	Year Aquired
2006 CHEVROLET TRAILBLAZER 2WD LS (SUV-2)	2006

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

Disposal: ☑ Disposal Reason: Exceeds Useful Life

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

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: David Feger Digitally signed by David Feger Date: 2026.06.09 15:28:44 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.06.09 16:26:42 -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: Animal Services Date: 06/09/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
039887	Animal Services	

Description	Year Aquired
UTILITY BUILDING-12X16	2006

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

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Discarded Disposal Location:

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Janyll Claussell Digitally signed by Janyll Claussell Date: 2026.06.09 16:58:42 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

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

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

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA

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

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Animal Services Date: 10/23/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
045960	Animal Services	1205JW0216

Description	Year Aquired
IPSO COMMERCIAL EXTRACTOR WASHER	2012

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: Donate Disposal Location: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Janyll Claussell Digitally signed by Janyll Claussell Date: 2026.06.09 15:54:07 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

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

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

GREGORY C. HARRELL

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Animal Services Date: 06/09/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
045961	Animal Services	1207011968

Description	Year Aquired
IPSO COMMERCIAL DRYER	2012

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: Donate Disposal Location: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Janyll Claussell Digitally signed by Janyll Claussell Date: 2026.06.09 15:58:37 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

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

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

GREGORY C. HARRELL

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Utilities Date: 03/04/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
046950	Fleet	1G1PK5SB7E7352519

Description	Year Aquired
Car, 2014 Chevy Cruze; C-10	2014

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: Joshua Kramer Digitally signed by Joshua Kramer Date: 2026.03.05 10:03:58 -05'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.06.10 11:02:13 -04'00'

BCC Chairman Signature: _____

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

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

GREGORY C. HARRELL

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Fire Rescue Date: 06/10/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
048199	Fire Rescue	1GB3CZCGXFF629518

Description	Year Aquired
2015 CHEVROLET SILVERADO 3500HD Ambulance	2015

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: 2026.06.10 15:58:26 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2026.06.11 06:03:50 -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

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

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Information Technology Date: 06/05/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number

Description	Year Aquired
See attached Disposition List	

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

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Recycled Disposal Location: Delivered to IT

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Vann, Michael Digitally signed by Vann, Michael Date: 2026.06.05 08:36:58 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

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

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

Asset	Description	Serial Number	Fiscal Yr.
052667	DP 20190517 DELL ADVANCED DESKTOP PRECISION 3630	FV5K4Z2	2018-2019
53219	DP 20200281 DELL ADVANCED DESKTOP PRECISION 3630	86HDF33	2019-2020
53220	DP 20200282 DELL ADVANCED DESKTOP PRECISION 3630	86GKF33	2019-2020
53221	DP 20200283 DELL ADVANCED DESKTOP PRECISION 3630	86HBF33	2019-2020
53222	DP 20200284 DELL ADVANCED DESKTOP PRECISION 3630	86GJF33	2019-2020
53223	DP 20200285 DELL ADVANCED DESKTOP PRECISION 3630	86HCF33	2019-2020
53224	DP 20200286 DELL ADVANCED DESKTOP PRECISION 3630	86GHF33	2019-2020
53225	DP 20200287 DELL ADVANCED DESKTOP PRECISION 3630	86GMF33	2019-2020
53226	DP 20200288 DELL ADVANCED DESKTOP PRECISION 3630	86HHF33	2019-2020
53227	DP 20200289 DELL ADVANCED DESKTOP PRECISION 3630	86GLF33	2019-2020
53228	DP 20200290 DELL ADVANCED DESKTOP PRECISION 3630	86GGF33	2019-2020
53229	DP 20200291 DELL ADVANCED DESKTOP PRECISION 3630	86HFF33	2019-2020
53230	DP 20200292 DELL ADVANCED DESKTOP PRECISION 3630	86GDF33	2019-2020
53231	DP 20200293 DELL ADVANCED DESKTOP PRECISION 3630	86FKF33	2019-2020
53239	DP 20200294 DELL ADVANCED DESKTOP PRECISION 3630	86FLF33	2019-2020
53240	DP 20200295 DELL ADVANCED DESKTOP PRECISION 3630	86GBF33	2019-2020
53241	DP 20200296 DELL ADVANCED DESKTOP PRECISION 3630	86FMF33	2019-2020
53242	DP 20200297 DELL ADVANCED DESKTOP PRECISION 3630	86GFF33	2019-2020
53243	DP 20200298 DELL ADVANCED DESKTOP PRECISION 3630	86GCF33	2019-2020
53244	DP 20200299 DELL ADVANCED DESKTOP PRECISION 3630	86FJF33	2019-2020
53245	DP 20200300 DELL ADVANCED DESKTOP PRECISION 3630	86HGF33	2019-2020

GREGORY C. HARRELL

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Fire Rescue Date: 05/28/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
SEE ATTACHED	FS01 Task Force	

Description	Year Aquired

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

Disposal: ☑ Disposal Reason: END OF LIFE REPLACED BY STATE

Disposal Method: Trade In Disposal Location: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Robert Wayne Graff Jr. Digitally signed by Robert Wayne Graff Jr. Date: 2026.06.10 09:20:28 -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	Status	Serial/Parcel	Location	Fiscal Yr	DISPOSAL REASON
052679	F015442 APX 6000 TF-8	Active	481CVT4663	FS01	2019	END OF LIFE, REPLACED BY STATE
052680	F015443 APX 6000 TF-8	Active	481CVT4664	FS01	2019	END OF LIFE, REPLACED BY STATE
052681	F015444 APX 6000 TF-8	Active	481CVT4661	FS01	2019	END OF LIFE, REPLACED BY STATE
052682	F015445 APX 6000 TF-8	Active	481CVT4667	FS01	2019	END OF LIFE, REPLACED BY STATE
052683	F015446 APX 6000 TF-8	Active	481CVT4666	FS01	2019	END OF LIFE, REPLACED BY STATE
052684	F015447 APX 6000 TF-8	Active	481CVT4660	FS01	2019	END OF LIFE, REPLACED BY STATE
052685	F015448 APX 6000 TF-8	Active	481CVT4658	FS01	2019	END OF LIFE, REPLACED BY STATE
052686	F015449 APX 6000 TF-8	Active	481CVT4662	FS01	2019	END OF LIFE, REPLACED BY STATE
052687	F015450 APX 6000 TF-8	Active	481CVT4659	FS01	2019	END OF LIFE, REPLACED BY STATE
052688	F015451 APX 6000 TF-8	Active	481CVT4665	FS01	2019	END OF LIFE, REPLACED BY STATE
53523	APX6000 RADIOS	Active	481CWP2566	FS01	2020	END OF LIFE, REPLACED BY STATE
53524	APX6000 RADIOS	Active	481CWP2567	FS01	2020	END OF LIFE, REPLACED BY STATE
53525	APX6000 RADIOS	Active	481CWP2568	FS01	2020	END OF LIFE, REPLACED BY STATE
53526	APX6000 RADIOS	Active	481CWP2569	FS01	2020	END OF LIFE, REPLACED BY STATE
53527	APX6000 RADIOS	Active	481CWP2570	FS01	2020	END OF LIFE, REPLACED BY STATE
53528	APX6000 RADIOS	Active	481CWP2571	FS01	2020	END OF LIFE, REPLACED BY STATE
53529	APX6000 RADIOS	Active	481CWP2572	FS01	2020	END OF LIFE, REPLACED BY STATE
53530	APX6000 RADIOS	Active	481CWP2573	FS01	2020	END OF LIFE, REPLACED BY STATE

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23480 **Agenda Date:** 7/7/2026 **Agenda No.:** 6.1.

SUBJECT:
PUBLIC HEARING to Consider Public Comments for the 2026-2027 Annual Action Plan for the Community Development Block Grant, Home Investment Partnership and Emergency Solutions Grant

INITIATOR:
Cheryl Butler, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
Marion County receives federal grant funds through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs as an Entitlement County.

- Marion County partners with the City of Ocala in a HOME Consortium, where the County serves as the lead agency.
- The City of Ocala independently receives its own CDBG funds as an Entitlement City.

Each year, the County submits an Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). The plan outlines how federal funds will support housing, community development, and homelessness services for low- to moderate-income residents.

This public hearing is the first of two held to gather input for the development of the FY 2026-2027 Annual Action Plan. A 30-day public comment period runs from July 4 to August 4, 2026. Anticipated FY 2026-2027 allocations are:

- CDBG - $2,267,790.00
- HOME - $930,109.35
- ESG - $190,987.00

The public is encouraged to comment on the proposed Annual Action Plan which will be published at marionfl.org/agencies-departments/departments-facilities-offices/community-services, and a draft will be available on July 1, 2026. Comments can be submitted to CommunityServices@marionfl.org or call 352-671-8770.

A final public hearing is scheduled for August 4, 2026, to review and approve the final Action Plan.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Take public comment on the 2026-2027 Annual Action Plan and provide staff direction regarding comments. No further action is required during this first hearing.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Glancy (Last) Robert (First) (Dept) Community Services - 5220

(Title) Program Grant Manager (Phone) 352-671-8784

Signature _____ Date Friday, May 29, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☑ Review & Comment
- ☑ RESUBMIT LRM No. 2026-417
- ☑ Approve as to Form
- ☐ Other

Description of Request

Please review and approve as to form the attached public notice regarding public hearings for the proposed 2026-2027 Annual Action Plan for legal ad display and publication in the Ocala Star Banner. The date of the first public hearing will be July 7, 2026.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 7, 2026

Agenda Deadline Date for **Legal:** Friday, June 5, 2026 Agenda Deadline Date for **Admin:** Thursday, June 18, 2026

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-417R

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-WN at May 29, 2026

Attorney Signature: _____ Date 5/29/26

Staff Signature: _____ Date: 6/1/26 Returned: ☑ Department ☐ Admin ☐ _____

Completed

Rev 11/22/2023

PUBLIC NOTICE - PUBLIC NEEDS HEARING
PROPOSED FY 2026-2027 ANNUAL ACTION PLAN
NEWSPAPER: OCALA STAR BANNER
PUBLIC NEEDS HEARING DATE: JULY 7, 2026

Notice to Citizens: Marion County Community Services will be conducting a public needs hearing for the FY 2026-2027 Annual Action Plan. The purpose of this public hearing is to discuss the HOME Investment Partnerships (HOME) Program, in partnership with the City of Ocala HOME Consortium, Emergency Solutions Grant (ESG), as well as the housing, community, and economic development needs of Marion County using Community Development Block Grant Program (CDBG) funds. This information will be utilized by the County for the preparation of the FY 2026-2027 Annual Action Plan.

A summary of public comments concerning identified needs received on the proposed FY 2026-2027 Annual Action Plan will be provided to the County Administrator and Board of County Commissioners prior to their approval, and the summary of public comments will be included in the FY 2026-2027 Annual Action Plan when submitted to HUD on or about August 16, 2026.

A Public Needs Hearing will be held to receive citizen input for the FY 2026-2027 Annual Action Plan:

SITE	ADDRESS	DATE	TIME
Marion County Auditorium	601 SE 25th Avenue Ocala, FL 34471	July 7, 2026	10:00 AM or soon thereafter as possible

For citizens unable to participate in the Public Needs Hearing, written comments should be sent to:
Marion County Community Services
Attention: Community Services Program Grant Manager
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Telephone: 352-671-8770 Fax: 352-671-8769
sean.glancy@MarionFl.org

Section 504 – Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 [ADA], As Amended
Marion County does not discriminate on the basis of disability in the admission or access to, or treatment, or employment in its programs or activities. Any requests for reasonable accommodations required by individuals to participate in any open meeting, program or activity of the Marion County Community Services Department should be directed to Community Services Program Grant Manager, Community Services, 2710 E. Silver Springs Blvd., Ocala, FL 34470. Telephone 352-671-8770; Fax 352-671-8769; email sean.glancy@marionfl.org.

Fair Housing Act of 1968, As Amended, and Section 800 Accommodations
In an ongoing effort to provide housing services and activities in a nondiscriminatory manner, Marion County has a strong commitment to affirmatively furthering fair housing by working to ensure that equal housing opportunities are available for all persons, regardless of race, color, national origin, religion, age, sex, familiar status, marital status, or disability. If you think your rights have been violated, please contact Community Services Program Grant Manager, Community Services, 2710 E. Silver Springs Blvd., Ocala, FL 34470. Telephone 352-671-8770; Fax 352-671-8769; email sean.glancy@marionfl.org.

The Community Services office meets all handicapped provisions under federal law. If any accommodations are needed for persons with special needs, please contact the Marion County Community Services at 352-671-8770 a minimum of 24 hours prior to the meeting.



USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Heather Flynn
Marion County Attorneys' Office - 330
601 SE 25Th AVE # 108
Ocala FL 34471-2690

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

OCA Ocala Star-Banner 06/26/2026
OCA ocala.com 06/26/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/26/2026

Legal Clerk

Notary, State of WI, County of Brown

9-3-29

My commission expires

Publication Cost:	$268.68	
Tax Amount:	$0.00	
Payment Cost:	$268.68	
Order No:	12419278	# of Copies:
Customer No:	533707	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

PUBLIC NOTICE -
PUBLIC NEEDS HEARING
PROPOSED FY 2026-2027 ANNUAL ACTION PLAN
NEWSPAPER:
OCALA STAR BANNER
PUBLIC NEEDS HEARING DATE:
JULY 7, 2026

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Ocala, FL 34471
DATE July 7, 2026

TIME 10:00 AM or soon thereafter as possible
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Marion County Community Services
Attention: Community Services Program Grant Manager
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Telephone: 352-671-8770 Fax: 352-671-8769
sean.glancy@MarionFl.org

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The Community Services office meets all handicapped provisions under federal law. If any accommodations are needed for persons with special needs, please contact the Marion County Community Services at 352-671-8770 a minimum of 24 hours prior to the meeting.

6/26/2026

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

Marion County is a federal entitlement community under the U.S. Department of Housing and Urban Development (HUD). As a HUD entitlement community, the County is required to prepare an Annual Action Plan to implement any federal programs that fund housing, community development, and economic development within the community. The Marion County Annual Action Plan covers the period from FY 2026 through FY 2027 (October 1, 2026 through September 30, 2027).

This Annual Action Plan (AAP) consolidates into a single document the planning and application requirements for the following federal programs:

· Community Development Block Grant (CDBG)
· HOME Investment Partnerships (HOME)
· Emergency Solutions Grants (ESG)

Funds are provided under the following programs:

· **CDBG:** The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low- and moderate-income (LMI) levels. Funds can be used for a wide array of activities, including housing rehabilitation, acquisition of existing housing or land, homeownership assistance, lead-based paint detection and removal, construction or rehabilitation of public facilities and infrastructure, removal of architectural barriers, water and efficiency improvements, abatement of hazards such as lead-based paint or asbestos, public services, rehabilitation of commercial or industrial buildings, and loans or grants to businesses.

· **HOME:** The HOME program provides federal funds for the development and rehabilitation of affordable rental and ownership housing for LMI households. HOME funds can be used for activities that promote affordable rental housing and homeownership by LMI households, including new construction, reconstruction, moderate or substantial rehabilitation, homebuyer assistance, and tenant-based rental assistance Program (TBRA).

· **ESG:** The ESG program supports outreach to and shelters for homeless individuals and families. ESG also supports programs that prevent homelessness or rapidly re-house the homeless in Marion County

and may be used for certain Homeless Management Information System (HMIS) database costs.
The lead entity responsible for the preparation of the Consolidated Plan is Marion County's Community Services Department.

Marion County receives CDBG and ESG funds directly from HUD as an entitlement county. Marion County administers HOME funds as a HOME Participating Jurisdiction (PJ) on behalf of the Marion County Consortium, a partnership between Marion County as the lead entity and the City of Ocala as a participating member.

To receive these funds from HUD, Marion County must create a yearly plan called an Annual Action Plan (AAP) as required by 24 Code of Federal Regulations (CFR) Part 91. The plan identifies goals for the program year, the County's anticipated resources, and the specific projects and activities that the County will carry out over the program year to achieve these goals. This plan is updated annually, in accordance with federal regulations, and serves as a basis for assessing performance.

Each AAP is part of a larger 5-year plan called the Consolidated Plan that identifies the County's housing goals and priorities, special populations, and community development needs. Each AAP identifies specific projects and activities and outlines anticipated resources in accordance with the goals of the Consolidated Plan. The Marion County 2026-2027 AAP plan for the second year within the approved 2024-2028 Consolidated Plan for Marion County.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The current 2024-2028 Consolidated Plan indicates that funds should be expended to achieve the following priority needs and goals for low- to moderate-income households and/or predominantly low income areas: Essential Housing, Homelessness, and Community Development.

Goal 1 - Owner Occupied Rehabilitation- by providing home repairs to low-income owner-occupied homes to include emergency repairs and ADA compliant accessibility.

- **Objective -** Provide Decent Affordable Housing
- **Outcome -** Sustainability
- **Specific Outcome Indicator -** 25 Homeowner Housing Units Rehabilitated

- **Goal 2 – Clearance/Demolition** - demolition of abandoned-dilapidated, vacant housing.
- **Objective -** Provide Decent Affordable Housing
- **Outcome -** Affordability
- **Specific Outcome Indicator –** Removal of 5 structures

- **Goal 3- Acquisition** acquire property suitable for the development of affordable housing units.
- **Objective -** Provide Decent Affordable Housing
- **Outcome -** Affordability
- **Specific Outcome Indicator –** Acquire 2 lots for the purpose of creating affordable housing units for rent or homeownership

- **Goal 4 – Planning and Administration-** Program administration
- **Objective -** Provide Decent Affordable Housing
- **Outcome -** Sustainability
- **Specific Outcome Indicator –** General Program Administration

- **Goal 5 – Public Services-** provide assistance to a local non-profit to increase or maintain capacity to serve low-income residents.
- **Objective –** Low- to- Mod Individual Benefit
- **Outcome –** Quality of Life
- **Specific Outcome Indicator –** Assist organizations with repairs to their building that serves low-income families

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During the 2025-2026 grant year to date, the following activities were initiated or accomplished towards the goals outlined in the 2024-2028 Consolidated Plan:

- Owner-Occupied Residential Rehab
- Public Facility New Construction
- Public Facility Renovations
- Public Infrastructure

- Public Service
- Rapid Rehousing/Outreach
- Homeless Prevention

Marion County consistently reaches its expected outcomes for public service, while the costs within the housing market have been an obstacle in reaching the expected outcomes in rehabilitation, construction, and purchase assistance goals. The County will continue to allocate annual CDBG, HOME and ESG entitlement funds to the categories of activities outlined in the list above, while also reprogramming unspent prior year funds to supplement expected funds in order to make the most impact. This is especially true for those rehabilitation, construction, and infrastructure projects that are often costlier and require more funding streams outside of HUD CPD funding.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Community Services Department actively engaged the public and stakeholders through numerous meetings leading up to the development of the 2026-2027 Annual Action Plan (AAP). These meetings were used to identify community needs and to provide technical assistance to organizations interested in applying for CDBG, HOME, or ESG funding.

Staff also participated in various discussions that directly informed the AAP's development, offering guidance to potential applicants as outlined in the Marion County Notice of Funding Availability.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Marion County committed to a 30-day public comment period, which began as advertised in the local media, social media, and the Community Services webpage from July 4, 2026 to August 4, 2026. Documents were posted online on June 26, 2026, and completed with an open public comment period at the properly advertised and commenced Commission Hearing on July 7, 2026 and August 4, 2026.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted and taken under advisement.

7. Summary

In summary, the and AAP has been developed with extensive community input (as noted above) and reflect the needs of the County.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MARION COUNTY	Community Services Department
HOME Administrator	MARION COUNTY	Community Services Department
ESG Administrator	MARION COUNTY	Community Services Department

Table 1 – Responsible Agencies

Narrative

The Marion County Community Services Department is responsible for preparing the Annual Action Plan (AAP) for the Marion County HOME Consortium, which administers HOME grant funding. The Consortium includes Marion County and the City of Ocala, which has entered into a cooperative agreement to participate in the County's HOME programs.

Marion County serves as the lead agency for the Consortium and is responsible for developing and overseeing a citizen participation plan that applies to all Consortium members. While the City of Ocala is a member of the Consortium for HOME funding, it is also a CDBG entitlement community and independently administers its own CDBG program. The City shares the citizen participation plan with the County for HOME-related activities under the Consortium.

Marion County agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

DRAFT

Marion County will not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

Consolidated Plan Public Contact Information

Members of the public, stakeholders, and other interested parties can submit any comments or questions on the draft Action Plan to:

Cheryl Butler

Community Services Director, Marion County

2710 E. Silver Springs Blvd.

Ocala, FL 34470

Cheryl.Butler@marionfl.org

352-671-8770

DRAFT

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

In preparation for the 2026 Annual Action Plan, the County consulted with other public and private agencies that provide housing, health, and social services, including those focusing on services to homeless persons, children, elderly persons, and people with disabilities. The public and private agencies contacted include, but are not limited to: Marion County Continuum of Care (CoC), United Way, Ocala Housing Authority, Housing Finance Authority of Marion County and City and County staff.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Marion County's Community Services Department consults with the Ocala Housing Authority (OHA) concerning public housing needs and any planned grant program activities. This ongoing consultation ensures and provides a basis for the certification, by the Marion County's Board of County Commissioners, that the current Annual Action Plan is consistent with Marion County's assessment of low-income housing needs. It also helps ensure that any proposed activities that are directed towards neighborhood improvement and/or any resident programs and/or services funded under or by the Ocala Housing Authority, and those funded under any programs covered by the Consolidated Plan, are fully coordinated to achieve comprehensive community development goals.

Similarly, the County works closely with other government agencies as well as service provider networks to readily understand needs and develop reliable infrastructure to program funds based around those needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Marion County's CoC is a joint office of the County and City of Ocala authorized to carry out the responsibilities of the CoC. The mission of the Ocala/Marion County Continuum of Care is to make homelessness rare, brief and non-recurring**.**

The Ocala/Marion County Continuum of Care (CoC) is a membership, planning, and oversight body for the designated geographic region of Marion County. Relevant member organizations include nonprofit homeless assistance providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve veterans and homeless and formerly homeless individuals. CoCs are designed to promote a

community-wide commitment to ending homelessness, provide funding for efforts for homeless prevention, to rapidly re-house homeless individuals and families, promote access to and effective use of mainstream programs, and optimize self-sufficiency among individuals and families experiencing homelessness in accordance with HUD regulation 24 CFR 578.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

As noted above, Marion County and the City of Ocala are integrated into the work of the local Continuum of Care (CoC) at all levels. Marion County serves as the lead agency for the CoC and operates under a consortium agreement with the City of Ocala.

County staff regularly facilitate all CoC Membership and Board of Governors (BoG) meetings to gain ongoing insight into the successes and challenges within the CoC network. Funding allocation is based on the priorities set forth by the BoG. Funding alignment is closely monitored by the County in partnership with the CoC to maintain a comprehensive understanding of local resources. These funding sources include ESG, Temporary Assistance for Needy Families (TANF) Block Grant Program, Challenge Grants, and Notice of Funding Opportunity (NOFO) awards.

As the CoC's lead agency, the Ocala/Marion County Joint Office on Homelessness is developing data driven performance standards through consultation with the CoC BoG and general membership. This process will ensure alignment between local performance expectations and the intent of all ESG-based funding sources available in the community.

The Marion County Community Services Department also contributes to CoC efforts by providing HUD Community Planning and Development (CPD) expertise. As an active member of the CoC Strategic Planning Committee, the department supports the development of CoC policies and procedures using available resources and CoC-driven data related to affordable housing, shelter needs, program operations, and city- and county-level policy and ordinance needs.

Additionally, as part of the development of this Consolidated Plan and Annual Action Plan (AAP), the consultant team attended a CoC BoG meeting to present an overview of the planning process and to gather feedback on local needs from meeting participants.

2. Agencies, groups, organizations and others who participated in the process and consultations

DRAFT

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	OCALA HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.
2	**Agency/Group/Organization**	VETERANS HELPING VETERANS
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-homeless Services-Education Service-Fair Housing Veteran Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Numerous meetings to discuss programmatic stability and partnerships.
3	**Agency/Group/Organization**	Interfaith Emergency Services
	Agency/Group/Organization Type	Services-homeless

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	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.
4	**Agency/Group/Organization**	Wear Gloves
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provider contacted through work with Department, CoC, and community groups. Consultation also occurred through a combination of virtual and in-person meetings, as well as phone calls.
5	**Agency/Group/Organization**	Marion County Hospital District
	Agency/Group/Organization Type	Services-Health Health Agency Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Strategy, Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.

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6	**Agency/Group/Organization**	City of Ocala
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultations through meetings, calls, etc. on various services in collaboration with the County, including the CoC.
8	**Agency/Group/Organization**	MARION COUNTY
	Agency/Group/Organization Type	Other government - County Planning organization Board of Commissioners
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs HOPWA Strategy Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was conducted via a presentation at a Board of Commissioners meeting via public hearings
9	**Agency/Group/Organization**	Community Foundation for Ocala/Marion County
	Agency/Group/Organization Type	Regional organization Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	consultation with agency through work with agencies
10	**Agency/Group/Organization**	LUTHERAN SERVICES OF FLORIDA
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-homeless Services-Health Services-Employment Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.
11	**Agency/Group/Organization**	Marion County Sheriff's Office
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.
12	**Agency/Group/Organization**	MARION COUNTY PUBLIC SCHOOLS
	Agency/Group/Organization Type	Services-Education Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.

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13	**Agency/Group/Organization**	CARRFOUR SUPPORTIVE HOUSING
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls. Agency also applied for tax credit through this office and the Marion County BOCC.
14	**Agency/Group/Organization**	COMMUNITY ACTION STOPS ABUSE, INC.
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.
15	**Agency/Group/Organization**	Marion County Growth Services
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - County Planning organization
	What section of the Plan was addressed by Consultation?	Hazard Mitigation-Management of flood prone areas and emergency management
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This consultation was with the Growth Services department within Marion County that handles local mitigation/hazard plans
16	**Agency/Group/Organization**	Heart of Florida Health Center, Inc.
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.

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17	**Agency/Group/Organization**	The Salvation Army of St. Petersburg
	Agency/Group/Organization Type	Services-homeless CoC Collaborative Member
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.
18	**Agency/Group/Organization**	Florida Center for the Blind, Inc
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Education
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.
19	**Agency/Group/Organization**	MARION COUNTY SEXUAL ASSAULT CENTER
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.

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20	**Agency/Group/Organization**	Habitat for Humanity of Marion County, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.
22	**Agency/Group/Organization**	Project HOPE of Marion County
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless

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	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.
23	**Agency/Group/Organization**	Blessed Trinity Catholic Church d/b/a Brother's Keeper
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.

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24	**Agency/Group/Organization**	NEIGHBORHOOD HOUSING AND DEVELOPMENT CORPORATION
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.
25	**Agency/Group/Organization**	Second Harvest Food Bank of Central Florida
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.
26	**Agency/Group/Organization**	Kut Different, Inc.
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation occurred through a combination of virtual and in-person meetings, as well as phone calls.

Identify any Agency Types not consulted and provide rationale for not consulting

Marion County did not exclude any agencies or organizations in the consultation process for the Annual Action Plan. The County encouraged all organization types to participate in the consultation process and provide input for the Annual Action Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Marion County and the City of Ocala	Strategic Plan goals were influenced by the issues identified in the CoC 2022 Plan

Table 3 – Other local / regional / federal planning efforts

Narrative

See additional stakeholders contacted and other planning efforts considered in the attachment to AD-25, Administration, Unique Grantee Appendices, for additional information.

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AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen Participation was a key component in the development of the 2026-2027 Annual Action Plan. Staff has given extensive one-on-one advice to several prospective applicants through the course of the year.

The 2024-2028 Consolidated Plan included a Citizen Participation Plan (Plan) that summarizes outreach efforts to engage the public and provides a list of locations where information and copies of the Plan may be obtained; explains the process to submit complaints or grievances; and explains the provision of technical assistance, if needed. As noted in the Citizen Participation Plan, public input is encouraged through timely public notices, public hearings and publication of information relating to proposed activities. Notices and agendas are published and/or posted at least seven (7) days before the date of all public meetings. All meetings are held at the Marion County McPherson Governmental Complex, which is centrally located in the community and accessible to all persons, including disabled persons. If special accommodations are necessary for participation of a physically disabled or non-English speaking person in the Consolidated Planning process, the County will provide appropriate accommodations.

The County published a notice of the Action Plan public hearings and public comment period in the Ocala Star Banner, a regional newspaper on June 26, 2026. The public notice was also published in Spanish on the County's website.

The 30-day public comment period began on July 4, 2026, and concluded on August 4, 2026 followed by the public hearing, at which time the draft Annual Action Plan was presented to County Commissioners for approval. Citizens were allowed to comment during all public hearings and public meetings or were able to submit comments in writing before or during the public hearings and public meetings.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	June 26, 2026 (1st Posting) - First newspaper article posted detailing the funding sources as well as notice of first public hearing happening on 7/7/2026.	No comments received	N/A	
2	Public Hearing	Non-targeted/broad community Residents of Public and Assisted Housing	July 7, 2026 (1st Hearing) - First Public Hearing held on 7/15/2025 at the Marion County BOCC Meeting at 10:00am EST. There were no attended present at the hearing	No comments received during the First Public Hearing.	n/a	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted/broad community Residents of Public and Assisted Housing	August 4, 2026 (Final Hearing) - Final Public Hearing held on 8/5/2025 at the Marion County BOCC Meeting at 10:00am EST. There were no attended present at the hearing.	No comments received during the Final Public Hearing.	TBD	

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Marion County receives funding from three federal grant programs: the CDBG program, the HOME program, and the ESG program. The City of Ocala receives its own CDBG allocation. These three grant programs combined will bring federal resources into the County in FY 2026 to support affordable housing, homeless, and community development programs and projects. The County and the City work together under a Consortium agreement to provide HOME funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,267,790.00	0.00	118,951.85	2,386,741.85	2,170,659.00	The CDBG program is a flexible program that provides communities with resources to address a wide range of unique community development needs.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	930,109.35	0.00	326,348.02	1,256,457.37	822,913.00	HOME is the largest federal block grant to state and local governments designed exclusively to create affordable housing for low-income households. HOME funds are awarded annually as formula grants to participating jurisdictions of which Marion County/City of Ocala Consortium is a member.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	190,987.00	0.00	0.00	190,987.00	190,989.00	The ESG program provides resources to address homelessness and special needs.

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Marion County Community Services receives SHIP funds from Florida Housing Finance Corporation, which is used as a match for HOME. Marion County requires a 25 percent match on all HOME-funded affordable housing rental/CHDO projects, per regulation. ESG requires a 100 percent match through documentation of staff costs not covered by ESG administration dollars, per regulation. Locally, the County requires a CDBG match of 50 percent on all CDBG-funded projects.

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If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Marion County Community Services continues to work closely with the Office of the County Engineer to identify County-owned property suitable for single and multi-family units for rent and ownership. These properties are evaluated by location, the proximity of services, and transportation availability. Some properties are put up to bid for developers to construct new units; others are donated to appropriate non-profits to construct units for rent and homeownership.

Discussion

Additionally, Marion County Community Services launched and successfully completed a Neighborhood Clean-up pilot program in coordination with the Growth Services Department and the Code Enforcement Division. This initiative focused on neighborhood clean-up and strategic demolition of abandoned and dilapidated properties throughout Marion County's low- to moderate-income census tracts. The effort aimed to revitalize these communities by removing structures that contributed to slum and blight, ultimately improving the quality of life and aesthetic appeal of the neighborhoods. Some of these properties may strategically become county surplus and become incorporated into low to moderate-income housing, senior housing, or be used for other special populations. This effort was extremely successful and our plan is to continue with this program in the next fiscal year.

Marion County Community Services played a vital role in supporting the County's Community Redevelopment Area (CRA). In partnership with the Growth Services Department, the Community Services Department contributed to the completion of a comprehensive CRA Master Plan, which includes a detailed Economic Development Plan. Key accomplishments to date include the acquisition of specific properties in the CRA, and demolition and clean-up of an abandoned motel, a site that had significantly contributed to slum and blight conditions within the CRA. These efforts reflect a broader strategy to transform underutilized properties into opportunities for business enterprise, low- to moderate-income and workforce housing that can assist with and encourage development in the CRA. Looking ahead, Marion County Community Services will continue to promote the Catalytic Sites identified in the Master Plan. These sites have been prioritized for redevelopment within low- to moderate-income areas of the CRA to stimulate revitalization and sustainable economic growth.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Service	2024	2028	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Marion County	Community Development	CDBG: $340,168.50	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted
2	Non-Profit Facility	2024	2028	Homeless Non-Homeless Special Needs Non-Housing Community Development	Marion County	Community Development	CDBG: $800,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 275 Persons Assisted
3	Clearance and Demolition	2024	2028	Non-Housing Community Development	Marion County	Community Development	CDBG: $250,000.00	Buildings Demolished: 2 Buildings

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	CDBG Housing Rehabilitation	2024	2028	Affordable Housing	Marion County	Community Development	CDBG: $150,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
5	HOME Housing/Construction/Acquisition/ Rehab	2024	2028	Affordable Housing	Marion County	Affordable Housing	HOME: $600,000.00	Homeowner Housing Rehabilitated: 20 Household Housing Unit
6	City of Ocala HOME Consortium	2024	2028	Affordable Housing	Marion County	Affordable Housing	HOME: $237,000.00	Homeowner Housing Rehabilitated: 2 Household Housing Unit
7	Street Outreach/Supportive Services	2024	2028	Homeless	Marion County	End Homelessness	ESG: $100,000.00	Homeless Person Overnight Shelter: 4 Persons Assisted
8	Rapid Rehousing	2024	2028	Affordable Housing Homeless Non-Homeless Special Needs	Marion County	End Homelessness	ESG: $76,662.98	Homelessness Prevention: 24 Persons Assisted

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	Administration	2024	2028	Administration	Marion County	Affordable Housing End Homelessness Community Development Economic Development	CDBG: $453,558.00 HOME: $93,010.94 ESG: $14,324.03	Other: 1 Other

Table 3 – Goals Summary

Goal Descriptions

1	**Goal Name**	Public Service
	Goal Description	Assist local non-profits with funds for staff, training, materials, and equipment; to increase capacity to serve low- to moderate-income clients in Marion County, specifically those that provide housing, job skills or improve quality of life. Alternate projects may include public infrastructure, Housing Rehabilitation/Demolition, Declared State of Emergency (Urgent Need), Acquisition, Non-Profit Facility, ADA compliance, and projects located in declared Low Census Track and Opportunity Zones.
2	**Goal Name**	Non-Profit Facility
	Goal Description	Assistance to non-profit agencies with facility construction/renovation and acquisition. Specifically serving those agencies that provide housing, job skills and/or improve quality of life for low- to moderate-income clients and the homeless. Alternate projects may include public infrastructure, public service, Housing Rehabilitation/Reconstruction, Declared State of Emergency (Urgent Need), Acquisition, ADA compliance, and projects located in declared Opportunity Zones.

3	**Goal Name**	Clearance and Demolition
	Goal Description	The County will allocate funding to remediate properties negatively affected by slum and blighted conditions. This will include acquisition, clearance and demolition with the end goal of providing neighborhood revitalization opportunities and/or public infrastructure improvements to help in developing healthy neighborhoods.
4	**Goal Name**	CDBG Housing Rehabilitation
	Goal Description	Owner occupied rehabilitation of single and multi-family units through both CDBG and HOME Consortium funding. Housing Rehabilitation funds may also be leveraged using State Housing Initiative Program (SHIP) funds. Alternate projects may include public infrastructure, public service, new housing construction, Declared State of Emergency (Urgent Need), non-profit facility, Acquisition, ADA compliance, projects located in declared Opportunity Zones, purchase assistance, Tenant Based Rental Assistance, Rapid Re-Housing and Homeless Prevention.
5	**Goal Name**	HOME Housing/Construction/Acquisition/ Rehab
	Goal Description	Rental and owner-occupied rehabilitation of single and multi-family units through both CDBG and HOME Consortium funding. Housing Rehabilitation funds may also be leveraged using State Housing Initiative Program (SHIP) funds. Alternate projects may include public infrastructure, public service, new housing construction, Declared State of Emergency (Urgent Need), non-profit facility, Acquisition, ADA compliance, projects located in declared Opportunity Zones, purchase assistance, Rapid Re-Housing and Homeless Prevention.
6	**Goal Name**	City of Ocala HOME Consortium
	Goal Description	Marion County participates in a HOME Consortium with the City of Ocala to collaboratively plan and implement affordable housing strategies across multiple jurisdictions. Through this partnership, the County leverages shared resources to develop, rehabilitate, and preserve housing for low-income households.
7	**Goal Name**	Street Outreach/Supportive Services
	Goal Description	Street outreach and supportive services funded through ESG (Emergency Solutions Grant) assist individuals and families experiencing homelessness by connecting them with emergency shelter, housing, and critical services. These funds support engagement activities to help move people toward stability and permanent housing.

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8	**Goal Name**	Rapid Rehousing
	Goal Description	Assistance to provide housing relocation and stabilization services and short and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or becoming homeless through ESG and HOME funds. Alternate projects may include Housing Rehabilitation/Reconstruction, Declared State of Emergency (Urgent Need), Acquisition, ADA compliance, projects located in declared Opportunity Zones, Purchase Assistance, Emergency Shelter, and Rental Assistance and Rapid Rehousing.
9	**Goal Name**	Administration
	Goal Description	Funding for staff to administer the CDBG, HOME, and ESG programs.

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AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects are planned for the FY 2026-2027 using CDBG, HOME, and ESG funding sources.

#	Project Name
1	2026-2027 - CDBG - Public Service Projects
2	2026-2027 - CDBG - Non-Profit Facility
3	Clearance and Demolition
4	2026-2027 CDBG Rehabilitation
5	2026-2027 CDBG Adminstration
6	2026-2027 - HOME - Affordable Housing
7	2026-2027 - HOME - Rehabilitation
8	2026-2027 - HOME - Administration
9	2026-2027 - Marion County HESG

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects listed above were selected based on the priorities established through the Consolidated Plan and ongoing meetings and process reviews. These projects meet the needs enumerated in the Needs Assessment section and are prioritized based on available funding. Underserved needs in Marion County include the lack of affordable housing, services in rural areas, and improving coordination among organizations for the underserved population.

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AP-38 Project Summary

Project Summary Information

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1	**Project Name**	2026-2027 - CDBG - Public Service Projects
	Target Area	
	Goals Supported	Public Service
	Needs Addressed	
	Funding	:
	Description	Public service projects will be focused on job creation, homeless services, financial stability, and non-profit capacity to expand services. Eligibility Citation: 24 CFR Part 570. 201 (e). National Objective: LMI area. Matrix Code: 05H or 05Z
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	TBD Low-income persons will be assisted
	Location Description	
	Planned Activities	To include but not limited to: Lotus (formerly Marion County Sexual Assault Center), Wear Gloves, Inc., Kut Different, Inc.
2	**Project Name**	2026-2027 - CDBG - Non-Profit Facility
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	Assistance to non-profit agencies with facility construction and renovation. Specifically serving those agencies that provide housing or job skills or improve quality of life for LMI clients and the homeless. LMA/LMC; Eligibility Citation(s): 570.201(a)(c)(d)(i) Objective: Suitable Living Environment; Outcome: Availability/accessibility; National Objective, Objective, and Outcome are the same for all activities. All activities funded through this program will fall under one of the above-identified Eligibility Citations
	Target Date	

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	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
3	**Project Name**	Clearance and Demolition
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	Funding will be used to eliminate slum and blight throughout the County. Eligibility Citation: 24 CFR Part 570. 208 (b)(2). National Objective: Slum/blight spot basis. Matrix Code: 04
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	**Project Name**	2026-2027 CDBG Rehabilitation
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	Owner occupied rehabilitation of single and multi-family units through both CDBG and HOME Consortium funding. Housing Rehabilitation funds may also be leveraged using State Housing Initiative Program (SHIP) funds.
	Target Date	

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	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
5	**Project Name**	2026-2027 CDBG Adminstration
	Target Area	
	Goals Supported	Administration
	Needs Addressed	Affordable Housing End Homelessness Community Development Economic Development
	Funding	:
	Description	Administrative costs associated with CDBG activities. Marion County commits to staying within the admin caps for each grant. For CDBG, the County commits to staying within the 20% admin cap. The County will use no more than 20% of the annual allocation, plus up to 20% of program income for administrative expenses
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	
	Planned Activities	Adminstrative Costs associated with CDBG activities
6	**Project Name**	2026-2027 - HOME - Affordable Housing
	Target Area	
	Goals Supported	HOME Housing/Construction/Acquisition/ Rehab
	Needs Addressed	Affordable Housing
	Funding	:

DRAFT

	Description	HOME funds will be used for new home construction. HOME Eligibility Citation(s): 92.206(a)(c)(d) &(f); HOME Objective: Affordability; HOME Outcome: Availability/Accessibility.
	Target Date	9/30/2032
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	Projectd will be undertaken throughout Marion County
	Planned Activities	To include not not limited to: Habitat for Humanity - New Construction, Housing Finance Authority of Ocala - Belleview Heights
7	**Project Name**	2026-2027 - HOME - Rehabilitation
	Target Area	Marion County
	Goals Supported	
	Needs Addressed	Affordable Housing
	Funding	:
	Description	Housing rehabilitation funds may also be leveraged using SHIP funds. HOME Eligibility Citation(s): 92.206(a)(c)(d) &(f); HOME Objective: Decent Housing; HOME Outcome: Availability/Accessibility.
	Target Date	9/30/2032
	Estimate the number and type of families that will benefit from the proposed activities	4 household housing units
	Location Description	projects will be undertaken throughout Marion County
	Planned Activities	Housing rehabilitation
8	**Project Name**	2026-2027 - HOME - Administration
	Target Area	Marion County
	Goals Supported	Administration

DRAFT

	Needs Addressed	Affordable Housing End Homelessness Community Development Economic Development
	Funding	:
	Description	Administrative costs associated with HOME activities. For HOME, the County commits to staying within the 10% admin cap. The County will also use no more than 10% of the annual allocation, plus up to 10% of program income, for administrative expenses.
	Target Date	9/30/2030
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Marion County
	Planned Activities	Administrative costs associated with HOME Activities
9	**Project Name**	2026-2027 - Marion County HESG
	Target Area	
	Goals Supported	Street Outreach/Supportive Services Rapid Rehousing Administration
	Needs Addressed	End Homelessness
	Funding	:

DRAFT

	Description	Assistance for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent non-facility-based care. This includes engagement and case management; Assistance for monthly rent, deposits and/or utility payments for individuals and or families, both homeless and those faced with homelessness. Funds to provide housing relocation, stabilization services and short and/or medium-term rental assistance. This is necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing through ESG funding. Program facilitates providing essential services to shelter residents; rapidly rehousing homeless individuals and families and preventing families and individuals from becoming homeless by funding eligible activities within the following ESG Program components: Street Outreach, Emergency Shelter; Homelessness Prevention; Rapid Re-Housing and Data Collection. National Objective: LMC Eligibility Citation(s): 576.102, 576.103, 576.105, 576.106, 576.107, 576.108, 576.109. Objective: Decent Housing; Outcome: Affordability; National Objective, Objective, and Outcome are the same for all activities funded through the Homeless and Homelessness Prevention Services Program. All activities funded through this program will fall under one of the above-identified Eligibility Citations. The County commits to staying within the 7.5% admin cap. The County will use no more than 7.5% of the annual allocation for administrative expenses
	Target Date	9/30/2030
	Estimate the number and type of families that will benefit from the proposed activities	Homeless person overnight shelter: 4 persons assisted. Homelessness prevention: 20 persons assisted
	Location Description	Project undertaken throughout Marion County
	Planned Activities	Street outreach/Supportive Services. Homeless Prevention. ESG administration: $14,324.03; Street outreach allocation: $100,000; Homeless prevention allocation: $76,662.98

DRAFT

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Funding will be directed to qualified LMI census tracts, in addition to other areas indirectly through assistance to LMI households that are income-qualified for program funding. All the CDBG funding (100 percent) will benefit LMI clientele and areas.

Neither Marion County nor the City of Ocala implement any HUD-designated geographic-based priority areas such as Neighborhood Revitalization Strategy Areas or empowerment zones.

Additional text and maps can be found in the Grantee Unique Appendices Attachment.

Geographic Distribution

Target Area	Percentage of Funds
Marion County	100

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Marion County will allocate its CDBG funds to those geographic areas whose population is over 51 percent LMI or to LMI clientele. At least 70 percent of all the County's CDBG funds are budgeted for activities that principally benefit LMI persons, per HUD guidelines.

Additional text can be found in the Grantee Unique Appendices Attachment.

Discussion

The County is committed to funding projects that support unincorporated residents, specifically those LMI households.

DRAFT

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

According to a recent Florida SHIP Local Housing Assistance Plan (2026-2029, the purpose of the program in partnership with Marion County is the following:

- To meet the housing needs of the very low-income and LMI households.
- To expand production of and preserve affordable housing.
- To further the housing element of the local government's comprehensive plan specific to affordable housing.

As noted in the Strategic Plan, the following strategies will be utilized to address affordable housing:

- Increase the current inventory of affordable rental properties, both single- and multi-family.
- Continue to improve the current inventory of owner-occupied single-family units through the rehabilitation of major systems, including mobile homes built after 1994.
- Work with a developer to plan and produce affordable rental units.
- Partner with OHA to build much-needed 1- and 2-bedroom rental units.
- Continue to work with County and City governments to create incentives to construct new affordable housing units.

One Year Goals for the Number of Households to be Supported	
Homeless	24
Non-Homeless	44
Special-Needs	0
Total	68

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	20
The Production of New Units	0
Rehab of Existing Units	48
Acquisition of Existing Units	0
Total	68

Table 7 - One Year Goals for Affordable Housing by Support Type

DRAFT

Discussion

Marion County and the City of Ocala's housing rehabilitation program and down payment assistance to income-qualified families, through both CDBG and HOME, has been instrumental in assisting with sustaining and acquiring affordable housing. The Marion County HOME Consortium continues to build new and renovate existing single- and multi-family affordable units.

The Marion County **Purchase Assistance Program** is designed to assist home buyers with the purchase of a new or existing single-family home. Funding may be used for down payment, closing costs, principal buy-down, and repairs as needed for affordable homeownership. An eligible home is defined as an existing single-family home, to include modular or manufactured homes built after June 1994. SHIP funds may be used in conjunction with a first mortgage loan obtained from a participating lender, not-for-profit developer, or Florida Housing Finance Corporation's Bond Program.

The **Owner-Occupied Rehabilitation/Demolition-Reconstruction program** is designed to assist eligible homeowners with needed repairs, alterations, mitigation, or additions to improve their health, safety, and well-being or contribute to the structural integrity, long-term affordability, and preservation of their owner-occupied home. The home must be suitable for rehabilitation. Loans for assistance may include costs related to all eligible repairs such as testing, inspections, engineering, permit fees, and abatement and pest control. If rehabilitation will exceed the maximum award for rehabilitation, the homeowner may be eligible for reconstruction. Reconstruction will only be considered for eligible owners who will participate in voluntary relocation. Relocation costs will be the responsibility of the homeowner.

New Construction—Home-Ownership: One of Marion County's priorities is to increase affordable housing within the county. This strategy is designed to incentivize the development and construction of affordable housing units for sale to SHIP-eligible homebuyers. Marion County will assist sponsors with the acquisition, infrastructure, and construction costs associated with producing affordable, residential, owner-occupied housing for SHIP-eligible home buyers. SHIP assistance will be repaid to the County by the developer from the proceeds of the home's sale. A portion of the County's assistance, up to $100,000.00, may be used to assist the homebuyer with down payments.

In addition, Marion County is closely monitoring the proposed 21st Century Road to Housing Act currently under consideration by Congress and the Administration. If enacted, the legislation would expand eligible uses of Community Development Block Grant (CDBG) funding to support certain affordable housing new construction activities. Although the legislation has not approved at the time of this Annual Action Plan's development, Marion County recognizes the potential opportunities it may create to address local affordable housing needs and, if authorized, will evaluate and pursue eligible activities consistent with HUD regulations and community priorities.

Tax Credit Partnership with FHFC: The Florida Housing Finance Corporation (FHFC) administers federal

and state tax credit programs, such as LIHTC and the Live Local Tax Credit, to incentivize the development of affordable rental housing through private and public partnerships. Marion County aligns with these efforts by leveraging HOME-ARP and other entitlement funds to support developments like Carrfour—who has constructing 59 supportive units with a planned second phase—demonstrating a strategic, collaborative approach to growing an inclusive and resilient community.

DRAFT

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

The Ocala Housing Authority (OHA) is a HUD Approved Housing Counseling Agency and the sole entity in Marion County to receive Housing Choice Voucher (HCV / "Section 8") funding. The core mission of OHA's programs is to promote safe, adequate, and affordable housing, expand economic opportunities, and cultivate a suitable living environment free from discrimination.

Eligible applicants must meet income limits determined by HUD. Under federal regulations, participants pay 30% of their total household income toward rent, which is monitored and adjusted via annual income and household composition verifications

Actions planned during the next year to address the needs to public housing

PHAs in Florida are created as independent Organizations under Florida Statutes. Thus, the County interfaces with OHA on activities by request, and the County has contributed to safe and sound public housing, as well as the provision of recreational or social accommodations. The County's policy, however, is not to substitute CDBG funds for funds that are available to OHA through other federal programs.

Currently, OHA supports the community through the following housing inventory and voucher programs:

- **Affordable Housing Management:** Manages 185 subsidized public housing units located within the City limits, 4 Permanent Supportive Housing units and 44 affordable housing units scattered throughout Marion County
- **HCV Participants:** Serves over 1,100 families (comprised of 2584 household members) utilizing standard, mainstream, and specialty voucher programs.
- **Specialty Programs:** Administers HCV Homeownership Vouchers, Veterans Affairs Supportive Housing (VASH) vouchers, Emergency Housing Vouchers (EHV), and Family Unification Program (FUP) assistance.

Eligible applicants must meet income limits determined by HUD. Under federal regulations, participants pay 30% of their total household income toward rent, which is monitored and adjusted via annual income and household composition verifications

Actions to encourage public housing residents to become more involved in management and participate in homeownership

As a HUD-approved housing counseling agency, OHA operates several initiatives designed to support

residents on their path toward self-sufficiency, economic independence, and homeownership.

Core Self-Sufficiency Programs

In addition to property management, OHA actively administers two key federal self-sufficiency initiatives to empower public housing residents and voucher participants:

- **Family Self-Sufficiency (FSS) Program:** A voluntary five-year program open to public housing residents and Section 8/HCV participants. OHA provides dedicated FSS counseling, job training, and financial literacy tracking. A core benefit is the creation of an **escrow account**; as a participant's earned income increases, a portion of their corresponding rent increase is deposited into this savings account. Upon successful completion of the five-year contract, families receive these escrowed funds, which many utilize as a down payment through OHA's Homeownership Program.
- **Resident Opportunity and Self-Sufficiency (ROSS) Program:** Supported by dedicated Service Coordinators, the ROSS program conducts comprehensive resident needs assessments and links public housing families, elderly residents, and persons with disabilities to vital community resources. Coordinators provide ongoing case management, job training referrals, and wellness connections to help families increase earned income and improve overall living conditions.

Comprehensive Housing Counseling Services

OHA provides professional information and counseling across a wide range of housing needs, including:

- Homebuyer education programs and post-purchase counseling.
- Mortgage delinquency, default resolution, and loss mitigation.
- Credit repair, money and debt management.
- Home improvement, rehabilitation counseling, and fair housing rights.

The Homebuyer's Club

For residents aspiring to own a home, OHA hosts educational classes at its main office. The **Homebuyer's Club** provides vital support and education on topics such as:

- Credit repair and strategic budgeting.
- Navigating the mortgage search.
- Understanding buyer rights.

Understanding realtor roles and responsibilities

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

N/A. OHA is designated as a high performer, as documented through HUD's PIC with its HCV program, and is a standard performer in its public housing program

Discussion

N/A

DRAFT

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

Marion County responds to the needs of people experiencing homelessness through coordination and collaborative planning with the CoC.

Through coordinated entry and strategic funding distribution to non-profit providers for direct services and assistance programs, the Ocala/Marion County Joint Office of Homelessness oversees CoC operations to rehouse homeless individuals and families, minimize trauma and dislocation experienced by the homeless population, boost utilization of mainstream programs by homeless individuals and families, and optimize self-sufficiency among individuals and families experiencing homelessness.

Marion County awards agencies based on their perceived ability to meet the needs of the community and achieve the goals and priority needs that the County has outlined in this Action Plan and the Five-Year Strategic Plan.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Marion County will continue to build and maintain a systematic response to homelessness, utilizing the following goals to guide all actions to progress:

1. Continue to educate Board of Governors and general membership on the history and scope of the CoC FL-514, including an overview of the regulatory responsibilities, program components, and with this information create an active and engaged board that advances the priorities of the CoC.
2. Continue to expand on delivering effective services through a central access point via the established low-barrier engagement center, the expansion of outreach services with County entitlement grant dollars, continuing diversion practices through CoC and County entitlement grant dollars and system-wide training of the program's eligible uses, case management expansion, and incorporating the services of housing navigator/housing counselor through coordination of services.
3. Expand coordination and partnership of supportive services at the local level by strengthening partnerships among providers and mandatory use of coordinated entry procedures for services to ensure collaborative case management, implementation of warm handoff protocols between service providers, including but not limited to emergency shelters, transitional housing, addiction and recovery providers, healthcare entities, behavioral health providers, legal aid organizations, and employment programs—to ensure uninterrupted service continuity

4. Educate CoC membership on the local need for transitional housing, developing connections to local landlords and housing project managers to increase the availability of affordable housing through housing navigators, Permanent supportive housing, and scattered-site leasing, and subsidized affordable housing development projects for long-term households with disabilities along with the continued emphasis for the need to provide housing relocation and stabilization services to move individuals into stable and permanent housing.
5. Continue working with agencies that help in providing or referring to treatment and recovery services, focus on reducing unsheltered homelessness with services that will increase the earned income of individuals, preventing a return to homelessness. Lower shelter and transitional housing entry barriers.

Addressing the emergency shelter and transitional housing needs of homeless persons

During the consultation for the Annual Action Plan, the sheltered and unsheltered homeless, the unmet needs of those at risk of homelessness as defined in 24 CFR 91.5, and those fleeing domestic violence, dating violence, sexual assault, stalking as defined in 24 CFR 5.2003, and human trafficking were discussed. Marion County Community Services Department staff quickly discovered that, unlike other places in Florida, there is an immediate need for emergency and transitional housing for these people, and it is very limited. This sometimes results in service providers' utilization of motels for their clients.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Marion County supports local agencies that offer various services to those individuals making a transition to permanent housing and independent living through Public Service agency capacity grants. Programs such as Wear Gloves Dignity House program to provide low-barrier transitional housing and wraparound recovery services for men experiencing homelessness and recovering from opioid use disorder and co-occurring mental health conditions. The goal of a shelter system is to make homelessness rare, brief, and non-recurring. The County supports service providers throughout the County using both CDBG and ESG funding while also coordinating with the CoC to achieve this goal.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services,

employment, education, or youth needs.

Funding from ESG and SHIP helps low- and very-low-income households at risk of homelessness by supporting local agencies such as Interfaith Emergency Services and Brother's Keeper. The Coordinated Entry System, run by the Ocala/Marion Joint Office on Homelessness, uses a vulnerability assessment to prioritize homeless individuals and families for rapid rehousing. Rapid rehousing is provided by agencies such as The Salvation Army and Neighborhood Housing Development Corporation (NHDC).

Discussion

N/A

DRAFT

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Marion County prepared an AI for the five-year period of 2019–2024.

The AI revealed the emergence and worsening of several major categories of impediments to fair housing, including but not limited to: the persisting effects and existence of redlining, the aftermath of the foreclosure and financial crises, and the concentration of indicators of low opportunity and of health risks in neighborhoods with a corresponding lack of housing mobility.

The AHAC is an 11-member board, appointed per Florida Statute 420.9076, to review and make recommendations regarding the established policies and procedures, ordinances, land development regulations, and adopted local government Comprehensive Plan, as they pertain to impediments to the development of affordable housing of the local governing bodies' respective jurisdictions in Marion County.

Barriers to affordable housing in Marion County include, but are not limited to:

- Low supply and high cost of existing homes.
- High cost of materials to construct homes.

These barriers make it difficult for the developer/builder to provide an affordable unit to the end user. In addition, Marion County's population is growing quickly, with approximately 318 new people moving to the area every week. Within the last five years, major employers such as Amazon, Chewy, and Federal Express have built satellite offices in Marion County. Employees are commuting to work from outside of Marion County due to the lack of housing supply. Similarly, many new jobs are higher paying, which further exacerbates the need for housing affordable to LMI households.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The County, informed by the AHAC described above, are currently exploring ways to mitigate barriers to help expedite the production of affordable housing, such as:

- Focusing development within the County's Urban Growth Boundary and near employment hubs to assist with transportation disparity for LMI residents.
- Reviewing and possibly changing land use and zoning near employment centers to incentivize developers to develop near employment centers.
- Presenting deferred tax and impact fees to developers for multi-family development within

strategic areas that will benefit LMI families and workforce housing.

- Including community services in the pre-development meetings between staff and developers to facilitate and expedite the development process.
- Focus on getting Affordable Housing funding
- Improving outreach through educational events

Discussion

The AI was approved by the County Commission on January 15, 2019. The AI is a comprehensive review and evaluation of Marion County's laws, regulations, administrative policies, housing market, and housing practices to determine whether any barriers (e.g., availability and affordability) to fair housing are present. This report can be found on the Community Services Department's resource page on the Marion County public website.

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AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Listed below are the actions planned to address the obstacles in meeting underserved needs, developing affordable housing, reducing lead-based paint hazards, reducing the number of families living in poverty, improving institutional capacity and structure, and encouraging coordination between all housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

Various elements produce obstacles to meeting needs within the community. Addressing all housing, homeless, and community development needs is a difficult task due to restricted funding. Marion County and the City of Ocala utilize all possible resources and continue to seek leveraging sources to meet as many underserved needs as possible. The current housing market and economic environment also serve as barriers to meeting needs. Unemployment rates have increased, adding to the number of families and individuals needing access to services the capacity to fund and implement existing or additional programs is limited.

Marion County continues to utilize its CDBG, HOME, and ESG funds to the fullest extent to assist in meeting underserved needs. The County also leveraged efforts with public and private funding agencies to supplement federal funds and increase the resources available to address community needs.

Actions planned to foster and maintain affordable housing

It is the goal of Marion County to foster and maintain affordable housing for citizenry in all quadrants. CDBG and HOME funds will be used to initiate rehabilitation and reconstruction projects that will bring as many sub-standard housing conditions as possible up to building code. This will also include testing for asbestos and lead-based paint where applicable to ensure the health and welfare of the citizenry. The County will also continue to partner with Habitat for Humanity, OHA and other non-profit and for-profit agencies by providing purchase assistance funds to help qualified citizens realize their dreams of becoming homeowners.

Actions planned to reduce lead-based paint hazards

Marion County will continue educational efforts to inform residents of lead-based paint hazards in general. In particular, all CDBG, HOME, and ESG program housing assistance program participants will receive specific notice regarding lead-based paint hazards and all contractors will be required to adhere to lead-based paint safe work practices before, during, and after all home improvement projects.

Marion County consults with the Marion County Health Department to review lead-based paint hazard data, educate the public, and mitigate housing units in which lead has been found. Property statistic

reports are pulled for all housing projects to determine the year of construction. If the year of construction is 1978 or earlier, an inspector certified in lead paint assessment completes the testing for the presence of lead and provides the homeowner with the U.S. Environmental Protection Agency Lead Awareness brochure. To date, none of the housing projects in Marion County have tested positive for lead, although the City of Ocala has had some lead abatement activity.

Actions planned to reduce the number of poverty-level families

The County believes that the implementation of the housing and neighborhood revitalization activities outlined in this Annual Action Plan will help reduce the number of households in poverty. All of the programs outlined in this Annual Action Plan are intended to provide benefits to Marion County residents who are considered low-income or fall below the federal poverty line.

In addition, Marion County anticipates awarding CDBG funding for case management and self-help education programs to extremely low- and low-income households. These programs educate attendees, address behavioral issues, and promote sustainability while providing support for a Housing First program through ESG. It was a priority to focus on education and case management to help reduce the number of families living at the poverty level.

Actions planned to develop institutional structure

Marion County Community Services is implementing several strategies to improve the institutional structure and the service delivery system. By increasing intentional communication with stakeholders, service delivery will become more focused and will overlap less. By partnering with several agencies, new facilities will be created to serve the day-to-day needs of agencies that provide various services to the community in one location.

Actions planned to enhance coordination between public and private housing and social service agencies

Marion County Community Services and the City of Ocala Community Development Services coordinate with various public, private, and non-profit agencies to carry out activities. Collaboration between local, county, and state agencies is important to successfully carry out the goals and objectives identified in the Annual Action Plan and address community needs. It is essential to foster and maintain partnerships with other public and private agencies for the successful delivery of its housing and community development programs.

Discussion

N/A

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

See below for CDBG, HOME, and ESG program specific requirements.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

No other forms of investment will be used.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   Included in all HOME project contracts is the following language:

   RECAPTURE – is hereby defined as the method COUNTY has chosen to recoup all of the HOME assistance if the housing is sold (voluntary or involuntary) as described in 24 CFR 92.254 (5) (ii). Section VII – REPAYMENT OF LOAN All HOME funds are subject to repayment in the event the Project does not meet the Project requirements as outlined in this Agreement. It is understood that upon the completion of the Project, any HOME funds reserved but not expended under this Agreement, will revert to COUNTY. Sale of the property by DEVELOPER to another developer may occur only with the approval of COUNTY. Provisions in those sale documents will provide for the extinguishment of the affordable housing requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

- Included in all HOME project contracts is the following language: "AFFORDABILITY PERIOD – is hereby defined as the period the HOME-assisted Unit must meet the requirements for a qualified low-income family; that the rental property owner charges no more than the restricted HOME rents and provides specific tenant protections. For rental projects, the Affordability Period begins on the date of execution of this Agreement and is in effect for the appropriate number of years based on HOME funding amount and at the direction of COUNTY."
- "The housing shall be rented to an individual/family who qualifies as low- to moderate-income. The family shall be determined income eligible in accordance with the area median income limits for Marion County, Florida as published annually by HUD and adjusted for family size. DEVELOPER is responsible for qualifying the family as income eligible for assistance. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD 'Technical Guide for Determining Income and Allowances under the HOME Program' found at http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/ l 780.cfm."
- "Rent Limitations: Rents for tenants cannot exceed the lower of the area's Fair Market Rent (FMR) or thirty percent (30%) of the adjusted income of a family whose annual income equals sixty five

percent (65%) of AMI."

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   N/A

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   N/A

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   N/A

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   N/A

Emergency Solutions Grant (ESG)

1. Include written standards for providing ESG assistance (may include as attachment)

   See attached ESG Standards.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   Coordinated Entry provides access for all persons in need of assistance through the use of multiple locations called access points. These points include Interfaith Emergency Services and Engagement Center, Shepherd's Lighthouse, St. Theresa Catholic Church, Wear Gloves, Inc., NHDC, Brother's Keeper, His Compassion Outreach, and Salvation Army.

The VI-SPDAT acuity tool/survey is used as a guide to understanding the vulnerabilities and levels of assistance needed. A score of 9 has been established as a baseline score from which prioritization for housing will occur. Higher scores represent increased vulnerabilities and service needs.

As required by both regulation and the local CoC, a Coordinated Entry assessor maintains a by-name list, which is a listing of every known homeless individual and family in Marion County. The assessor attempts to match the highest scoring household with an agency that can provide housing. Each agency receiving a name off the list is asked to update HMIS and send the assessor the results of any referrals.

Case conference meetings are open to all providers and held regularly to discuss progress of referrals, needed process changes and case specific issues.

This coordinated assessment system described in the CoC Manual (see attachment) meets HUD requirements, according to 24 CFR 578.3

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

Each program year, request for proposals are accepted based on priorities to any and all agencies qualified to offer homeless assistance. If the proposal supports specific annual goals, and funding is available, a complete application is requested. Agencies are judged on past performance, clear and measurable goals, and agency capacity to carry out the funded project in a timely manner. Allocation is based on available funds, current community needs, and number of individuals/families that will be served.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

By working with many of the Marion County agencies that service the homeless population, Community Services relies on their authority and direct communication with both current and former homeless individuals.

5. Describe performance standards for evaluating ESG.

The performance standards for evaluating ESG are based on the intended purpose of the service type and the expected outcome of fulfilling that purpose. Marion County collaborates with the Ocala/Marion County Continuum of Care to set and evaluate required performance standards per ESG activity. Services will provide client-centered case management designed to address housing instability, social service engagement, treatment, recovery and behavioral health needs, and other

barriers to permanent housing. Street outreach activities are intended to expand outreach and services to homeless persons. Homeless prevention services seek to reduce the number of homeless households that seek emergency shelter. Rapid Rehousing services are intended to reduce the length of homelessness with households served placed in and maintained in permanent housing. The Homeless Management Information System is intended to increase and maintain the data quality of the ESG programs within HMIS with the expectation that no more than 5% miss or null data is required for all required fields; Including administration of standardized assessments (e.g., VI-SPDAT), timely and accurate data entry into HMIS, and compliance with prioritization procedures for housing placements

N/A

DRAFT

DRAFT

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23312 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.1.1.

SUBJECT:
Request Approval to Consider the Donation of Cages from Marion County Animal Services to Sheltering Hands

INITIATOR:
Kyra Lynch, CAWA, Director

DEPARTMENT:
Animal Services

DESCRIPTION/BACKGROUND:
Per Administrative Policy 4.3 and Florida State Statutes 274.05, the Marion County Board of County Commissioners has the discretion to donate equipment to governmental agencies and non-profit entities. The Marion County Animal Services department has identified the following assets for this donation:

Asset Number	Description	Approximate Value
026432	SS Cage For 6	$ 400
026433	SS Cage For 6 Storage	$ 400

The disposition forms are included on this agenda as a separate item for approval by the board.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve donation of the cages to Sheltering Hands.

Sheltering Hands, Inc
Time spent with a cat is never wasted.

(352) 840-0663
INFO@SHELTERINGHANDS.ORG
WWW.SHELTERINGHANDS.ORG

6/27/26

Attn: Stephanie Kash

Thank you very much for the donation of the two surgical stainless steel with capacity for six small animals to Sheltering Hands from Animal Services. As we discussed the cages are approximately 30 years old but still functional for Sheltering Hands needs. The value estimated the value of the donation at $800 for both.

We appreciate the opportunity to utilize these resources to help the animals in our care. Sheltering Hands appreciates our partnership with Marion County Animal Services. The hard work and dedication by your team is invaluable.

Sincerely

Elena Gouet

Elena Goulet
Vice President
Sheltering Hands

cc: April LeSage, Sheltering Hands Executive Director

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23374 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.2.1.

SUBJECT:
Request for Approval of Workers' Compensation Settlement in the Workers' Compensation Case, Deanna Etheredge v. Marion County Parks and Recreation, OJCC Case No. 11-021101WRH (Budget Impact - Neutral; expenditure of $120,000)

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
On January 16, 2004, Ms. Etheredge was injured while inspecting a playground for maintenance on behalf of Marion County Parks & Recreation.

Ms. Etheredge underwent treatment and complained of pain in her neck. She underwent several surgeries including receiving anterior cervical discectomy and fusion over the C5-6 level on July 21, 2005. On June 22, 2023, Ms. Etheredge again had surgery for an exploration of her prior fusion C5-6, removal of hardware, along with a single level anterior cervical discectomy and fusion at C4-5 with an interbody cage and plate stabilization. Ms. Etheredge has filed a claim for payment of permanent total disability benefits (PTD). Thus, the County faces exposure for over $180,000 in future PTD benefits. Additionally, the County would face exposure for continued future medical care of more than $400,000 based on her life expectancy of 21.46 years.

Ms. Etheredge is represented by Attorney Lance F. Avera. On June 4, 2026, the parties attended mediation wherein Ms. Etheredge demanded $175,000 to settle her claim. The County Attorney's office agreed to the amount of $120,000, contingent on approval by the Marion County Board of County Commissioners, which Ms. Etheredge accepted. The recommendation to the Board is that Marion County settle this workers' compensation case in the amount of $120,000, inclusive of attorneys' fees and costs to be paid from the Workers' Compensation Self-Insurance Fund.

BUDGET/IMPACT:
Neutral; expenditure of $120,000, from the Workers' Compensation Self-Insurance Fund ZK160519-524111.

RECOMMENDED ACTION:
Motion to Adopt Resolution Approving Settlement in the Deanna Etheredge v. Marion County Parks and Recreation, Workers' Compensation Case for $120,000 to be paid for by the County's Workers' Compensation Self-Insurance Fund.

RESOLUTION 26-R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING SETTLEMENT FOR ALL CLAIMS IN THE WORKERS' COMPENSATION CASE, DEANNA ETHEREDGE V. MARION COUNTY PARKS AND RECREATION, OJCC CASE NO. 11-021101WRH

WHEREAS, a recommendation has been received from County Attorney, Matthew Minter, to settle all claims in the case, *Deanna Etheredge v. Marion County Parks and Recreation*, and

WHEREAS, the Board of County Commissioners has determined that this settlement would be in the best interests of the taxpayers of Marion County, Florida, and

NOW THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida, that it does hereby approve the settlement of all claims in the case of *Deanna Etheredge v. Marion County Parks and Recreation* in the amount of $120,000.00 and directs Risk and Benefit Services to take the steps necessary to effectuate said settlement.

DULY RESOLVED this ____ day of July, 2026.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FL

:_____
CARL ZALAK, III, CHAIRMAN

ATTEST:

_____
GREGORY C. HARRELL, CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
MATTEW G. MINTER, COUNTY ATTORNEY

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23401 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.2.2.

SUBJECT:
Request Approval of a Resolution of the Board of County Commissioners of Marion County Approving Plan of Financing Involving the Issuance by the Housing Finance Authority of Marion County of Its Multifamily Mortgage Revenue Bonds - Project Name Forest Springs Apartments (Budget Impact - None)

INITIATOR: **DEPARTMENT:**
Matthew G. Minter, County Attorney **County Attorney**

DESCRIPTION/BACKGROUND:
The Housing Finance Authority of Marion County (HFAMC) is a separate public body pursuant to Ordinance Number 80-3, enacted by the Board of County Commissioners on June 3, 1980, and Ordinance Number 80-05, enacted by the Board on July 15, 1980, in accordance to Chapter 159, Part IV, Florida Statutes for the purpose of alleviating a shortage of housing available at prices or rentals which many persons and families can afford and shortage of capital for investment in such housing.

The HFAMC's mission is to increase the availability of essential and affordable housing in Marion County. The HFAMC has the ability to secure and provide funding for the development of affordable multi-family housing using Multifamily Mortgage Revenue Bonds (MMRB) through the Florida Housing Finance Corporation for review and approval. Due to the high-interest rates on construction loans, long-term bond financing offers lower interest rates and loan terms, making the bond a cost-saving measure for the developer.

In order to pursue the MMRB, the HFAMC is required by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) to advertise in the local newspaper and hold a public hearing for all interested persons concerning the potential future issuance of tax-exempt bonds for the acquisition, construction, or rehabilitation of affordable housing units. The HFAMC held a TEFRA Hearing on May 21, 2026, at 1:00 p.m., located at Marion County Senior Services, 1101 SW 20th Court, Ocala, FL 34471.

A proposed project, name is “Forest Springs Apartments”, was recommended for the MMRB, which is located off SW 20th Court, Ocala, FL. The MMRB application request is for $17,000,000. This project would consist of approximately 108 multi-family housing units.

This Resolution requires the Chairman and Clerk's signature so the HFAMC can apply for additional allocation on October 1, 2026.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:

Motion to approve and authorize the Chairman and Clerk to execute the attached Resolution and all necessary documentation for Approving a Plan of Financing Involving the Issuance by the Housing Finance Authority of Marion County of Its Multifamily Mortgage Revenue Bonds.

RESOLUTION NO. 26-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A PLAN OF FINANCING INVOLVING THE ISSUANCE BY THE HOUSING FINANCE AUTHORITY OF MARION COUNTY, FLORIDA OF ITS MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $17,000,000 IN ONE OR MORE SERIES; APPROVING USE OF STATE AWARDED ALLOCATION IN CONNECTION THEREWITH; APPROVING BONDS AS REQUIRED BY SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; RATIFYING THE AUTHORITY'S HOLDING OF A PUBLIC HEARING IN ACCORDANCE WITH SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AUTHORIZING THE CHAIR OF THE AUTHORITY TO DO ALL THINGS NECESSARY OR ADVISABLE IN CONNECTION WITH THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 80-3, enacted by the Board of County Commissioners of Marion County, Florida (the "Board") on June 3, 1980, and Ordinance No. 80-05, enacted by the Board on July 15, 1980, the Board created the Housing Finance Authority of Marion County, Florida (the "Authority"), in accordance with Chapter 159, Florida Statutes, for the purpose of alleviating a shortage of housing available at prices or rentals which many persons and families can afford and a shortage of capital for investment in such housing; and

WHEREAS, pursuant to the Act, the Authority is empowered to issue multifamily mortgage revenue bonds for multifamily housing; and

WHEREAS, the Authority desires to issue multifamily mortgage revenue bonds, in one or more series, in an aggregate principal amount not to exceed $17,000,000 (the "Bonds"),

which constitutes a plan of financing (the "Plan of Financing") within the meaning of Section 147(f)(2)(C) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Bonds are to be issued to make available funds to loan the proceeds of the Bonds to SPSH One Partners, Ltd. a Florida limited partnership its General Partner (the "Borrower"), pursuant to Chapter 159, Part IV, Florida Statutes, and Chapter 159, Part II, Florida Statutes, or such other provision or provisions of Florida law as the Authority may determine advisable (the "Act"), in order to finance the acquisition, construction and equipping of a multifamily residential housing facility for persons or families of low, middle or moderate income (the "Project") to be located in Marion County, Florida; and

WHEREAS, on May 21, 2026, the Authority adopted Resolution No. 26-001, authorizing a public hearing and indicating its intent to issue the Bonds pursuant to the Plan of Financing ("Authority's Resolution"); and

WHEREAS, pursuant to the Authority's Resolution, the Authority authorized the application for private activity bond allocation for multifamily revenue bonds (the "Allocation") to be used in connection with the issuance of multifamily revenue bonds; and

WHEREAS, the Authority held a public hearing on May 21, 2026 (the "TEFRA Hearing"), as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, after a proper notice was published (the "TEFRA Notice"), for the purpose of giving all interested persons the opportunity to express their views in connection with the Plan of Financing and the issuance of the Bonds; and

WHEREAS, the Authority has requested the Board's approval of the Plan of Financing and the issuance of the Bonds by the Authority in one or more series pursuant thereto for purposes of Section 147(f) of the Code; and

WHEREAS, the Board wishes to (i) accept the findings of the Authority, (ii) approve (a) the Plan of Financing, (b) the use of the Allocation, and (c) the issuance of the Bonds for purposes of Section 147(f) of the Code, and (iii) ratify the Authority's actions in connection with (a) publishing a TEFRA Notice, and (b) conducting the TEFRA Hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA:

Section 1. Approval of Plan of Financing and Issuance of the Bonds for Purposes of Section 147(f) of the Code. For purposes of Section 147(f) of the Code, the Board hereby approves the Plan of Financing, the notice of public hearing, the public hearing, and the issuance by the Authority of the Bonds in an aggregate principal amount not to exceed Seventeen Million and 00/100 Dollars ($17,000,000) pursuant thereto for the purposes stated in the Authority's Resolution. The approval given herein shall not be construed as: (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project; (ii) a recommendation to any prospective purchaser to purchase the Bonds; (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds; or (iv) approval of any necessary rezoning application or approval or land use nor approval for any other regulatory permits relating to the Project, and the Board shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the Board or estopping the Board from asserting any rights or responsibilities it may have in such regard. The Board's approval of the Plan of Financing and the issuance of the Bonds by the Authority shall not be construed to obligate Marion County, Florida, to incur any liability, pecuniary or otherwise, in connection with the issuance of the Bonds or the Plan of Financing or the Project, and the Authority shall so provide in the financing documents setting forth the details of the Bonds. The Authority shall indemnify, defend, and hold harmless, release, and forever discharge the Board,

Board Members, Marion County, and its officers, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, cost of expenses, losses, settlements, judgement, and awards and action of whatever kind arising out of, relating to, or resulting from the issuance of the Bonds or Plan of Financing or the project, including a reasonable attorney's fees and cost arising from negligent, willful or wrongful misconduct, knowing misrepresentation by the Authority, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of the Authority or anyone directly or indirectly employed by the Authority in connection with the issuance of the Bonds or the Plan of Financing or the Project. The Authority expressly understands and agrees that any insurance protection provided by the Authority shall in no way limit the responsibility to indemnify, keep and save harmless and defend Marion County and its officers, board members, employees, agents, and instrumentalities. This Section shall not be construed in any way to alter Marion County's waiver of sovereign immunity or limits established in Section 768.28 Florida Statutes (2023). Pursuant to Section 768.28 Florida Statute, nothing in this Resolution may require Marion County to identify or insure the Authority for the Authority's negligence.

Section 2. Approval of Minutes of Public Hearing; Ratification of Actions by the Authority. The minutes of the public hearing held by the Authority on May 21, 2026, with respect to the Plan of Financing and the proposed issuance of the Bonds in accordance with the Code are hereby received by the Board. The actions taken by the Authority in connection with publishing a TEFRA Notice on May 3rd, 2026, and conducting the TEFRA Hearing on May 21, 2026, are hereby ratified and approved by the Board.

Section 3. Further Actions of the Authority. The Board hereby authorizes and directs

the Chair of the Authority to do all acts and things required by this Resolution and to execute and deliver any and all instruments, affidavits, certificates, and notices necessary or advisable to effectuate the issuance by the Authority of the Bonds and the implementation of the Plan of Financing.

Section 4. Effective Date. This Resolution shall take effect immediately upon approval of the Board of County Commissioners of Marion County, Florida.

ADOPTED in regular session on this ____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

_____
Carl Zalak III, Chair

ATTEST:

_____
Gregory C. Harrell
Clerk of Court

Housing Finance Authority of Marion County
P.O. Box 3102 Ocala, FL 34478

Housing Finance Authority of Marion County

TEFRA Hearing Meeting Agenda

Wednesday – May 21st, 2026; 1:00-1:30 pm

Location:
Marion County Senior Services
1101 SW 20th Ct
Ocala, FL

1. Introduction of Guest
2. Welcome Introduction – PH Culver HFAMC Chair
3. Hearing Chair – Tim Dean / Dean Law Firm
4. Opening Comments – Tim Dean
5. Bond Issuance Overview – Tim Dean
6. Open to Public Comments
7. Multifamily Housing Revenue Bond for $17,000,000,00 – Forest Springs Development Overview
8. Q & A
9. HFAMC Board votes to approval the Bond Request and Resolution
10. Adjournment

What Is the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA)?

The Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) was enacted to reduce the federal budget deficit through tax increases, spending cuts, and reforms. Passed during a "double-dip" recession, it reversed parts of the 1981 Economic Recovery Tax Act. As one of the largest peacetime tax increases in U.S. history, TEFRA had lasting effects on the economy and individual taxpayers.

Your attendance is greatly appreciated. If you cannot make the meeting, please contact Keith at 352-322-1987

EQUAL HOUSING OPPORTUNITY

RESOLUTION PLACEHOLDER

HOUSING FINANCE AUTHORITY OF MARION COUNTY, FLORIDA

SCRIPT FOR
TEFRA HEARING

relating to

MULTI-FAMILY HOUSING MORTGAGE REVENUE BONDS
(Forest Springs Apartments)

May 21, 2026

We will now conduct the public hearing on the proposed issuance by the Housing Finance Authority of Marion County, Florida of it's not to exceed $17,000,000 aggregate principal amount Multi-family Mortgage Revenue Bonds, Series 2022 (Forest Springs Apartments). I will now provide us and the public with a description of the bonds to be issued and the process for the public hearing.

The proposed issuance by the Authority of its Multifamily Mortgage Revenue Bonds (Forest Springs Apartments) in one or more series at one or more times, to provide financing for the acquisition and construction by a private owner of a low to moderate income multifamily community known as Forest Springs to consist of approximately 108 units located off SW 20th Ct, Ocala, Florida (the "Development"), to be owned by SAGE Partners, LLC, a Florida limited liability company, or its affiliate (the "Owner"); and

This public hearing is being conducted pursuant to the requirements of the federal Tax Equity and Fiscal Responsibility Act of 1982, as amended by the Tax Reform Act of 1986, collectively referred to for purposes of this hearing as "TEFRA" and embodied in Section 147(f) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). TEFRA requires that in order for the interest on private activity bonds, including multi-family mortgage revenue bonds, to be exempt from federal income tax, such bonds and the projects which they will finance must be approved by either a voter referendum or by an applicable elected representative of the governmental unit having jurisdiction over the area in which such project is to be located after a public hearing following reasonable public notice.

A transcript of the testimony given at this hearing will be provided to the Board of County Commissioners of Marion County at a regular meeting of the Board, at which time the Board will be asked to adopt a resolution, among other things, approving the Series Bonds for purposes of Section 147(f) of the Code. It should be noted that the proceedings of this public hearing are being recorded and will be maintained as a permanent record.

The Notice of Public Hearing was published in the Ocala Star-Banner, a newspaper of general circulation within Marion County, on May 3, 2026, advising that the Authority would hold a public hearing on May 21, 2026 at 1:00 p.m., in the Marion Senior Service Conference Room, 1101 SW 20th CT, Ocala, Florida, on the proposed issuance of the Series of Bonds. A copy of such Notice is submitted as part of the record of this public hearing.

Thank you.

Notice having been given, I declare the public hearing open, and testimony will now be heard by anyone desiring to speak on the proposed project and the issuance of the Bonds.

If Forest Springs Apartments, representatives are in attendance— Would the developer's representative like to make a brief presentation describing the Forest Springs Apartments for the record?

Is there anyone who wishes to speak or file written testimony on this matter? I would like to remind anyone who wishes to speak that this Authority does not sit as a zoning commission or planning commission.

[Recognize anyone wishing to speak. Have them state their name and address for the record.]

[If there is no one in attendance or wishing to speak, make the following statement:

Let the record reflect that there are no members of the public in attendance and wishing to speak or file written testimony.

The copy of the Notice of Public Hearing introduced by Legal Counsel is accepted into the record. [***in the event that anyone else submitted written comments or exhibits, add*** —THE WRITTEN COMMENTS AND EXHIBITS SUBMITTED BY THE HOUSING FINANCE AUTHORITY OF MARION COUNTY [PH Culver Chair] ARE ACCEPTED INTO THE RECORD WITHOUT OBJECTION.

This concludes with the public hearing scheduled for today.

RESOLUTION NO. 26-001

RESOLUTION REGARDING THE OFFICIAL ACTION OF THE HOUSING FINANCE AUTHORITY OF MARION COUNTY, FLORIDA RELATIVE TO THE ISSUANCE OF NOT TO EXCEED $17,000,000 IN MULTIFAMILY HOUSING REVENUE BONDS FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND EQUIPPING A MULTIFAMILY RESIDENTIAL HOUSING FACILITY FOR PERSONS OR FAMILIES OF LOW, MIDDLE OR MODERATE INCOME; FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BY AND BETWEEN THE AUTHORITY AND FOREST SPRINGS APARTMENTS, LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Forest Springs Apartments/ SAGE Partners, LLC, (the "Company") has applied to the Housing Finance Authority of Marion County, Florida (the "Authority") to (i) issue its multifamily housing revenue bonds in a principal amount not to exceed $17,000,000 (the "Bonds") for the purpose of financing the acquisition, construction and equipping of a multifamily residential housing facility for persons or families of low, middle or moderate income, to be located in Marion County, Florida, (the "Project"), and (ii) to loan the proceeds of the Bonds to the Company pursuant to Chapter 159, Part IV, Florida Statutes, and Chapter 159, Part II, Florida Statutes, or such other provision or provisions of Florida law as the Authority may determine advisable (the "Act"); and

WHEREAS, subject to the terms set forth herein and in the Memorandum of Agreement attached hereto as Exhibit A, the Company has requested that the Authority make a determination to issue the Bonds under the Act in one or more issues or series not exceeding an aggregate principal amount of $17,000,000 and to loan the proceeds thereof available to finance the Project under a loan agreement or other financing agreement which will provide that payments thereunder be at least sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds and such other costs in connection therewith as may be incurred by the Authority, to assist the Company and promote the purposes provided in the Act; and

WHEREAS, the Company has submitted the Memorandum of Agreement relating to the issuance of the Bonds, attached hereto; and

WHEREAS, in order to satisfy certain of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Authority authorizes staff of the Authority

(including bond counsel) to hold a public hearing on the proposed issuance of the Bonds for the purposes herein stated, which date will be at least 7 days following the first publication of a notice of such public hearing as required by law (a form of such notice is attached hereto as Exhibit B), which public hearing will be conducted in a manner that provides a reasonable opportunity for persons with differing views to be heard, both orally and in writing, on both the issuance of such Bonds and the location and nature of the portion of the Project to be financed with the proceeds therefrom; and

WHEREAS, a form of affidavit as to such notice is attached hereto as Exhibit C; and

WHEREAS, it is intended that this Resolution shall constitute official action toward the issuance of the Bonds within the meaning of the applicable United States Treasury Regulations;

IT IS, THEREFORE, DETERMINED AND RESOLVED BY THE HOUSING FINANCE AUTHORITY OF MARION COUNTY, FLORIDA, THAT:

1. **APPROVAL OF THE PROJECT.** The acquisition, construction and equipping of the Project and the financing thereof by the Authority through the issuance of the Bonds, pursuant to the Act, will promote the health and welfare of the citizens of Marion County, Florida, and will thereby serve the public purposes of the Act.

2. **EXECUTION AND DELIVERY OF THE MEMORANDUM OF AGREEMENT.** The Chairman or Vice Chairman of the Authority hereby are authorized and directed to execute, for and on behalf of the Authority, the Memorandum of Agreement attached hereto as Exhibit A between the Authority and the Company providing understandings relative to the proposed issuance of the Bonds by the Authority to finance the Project in an aggregate principal amount not to exceed $17,000,000.

3. **AUTHORIZATION OF THE BONDS.** Subject to the terms and conditions set forth herein and in the Memorandum of Agreement attached hereto, there is hereby authorized to be issued and the Authority hereby determines to issue the Bonds, if so requested by the Company, in one or more issues or series in an aggregate principal amount not to exceed $17,000,000 for the purpose of financing the Project described in such Memorandum of Agreement. The Bonds shall be designated the "Housing Finance Authority of Marion County, Florida Multifamily Housing Revenue Bonds, Series 2024 (Forest Springs Apartments)". The rates of interest payable on the Bonds shall not exceed the rate permitted by law.

4. **RECOMMENDATION FOR APPROVAL TO BOARD OF COUNTY COMMISSIONERS.** The Authority hereby recommends that the Board of County Commissioners (the "Board") of Marion County, Florida (the "County") approve the issuance of the Bonds and the financing of the Project. The Authority hereby directs the Chairman, Vice Chairman or Authority's Counsel, either alone or jointly, at the expense of the Company, to seek approval for the issuance of the Bonds and the financing of the Project by the Board as the

applicable elected representatives of Marion County, Florida, under and pursuant to the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended.

5. GENERAL AUTHORIZATION. The Chairman, the Vice Chairman, the Secretary and counsel for the Authority hereby are further authorized to proceed, upon execution of the Memorandum of Agreement, with the undertakings provided for therein on the part of the Authority and are further authorized to take such steps and actions as may be required and necessary in order to cause the Authority to issue the Bonds, subject to the terms and conditions set forth herein and in the Memorandum of Agreement authorized hereby.

6. AFFIRMATIVE ACTION. This Resolution is an affirmative action of the Authority toward the issuance of the Bonds, as contemplated in said Memorandum of Agreement, in accordance with the purposes of the laws of the State of Florida and the applicable United States Treasury Regulations.

7. APPROVAL OF NOTICE AND PUBLICATION OF PUBLIC HEARING. The form of notice of public hearing attached hereto as Exhibit B is hereby approved and the publishing and holding thereof authorized on behalf of the Authority.

8. APPOINTMENT OF COUNSEL. The firm of Nabors, Giblin & Nickerson, P.A. is duly appointed Bond Counsel in connection with the issuance of the Bonds. Mark Mustain has been duly appointed Issuer's Counsel.

9. LIMITED OBLIGATIONS. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the Authority, the County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenue pledged therefor pursuant to a loan agreement or other financing agreement entered into by and between the Authority and the Company prior to or contemporaneously with the issuance of the Bonds.

10. LIMITED APPROVAL. The approval given herein shall not be construed as an approval of any necessary zoning applications nor for any other regulatory permits relating to the Project, and the Authority shall not be construed by reason of its adoption of this Resolution to have waived any right of the County or to have estopped the County from asserting any rights or responsibilities it may have in that regard. In addition, this Resolution and the Memorandum of Agreement attached hereto as Exhibit A are conditioned upon and subject to: (1) the determination by the Authority, in its sole and absolute discretion at a future date, that it is in the best interests of the Authority and the residents of the County to use the tax exempt volume cap allocation potentially available to the Authority to issue the Bonds; (2) receipt of the necessary volume cap tax exempt allocation from the State of Florida, Division of Bond Finance; (3) receipt of the approval of the Project and the proposed financing of the Project by the Board; (4) the ownership and control of the Company and its principals not varying more than five (5%) percent from what has been represented to the Authority in the Company's Application; (5) the number of multi-family units to be constructed by the Company not decreasing by more than five

(5%) percent from the 108 units referenced in the Company's Application; (6) the proposed Project, including, but not limited to design, materials, type of construction materials, etc. not changing materially without the prior written consent of the Authority; and (7) the closing of the Bonds occurring on or before one hundred and fifty-five (155) days after receipt of volume cap allocation from the State of Florida Division of Bond Finance, unless extended by the Authority in its sole and absolute discretion. In the event that any of the foregoing events shall not take place, if applicable, or shall occur or take place, if applicable, it shall operate as a termination of this Resolution and the Memorandum of Agreement.

11. BOND ALLOCATION. Upon a determination by the Authority as set forth in the Memorandum of Agreement to request private activity bond allocation with respect to such Bonds, the Chairman, Vice Chairman or Authority's Counsel are hereby authorized to execute all necessary documents for obtaining and preserving an allocation from the State of Florida, Division of Bond Finance upon request by the Company.

This Resolution shall take effect immediately.

ADOPTED this 21st day of May, 2026.

HOUSING FINANCE AUTHORITY OF MARION COUNTY, FLORIDA

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Secretary

EXHIBIT A

MEMORANDUM OF AGREEMENT FOR ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS

This Agreement between the Housing Finance Authority of Marion County, Florida (the "Authority"), a body corporate and politic of the State of Florida and Forest Springs / SAGE Partners, LLC (the "Company"), a Florida limited liability company organized and validly existing under the laws of the State of Florida and authorized to do business in the State of Florida.

WITNESSETH:

1. **PRELIMINARY STATEMENT.** Among the matters of mutual understanding which have resulted in the execution of this Memorandum of Agreement are the following:

(a) The Florida Housing Finance Authority Law (Chapter 159, Part IV, Florida Statutes), as amended, and the Florida Industrial Development Financing Act (Chapter 159, Part II, Florida Statutes) (collectively, the "Act") provides that the Authority may issue its revenue bonds and loan the proceeds thereof to one or more persons, firms or private corporations, or use such proceeds to defray the cost of acquiring, by purchase or rehabilitation, certain qualifying facilities.

(b) The Company is in the process of acquiring, constructing and equipping a multifamily residential housing facility for persons or families of low, middle or moderate income (the "Project") to be located within the boundaries of Marion County, Florida. It is estimated that the cost of the acquisition, construction and equipping of the Project will be in excess of $17,000,000.

(c) The Authority intends this Memorandum of Agreement to constitute its official binding commitment, subject to the terms and conditions set forth herein and in the Resolution authorizing the Authority to enter into this Memorandum of Agreement, to issue its bonds in a principal amount not to exceed $17,000,000 (the "Bonds") in one or more series or issues pursuant to the Act in an amount to be agreed upon by the Authority and the Company and to loan the proceeds thereof to the Company, and to use such proceeds to finance the cost of acquiring, constructing and equipping the Project, including all costs incurred in connection with the issuance of the Bonds by the Authority, up to an amount not to exceed $17,000,000.

(d) The Authority considers the issuance and sale of the Bonds, for the purpose hereinabove set forth, consistent with the objectives of the Act. This commitment is an affirmative official action of the Authority toward the issuance of the Bonds as herein contemplated in accordance with the purposes of both the Act and the applicable United States Treasury Regulations.

2. **UNDERTAKINGS ON THE PART OF THE AUTHORITY.** Subject to the terms and conditions set forth herein and in the Authority's Resolution dated May 21st, 2026 (the "Inducement Resolution") authorizing the Authority to enter into this Memorandum of Agreement, the Authority agrees as follows:

(a) The Authority will authorize the issuance of the Bonds in the aggregate principal amount necessary and sufficient to finance the cost of acquiring, constructing and equipping the Project as the Authority and the Company shall agree in writing, but in all events, the principal amount of such Bonds shall not exceed $17,000,000.

(b) The Authority will cooperate with the Company and with the underwriters or purchasers of the Bonds and the Authority's Counsel with respect to the issuance and sale of the Bonds and will take such further action and authorize the execution of such documents as shall be mutually satisfactory to the Authority and the Company for the authorization, issuance and sale of such Bonds and the use of the proceeds thereof to finance the cost of acquiring, constructing and equipping the Project.

(c) Such actions and documents may permit the issuance from time to time in the future of additional bonds on terms which shall be set forth therein, whether pari passu with other series of bonds or otherwise, for the purpose of defraying the cost of completion, enlargements, improvements and expansion of the Project, or any segment thereof, or refunding of the Bonds.

(d) The loan or financing agreement (the "Loan Agreement") between the Authority and the Company shall, under the terms agreed upon by the parties, provide for payments to be made by the Company in such sums as shall be necessary to pay the amounts required under the Act, including the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable.

(e) In authorizing the issuance of the Bonds pursuant to the Loan Agreement, the Authority will make no warranty, either expressed or implied, that the proceeds of the Bonds will be sufficient to pay all costs of acquiring, constructing and equipping the Project, or that those facilities encompassed by the Project will be suitable for the Company's purposes or needs.

(f) The Bonds shall specifically provide that they are payable solely from the revenues derived from the Loan Agreement between the Authority and the Company or other agreements approved by the Authority, except to the extent payable out of amounts attributable to Bond proceeds. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit of the Authority, Marion County or of the State of Florida, and such fact shall be plainly stated on the face of the Bonds.

(g) Due to the tax exempt volume cap limitations established by the State of Florida on the issuance of tax exempt bonds, the Authority reserves the right, in its sole and absolute discretion, to determine if, in what amount, and when to file a Request for Allocation for the

Project with the State of Florida, Division of Bond Finance. Subject to the foregoing, at any time after receipt of this Memorandum of Agreement properly executed by the Company (but before the expiration date), the Authority may file with the State of Florida, Division of Bond Finance a Request for Allocation upon receipt from the Company of an executed request therefor in the form set forth herein. Nothing contained herein shall be deemed to be a guarantee of the tax-exempt private activity bond allocation for the Company's Project.

(h) The Company has advised the Authority of the need to proceed timely to develop the Project. In that regard, assuming that the proposed financing of the Project and other matters are ultimately worked out and acceptable to the Authority, including a satisfactory third-party credit underwriting review, the Authority is desirous of assisting the Company in the financing of the Project. Accordingly, the Authority is entering into this Memorandum of Agreement so as to assist the Company in obtaining its financing for the Project. However, it is specifically understood and agreed by the Authority and the Company that the Authority, in its sole discretion, reserves the right not to issue the Bonds if it does not ultimately approve the financing.

3. UNDERTAKINGS ON THE PART OF THE COMPANY. Subject to the terms hereof, the Company acknowledges and agrees as follows:

(a) Although the Authority has approved the proposed Project, it has reserved the right, in its sole and absolute discretion, to determine whether or not to proceed with the issuance of the Bonds as set forth in Section 2(h) above. The Company acknowledges, understands and agrees that the Authority retains said right.

(b) The Company has been advised that the State of Florida has adopted rules and regulations regarding the use of allocations and requires that an issuer issue its bonds in substantially the entire amount of the allocation within one hundred and fifty-five (155) days from the date of the granting of an allocation, unless it is extended under certain circumstances. The Company further acknowledges that the failure to timely actually issue bonds within a specified percentage of the allocation can result in the loss of the allocation and/or additional fees to be paid by the Authority. Accordingly, the Company shall be fully responsible for determining the size of the allocation to be requested, subject to the proviso that the request shall not be for a principal amount of Bonds which exceed the amounts set forth in paragraph 2(a).

(c) The Company will use reasonable efforts to ensure that the Bonds in the aggregate principal amount as stated above are timely sold; provided, however, that the terms of such Bonds and of the sale and delivery thereof shall be mutually satisfactory to the Authority and the Company.

(d) Prior to the issuance of the Bonds, in one or more series or issues from time to time as the Authority and the Company shall agree in writing, the Company will enter into a Loan Agreement with the Authority, the terms of which shall be mutually agreeable to the Authority and Company, providing for the loan or use of the proceeds of the Bonds to finance

the Project. Such agreement will provide that the Company will be obligated to pay the Authority (or pay to trustees for holders of the Bonds on behalf of the Authority, as the case may be) sums sufficient in the aggregate to enable the Authority to pay the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable, and all other expenses related to the issuance and delivery of the Bonds. The Company will agree in such documents that if the cost of acquisition and construction of the Project exceeds the amounts allocated therefor, it shall not be entitled to any reimbursement for any such excess either from the Authority, the Bondholders or the trustee for the Bondholders.

(e) The Company shall be responsible for and timely pay the deposit required by the Authority's Guidelines, the issuance fee in effect at the time the Bonds are issued and the fees and costs of Counsel to the Issuer and the fees and costs of Bond Counsel to the Issuer, plus such other fees and costs as may be required.

(f) The Company shall, in addition to paying the amount set forth in the Loan Agreement, pay all costs of operation, maintenance, taxes, governmental and other charges that may be assessed or levied against or with respect to the Project.

(g) The Company will hold the Authority free and harmless from any loss or damage and from any taxes or other charges levied or assessed by reason of any mortgaging or other disposition of the Project.

(h) The Company will take such further action as may be required to implement its aforesaid undertakings and as it may deem appropriate in pursuance thereof.

(i) All fees and costs that the Company is required to pay, including but not limited to, the issuance fee, and counsel fees and costs not paid at the time of application shall be paid in full at the time of the sale and delivery of the Bonds.

(j) The number of multi-family units to be constructed by the Company will not decrease more than five (5%) percent from the number of multi-family units that it represented that it would construct in its Application to the Authority that resulted in the issuance of the Inducement Resolution and this Memorandum of Agreement.

(k) There shall not have been a material change in the proposed Project as represented to the Authority by the Company in the Application that it filed with the Authority, including, but not limited to design, materials, type of construction materials, etc. without the prior written consent of the Authority.

(l) The closing of the sale of the Bonds shall occur on or before one hundred and fifty-five days from the date of the granting of an allocation, unless extended by the Authority at its sole and absolute discretion. In the event that the closing on the sale of the Bonds does not occur on or before said time, and the Authority chooses not to extend the closing date, the Company shall have no further rights under this Memorandum of Agreement. Further, in such

event, the Authority may apply for and use the tax-exempt volume allocation, if available, for the funding of such other multifamily housing projects or single-family housing as it deems best serves the interests of the residents of Marion County, Florida.

(m) The ownership and control of the Company and its principals shall not vary more than five (5%) percent from what has been represented in the Company's Application to the Authority without the prior written consent of the Authority.

(n) The Company and its principals shall have fully and timely complied with the terms of the Authority's Guidelines, including, but not limited to the timely payment of all fees and costs due to the Authority, its Counsel and its Bond Counsel.

(o) The Company and certain related parties or guarantors as determined by the Authority shall be required to enter into an environmental indemnity and certain other guaranties.

4. GENERAL PROVISIONS. All commitments of the Authority under Section 2 hereof and of the Company under Section 3 hereof are subject to the conditions that the following events shall have occurred not later than one hundred and fifty-five days from the date of receipt of an allocation, or such other date as shall be mutually satisfactory to the Authority and Company:

(a) The Authority shall be lawfully entitled to issue the Bonds as herein contemplated.

(b) The Authority and Company shall have agreed on mutually acceptable terms for the Bonds and the sale and delivery thereof and mutually acceptable terms and conditions of any trust instrument in respect thereto and Loan Agreement or other agreements incidental to the financing or referred to in Sections 2 and 3 hereof.

(c) Such other rulings, approvals, consents, certificates of compliance, opinions of counsel and other instruments and proceedings satisfactory to the Company and to the Authority as to such matters with respect to the Bonds, the Project, the Loan Agreement and any trust instrument, as shall be specified by the Company or the Authority, shall have been obtained from such governmental, as well as non-governmental, agencies and entities as may have or assert competence or jurisdiction over or interest in matters pertinent thereto and shall be in full force and effect at the time of issuance of the Bonds.

(d) The Company and the Authority each reserve the absolute right to unilaterally cancel this Memorandum of Agreement at any time prior to the time the Bonds are issued by the Authority upon written notice of cancellation.

(e) If the events set forth in this Section 4 do not take place within the time set forth or any extension thereof, or if the Company or the Authority exercises its rights of cancellation as set forth in this Section 4, the Company agrees that it will reimburse the Authority for all the

reasonable and necessary direct or indirect expenses which the Authority may incur at the Company's request arising from the execution of this Memorandum of Agreement, and the performance by the Authority of its obligations hereunder, including legal fees and expenses for counsel to the Authority and Bond Counsel. In addition, the Authority shall be entitled to keep all fees paid to it pursuant to the Authority's Program Guidelines.

(f) The Company acknowledges that the Authority may, during the time this Memorandum of Agreement is in effect, issue similar "inducement" agreements to other companies for other multifamily housing projects, and/or may issue bonds or participate jointly with other authorities to issue bonds for single family housing. This Memorandum of Agreement will create no priority or rights vis subsequent agreements for the issuance of multifamily or single-family housing bonds.

(g) The Authority shall have obtained the consent of the Marion County Board of County Commissioners as to the issuance of the Bonds. Further, the Authority shall have obtained private activity bond allocation sufficient to allow the issuance of the Bonds from the State of Florida, Division of Bond Finance.

5. BINDING EFFECT. All covenants and agreements herein contained by or on behalf of the Authority and the Company, shall bind and insure to the benefit of the respective successors and assigns of the Authority and the Company whether so expressed or not.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunder duly authorized as of the 21st day of May 2026.

HOUSING FINANCE AUTHORITY OF MARION COUNTY, FLORIDA

By: _____
Chairman

~~**FOREST SPRINGS APARTMENTS SAGE PARTNERS, LLC**, a Florida limited partnership~~

SPSH One, Ltd., a Florida limited partnership

By: SPSH One Partners, Ltd., a Florida limited partnership its General Partner

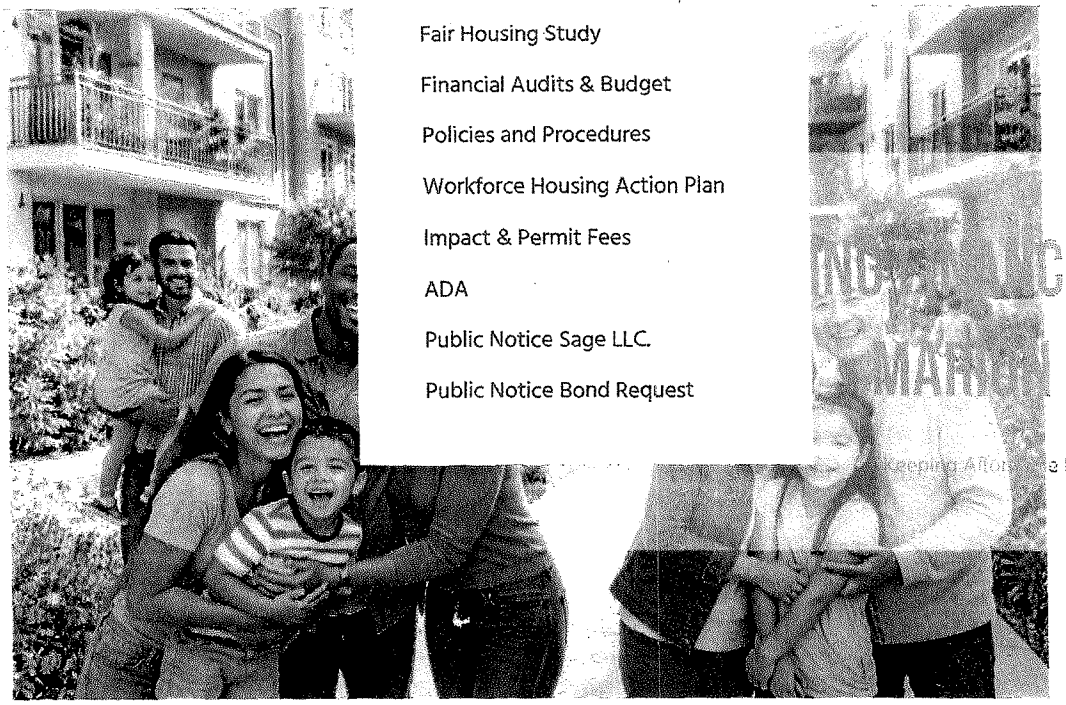
By: SPSH One Holdings, Inc , its General Partner

By: _____
Debra F. Koehler
President

HOUSING FINANCE AUTHORITY OF MARION COUNTY

HOME ABOUT RESOURCES DEVELOPERS TENANTS COMMUNITY LAND TRUST VETERANS

- Home Matters Report
- Board Minutes
- Fair Housing Study
- Financial Audits & Budget
- Policies and Procedures
- Workforce Housing Action Plan
- Impact & Permit Fees
- ADA
- Public Notice Sage LLC.
- Public Notice Bond Request

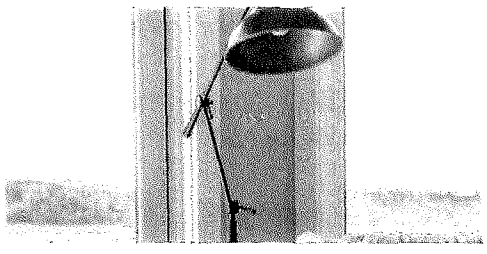


WHO WE ARE

The Housing Finance Authority of Marion County was formed on June 3, 1980 to unite both public and private entities to serve all areas within the county, as a
Chapter 159 Part IV of Florida Statutes. Our main goal as the HFA is to help families and individuals in Marion County by helping with affordable housing o

LEARN MORE





LINKS

Board Minutes

EXHIBIT C

PROOF OF TEFRA HEARING PUBLICATION

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Keith Fair
Housing Finance Authority
Pó Box 3102
Ocala FL 34478-3102

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

OCA Ocala Star-Banner 05/03/2026
OCA ocala.com 05/03/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/03/2026

Legal Clerk

Notary, State of WI, County of Brown

9-7-28

My commission expires

Publication Cost:	$176.02	
Tax Amount:	$0.00	
Payment Cost:	$176.02	
Order No:	12293689	# of Copies:
Customer No:	656279	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

Public Notice is hereby given that the Housing Finance Authority of Marion County, Florida (the "Authority") will conduct a public hearing on May 21, 2026, at 1:00 p.m., at the Marion County Senior Services Community Room 1101 SW 20th Ct, Ocala FL 34470, in accordance with the Tax Equity Fiscal Responsibility Act ("TEFRA") on the proposed issuance by the Authority of its Multi-Family Housing Revenue Bonds, Series 2025 in the aggregate principal amount of not to exceed $17,000,000.00 for purposes of financing the Project referenced below. The proceeds of such bonds will be used to finance the acquisition, construction, and equipping of the following Development located at the following location in Marion County, Florida:

Owner: SAGE Partners, LLC
Project Name: Forest Springs
Location: Parcel #23553-003-00/ SW 20th Ct.,
Ocala, Florida No. of Units:108 Senior Units
Aggregate principal amount of Tax-Exempt Bonds: not exceeding $17,000,000.00

If any member of the general public wishes to be heard at the hearing he or she may do so by appearing in person at the time and place set forth above or by submitting their views in writing delivered at least 24 hours prior to the date and time of the meeting set forth above to Keith J. Fair, Executive Director, Housing Finance Authority of Marion County, Florida at keithf@hfamc.org.

The purpose of the public hearing is to afford members of the general public an opportunity to be heard with respect to the proposed issuance of the Bonds by the Authority.

All interested parties are invited to attend and present their comments at the time and place set forth above.

IF ANY PERSON WISHES TO APPEAL ANY DECISION MADE BY THE AUTHORITY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

HOUSING FINANCE AUTHORITY OF MARION COUNTY, FLORIDA
12293689

RECEIVED
5.12.26

5/12/2026 Emailed to Samantha from Kaitlin

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23316 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.3.1.

SUBJECT:
Request Approval of the First Amendment of the Marion County Standard Professional Services Agreement Community Development Block Grant Program (CDBG-PS) with Marion County Sexual Assault Center, Inc. (Budget Impact - Neutral; not to exceed $75,950)

INITIATOR:
Cheryl Butler, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
On August 6, 2025, the Board approved the Fiscal Year 2025-26 Annual Action Plan for Community Services, which includes the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG). This Annual Action Plan aligns with the Fiscal Year 2024-28 Five-Year Consolidated Plan.

On October 7, 2025, The Board approved an agreement to provide The Marion County Sexual Assault Center with $100,000 of CDBG-PS grant. The funding supported victims who have experienced trauma of sexual assault. The program's primary goal is to reduce the incidence of sexual assault in Marion County while providing comprehensive support to victims to aid in their recovery.

The proposed amendment being presented for approval is to provide The Marion County Sexual Assault Center with an additional $75,950 of CDBG Public Service funding for expansion of their services to include domestic violence services.

BUDGET/IMPACT:
Neutral, not to exceed $75,950

RECOMMENDED ACTION:
Motion to authorize the Chairman and the Clerk to execute all necessary documentation associated with the first amendment to the grant agreement for the Marion County Sexual Assault Center.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Glancy (Last) Sean (First) (Dept) Community Services - 5220

(Title) Program Grant Manager (Phone) 352-671-8784

Signature _____ Date Friday, June 5, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☑ New Document ☑ Review & Comment ☐ RESUBMIT LRM No. _____
☑ Approve as to Form ☐ Other

Description of Request

Please review and approve the attached amendment for the current agreement between the County and the Marion County Sexual Assault Center. We are working to add an additional $75,950 to their current CDBG Public Service Agreement for expansion of the program.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 7, 2026

Agenda Deadline Date for **Legal:** Friday, June 5, 2026 Agenda Deadline Date for **Admin:** Thursday, June 18, 2026

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-460

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorney

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Marion County Attorney-WN at Jun 05, 2026

Attorney Signature: _____ Date 6/5/26

Staff Signature: _____ Completed Date: 6/5/26 Returned: ☐ Department ☐ Admin ☐ _____

Rev 11/22/2023

FIRST AMENDMENT TO MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-PS)

THIS FIRST AMENDMENT TO MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (Amendment), made and entered into by and between Marion County, a political subdivision of the State of Florida, (hereinafter called the COUNTY) and **Marion County Sexual Assault Center, Inc.**, a nonprofit corporation organized under the laws of the state of Florida, whose corporate address is 1121 SW 1st Avenue, Ocala, Florida 34471, FEIN # 93-4001138, (hereinafter called the SUBRECIPIENT).

W I T N E S S E T H:

WHEREAS, on or about October 7, 2025, the parties entered into a MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (Agreement) to provide wrap around services for Marion County citizens that experienced sexual assault by providing a crisis intervention hotline along with advocates to assist in crisis intervention and sexual violence (the "Project); and

WHEREAS, SUBRECIPIENT has requested, and COUNTY has agreed to grant additional funding to complete the Project; and

WHEREAS, the parties seek to enter into this Amendment to reflect this new understanding for additional funding of **SEVENTY-FIVE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS ($75,950.00)**; now therefore,

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both Parties, the Parties hereto do covenant and agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties confirm and agree that the above recitals are true and correct, and incorporate their terms and provisions herein for all purposes.

2. **INCLUSION OF ADDITIONAL INFORMATION REQUIRED BY 2 C.F.R. § 200.332.** The Agreement is hereby amended to include the following information in accordance with 2 C.F.R. § 200.332:
   A. The Subrecipient's name (must match the name associated with its unique entity identifier): **Marion County Sexual Assault Center, Inc.**
   B. The Subrecipient's unique entity identifier: **ZKP1LUD68KL1**.
   C. Federal Award Identification Number ("FAIN"): **B-25-UC-12-0019**
   D. Federal Award Date of the award to the County: **October 1, 2025**
   E. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **October 1, 2025,** and shall end on **September 30, 2026**, unless terminated earlier in accordance with the provisions of this Agreement.
   F. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on **October 1, 2025,** and shall end on **September 30, 2026**.

G. Amount of Federal Funds Obligated by this 1st Amendment to the Agreement by the County to the Subrecipient: **Seventy-Five Thousand Nine Hundred Fifty Dollars and Zero Cents ($75,000.00)**.

H. Total Amount of Federal Funds Obligated by the County to the Subrecipient, including the amounts in this Agreement: **One Hundred Seventy-Five Thousand Nine Hundred Fifty Dollars and Zero Cents ($175,950.00)**.

Title	Year	Amount	Project
Community Development Block Grant (CDBG)	2026	$100,000.00	
Community Development Block Grant (CDBG)	2026	$75,950.00	
TOTAL:		**$175,950.00**	

I. Total Amount of the Federal Award committed to the Subrecipient by the County: **One Hundred Seventy-Five Thousand Nine Hundred Fifty Dollars and Zero Cents ($175,950.00)**.

J. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): The Marion County Sexual Assault Center works with those who have experienced sexual assault. The Center will provide wrap around services to all victims of sexual assault and will bring community awareness and training to partnering agencies. The program will also provide crisis intervention hotline in addition to advocates that are trained in crisis intervention and sexual violence to be available for support.

K. Contact information:

- Name of Federal Awarding Agency and Contact Information: U.S. Department of Housing and Urban Development (HUD), 400 W. Bay Street, Suite 1015, Jacksonville, FL 32202
- Contact Information for the County: Cheryl Butler, Director, Marion County Community Services, 2710 East Silver Springs Blvd., Ocala, Florida 34470
- Contact Information for the Subrecipient: Betsy Webber, Executive Director, Marion County Sexual Assault Center, 1121 SW 1st Avenue, Ocala, FL 34471

L. Assistance Listing Number and Title:

#	Title	Year	Amount
14.218	Community Development Block Grant (CDBG)	2025	$50,000.00
	TOTAL:		**$50,000.00**

M. The amount made available under the Federal award and the Assistance Listings Number at the time of disbursement is: **One Hundred Seventy-Five Thousand Nine Hundred Fifty Dollars and Zero Cents ($175,950.00)**.

N. This sub-award is a program grant and not for Research and Development.

O. Indirect Cost Rate: (de minimis cost rate) maximum of 10% of direct costs if indicated in the budget.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment by their duly authorized officers on the date of the last signature below.

WITNESS:

Signature

Deborah Lambcke
Printed Name

Signature

Jeanelle Wade
Printed Name

MARION COUNTY SEXUAL ASSAULT CENTER, INC

By: Betsy Weber
Betsy Weber (Jun 11, 2026 10:55:41 EDT)

Printed Name: Betsy Weber

Title: Executive Director

Date: 06/11/2026

ATTEST:

By:_____

Gregory C. Harrell, Clerk of Court

Date: _____

MARION COUNTY, a political subdivision of the State of Florida

By: _____
Carl Zalak III, Chairman

Date: _____

For Use and Reliance of Marion County Only, Approved as to Form and Legal Sufficiency

Matthew G. Minter
County Attorney

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 10/13/2025 10:22:42 AM
FILE #: 2025136532 OR BK 8735 PGS 62-80
REC FEES: $163.00 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-PS)

THIS AGREEMENT, made and entered into by and between **Marion County, Florida,** a political subdivision of the State of Florida, (hereinafter called "COUNTY") and **Marion County Sexual Assault Center, Inc.,** whose address is 1121 SW 1st Avenue, Ocala, FL, 34471, FEIN # 93-4001138, a nonprofit corporation organized under the laws of the state of Florida, (hereinafter called "SUBRECIPIENT").

W I T N E S S E T H:

WHEREAS, Marion County's long-term Community Development goal is to develop viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of extremely low (30% of Area Median Income) to moderate-income (80% of Area Median Income), and/or presumed benefit; and

WHEREAS, the Board of County Commissioners approved Community Services 5-year 2024–2028 Consolidated Plan and Fiscal Year 2025-2026 Annual Action Plan for the Community Development Block Grant/Home Investment Partnerships Program funding furthering the County's Community Development goal; and

WHEREAS, Marion County is the recipient of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Marion County Community Services Department (Department) is lead agency for Marion County to administer the CDBG program on behalf of the County; and

WHEREAS, it is necessary for the COUNTY and the SUBRECIPIENT (individually "Party", collectively "Parties") to enter into an Agreement for the implementation of this activity; now

THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. **STANDARD TERMS**. The Parties mutually agree to abide by the Standard Terms, Scope of Services, Budget, HUD 24 CFR Part 570, and any applicable cross-cutting federal regulations which are attached to this agreement as set forth in Exhibit A, Exhibit B, and Exhibit C, with the exception of the following non-applicable sections:

   No exceptions are incorporated by reference and made a part of this Agreement.

   The Standard Terms are subject to change if and when the National and/or State orders, including notices from the HUD.

2. **FUNDING.** The Parties mutually agree to abide by the Funding and Scope of Work attached hereto as ***Exhibit B*** and income qualifications as outlined in ***Exhibit C***. COUNTY agrees to pay on SUBRECIPIENT'S behalf for the Project's allowable costs, not to exceed **One Hundred Thousand**

Dollars and Zero Cents ($100,000.00) as detailed in ***Exhibit B***. The total amount of funds that have been obligated to the SUBRECIPIENT by COUNTY is $100,000.00, which does not include any closed projects.

3. INFORMATION REQUIRED BY 2 C.F.R. § 200.332.

A. The SUBRECIPIENT'S name: **Marion County Sexual Assault Center, Inc.**

B. The SUBRECIPIENT'S unique entity identifier: **ZKP1LUD68KL1**

C. Federal Award Identification Number ("FAIN"): **B-25-UC-12-0019**

D. Federal Award Date of the award to the County: October 1, 2025

E. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **October 1, 2025,** and shall end on **September 30, 2026**, unless terminated earlier in accordance with the provisions of this Agreement.

F. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on **October 1, 2025,** and shall end on **September 30, 2026**.

G. Amount of Federal Funds Obligated by this Agreement by the COUNTY to the SUBRECIPIENT: **One Hundred Thousand Dollars and Zero Cents ($100,000.00)**.

H. Total Amount of Federal Funds Obligated by the COUNTY to the SUBRECIPIENT, including the amounts in this Agreement: **One Hundred Thousand Dollars and Zero Cents ($100,000.00)**.

I. Total Amount of the Federal Award committed to the SUBRECEPIENT by the County: **One Hundred Thousand Dollars and Zero Cents ($100,000.00)**.

J. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): The Marion County Sexual Assault Center matches the Community Funding Priority of working with those who have experienced sexual assault. The Center will provide wrap around services to all victims of sexual assault and will bring community awareness and training to partnering agencies. The program will also provide crisis intervention hotline in addition to advocates that are trained in crisis intervention and sexual violence to be available for support.

K. Contact information:

- Name of Federal Awarding Agency and Contact Information: U.S. Department of Housing and Urban Development (HUD), 400 W. Bay Street, Suite 1015, Jacksonville, FL 32202
- Contact Information for the County: Cheryl Butler, Director, Marion County Community Services, 2710 E. Silver Springs Blvd., Ocala, Florida 34470
- Contact Information for the Subrecipient: Betsy Weber, Executive Director, Marion County Sexual Assault Center, Inc, 1121 SW 1st Avenue, Ocala, FL, 34471

L. Assistance Listing Number and Title: 14.218, CDBG

Grant Type:	Year:	Amount:	ALN #:	Notes:
N/A				
	Total:			

M. This sub-award is a program grant and not for Research and Development.

N. Indirect Cost Rate: (de minimis cost rate) maximum of 10% of direct costs if indicated in the budget.

4. **SERVICES AND PERFORMANCE:** The parties mutually agree to furnish, each to the other, the respective services, information, and items as detailed in **Exhibits A, and B,** and to follow income qualifications as detailed in **Exhibit C.**

5. **TERM.** Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through **twelve (12) months** from the date of the completion of the required environmental review, and execution of this Agreement, whichever occurs later. The term of performance under this Agreement for the services shall commence upon execution of this Agreement.

6. **INSURANCE.** SUBRECIPIENT will maintain general liability insurance as set forth in Section 5 of ***Exhibit A***.

7. **SEVERABILITY.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

8. **MISCELLANEOUS.**
   A. This project must comply with the compliance requirements as outlined and in accordance with 24 CFR § 570 and 2 CFR § 200, including the applicable uniform requirements as described in 24 CFR § 570.502.
   B. Reference in this Agreement to Director shall mean the Department of Community Services Director.
   C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Exhibit A – Standard Terms
Exhibit B – Funding & Scope of Work and Budget
Exhibit C – Income Limit Chart

(Remainder of page intentionally left blank. Signature page follows)

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized officers on the day, month, and year set forth above.

ATTEST:

Gregory C. Harrell, Clerk — Date: 10/7/2025

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Kathy Bryant, Chairman — Date: 10/7/2025

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Matthew Minter, Marion County Attorney — Date: 9/5/25

WITNESS:

Witness Signature — Date: 9/15/25

Print Name: R. L. E. Fletcher Jr

Witness Address: 270 E SS Blvd Ocala FL 34470

MARION COUNTY SEXUAL ASSUALT CENTER, INC

By: Sara Lambert

Print Name: Sara Lambert

Title: President

Date: 9/18/25

Witness Signature — Date

Print Name

Witness Address

EXHIBIT A

STANDARD TERMS
PUBLIC SERVICE PROJECTS

1. SERVICES AND PERFORMANCE

A. SUBRECIPIENT, in a manner satisfactory to COUNTY, shall carry out or cause to be carried out all services described or referred to in ***Exhibit B,*** which is attached hereto and made a part of hereof. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of SUBRECIPIENT.

B. Households assisted under this Agreement must live within the jurisdiction of Marion County

C. In accordance with 24 CFR § 570.506 (b) (Check applicable terms)

( ) A client assessment is required to verify eligibility according to the income guidelines (***Exhibit C*** hereto). The method of determining eligibility will be agreed upon mutually with final approval of the method resting upon COUNTY. See attached Self-certification form.

(X) The clientele served are all presumed benefit categories as to low and moderate-income status. SUBRECIPIENT will be responsible for verifying that all clientele served are in this presumed benefit category.

D. SUBRECIPIENT will be responsible for obtaining demographic data on individuals assisted, including; racial/ethnic status and residency status.

E. Documentation of eligibility, services provided, income level, and demographic data of participants will be maintained by SUBRECIPIENT to support reimbursement requests.

F. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to this Agreement will be considered to include any Supplemental Agreement.

G. In the performance of professional services, SUBRECIPEINT will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.

H. The timely performance and completion of the Project is vitally important to the interest of COUNTY. SUBRECIPIENT agrees to provide scheduled progress reports in a format acceptable to COUNTY and at intervals established by COUNTY. COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by SUBRECIPIENT and of the details thereof. Coordination will be maintained by SUBRECIPIENT with representatives of COUNTY, or of other agencies interested in the Project on behalf of COUNTY. Either Party to this Agreement may request and be granted a conference.

I. All services will be performed by SUBRECIPIENT to the satisfaction of the Director who will decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions, and disputes will be final and binding upon the parties hereto.

J. SUBRECIPIENT shall perform all services under this Agreement as an Independent Contractor and not as an employee or agent of COUNTY. SUBRECIPIENT shall be solely responsible for the manner, means, and methods utilized by SUBRECIPIENT to perform such services.

2. MONITORING, RECORD RETENTION AND REPORTING

A. COUNTY shall have the right to monitor and evaluate all aspects of the Project activities carried out by SUBRECIPIENT. Such evaluation will be affected by the submission of reports and information by SUBRECIPIENT and by monitoring by the Department.

B. SUBRECIPIENT shall maintain all records required by the HUD regulations according to 24 CFR § 570.502, § 570.503(b)(2), and § 570.506.

C. All records pertaining to this Agreement, including but not limited to financial, statistical, property, and programmatic records shall be retained for five (5) years from ending date of COUNTY's fiscal year (October 1 through September 30) in which this Agreement is paid in full, expired, or terminated, whichever is later. All records, however, that are subject to audit findings shall be retained for three (3) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida.

D. SUBRECIPIENT shall at any time during normal business hours and as often as COUNTY and/or Comptroller General of the United States and/or HUD and/or any of their duly authorized representatives may deem necessary make available for examination all of SUBRECIPIENT 's records, books, documents, papers and data with respect to all matters covered by this Agreement and shall permit COUNTY and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this Agreement.

E. SUBRECIPIENT shall provide COUNTY, in a form prescribed by COUNTY, monthly reports summarizing progress towards Outcome Performance Measures, timetables, eligibility, demographic and financial information including evidence of budgeting for program funds once this Agreement has ended, for monitoring and evaluating all aspects of Project activities. The format prescribed shall be in conformance with HUD reporting requirements and COUNTY reporting procedures.

F. Public Records.

1. IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR 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

2. If, under this Agreement, SUBRECIPIENT is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), under Florida Statutes, SUBRECIPIENT shall:

   a. Keep and maintain public records required by COUNTY to perform the Project;

   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 SUBRECIPIENT 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 SUBRECIPIENT or keep and maintain public records required by COUNTY to perform this Project. If SUBRECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, SUBRECIPIENT 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.

G. If SUBRECIPIENT fails to provide requested public records to COUNTY within a reasonable time, COUNTY may immediately terminate this Agreement and SUBRECIPIENT may be subject to penalties under Section 119.10, Florida Statutes.

3. TERMINATION

A. In accordance with 2 CFR § 200.339, and § 200.340, COUNTY may suspend, withhold payments, or terminate this Agreement and all payment to SUBRECIPIENT in whole or in part for cause upon seven (7) calendar days' notice in writing to SUBRECIPIENT. Cause, which shall be determined by COUNTY, includes but is not limited to a) improper use of Project funds, b) failure to comply with the terms and conditions of this Agreement, c) refusal to accept conditions imposed by HUD pertaining to activities covered by this Agreement, d) submittal to COUNTY of documentation which is incorrect or incomplete in any material respect, or e) changes in Federal or State law or the availability of grant funds as identified in Section 4 of this Agreement, which render the project impossible or infeasible.

B. In the event of default, lack of compliance, or failure to perform on the part of SUBRECIPIENT, COUNTY reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to, requesting additional information from SUBRECIPIENT to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising the SUBRECIPIENT of deficiency and advising SUBRECIPIENT that more serious sanctions

may be taken if situation is not remedied; advise SUBRECIPIENT to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise SUBRECIPIENT to reimburse COUNTY for amount of costs incurred for any items determined ineligible.

C. In the event of a natural disaster, this Agreement may be suspended or terminated and funds transferred to recovery activities as determined by COUNTY. Funds subject to this provision shall be those that are not contractually committed for construction, design, or other such third-party private vendors.

D. In accordance with 2 CFR 200, this Agreement may be terminated in whole or in part for convenience by either party upon written notification to the other and with the written consent of the other. Termination for convenience shall not apply to provisions in this Agreement that require compliance with laws, regulations, or ordinances, records retention, or to the provision of service to low-to-moderate income persons or other specified beneficiaries.

4. FUNDING

A. COUNTY, through the Department, shall pay SUBRECIPIENT for allowable costs, determined by COUNTY, in an amount not to exceed **One Hundred Thousand Dollars and Zero Cents ($100,000.00)** for services performed under the terms of this Agreement and detailed in ***Exhibit B***. In the event Project costs exceed the stated amount, SUBRECIPIENT shall be responsible for excess.

B. Invoices that have been submitted to SUBRECIPIENT shall be paid directly by SUBRECIPIENT and COUNTY shall reimburse SUBRECIPIENT for all eligible costs. Payment shall be limited to items in ***Exhibit B***.

C. SUBRECIPIENT shall submit Reimbursement/Payment requests to the Department using the following guidelines:

1. SUBRECIPIENT shall submit supporting documentation monthly with each request for reimbursement/payment for actual costs incurred by SUBRECIPIENT in carrying out the Project as described in ***Exhibit B*** hereto. COUNTY, through the Department, will render approval or disapproval of services within five (5) working days of the receipt of the request for reimbursement/payment unless otherwise stated in this Agreement. A "Request for Reimbursement/Payment" form will be provided to SUBRECIPIENT by the Department.

2. In the event SUBRECIPIENT fails to submit adequate supporting documentation with each request for reimbursement/payment as required by COUNTY, COUNTY through the Department may disapprove the request.

D. Within thirty (30) days after completion of all services to be performed by it, SUBRECIPIENT shall render a final and complete statement to COUNTY of all costs and charges for services not previously invoiced. COUNTY shall not be responsible for payments of any charges, claims, or demands of SUBRECIPIENT not received within said thirty (30) day period; however, such time may be extended in COUNTY's discretion not to exceed a period of ninety (90) days, provided the delay in its submission is not occasioned by any fault or negligence of SUBRECIPIENT.

E. The source of funding from COUNTY for payment of services performed under this Agreement are grants provided to COUNTY by HUD. SUBRECIPIENT agrees that in the event that any grant is reduced or withheld by HUD, COUNTY shall not be liable for payment of contracted services

remaining unfunded by said reduced or withheld grant. In the event that HUD determines that SUBRECIPIENT has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this Agreement, SUBRECIPIENT shall provide said reimbursement from non-federal sources within ten (10) days of said notice from COUNTY.

F. COUNTY, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of COUNTY Commissioners, Marion County, Florida.

5. INDEMNITY AND INSURANCE

A. SUBRECIPIENT will indemnify, defend, and hold harmless COUNTY and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by SUBRECIPIENT, its agents, employees, or sub-contractors during the performance of this Agreement, except that neither SUBRECIPIENT, its agents, employees nor any of its sub-contractors will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by COUNTY or any of its officers, agents or employees during the performance of this Agreement.

B. As applicable, 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. COUNTY shall be notified if any policy limit has eroded to one-half its annual aggregate. SUBRECIPIENT shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the worker's compensation and professional liability policies. The Community Services Director should be shown as the Certificate Holder, and the Certificate should provide for thirty (30) day cancellation notice to that address with policies for the following:

1. **Worker's Compensation** shall be purchased and maintained by SUBRECIPIENT with statutory limits as required by law, and employer's liability limits of at least $1,000,000 each accident and $1,000,000 each employee and $1,000,000 policy limit for disease. Unless an Exemption has been approved within the provisions of Florida Statute 440 and provided to COUNTY.

2. **General Liability** with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. The policy must be maintained by SUBRECIPIENT for the duration of the Project. If the policy is written on a claim-made basis, SUBRECIPIENT must maintain the policy for a minimum of five (5) years following completion of the Project. "Marion County Board of County Commissioners" must be shown as additional insured.

C. These insurance requirements shall not relieve or limit the liability of SUBRECIPIENT. COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect SUBRECIPIENT 's interests or liabilities, but are merely minimums. No insurance is

provided by COUNTY under this Agreement to cover SUBRECIPIENT.

D. Insurance required of SUBRECIPIENT or any other insurance of SUBRECIPIENT shall be considered primary, and insurance or self-insurance of COUNTY shall be considered excess, as may be applicable to claims against COUNTY which arise out of this Agreement. No work shall be commenced under this Agreement until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

6. COMPLIANCE WITH LAWS

A. The Community Development Administrator will be available to SUBRECIPIENT to provide technical guidance on CDBG requirements.

B. SUBRECIPIENT, or any sub-contractor, shall not exclude from participation in, deny benefits to, or otherwise discriminate against any person on the grounds of race, color, religion, sex, familial status, national origin, age, or disability in the performance of work under this Agreement.

C. SUBRECIPIENT will comply with applicable Uniform Administrative Requirements as described in 24 CFR § 570.502 and 2 CFR Part 200 and will carry out the Project in compliance with all federal laws and regulations described in Subpart C and Subpart K of the CDBG regulations, incorporated herein by reference. Further, SUBRECIPIENT will comply with all terms of this Agreement and COUNTY requirements. Since COUNTY is responsible for its CDBG program, SUBRECIPIENT will provide Department with the opportunity to review all plans, contracts, and other pertinent documentation prior to the commitment of funds in order to confirm compliance with the above federal and local requirements.

D. SUBRECIPIENT warrants that SUBRECIPIENT has not employed or retained any company or person, other than a bona fide employee working solely for SUBRECIPIENT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however, denoted. For the breach or violation of this paragraph, COUNTY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

E. Certification of Anti-Lobbying: SUBRECIPIENT certifies and discloses that, to the best of the Sub-recipient's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and that

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan,

or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

F. SUBRECIPIENT agrees that any news release, article, public service announcement or advertisement, or any other type of publicity pertaining to this Project (program literature, brochures, and letterhead) must recognize Marion County Board of County Commissioners and the U.S. Department of Housing and Urban Development Community Development Block Grant as providing funds for this Project.

G. 2 CFR § 200.323. SUBRECIPIENT must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

H. 2 CFR § 200.216. Funds under this agreement may not be used to procure or obtain certain telecommunications and video surveillance services or equipment as detailed in 2 CFR § 200.216.

I. Domestic preferences for procurements. 2 CFR § 200.322. As appropriate and to the extent consistent with law, SUBRECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

J. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.

K. SUBRECIPIENT shall not use grant funds to promote "gender ideology", as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

L. SUBRECIPIENT agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

M. SUBRECIPIENT certifies that it does not operate any programs promoting diversity, equity and inclusion that violate any applicable Federal anti-discrimination laws.

N. SUBRECIPIENT shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment, and

O. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

P. SUBRECIPIENT must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under

Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

Q. SUBRECIPIENT understands that no state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

R. SUBRECIPIENT shall be subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

S. SUBRECIPIENT understands that HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model. As stated in Section III(A)(2) of the NOFO or any FRA, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

7. OTHER REQUIREMENTS

A. Although no program income is anticipated as a result of this Project, any such income received by SUBRECIPIENT is to be returned to COUNTY within ten (10) days of receipt of such funds. Upon completion of the Project, SUBRECIPIENT shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.

B. SUBRECIPIENT shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement nor enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to COUNTY and without the prior written approval of COUNTY of the proposed subcontract. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be SUBRECIPIENT's responsibility to ensure that all requirements are included in said subcontracts and all subcontractors and subrecipients abide by said requirements.

C. No forbearance on the part of either Party shall constitute a waiver of any item requiring performance by the other Party hereunder. A waiver by one Party of the other Party's performance shall not constitute a waiver of any subsequent performance required by such other Party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both Parties.

D. No employee, agent, consultant, officer or elected official or appointed official of the SUBRECIPIENT who exercises or has exercised any function or responsibility with respect to CDBG activities assisted under or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG assisted activity or with respect to the proceeds of the CDBG assisted activity, either for themselves or those with whom they have a family or business ties, during their tenure or for one (1) year thereafter.

E. SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR § 570.200 (j) and 24 CFR § 5.109, such as worship, religious instruction, or proselytization.

F. SUBRECIPIENT, as a condition of being awarded, must certify that they will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 2 CFR Part 200.

8. MISCELLANEOUS

A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.

B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.

C. In the event that HUD Regulations regarding SUBRECIPIENT should be amended or changed, COUNTY shall amend this Agreement to comply with such changes. COUNTY will give written notice to SUBRECIPIENT of any such changes.

D. There are no understandings or agreements except as herein expressly stated.

E. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

F. In any legal action related to this Agreement, instituted by either party, SUBRECIPIENT hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded-on conveniences. Any such legal action may be brought in the appropriate Court in any COUNTY chosen by COUNTY and in the event that any such legal action is filed by SUBRECIPIENT, SUBRECIPIENT hereby consents to the transfer of venue to the COUNTY chosen by COUNTY upon COUNTY filing a motion requesting the same.

G. SUBRECIPIENT certifies they are in compliance with Appendix II, 2 CFR 200 (H) and not listed on the governmentwide exclusions in the System for Award Management (SAM) regarding "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

9. ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.

A. The Civil Rights Restoration Act of 1987 provides that the provisions of the following assurances apply to all of the operations of the SUBRECIPIENT'S program(s) and activity(ies), so long as any portion of the SUBRECIPIENT'S program(s) or activity(ies) is federally assisted:

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights

Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assigns to comply with the above assurances and agrees to incorporate the following language in every contract or agreement subject to Title VI of the Civil Rights Act of 1964 and its regulations between SUBRECIPIENT and SUBRECIPIENT's sub-grantees, contractors, subcontractors, successors, transferees and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this

assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.

B. Cooperation. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by COUNTY or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The SUBRECIPIENT shall comply with information requests, on-site compliance reviews, and reporting requirements.

EXHIBIT B

FUNDING, SCOPE OF WORK and BUDGET

SUBRECIPIENT: Marion County Sexual Assault Center, Inc.

PROJECT: Program Expansion on Preventing Sexual Assault

The Marion County Sexual Assault Center has become the primary provider for adult sexual assault victim services for Marion County as these services are currently being provided for by an out-of-county entity. The Center will provide wrap around services to all adult victims of sexual assault and will bring community awareness and training to partnering agencies. The program will also provide crisis intervention hotline in addition to advocates that are trained in crisis intervention and sexual violence to be available for support.

This Project qualifies as a CDBG Public Services Project.

Approved Grant Budget:

CDBG funding will be provided up to a maximum of **One Hundred Thousand Dollars and Zero Cents ($100,000.00).** Any additional costs or overages incurred by SUBRECIPIENT over the maximum grant award shall be the responsibility of SUBRECIPIENT.

Reporting Schedule:

As soon as services commence, SUBRECIPIENT will be responsible for monthly reporting of demographic data on clients served for a period of twelve (12) months. COUNTY shall provide the pertinent form to SUBRECIPIENT. SUBRECIPIENT shall submit monthly financial reports indicating positive budget funding to cover this position once this Agreement ends. SUBRECIPIENT shall submit monthly achievement reports on the Outcome Performance Measures.

Monitoring:

County's Community Services Department will monitor all stages of the Project to ensure compliance with all Federal/HUD regulations and County guidelines.

1. Within the first three (3) months after the ending date of the Project, COUNTY will perform monitoring of SUBRECIPIENT to ensure that SUBRECIPIENT is maintaining all records in a satisfactory manner.

2. Twelve (12) months after the ending date of the Project, COUNTY will perform a monitoring of SUBRECIPIENT to ensure compliance of client files, financial records, and demographic data reporting.

Scope of Work and Budget:

CDBG funds budget:

Task	Budgeted Amount	Notes
Salaries	$75,000.00	Case Manager, Therapist, Etc
Outreach for SAC program	$10,000.00	Training, Materials, Kits
Equipment, Supplies, Admin	$15,000.00	
TOTAL	**$100,000.00**	

Non-CDBG funds match provided by SUBRECIPIENT:

Task	Budgeted Amount	Notes
Contributions	$10,005.00	
In-kind Donations	$115,000.00	
Other Grants	$353,175.00	
TOTAL:	**$478,180.00**	

Outcome Performance Measures

1. Provide 24-hour crisis intervention services to sexual assault victims, maintain 2 on-going support groups for sexual assault victims, and maintain quarterly community outreach events.

2. Provide information and referrals to other agencies to enhance their ability to navigate through their trauma and/or educate themselves according to their need.

EXHIBIT C

CHART OF INCOME REQUIREMENTS

MARION COUNTY, FLORIDA INCOME LIMITS ADJUSTED TO FAMILY SIZE 2025			
Median Income: $76,200 Household Size	30%	50%	80%
1 PERSON	$16,250.00	$27,000.00	$43,200.00
2 PERSON	$18,550.00	$30,850.00	$49,400.00
3 PERSON	$20,850.00	$34,700.00	$55,550.00
4 PERSON	$23,150.00	$38,550.00	$61,700.00
5 PERSON	$25,050.00	$41,650.00	$66,650.00
6 PERSON	$26,900.00	$44,750.00	$71,600.00
7 PERSON	$28,750.00	$47,850.00	$76,550.00
8 PERSON	$30,600.00	$50,900.00	$81,450.00
HUD			HUD eff. 6/1/25

EXHIBIT C

MARION COUNTY COMMUNITY SERVICES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SELF-CERTIFICATION FORM FOR 2025

Information on annual family income is required to determine client eligibility for public services funded by Marion County through the Community Development Block Grant (CDBG) program. Each client must indicate the number of persons in their family and indicate whether total annual family income exceeds or falls below the listed figure for appropriate size family by indicating a checkmark in the boxes below. Information provided is subject to verification by the agency providing services, the U.S. Department of Housing and Urban Development (HUD), and/or Marion County.

NOTE: "Income" is the total annual income of all family members as of the date that federal-funded assistance is provided. Additional expected sources of income and the amount expected during the period of federal assistance must be included in this calculation of annual family income. All income for all persons in the family **must** be included in calculating family income whether or not the family member receives assistance.

2025 CDBG Income Guidelines – Circle the appropriate box:

Family Size	Group 1 - 30%	Group 2 - 50%	Group 3 - 80%
1 Person	$0 - $16,250	$16,251 - $27,000	$27,001 - $43,200
2 Person	$0 - $18,550	$18,551 - $30,850	$30,851 - $49,400
3 Person	$0 - $20,850	$20,851 - $34,700	$34,701 - $55,550
4 Person	$0 - $23,150	$23,151 - $38,550	$38,551 - $61,700
5 Person	$0 - $25,050	$25,051 - $41,650	$41,651 - $66,650
6 Person	$0 - $26,900	$26,901 - $44,750	$44,751 - $71,600
7 Person	$0 - $28,750	$28,751 - $47,850	$47,851 - $76,550
8 Person	$0 - $30,600	$30,601 - $50,900	$50,901 - $81,450

Presumed Low- and Moderate-Income Persons:

In some cases, a funded program may generally presume that an individual meets the federal income requirements because the funded activity exclusively serve a group of persons in any one or a combination of the following 6 categories. If using this method to certify eligibility, a client must check the box next to the category of which they are a member:

"Severely disabled" Adult		Persons Living with AIDS	
Elderly Persons (62 and older)		Illiterate Adults	
Battered Spouse		Migrant Farm Workers	

Race (check one of the following 10 categories):

American Indian or Alaska Native		American Indian or Alaskan Native and White	
Asian		Asian and White	
Black or African American		Black/African American and White	
Native Hawaiian or Other Pacific Islander		American Indian/Alaskan Native and Black/African-American	
White		Balance / Other	

Ethnicity (check one):

Hispanic /Latino	
Not Hispanic / Latino	

I certify that the information provided on this form is accurate and complete and that I am a resident of Marion County. I further acknowledge that eligibility for services funded through the CDBG program is based upon having a qualifying annual family income level or belonging to a group that is presumed to be low- or moderate-income and that the income levels and/or status I have indicated in this self-certification may be subject to further verification by the agency providing services, Marion County and/or HUD.

I, therefore, authorize such verification and will provide supporting documents if requested. WARNING: Section 1001 of Title 18 of the United States Code makes it a criminal offense to make false statements or misrepresentations to any Department or Agency of the United States as to matters within its jurisdiction.

Applicant's Name (Please Print): _____

Applicant's Signature: _____ Date: _____
(Signature of a parent or guardian person to receive services is a minor)

Applicant's Address: _____ Date: _____

Agency Staff Name (Please Print): _____ Date: _____

Agency Staff Signature: _____ Date: _____

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23315 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.4.1.

SUBJECT:
Request Approval of Bid Award: 26B-083 Golden Holiday WWTP and WTP Decommissioning and Lift Station and Force Main Installation - U.S Water Services Corporation, New Port Richey, FL (Budget Impact - Neutral; expenditure of $817,491)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Marion County Utilities (MCU), Procurement advertised a bid seeking qualified and experienced contractors for the abandonment and demolition of the existing Golden Holiday Wastewater Treatment Facility and two Water Treatment Plants (Water Treatment Plant No. 1 and Water Treatment Plant No. 2), construction of a new lift station, installation of a new 3-inch force main, and a small section of 2-inch water main.

This work is necessary to implement the previously approved Interlocal Agreement between Marion County and the City of Ocala for utility services at Golden Holiday Mobile Home Park, enabling the transition from onsite water and wastewater treatment facilities to the City's potable water and wastewater systems.

Five (5) submittals were received; the tabulation is listed below:

Vendor - *Location*	Bid
U.S. Water Services Corporation - *New Port Richey, FL*	$817,491.00
Marion Rock LLC - *Ocala, FL*	$975,245.00
Commercial Industrial Corp - *Ocala, FL*	$1,012,491.60
T & C Underground Inc. - *Ocala, FL*	$1,115,925.00
CWA Environmental Services LLC - *St. Petersburg, FL*	$1,247,136.85

MCU staff recommends U.S. Water Services Corporation (US Water) receive the award as the lowest, most responsive, and most responsible bidder.

An additional allowance of $30,000, is included for costs charged by the City of Ocala for the installation of electrical service from U.S. 27. The City of Ocala will also install conductors within the conduit and set the transformer. This allowance will be reimbursed at cost through a change order to US Water upon receipt of the invoices from the City of Ocala. Any costs exceeding the allocated $30,000, allowance will be presented to the Board for approval.

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

BUDGET/IMPACT:
Neutral; expenditure of $817,491. An additional allowance of $30,000 is allocated for City of Ocala electric installation, up to 10% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from
ZF448536 - 563102 UTC000137D = $169,900.00
ZF448536 - 563102 UTC000139D = $208,692.80
ZF448536 - 563102 UTC000138 = $438,898.20

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue a contract and upon approval by Legal, authorize the Chairman and Clerk to execute the contract under 26B-083.

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 **U.S. Water Services Corporation**, located at 4939 Cross Bayou Boulevard,, New Port Richey, FL 34652, possessing FEIN# 20-0008821, (hereinafter referred to as the "CONTRACTOR") under seal for **Golden Holiday WWTP and WTP Decommissioning and Lift Station and Force Main Installation** (hereinafter referred to as the "Project"). COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

SECTION 1
THIS AGREEMENT AND THE CONTRACT DOCUMENTS

A. EFFECTIVE DATE

The agreement between COUNTY and CONTRACTOR, of which this Agreement is a part, consists of the Contract Documents defined herein. This Agreement shall be effective on the last signature date set forth below.

B. THE CONTRACT DOCUMENTS

1. The Contract Documents are defined as this Agreement with all its special terms and conditions, if any, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid # 26B-083 - Golden Holiday WWTP and WTP Decommissioning and Lift Station and Force Main Installation, 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 **Eight Hundred Seventeen Thousand, Four Hundred Ninety-One dollars 00/100 ($817,491.00) based on unit pricing set forth in the Schedule of Values, Exhibit A, hereto,** (the "Price"). An additional allowance of $30,000 for City of Ocala cost of installation of electric from US 27 including conductors and setting the transformer, has been set aside and is payable via change order, at actual cost with no markup, with City of Ocala invoices included in the request for payment. The Price shall not be modified except by Change Order as provided in this Agreement.

E. NO PRIVITY WITH OTHERS

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Nothing contained in the Contract Documents shall create or be interpreted to create privity or any other contractual agreement between COUNTY and any other person or entity other than CONTRACTOR.

F. INTENT AND INTERPRETATION

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.”

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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 26B-083 Golden Holiday WWTP and WTP Decommissioning and Lift Station and Force Main Installation, 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 210 Calendar Days from the Notice to Proceed 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

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schedule for performing the Work. The schedule shall be within the Time allotted for this Project and shall include tentative dates of performance. Time shall begin from the Start Date noted on the Notice to Proceed.

3. Beginning on the first calendar day after scheduled Substantial Completion, liquidated damages shall accrue at **$500 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 30 days after substantial completion, or **30 Calendar Days** from the start date noted on the Notice to Proceed.

B. Certificate for Payment.

When all of the Work is 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 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 **$500** 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 to CONTRACTOR, an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays, if any. When CONTRACTOR overcomes the delay in achieving Final Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

D. Final Payment.

CONTRACTOR shall not be entitled to final payment until this Agreement is closed out requiring completion by CONTRACTOR and acceptance by COUNTY of the Work and all corrected Punch List Items; Final Inspection completed; and COUNTY's receipt of the following: CONTRACTOR's final Application for Payment requesting release of retainage (if any); CONTRACTOR's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which COUNTY, or COUNTY's property might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP

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Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

SECTION 6
INSURANCE

A. No Waiver.

Neither approval by COUNTY, nor failure to disapprove by COUNTY, the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for the performance of any obligation, including CONTRACTOR's indemnification of COUNTY under this Agreement.

B. Insurance.

Until Project completion and all Work accepted by COUNTY, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

1. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**
   Coverage to apply for all employees at STATUTORY Limits in compliance with applicable State and Federal laws.
   - Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
   - CONTRACTOR, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
   - COUNTY requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.
2. **COMMERCIAL GENERAL LIABILITY**
   Coverage must be afforded under a Commercial General Liability policy with limits not less than
   - $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
   - $2,000,000 each occurrence for Products and Completed Operations
3. **BUSINESS AUTOMOBILE LIABILITY**
   Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.
   - In the event CONTRACTOR does not own vehicles, CONTRACTOR shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

SECTION 7
RETAINAGE

A. Retainage amounts for construction services shall be in accordance with Section 218.735, F.S.

B. For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

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C. This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. Retainage shall be retained until final payment is issued to CONTRACTOR by COUNTY.

SECTION 8
PAYMENT OF THE AGREEMENT PRICE

A. PAYMENT PROCEDURE

COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

1. Application for Payment.

a. When; Frequency.
After commencement of the Work, and in no event more than once per calendar month, CONTRACTOR shall submit an Application for Payment.

b. Requirements. Each Application for Payment must be:

1) For the current work period ending the last working day of the month;

2) Received by the Architect and/or Engineer no later than the first calendar day of the following month; and

3) In such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require.

4) Executed on behalf of CONTRACTOR by its Superintendent designated in Section "16(O)(2)" below.

c. Include; Exclude. The Application for Payment may request payment for:

1) That portion of the Agreement Price properly allocable to Agreement requirements including duly provided, labor, materials and equipment correctly incorporated in the Work;

2) Plus, that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work; and

3) Less, the total amount of previous payments received from COUNTY.

2. Warranties.

a. As to Title. CONTRACTOR warrants that:

1) Title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment; and

2) All Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

b. As to the Work. In its Application for Payment, CONTRACTOR warrants that:

1) The Work has progressed to the level for which payment is requested in accordance with the Schedule of Values **(Exhibit A)**;

2) The Work has been properly installed or performed in full accordance with this Agreement; and

3) CONTRACTOR knows of no reason why payment should not be made as requested.

3. Review.

Thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity

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and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

4. **Certificate for Payment.** When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR, through its Superintendent designated in Section "16(O)(2)" below, shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Agreement Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

B. Payment; Payment Amount.

1. Following the Architect's and/or Engineers receipt of each Application for Payment, COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act (the "Prompt Payment Act"), Sections 218.70-218.80, Florida Statutes (hereinafter "F.S."). Should CONTRACTOR'S construction services be paid for, in whole or in part, with Federal funds, COUNTY'S progress payments shall be subject to Federal grantor laws and regulations or requirements, if contrary to the Prompt Payment Act.
2. Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance.
3. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.

C. No Waiver.

1. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment is not a waiver and shall not preclude COUNTY from the exercise of any of its rights as set forth herein.
2. No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.
3. Neither COUNTY's review, approval, acceptance or, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and shall remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

D. Payment of Subcontractors.

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor

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of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

E. Withheld Payment.

COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

1. Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;
2. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
3. Failure by CONTRACTOR to pay subcontractors or others in a timely and proper fashion;
4. Evidence that the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Agreement Price;
5. Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
6. Persistent failure to carry out the Work in accordance with the Contract Documents; or
7. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

F. Demand For Amounts Previously Paid.

In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY as contemplated in this Subsection, CONTRACTOR shall promptly comply with such demand.

G. Unexcused Failure To Pay.

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may, after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

SECTION 9
COUNTY

A. Information, Services and Items Required From County.

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. Right to Stop Work.

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If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order. Failure or refusal to perform the Work in accordance with this Agreement of failure to obey an order of COUNTY shall be deemed a material breach for which COUNTY may immediately terminate this Agreement.

D. Right to Perform Work.

If CONTRACTOR's Work is stopped by COUNTY, and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate written assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, COUNTY may thereafter, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

SECTION 10
CONTRACTOR

A. CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in it services.

B. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the Parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an Independent Contractor with respect to all services performed under this Agreement.

C. CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

D. CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

E. CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

F. Warranty.

CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

G. Permits and Fees.

CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

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H. Funding Source/ Labor.

1. If construction under this Agreement is funded by State funds, CONTRACTOR shall:
   a. Give preference to the employment of State residents for the performance of the Work on the Project if State residents have substantially equal qualifications to those of nonresidents, and
   b. Post its employment needs in the job bank of the Florida Department of Economic Opportunity.
2. If the Work involves the expenditure of Federal aid funds, this Section shall not be enforced in such a manner as to conflict with or be contrary to Federal law:
   a. Prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or
   b. Prohibiting as unlawful any other preference or discrimination among U.S. citizens.

I. Indemnity.

1. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its elected officials, officers, employees, and agents, from and against any fines, suits, claims, demands, penalties, liabilities, losses, settlements, judgments, awards, and expenses, including reasonable attorney's fees and costs (and reasonable attorney's fees and costs on appeal), and damages (including but not limited to actual and consequential damages), which COUNTY, its elected officials, officers, employees, and agents may sustain, or which may be asserted against them, arising out of or allegedly arising out of or related to the activities contemplated by this Agreement, including, without limitation, harm or personal injury to third persons, to the extent attributable to the actions of CONTRACTOR, its agents and/or employees as well as any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by CONTRACTOR, its agents, and/or employees.
2. In claims against any person or entity indemnified under this Section by an employee of CONTRACTOR, a subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount of type or damages, compensation or benefits payable by or for CONTRACTOR or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This section shall survive the termination of this Agreement.

SECTION 11
CONTRACT ADMINISTRATION

A. The Architect and/or Engineer.

Mitchell Chauncey, P.E., Ardurra Group is COUNTY's referenced "Architect and/or Engineer." In the event COUNTY should find it necessary or convenient to replace the Architect and/or Engineer, COUNTY shall retain a replacement and the status of the replacement shall be that of the former Architect and/or Engineer.

B. Architect and/or Engineer Administration.

1. The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until the date Architect and/or Engineer issues a final Certificate for Payment. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents
2. COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.
3. The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.
4. The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR, those amounts then due CONTRACTOR as provided in this Agreement.
5. The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems

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it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with the Contract Documents.

6. The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
7. The Architect and/or Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
8. The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of Contract Documents.
9. The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

C. Claims by CONTRACTOR.

1. All CONTRACTOR claims shall be initiated by written notice and claim sent to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
2. Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with Contract Documents. The resolution of any claim under this Subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

D. Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in Contract Documents, be encountered, the Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must give COUNTY and the Architect and/or Engineer written notice and claim as provided in this Subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

E. Claims for Additional Cost – If CONTRACTOR wishes to make a claim for an increase in the Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1. In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including subcontractors, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

F. Claims for Additional Time – If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect

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and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this Subsection, any claim for extension of time shall be waived.

SECTION 12
SUBCONTRACTORS

A. Definition.

A subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. Award of Subcontractors.

1. Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.
2. All subcontracts shall afford CONTRACTOR rights against the subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein, including those rights afforded to COUNTY.

SECTION 13
CHANGES IN THE WORK

A. Changes Permitted.

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Field Order or by Change Order.

B. Field Orders.

The Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Price or in Agreement Time and not inconsistent with the intent of this Agreement. Such changes shall be signed by CONTRACTOR's Superintendent designated in Section "16(O)(2)" below, and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

C. "Change Order" Defined.

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Price or the Time, or any combination thereof. The Price and the Time may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners. Every Change Order shall be executed on behalf of CONTRACTOR only by that individual signing this Agreement on behalf of CONTRACTOR.

D. Changes in the Unit Prices.

1. If unit prices are provided for in this Agreement, any changes in the unit prices, as set forth on Exhibit A, resulting from a Change Order, shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the unit prices being set forth in the Change Order, (2) such change in the unit prices, together with any conditions or requirements related thereto, being initialed by both Parties and (3) CONTRACTOR's execution

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of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

2. If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the unit prices, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.
3. If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

E. Effect of Executed Change Order.

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Price, Time and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

F. Notice of Surety; Consent.

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to COUNTY a rider to the original bond as provided by the surety.

SECTION 14
UNCOVERING AND CORRECTING WORK

A. Uncovering Work.

If any of the Work is covered contrary to the Architect and/or Engineer's request or to any provisions of the Contract Documents, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Time.

B. Correct Work.

1. Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Time for completion.
2. CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to the Contract Documents. CONTRACTOR shall pay

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all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect and/or Engineer's services and expenses made necessary thereby.

C. Warranty.

If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. One Year Duty.

Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under the Contract Documents. Establishment of the one year time period relates only to the duty of CONTRACTOR to specifically correct the Work.

E. County May Accept Defective or Nonconforming Work.

If COUNTY chooses to accept defective or nonconforming Work, COUNTY may do so. In such event, the Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Price, if any, is insufficient to compensate COUNTY for its acceptance of defective or nonconforming Work, CONTRACTOR shall, upon written demand from COUNTY, pay COUNTY such remaining compensation for accepting defective or nonconforming Work.

SECTION 15
AGREEMENT TERMINATION

A. TERMINATION.

Either Party, upon determination that the other Party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting Party in the manner specified for the giving of notices herein. Termination of this Agreement by either Party for any reason shall have no effect upon the rights or duties accruing to the Parties prior to termination.

1. Termination by COUNTY For Cause.

a. If CONTRACTOR persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Agreement, then COUNTY may provide written notice to CONTRACTOR, without prejudice to any other right or remedy, terminate the employment of CONTRACTOR and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR any may finish the Work by whatever methods it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

b. In the event the employment of CONTRACTOR is terminated by COUNTY for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the referenced provisions shall apply.

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c. COUNTY has the right to reject participation in this Agreement from anyone who has had previous business with COUNTY and therein failed to comply with the contract governing the project, who has been in litigation with COUNTY, or who has failed to obey the laws.

2. **Termination by COUNTY For Convenience**
   a. COUNTY reserves the right to terminate performance under this Agreement by CONTRACTOR for convenience. COUNTY shall give written notice of such termination to CONTRACTOR to specify when termination becomes effective.
   b. CONTRACTOR shall incur no further obligations in connection with the Work and CONTRACTOR shall stop Work when such termination becomes effective. CONTRACTOR shall also terminate outstanding orders and subcontractors. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and/orders. COUNTY may direct CONTRACTOR to assign CONTRACTOR's right, title and interest under terminated orders or subcontracts to COUNTY or its designee.
   c. CONTRACTOR shall transfer title and deliver to COUNTY such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as CONTRACTOR may have.
   d. CONTRACTOR shall submit a termination claim to COUNTY and the Architect and/or Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect and/or Engineer. If CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, COUNTY shall pay CONTRACTOR, an amount derived in accordance with the Subsection below.
   e. COUNTY and CONTRACTOR may agree to the compensation, if any, due to CONTRACTOR hereunder.
   f. Absent agreement to the amount due to CONTRACTOR, COUNTY shall pay CONTRACTOR the following amounts:
      (1) Contract prices for labor, materials, equipment and other services accepted under this Agreement.
      (2) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating CONTRACTOR's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that CONTRACTOR would have not profited or would have sustained a loss if the entirety of this Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rated of loss, if any.
      (3) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof. This total sum to be paid CONTRACTOR shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

3. **For Loss of Funding/Cancellation for Unappropriated Funds.**
CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Consequently, any agreement, verbal or written, COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. COUNTY may enter into agreements whose duration exceeds one year, however any such agreement shall be executory only for the value of the services to be rendered which COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, COUNTY's performance and obligation to pay CONTRACTOR under this Agreement is contingent upon annual appropriations being made for that purpose. If during the term of this Agreement COUNTY does not make an annual appropriation necessary to continue its performance under this Agreement, then this Agreement shall terminate upon the expiration date. The Parties will execute an amendment to this Agreement that confirms any termination required by this Section.

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SECTION 16
MISCELLANEOUS

A. LAW, VENUE, WAIVER OF JURY TRIAL, ATTORNEY'S FEES.

This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for State or Federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the Parties consent to trial by the court and waive right to jury trial, (3) the prevailing Party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of this Agreement.

B. SUCCESSORS AND ASSIGNS.

COUNTY and CONTRACTOR bind themselves, their successors, assigns and legal representatives to the other Party hereto and to successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in this Agreement. CONTRACTOR shall not assign this Agreement without written consent of COUNTY and only with a document of equal dignity herewith.

C. SURETY BONDS.

CONTRACTOR shall, if required, acquire, record with the County Clerk, and furnish separate payment and performance bonds to COUNTY. Each bond shall set forth a penal sum in an amount not less than the Price. Each bond furnished by CONTRACTOR shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. In the event the Price is adjusted by Change Order executed by CONTRACTOR, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The payment and performance bonds furnished by CONTRACTOR shall be in a form suitable to COUNTY and shall be executed by a surety, or sureties, reasonably suitable to COUNTY, and shall be filed with the County's Clerk of Court.

D. DAMAGE TO PROPERTY.

CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

E. USE OF OTHER CONTRACTS.

COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or County governmental agency, school board, community college/State university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation and/or this Agreement if it is in the best interest of COUNTY.

F. EMPLOYEE ELIGIBILITY VERIFICATION.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

2. Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

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3. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this Subsection and agrees:
   (a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
   (b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
   (c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
   (d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
   (e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
   (f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
   (g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
   (h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Subsection.
   (i) Any such termination under this Subsection is not a breach of this Agreement and may not be considered as such.
   (j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
   (k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

G. FORCE MAJEURE.

Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include but not be limited to acts of civil or military authority (including courts or regulatory agencies), war, riot, or insurrection, inability to obtain required permits or licenses, acts of God, hurricanes and severe floods, epidemics and pandemics.

H. COUNTERPARTS.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such

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facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

I. AUTHORITY TO OBLIGATE.

1. The individual signing below is:
   a. An officer or member of CONTRACTOR verifiable on https://dos.myflorida.com/ sunbiz/ or
   b. Has, in advance, provided a form of written authority to bind CONTRACTOR in a form acceptable to COUNTY and signed by a representative of CONTRACTOR as described in Section "I(1)(a)" above.
2. The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing and to sign all documents referenced in this Agreement on behalf of CONTRACTOR.

J. PUBLIC RECORDS COMPLIANCE.

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
   1. Keep and maintain public records required by COUNTY to perform the Work;
   2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
   4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 F.S. and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of this Agreement.

K. CONTRACTOR CONDUCT.

1. These Guidelines govern CONTRACTOR while doing work on COUNTY's property, as well as its employees, agents, consultants, and others on COUNTY's property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

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a. Courtesy and Respect: COUNTY is a diverse government institution, and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
b. Language and Behavior: CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Rough housing, 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 workwear, 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 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's property and prohibited actions could result in the immediate termination of any or all contracts or agreements CONTRACTOR has with COUNTY.

L. SCRUTINIZED COMPANIES.

A. Certification.
1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
   b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
   b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S., or
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:

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a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
c. Been engaged in business operations in Cuba or Syria; or
d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

M. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

N. ON-GOING COMPLIANCE

The Parties acknowledge that this Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this Agreement. The Parties understand and agree that this Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

O. SUPERVISION.

1. CONTRACTOR shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from CONTRACTOR to the contrary, the superintendent shall be deemed CONTRACTOR's authorized representative at the site and shall be authorized to receive and accept any and all communications from COUNTY or the Architect and/or Engineer.

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2. Key supervisory personnel assigned by CONTRACTOR to this Project are as follows:

	Project Manager
	Superintendent Sole member of personnel to authorized to execute Applications for Payment, request final inspection, and execute Field Orders.
	Foreman
	Equipment Operator(s)

P. NOTICES.

1. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served or when reflected by a receipt, i.e, an electronic mail read receipt, a courier service delivery receipt, or when receipt is acknowledged by recipient. All Parties certify that each has software capable of sending electronic mail read receipts to the other. Any Party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: U.S. Water Services Corporation
4939 Cross Bayou Boulevard,, New Port Richey, FL 34652
CONTACT PERSON: Gary Deremer | Phone: 727-848-8292

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

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.
gderemer@uswatercorp.net and ccrego@uswatercorp.net.

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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

CARL ZALAK, III DATE
CHAIRMAN

BCC APPROVED:
July 7, 2026
26B-083 | Golden Holiday WWTP and WTP Decommissioning and Lift Station and Force Main Installation

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS

SIGNATURE

PRINTED NAME

U.S. WATER SERVICES CORPORATION

BY: DATE

PRINTED:

ITS: (TITLE)

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26B-083 Golden Holiday WWTP and WTP Decommissioning and Lift Station and Force Main Installation

U.S. Water Services Corporation

Total Cost **$817,491.00**

Bid Item	Item	QTY	Unit	Unit Price	Total Cost
					$817,491.00
1.01	MOBILIZATION & DEMOBILZATION	1	LS	$40,000.00	**$40,000.00**
1.02	INSURANCE & PERMITS	1	LS	$4,000.00	**$4,000.00**
1.03	PAYMENT & PERFORMANCE BOND	1	LS	$8,000.00	**$8,000.00**
1.04	SURVEY LAYOUT & ASBUILTS	1	LS	$25,000.00	**$25,000.00**
1.05	GENERAL RESTORATION	1	LS	$4,000.00	**$4,000.00**
1.06	MAINTENANCE OF TRAFFIC	1	LS	$4,500.00	**$4,500.00**
1.07	SODDING	3600	SY	$12.00	**$43,200.00**
1.08	SITEWORK / CLEARING / GRADING	1	LS	$3,000.00	**$3,000.00**
1.09	ASPHALT ROADWAY RESTORATION	135	SY	$90.00	**$12,150.00**
1.1	SIDEWALK RESTORATION	18	SY	$250.00	**$4,500.00**
1.11	CORING OF EXISTING MANHOLE	1	LS	$1,600.00	**$1,600.00**
1.12	4' DOGHOUSE STYLE MANHOLE, LINED, 6' - 8' DEPTH, COMPOSITE RING AND COVER	1	EA	$16,480.00	**$16,480.00**
1.13	5' KING MANHOLE, LINED, 14'-16' DEPTH, DROP STYLE	1	EA	$45,350.00	**$45,350.00**
1.14	8" PVC GRAVITY SEWER SDR 26	49	LF	$139.00	**$6,811.00**
1.15	DEMOLITION & REMOVAL OF EXISTING WWTF	1	LS	$21,500.00	**$21,500.00**
1.16	3" HDPE SDR 11 FORCEMAIN (INCLUDING FITTINGS) OPEN CUT	1400	LF	$35.00	**$49,000.00**
1.17	3" HDPE SDR 11 DIRECTIONAL BORE INSTALLATION	2100	LF	$45.00	**$94,500.00**
1.18	LIFT STATION FACILITY AND SITE	1	LS	$339,500.00	**$339,500.00**
1.19	TEMPORARY BYPASS PUMPING	1	LS	$13,500.00	**$13,500.00**
1.2	DEMOLITION AND REMOVAL OF EXISTING WTP (TWO SITES)	2	EA	$12,000.00	**$24,000.00**
1.21	ABANDON WTP #1 WELL (6 IN DIA. CASING, DEPTH UNKNOWN, TOTAL DEPTH 150 FT)	1	EA	$5,000.00	**$5,000.00**
1.22	ABANDON WTP #2 WELL (6 IN DIA. CASING, DEPTH 126 FT, TOTAL DEPTH 185 FT)	1	EA	$5,500.00	**$5,500.00**
1.24	2" SCH 40 PVC WATERMAIN	220	LF	$25.00	**$5,500.00**
1.25	AIR RELEASE VALVE ASSEMBLY (2")	3	EA	$7,500.00	**$22,500.00**
1.26	TESTING	1	LS	$3,800.00	**$3,800.00**
1.27	INSTALL MANHOLE LINER FOR EXISTING 4' MANHOLE AND REPLACE WITH COMPOSITE RING AND COVER	1	LS	$4,000.00	**$4,000.00**
1.28	PRIMARY ELECTRIC CONDUIT (INSTALL 530 LF 4" PVC CONDUIT W/ SWEEPS & COORDINATION WITH CITY OF OCALA)	1	LS	$10,600.00	**$10,600.00**
	Allowance - Not included in Total Cost				
1.23	OFFSITE PRIMARY ELECTRICAL (CITY OF OCALA ALLOWANCE)			$30,000.00	

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EXHIBIT B -SCOPE OF WORK

GOLDEN HOLIDAY WWTF ABANDONMENT, LIFT STATION AND FORCEMAIN & WTP ABANDONMENTS

1. SCOPE OF WORK

1.1. DESCRIPTION

GOLDEN HOLIDAY WWTF ABANDONMENT, LIFT STATION AND FORCEMAIN project. The project is located in the northwest quadrant of Marion County, Florida. The Contractor will be responsible for all permits unless stated otherwise within this document and must be licensed by Marion County and State of Florida to perform such work. Project Manager for this project is Joshua Kramer of the Marion County Utilities Department, Construction Manager for this project is Alejandro Rad, and the Project Engineer of Record (EOR) for this project is Mitchell Chauncey, P.E. of Ardurra Group, Inc. All local codes and State of Florida ADA Code will apply. All work must be done by experienced trades.

1.2. GENERAL

1.2.1. The work included in this section is hereby defined as furnishing all labor, equipment and materials, and in performing all operations and procedures necessary for the installation of new sewer pump station, sanitary forcemain, WWTF decommissioning, WTP well abandonment, sidewalk restoration, road and driveway restoration, and any other work in accordance with the specifications itemized below and the following drawings and documents:

1.2.1.1. Wastewater Treatment Facility Abandonment, Lift Station and Forcemain Plans (Bid Set) by Ardurra Group, Inc.

1.2.1.2. Part 1 – Scope of Work

1.2.1.3. Part 2 - Bid Form

1.2.1.4. Appendix A – Measurement and Payment

1.2.1.5. Appendix B – Supplemental Specifications

1.2.1.5.1. Supplemental Plans and Details

1.2.1.5.1.1. WTP #1 Decommissioning Information Packet

1.2.1.5.1.2. WTP #2 Decommissioning Information Packet

1.2.1.5.2. 02050 – Demolition and Removals

1.2.1.5.3. 02673 – Well Construction and Abandonment

1.2.2. It is the County's expectation that any portion of the work not identified under a subcontractor will be self-performed by the Contractor.

Written approval must be obtained from the Construction Manager or his designee prior to any changes to subcontractors or their workload/responsibility under this project.

1.2.3. Marion County reserves the right to reject any subcontractor based on past performance, location, or any other grounds that may conflict with the best interests of Marion County Board of County Commissioners.

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1.3. SPECIFIC SCOPE OF WORK

1.3.1. The list of activities shall include but not be limited to:

1.3.1.1. Abandonment of Wastewater Treatment Facility as per drawings;

1.3.1.2. Installation of new lift station as per drawings;

1.3.1.3. Installation of new forcemain and connection to City sewer as per the drawings;

1.3.1.4. Horizontal Directional Drill under FDOT sidewalk as per drawings and FDOT;

1.3.1.5. Compliance with maintenance of traffic as per FDOT, drawings, and City;

1.3.1.6. Compliance with permit requirements from City;

1.3.1.7. Notifications to residents and property owner association (if applicable);

1.3.1.8. Maintenance of existing sanitary sewer system by means of bypass pumping operations or other approved methods upon review by COUNTY and ENGINEER.

1.3.1.9. Survey As Built:

1.3.1.9.1. Three sets of As-Built/Record Survey signed and sealed by a Florida Licensed Professional Surveyor and mapper shall be submitted to MCUD prior to final inspection along with a digital version of the survey and plan set in a format pre-approved by MCUD.

1.3.1.9.2. All directional drill boring logs shall be submitted with the as-built survey.

1.3.1.9.3. All jack and bore boring logs shall be submitted with the as-built survey.

1.3.1.9.4. A Star (*) shall indicate assets constructed and/or installed as designed.

1.3.1.9.5. A Cloud shall indicate assets that were constructed and/or installed differently than designed. Clouded as-built information shall accompany the strikethroughs.

1.3.1.9.6. A Strikethrough shall indicate assets that were not constructed and/or installed. An “X” shall be used to indicate abandoned or removed mains and shall be labeled as “abandoned” or “removed”.

1.3.1.9.7. Northing and Easting shall be shown on the as-built plan sheets. When a table is used to show the northing and easting, the table shall be placed within the as-built AutoCAD file.

1.3.1.9.8. As-Built Surveys shall be drawn in the Florida State Plane Coordinate System, NAD83, West Zone, US Foot.

1.3.1.9.9. NAVD88 and NAD83 coordinates shall be provided for the following (choose the type of project that applies below):

1.3.1.9.9.1. Sewer Forcemains:

1.3.1.9.9.1.1. All vertical changes in the sewer forcemain – surveyor shall shoot the top of pipe and the ground elevation.

1.3.1.9.9.1.2. All fittings, valves, air release valves, and connections.

1.3.1.9.9.1.3. All Sewer Forcemain segments installed via open cut shall be surveyed for the top of pipe and the ground elevation at 100-foot intervals. As-Built survey shall indicate the distance from the sewer forcemain to the right-of-way and/or easement at these locations.

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1.3.1.9.9.1.4. All Sewer Forcemain segments installed via horizontal directional drilled shall have their depth and position recorded via bore logs every 10 feet. As-built survey shall indicate the distance the sewer forcemain to the right-of-way and/or easement every 100 feet. Directional drill contractor shall make semi-permanent markings corresponding to depth recordings for surveyor to record data at a later date which correspond to written bore log at intervals.

1.3.1.9.9.1.5. All caps and plugs. As-Built survey shall indicate the distance from each cap and/or plug to the nearest valve.

1.3.1.9.9.1.6. Beginning and ending location of all horizontal directional drills.

1.3.1.9.9.1.7. Start of casing, end of casing, and vent locations (including concrete collar) for all jack and bores.

1.3.1.9.9.2. Gravity Sewer Mains:

1.3.1.9.9.2.1. All manholes and wetwells. As-Built survey shall indicate all invert elevations, location of drop outside of the manhole, ground elevation, bottom of manhole elevation, size of manhole cover, type of manhole (in-line or offset), manhole liner and manufacturer, and location of manhole shot at the center of the ring and cover.

1.3.1.9.9.2.2. As-Built shall indicate the slope and size of all gravity sewer lines. This information shall be reflected in the As-Built profile.

1.3.1.10. Backfill, re-grade, and sod all disturbed areas to match existing

1.3.1.11. Restoration of concrete and asphalt

1.4. GOVERNING SPECIFICATIONS

1.4.1. All improvements shall be made in accordance with the Marion County Land Development Code, City of Ocala Conduit Policy Residential and Commercial, City of Ocala Standard Specifications for Construction of Streets, Stormwater, Water and Sewer Infrastructure, and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (copies of which are available separately), as amended and augmented by these specifications and plans. The lift station will be owned and maintained by Marion County Utilities and the offsite forcemain will be owned and maintained by City of Ocala. Utility design specifications shall match according to ownership.

1.4.2. The CONTRACTOR is directed to the fact that the plans are provided for reference. It is the CONTRACTOR'S responsibility to verify all field conditions prior to initiating work.

1.5. SUBMITTALS

1.5.1. Prior to ordering the materials, CONTRACTOR shall submit to the ENGINEER the manufacturer's most current catalogue sheets and performance specifications for the Lift Station equipment, piping, plug valves, air release valves, fittings, restraints, and any other associated appurtenances proposed for use on this project. Any material requiring a submittal that is purchased by the CONTRACTOR prior to receiving the ENGINEER'S approval of that material is at the CONTRACTOR'S own risk.

1.5.2. Contractor shall provide one (1) electronic copy in PDF format. If hard copies will be provided, Contractor shall provide a minimum of three (3) submittals for review by the ENGINEER. Engineer has 30 calendar days to review and respond to each submittal. Any materials acquired

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or installed by the CONTRACTOR prior to approval by the ENGINEER, does so at the CONTRACTOR'S sole risk.

1.6. DAILY REPORTS

1.6.1. The Contractor shall submit daily reports of construction activities and total amount of materials installed. The report shall include the following:
- 1.6.1.1. Manpower, number of workers by craft.
- 1.6.1.2. Equipment on the project.
- 1.6.1.3. Major deliveries.
- 1.6.1.4. Activities work with reference to the CPM schedule activity numbers.
- 1.6.1.5. New problems.
- 1.6.1.6. Material installed and other pertinent information.

1.6.2. A similar report shall be submitted for/by each subcontractor.

1.6.3. The reports shall be submitted to the Construction Manager and Project Manager the following morning via email of the respective report date. Each report shall be signed by the Contractor's Superintendent or Project Manager.

1.7. PROGRESS SCHEDULES

1.7.1. All work of this Contract shall be scheduled and monitored by the Contractor using the Critical Path Method (CPM). The Contractor shall prepare the schedule for the project a minimum of two (2) weeks before starting any work and shall submit an updated schedule with each monthly pay request. The Contractor will prepare revisions of the schedule to reflect changes in the Contractor's plan of performance or changes in the Work and submit these revisions to the Construction Manager for acceptance.

1.7.2. The Contractor shall prepare schedules as a time scale logic diagram and bar chart unless otherwise approved by the Construction Manager. Each major and minor portion of work or operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted on 11-inch-by-17-inch paper.

1.7.3. **Schedule Content**

1.7.3.1. The Contractor shall show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction and provide sub-schedules to define critical portions of the entire schedule. Schedules shall also show accumulated percentage of completion of each item and total percentage of work completed as of the first day of each month.

1.7.4. **Revisions to Schedules**

1.7.4.1. The Contractor shall indicate the progress of each activity to the date of submittal and the projected completion date of each activity. Revised schedules shall identify activities modified since previous submittal, major changes in scope, and other identifiable changes. The Contractor shall also provide a narrative report to define problem areas, anticipated

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delays, and impact on schedule. The Contractor shall also report corrective action taken or proposed and its effect, including the effect of schedule changes on other contractors.

1.7.4.2. The Contractor acknowledges that free float belongs to the Owner. Free float is the length of time that any activity can be delayed without adversely affecting the start of the activity scheduled to follow immediately after.

1.7.5. **Recovery Schedule**

1.7.5.1. If the Contractor fails to achieve the planned progress, as indicated in the approved/updated detailed CPM Schedule, and the Contractor's lack of progress delays the Critical path and/or an intermediate milestone by more than 10 work days (monthly or cumulatively), the Contractor shall submit to the Owner for review and acceptance a proposed Recovery Schedule indicating how the contractor will recover the time lost.

1.7.5.2. If the Contractor fails to submit a Recovery Schedule and/or fails to cooperate with the Owner in the Recovery Schedule process, the Owner can immediately order the Contractor to accelerate completion of the late activities which have been delayed by whatever means necessary without any additional costs to the Owner. The Owner can withhold future progress payments until the Contractor's progress is in compliance with the Contract Schedule or until the Owner has approved by Change Order proposed adjustments to the contract milestones, extension of contract time, or modification of the Contract Schedule.

1.8. PROGRESS MEETINGS

1.8.1. The Owner will organize and conduct a progress meeting at least once a month to discuss the progress of the Work. The Contractor and any subcontractors the Contractor deems necessary shall attend these meetings.

1.9. WORK HOURS

1.9.1. Regular work hours are hereby defined as 7:30 AM to 4:30 PM, Monday through Friday. Regular work hours do not include Saturday, Sunday, or other Marion County Holidays.

1.9.2. CONTRACTOR shall limit all work to the regular work hours specified above. Any deviation from these regular work hours requires prior written approval from the ENGINEER. If CONTRACTOR is granted permission to work at times other than regular work hours, **CONTRACTOR shall be responsible for paying for the OWNER'S INSPECTORS' and ENGINEER'S time expended on the project during that time period for the inspections and oversight.**

1.10. MOBILIZATION/DEMOBILIZATION

1.10.1. Mobilization shall include moving equipment and materials to the Project Site, providing temporary construction electrical power and water supply, installing sanitary facilities for workers, providing a full time superintendent at the Project Site, providing required submittals, establishing a fire protection and safety plan, providing a detailed Critical Path Method schedule

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to the ENGINEER for approval, and posting of OSHA, Department of Labor, and all other required notices.

1.10.2. CONTRACTOR shall video all areas where construction will occur noting the condition of existing features in the work areas. CONTRACTOR shall provide a copy to the ENGINEER prior to commencement of work. Video quality shall be sufficient to see details of the existing features. Any video that is out of focus or otherwise unclear shall be reshot at the CONTRACTOR'S expense prior to any construction activities in the area.

1.10.3. CONTRACTOR shall lay out only the quantity of materials at the work locations that can be installed during that work day. No materials or equipment shall be left at a work location after completion of the workday; such items must be stored during non-work hours at the designated stockpile locations.

1.10.4. Upon completion of the work, CONTRACTOR shall demobilize in a timely manner, properly restore all work sites in accordance with these specifications, and remove from the Project Site all equipment, materials, dirt, debris, and other items generated by the CONTRACTOR during the project. Waste materials shall be disposed of off the Project Site at a duly licensed solid waste disposal facility. The CONTRACTOR shall arrange with the appropriate utility for the proper disconnect and service termination for temporary water and electrical supplies.

1.11. RECORDING

1.11.1. The Contractor shall record construction information:

1.11.1.1. Record and update daily Record information from field notes and on a set of drawings and to the satisfaction of the Engineer.

1.11.1.2. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.

1.11.1.3. Record information concurrently (daily) with construction progress. Work shall not be concealed until required information is recorded.

1.12. PERMITS, LICENSES, AND FEES

1.12.1. CONTRACTOR is responsible for determining the required permits unless otherwise noted and licenses for prosecution of the work and for obtaining them in a timely manner so that the work proceeds in accordance with the project schedule.

1.12.2. CONTRACTOR will be required to complete and submit City of Ocala ROW Permit Application to the City of Ocala Transportation Division. The COUNTY will provide a sample copy of the City of Ocala ROW Permit Application for work in City of Ocala right-of-way. CONTRACTOR is responsible for adhering to all specifications of the ROW permit during the course of construction including provision of directional drill boring logs, which shall record bore depth at 10 foot intervals per City of Ocala specification.

1.12.3. CONTRACTOR will be required to coordinate with the City ROW Inspector to schedule an initial ROW inspection as construction begins and a final inspection once all construction is complete and ROW has been restored. If the ROW Inspector disapproves at the final ROW inspection, CONTRACTOR is responsible for paying any and all re-inspection fees.

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1.12.4. COUNTY will provide FDEP sewer utility permit for the project.

1.12.5. The COUNTY shall provide FDOT Utility Permit to perform work in the US-27 right-of-way. CONTRACTOR is responsible for adhering to all specifications of the ROW permit during the course of construction including provision of preapplication meetings, inspections, directional drill boring logs, and asbuilts of installed utilities.

1.12.6. CONTRACTOR will be required to provide all the documents necessary for the line clearance including but not limited to successful test reports, successful Bac-T samples, and a certified as-built survey.

1.12.7. CONTRACTOR will be required to provide all the documents necessary for final City of Ocala ROW inspection approval, including but not limited to successful geotechnical test reports for all road cuts.

1.12.8. CONTRACTOR is responsible for paying all license application and permit fees as applicable and posting all necessary notices required by permits and licenses.

1.12.9. CONTRACTOR is responsible for paying utility connection fees and ongoing service fees for its temporary construction facilities at the project site.

1.12.10. CONTRACTOR is responsible for paying fees for utility locating services.

1.13. TRAFFIC

1.13.1. CONTRACTOR's vehicles (including personal vehicles of its workers) shall obey all posted speed limits and traffic signs while traversing the Project Site.

1.13.2. Under no circumstances shall CONTRACTOR's vehicles (including personal vehicles of its workers), equipment or materials be parked or located in such a manner that blocks or impairs the flow of vehicular or pedestrian traffic on active roads and driveways.

1.13.3. CONTRACTOR is responsible for maintaining vehicular and pedestrian traffic control as per the latest version of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.14. EXISTING PIPE LOCATION

1.14.1. CONTRACTOR shall contact Sunshine One Call to request locates of existing utilities prior to initiating any work in a particular area. CONTRACTOR shall be responsible for locating specific pipes as required to complete the work.

1.15. PROTECTION OF UTILITIES

1.15.1. During the prosecution of the work, CONTRACTOR shall maintain the maximum practical distance between its work and underground and aboveground (e.g. cables, handholes, terminals,

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access points, transformers, switch boxes, cable TV pedestals and boxes, etc.) utility services and shall avoid any disturbance of these items and their supporting substrate.

1.15.2. CONTRACTOR shall be responsible at its own cost for repair and/or replacement of utilities damaged by its work.

1.15.3. CONTRACTOR shall keep existing Wastewater Treatment Facility online and access to facility until such time that temporary bypass pumping is ready by means of use of new sewer forcemain.

1.16. EXCAVATION

1.16.1. CONTRACTOR is advised that there are potential conflicts from buried electrical power, gas, telephone, sewer laterals, water service lines, and cable television services. CONTRACTOR shall exercise extreme care when excavating so that contact and/or disturbance with these utilities is avoided.

1.16.2. Prior to any excavation work, CONTRACTOR shall notify the utility companies and shall have the respective utilities marked in the field.

1.16.3. When rock, boulders, clay, or other unsuitable materials are encountered in the trench bottom they shall be removed to a depth of at least twelve inches (12") below the new piping and any other appurtenances pursuant to this work.

1.16.4. The CONTRACTOR is responsible for the protection of all pavements and improvements within the work area. All damage to pavement and improvements shall be repaired at the CONTRACTOR'S own expense.

1.16.5. Excavations shall be kept free of water, including rain and runoff, while tubing/pipe is being installed in the excavation. The ends of tubing/pipe shall be kept properly plugged during installation to ensure that the tubing does not accumulate water, dirt, or other debris. All lines shall be flushed prior to placement into service.

1.17. MATERIALS

1.17.1. New Gravity Sewer Pipe shall be polyvinyl chloride PVC with standard dimension ratio SDR26, and shall comply with ASTM D3034. The joints shall be integral bell elastomeric gasket joints manufactured in accordance with ASTM D3212 and ASTM F477.

1.17.2. Manholes shall be leak-tight and constructed of pre-cast concrete units. Interior surfaces of manholes shall have a protective MCUD approved coating with a minimum dry mil thickness of 16 mils. Exterior surfaces shall have a protective MCUD approved coating with a minimum dry mil thickness of 9 mils. Manholes shall be watertight and free from infiltration, seeping or surface moisture.

1.17.3. Wetwells shall be leak-tight and constructed of pre-cast concrete units. Interior surfaces of manholes shall have a protective MCUD approved coating. Exterior surfaces shall have a protective MCUD approved coating with a minimum dry mil thickness of 9 mils. Wetwells shall be watertight and free from infiltration, seeping or surface moisture.

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1.17.4. Refer to the general notes on the drawings, FDOT standards, AWWA standards, FAC standards, and the Land Development Code for material and performance specifications.

1.17.5. Pipes shall be homogeneous throughout; free from voids, cracks, inclusions, and other defects and shall be as uniform as is commercially practical in color, opacity, density, and other physical properties. Surfaces of the tubing shall be free from scratches, gouges, bloom, and other imperfections. Insides of tubing shall be kept free of dirt.

1.17.6. The OWNER reserves the right to sample and test any piping after delivery and to reject all piping represented by any sample that fails to comply with specified requirements. All pipes, fittings, and other ancillary materials shall be subject to inspection and approval by the ENGINEER after delivery. No broken, cracked, imperfectly coated, or otherwise damaged or unsatisfactory material shall be used. When any defect is discovered, the defective portion shall not be installed. Defective tubing shall have the defect cut off at least twelve inches (12") from the defect in the non-defective section of the barrel.

1.18. NEW FORCEMAIN CONNECTION AND INSTALLATION

1.18.1. Cuts, trenches, or any other disturbance of existing roadway pavement shall not be allowed except where noted on the plans. All piping will be directional drilled under existing roadways.

1.18.2. Cuts, trenches, or any other disturbance of existing driveways shall be allowed.

1.18.3. Excavations shall be kept free of water, including rain and runoff, while piping is being installed in the excavation. The ends of piping shall be kept properly plugged during installation to ensure that the piping does not accumulate water, dirt, or other debris.

1.19. GRADING, SODDING, AND LANDSCAPING

1.19.1. After completion of the work including but not limited to successful tests, CONTRACTOR shall fill all trenches, cuts and other excavations with clean soil backfill. Backfill shall be free of rocks, clay, vegetative matter, trash, and debris and shall be compacted to form a stable surface level with the surrounding grade. Backfilled areas shall be compacted and graded manually (e.g. hand raking) so that the finish grade is restored to its pre-construction condition. Depressions, holes, voids, mounds, and cracks shall be removed so that the finished grade matches the surrounding, undisturbed grade.

1.19.2. Once the proper grade is achieved, CONTRACTOR shall place sod over all graded areas. Sod type shall match the type surrounding the grading area on undisturbed areas and shall completely cover surfaces disturbed by the CONTRACTOR'S work. Sod shall meet the FDOT Standard Specifications for Road and Bridge Construction (Section 570, latest edition).

1.19.3. Topsoil shall be loosened or scarified to sufficient depth so that sod root zone easily penetrates the topsoil. Sod sections shall be placed so that edges are in close contact and manually compacted in place so that the root zone completely penetrates the substrate topsoil. After proper placement of sod, CONTRACTOR shall be responsible for watering the sod daily (Monday through Friday, holidays excluded) for a period of not less than thirty (30) working days.

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1.20. CLEAN-UP AND WASTE DISPOSAL

1.20.1. During construction, CONTRACTOR shall perform daily cleaning of the work site(s) and adjacent properties and remove waste materials and windblown debris resulting from its construction operations or its worker's personal activities. No excavations shall be left open overnight without prior approval of the ENGINEER and COUNTY.

1.20.2. CONTRACTOR shall perform complete restoration of each work area within _thirty_ (30) calendar days from completion of major installation work. The CONTRACTOR may be subject to liquidated damages for any work areas not restored within these prescribed times.

1.20.3. CONTRACTOR shall provide on-site container(s) for the collection and storage of waste materials, debris, and rubbish. On-site container(s) shall be located at designated material stockpile area(s).

1.20.4. CONTRACTOR shall remove waste materials, debris, and rubbish from on-site container(s) as needed and dispose of it off the Project Site at a duly licensed solid waste disposal facility.

1.20.5. Prior to final completion, CONTRACTOR shall conduct an inspection of all work areas (including the material stockpile area(s)) to verify that those areas are clean and free of trash, rubbish, and debris.

1.21. BASIS OF PAYMENT FOR SERVICES

1.21.1. The contractor should submit by the end of each month an invoice in the AIA format broken out in the same line items and sub items that have been defined in the Bid Form and Appendix A of the Contract Documents.

1.21.2. For compensation specifications, see Appendix A – Measurement and Payment.

1.21.3. Five (5) percent of the cost of each invoice will be withheld until final completion of the project. **CONTRACTOR SHALL PROVIDE THE COUNTY WITH FINAL RELEASES OF LIEN (CERTIFIED ORIGINALS) FROM ALL SUBCONTRACTORS AND SUPPLIERS WHEN SUBMITTING THEIR FINAL INVOICE. FAILURE TO PROVIDE THE FINAL RELEASE OF LIEN WILL DELAY PAYMENT OF THE FINAL INVOICE.**

1.22. WARRANTIES

1.22.1. CONTRACTOR shall provide Marion County with a one (1) year warranty for all portions of the project. The one (1) year warranty shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components by the manufacturer.

1.22.2. When not specifically identified in the above language, the warranty shall commence upon release of final retainage.

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1.22.3. Marion County shall incur no labor, material or equipment cost during the one (1) year warranty period for the repair of any work completed by the CONTACTOR.

1.23. TIMELINES

1.23.1. All work will commence upon authorization from the County's Representative. All work will proceed in a timely manner without delays. The Contractor shall commence the work upon the issuance of Notice to Proceed from Procurement Services shall complete pre-construction activities within Sixty (60) calendar days. Following pre-construction activities Contractor shall achieve Substantial Completion of the work no later than One-hundred Fifty (150) calendar days. An additional Thirty (30) days shall be allowed for Final Completion. Total contract time allowed shall be Two-Hundred and Forty (240) calendar days.

1.23.2. Pre-construction activities shall include shop drawing submittals, equipment and material procurement, and obtaining all required permits.

1.23.3. Contractor shall request a Substantial Completion walkthrough with the Owner, Engineer, and Inspector. A satisfactory inspection is required prior to the Contractor being granted Substantial Completion.

1.23.4. Contractor shall request a Final Completion walkthrough with the Owner, Engineer, and Inspector. A satisfactory inspection is required prior to the Contractor being granted Final Completion.

1.24. LIQUIDATED DAMAGES

1.24.1. Should the Contractor fail to substantially complete work under this contract and make the area available for beneficial use on or before the date stipulated for substantial completion (or such later date as may result from extension of time granted by Owner), he shall pay Owner liquidated damages. The sum of ONE THOUSAND FIVE HUNDRED DOLLARS **($1,500.00)** shall be paid for each consecutive **calendar day** beyond the contract substantial completion date, which sum has been agreed upon as a reasonable and proper measure of damages which Owner will sustain per diem by failure of contractor to complete work within time as stipulated. This payment shall not be construed as a penalty on the Contractor; it being recognized by Owner and contractor that the injury to the Owner which could result from a failure of Contractor to complete on schedule is uncertain.

1.24.2. For each consecutive **calendar day** that the work remains incomplete after the date established for Final completion, the Owner will retain from the compensation otherwise to be paid to the Contractor the sum of ONE THOUSAND FIVE HUNDRED DOLLARS **($1,500.00)**. This amount is the minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

1.25. STANDARD AND SAFETY EQUIPMENT

1.25.1. At his expense, CONTRACTOR shall comply with all applicable OSHA, ADA, and FDOT regulations.

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1.26. TAXES AND FEES

1.26.1. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.

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APPENDIX A

MEASUREMENT AND PAYMENT

SECTION 1 – GENERAL

1.01 SECTION INCLUDES

A. Procedures and submittal requirements for schedule of values, application for payment and unit prices.

1.02 RELATED SECTIONS

A. Part 1, Scope of Work

B. Part 2, Bid Form

1.03 The Contract Documents set forth intend that the Contractor be responsible for determining the means, methods, and quantities of all work which may be required for the completion of the project. The bid items listed on the bid breakdown are for comparison of the bids and may be used as a method of determining the value of work performed for partial payment requests.

1.04 Work not specifically covered by the Contract Bid Schedules but necessary for the completion of the work as described in the Contract Documents will be deemed to be otherwise included in the Contractor's unit prices. No additional payment to the Contractor will be made for items not specifically listed on the Contract Bid Schedules.

1.05 The Contractor shall assume all risks in determining the quantities of each bid break down and for including as a part of the prices the appropriate percentage to cover all Contractor's overhead and profit, equipment rental and maintenance, and all other costs not specifically described on the Contract Bid Schedule but necessary to carry out the work as required by the Contract Documents. When totaled together, the totals for each item of the Contract Bid Schedules shall be the total contract price for the work of this Contract. No other payments will be made to the Contractor except as specifically authorized by change order.

1.06 Each unit or lump sum price stated on the Bid Form shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications.

1.07 Under the price specified to be paid for each item, the Contractor shall furnish all materials and equipment, furnish all labor, and do all operations necessary to complete all work specified or shown. All supervision, overhead items, protection, and precautions and all other costs incidental to the construction work completed and as specified are included.

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1.08 A complete, finished, working job, as intended by the general nature of these specifications, shall be produced whether or not any particular wording or direction is omitted or inadvertently not clearly stated.

1.09 Measurement for payment shall be by the Owner, except where noted elsewhere in this specification. Measurement for partial payment for lump sum items shall be on the basis of the percentage of work complete and in place unless otherwise noted in descriptions for the items. Measurement for final payment shall be on the basis of the specified item, in-place, tested and accepted by the Owner or his representative, plus all incidental and supporting requirements fulfilled for the individual item and the project in total.

1.10 The prices for those items which involve excavation shall include compensation for disposal of surplus excavated material and handling water.

1.11 The prices of all pipe items shall constitute full compensation for furnishing, laying, jointing, and satisfactory testing of pipe; excavation and backfill, satisfactory density testing of backfill; all site restoration including sod and cleanup.

1.12 All partial pay descriptions shall be understood as less standard retainage whether stated or not.

SECTION 2 – MEASUREMENT AND PAYMENT

2.01 MOBILIZATION & DEMOBILIZATION – BID ITEM NO. 1.01

A. Description: Shall be paid for lump sum and consist of preparatory work and operation for beginning work on this project, including the pre-construction video and periodic digital photography. Work includes labor, equipment and materials necessary to complete the work and not covered by a specific pay item, as outlined in the contract documents. Also included is cost indemnity for Owner and Engineer and obtaining all licenses not obtained by the Owner. **Lump sum amount shall not exceed 10% of the sum of the unit price pay items.**

B. Measurement: The quantity for mobilization and demobilization shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by ENGINEER with consideration for the ratio of the payment requested to the total contract price.

C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.02 INSURANCE AND PERMITS – BID ITEM NO. 1.02

A. Description: The work specified in this item consists of all necessary insurance and permit fees and work required to obtain permits and complete permitting requirements as outlined in the

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contract documents. This includes application and receipt of City of Ocala right of way use permit.

B. Measurement: The quantity for insurance and permits shall be measured as one lump sum quantity.

C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.03 PAYMENT AND PERFORMANCE BOND – BID ITEM NO. 1.03

A. Description: The work specified in this item consists of all necessary payment and performance bonds as outlined in the contract documents.

B. Measurement: The quantity for payment and performance bond shall be measured as one lump sum quantity.

C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.04 SURVEY LAYOUT AND AS-BUILTS – BID ITEM NO. 1.04

A. Description: This bid item includes all costs for providing the services of a Florida-certified Professional Land Surveyor to perform pre-construction stakeout; establish vertical control; and establish horizontal control, right-of-way locations, utility easement locations, and preparation and submittal of as-built utility components as shown on the drawings in accordance with the contract documents and to the satisfaction of the Owner.

B. Measurement: The quantity for survey layout and as-builts shall be measured as one lump sum quantity. Partial payments will be pro-rated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.

C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.05 GENERAL RESTORATION – BID ITEM NO. 1.05

A. Description: This bid item describes measurement and payment for complete site restoration for all areas disturbed by the contractor during construction. Items include miscellaneous concrete and asphalt, signage, mailboxes, landscaping, materials, labor, tools, and equipment required to complete the restoration of the site.

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B. Measurement: The quantity for general restoration shall be measured as one lump sum quantity. Partial payments will be pro-rated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.

C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.06 MAINTENANCE OF TRAFFIC – BID ITEM NO. 1.06

A. Description: The work specified in this Item consists of maintaining traffic within the limits of the project for the duration of the construction period including any temporary suspensions of the work. It shall include the construction and maintenance of any necessary detour facilities; including pedestrian MOT; the preparation of maintenance of traffic plans prepared, signed, and sealed by a Florida Professional Engineer; the providing of necessary facilities for access to residences, businesses, sidewalks etc. along the project; the furnishing, installing and maintaining of traffic control and safety devices during construction, the control of dust, and any other special requirements for safe and expeditious movement of traffic and pedestrians as may be called for on the plans or required by Marion County Engineering instruction. The term, maintenance of traffic, as used herein, shall include all of such facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance, all as specified in this Section. This item shall also include work necessary for temporary road stabilization for resident access during construction following excavation in roadway to complete the installation work as shown on the drawings.

B. Measurement: The quantity of maintenance of traffic is to be paid for under this Item shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent completion of the work, as determined by the MCUD Construction Representative.

C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.07 SODDING – BID ITEM NO. 1.07

A. Description: The Contractor shall furnish, and place sod as shown in the plans and in accordance with the FDOT Standard Specifications for Road and Bridge Construction to restore all disturbed areas in the right-of-way. The contract unit price shall cover all costs of labor, equipment, materials, fertilization, watering, and maintenance until accepted by the Owner. Sod specifically included under other Items will not be measured. Sodding paid for under this Item does not include the sodding installed in the location covered by other items.

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B. Measurement: The quantity of Sod shall be measured in square yards, to be measured for payment under this Item will be measured over the area of sod installed.

C. Payment: Payment for Sod will be made at the unit price per square yard for this Item for the actual sod installed and maintained, and accepted by the Engineer, which price and payment constitutes full compensation for all the work described herein. Partial payments for sod shall be no more than 75% until 30 days maintenance is completed or the time of Substantial Completion.

2.08 SITEWORK / CLEARING / GRADING – BID ITEM NO. 1.08

A. Description: The work specified in this Item consists of sitework and grading within the limits of the project for the duration of the construction period including any temporary suspensions of the work. It shall include the construction and maintenance of the sitework, bringing the final work to proper grade matching existing grades.

B. Measurement: The quantity of sitework/clearing/grading to be paid for under this Item shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent completion of the work, as determined by the MCUD Construction Representative.

C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.09 ASPHALT ROADWAY RESTORATION - BID ITEM NO. 1.09

A. Description: The Contractor shall remove existing asphalt pavement and base material and replace to the greater of an equivalent pre-construction, current Marion County LDC, current FDOT specifications, or details included in the contract documents to allow for open cut installation of pipe, fittings and valves. The work includes all backfill, compaction, materials, mixing, placing, rolling, testing, and curing of the asphalt, and work incidental thereto. The minimum thickness of placed asphalt is 1-1/2".

B. Measurement: The quantity of Asphalt Roadway Restoration will be measured by square yard. Partial payments will be prorated throughout the duration of the construction of this Project in direct proportion to the percentage completion of the work, as determined by the MCUD Construction Representative.

C. Payment: This Item shall be paid for at the contract square yard price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

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2.10 SIDEWALK RESTORATION - BID ITEM NO. 1.10

A. Description: The Contractor shall remove existing sidewalk and base material and replace to the greater of an equivalent pre-construction, current Marion County LDC, current FDOT specifications, or details included in the contract documents to allow for open cut/HDD installation of pipe, fittings and valves. The work includes all backfill, compaction, materials, mixing, placing, reinforcing, forming, finishing, testing, and curing of the concrete, and work incidental thereto. The minimum thickness of sidewalk is 6".

B. Measurement: The quantity of Sidewalk Restoration will be measured by square yard. Partial payments will be prorated throughout the duration of the construction of this Project in direct proportion to the percentage completion of the work, as determined by the MCUD Construction Representative.

C. Payment: This Item shall be paid for at the contract square yard price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.11 CORING OF EXISTING MANHOLE - BID ITEM NO. 1.11

A. Description: The Contractor shall core a whole into the existing manhole SSMH-2 as referred to on the plans. The works includes all earthwork, excavation, disposal of debris, and any components required to properly seat proposed 3" forcemain into the existing manhole.

B. Measurement: The quantity of Coring of Existing Manhole will be measured as one lump sum quantity. Payment will be dispersed following full completion of Coring of Existing Manhole, as determined by the MCUD Construction Representative.

C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.12 4' DOGHOUSE STYLE MANHOLE, LINED, 6'-8' DEPTH, COMPOSITE RING AND COVER - BID ITEM NO. 1.12

A. Description: Price and payment shall be full compensation for excavation, backfill, compaction, coatings, joint wraps, pipe connections, inverts, leak testing, and all necessary labor, materials, equipment and transportation for a complete and working installation.

B. Measurement: The quantity of this pay item shall be made at the unit price set forth in the bid schedule per each sewer manhole installed and accepted and shall constitute full compensation for work specified in the contract documents.

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C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.13 5' KING MANHOLE, LINED, 14'-16' DEPTH, DROP STYLE - BID ITEM NO. 1.13

A. Description: Price and payment shall be full compensation for excavation, backfill, compaction, coatings, joint wraps, pipe connections, inverts, leak testing, and all necessary labor, materials, equipment and transportation for a complete and working installation.

B. Measurement: The quantity of this pay item shall be made at the unit price set forth in the bid schedule per each sewer manhole installed and accepted and shall constitute full compensation for work specified in the contract documents.

C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.14 8" PVC GRAVITY SEWER, SDR 26 - BID ITEM NO. 1.14

A. Description: The Contractor shall install 8" PVC SDR 26 gravity sewer piping in accordance with the plans and specifications. The work includes all excavation, piping installation, backfill, compaction, testing, and work incidental thereto.

B. Measurement: The quantity of 8" PVC Gravity Sewer will be measured in linear feet, will be measured by the actual pipe installed.

C. Payment: Payment will be made at the unit price per linear feet for all materials, labor, and equipment required to perform the work.

2.15 DEMOLITION & REMOVAL OF EXISTING WWTF - BID ITEM NO. 1.15

A. Description: The Contractor shall conduct all demolition and removal of the subject Wastewater Treatment Facility. Work includes coordination with power company and disconnection of electrical services, removal of all existing equipment, piping, structures, fencing, and other appurtenances for the complete removal of the existing Wastewater Treatment Facility and associated gravity sewer piping and effluent disposal system. The work includes all excavation, backfill, compaction, materials removed, loading, hauling and disposal of materials, and work incidental thereto. Coordinate with Owner for any existing salvageable equipment to be picked up from site.

B. Measurement: The quantity of Demolition & Removal of Existing WWTF to be paid for under this Item shall be measured as one lump sum quantity.

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C. Payment: This Item shall be paid for at the contractor lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.16 3" HDPE SDR 11 FORCEMAIN (INCLUDING FITTINGS) OPEN CUT - BID ITEM NO. 1.16

A. Description: Price and payment shall be full compensation for all excavation, pipe bedding, materials, backfill and compaction for all pipe (HDPE SDR 11), fitting, and other materials, and pipe identification (painting if necessary). All costs to clean, flush and repair new piping and appurtenances will be included under the payment for liner feet of pipe.

B. Measurement: The quantity of this pay item shall be based on the laying length of the pipe in linear feet actually placed as measured along the centerline of the completed pipeline at ground level, including the length of fittings, valves, and specials measured along their centerlines.

C. Payment: Payment will be made at the unit price per linear feet for all materials, labor, and equipment required to perform the work.

2.17 3" HDPE SDR 11 DIRECTIONAL BORE INSTALLATION - BID ITEM NO. 1.17

A. Description: The Contractor shall bore then install 3" SDR 11 HDPE sewer forcemain piping in accordance with the plans and specifications. Payment shall include all costs for excavation, backfilling, bore equipment, equipment setup, reamer, bore, piping installation, backfill, compaction, testing, couplings, and work incidental thereto. As well as attendance to all specific permitting requirements related to FDOT standards for construction in FDOT ROW, and attendance to all specific permitting requirements related to City of Ocala standards for construction is City of Ocala ROW.

B. Measurement: The quantity of 3" HDPE Directional Bore Installation will be measured by the length of the pipe in linear feet installed as determined by the MCUD Construction Representative.

C. Payment: Payment will be made at the linear feet of piping which will include all materials, labor and equipment required to perform the work.

2.18 LIFT STATION FACILITY AND SITE - BID ITEM NO. 1.18

A. Description: Price and payment shall be full compensation for installation of complete lift station facility including items within the lift station site fenced area including but not limited to the following: wet well, pumps, piping, hatches, valves, fittings, electrical, electrical panels, antenna, RTU, lighting, water service, meter box, and backflow preventer assembly, water system fittings and piping, fencing, gates, driveways, driveway culvert pipe (if applicable),

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landscaping, irrigation, earthwork, and all necessary labor, materials, equipment and startup with Operation and Maintenance manuals for a complete and working installation.

B. Measurement: The quantity of Lift Station Facility and Site to be paid for under this Item shall be measured as one lump sum quantity. Partial payments will be pro-rated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.

C. Payment: This Item shall be paid for as a lump sum to the Contractor according to price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.19 TEMPORARY BYPASS PUMPING - BID ITEM NO. 1.19

A. Description: Price and payment shall be full compensation for the provision and operation of a temporary bypass pumping system including pump, temporary piping, flow meter capable of providing monthly totals for billing, and all necessary labor and other materials for the operation of the bypass pumping system for the duration of the proposed lift station construction. Duration of pumping is based on partial clearance approval by FDEP for the proposed forcemain which will allow for existing WWTF to be decommissioned. Pump characteristics may be similar to proposed permanent pump operation with anticipated sewage flows from 12 homes and approximately 1,000 gallons per day.

B. Measurement: The quantity of Temporary Bypass Pumping to be paid for under this Item shall be measured as one lump sum quantity. Partial payments will be pro-rated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.

C. Payment: This Item shall be paid for as a lump sum to the Contractor according to price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.20 DEMOLITION AND REMOVAL OF EXISTING WTP – BID ITEM NO. 1.20

A. Description: The Contractor shall conduct all demolition and removal of the subject water treatment plant(s). Work includes coordination with power company and disconnection of electrical service, removal of all existing equipment, piping, structures, fencing, and other appurtenances for the complete removal of the existing Water Treatment Plant. The work includes all excavation, backfill, compaction, materials removal, loading, hauling, and disposal of materials, and work incidental thereto.

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B. Measurement: The quantity of Demolition and Removal of Existing WTP to be paid for under this Item shall be measured for each WTP demolished and removed.

C. Payment: This Item shall be paid for at the contract unit price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.21 ABANDON WTP WELL – BID ITEM NO. 1.21 AND 1.22

A. Description: The Contractor shall abandon each well at the two WTPs in accordance with the specifications, Water Management District rules and State of Florida requirements. The work includes all well abandonment permitting, excavation and backfill, materials and well grouting, completion reports, well head location cleanup, restoration and work incidental thereto.

B. Measurement: The quantity of Abandon WTP Well to be paid for under this Item shall be measured per well for each WTP well abandoned.

C. Payment: This Item shall be paid for at the contract price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.22 OFFSITE PRIMARY ELECTRICAL (CITY OF OCALA ALLOWANCE) – BID ITEM NO. 1.23

A. Description: This item includes the City of Ocala cost to MCU for installation of electric from US 27. City of Ocala will also install conductors through conduit and set transformer (conduit installed by Contractor and paid under bid item 1.28).

B. Measurement: This pay item is a total budget amount. The preliminary cost provided by City of Ocala has established the allowance value. Should final City of Ocala cost exceed the allowance, the additional cost will be paid by MCU.

C. Payment: This Item shall be paid for at the actual invoiced cost from the City of Ocala with no Contractor markup. Contractor shall provide invoices from City of Ocala for this item as verification of actual cost.

2.23 2" PVC SCH 40 WATERMAIN – BID ITEM NO. 1.24

A. Description: The Contractor shall install 2" SCH 40 PVC piping in accordance with the plans and specifications to extend the existing watermain within the Golden Holiday neighborhood. The work includes all excavation, piping installation, backfill, compaction, testing, and work incidental thereto.

B. Measurement: The quantity of 2" PVC SCH40 Watermain will be measured in linear feet and will be measured by the actual pipe installed.

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C. Payment: Payment will be made at the unit price per linear foot for all materials, labor, and equipment required to perform the work.

2.24 AIR RELEASE VALVE ASSEMBLY (2") – BID ITEM NO. 1.25

A. Description: The Contractor shall install 2" air release valve assemblies in accordance with the plans and specifications. The work includes all excavation, piping installation, fittings, appurtenances, housings, backfill, compaction, testing, and work incidental thereto.

B. Measurement: The quantity of Air Release Valve Assembly (2") will be measured per completed installation.

C. Payment: Payment will be made at the unit price per installation for all materials, labor, and equipment required to perform the work.

2.25 TESTING – BID ITEM NO. 1.26

A. Description: The Contractor shall coordinate with ENGINEER, Marion County Utilities, and City of Ocala as necessary to complete all testing associated with the project. The work includes all coordination, testing equipment, testing utilities, specialty contractors, and work incidental thereto. This shall include Operation and Maintenance manuals, pump manufacturer representative performance of start up testing, pipeline testing, backfill compaction density testing, and all associated reporting documentation.

B. Measurement: The quantity of this pay item shall be measured as one lump sum cost for completion of testing.

C. Payment: This Item shall be paid for at the contract price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.26 INSTALL MANHOLE LINER FOR EXISTING 4 MANHOLE AND REPLACE WITH COMPOSITE RING AND COVER – BID ITEM NO. 1.27

A. Description: The Contractor shall install new interior manhole liner in existing manhole, remove existing ring and cover, and install new composite ring and cover. The work includes all coordination with resident for access, restoration, coatings application, new materials, and all necessary labor, materials, equipment and transportation for a complete and working installation.

B. Measurement: The quantity of this pay item shall be measured as one lump sum cost for completion of liner and replacement of ring and cover with composite material.

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C. Payment: This Item shall be paid for at the contract price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.27 PRIMARY ELECTRIC CONDUIT (INSTALL 530 LF 4" PVC CONDUIT W/ SWEEPS & COORDINATION WITH CITY OF OCALA) – BID ITEM NO. 1.28

A. Description: The Contractor shall coordinate with City of Ocala to establish new 3 phase power service for the lift station site. Applications and fees to set up the service accounts are included in the scope and will be transferred to MCU upon project acceptance. The work includes installation of primary electrical conduits from the utility pole location to the transformer for new 3 phase service. Installation of concrete pad for installation of transformer.

B. Measurement: The quantity of this pay item shall be measured as one lump sum cost for complete installation.

C. Payment: This Item shall be paid for at the contract price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein. Contractor shall provide invoices from City of Ocala for this scope as verification of actual cost of for account setup.

END OF APPENDIX

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APPENDIX B - SUPPLEMENTAL SPECIFICATONS

FOR

GOLDEN HOLIDAY WTP 1 & 2 DECOMMISSIONING

&

GOLDEN HOLIDAY WWTF DECOMMISSIONING

IN

MARION COUNTY, FLORIDA

PREPARED FOR:

Marion County Utilities
11800 SE US Hwy 441
Belleview, Florida 34420

DATE: February 28, 2026
Prepared By:

925 S.E. 17th Street, Suite A
Ocala, FL 34471
Ph 352-861-7799 • Fax 352-861-7709

Project No. 208.69

Mitchell Chauncey, P.E. NO. 84235

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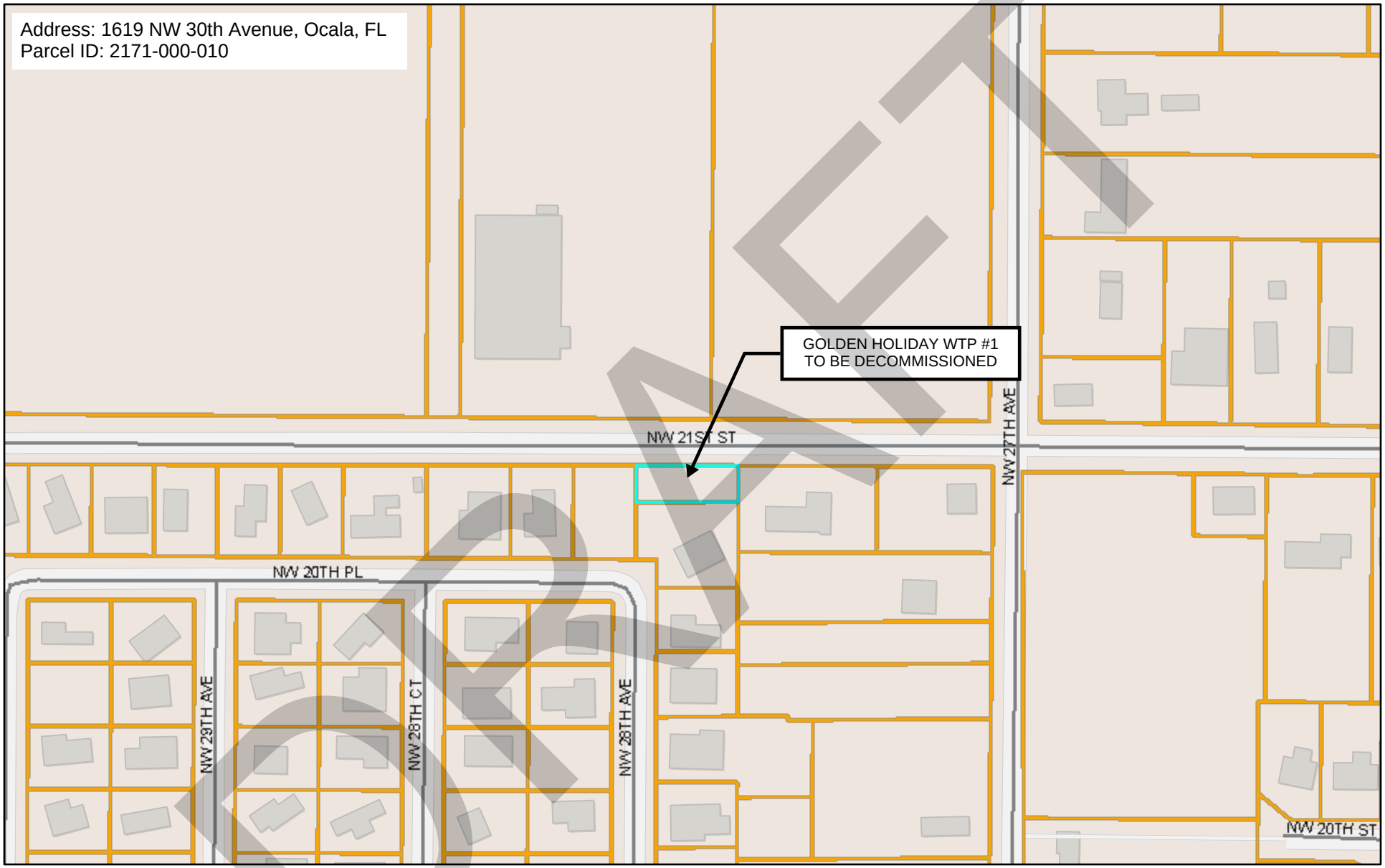
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- Supplemental Plans and Details
  - WTP #1 Decommissioning Information Packet
    - Location Maps
    - Site Property Appraiser Maps
    - Site Google Aerials (2023)
    - Photographs
  - WTP #2 Decommissioning Information Packet
    - Location Maps
    - Site Property Appraiser Maps
    - Site Aerial & Location Maps
    - Site Google Aerials (2023)
    - Photographs

- Section 02050: Demolition and Removal
- Section 02673: Well Construction and Abandonment
- Sample Form: 62-532.900(1) Well Abandonment Application
- Sample Form: 62-532.900(2) Well Completion Report

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Golden Holiday WTP #1 Site



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Marion County
Municipalities
Parcels
Streets

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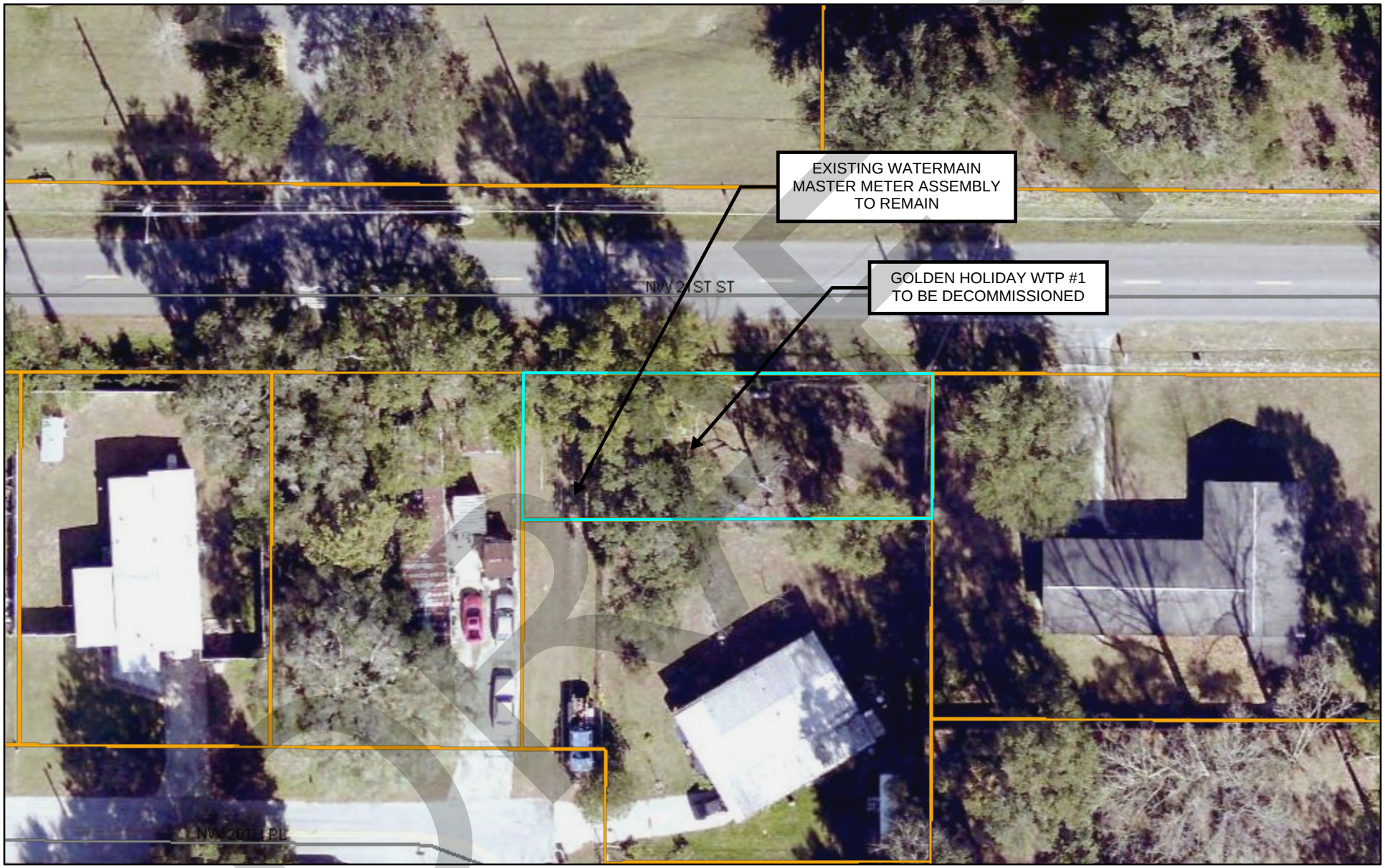
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Marion County Property Appraiser, Marion County BOCC

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This map is provided "as is" without any warranty or representation of accuracy, timeliness, completeness, merchantability, or fitness. The user is responsible for verifying any information and assumes all risk for reliance on any information herein.

Golden Holiday WTP #1 Aerial 2024



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Marion County
Municipalities
Parcels
Streets
Aerial 2024
Red: Band_1
Green: Band_2
Blue: Band_3

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Marion County Property Appraiser, Marion County BOCC

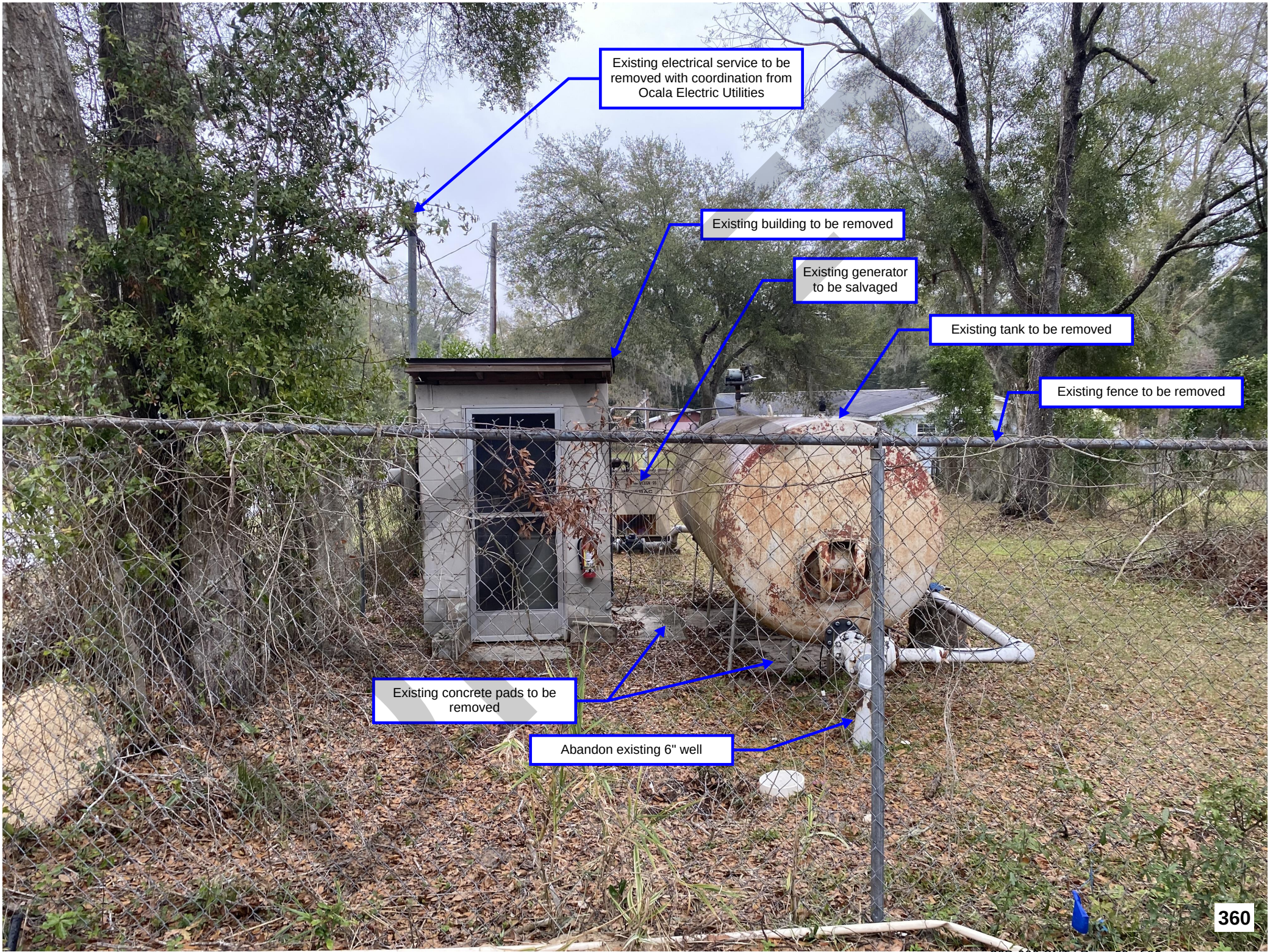
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Golden Holiday WTP #1

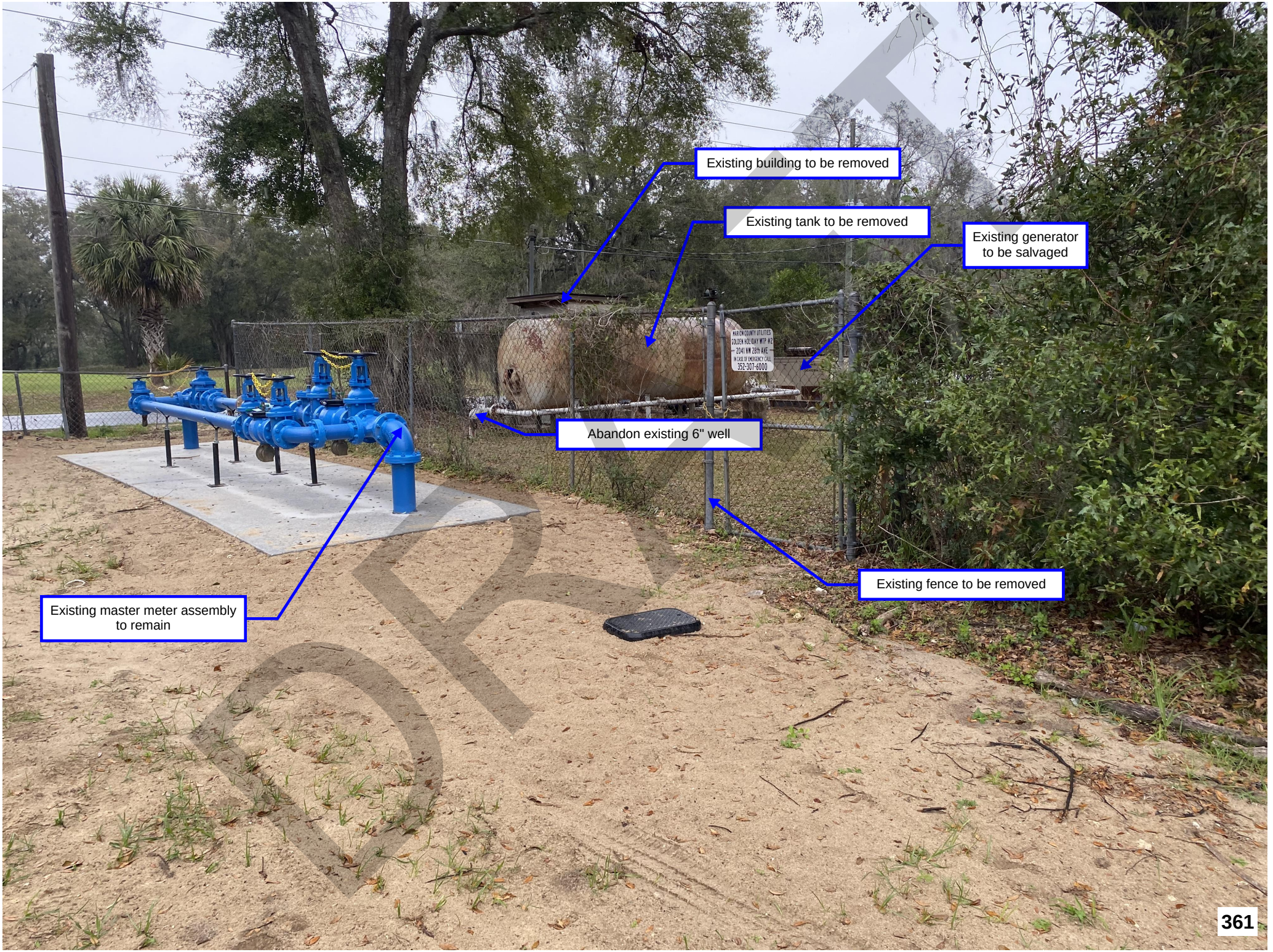
Google aerial of site 2023



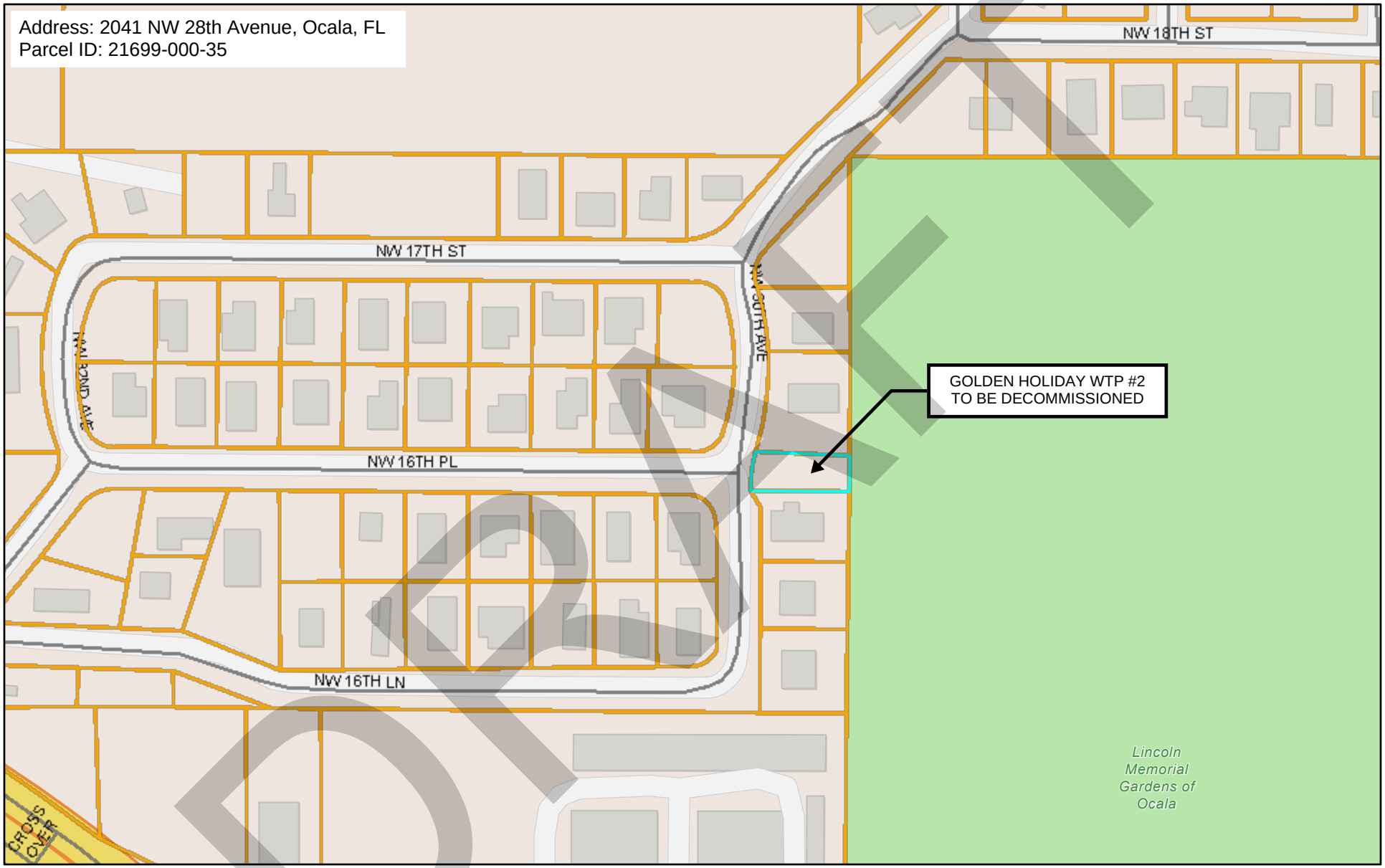
Golden Holiday WTP No.1



Golden Holiday WTP No.1



Golden Holiday WTP #2 Site



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Marion County
Municipalities
Parcels
Streets

1:2,257

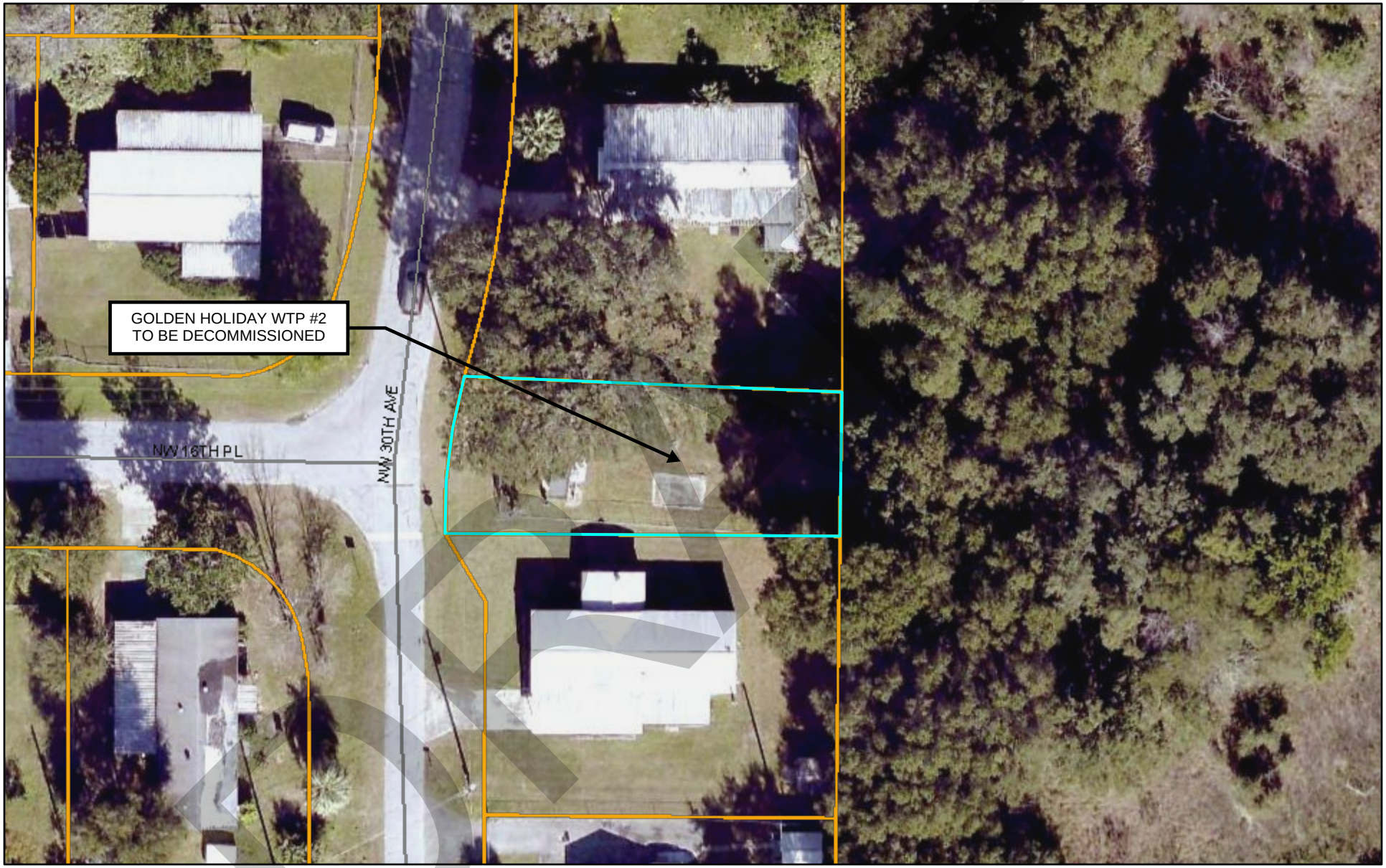
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0 0.03 0.05 0.1 km

Marion County Property Appraiser, Marion County BOCC

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Golden Holiday WTP #2 Aerial 2024



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Marion County
Municipalities
Parcels
Streets
Aerial 2024
Red: Band_1
Green: Band_2
Blue: Band_3

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Marion County Property Appraiser, Marion County BOCC

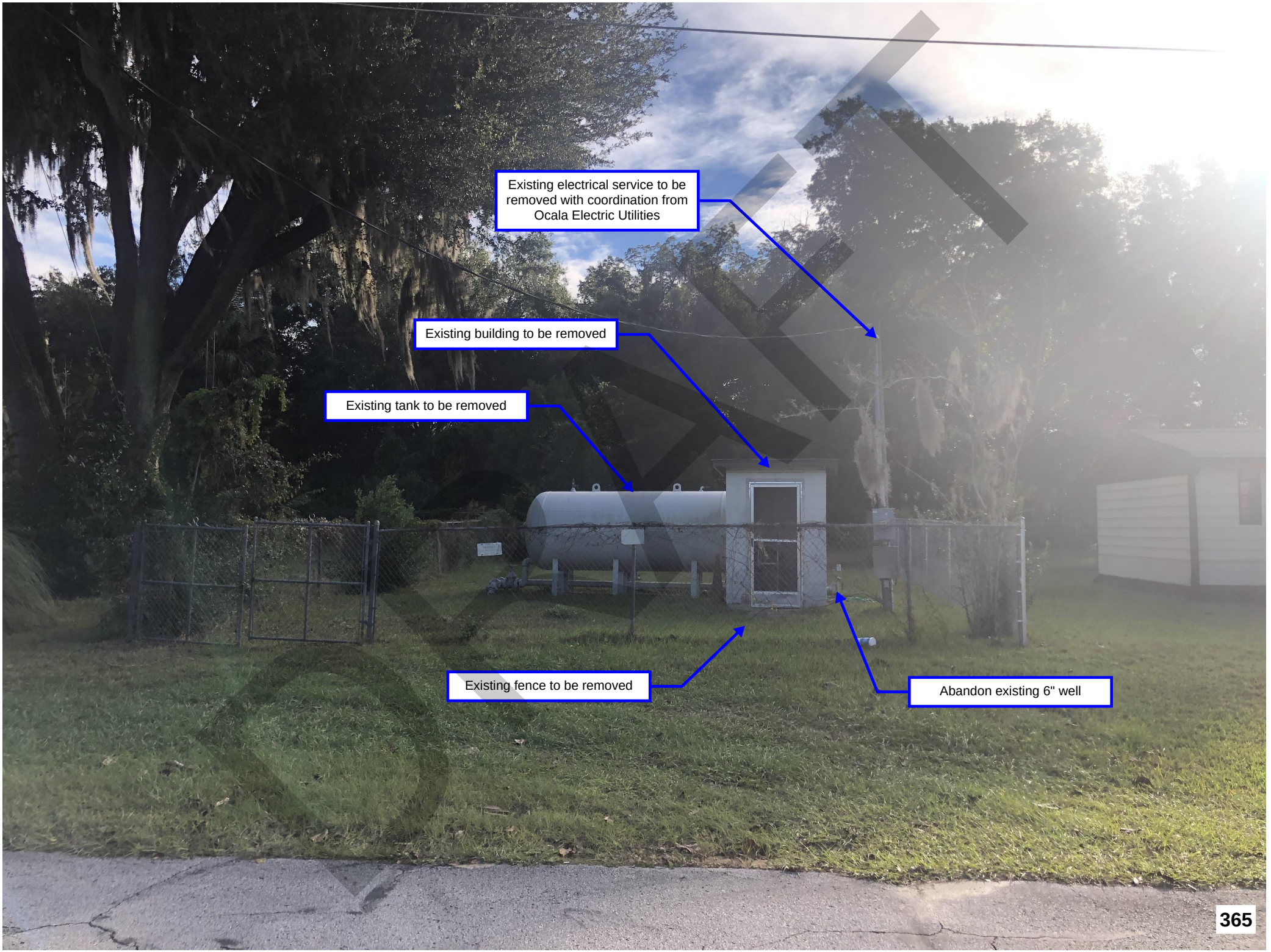
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Golden Holiday WTP #2

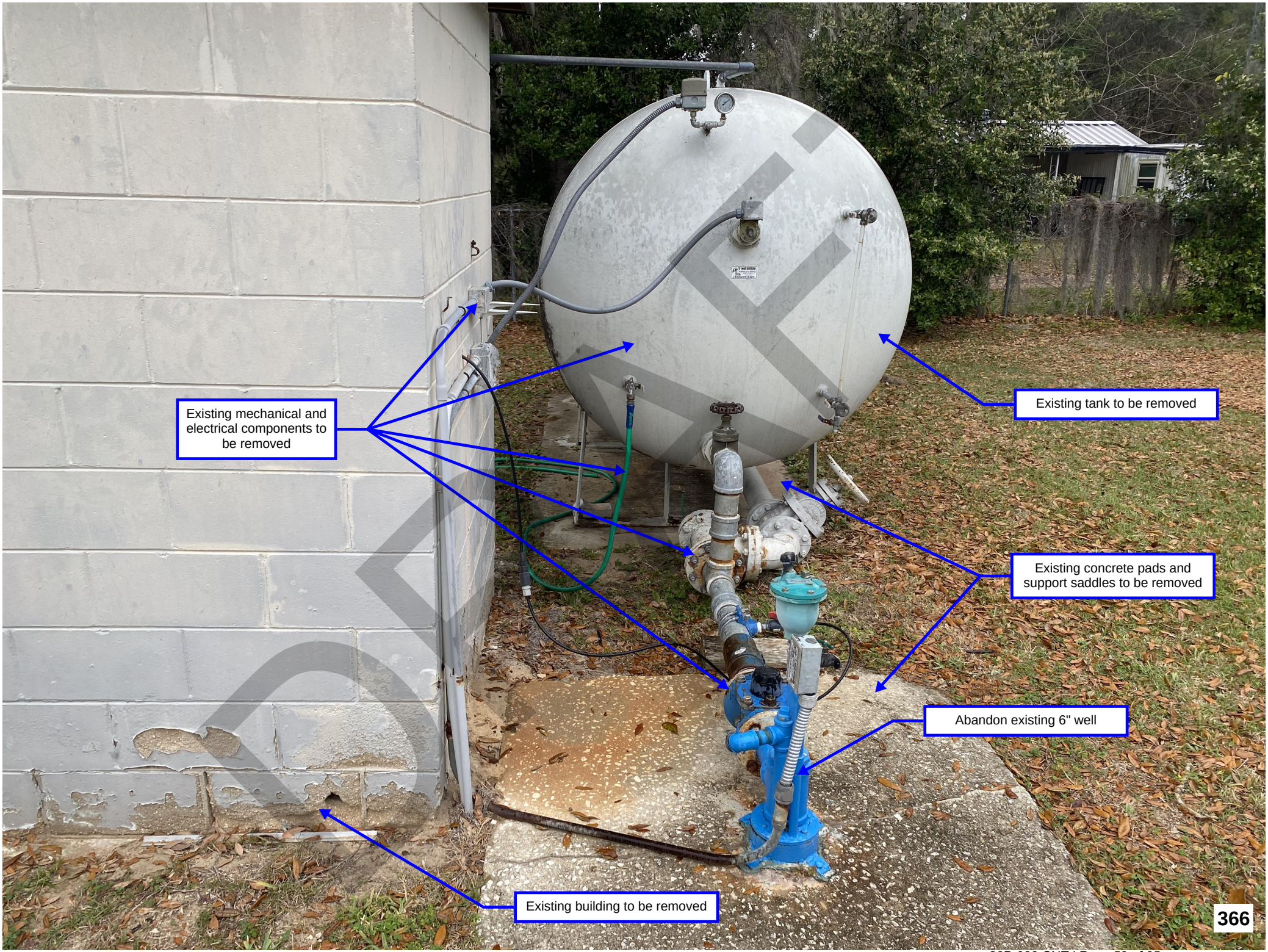
Google aerial of site 2023



Golden Holiday WTP No.2



Golden Holiday WTP No.2



SECTION 02673

WELL CONSTRUCTION AND ABANDONMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

The work to be performed under this Section includes the furnishing of all labor, material, transportation, tools, supplies, equipment and appurtenances necessary for the complete abandonment of the existing well(s) as shown on the location maps, or as specified herein.

1.02 QUALIFICATIONS OF WELL CONTRACTOR

A. Only those Well Construction Contractors licensed by the State of Florida and governed by F.A.C. Chapters 40D-3 and 62-532 of the Rules of Saint Johns River Water Management District (SJRWMD) and/or the Florida Department of Environmental Protection (FDEP) are allowed to perform the abandonment of the specified wells.

B. The Contractor shall employ only competent workmen for the execution of this work, and all such work shall be performed under the direct supervision of an experienced well driller, satisfactory to the PROJECT ENGINEER and OWNER.

C. The Contractor shall include with his bid the following information.

1. The type of abandonment equipment to be used for the work.

2. A listing of five (5) similar previous well abandonment construction projects.

3. Well Construction Contractor's Florida State License Number.

D. Failure of the Contractor to comply with the requirements in Paragraph 1.02(C) will result in a rejection of the Contractor(s)' bid submittal.

Should the OWNER determine the contractor(s) is not sufficiently qualified to perform the specified work, the OWNER, at the OWNER'S option, may not enter into an agreement with the Contractor(s)' for the subject project.

1.03 PERMITS AND CERTIFICATIONS

The Contractor shall, at his own expense, procure the required well construction/abandonment permits as may be required by the state water management district responsible to the area, and any other local law or ordinance relating to the

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performance of the work. Work shall not commence until all required permits have been granted. A request to the water management district to abandon a well shall be submitted on DEP Form: 62-532.900(1) provided by the district.

1.04 LOCATION

The location(s) of the well(s) to be abandoned is as specified by the OWNER and as shown on the project location map. Each bidder is required to investigate the local conditions and base his bid on verified observed conditions.

1.05 JOB CONDITIONS

A. Boundaries of Work:

Ingress and egress to the well site property will be as depicted on the project location map and as specified by the OWNER. The Contractor shall not enter on or occupy any adjacent private property with workmen, tools, equipment or material, or encroach onto any ground outside of the project property without the written consent of the OWNER of such adjacent property. Other contractors and employees or agents of the OWNER may, for all necessary purposes, enter upon the work and premises used by the Contractor, and the Contractor shall conduct his work so as not to impede unnecessarily any work being done by others on, or adjacent to the site. The Contractor shall notify the OWNER when on-site work is being conducted.

B. Protection of Site:

Excepting as otherwise provided herein, the Contractor shall protect all structures, such as: sidewalks, pipelines, trees, shrubbery and lawns during the process of his work; shall remove from the site all cuttings, drilling, debris and unused materials; and shall, upon completion of the work, restore the site as nearly as possible to its original condition, including the replacement, at the Contractor's sole expense, of any facility or landscaping which has been destroyed or damaged beyond restoration to its original condition.

1.06 FACILITIES OR MATERIAL TO BE FURNISHED BY OWNER

No utilities such as water, electric, portable toilets, or lighting will be provided by the OWNER. No additional facilities or material such as security fencing, signage, maintenance of traffic devices, nor installed temporary construction entrance will be furnished by the OWNER.

The Contractor is responsible to supply an electric generator, if necessary, during the time of contractor’s work.

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SECTION 02673

WELL CONSTRUCTION AND ABANDONMENT

1.07. SUBMITTAL

Record of Well Construction:

A Well Completion Report is required for the abandonment of all wells regardless of whether a construction permit is required. The Well Completion Form shall be accurately completed by the Contractor and submitted to the respective agencies upon completion of the well on Form DEP Form: 62-532.900(2) Well Completion Report. A Copy of each report shall also be provided to the ENGINEER and OWNER

Material Specification Submittal:

The contractor shall submit to the ENGINEER, for review, data on materials, including samples (if requested by Engineer), for materials specified herein. In addition to the above material data, the contractor shall specify equipment and methods to be utilized during the abandonment of the groundwater wells.

1.08 INSPECTION

The Water Management District is authorized to perform inspections, ensuring conformity with applicable standards including conditions set forth be 40C-3 F.A.C. Duly authorized representatives of the Water Management District, upon presenting proper identification and at reasonable times, may enter onto the construction site to inspect work being performed by the Contractor.

The supervision by the Engineer of the work is for the purpose of assuring the Owner that the terms of the contract documents are being properly executed and while the Engineer is instructed to give the Contractor all possible assistance, it is not intended to relieve the Contractor from responsibility for the work and any work which proves faulty must be made right by him.

It is not incumbent upon the Engineer to notify the Contractor to begin, to stop, to resume, or to give early notice or rejection of faulty materials or workmanship, or in any case to superintend to the extent of relieving the Contractor of responsibility or of any consequences of neglect or carelessness of himself or his subordinates.

The OWNER, ENGINEER and their representatives shall at all times have safe access to the work, whether it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

If the specifications, the Engineer's instructions, laws or ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer

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timely notice of its readiness for inspection, and if the inspection is by another authority than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made and where practicable at the source of supply.

PART 2 - PRODUCTS

2.01 Grout (Cement Slurry): Shall be a mixture of Portland neat cement and a 5.5 to 6 gallons of water per sack of cement (94 lbs per sack).

As an option grout shall be a mixture 8-20 mesh granular natural Bentonite, water, and an approved liquid polymer viscosifer or untreated 200-mesh Bentonite and water is acceptable. Contractor shall specify in his bid if bentonite will be utilized.

2.02 Gravel: Shall be 1/2" to 3/4" U.S. sieve size. Gravel shall be clean and free from organic or other deleterious material.

PART 3 - EXECUTION

3.01 GENERAL

Wells to be abandoned under this contract are defined by the following characteristics.

Golden Holiday WTP Well No. 1:
Location: 1619 NW 30th Avenue, Ocala, FL (On site)
Attributes: Diameter = 6-inch
Casing Depth = unknown
Total Depth = 150 feet
Nominal Bore Hole Dia. = 6-inch

Golden Holiday WTP Well No. 2:
Location: 2041 NW 28th Avenue, Ocala, FL (On site)
Attributes: Diameter = 6-inch
Casing Depth = 126 feet
Total Depth = 185 feet
Nominal Bore Hole Dia. = 6-inch

Top of casing and well caps are located above grade.

3.02 GEOPHYSICAL LOGGING **(NOT Required)**

Geophysical well logging shall be conducted for all wells prior to any construction activity at the sites, other than uncovering and removing the cap from the wells. As a minimum requirement Natural Gamma and Caliper logs are required. Casing and total well depths

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identified herein shall be verified during logging. The Contractor shall notify the Water Management District (WMD) at least 24 hours prior to commencement of geophysical logging and abandonment procedures. Upon completion of the logs, one (1) electronic pdf copy and two (2) certified hard copies of each log shall be submitted to the ENGINEER.

3.03 PROTECTION OF QUALITY OF WATER

A. Precautions to be taken:

The Contractor shall take such precautions as are necessary or as may be required to prevent contaminated water or water having undesirable physical or chemical characteristics from entering through the well opening. He shall also take all necessary precautions during the construction period to prevent contaminated water, gasoline, or any other contaminant from entering the well, whether through the opening or by seepage through the ground surface.

3.04 ABANDONMENT PROCEDURES

A. Plugging of Bore Hole

The well bore hole shall be filled with gravel as specified in Section 02673(2.02) from the bottom of bore hole to within 15 to 20 feet below the casing bottom. Gravel shall be installed in a manner which prevents bridging. Approved methods include pumping by tremy pipe, or gravity feeding. The gravel depth within the well shall be determined by tagging and reporting the total well depth to ENGINEER prior to commencing gravel backfill. The Water management District shall be notified of the final gravel depth. Conditions shall be confirmed by district staff before cement grouting commences.

B. Cement Grouting of Cased Hole

Neat cement slurry as specified in Section 02673(2.01) shall be pumped (tremied) at volume intervals acceptable to district staff. The minimum setting time required for grouting is 12 hours. The well depth to the top of grout shall be determined by tagging. Additional grout shall be installed at the discretion of the Water Management District.

3.05 RESTORATION

The excavated area around the well if any, shall be backfilled with original material and graded to a level continuous with the surrounding construction area. Restoration to near pre-construction conditions is required by the contractor including pavement, sidewalk, or grass patching.

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SECTION 02673

WELL CONSTRUCTION AND ABANDONMENT

3.06 COMMUNICATION WITH ENGINEER

Daily communication with the office of the ENGINEER is required during all phases of well abandonment (mobilization, demobilization, abandonment procedures, etc.). The Contractor shall notify the office of the ENGINEER when as-bid unit quantities are to be modified due to conditions encountered at the construction site. Any changes in quantities must be approved through a change order approved by the OWNER and ENGINEER.

3.07 TEMPORARY CAPPING REQUIREMENTS

At all times during the progress of the work, the Contractor shall protect the well in such a manner as to effectively prevent either tampering with the well, or the entrance of foreign matter into it. Upon completion of the well, the Contractor shall provide and set a substantial screwed flange or welded cap satisfactory to the Engineer.

3.09 MISCELLANEOUS WORK AND MATERIALS

Any other miscellaneous items required to construct the well in accordance with SJRWMD F.A.C. 40C-3 and FDEP F.A.C. 62-532 regulations and these specifications shall be considered to be included in the items bid in the proposal and the bid prices reflect this. No additional compensation shall be paid.

END OF SECTION

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23377 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.4.2.

SUBJECT:
Request Approval of Bid Award: 26B-092 Fire Sprinkler Systems and Fire Pumps Inspections and Testing Services - Johnson Controls Fire Protection LP, Milwaukee, WI (Budget Impact - Neutral; expenditure of $76,654)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Facilities Management, Procurement advertised a bid seeking a certified company to perform quarterly and annual inspections of fire sprinklers and fire pumps. Services must also include full trip inspections, internal inspections and hydro inspections in accordance with applicable National Fire Protection Association (NFPA) standards and State of Florida requirements.

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

Vendor - *Location*	**Bid**
Johnson Controls Fire Protection LP - *Milwaukee, WI*	$76,654.00
Firetrol Protection Systems - *Austin, TX*	$122,915.87
W.W Gay Fire Protection, Inc. - *Gainesville, FL*	$194,304.02
Vulcan Fire Solution Inc - *Tampa, FL*	$197,784.00

Facilities staff recommend Johnson Controls Fire Protection LP to receive the award as the lowest, most responsive, and most responsible bidder.

Attached for review is a contract draft. Upon approval at today's meeting, it will be sent to Johnson Controls Fire Protection LP for signatures. Once returned, it will be forwarded to Legal, the Clerk, and Chairman for execution.

BUDGET/IMPACT:
Neutral; estimated annual expenditure of $76,654.
Funding is from:
AA180519-534101 - $75,636
AA181519-534101 - $1,018
AA180519-534101 - 180RAMP26-FAC GENERAL - $3,600
AA181519-534101 - 180RAMP26 -FAC GENERAL - $150

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue a contract and upon approval by Legal, authorize the Chairman and Clerk to execute the contract under 26B-092.

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 **Johnson Control Fire Protection Lp**, with a principal address of 5757 N Green Bay Ave, Milwaukee, WI 53209, and a mailing address of PO Box 591 X-81, Milwaukee, WI 53201, possessing FEIN# 58-2608861 (hereinafter referred to as "FIRM") under seal for Fire Sprinkler Systems and Fire Pumps Inspections and Testing 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 #26B-092 - Fire Sprinkler Systems and Fire Pumps Inspections and Testing Services, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon the 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 26B-092, more fully set forth on Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment Per Fee Schedule, Exhibit B hereto, 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

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PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:
   - Keep and maintain public records required by COUNTY to perform the Work;
   - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
   - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damage which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

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COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

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a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
a) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
b) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
c) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
d) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
e) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
f) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
i) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hard copy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution, and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.

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- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings**.**
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.
   1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.
   3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:

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a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
c. Been engaged in business operations in Cuba or Syria; or
d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A - 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: Johnson Control Fire Protection Lp
5757 N Green Bay Ave, Milwaukee, WI 53209
CONTACT PERSON: Julie Willis | Phone: 904-383-0876

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,

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FIRM may designate up to two (2) e-mail addresses: julie.willis@jci.com and nataleemckenley@jci.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

CARL ZALAK, III DATE
CHAIRMAN

BCC APPROVED: July 7, 2026
26B-092 | Fire Sprinkler Systems and Fire Pumps Inspections and Testing Services

JOHNSON CONTROL FIRE PROTECTION LP

BY: DATE

PRINTED:

ITS: (TITLE)

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Exhibit A

Fire Sprinkler Systems and Fire Pumps Inspections and Testing Services

SCOPE OF WORK

Facilities Management requires the Contractor to perform quarterly and annual inspections of fire sprinkler systems and fire pumps. Services shall also include full trip inspections, internal inspections, and Fire Department Connection (FDC) hydrostatic testing in accordance with applicable National Fire Protection Association (NFPA) standards and State of Florida requirements. The contract term is for two (2) years with two, two-year renewal options.

SECTION 1 – QUALIFICATIONS

1.1 The Contractor and its personnel performing work under this Contract shall be certified, qualified, and properly trained to conduct annual and quarterly fire sprinkler and fire pump inspections, full trip inspections, internal inspections, and FDC hydrostatic testing in accordance with all applicable NFPA standards and State of Florida requirements.

1.2 The Contractor shall report all deficiencies identified during inspections to Facilities Management. Deficiency reports shall include the applicable NFPA code reference and recommended corrective action.

1.3 The Contractor shall not perform any repair work or replacement of parts not included in the inspection process without prior approval from Facilities Management.

1.4 The Contractor shall comply with all applicable safety regulations, follow industry safety standards, and use industry-approved safety equipment while performing services.

SECTION 2 – REQUIREMENTS

2.1 The Contractor shall provide quarterly, semi-annual, and annual inspections of fire sprinkler systems and annual inspections of fire pumps at all locations covered under this Contract in accordance with the requirements of the National Fire Protection Association (NFPA) and all applicable federal, state, and local laws, regulations, permits, codes, and ordinances governing these services.

2.2 Any subcontractors utilized by the Contractor shall be subject to prior written notice to and approval by the County.

2.3 For security purposes, all Contractor personnel shall wear uniforms and display employee identification badges at all times while on County property.

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2.4 The Contractor shall notify Facilities Management of any current codes not included in this Scope of Work and any future code changes that may result in additional costs beyond the scope of this Contract. Any additional work or costs resulting from code changes shall require prior written approval from Facilities Management before work is performed.

2.5 The Contractor shall provide the following fire protection inspections and testing services, including any additional services required by applicable code changes:

- Quarterly and annual fire sprinkler system inspections
- Annual fire pump inspections
- Three-year full trip inspections
- Five-year internal inspections
- Five-year FDC hydrostatic testing

2.6 Inspection costs shall include all labor and materials necessary to complete the inspections. Inspection materials shall include, at a minimum, all tags, testing materials, documentation, and minor consumable items required to complete the inspections and testing.

2.7 Marion County Ordinance 23-09 requires fire inspection reports to be uploaded to The Compliance Engine within thirty (30) days of the inspection. The Contractor shall comply with this requirement and ensure all applicable reports are uploaded. Only reports associated with buildings located outside the City limits of Ocala shall be uploaded. The fee associated with each report upload shall be reimbursed by the County. The compliance website is https://www.thecomplianceengine.com/ and the fee to upload each report is $18.

2.8 The Contractor shall provide an inspection schedule to Facilities Management at least thirty (30) days prior to the inspection due date. Inspection dates shall be coordinated with and approved by Facilities Management. Inspections shall be performed in a manner that minimizes disruption to building occupants. The Contractor shall complete all inspections within the applicable inspection month or required NFPA timeframe unless otherwise approved by Facilities Management.

2.9 Inspection reports and service tickets shall include all required NFPA information, as well as the technician's name, date of service, arrival and departure times, services performed, any parts used during service, facility name, facility address, and type of equipment serviced.

2.10 As part of each annual inspection, the Contractor shall survey the building, fire sprinkler systems, and related equipment for any manufacturer recalls, recommended repairs, upgrades, or modifications. All findings shall be documented separately within the inspection report.

2.11 The Contractor shall submit inspection reports for each inspected location to Facilities Management. All invoices shall be submitted to procurementinvoices@marionfl.org, with the designated County representative copied on all invoice submissions. Invoices will be processed upon receipt of the required inspection reports.

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SECTION 3 – SPECIFICATIONS

3.1 A list of locations requiring inspection services shall be provided by Facilities Management. Library locations shall have inspections completed prior to 10:00 a.m. Locations designated by Facilities Management may require an escort and/or inspections outside normal business hours. The Contractor shall coordinate these requirements with Facilities Management.

3.2 The Contractor shall not perform work at any location not authorized by the designated County representative.

3.3 During the term of the Contract, Facilities Management reserves the right to add or delete specific services and/or locations at the applicable contract pricing.

3.4 Facilities Management may request periodic meetings with the Contractor to review performance, discuss expectations, and address any issues. Upon execution of the Contract, the Contractor shall provide current contact information for personnel responsible for contract administration and service coordination.

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Exhibit B

Fire Sprinkler Systems and Fire Pumps Inspections and Testing Services

Fee Schedule

(The locations listed with an asterisk (*) requires the Vedor's Technician to be escorted by a County Employee)

LOCATION	Address	Square Footage	Type of system	No. of Systems	Compliance Engine Report	Sprinkler Quarterly Inspection	Sprinkler Annual Inspection	Fire Pump Annual System Inspection (9 locations)	Sprinklers 3 Year Full Trip Dry Inspection (4 locations)	Sprinklers 5 Year Internal Inspection (49 locations)	5 Year FDC Hydrotest (31 locations)
*911 COMMUNICATION CENTER	696 NW 30TH AVE., OCALA		Dry	1		$80	$170.00		$360.00	$300.00	$200.00
*911 COMMUNICATION CENTER	696 NW 30TH AVE., OCALA	15,066	Wet	1		$80	$170.00			$300.00	$200.00
BELLEVIEW FS #18	11941 SE 55TH AVE. RD., BELLEVIEW 34420	10,222	Wet	1	$18	$80	$170.00			$300.00	$200.00
BELLEVIEW HEALTH DEPARTMENT	7055 SE 110TH RD., BELLEVIEW	5,892	Wet	1	$18	$80	$170.00			$300.00	$200.00
BELLEVIEW LIBRARY	13145 SE HWY 484, BELLEVIEW	16,000	Wet	1	$18	$80	$170.00			$300.00	$200.00
CITRA FS #2	2189 NE 180th LN., CITRA 32113	8,123	Wet	1	$18	$80	$170.00	$400.00		$300.00	$200.00
*CLERK'S ANNEX	19 N PINE AVE., OCALA	33,264	Wet	4		$80	$170.00			$300.00	$200.00
*CLERK'S RECORDS	870 NW 4TH AVE., OCALA	22,000	Wet	1		$80	$170.00			$300.00	
DUNNELLON LIBRARY	20351 ROBINSON RD., DUNNELLON	16,000	Wet	1	$18	$80	$170.00			$300.00	$200.00
EAST MARION FS #4	16004 E HWY 40, SILVER SPRINGS	7,500	Wet	1	$18	$80	$170.00	$400.00		$300.00	$200.00
EMS CENTRAL	1400 SW 6TH AVE., OCALA	19,442	Wet	1	$18	$80	$170.00			$300.00	$200.00
*EOC COMMUNICATION CENTER	696 NW 30th Ave Ocala	20,000	Wet	1	$18	$80	$170.00			$300.00	$200.00
*EOC COMPUTER SERVICE RM	696 NW 30th Ave Ocala	600	Dry	1	$18	$80	$170.00		$360.00	$300.00	
*EVIDENCE WAREHOUSE - Captain	710 NW 30TH AVE., OCALA	30,000	Wet	1	$18	$80	$170.00			$300.00	$200.00
FT MCCOY FS #7	11575 NE 146TH PL., FT. MCCOY	10,222	Wet	1	$18	$80	$170.00	$400.00		$300.00	$200.00
FREEDOM LIBRARY	5870 SW 95TH ST., OCALA	33,090	Wet	1	$18	$80	$170.00			$300.00	$200.00
FRIENDSHIP FS #21	7884 SW 90th St., OCALA 34476	10,222	Wet	1	$18	$80	$170.00			$300.00	$200.00
GOLDEN OCALA FS#20	3600 NW 70TH AVE. RD., OCALA 34482	10,600	Wet	1	$18	$80	$170.00	$400.00		$300.00	
*GROWTH SERVICES	2710 E SILVER SPRINGS BLVD., OCALA	56,000	Wet	2	$18	$80	$170.00			$300.00	
LAKE COUNTY MEDICAL EXAMINER (Paid by Fire)	809 PINE ST., LESSBURG 34748	9,570	Wet	1	$18	$80	$170.00			$300.00	$200.00
LANDFILL TRANSFER STATION	5521 SE 66TH ST., OCALA 34472	31,872	Dry	3	$18	$80	$170.00		$360.00	$300.00	
LIBERTY FS #32	11350 SW 49TH AVE., OCALA 34476	8,989	Wet	1	$18	$80	$170.00			$300.00	$200.00
*LIBRARY HQ	2720 E SILVER SPRINGS BLVD., OCALA	57,748	Wet	2	$18	$80	$170.00			$300.00	$200.00
*JC2 & JC3	110 NW 1ST AVE., OCALA	146,520	Wet	15	$18	$80	$170.00	$400.00		$300.00	$200.00
*JUDICIAL PARKING GARAGE	110 NW 1ST AVE., OCALA	271,884	Wet	1	$18	$80	$170.00			$300.00	$200.00
RAY LLOYD FS #31	11240 SW HWY 484, DUNNELLON 34432	10,222	Wet	1	$18	$80	$170.00	$400.00		$300.00	$200.00
ROLLING GREENS FS #28	5907 CHERRY RD., OCALA 34472	8,045	Wet	1	$18	$80	$170.00			$300.00	
SALT SPRINGS FS #15	14463 NE 250TH AVE., SALT SPRINGS	8,171	Wet	1	$18	$80	$170.00	$400.00		$300.00	
SE LIVESTOCK AUDITORIUM	2200 NE JACKSONVILLE RD., OCALA	66,694	Wet	1	$18	$80	$170.00			$300.00	$200.00
SHADY FS #16	7151 S MAGNOLIA AVE., OCALA 34476	10,222	Wet	1	$18	$80	$170.00	$400.00		$300.00	$200.00

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*SHERIFF OPERATIONS	692 NW 30TH AVE., OCALA	10,222	Wet	1	$18	$80	$170.00			$300.00	$200.00
SPRUCE CREEK FS #30	7900 SE 135TH ST., SUMMERFIELD 34491	10,222	Wet	1	$18	$80	$170.00	$400.00		$300.00	$200.00
*SUPERVISOR OF ELECTIONS	981 NE 16TH ST., OCALA	66,694	Wet	2	$18	$80	$170.00			$300.00	$200.00
*TAX COLLECTORS	503 SE 25TH AVE, OCALA	48,600	Wet	1	$18	$80	$170.00			$300.00	$200.00
Majestic Oaks (Temp) FS #23	8526 SW 49th AVE., OCALA	2,520	Wet	1	$18	$80	$170.00			$300.00	$200.00
*TRAINING GYM JAIL	710 NW 30TH AVE., OCALA	27,523	Wet	1		$80	$170.00			$300.00	$200.00
*VETERANS RESOURCE CENTER	2730 E SILVER SPRINGS BLVD., OCALA	30,000	Wet	1		$80	$170.00			$300.00	$200.00
*VIDEO VISITATION - Captain	3500 NW 10TH ST., OCALA	20,500	Wet	1		$80	$170.00			$300.00	
* JAIL (INCLUDES VARIOUS LOCATIONS (11 see locations below)	3290 NW 10TH ST., OCALA	412,800		21		$80	$170.00			$300.00	$200.00
Jail Building 1 Kitchen			Wet			$80	$170.00			$300.00	
Jail Building 2 Booking			Dry			$80	$170.00		$360.00	$300.00	
Jail Building 3 Medical			Wet			$80	$170.00			$300.00	
Jail Building 4 - G Pod			Wet			$80	$170.00			$300.00	
Jail Building 5 - H Pod			Wet			$80	$170.00			$300.00	
Jail Building 5 - Jail Juvenile			Wet			$80	$170.00			$300.00	
Jail Building 5 - A Pod			Wet			$80	$170.00			$300.00	
Jail Building 5 - B Pod			Wet			$80	$170.00			$300.00	
Jail Building 5 - C Pod			Wet			$80	$170.00			$300.00	
Jail Building 5 - D Pod			Wet			$80	$170.00			$300.00	
Jail Building 5 - F Pod			Wet			$80	$170.00			$300.00	

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23212 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.4.3.

SUBJECT:
Request Approval of Change Order to Purchase Order 2601179 - Removal and Remounting of Modules - ETR, LLC, Sanford, FL (Budget Impact - Neutral; expenditure of $44,500)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On April 21, 2026, the Board approved a purchase order with ETR, LLC, in the amount of $926,369, to refurbish four existing front-line ambulances by transferring and remounting their patient compartments and reusable components onto four (4) new 2026 International CV515 SFA 4x4 cab-and-chassis units. The project includes the removal, refurbishment, and reinstallation of components that have experienced normal wear and tear to extend the service life of the ambulances while placing them on new chassis.

Change Order 1 is presented for consideration to increase the purchase order by $44,500 for additional assembly and re-chassis work necessary to complete the refurbishment and place the vehicles into operational service. The amount is based on the first two quotes received for this work and is anticipated to be representative of the remaining two rescues requiring the same.

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

BUDGET/IMPACT:
Neutral; estimated additional expenditure of $44,500, for a total purchase order amount of $970,896. Funding is from line VJ733526-564101 Project STC0733VE.

RECOMMENDED ACTION:
Motion to approve the Change Order, allow staff to process, and authorize the Chairman and Clerk to execute Change Order 1 to Purchase Order 2601179.

Marion County
FLORIDA
PROCUREMENT SERVICES

CHANGE ORDER FORM

This form is to be used when a Purchase Order has a change in scope, amount or date. Amounts exceeding 10% of original award requires BCC approval. Some fields may not be applicable and may be left blank. Use your cursor to hover over a field for help.
Please send completed and digitally signed form to ***Procurement@marionfl.org***

Date: 6/2/2026

Department: Fire Rescue Service

Change Order #: 001

☐ Additional Days Only

Is Board Action Required? Yes

Contractor/Vendor (Name & Address):

ETR LLC
700 S French Ave
Sanford, FL 32771

Bid/Contract/Quote Number & Project Title:

PO Number: 2601179

Contract Amount:

GL Account Number (ORG/OBJECT): VJ733526-564101

Have you sent Procurement the revised P&P Bond? Yes ○ No ○ N/A ◉

Project Account Number (If applicable): STC0733VE

Is the change order amount from Contingency? Yes ○ No ◉

Requesting Amount of Contingency:

JUSTIFICATION & DESCRIPTION OF CHANGE

Additional funds needed to complete the removal and remounting of modules on four (4) new 2026 International CV515 SFA 4X4 cab and chasis.

** BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE**

Original Ordered Amount:	$926,396.00
Current Ordered Amount (Not the balance):	$926,396.00
The PO will be increased/decreased by this change order in the amount of: (Do not put contingency amount) ◉ Increase ○ Decrease	$ 44,500.00
The new PO amount including this change order will be: (PO amount will not change if it comes from contingency)(auto calculated)	$970,896.00
Contract time will be Increased/decreased by _____ DAYS	
Prior Substantial Completion Date:	Revised Substantial Completion Date: NA
Prior Final Completion Date:	Revised Final Completion Date: NA

Approval:

Cassandra Li — Digitally signed by Cassandra Li Date: 2026.06.02 11:22:15 -04'00'

Director/Designee — Date

Project Mgr. — Date

Administration (NEW amount is between $25k - $50k) — Date

Procurement: — Date

BCC Approval (when applicable):

Chairman, BCC — Date

Attest: Clerk of Court — Date

County Administrator — Date

Reset Form | Email Form

ETR LLC

Change Order

Customer Name / Address

MARION COUNTY FLEET
3330 S.E. MARICAMP ROAD
OCALA, FL 34471

Date	Change Order #
5/15/2026	26-14357CO

Item	Description	Qty	Total
E 122	INSTALL LIGHTING	0	0.00
E122-SPEC	FRONT OF MODULE BROW LIGHT - Change Fire Tech Brow light to Model be FT-B-46-ML3-W	1	214.00
E122-7A	STREETSIDE SCENE LIGHTS - Install (2) New Whelen 900 Series LED scene lights with chrome flanges.	1	568.00
E122-12A	CURBSIDE SCENE LIGHTS - Install (2) New Whelen 900 Series LED scene lights with chrome flanges.	1	568.00
E122-20B	BRAKE / TAIL / TURN / REVERSE LIGHTS - Install New Whelen 600 Series LED lights with chrome flanges in lieu of Tecniq lights	1	663.00
E122-32A	3RD BRAKE LIGHT - Install New 3rd Brake Light	1	56.00
E 124	ELECTRICAL		0.00
E124-12B	Back Up Camera will be interfaced with OEM monitor in dash.	1	-827.00
E124-13A	CAAS GVS 3.0 Exception C.8.5.5 Lack of Automatic Anti-Theft device for Idling. Anti-theft security module declined. (Per CAAS requirements). By declining to select an appropriate anti-theft device for this chassis, The Agency is non-compliant to CAAS GVS 2.0 for the likely event of required idling of the chassis while unattended.	1	-477.00
C 123	ASSEMBLE / INSTALL / DOORS / GASKETS	0	0.00
C123-3-N	> Install new lower stainless door panels - (3) Entry doors	1	633.00
C123-23-7	> Install new door hold opens (7) doors.	1	137.00
C123-3-P	> Remove Door and Interior Grab handles and grab rail. Send to Advanced Powdercoat for refinish. Gray	1	824.00
C 121	INSTALL HARDWARE	0	0.00
C121-20	Install New Backboard strap	1	122.00
I 108	REMOVE FLOORING & COMPONENTS	0	0.00
I108-SPEC	Cutout rotten plywood sub-floor and replace.	1	550.00
			0.00
I 127	PLEXIGLASS	0	0.00

Customer Approval Signature:		Date:		**Total**

ETR LLC

Change Order

Customer Name / Address
MARION COUNTY FLEET 3330 S.E. MARICAMP ROAD OCALA, FL 34471

Date	Change Order #
5/15/2026	26-14357CO

Item	Description	Qty	Total
I127-2-7	Replace all plexi glass - (7) streetside cabinets. Smoke Plexiglass	1	1,558.00
I 146	FABRICATE CABINETS / INTERIOR MODIFICATIONS & INSTALLATIONS	0	0.00
I146-4-2	Replace squad bench (2) hold opens.	1	116.00
I146-SPEC	Install (3) New IV Hooks. (Hooks are missing)	1	92.00
I146-6	Replace (1) Male retractable squad bench seat belt. (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM, FMVSS, and CAAS, requirements)	1	153.00
I146-17A	Install new squad bench safety net - Direct replacement.	1	389.00
I 154	O2 SYSTEM / MED AIR SYSTEM / HELIOX SYSTEM	0	0.00
I154-SPEC	Install (3) New 02 Faceplates	1	486.00
F 149	FABRICATE NON-DIAMOND PLATE	0	0.00
F149-4	Fabricate new lower stainless door panels for entry doors.	1	0.00
F 130	CHASSIS PREP & MODIFICATIONS	0	0.00
F130-14	Weld in new crossmember at rear for tow eyes.	1	654.00
F130-11	Install Tow Eyes/Hooks on Rear	1	614.00
	********** END OF SECTION **********	22	7,093.00

Customer Approval Signature:		Date:		**Total**	$7,093.00

MARION COUNTY REMOUNT #2 (#26-14358) - SUPPLEMENTAL CHANGE ORDER

Item	Description	Price	Approved
E 122	**INSTALL LIGHTING**		
E122-32A	3RD BRAKE LIGHT - Install New 3rd Brake Light (#AEV-LITE-KFL)	$ 56.00	
E122-12A	CURBSIDE SCENE LIGHTS - Install (1) New Whelen 900 Series LED scene lights with chrome flanges.	$ 284.00	
C 123	**ASSEMBLE DOORS**		
C123-3-N	> Install new door panels - (3) Entry doors	$ 633.00	
C123-3-O-6	> Install new door panels - (6) Compartment doors	$ 1,333.00	
C123-23-7	> Install new door hold opens (7) doors.	$ 137.00	
C123-3-P	> Remove Door and Interior Grab handles and grab rail. Send to Advanced Powercoat for refinish. Gray	$ 824.00	
C 121	**INSTALL HARDWARE**		
C121-26-7	Install new stainless compartment thresholds - (7) Compartments.	$ 916.00	
C121-20	DA sand and reinstall dividers in M-5 compartment. With New Backboard Strap (#INTT-ZSBLO-02030)	$ 270.00	
I 127	**PLEXIGLASS**		
I127-2-7	Replace all plexi glass - (7) streetside cabinets. Smoke Plexiglass	$ 1,558.00	
I 146	**CABINETS / INTERIOR**		
I146-4-2	Replace squad bench (2) hold opens. (AEV-HOLD-0460)	$ 116.00	
I146-SPEC	Install (2) New IV Hooks. (Hooks are missing) (AEV-10150559)	$ 59.00	
I146-6	Replace (3) Male retractable squad bench seat belt (INTT-ZA-209-SHP-A-02)	$ 459.00	
I146-17A	Install new squad bench safety net - Direct replacement. (#AEV-NETS-MOD2)	$ 389.00	
I146-SPEC	Repair water leak and replace damaged electrical cabinet	$ 3,930.00	
I 154	**O2 SYSTEM SYSTEM**		
I154-SPEC	Install (3) New 02 Faceplates	$ 486.00	
F 143	**CURB SIDE MODULE MODIFICATIONS**		
F143-SPEC	Repair body damage to curbside and reskin entry door	$ 2,886.00	
F 142	**STREETSIDE MODULE MODIFICATIONS**		
F143-SPEC	Repair body damage to streetside	$ 1,674.00	
F 130	**CHASSIS PREP**		
F130-14	Weld in new crossmember at rear for tow eyes.	$ 654.00	
F130-11	Install Tow Eyes/Hooks on Rear	$ 614.00	
	********** **END OF SECTION** **********	$ 17,278.00	

ETR LLC

Scope of Work

Customer Name / Address
MARION COUNTY FLEET 3330 S.E. MARICAMP ROAD OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
	CUSTOMER NAME: MARION COUNTY FLEET #1
	UNIT OR ID # -
	Current Chassis: 2014 FORD F450 4X2 #HEC58100
	New Chassis: INTERNATIONAL CV515
	Ambulance Module OEM: AEV #17OF21744
	Sales Manager: FRED JOSEPH
	**********
S990-4	PRICING IS BASED ON EVALUATION OF SUBMITTED PHOTOS AND IS SUBJECT TO SUPPLEMENTAL CHARGES AFTER ARRIVAL AND INSPECTION OF UNIT.
Q 100	PRE-INSPECTION
Q100-1	ETR will test the mechanical, electrical and O2 systems. The customer will be notified of findings.
	********** END OF SECTION **********
	********** ---------<< LIGHTING >>---------- **********
E 101	REMOVE LIGHTING
	> REMOVE EXTERIOR LIGHTING
E101-1E	Front of Module - Remove (5) Warning Lights. Remove clearance lights. Remove turn arrow lights. Remove 2" round step lights from front stone guards
E101-2B	StreetSide - Remove (2) Warning Lights. Remove (2) Scene Light. Remove DOT light on bumper pontoon. Remove mid level turn arrow light.
E101-3B	Curbside - Remove (2) Warning Lights. Remove (2) Scene Light. Remove DOT light on bumper pontoon. Remove mid level turn arrow light.
E101-4D	Rear of Module - Remove (5) Warning Lights. Remove (2) Scene Lights. Remove clearance lights. Remove center brake light. Remove Brake/Turn/Reverse lights. Remove Tag Lights.
	> REMOVE INTERIOR LIGHTING
E101-9	Remove (1) Stepwell Light.
	********** END OF SECTION **********
E 122	INSTALL LIGHTING - NOTE: All ETR installed zip-ties must be flush cut.
	>FRONT OF MODULE
E122-1B	FRONT OF MODULE WARNING LIGHTS - Reinstall (5) Red/White LED Lights with new chrome flanges. Clear Lens, Same layout as built
E122-3C	FRONT OF MODULE DOT LIGHTS - Install (2) NEW LED corner cap lights. Center clearance lights are deleted.

ETR LLC

Scope of Work

Customer Name / Address

MARION COUNTY FLEET
3330 S.E. MARICAMP ROAD
OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
E122-3G-3	FRONT OF MODULE TURN LIGHTS - Install (2) New Tecniq K60 Series LED turn arrow lights with chrome flanges.
E122-3H	FRONT OF MODULE - Reinstall (2) 2" Round Cab Step Lights.
E122-SPEC	FRONT OF MODULE BROW LIGHT - Install Firetech brow light. Single Stack: 50" With (3) Clearance lights (35 LED) FT-B-46-ML3-W: Switched: Brow Light Switch / Location: Front of Box Centered Above Box Drip Rail / Front Center. Note : Mount so Brow light is facing forward for use as a Warning light. Please make sure the hole for the brow light wiring is hidden behind the brow light itself and not exposed on the ends
	>STREETSIDE OF MODULE
E122-4	STREETSIDE WARNING LIGHTS - UPPER - Reinstall (2) Red LED Lights with new chrome flanges. Clear Lens, Same layout as built
E122-5	STREETSIDE WARNING LIGHTS - MID - Reinstall (1) Whelen Red 700 series Light with new chrome flange. Clear Lens
E122-7A	STREETSIDE SCENE LIGHTS - Install (2) New Whelen 900 Series LED scene lights with chrome flanges.
E122-8A	STREETSIDE DOT LIGHTS - Install new LED DOT light., on side of rear bumper pontoon
	>CURBSIDE OF MODULE
E122-9	CURBSIDE WARNING LIGHTS - UPPER - Reinstall (2) Red LED Lights with new chrome flanges. Clear Lens, Same layout as built
E122-10	CURBSIDE WARNING LIGHTS - MID - Reinstall (1) Whelen Red LED 700 series Light with new chrome flange. Clear Lens
E122-12A	CURBSIDE SCENE LIGHTS - Install (2) New Whelen 900 Series LED scene lights with chrome flanges.
E122-13A	CURBSIDE DOT LIGHTS - Install new LED DOT light., on side of rear bumper pontoon
	>REAR OF MODULE
E122-14	REAR OF MODULE WARNING LIGHTS - UPPER - Reinstall (2) Outer Red 900 LED Lights and (1) Center Amber 600 Light with new chrome flanges. Clear Lens.
E122-15	REAR OF MODULE WARNING LIGHTS - MID - Reinstall (2) Amber 900 Lights with new chrome flanges. Clear Lens.
E122-18C	REAR OF MODULE DOT LIGHTS - Install (3) New LED Center Clearance Lights and (2) New LED corner cap lights.
E122-19	REAR OF MODULE SCENE LIGHTS - Reinstall (2) scene lights
E122-20B	BRAKE / TAIL / TURN / REVERSE LIGHTS - Install New Whelen 600 Series LED lights with chrome flanges.
E122-21	TAG LIGHTS - Install new LED.
E122-32A	3RD BRAKE LIGHT - Install New 3rd Brake Light
	>CHASSIS LIGHTING

ETR LLC

Scope of Work

Customer Name / Address
MARION COUNTY FLEET 3330 S.E. MARICAMP ROAD OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
E122-22E	GRILL LIGHTS - Install (4) New Whelen 500 V-Series LED Warning Lights with chrome flanges. NOTE: The Takedown Lights Will Flash as Emergency Lights and Will Also Have a Separate Over Ride Switch in Console As a Steady Burn If Needed To Use As Scene Lights. The Puddle Lights Will Have a Separate Switch to Activate and Will Be Tied Into the Same 5 Minute Kill Circuit.
E122-23C	INTERSECTION LIGHTS - Install (2) New Whelen 500 V-Series LED Warning Lights with chrome flanges. NOTE: The Takedown Lights Will Flash as Emergency Lights and Will Also Have a Separate Over Ride Switch in Console As a Steady Burn If Needed To Use As Scene Lights. The Puddle Lights Will Have a Separate Switch to Activate and Will Be Tied Into the Same 5 Minute Kill Circuit.
	>INTERIOR LIGHTING
E122-26	DOME LIGHTS - No change.
E122-27	FLUORESCENT LIGHTS - No change.
E122-28	ACTION AREA LIGHT - No change.
E122-29	ENTRYWAY LIGHT - Install (1) new LED light.
E122-30	COMPARTMENT LIGHTS - No change.
	********** END OF SECTION **********
	********** ---------<< ELECTRICAL >>---------- **********
E 104	DISCONNECT WIRING
E104-1	Pull back wires from under hood and label. Includes cables.
E104-2	Remove radios, switch panel, console components, cab components.
E104-3	Pull all wires from console to module and label.
E104-4	Disconnect all chassis grounds.
E104-5	Remove (1) shoreline inlet.
E104-SPEC	Remove the center console Computer Mount. Mount will not be reinstalled
E104-9	Inspect all removed electrical circuits, fuses, and components for damage. Notify sales of any issues.
E104-10A	Remove (2) module roof antennas. Antennas will not be reinstalled.
E104-SPEC	Remove the radio chargers and flashlight chargers from the cab.
	********** END OF SECTION **********
E 124	ELECTRICAL - NOTE: All ETR installed zip-ties must be flush cut.
E124-1	New Cab - Remove seats, trim, headliner.
E124-4	Catalog and separate wires. Separate, Route, and extend wiring to under hood locations and cab locations.
E124-5	Route and hook up main battery power supply cables as required.
E124-6A	Install new console. With aluminum backing plate on passenger side.

ETR LLC

Scope of Work

Customer Name / Address
MARION COUNTY FLEET 3330 S.E. MARICAMP ROAD OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
E124-SPEC	Install fuse block under console and in inverter compartment to make components and wiring easier to change and eliminate the searching for fuses. (Blue Sea 5032 ST-Blade Split Bus Fuse Block. Battery hot circuits & Ignition Hot on circuits
E124-7A	Install and wire new Federal PF200R Pathfinder siren controller. Remote Amp
E124-SPEC	Install (2) New Streamlight, Survivor LED-90513 Flashlights in cab. Yellow, 12Volt steady charge with holder Location: Cab Console Between Cup Holders and Glove Storage
E124-8	Transfer reinstall and wire switch panel. Change rocker switches, as needed.
E124-9	Transfer, reinstall, and wire in, console and cab components.
E124-SPEC	Install 15 minute Kill Circuit
E124-12B	Back Up Camera will be interfaced with OEM monitor in dash.
E124-13A	CAAS GVS 3.0 Exception C.8.5.5 Lack of Automatic Anti-Theft device for Idling. Anti-theft security module declined. (Per CAAS requirements). By declining to select an appropriate anti-theft device for this chassis, The Agency is non-compliant to CAAS GVS 2.0 for the likely event of required idling of the chassis while unattended.
E124-15A	Install and hook up new battery switch.
E124-16	Wire all chassis tie in circuits - Ignition, Clutch, Neutral Safety, Park brake, etc.
	> MODULE INTERIOR ELECTRICAL
E124-18	Refurbish circuit board as needed.
E124-19	Test rear switch/control panel functions. Change rocker switches, as needed. Notify sales of any issues. Supplemental Charges May Apply.
E124-20A	Replace existing inverter with Vanner Lifesine 1100W Pure Sine Wave w/ 55A (3) stage charger. Portable Equipment Charging Circuits: Included in Inverter
E124-22	Install Activtek air purifier system. Add Activtek: Activ Tek induct 500-12V Dry H2O2 Air Purification -ozone free. System is to be installed in return air cabinet. It must be serviceable, but not visible to EMT. Activ Tek system on while HVAC blower is running only.
E124-41	Install (3) New 125V/USB Lighted Receptacle and Stainless Steel Cover Plate. (1) in A/A, (1) in Telemetry area and (1) over squad bench. NOTE: Ensure all 125v outlets have the ground hole to the bottom. (Customer preference.)
	> MODULE EXTERIOR ELECTRICAL
E124-25B	Install (1) New 20A Auto Eject Shoreline inlet - Red Cover. with New 1 second pulsed relay.
E124-25N	ETR wires the Auto Eject with a 1 second pulse relay activated by the “Ignition Circuit”. This way the vehicle “Starting Circuit” is not compromised. The Shoreline plug will eject when the key switch is turned to the first position.
E124-25L	Wire and Install (2) New Green Shoreline indicator lights. Weatherproof, power by SQL, Green Indicator lights located above shoreline inlet stacked vertical. Shoreline power in light on top. Shoreline power out light on bottom.
E124-26E	Install new door switches - (11) doors.

ETR LLC

Scope of Work

Customer Name / Address
MARION COUNTY FLEET 3330 S.E. MARICAMP ROAD OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
E124-27	Tie-in tail light harness to OEM harness. Includes brake, turn, tail, and reverse lights.
E124-28	Install new backup alarm.
E124-29A	Install (2) Customer-supplied module roof WiFi antennas installed above M1A compartment with coax to terminate inside compartment.
E124-30B	Install new OEM back up camera on rear of module. (Per CASA requirements)
E124-33A	Install and wire new ES100 bumper speakers for siren. Include S/S ETR grills.
E124-35	Install chassis and battery grounds. Extend battery cables for battery storage under cab, driver's side
E124-37	Reinstall seats, seatbelts, trim, and headliner. (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM requirements)
E124-99	Power up module and function test.
	********** END OF SECTION **********
	********** ----------<< HVAC >>---------- **********
A 106	DISCONNECT AND REMOVE HVAC SYSTEMS
A106-1	Evacuate A/C system.
A106-2A	Disconnect and remove all A/C and heater hoses. (New hoses will be installed)
A106-3A	Disconnect and remove the module A/C evaporator. (A new unit will be installed)
A106-4C	Disconnect and remove condenser - Under module mount. (A new unit will be installed)
	********** END OF SECTION **********
A 125	HVAC SYSTEMS - NOTE: All ETR installed zip-ties must be flush cut.
A125-1A	Route and connect new AC and Heater hoses to new chassis.
A125-2A	Connect and install new module evaporator.
A125-3E	Connect and install new condenser - Roof of module mount, in center of roof
A125-4	Install new heat shield.
A125-6	Charge A/C system and check pressures to OEM specifications.
A125-10	Add AC Vent to M1A Compartment.
	********** END OF SECTION **********
	********** ---<< DOORS >>---- **********
C 103	DOORS, REMOVE/DISASSEMBLE
C103-1-3	Remove and break down (3) entry doors for paint. Label and bag all removed parts.
C103-2-7	Remove and break down (7) compartment doors for paint. Label and bag all removed parts.
C103-7	> Remove rear door grabbers.

ETR LLC

Scope of Work

Customer Name / Address

MARION COUNTY FLEET
3330 S.E. MARICAMP ROAD
OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
	********** END OF SECTION **********
D 117	RECONDITION COMPARTMENTS/HINGES/PANELS
D117-1-10	Polish and inspect hinges - (10) doors
D117-2-7	Polish compartment door diamond plate panels - (7) doors
D117-3-3	Polish and clean entry door panels - (3) doors
D117-6	Polish and clean rear kickplate.
D117-9	Polish and clean fuel fill housing.
D117-10	Polish and clean DEF fill housing.
D117-14	Polish and clean diamond plate rub rails.
D117-15	Polish and clean Diamond Plate Bellows shield
D117-SPEC	Polish and Clean (6) stainless sill plates
	********** END OF SECTION **********
C 123	ASSEMBLE / INSTALL / DOORS / GASKETS - NOTE: All ETR installed zip-ties must be flush cut.
C123-1-3	Reassemble and Install (3) entry doors with the following options:
C123-3-A	> Recondition and reinstall exterior and interior handles.
C123-3-C	> New rotary latches (Per FMVSS and CAAS requirements)
C123-3-E	> New nader pins (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM, FMVSS, and CAAS, requirements)
C123-3-F	> New electric lock actuators
C123-3-G	> Clean and reinstall windows - Notify sales of any problems with windows
C123-3-I	> New door gaskets
C123-3-J	> Time handles and latches
C123-3-L	> Check for proper alignment
C123-3-M	> Reinstall interior upper door panels
C123-3-N	> Install new lower stainless door panels - (3) Entry doors
C123-3-P	> Reinstall Entry Door Grab Handles
C123-23-1	> Install new Curbside Entry door hold open (1) door.
C123-24A	> Install new CPI door grabbers. (2) at the rear
C123-2-7	Reassemble and Install (7) compartment doors with the following options:
C123-3-A	> Recondition and reinstall exterior handles.
C123-3-C	> New rotary latches (Per FMVSS and CAAS requirements)
C123-3-C-1	> > New Emergency Release latches on Entry doors.
C123-3-E	> New nader pins (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM, FMVSS, and CAAS, requirements)
C123-3-F	> New electric lock actuators
C123-3-I	> New door gaskets

ETR LLC

Scope of Work

Customer Name / Address

MARION COUNTY FLEET
3330 S.E. MARICAMP ROAD
OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
C123-3-J	> Time handles and latches
C123-3-L	> Check for proper alignment
C123-3-O-7	> Install new door panels - (7) Compartment doors
C123-23-7	> Install new door hold opens (7) doors.
	********** END OF SECTION **********
	********** ---<< HARDWARE >>---- **********
C 102	REMOVE HARDWARE
C102-1	Remove all diamond plate stone guards and corner guards from the module.
C102-2	Remove drip rails.
C102-3	Remove the fender flares from the rear wheel wells.
C102-4	Remove rub rails.
C102-5	Remove Fuel Fill
C102-6	Remove DEF Fill. Hole will be welded.
C102-8	Remove rear bumper.
C102-20	Remove Placard Holders. Placards will not be reinstalled. Mounting holes will be welded.
C102-22	Remove Stainless Steel Door Sill Plates
	********** END OF SECTION **********
C 121	INSTALL HARDWARE - NOTE: All ETR installed zip-ties must be flush cut.
C121-1A	Install new diamond plate rear kick plate.
C121-2A	Reinstall rear bumper with new diamond plate pontoons and flip up step.
C121-3	Install new rubber gum drops to rear kick plate for flip up step.
C121-4	Install new black rubber fender flares.
C121-5A	Install new flat stone guards to the front of the module.
C121-6A	Install new diamond plate corner stone guards.
C121-7	Install new diamond plate to curbside stepwell.
C121-8	Reinstall fuel fill housing.
C121-9	Reinstall diamond plate rub rails with new rubber spacers.
C121-11A	Install new cab step assemblies. (2) Door Cab. Battery storage under cab, driver's side in OEM tray. Provide removable plate for access to batteries.
C121-15	Install reflective DOT stickers. Red at rear (4) and amber at front (4)
C121-18	Install new mudflaps.
C121-19A	Cut new drip rails and install after graphics.
C121-21	Install Starboard in Back Board and O2 compartments.
C121-24-A6	Clean and Reinstall Turtle Tile to all compartments except Backboard and O2 - (6) compartments.
C121-26-6	Transfer and Reinstall stainless compartment thresholds - (6) Compartments.

ETR LLC

Scope of Work

Customer Name / Address
MARION COUNTY FLEET 3330 S.E. MARICAMP ROAD OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
C121-SPEC	Install New Backboard strap in M-5 compartment.
C121-SPEC	Install rubber seal to lower shelf in the M7 compartment, so that when the door is closed it seals off the odor from the bunker gear in the lower section.
	********** END OF SECTION **********
	********** ----<< INTERIOR AND CABINETS >>---- **********
I 108	REMOVE FLOORING & COMPONENTS
I108-1	Remove bulkhead and ALS cabinets if needed for access.
I108-2	Remove antler and lock bar if present and ship loose with completed unit.
I108-3	Remove floor plates for antler lock bar.
I108-5	Remove thresholds.
I108-6	Remove floor trim.
I108-7	Remove attendant seat.
I108-8	Remove attendant seat base.
I108-9	Remove flooring and inspect subfloor. Advise sales of any issues.
I108-SPEC	Repair and replace rotten subfloor
	********** END OF SECTION **********
I 131	PASS-THRU, BELLOWS
I131-1	Modify bulkhead for the change of chassis and Install new accordion bellows for pass through. Seal with black silicone.
	********** END OF SECTION **********
I 132	CAB INTERIOR PANELS
I132-1A	Fabricate and install new interior cab close out panels - Type I cab
	********** END OF SECTION **********
I 148	CONSOLE - FABWORK / MODIFICATIONS
I148-1	Fabricate new console - Type I cab. Cover with black easy grip and trim edges with 7-trim. Layout - With switch panel at front, (2) cup holder in middle and Flashlight chargers, at rear. With aluminum backing plate for future installation of computer mount. Match previous remount 26-11973. Do not reinstall MDT mount.
	********** END OF SECTION **********
I 126	INSTALL SUB FLOOR / INSTALL FLOORING / INSTALL FLOOR COMPONENTS
I126-1	Install new floor covering. Lonplate 424TX
I126-2	Install new floor trim.
I126-3	Fabricate and install new rear threshold - Stainless.

ETR LLC

Scope of Work

Customer Name / Address
MARION COUNTY FLEET 3330 S.E. MARICAMP ROAD OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
I126-4	Install new side threshold - Stainless.
I126-5A	Apply non-skid tape to rear threshold - Black / Yellow.
I126-6C	Install new attendant seat base - EVS metal base (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM, FMVSS, and CAAS, requirements)
I126-7B	Install new attendant seat - EVS Per-4-Max child safety seat. Black. (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM, FMVSS, and CAAS, requirements)
	********** END OF SECTION **********
I 172	COT RETENTION SYSTEM
I172-3	Install Stryker Power Load with charging (Per CAAS requirements)
	********** END OF SECTION **********
I 127	PLEXIGLASS
I127-2-7	Replace all plexi glass - (7) cabinets. Smoke Plexi
I127-2-2	Fabricate and Install (3) solid Plexi doors, with New Black hinges at top and chrome round latch. Smoke glass. (2) Curbside Upper cabinets and (1) Rear streetside cabinet.
I127-SPEC	Replace Plexiglass window felt, (7) cabinets
	********** END OF SECTION **********
I 129	UPHOLSTERY
I129-2	Remove and reinstall necessary upholstery to work inside the module.
I129-4	Recover upholstery - squad bench cushions. Black
I129-SPEC	Recover Bulkhead upholstery, Black
	********** END OF SECTION **********
I 146	FABRICATE CABINETS / INTERIOR MODIFICATIONS & INSTALLATIONS
	>CABINETS
	>SQUAD BENCH
I146-4-2	Replace squad bench (2) hold opens.
I146-6	Replace (1) squad bench secondary patient seat belt. (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM, FMVSS, and CAAS, requirements)
I146-SPEC	Install New aluminum sharps/trash lid, with New Chrome Hinges and New ABS bezel. on squad bench . See photo in sales
I146-SPEC	Cut down squad bench lids to prevent rubbing together
	>COUNTERTOPS
I146-9	Inspect counter tops. Advise sales of any issues.
I146-13	Install new stainless steel to face of lower ALS cabinet and face of squad bench. See photos in sales
	>TRIM

ETR LLC

Scope of Work

Customer Name / Address
MARION COUNTY FLEET 3330 S.E. MARICAMP ROAD OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
I146-15	Replace damaged cabinet and Floor trim.
	>HARDWARE
I146-16	Replace corroded hardware and hinges as needed.
I146-16A	Replace squad bench hinges.
I146-17A	Install new squad bench safety net - Direct replacement.
	********** END OF SECTION **********
I 157	HEADLINER
I157-SPEC	Buff out Headliner
I157-SPEC	Install (3) New IN Hooks
	********** END OF SECTION **********
I 154	O2 SYSTEM / MED AIR SYSTEM /
I154-1	Pressure test oxygen system. Notify Sales of any issues.
I154-SPEC	02 SYSTEM - Replace (3) O2 outlets
	********** END OF SECTION **********
	********** ----<< FABRICATION AND BODY MODS >>---- **********
F 140	FRONT OF MODULE MODIFICATIONS
F140-1	Modify front of body for chassis change - Type I to International CV515
F140-8	Weld up mounting holes for center (3) clearance lights.
	********** END OF SECTION **********
F 142	STREET SIDE MODULE MODIFICATIONS
F142-2	Weld up holes for DEF fill.
F142-SPEC	Weld up mounting holes for placards on streetside
	********** END OF SECTION **********
F 143	CURB SIDE MODULE MODIFICATIONS
F143-SPEC	Weld up mounting holes for placards on curbside
	********** END OF SECTION **********
F 144	MODULE ROOF STRUCTURE MODIFICATIONS
F144-SPEC	ROOF MODULE - Weld up antennas holes in roof
	********** END OF SECTION **********
F 147	FABRICATE DIAMOND PLATE
F147-1	Fabricate new diamond plate for the side entry step well.

ETR LLC

Scope of Work

Customer Name / Address

MARION COUNTY FLEET
3330 S.E. MARICAMP ROAD
OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
F147-2	Fabricate new pontoons and rear flip up step.
F147-3	Fabricate a new diamond plate kick plate. Tag recess centered.
F147-8	Fabricate new diamond plate cab step assemblies - Medium Duty Cab. With access to batteries under cab steps, driver side.
F147-9-6	Fabricate new diamond plate door panels - (6) doors.
	********** END OF SECTION **********
F 149	FABRICATE NON-DIAMOND PLATE
F149-4	Fabricate new lower door panels for entry doors. Stainless steel
F149-6	Fabricate new cab window blank - Type I
F149-SPEC	Fabricate smooth aluminum sharps/trash lid for squad bench. DA finish. See photo in sales
F149-SPEC	Fabricate .188 Aluminum bracket for front Brow light. Bend bracket so light is facing forward.
F149-SPEC	Fabricate aluminum backing plate for MDT mount
	********** END OF SECTION **********
	********** ----<< PAINT >>---- **********
P 113	MODULE - PREP / PAINT / CUT & BUFF
P113-1	Remove Graphics
P113-2	Module Roof - Repair any minor body damage and sand module - Prep for primer.
P113-3	Module Front - Repair any minor body damage and sand module - Prep for primer.
P113-4	Module Rear - Repair any minor body damage and sand module - Prep for primer.
P113-5	Module Street Side - Repair any minor body damage and sand module - Prep for primer.
P113-6	Module Curb Side - Repair any minor body damage and sand module - Prep for primer.
P113-7	Primer Module
P113-8	Block sand module to identify imperfections. Prep module for paint - (1) color paint job. RED NAV2813
	MODULE - PAINT / CUT & BUFF
P113-9C	Paint Module - Base Clear - Single Color RED NAV 2813
P113-10	Cut and Buff module
	MISC PAINT
P113-12	Prep and paint rear window blank.
	********** END OF SECTION **********
P 115	DOORS - PREP / PAINT / CUT & BUFF
P115-3-10	Prep, Prime, and Paint Doors - (10) Doors - Base Clear - (1) color.
P115-5-10	Cut and Buff Doors - (10) Doors.

ETR LLC

Scope of Work

Customer Name / Address
MARION COUNTY FLEET 3330 S.E. MARICAMP ROAD OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
	********** END OF SECTION **********
P 116	CHASSIS - PREP / PAINT / CUT & BUFF
P116-7	Chassis - Paint - OEM Chassis painted job color at factory.
	********** END OF SECTION **********
G 203	GRAPHICS AND LETTERING
G203-SPEC	Produce and install graphics
	********** END OF SECTION **********
	********** ----<< BODY MOUNT & CHASSIS PREP >>---- **********
F 105	REMOVE MODULE
F105-1	Unbolt and remove module and secure on a cart.
F105-2	Inspect mounting sill and notify sales of any issues.
F105-6	Old Chassis - Close off all electrical penetrations in cab. Close out the pass thru to the cab to prevent damage from the environment. Close out all holes in cab and cap fuel fill.
	********** END OF SECTION **********
F 130	CHASSIS PREP & MODIFICATIONS - NOTE: All ETR installed zip-ties must be flush cut.
F130-1	Weigh new chassis (4-point) and record in critical process book. (Per QVM requirements)
F130-2	Verify old chassis length and outrigger locations - Layout new chassis for body mount.
F130-3	Drill and install outriggers with Grade #8 fasteners - Type I (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM requirements)
F130-4	Install new isolators to outriggers with new Grade #8 fasteners - Type I or Type III (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM requirements)
F130-5A	Prepare the back of the cab - Medium Duty
F130-6	Prep for fuel fill.
F130-7	Prep for DEF fill.
F130-11	Install Tow Eyes on Rear
F130-14	Weld in new crossmember at rear for tow eyes.
F130-18	Terminate exhaust at outer edge of body
	********** END OF SECTION **********
F 120	MOUNT MODULE

ETR LLC

Scope of Work

Customer Name / Address
MARION COUNTY FLEET 3330 S.E. MARICAMP ROAD OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
F120-1	Type I - Set mod on chassis and bolt in place using new mounting fasteners (grade #8 fasteners) (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM requirements)
	********** END OF SECTION **********
	********** ----<< QUALITY CONTROL AND FINAL PREP >>----- **********
Q 190	ROAD TEST/WEIGHT
Q190-1	Road test vehicle both interstate and city roads with a technician in the rear testing functions.
Q190-2	Apply fuel to vehicle to ensure proper filling without hesitation of spillage.
Q190-3	Vehicle will be weighed for tag and registration.
Q190-4	Perform 4-point weight of completed unit for weight analysis and payload. (Per QVM and CAAS requirements)
	********** END OF SECTION **********
Q 191	QUALITY CONTROL
Q191-1	The vehicle will be inspected and any workmanship issues found will be corrected.
	********** END OF SECTION **********
D 192	DETAIL AND FINAL PREP
D192-1	The vehicle will get front end alignment.
D192-2	The complete vehicle will be detailed prior to customer inspection.
D192-3	Install all final labels "No Smoking" "Fasten Seat Belts" "ETR Final Vehicle Plate" "FMVSS Label" "CAAS Certification Label"
D192-4	All owners and equipment manuals are to be put in the cab of vehicle.
D192-5	All take-off parts including battery and cot hardware shall be returned to customer.
	********** END OF SECTION **********
Q 193	CUSTOMER INSPECTION
Q193-1	The vehicle will be inspected with customer and any workmanship issues or discrepancies found will be corrected.
	********** END OF SECTION **********
S 194	PICKUP / DELIVERY OF UNITS
S194-1	Customer will be responsible for all transport of unit - Including old chassis.
	********** END OF SECTION **********

ETR LLC

Scope of Work

Customer Name / Address
MARION COUNTY FLEET 3330 S.E. MARICAMP ROAD OCALA, FL 34471

Date	Estimate #
5/27/2026	26-14357

Item	Description
S990-1	The Purchaser agrees the above Scope of Work includes all of the detail to meet the requirements of the Purchaser. The Scope of Work includes all material and labor for the completion of the unit.
S990-2	CHANGE ORDER POLICY : After Confirmation, Prior to Engineering - Change Order Fee $50 Per Item, Plus Option Cost After Confirmation, After Engineering Start - Change Order Fee $100 Per Item, Plus 100% Option Cost After Confirmation, After Production Start - Change Order Fee $150 Per Item, Plus 100% Option Cost
S990-4	PRICING IS BASED ON EVALUATION OF SUBMITTED PHOTOS AND IS SUBJECT TO SUPPLEMENTAL CHARGES AFTER ARRIVAL AND INSPECTION OF UNIT.
S990-3	CUSTOMER SIGNATURE - _____ DATE - _____
S990-5	SALESMAN SIGNATURE - _____ DATE - _____

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23477 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.4.4.

SUBJECT:
Request Approval of Multiple Change Orders for Water Main Expansion Project Funded by the American Rescue Plan Act - Kimley-Horn & Associates, Inc. and Quality Enterprises USA, Inc. (Budget Impact - Neutral)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
This agenda item requests approval of the following change orders associated with water main expansion infrastructure project funded by the American Rescue Plan Act (ARPA):

- **Change Order 1 to Purchase Order 2401233 (22P-179-CA-02) - Marion Oaks Water Main Extension (Phases 1 & 2), Quality Enterprises USA, Inc. ($3,035,242.00):** Provides for the expansion of the potable water distribution system within identified areas of Marion Oaks utilizing available ARPA funding, installation of water mains and associated infrastructure and includes credits for unused materials and allowances from the original project scope.
- **Change Order 2 to Purchase Order 2401187 (21Q-227-TO-13) - Marion Oaks Water Main Extension (Phases 1 & 2), Kimley-Horn & Associates, Inc. ($65,080.00):** Provides additional professional services necessary to maintain Davis-Bacon Act compliance associated with ARPA-funded potable water infrastructure expansion activities in Marion Oaks.

Attached are the proposed change orders for review. Following Board approval, they will be presented to the Chairman for signature and execution.

BUDGET/IMPACT:
Neutral; funding for the proposed change orders, including associated additions and deduction, is available from the funding sources identified below:

Change Order 1 to Purchase Order 2401233 adds $3,035,242.00 - FF449536-563102 - Project Code E-UTCEX002

Change Order 2 to Purchase Order 2401187 adds $65,080.00 - FF449536-563102 - Project Code E-UTCEX002

RECOMMENDED ACTION:
Motion to approve the change orders, authorize the Chairman to execute, and allow staff to issue the change orders to Kimley-Horn & Associates, Inc. and Quality Enterprises USA, Inc. under associated project.

Marion County FLORIDA
PROCUREMENT SERVICES

CHANGE ORDER FORM

This form is to be used when a Purchase Order has a change in scope, amount or date. Amounts exceeding 10% of original award requires BCC approval. Some fields may not be applicable and may be left blank. Use your cursor to hover over a field for help.
Please send completed and digitally signed form to ***Procurement@marionfl.org***

Date: 6/22/2026 Department: Utilities Change Order #: 2

☐ Additional Days Only Is Board Action Required? Yes

Contractor/Vendor (Name & Address):
KIMLEY HORN AND ASSOCIATES INC
PO BOX 932520
ATLANTA, GA 31193

Bid/Contract/Quote Number & Project Title:
21Q-227-TO-13

PO Number: 2401187

Contract Amount: $ 150,130.00

GL Account Number (ORG/OBJECT):
FF449536 - 563102

Have you sent Procurement the revised P&P Bond? Yes ○ No ○ N/A ◉

Project Account Number (If applicable):
E-UTCEXT002

Is the change order amount from Contingency? Yes ○ No ◉

Requesting Amount of Contingency:
$ 0.00

JUSTIFICATION & DESCRIPTION OF CHANGE

MCU has elected to use the remaining project funds to continue constructing potable water mains in the Marion Oaks area. As a result, compliance with the Davis-Bacon Act is required due to the use of ARPA funds. This change order provides the additional funding necessary for Kimley-Horn to perform the work needed to maintain federal compliance throughout the project. AR

** BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE**

Original Ordered Amount:	$150,130.00
Current Ordered Amount (Not the balance):	$240,050.00
The PO will be increased/decreased by this change order in the amount of: (Do not put contingency amount) ◉ Increase ○ Decrease	$ 65,080.00
The new PO amount including this change order will be: (PO amount will not change if it comes from contingency)(auto calculated)	$305,130.00
Contract time will be Increased/decreased by _____ DAYS	
Prior Substantial Completion Date: _____	Revised Substantial Completion Date: NA
Prior Final Completion Date: _____	Revised Final Completion Date: NA

Approval:

Director/Designee	6/22/26 Date	Chairman, BCC	Date
Project Mgr.	6/22/26 Date	Attest: Clerk of Court	Date
Administration (NEW amount is between $25k - $50k)	Date	County Administrator	Date
Procurement:	Date		

BCC Approval (when applicable):

Reset Form Email Form

Revised 10/2025

Kimley»Horn

AMENDMENT NUMBER 2 TO TASK ORDER 15 BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND MARION COUNTY

AMENDMENT NUMBER 2 DATED March 4, 2026, to Task Order 15 between Marion County ("the County") and Kimley-Horn and Associates, Inc., ("Kimley-Horn or Consultant") dated February 23, 2024 (the "TO") concerning Program Management Services for Rescue Grant Projects Phase 2 of the Marion Oaks Water Main Extension Project Construction Phase Services (the "Project").

Kimley-Horn has entered into the TO with the County for the furnishing of professional services, and the parties now desire to amend the TO.

Therefore, It is mutually agreed that the TO is amended to include Additional Services to be performed by Kimley-Horn and provisions for additional compensation by the County to Kimley-Horn, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the TO consistent with this Amendment, all of which are incorporated by reference.

ATTACHMENTS: EXHIBIT A; Table A

ACCEPTED:

MARION COUNTY UTILITIES	KIMLEY-HORN AND ASSOCIATES, INC.
BY: _____	BY: Gene Losito Gene Losito, PE – Vice President
TITLE: _____	BY: _____ Alan J. Garri, PE – Vice President
DATE: _____	DATE: March 4, 2026

G:\New Business\Public Sector\Marion County\2023\ARPA Program - Marion Oaks Ph 1 Const PH Services\Amendment 2\AMD 2_ARPA Compliance Assistance.docx

Project Understanding:

Marion County has received funds under the American Rescue Plan Act (ARPA) of 2021. The distribution and use of these funds require compliance with the State and Local Fiscal Recovery Funds (SLFRF) reporting requirements. Marion County Utilities has funded the Marion Oaks Water Main Extension Project with these dollars and has added additional areas to the original water main extension project. To remain compliant with federal terms for the use of ARPA funds, Marion County Utilities has determined that additional support for SLFRF compliance is needed for the new areas. In support of this need, Kimley-Horn has prepared the following specific scope.

Scope of Services:

Task 1 – Marion Oaks Water Main Extension SLFRF Compliance

A. Kimley-Horn will conduct wage interviews of the contractor's field personnel in compliance with the SLFRF reporting requirements. These interviews will be conducted monthly for 3 months under this change order.

B. Kimley-Horn will review the certified payroll prepared and submitted by the contractor. This change order includes 3 payroll reviews for three months. Additional reviews can be included for an additional fee.

C. Kimley-Horn will verify that contractors and subcontractors for the Marion Oaks Water Main Extension project have a company profile with the federal E-Verify program. This verification will involve coordinating with the contractor and subcontractors to obtain copies of their company profiles.

D. Kimley-Horn will verify that contractors and subcontractors for the Marion Oaks Water Main Extension Project do not appear on the federal scrutinized companies list, discriminatory vendor list, convicted vendor list, or antitrust violator vendor list. This verification will consist of searches on federal and state websites such as www.sam.gov and www.fdot.gov.

E. Kimley-Horn will verify that contractors and subcontractors for the Silver Springs Shores Septic to Sewer Phase 1 project have an active company profile with the Florida Division of Corporations. This verification will consist of searches on the state website https://dos.fl.gov/sunbiz/search/.

F. Provide Marion County with a summary of funding compliance related issues once a month for 6 months for use in the progress meetings. Attendance of the meetings is not included.

G. Marion County will provide a list of all contractors and subcontractors working on the Marion Oaks Water Main Extension ARPA Compliance project.

Additional Services

Services not specifically listed in the scope of services above are not included but can be provided as additional services if authorized by the County. Compensation for additional services will be agreed to prior to their performance.

Schedule

Kimley-Horn will provide the above scope of services as expeditiously as practicable with a goal of meeting a mutually agreed-upon schedule.

Fee and Billing

Kimley-Horn will provide these services for a lump sum fee of $65,080.00, inclusive of expenses. A breakdown of fees is shown in the attached Table A.

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT:AMD 2_TO 15_ARPA COMPLIANCE ASSISTANCE
CLIENT: MARION COUNTY
KHA PM: ALAN J. GARRI, PE
BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, RFQ 21Q-227

SHEET: 1 of 1
DATE: 3/4/2026

		DIRECT LABOR (MAN-HOURS)											
		Principal	Program Manager	Senior Professional Engineer	Project Manager	Professional Engineer	Senior Technical Support	Engineer	Administrative Assistant	LABOR HOURS	EXPENSE ($)	SUBCONSULTANT ($)	LABOR TOTAL
TASK ID	TASK DESCRIPTION	$250.00	$220.00	$220.00	$190.00	$175.00	$125.00	$125.00	$60.00				
1-A	Monthly Wage Interviews - 3 months				2	16	40	30	8	96			$ 12,410
1B	Certified Payroll Reviews - 3 Months			8	2	16	240	40	8	314			$ 40,420
1C-E	Contractor Compliance Verification	2	4	8	2		36	30	8	90			$ 12,250
	TOTALS:	2	4	16	6	32	316	100	24	500	$ -	$ -	$ 65,080
												GRAND TOTAL:	**$ 65,080.00**

Marion County
FLORIDA
PROCUREMENT SERVICES

CHANGE ORDER FORM

This form is to be used when a Purchase Order has a change in scope, amount or date. Amounts exceeding 10% of original award requires BCC approval. Some fields may not be applicable and may be left blank. Use your cursor to hover over a field for help.
Please send completed and digitally signed form to ***Procurement@marionfl.org***

Date: 6/22/2026 Department: Utilities Change Order #: 1

☐ Additional Days Only Is Board Action Required? Yes

Contractor/Vendor (Name & Address):
Quality Enterprises USA, Inc
3494 Shearwater St
Naples, FL 34117

Bid/Contract/Quote Number & Project Title:
22P-179-CA-02: Marion Oaks - WM Ext. (Ph 1 & 2)

PO Number: 2401233

Contract Amount: $ 14,499,144.67

GL Account Number (ORG/OBJECT):
FF449536 - 563102 (Line 1)

Have you sent Procurement the revised P&P Bond? Yes ◯ No ◯ N/A ◉

Project Account Number (If applicable):
E-UTCEXT002

Is the change order amount from Contingency? Yes ◯ No ◉

Requesting Amount of Contingency:
$ 0.00

JUSTIFICATION & DESCRIPTION OF CHANGE

ADDITION: MCU has identified 12 areas in Marion Oaks for expansion of the potable water system using available ARPA funds. Pricing for this CO is based on original bid unit prices and includes furnishing and installing all materials, appurtenances, restraints, and associated work required for a complete installation. WM will be extended until the full ARPA funding allocated for this expansion is utilized. DEDUCTION: Parts/materials/allowances unused during the project.- AR

** BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE**

Original Ordered Amount: $14,499,144.67

Current Ordered Amount (Not the balance): $14,499,144.67

The PO will be increased/decreased by this change order in the amount of: ◉ Increase ◯ Decrease
(Do not put contingency amount) $ 3,035,242.00

The new PO amount including this change order will be: $17,534,386.67
(PO amount will not change if it comes from contingency)(auto calculated) [redacted]

Contract time will be Increased/decreased by 330 DAYS

Prior Substantial Completion Date: 11/2/2025 Revised Substantial Completion Date: 9/28/2026

Prior Final Completion Date: 12/3/2025 Revised Final Completion Date: 10/29/2026

Approval:

Director/Designee — Date

Project Mgr. — 6/22/2026 Date

Administration (NEW amount is between $25k - $50k) — Date

Procurement: — Date

BCC Approval (when applicable):

Chairman, BCC — Date

Attest: Clerk of Court — Date

County Administrator — Date

Reset Form Email Form

Revised 10/2025

CONTRACT CHANGE ORDER

Change Order No.: 16

Date of Issuance: June 22, 2026 Effective Date: June 22, 2026

Project:	Marion Oaks - WM Extension (Ph 1 & 2)	Owner:	Marion County BCC	Owner's PO No.:	2401233
				Bid No.:	22P-179-CA-02
Contract:	Marion Oaks - WM Extension (Ph 1 & 2)			NTP Date:	June 3, 2024
Contractor:	Quality Enterprises USA, Inc / T&C Undrground, Inc.			Engineer's Project No.:	N/A

The Contract Documents are modified as follows upon execution of this Change Order:

Description: ADDITION: MCU have identified 5 areas in Marion Oaks to expand our potable water system with the available ARPA funds. Pricing for this CO is based on the applicable material unit prices from the original bid. The proposed cost includes furnishing and installing all materials, appurtenances, restraints, and associated work necessary to provide a complete and fully functional installation. DEDUCTION: Parts/materials/allowances unused during the project.- AR

Attachments: (list documents supporting change):

Cost Tabulation and contractor proposal.-

CHANGE IN CONTRACT PRICE/CONTINGENCY:		**CHANGE IN CONTRACT TIMES:**	
Original Contract Price:	Original Contingency:	Original Contract Times: ☐ Working Days ■ Calendar Days	
		Substantial Completion (Date):	11/02/2025
$ 14,499,144.67	$ 629,673.65	Final Completion (Date):	12/03/2025
☐ Incr ☐ Decr	☐ Incr ■ Decr	☐ Increase ☐ Decrease (from previously approved COs)	
(from previously approved Change Orders)			
		Substantial Completion (Days):	0
$ -	$ 511,235.09	Final Completion (Days):	0
Contract Price/Contingency prior to this CO:		Contract Times prior to this Change Order:	
		Substantial Completion (Date):	11/02/2025
$ 14,499,144.67	$ 118,438.56	Final Completion (Date):	12/03/2025
■ Incr ☐ Decr	☐ Incr ■ Decr	■ Increase ☐ Decrease (of this Change Order)	
(of this Change Order:)		Substantial Completion (Days):	240
$ 1,670,942.27	$ 118,438.56	Final Completion (Days):	240
Contract Price/Contingency including this CO:		Contract Time with all approved Change Orders:	
		Substantial Completion (Date):	06/30/2026
$ 16,170,086.94	$ -	Final Completion (Date):	07/31/2026

CONTRACTOR ACCEPTED:	MCU REVIEWED:	MCU APPROVED:
By: Louis J Gaudio	By: [redacted]	By: [redacted]
Quality Enterprises USA, Inc.	MCU [redacted]	Assistant Director Construction
Date: 6/22/26	Date: 06/22/2026	Date: 06/22/2026

Approved by Funding Agency (if applicable):

Date:

END OF SECTION

Marion County Utiliites Department
Marion Oaks - WM Extension (Ph 1 & 2)
COST TABULATION

CHANGE ORDER #: 16

Marion Oaks - WM Extension (Ph 1 & 2)					
PAY ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**		**UNIT PRICE**	**AMOUNT**
	Additions: QE Indirect Costs (All 5 Areas)				
1	Admin Assistant/EEO (Bid Item #1.01)	30	DAYS	$ 360.00	$ 10,800.00
2	Asst PM (Bid Item #1.02)	4	MO	$ 8,400.00	$ 33,600.00
3	Bond (Per Area) (Bid Item #1.03)	1	LS	$ 44,054.00	$ 44,054.00
4	Insurance (Per Area) (Bid Item #1.05)	1	LS	$ 58,967.00	$ 58,967.00
5	Port - A - John (Bid Item #1.07)	4	MO	$ 550.00	$ 2,200.00
6	Safety Items (Bid Item #1.09)	4	MO	$ 600.00	$ 2,400.00
7	Safety Manager (Bid Item #1.10)	1	MO	$ 8,400.00	$ 8,400.00
8	Project Manager Truck (Bid Item #1.14)	30	DAYS	$ 85.00	$ 2,550.00
9	PM Travel cost to project (Bid Item #1.15)	30	DAYS	$ 600.00	$ 18,000.00
10	PM Per Diem (Bid Item #1.16)	30	DAYS	$ 72.00	$ 2,160.00
11	Superintendent Truck (Bid Item #1.17)	4	MO	$ 2,520.00	$ 10,080.00
12	Corp Officer (Bid Item #1.18)	1	MO	$ 30,000.00	$ 30,000.00
13	Project Manager (Bid Item #1.19)	2	MO	$ 24,393.60	$ 48,787.20
14	Project Superintendent (Bid Item #1.20)	4	MO	$ 21,344.40	$ 85,377.60
	Additions: Design Fee (All 5 Areas)				
1	Design Fee	1	LS	$ 104,812.50	$ 104,812.50
	Additions: Subcontractor (All 5 Areas)				
1	6-inch C900 DR18 PVC (Bid Item #10.03)	14320	LF	$ 91.00	$ 1,303,120.00
2	8-inch C900 DR18 PVC (Bid Item #10.04)	540	LF	$ 100.00	$ 54,000.00
3	12-inch C900 DR18 PVC	2460	LF	$ 160.00	$ 393,600.00
4	6-inch Gate Valve (Bid Item #11.03)	17	EA	$ 4,000.00	$ 68,000.00
5	8-inch Gate Valve	1	EA	$ 4,200.00	$ 4,200.00
6	12-inch Gate Valve	1	EA	$ 8,500.00	$ 8,500.00

Marion County Utiliites Department
Marion Oaks - WM Extension (Ph 1 & 2)
COST TABULATION

CHANGE ORDER #: 16

Marion Oaks - WM Extension (Ph 1 & 2)					
PAY ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**		**UNIT PRICE**	**AMOUNT**
	Additions: Subcontractor (All 5 Areas) -- (Continuation…)				
7	Installed on New Water Main (Bid Item #12.01)	7	EA	$ 10,500.00	$ 73,500.00
8	Single Short Service (Bid Item #13.01)	10	EA	$ 1,500.00	$ 15,000.00
9	Double Short Service (Bid Item #13.02)	71	EA	$ 1,750.00	$ 124,250.00
10	Single Long Service (Bid Item #13.03)	7	EA	$ 2,500.00	$ 17,500.00
11	Double Long Service (Bid Item #13.04)	63	EA	$ 3,200.00	$ 201,600.00
12	Meter Box (Unoccupied Property) (Bid Item #13.06)	280	EA	$ 200.00	$ 56,000.00
13	6" Connection to Existing (Bid Item #14.02)	14	EA	$ 2,000.00	$ 28,000.00
14	4" Tap on 6" WM (Bid Item #15.02)	1	EA	$ 5,000.00	$ 5,000.00
15	6" Tap on 6" WM (Bid Item #15.03)	2	EA	$ 6,500.00	$ 13,000.00
16	6" Tap on 8" WM (Bid Item #15.04)	1	EA	$ 7,000.00	$ 7,000.00
17	8" Tap on 8" WM	1	EA	$ 7,500.00	$ 7,500.00
18	12" Tap on 12" WM	1	EA	$ 14,500.00	$ 14,500.00
19	Bond	1	LS	$ 15,300.00	$ 15,300.00
20	Indemnification	1	LS	$ 15,000.00	$ 15,000.00
21	5% Contingency (Bid Item #17.01)	1	LS	$ 119,713.50	$ 119,713.50
22	7.5% Mark Up on Subcontractors (Bid Item #16.01)	1	LS	$ 190,821.26	$ 190,821.26
23	Water Service Connection (Phase I) (Bid Item D)	30	EA	$ 1,548.00	$ 46,440.00
24	Capacity Fees Phase 1 (Bid Item E)	30	EA	$ 1,659.00	$ 49,770.00
				Total Additions:	**$ 3,293,503.06**
	Deductions:				
1	4-inch C900 DR18 PVC (Bid Item #4.01)	-17	LF	$ 43.00	$ (731.00)
2	6-inch Gate Valve (Bid Item #5.02)	-10	EA	$ 2,500.00	$ (25,000.00)
3	Hot-tap (Bid Item #6.02)	-6	EA	$ 10,500.00	$ (63,000.00)

Marion County Utiliites Department
Marion Oaks - WM Extension (Ph 1 & 2)
COST TABULATION

CHANGE ORDER #: 16

Marion Oaks - WM Extension (Ph 1 & 2)					
PAY ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**		**UNIT PRICE**	**AMOUNT**
	Deductions: (Continuation…)				
4	Single Short Service (Bid Item #7.01)	-32	EA	$ 1,000.00	$ (32,000.00)
5	Single Long Service (Bid Item #7.03)	-4	EA	$ 2,000.00	$ (8,000.00)
6	Double Long Service (Bid Item #7.04)	-7	EA	$ 2,500.00	$ (17,500.00)
7	Meter Box (Unoccupied Property) (Bid Item #7.06)	-431	EA	$ 110.00	$ (47,410.00)
8	6" Tap on 6" WM (Bid Item #9.01)	-5	EA	$ 5,200.00	$ (26,000.00)
9	6" Tap on 8" WM (Bid Item #9.02)	-1	EA	$ 5,500.00	$ (5,500.00)
10	Air Release Valves (Bid Item #9.03)	-2	EA	$ 5,500.00	$ (11,000.00)
11	6-inch C900 DR18 PVC (Bid Item #10.03)	-575	LF	$ 91.00	$ (52,325.00)
12	10-inch C900 DR18 PVC (Bid Item #10.05)	-175	LF	$ 220.00	$ (38,500.00)
13	2-inch Gate Valve (Bid Item #11.01)	-2	EA	$ 2,500.00	$ (5,000.00)
14	4-inch Gate Valve (Bid Item #11.02)	-5	EA	$ 3,500.00	$ (17,500.00)
15	6-inch Gate Valve (Bid Item #11.03)	-17	EA	$ 4,000.00	$ (68,000.00)
16	10-inch Gate Valve (Bid Item #11.04)	-3	EA	$ 8,500.00	$ (25,500.00)
17	Hot-tap (Bid Item #12.02)	-10	EA	$ 13,000.00	$ (130,000.00)
18	Single Short Service (Bid Item #13.01)	-5	EA	$ 1,500.00	$ (7,500.00)
19	Double Short Service (Bid Item #13.02)	-12	EA	$ 1,750.00	$ (21,000.00)
20	Double Long Service (Bid Item #13.04)	-3	EA	$ 3,200.00	$ (9,600.00)
21	Water Meter, Meter Box, and Backflow (Occupied Property) (Bid Item #13.05)	-3	EA	$ 300.00	$ (900.00)
22	Meter Box (Unoccupied Property) (Bid Item #13.06)	-246	EA	$ 200.00	$ (49,200.00)
23	10" Connection to Existing (Bid Item #14.04)	-4	EA	$ 3,500.00	$ (14,000.00)
24	12" Connection to Existing (Bid Item #14.05)	-1	EA	$ 4,000.00	$ (4,000.00)
25	4" Tap on 6" WM (Bid Item #15.02)	-2	EA	$ 5,000.00	$ (10,000.00)

Marion County Utiliites Department
Marion Oaks - WM Extension (Ph 1 & 2)
COST TABULATION

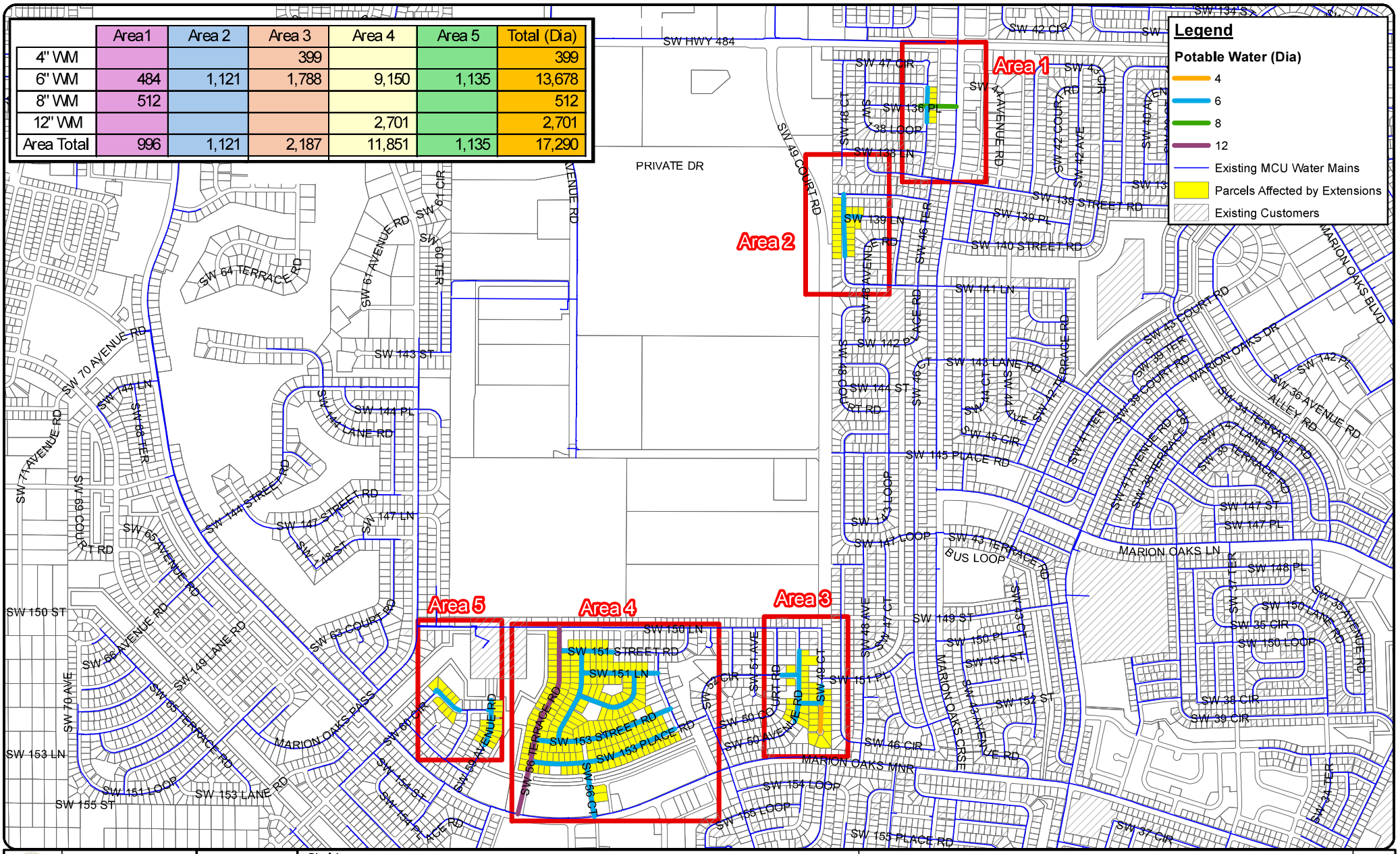
CHANGE ORDER #: 16

Marion Oaks - WM Extension (Ph 1 & 2)					
PAY ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**		**UNIT PRICE**	**AMOUNT**
	Deductions: (Continuation…)				
26	6" Tap on 8" WM (Bid Item #15.04)	-1	EA	$ 7,000.00	$ (7,000.00)
27	Air Release Valves (Bid Item #15.06)	-2	EA	$ 7,500.00	$ (15,000.00)
28	7.5% Mark Up on Subcontractors (Bid Item #16.01)	-0.10	LS	$ 754,470.48	$ (73,547.71)
29	5% Contigency (Bid Item #17.01)	-0.19	LS	$ 629,673.65	$ (118,438.57)
30	QE Monthly Fees (Bid Item A)	-2	MO	$ 100,000.00	$ (200,000.00)
31	Public Information (Bid Item C)	-0.70	LS	$ 30,000.00	$ (20,853.35)
32	Water Service Connection (Phase I) (Bid Item D)	-0.35	LS	$ 253,872.00	$ (88,236.00)
33	Capacity Fees Phase 1 (Bid Item E)	-0.21	LS	$ 272,076.00	$ (58,062.00)
34	Water Service Connection (Phase 2) (Bid Item F)	-0.73	LS	$ 178,020.00	$ (130,797.16)
35	Capacity Fees Phase 2 (Bid Item G)	-0.79	LS	$ 280,030.00	$ (221,460.00)
				Total Deductions:	**$ (1,622,560.79)**

Change Order #16 Total	**$ 1,670,942.27**

Contract Price Prior To Change Order #:	**16**	$ 14,499,144.67
Contingency Prior To Change Order #:	**16**	$ 118,438.57
Increase/~~Decrease~~ of CO to Contract Price:		$ 1,670,942.27
~~Increase~~/Decrease of CO to Contingency:		$ 118,438.57
New Contract Price:		**$ 16,170,086.94**
New Contingency Balance:		**$ -**
Amount Subject to BCC Approval:		**$ 1,670,942.27**

	Area1	Area 2	Area 3	Area 4	Area 5	Total (Dia)
4" WM			399			399
6" WM	484	1,121	1,788	9,150	1,135	13,678
8" WM	512					512
12" WM				2,701		2,701
Area Total	996	1,121	2,187	11,851	1,135	17,290



Marion County Board of County Commissioners
Utilities Department

User Name: Renee.ODonnell
Date: 07/23/2018
Reference Scale: 1 " = 1,167 '
Approved By:

Disclaimer:

"All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness of completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. Marion County makes no warranties, express or implied, as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requestor acknowledges and accepts all limitations, including the fact that the data, information, and maps are dynamic and in a constant state of maintenance, correction and update."
The entire risk as to the results and performance of any information obtained from Marion County is entirely assumed by the recipient. Any person who uses any information available from Marion County AGREES THAT THERE ARE NO REMEDIES FOR BREACH OF WARRANTY OR CONTRACT INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES."

Additional ARPA Areas _Marion Oaks Area

CONTRACT CHANGE ORDER

Change Order No.: 17

Date of Issuance: June 22, 2026 Effective Date: June 22, 2026

Project:	Marion Oaks - WM Extension (Ph 1 & 2)	Owner:	Marion County BCC	Owner's PO No.:	2401233
				Bid No.:	22P-179-CA-02
Contract:	Marion Oaks - WM Extension (Ph 1 & 2)			NTP Date:	June 3, 2024
Contractor:	Quality Enterprises USA, Inc / T&C Undrground, Inc.			Engineer's Project No.:	N/A

The Contract Documents are modified as follows upon execution of this Change Order:

Description: ADDITION: MCU have identified 7 more areas in Marion Oaks to expand our potable water system with the available ARPA funds. Pricing for this CO is based on the applicable material unit prices from the original bid. The proposed cost includes furnishing and installing all materials, appurtenances, restraints, and associated work necessary to provide a complete and fully functional installation.- AR

Attachments: (list documents supporting change):

Cost Tabulation and contractor proposal.-

CHANGE IN CONTRACT PRICE/CONTINGENCY:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:	Original Contingency:	Original Contract Times: ☐ Working Days ■ Calendar Days	
		Substantial Completion (Date):	11/02/2025
$ 14,499,144.67	$ 629,673.65	Final Completion (Date):	12/03/2025
■ Incr ☐ Decr	☐ Incr ■ Decr	■ Increase ☐ Decrease	(from previously approved COs)
(from previously approved Change Orders)			
		Substantial Completion (Days):	240
$ 1,670,942.27	$ 629,673.65	Final Completion (Days):	240
Contract Price/Contingency prior to this CO:		Contract Times prior to this Change Order:	
		Substantial Completion (Date):	06/30/2026
$ 16,170,086.94	$ -	Final Completion (Date):	07/31/2026
■ Incr ☐ Decr	■ Incr ☐ Decr	■ Increase ☐ Decrease	(of this Change Order)
(of this Change Order:)		Substantial Completion (Days):	90
$ 1,364,299.73	$ 1,364,299.73	Final Completion (Days):	90
Contract Price/Contingency including this CO:		Contract Time with all approved Change Orders:	
		Substantial Completion (Date):	09/28/2026
$ 17,534,386.67	$ 1,364,299.73	Final Completion (Date):	10/29/2026

CONTRACTOR ACCEPTED:	MCU REVIEWED:	MCU APPROVED:
By: Louis J Gaudio	By: [redacted]	By:
Quality Enterprises USA, Inc.	MCU [redacted]	Assistant Director Construction
Date: 6/22/26	Date: 06/22/2026	Date: 06/22/2026

Approved by Funding Agency (if applicable):

Date:

END OF SECTION

Marion County Utiliites Department
Marion Oaks - WM Extension (Ph 1 & 2)
COST TABULATION

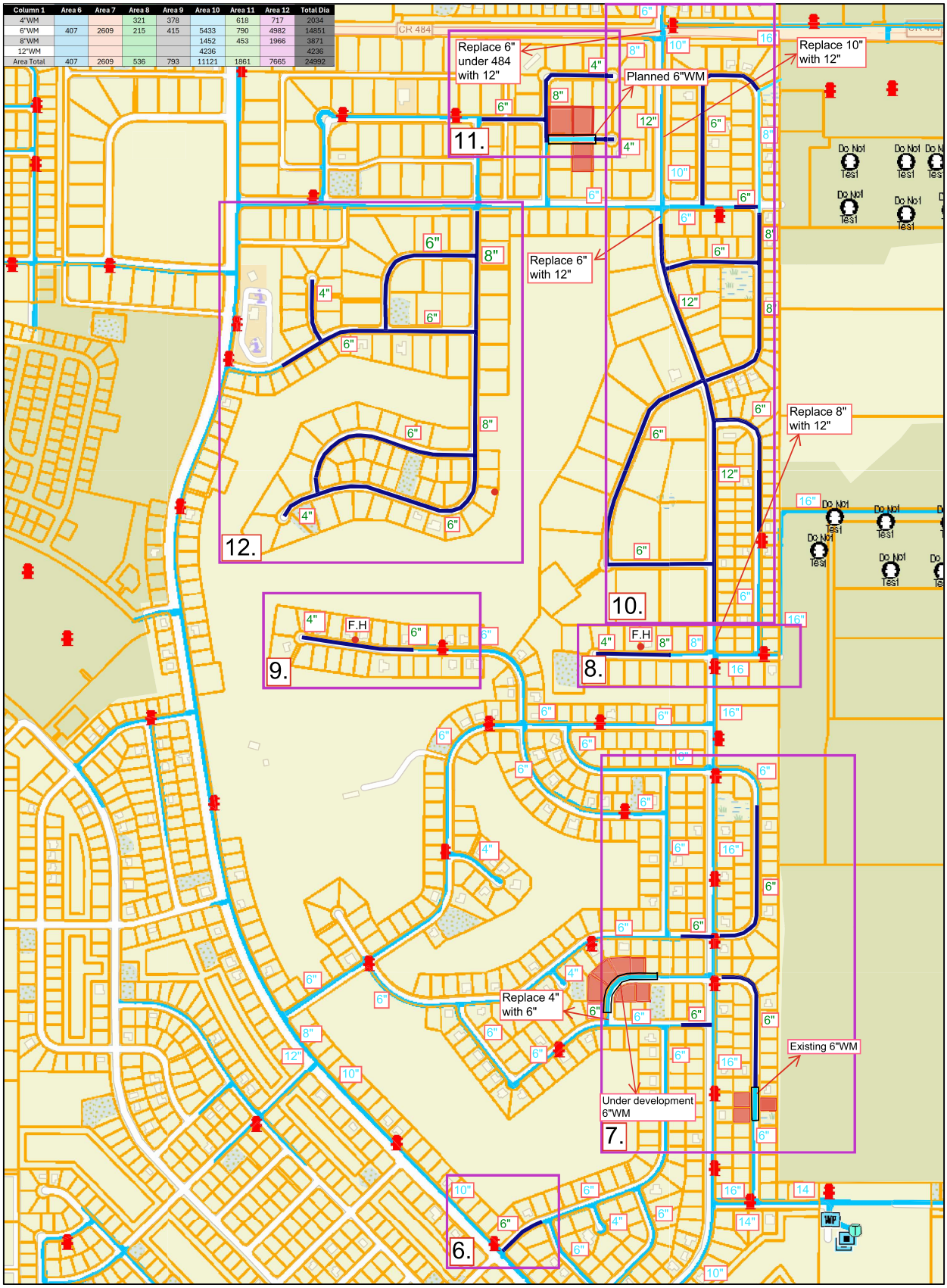
CHANGE ORDER #: 17

Marion Oaks - WM Extension (Ph 1 & 2)					
PAY ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**		**UNIT PRICE**	**AMOUNT**
	Additions: **Estimated** QE Indirect Costs & Subcontractor (Areas 6 to 12)				
1	5% Contingency (Bid Item #17.01)	1	LS	$ 1,201,030.73	$ 1,201,030.73
	Additions: Design Fee (Areas 6 to 12)				
2	Design Fee	1	LS	$ 163,269.00	$ 163,269.00
				Total Additions:	**$ 1,364,299.73**
	Deductions:				
1	None.-				
				Total Deductions:	**$ -**

Change Order #17 Total	**$ 1,364,299.73**

Contract Price Prior To Change Order #:	**17**	$ 16,170,086.94
Contingency Prior To Change Order #:	**17**	$ -
Increase/~~Decrease~~ of CO to Contract Price:		$ 1,364,299.73
Increase/~~Decrease~~ of CO to Contingency:		$ 1,364,299.73
New Contract Price:		**$ 17,534,386.67**
New Contingency Balance:		**$ 1,364,299.73**
Amount Subject to BCC Approval:		**$ 1,364,299.73**

ArcGIS Web Map



4/2/2026, 2:15:29 PM

MCFR Hydrants
- Hydrant
- Fire Pump

Parcels

Water Mains
- Potable Water
- Potable Water 8+ Inches

Water Network Structures
- Treatment Plant
- Enclosed Storage Facility
- Other

1:9,028

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Marion County Board of County Commissioners
Marion County

ArcGIS Web AppBuilder

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23226 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.4.5.

SUBJECT:
Request Approval of Selection Committee Recommendation: 25Q-160 Lowell Water Distribution System Design - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $1,246,765)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Marion County Utilities (MCU), Procurement advertised a Request for Qualifications (RFQ) for professional engineering services for the Lowell Service Area Water Distribution System Design project. The project includes the design, permitting, and construction engineering/inspection of approximately 54,000 linear feet of new water mains of varying sizes, along with evaluation and development of design parameters for a booster station and/or additional disinfection facilities as needed to support system capacity, reliability, and regulatory compliance within the Lowell service area.

Five (5) submittals were received. A selection committee consisting of Joshua Kramer (MCU), Charles Ryan (Parks & Recreation), and Christina Vrabic (Office of the County Engineer) evaluated the submittals and shortlisted four (4) firms for consideration. Based on the committee's evaluation, staff recommends Kimley-Horn and Associates, Inc. The final rankings are listed below:

Firm - *Location*	Rank
Kimley-Horn and Associates, Inc. - *Ocala, FL*	1
Jones Edmunds & Associates, Inc. - *Alachua, FL*	2
Clymer Farner Barley, Inc. - *Ocala, FL*	3
JBrown Professional Group Inc. - *Gainesville, FL*	4

Attached for review is a draft contract. Upon approval at today's meeting, the contract will be sent to Kimley-Horn and Associates, Inc. for signature and once returned, will be forwarded for execution by the County Attorney, the Clerk, and the Chairman.

BUDGET/IMPACT:
Neutral; expenditure of $1,246,765. Funding is available in ZF448536-563102-UTC0000205 (Marion County Utility Fund).

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman and Clerk to execute the contract under 25Q-160.

AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Kimley-Horn and Associates, Inc.**, located at 1700 SE 17th Street, Suite 200, Ocala, FL 34471, possessing FEIN# 56-0885615 (hereinafter referred to as "FIRM") under seal for the Lowell Water Distribution System - Design, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #25Q-160 - Lowell Water Distribution System - Design, the Offer, Scope and/or Specifications, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, and Certificates of Insurance.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project, and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

Section 4 - Term. This Agreement shall **commence upon COUNTY's Bo**ard of County Commissioner's approval and be effect through completion of the project, not to exceed 300 days. ("Term") TIME **IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. All Work will proceed in a timely manner without delays

Section 5 – Scope of Services. As per specifications and requirements of RFQ 25Q-160, FIRM shall provide complete Professional Services as stated in the Consulting Engineering Schedule of Work and Fees, Exhibit A, hereto, "the Work.".

Section 6 – Compensation. COUNTY shall make payment of $1,246,765.00, (the "Agreement Price"), to FIRM under COUNTY's established procedure, and per the rate classification and hourly fee schedule as stated in the Consulting Engineering Schedule of Work and Fees, Exhibit A, hereto. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses, if provided in the Contract Documents, due hereunder. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to

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COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith.

Section 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 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.

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Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, arising out of the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than $1,000,000 per occurrence and $2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of $5,000,000. Projects $5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the

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event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
a) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
b) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
c) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
d) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
e) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor.

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FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.

f) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.

g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.

h) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.

i) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.

j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hard copy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 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

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b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.
   3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
      c. Been engaged in business operations in Cuba or Syria; or
      d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
   4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

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Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assisting in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution, and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Rough housing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings**.**
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate workwear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 32 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set

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forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 33 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 34 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Kimley-Horn and Associates, Inc.
1700 SE 17th Street, Suite 200, Ocala, FL 34471
CONTACT PERSON: Alan Garri, P.E. | Phone: 352-438-3000

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: alan.garri@kimley-horn.com and richard.busche@kimley-horn.com. Designation signifies FIRM's election to accept notices solely by e-mail.

Section 35 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 36 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A,**

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.

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ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

CARL ZALAK, III DATE
CHAIRMAN

BCC APPROVED: July 7, 2026
25Q-160 | Lowell Water Distribution System – Design

KIMLEY-HORN AND ASSOCIATES, INC.

BY: DATE

PRINTED:

ITS: (TITLE)

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Kimley»Horn

CONSULTING ENGINEERING SCHEDULE OF WORK AND FEES

LOWELL WATER MAIN EXTENSION

This AGREEMENT is made this ____day of _____ 2026, by and between Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Engineer") and Marion County Utilities, C/O Marion County, a political subdivision of the State of Florida ("MCU" or "County") for the Lowell Design Water Distribution System Project in accordance with the terms and conditions contained within RFQ 25Q-106, which is incorporated herein by reference.

Project Understanding:

The objective of this project is to extend a water transmission main to Lowell, an unincorporated community in Marion County, Florida, and distribution mains within Lowell to serve commercial and residential customers. The water transmission main extends from Highway 326 north along County Road 25A/ Gainesville Road to West Highway 316. The project will serve the Florida State Fire College ("FSFC"), North Marion Middle School ("NMMS"), and residential customers in the surrounding area. The Project could potentially serve local and state correctional facilities within Lowell and Fessenden Elementary School at the south end of the project.

Marion County Utilities ("MCU") has been awarded State funds for design of the project through the State Revolving Fund ("SRF") program. Additional State grant funds are available for a portion of the construction. Kimley-Horn understands that Federal funds may be awarded and administered by the Florida Department of Environmental Protection ("FDEP") for remaining construction. The SRF and Federal funds will require a full alternatives analysis to demonstrate the financial feasibility of the project.

The scope of the construction phase services for this project cannot accurately be determined and developed until the design is complete. It is understood that Construction Phase Services will not be provided as part of this agreement but will be provided in a separate agreement following design.

Specific Scope of Basic Services:

Task 1 – Project Management and Data Collection

A. Kimley-Horn will prepare for and attend a kickoff meeting with MCU to review the project scope, schedule, and deliverables.

B. Kimley-Horn will conduct monthly reviews of project progress to ensure compliance with approved budget and schedule. This task will also include updates to project schedule, and preparation of monthly invoices. Project management includes activities related to initiating, planning, executing, controlling, and closing the project. Under this task, Kimley-Horn will be responsible for overall coordination and oversight of the project execution.

C. Kimley-Horn will provide quality assurance/quality control oversight for deliverables under this contract. Kimley-Horn will perform a technical review of deliverables, in accordance with standards, prior to transmitting to MCU.

D. Kimley-Horn will contract with and manage subconsultants as described in this scope of services.

E. Kimley-Horn will provide MCU with a list of needed data for the project. Kimley-Horn will review data submitted by MCU for completeness. To the best of its ability, MCU will provide Kimley-Horn with accurate and complete data necessary for this project.

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F. In addition to task-specific meetings proposed herein, Kimley-Horn will schedule and attend monthly progress meetings with MCU. Kimley-Horn will prepare meeting agendas and compile meeting minutes for each progress meeting. Kimley-Horn has assumed 10 progress meetings will be necessary for this project.

Task 2 – Hydraulic Analysis

A. Kimley-Horn will provide a hydraulic evaluation of the proposed project. Kimley-Horn will utilize WaterCAD software to develop a hydraulic model of the existing Irish Acres public water supply ("PWS") that will include near-term improvements associated with the Irish Acres to SSR WM Interconnect project.

B. The hydraulic model will be used to evaluate system pressure and water age along the project route. The need for pressure-boosting and rechlorination facilities will be evaluated for scenarios that include known future customers with sub-scenarios that include or exclude connections to the correctional facilities.

1) An estimate for the sizing for one pressure-boosting facility and one rechlorination facility or one combination thereof are part of the allowance for this task under this scope. However, the specific design parameters are not known at this time. If hydraulic modeling indicates these facilities are required, Kimley-Horn can provide the sizing parameters and specifications utilizing the allocated allowance with email approval from MCU. These parameters and specifications can be used by the contractor during construction to select a package booster station from a preferred vendor. If additional fees are needed beyond the allowance, Kimley-Horn will notify MCU and can provide the additional services for an additional fee that will be submitted at the time such services may be required. Kimley-Horn assumes that MCU will coordinate property acquisitions for such facilities as may be required. Kimley-Horn assumes that property acquired for such facilities will be one acre or less.

C. Modeling results and specific recommendations will be reported in a technical memorandum. Kimley-Horn anticipates that the technical memorandum will also be used for FDEP PWS permitting.

D. Findings from this task will be incorporated into the SRF facility plan.

Task 3 – SRF Facility Plan

Kimley-Horn will prepare a facility plan intended to meet SRF application requirements for the project. The task includes the following components:

A. Kimley-Horn will utilize readily available data to assess current conditions that lead to consideration of this project.

B. With assistance from MCU, Kimley-Horn will identify project stakeholders. Stakeholders are anticipated to include FDEP staff, representatives of the FSFC, representatives of the Florida Department of Corrections, representatives of the Marion County Department of Corrections, representatives of the Marion County School Board, and residents of Lowell.

C. With assistance from MCU, Kimley-Horn will schedule and attend up to two stakeholder meetings to discuss the project and gauge interest in connecting to the proposed water main extensions.

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D. Kimley-Horn will quantify the needs that this project will address, including current water quality issues, supply and demand, and existing infrastructure associated with the project.

E. Kimley-Horn will evaluate three project alternatives, one of which will be the project as currently envisioned, the second to be distributed on-site treatment, and the third to be "no-action taken." The evaluation will consider feasibility, public health metrics, environmental impacts, detailed engineering analysis, cost estimates, and a regulatory compliance review for each alternative.

F. Kimley-Horn will develop a selection rubric to identify the preferred alternative. The rubric will be used to make a recommendation for the selected alternative.

G. Kimley-Horn will consider Implementation strategies for the selected alternative, including project phasing, regulatory compliance, and permitting needs.

H. Kimley-Horn will prepare a draft facility plan for review by MCU and other stakeholders.

I. Kimley-Horn will schedule a stakeholder review meeting to discuss the draft facility plan.

J. Kimley-Horn will prepare a final facility plan that incorporates stakeholder comments. The facility plan will be signed and sealed by a Florida-registered professional engineer.

Task 4 – Survey Services

Kimley-Horn will utilize a qualified local subconsultant (George F. Young, GFY) to perform the required survey services. The survey subconsultant will provide the following services:

A. Surveying Services:

1) Perform preliminary research to gather ROW maps (if available) and adjoining deeds throughout the project site.

2) Mobilize field crews to recover boundary monumentation sufficient to solidify right-of-way orientation and location.

3) If no right-of-way maps or information is available, no right-of-way data will be shown. Limits of maintenance/possession will be utilized for these areas.

4) Mobilize field crews to collect topographic information along the corridor sufficient to produce 1' contour intervals. Data will be collected using base/rover GPS equipment or technology to produce similar or better positional data. Topographic data will be collected only within determined rights of way. Above ground utility evidence will also be collected.

a. Topographic information will be collected on the Florida State Plane Coordinate System, West Zone (horizontal), and NAVD88 (vertical).

b. Locate trees >10" diameter at breast height ("DBH") within determined rights-of-way.

c. Locate utility markings as established by this firm.

d. Locate VVHs as established by this firm. If additional VVHs are requested an ASA will be prepared for the additional services.

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e. Project limits will begin at the midpoint of the eastern boundary of tax parcel 12894-000-00 on the northwest corner of the intersection of County Road 25A and CR326 and will extend northerly (5' outside of ROW to 5' outside of ROW) to the south line of tax parcel number 07368-000-03. County Road 329 westerly (5' outside of ROW to 5' outside of ROW) from County Road 25A to the apparent driveway of tax parcel 07198-001-01, then easterly from County Road 25A (5' outside of ROW to 5' outside of ROW) to the east boundary line of tax parcel 07267-000-00. Thence northerly (5' outside of ROW to 5' outside of ROW) along NW 38th Avenue in Lowell and westerly along NW 130th Street to the east boundary of tax parcel 07233-001-00. Westerly along NW 120th Street (5' outside of ROW to 5' outside of ROW) from County Road 25A to the east ROW line of I-75. Extending westerly (ROW to ROW) along NW 125th Street Road to the midpoint of tax parcel 07190-000-06.

f. Deliverable will include a signed and sealed PDF of the completed topographic survey. Corresponding CAD file for design will also be provided.

B. Allowance to provide ASCE Quality Level "B" Subsurface Utility Designation

1) GFY to perform Electronic Designation, including GPR scanning where possible, to horizontally locate the existing subsurface utilities located in the right-of-way on NW Gainesville Road between Highway 326 and West Highway 329, on NW 120th Street, on NW 38th Avenue and on W Hwy 329 from NW 125th Street Road east to the North Marion Middle School, City of Lowell, Marion County, Florida and as illustrated on Exhibit provided to GFY by Kimley-Horn.

C. Allowance to provide ASCE Quality Level "A" Subsurface Utility Location

1) GFY to provide VVHs (test holes) on the existing Subsurface utilities located in the right-of-way on NW Gainesville Road between FL-326 and W Hwy 329, on NW 120th Street, on NW 38th Avenue and on W Hwy 329 from NW 125th Street Road east to the North Marion Middle School, City of Lowell, Marion County, Florida and as illustrated on Exhibit "F" provided to GFY by Kimley-Horn. The VVH locations shall be based on the GFY "Quality Level "B" Designation" of the utility, shall be identified by the EOR/PM prior to mobilization, and shall not exceed 20 total VVHs.

2) This proposal is for ASCE QL "A" VVHs and ASCE QL "B" Designation, painting and flagging, of the Subsurface Utilities only. Existing aerial utilities and surface features such as fire hydrants, sanitary manholes, storm manholes, and associated invert elevations are to be survey collectedby GFY survey crews.

3) GFY will provide electronic copies of the SUE field notes in Blue Beam to GFY Survey.

Task 5 – Geotechnical Services

Kimley-Horn will utilize a qualified local subconsultant to perform the required geotechnical services. The geotechnical subconsultant will provide the following services:

A. Drill 55 manual auger borings, to a depth of up to seven feet below existing ground surface, spaced at approximately 1,000 linear feet along the proposed water main pipelines.

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B. Prepare a preliminary geotechnical report including results of the soil investigations in profile form, estimation of seasonal high groundwater level (SHGWL), evaluation of encountered conditions, and geotechnical recommendations for design and installation of the proposed water main. The geotechnical report will be prepared, signed and sealed by a Florida licensed professional engineer.

Task 6 – Environmental Services

A. Natural Resource Assessment with Wetland Delineation - Kimley-Horn will conduct a Natural Resource Assessment to identify wetlands and surface waters and upland habitats (including potential sensitive habitats) on-site and will evaluate the potential for usage by protected species. In preparing this assessment, Kimley-Horn will conduct the following tasks:

1) Review readily available natural resource documentation, previous environmental studies (provided by client, if available), existing permits (if available) and protected species information.

2) Request and review information from the US Fish and Wildlife Service (USFWS), Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of protected species on and near the subject property.

3) Request and review information from the State Historic Preservation Officer (SHPO) regarding historic and archaeological resources.

4) Review the Flood Insurance Rate Map (FIRM) to determine if the project is within the 100-year floodplain.

5) Review readily available historic aerials; and

6) Conduct site reconnaissance.

B. At the time of the site visit Kimley-Horn will delineate the extents of on-site wetlands and/or surface waters (or determine top of bank is the jurisdiction for surface waters) in accordance with the State unified wetland delineation methodologies described in Chapter 62-340, Florida Administrative Code (FAC) and the US Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and regional supplement. It is assumed that the site visit will require up to three days in the field for a team of two biologists. Kimley-Horn will collect field data to make a preliminary evaluation as to whether the on-site wetlands and/or surface waters are isolated or considered jurisdictional to USACE. This task does not include coordination with a professional land surveyor for locating the delineated wetland flags.

C. Following the site visit and database review, a Technical Memorandum will be prepared for each phase of the project, including Phase 1B, Phase 2A, and Phase 2B. Each memorandum will summarize our findings, permit requirements if development proceeds on this site, and additional surveys or evaluations required, if applicable. These additional services could include wetland permitting, specific protected species surveys, archaeological or historical surveys, etc. The following maps will be prepared:

1) Location Map

2) USGS Quad Map

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3) NRCS Soils Map

4) Land Cover Map classifying the habitats on-site based on the Florida Land Use, Cover, and Forms Classification System (FLUCFCS) and showing approximate acreage of each land cover. The acreage of upland and wetland habitats shown will be approximate based on aerial interpretation and field reconnaissance.

5) Protected Species Map (if applicable)

6) FEMA FIRM Map

D. This task is a due diligence level review and does not include detailed species-specific surveys; it does include a general wildlife survey conducted during the site visit. If during this investigation it is determined that additional field surveys are required to meet the state and federal survey protocol, the client will be notified and a cost for the additional survey will be prepared. This task includes an estimated allowance for the additional survey(s) but actual costs are not known at this time and may exceed the allowance. Preliminary evaluation of the limits of wetlands and surface waters are for estimation purposes and are subject to verification by the applicable regulatory agencies.

E. Type I Categorial Exclusion

1) In support of requesting a Type I Categorical Exclusion (CE) to meet National Environmental Policy Act (NEPA) compliance for grant funding of the proposed project, Kimley-Horn will utilize the information gathered in Task 101 to complete a Type I CE checklist, including environmental support documentation and accompanying maps. Additional research through the Florida Department of Environmental Protection (FDEP) OCULUS database will be conducted for existing contamination data within and adjacent to the project corridor. It is anticipated that the reviewing agency of the Type 1 CE will be the FDEP, through which applicable grant funding will be administered; therefore, Kimley-Horn will respond up to two Requests for Additional Information (RAIs) from the FDEP.

2) This task assumes that the project will qualify for a Type 1 CE. Under this assumption, a Contamination Screening Evaluation Report (CSER) will not be required, and thus not included as a part of this scope of work. If a CSER is requested, these documents can be provided as additional services under a new scope of work or could be performed using the allowance for this task.

F. Phase I Cultural Resource Assessment Survey - Kimley-Horn shall conduct a Cultural Resource Assessment survey to identify and evaluate cultural resources within a project's Area of Potential Effect (APE). In preparing this assessment, Kimley-Horn shall conduct the following objectives:

1) Background Research

a. Kimley-Horn will undertake this background research to establish the appropriate historic contexts for the project area, in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, as well as the Florida DHR's guidelines outlined in Module 3 and Florida Rule Chapter 1A-46. If potentially eligible resources are encountered that require intensive-level

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research for final evaluation, a supplemental agreement will be required. This Task consists of the following:

i. *Record Search* – obtain available Cultural Resource Assessment Survey (CRAS) reports recorded in the Florida Master Site File (FMSF) available from the Florida Division of Historic Resources.

ii. *Aerial Photography Review* – obtain and examine readily available historical aerial photographs of the site and surrounding vicinity to assess the potential for unrecorded historic properties. Aerial photographs will be researched to the earliest data that is reasonably obtainable.

iii. *Review of Historical Maps* – obtain and examine readily available fire insurance maps and historical topographic maps.

iv. *Other Historical Sources* – obtain and examine other historical sources relevant to the completion of the desktop review and analysis.

v. *Recorded Cultural Resources Analysis* – conduct a desktop review of existing Cultural Resources and spatial datasets available through a Geographic Information System (GIS) framework identify existing surveys and resources.

vi. *Possible Unrecorded Cultural Resources Analysis* – conduct a desktop review of historical sources and spatial environmental datasets to identify the potential for unrecorded cultural resources to be impacted by the proposed project.

2) Field Investigations – Allowance authorization required

a. Architectural Fieldwork

i. The survey will be conducted both by vehicle and on foot within the project area and surrounding publicly accessible areas. Preliminary background research indicates that within an Area of Potential Effect (APE) based on a 100-meter buffer around the project area, up to 40 architectural resources will need to be surveyed to update or create FMSF documentation and provide recommendations. This includes documenting resources that are 45 years or older and approximately five previously recorded resources. This proposal assumes 40 resources, but the number may be reduced if a more refined APE is developed based on actual viewshed considerations, supported by representative viewshed photographs. Digital photographs and notes will be taken to complete the descriptions and FMSF survey forms. Kimley-Horn will make recommendations on NRHP eligibility if needed, particularly for resources identified as potentially eligible for listing.

b. Archaeological Fieldwork

i. Archaeological fieldwork will involve a combination of pedestrian reconnaissance where ground surface has at least 50% exposure and

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systematic shovel testing within the Area of Potential Effect (APE) to determine the presence or absence of subsurface cultural resources. The APE is defined according to 36 CFR Part 800.16(d) as the geographic area where an undertaking may cause alterations to historic properties. This includes areas of direct ground disturbance, access roads, and construction staging areas.

ii. The pedestrian survey will visually inspect all ground-disturbing areas, and shovel testing will be conducted at 25-meter, 50-meter and 100-meter intervals along transects. Shovel test intervals may be adjusted based on soil conditions, topography, or the expected density of archaeological sites, with any adjustments clearly documented in the report. Soil from shovel tests will be passed through 1/4-inch hardware cloth, and tests will be approximately 50 centimeters in diameter, excavated to 100 centimeters below the surface, or when water is encountered or practical refusal. Excavation will not occur beyond the APE.

iii. If archaeological materials are found, they will be bagged and labeled with appropriate provenience information. Artifacts will be analyzed or sampled and discarded as appropriate. Shovel tested areas will be mapped and recorded with GPS devices, including details on soil colors, texture, and composition. Historic features, areas of disturbance, and low and wet areas will also be recorded

iv. It is assumed that no more than 240 shovel tests will be required to complete the archaeological survey and characterize any identified sites. An archaeological site will be defined by above-ground remnants or the recovery of three or more related artifacts in contexts with fair to high integrity. Historic sites may also be defined by structural remnants. Diagnostic artifacts not qualifying as sites will be recorded as artifact locations. It is assumed that no more than two sites or isolated finds will be identified, and no features requiring soil flotation or floral/faunal analyses will be found. Site boundaries will be defined using additional radial shovel tests at half the standard interval, with internal site characteristics defined by judgmental shovel tests as needed. If a site extends outside the survey area, an effort will be made to estimate its extent using landform contours. The survey will not extend beyond the project area.

3) Laboratory Analysis – Allowance authorization required

a. All artifacts generated in the course of the survey will be provenienced in the field and recorded. Following fieldwork, the artifacts will be transported to the Kimley-Horn laboratory facilities where they will be cleaned, sorted, and identified. After processing, all artifacts will be inventoried using Microsoft Excel. A full artifact inventory of prehistoric and historic artifacts will be included as an appendix to the report. Identification of diagnostic artifacts will be made by consulting existing comparative collections and available regional literature regarding artifact types. Artifacts will be assigned dates through the comparison of identified artifacts with

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other material culture classes having documented use-popularity patterns where possible. Ceramics and glass will provide primary chronological information. All artifacts will be placed in polyethylene re-sealable storage bags and placed in acid free boxes suitable for permanent curation. At the conclusion of the survey, arrangements will be made with the client regarding final deposition of the artifacts.

4) Reporting, FMSF Documentation, and Deliverables

a. Kimley-Horn will prepare a report that meets Florida DHR's requirements outlined in Module 3 and Florida Rule Chapter 1A-46 and will create or update FMSF forms and their supporting attachments as necessary. The report will include all required components of a cultural resources technical report: an introduction defining the project scope and personnel, a brief historic context and summary of previous research, a description of the archival research and field methods employed, the results of the survey, and conclusions and recommendations regarding each resource's or site's eligibility for listing in the NRHP, including recommendations for any further work that may be needed.

b. A draft of the technical report will be submitted electronically in PDF format to the client. After addressing any comments, a hard copy and PDF copy of the final report will be prepared for Florida DHR submission. Additionally, one set of FMSF documentation packets will be prepared as necessary for DHR submission.

Task 7 – Engineering Design

A. Kimley-Horn understands that MCU desires the project to be bid and constructed in three phases.

B. Kimley-Horn will prepare a conceptual plan of the main alignment for the three phases. The conceptual plan will consist of the horizontal alignment of the watermain showing proposed connections and estimated adjustments for utilities. Kimley-Horn will review the conceptual plan with MCU for approval prior to preparing design plans.

C. For each phase, Kimley-Horn will prepare engineering design plans according to industry standards and the level of detail required by permitting agencies. These plans will generally consist of the following elements:

1) Cover sheet

2) Key map sheet

3) General notes sheet(s)

4) Plan and profile sheets depicting existing conditions and the proposed improvements

5) General and necessary specific utility details (such as crossings)

6) General construction details

D. For each phase, Kimley-Horn will prepare and submit 60% and 90% engineering design plans for review by MCU prior to completion and submission of the final engineering plans. Kimley-Horn will respond to requests for additional information associated with each submittal.

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1) Kimley-Horn will schedule and attend 60% and 90% design review meetings with MCU and other stakeholders for each phase. Kimley-Horn assumes that other stakeholders would have an interest in where their respective connections to MCU's water system will be located. MCU will identify other stakeholders.

E. Kimley-Horn will utilize Sunshine One Call to verify the name, contact person and telephone number for all utility companies located within the project area. These utility contacts will be shown on the cover sheet of the plans.

F. Following standard procedures, Kimley-Horn will coordinate with the identified utility owners for potential conflicts along the proposed route.

G. The project will rely on standard specifications as established by the Marion County land development code, CSX/Florida Northern Railroad, SJRWMD, and FDEP regulations. Standard specifications will be incorporated by reference.

1) Kimley-Horn can assist with development of specific standalone specifications for an additional fee.

Task 8 – Permitting Services

A. FDEP Water Distribution System Permit

1) Kimley-Horn will coordinate and attend a pre-application meeting with the FDEP.

2) Kimley-Horn will submit form 62-555.900(1) to notify/apply for the construction of a domestic watermain extension system under the specific permit associated with Rule FAC 62-604. This permit application consists of the watermain extension, pressure booster station, and rechlorination station. If the pressure booster station and rechlorination station is not needed an application for a general permit will be submitted for just the water main extension.

3) Kimley-Horn will respond to one normal and typical request for additional information.

4) MCU will pay the permit application fee.

5) Kimley-Horn assumes that the Irish Acres PWS will have been rerated to support capacity needed for this project and the Irish Acres to SSR WM Interconnect projects.

B. SJRWMD ERP Exemption Verification

1) Kimley-Horn will schedule and attend a preapplication meeting with the SJRWMD.

2) Kimley-Horn will submit form 62-330.050(1) to request verification of permit exemption under Rule 62-330.051(4)(d) to SJRWMD.

3) Kimley-Horn will respond to one normal and typical request for additional information.

4) MCU will pay the permit application fee.

5) This task does not include an ERP application. If the SJRWMD determines an ERP is required, Kimley-Horn can provide related services for an additional fee.

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C. Florida Northern Railroad Right of Way Utility Crossing

1) Kimley-Horn will prepare a Florida Northern Utility Permit application package.

2) Kimley-Horn will coordinate and attend a preapplication meeting with Florida Northern officials.

3) Kimley-Horn will submit a utility permit application to Florida Northern Railroad.

4) Kimley-Horn will respond to one normal and typical request for additional information.

5) The County will pay the permit application fee.

6) Kimley-Horn will assist MCU with preparing the agenda item when the agreement with Florida Northern Railroad is presented to the Board of County Commissioners ("BOCC").

Task 9 – Public Relations Assistance

Kimley-Horn understands that Marion County's public relations department ("MCPR") typically handles official communications. Kimley-Horn will provide limited support for MCPR's efforts associated with this project. Assistance will consist of the following items:

A. Draft language related to the design of the project which can be used in written materials, such as project factsheets, notifications, and frequently asked questions.

B. Development of renderings and graphics, such as project maps.

C. Attendance at informational sessions as scheduled by MCPR.

Task 10 – Bidding Assistance

Kimley-Horn will provide the following bidding assistance services:

A. Kimley-Horn will prepare a scope of work for each phase of the project.

B. Kimley-Horn will prepare a bid form with quantity tabulation, measurement and payment, and opinion of probable construction cost ("OPC") for each phase of the project.

C. Kimley-Horn will answer specific design-related questions after the period for questions has ended. Kimley-Horn has assumed that Marion County's procurement department will incorporate Kimley-Horn's responses into the bid documents as applicable. This service is limited to a single occurrence per phase of the project.

D. If required, Kimley-Horn will revise construction plans in response to contractor questions. Revisions will be denoted in the plans using tagged revision clouds. This service is limited to a single occurrence per phase of the project.

E. Kimley-Horn will attend one pre-bid meeting for each phase of the project.

F. Marion County will address questions not pertaining directly to design and will revise bidding documents other than the bid plans for both phases of construction.

G. Marion County will administer the bidding process.

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Deliverables:

Kimley-Horn will provide the following deliverables associated with this project:

1. Agendas and Minutes for all meetings.
2. Hydraulic modeling technical memorandum.
3. Conceptual plan
4. Draft and final PDF copies of the SRF facility plan report.
5. PDF copies of the 60%, 90%, and final engineering design plans (per phase).
6. One hardcopy (22”x34”) of the final engineering design plans (per phase).
7. One PDF copy of the Geotechnical, Environmental, and CRAS reports.
8. Electronic copies of written and graphical materials to support MCPR with project information dissemination.
9. Electronic copies of the scope of work, bid form, OPC, and measurement and payment (per phase).
10. Electronic copy of responses to bidder questions (single occurrence per phase).

Additional Services if Required:

Services not specifically stated in the scope of services above are not included. Compensation for additional services will be agreed to prior to their performance.

Schedule:

Kimley-Horn will provide the services described in the Scope of Services within 12 months of notice to proceed. Kimley-Horn advises that the project is contingent on permit issuance and Kimley-Horn has no control over the issuance of permits. Please see the design schedule included for more detail.

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FEE AND EXPENSE

Kimley-Horn will perform the Scope of Services in for a lump sum fee and allowances detailed below. All permitting, application, and similar project fees will be paid directly by MCU. A breakdown of the fee per task is provided in the attached Table A.

Task Description	***Lump Sum Fee***
Task 1 – Project Management and Data Collection	$59,140.00
Task 2 – Hydraulic Analysis	$33,140.00
Task 3 – SRF Facility Plan	$56,440.00
Task 4 – Survey Services	$310,450.00
Task 5 – Geotechnical Services	$30,230.00
Task 6 – Environmental Services	$55,280.00
Task 7 – Engineering Design Services	$383,500.00
Task 8 – Permitting Services	$17,715.00
Task 9 – Public Relations Assistance	$19,560.00
Task 10 – Bidding Assistance	$9,310.00
Total Lump Sum Fee	***$974,765.00***
Allowance Description	***Allowance***
Task 2 Allowance – Booster Station and Rechlorination Station Design	$40,000.00
Task 4 Allowance – Level B SUE	$160,000.00
Task 6A – 6E Allowance – Species Specific Survey	$30,000.00
Task 6F – CRA Survey Field Work Allowance	$42,000.00
Total Allowance Amount	***$272,000.00***
Total Project Cost	***$1,246,765.00***

Attachments: Table A, Project Schedule, Exhibit A

ACCEPTED:
THE COUNTY OF MARION, FLORIDA KIMLEY-HORN AND ASSOCIATES, INC.

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Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

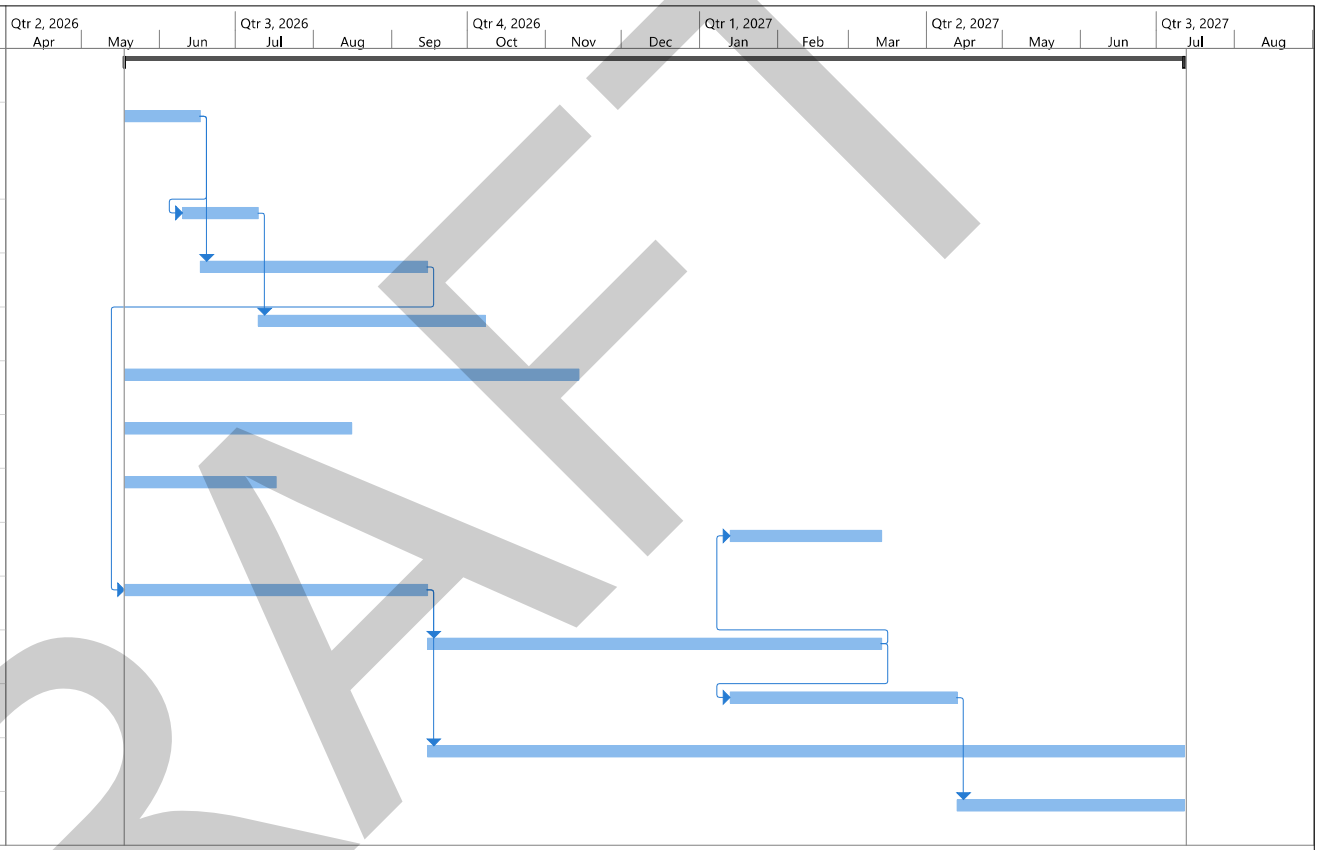
PROJECT: Lowell Water Main Extension
CLIENT: MARION COUNTY
KH PM: Alan Garri
BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, RFQ 25Q-106-UTILITIES ENGINEERING DESIGN SUPPORT SERVICES

SHEET: 1 of 1
DATE: 5/1/2026

		DIRECT LABOR (MAN-HOURS)																
		Principal Engineer	Sr. Professional Engineer	Project Manager	Project Engineer / Engineer III	Staff Environmental Engineer	Engineer Scientist / Engineer II	Engineer Intern / Engineer I	Field Services Tech	Sr. CADD Designer	CADD Designer	CADD Tech / GIS Specialist	Permit Coordinator	Clerical	LABOR HOURS	Allowance ($)	SUB ($)	LABOR TOTAL
TASK ID	TASK DESCRIPTION	$285.00	$245.00	$210.00	$170.00	$160.00	$160.00	$150.00	$90.00	$170.00	$110.00	$90.00	$120.00	$60.00				
1A - 1F	Project Management & Data Collection	8.0	20	48	36	36	60	80				80		20	388			$ 59,140
2A-2D	Hydraulic Analysis	4.0	40		60			80							184	$40,000.00		$ 33,140
3A-3B	Stakeholder Coordination	4.0	8		12			24							48			$ 8,740
3C-3J	Facility Plan	4.0	8		60		80	100				60		20	332			$ 47,700
4A-4C	Survey Services		2				16	16							34	$ 160,000.00	$ 305,000.00	$ 5,450
5A-5B	Geotechnical Services		2				16	16							34		$ 24,780.00	$ 5,450
6A-6E	Environmental Assessment	4.0	8			63	70		80					20	245	$ 30,000.00		$ 32,780
6F1 & 6F4	Phase 1 CRA Survey (desktop)	4.0	8			35	45		60					20	172			$ 22,500
6F2 &6F3	Phase 1 CRA Survey (Field Work Allowance)															$ 42,000.00		
7A-7B	Conceptual Plans (3 conceptual plans, 1 per phase)	3.0	9		30		60			60					162			$ 27,960
7C-7G	Design Plans (3 plan sets, 1 per phase)	24.0	60		80		120	240		1560					2084			$ 355,540
8A	FDEP Permit		6		18		24						8		56			$ 9,330
8B	SJRWMD ERP Permit Exemption		1		4		4						8		17			$ 2,525
8C	Florida Northern Railroad Permit		4		8		16						8		36			$ 5,860
9A-9C	Public Relations	4.0	8		16		24	30				40		30	152			$ 19,560
10A-10H	Bidding Assistance	2.0	4		8		10	10		18				4	56			$ 9,310
															0			$ -
															0			$ -
															0			$ -
	TOTALS:	61.0	188	48	332	134	545	596	140	1638	0	180	24	114	4000	$ 272,000.00	$ 329,780.00	$ 644,985.00
																	GRAND TOTAL:	**$ 1,246,765.00**

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ID	Task Name	Duration	Start	Finish
1	**Lowell WM Extension Project**	**300 days**	**Mon 5/18/26**	**Mon 7/12/27**
2	Task 1 - Project Management & Data Collection	1 emon	Mon 5/18/26	Wed 6/17/26
3	Task 2 Hydraulic Analysis	1 emon	Wed 6/10/26	Fri 7/10/26
4	Task 3A-B Stakeholder Coordinatic	3 emons	Wed 6/17/26	Tue 9/15/26
5	Task 3C-J Facility Plan	3 emons	Fri 7/10/26	Thu 10/8/26
6	Task 4 - Survey	6 emons	Mon 5/18/26	Sat 11/14/26
7	Task 5 - Geotechnical	3 emons	Mon 5/18/26	Sun 8/16/26
8	Task 6A-E Environmental Assessm	2 emons	Mon 5/18/26	Fri 7/17/26
9	Task 6F - CRA Survey	2 emons	Wed 1/13/27	Sun 3/14/27
10	Task 7A-B Conceptual Plans	4 emons	Mon 5/18/26	Tue 9/15/26
11	Task 7C-G Design Plans	6 emons	Tue 9/15/26	Sun 3/14/27
12	Task 8 Permitting	3 emons	Wed 1/13/27	Tue 4/13/27
13	Task 9 Public Relations	10 emons	Tue 9/15/26	Mon 7/12/27
14	Task 10 Bidding Assistance	3 emons	Tue 4/13/27	Mon 7/12/27

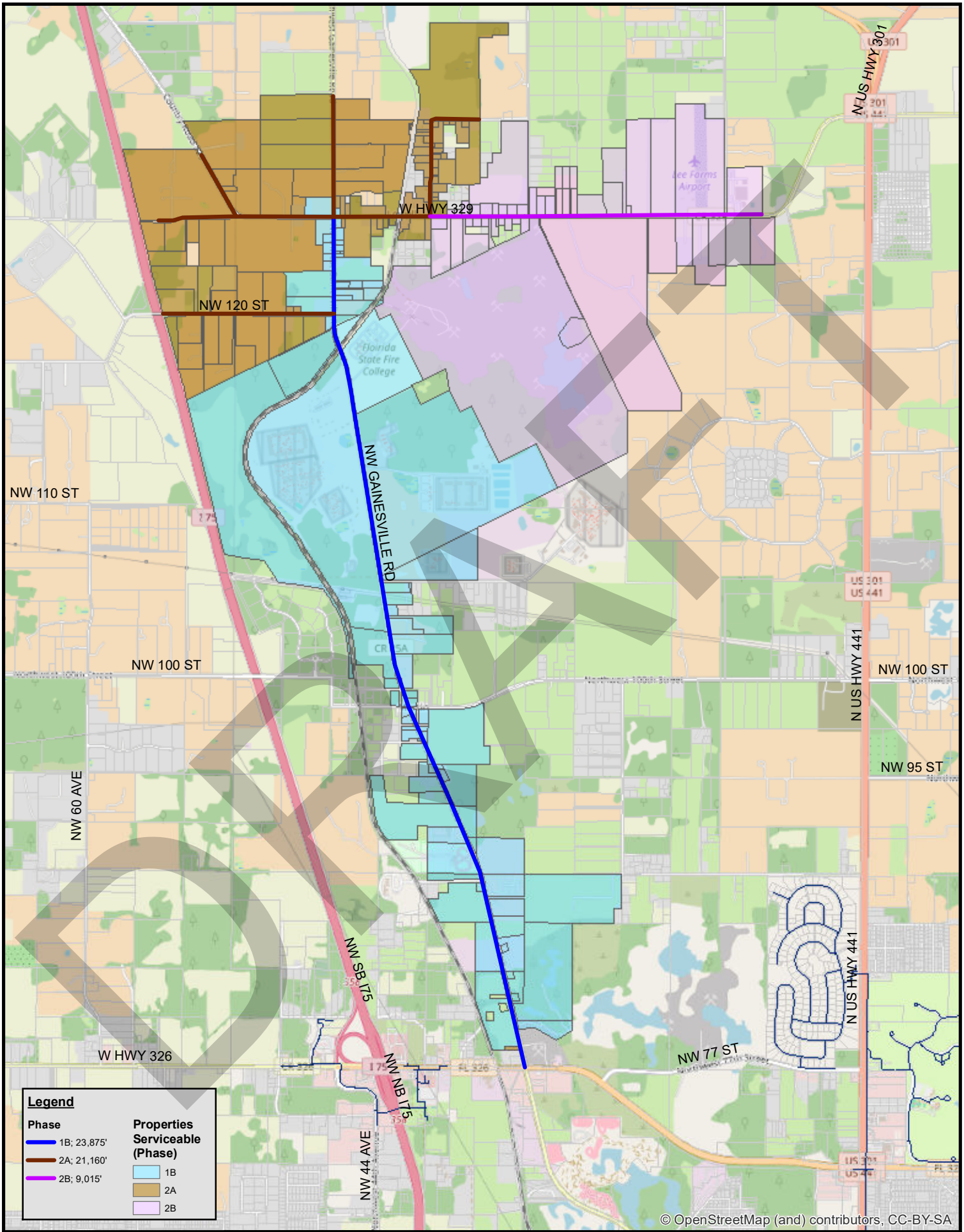


Project: Lowell WM Schedule 03
Date: Tue 3/17/26

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

Page 1

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Marion County Board of County Commissioners
Utilities Department

Created By: Reneé O'Donnell
Date Saved: 1/27/2025
Reference Scale: 1 " = 3,333 '
Approved By: AC / JK

"All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness of completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. **Marion County** makes no warranties, express or implied, as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requestor acknowledges and accepts all limitations, including the fact that the data, information, and maps are dynamic and in a constant state of maintenance, correction and update". The entire risk as to the results and performance of any information obtained from Marion C ounty is entirely assumed by the recipient. Any person who uses any information available from Marion County AGREES THAT THERE ARE NO REMEDIES FOR BREACH OF WARRANTY OR CONTRACT INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES."

Marion County Utilities Phasing Plan

Document Path: \\mcbcc1\shared\Dept_Utilities_Engineering\GIS\Maps\In-house\Lowell-FireCollege Contamination.mxd

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23369 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.4.6.

SUBJECT:
Request Approval of Task Order: 25Q-090-TO-04 Solid Waste Engineering Services - Baseline Landfill Expansion Design - Integrity Environmental Solutions, LLC, Monroe, NC (Budget Impact - Neutral; expenditure of $262,236)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On August 19, 2025, the Board approved contracts with multiple firms to provide professional services on an as-needed basis in support of Marion County Solid Waste operations. Services generally fall into five major categories, including engineering services, construction management and quality assurance, environmental compliance and testing services, special services, and environmental construction, maintenance, and repair.

Integrity Environmental Solutions, LLC, is being recommended by Solid Waste Director, Mark Johnson, to provide technical review and project management services for the Marion County Baseline Landfill Expansion project. Services include the review of design documents, evaluation of geotechnical and environmental elements, value engineering assessments, regulatory compliance review, and the development of recommendations and reports throughout various phases of the project.

Attached for review is a draft of the task order contract. Upon approval at today's meeting, it will be sent to Integrity Environmental Solutions, LLC for signature and once returned will be forwarded to Legal, the Clerk, and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $262,236. Funding comes from ZA423534-563102 (Solid Waste Disposal Fund).

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute the contract with Integrity Environmental Solutions, LLC, under 25Q-090.

Marion County
Board of County Commissioners

Procurement Services

2631 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

July 7, 2026

Jim Christiansen
Integrity Environmental Solutions, LLC
1643 Campus Park Drive, Suite B
Monroe, NC 28112
Delivered via email to: jchristi@integrityenvsol.com

Re: **Award of Project # 25Q-090-TO-04 ~ Baseline Landfill Expansion Design**

On behalf of the Marion County Board of County Commissioners, it is our pleasure to notify you of the award of the Project listed above. The following are required to complete the contract process, and shall be returned within one (1) week: *Documents can be returned via email, fax, or courier (USPS, FedEx, UPS, hand delivery).*

- One (1) set of the contract with exhibits if applicable, fully executed before two witnesses - *if a person other than a company Officer signs, a statement must be included noting the signatory's authorization to sign on behalf of the company.*

- One (1) copy of the activated insurance certificate, showing "Marion County, a political subdivision of the State of Florida" as Additional Insured, and in accordance with the Solicitation. This can be scanned. (See attached sample illustrating what is required).

- No payment(s) shall be rendered until all required documents have been received, in good order and deemed complete by the Marion County Procurement Services Department.

We look forward to doing business with you.

Susan Olsen
Procurement Services Director

xc: Solid Waste
/km
Rev 10.8.2018

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TASK ORDER TO THE AGREEMENT

In accordance with the Solid Waste Engineering Services Agreement, approved by the Board of County Commissioners on August 19, 2025 (the "Agreement") for work within the scope of Solicitation 25Q-090 Baseline Landfill Expansion Design, this Task Order to the Agreement (this "Amendment") is made and entered into between Integrity Environmental Solutions, LLC whose address 1643 Campus Park Drive, Suite B, Monroe, NC 28112, and possessing FEIN# 99-3631239 ("CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471 ("COUNTY").

WITNESSETH

WHEREAS the parties wish to amend the Agreement as set forth below; and;

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Amendment shall be deemed to amend and become a part of the Agreement in accordance with the original Solicitation and Agreement for Solid Waste Engineering Services under 25Q-090.
2. CONTRACTOR's services and performance will be in accordance with Exhibit A - Proposal and Exhibit B – Cost Estimate, hereto. The total cost for the Project will not exceed Two Hundred Sixty-Two Thousand, Two Hundred Thirty-Six Dollars ($262,236.00). This Agreement shall commence upon Board approval and shall terminate upon final completion of the Project. 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.
3. All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

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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

CARL ZALAK III DATE
CHAIRMAN

BCC APPROVED: July 7, 2026
25Q-090-TO-04 Baseline Landfill Expansion Design

Integrity Environmental Solutions, LLC

BY: DATE

PRINTED:

ITS: (TITLE)

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integrity environmental solutions
Construction O&M Engineering Permitting Compliance

1643 Campus Park Drive, Suite B
Monroe, NC, 28112
P. 704.283.9765 **F.** 704.283.9755
www.integrityenvsol.com

June 10, 2026

Mr. Mark Johnson
Solid Waste Director
Marion County
5601 SE 66th Street
Ocala, FL 34480
Via e-mail: mark.johnson@marionfl.org

Subject: Proposal – Baseline Landfill Expansion Design Review
Integrity Task Order #2

Dear Mr. Johnson:

Per the scope of services provided by the County on June 4, 2026, Integrity Environmental Solutions, LLC (Integrity) is pleased to present this proposal to Marion County to conduct an independent technical and value engineering (VE) review of the Baseline Landfill Expansion engineering design under the 2025 Solid Waste Engineering Services Contract. Integrity understands that the County is undertaking a project to redevelop Baseline Landfill and develop a new disposal cell for expansion. Jones Edmunds & Associates, Inc. (JEA) has been contracted by the County to perform the design, permitting, and supporting engineering services for the project. Subsequently, Integrity proposes to perform an independent review of JEA's Baseline Landfill Expansion design with the purpose of:

- Verifying that the design concepts and technical approaches conform to current best engineering practices and regulatory standards.
- Identifying value engineering opportunities that may optimize lifecycle cost, constructability, operational efficiency, and environmental protection, and;
- Providing technical assurance to Marion County regarding the robustness and cost-effectiveness of the proposed design solutions.

Integrity's project manager will be Jim Christiansen and technical lead will be Seth Nunes, P.E. We have several additional engineers with solid waste and landfill gas design, construction, and landfill operations experience that will work on the project. Integrity will be assisted in our review by two subcontractors. Geosyntec Consultants, Inc. (Geosyntec) will primarily provide expert technical and VE review of the JEA Geotechnical Report and Foundation Design, as well as provide valuable regulatory review and project history input through Richard Tedder, P.E. Richard is the former head of the FDEP Solid Waste Program and was in this key role, and directly involved, with the investigation, design, and original permitting of the Baseline Landfill. Allen Engineering and Science, Inc. (AllenES) will assist Integrity with review of the other deliverable packages on as-needed basis. AllenES has extensive landfill design experience in the private sector. We will work closely with the County to determine when AllenES services may helpful or appropriate for the overall review, but to maximize potential benefit to the County, a reasonable budget for all tasks has been included for AllenES.

The cost estimate provided herein is a not-to-exceed amount for a time and materials task order.

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SCOPE OF WORK

Task 1. Project Management, Project Familiarization, and Document Review

Obtain and review all relevant project documentation provided by Marion County and JEA, including but not limited to:

- JEA's Baseline Landfill Expansion and East Property Development Design and Permitting scope of services,
- Items generated from JEA Task 2 Field Investigations and Laboratory Testing,
- Conceptual Design Options - Summary Reports,
- Publicly available facility documentation from FDEP's Oculus, and
- Marion County historical records and drawings.

This task also includes project management necessary to support the work.

Subtask	Proposed NTE Cost
1. Project Management, Project Familiarization, and Document Review	**$ 24,680**

Task 2. Technical Design Review

JEA has several deliverables for the project for which Marion County desires a technical design review. These include:

Table 1 JEA Solid Waste Design Deliverables to Review

JEA Task #	Deliverable
2.2.1	Geotechnical Report
2.2.1	Foundation Design
4.1.1	Leachate Storage Conceptual Design
4.1.2	Leachate Storage 60-percent Design
4.2.1	Landfill Gas Flare Conceptual Design
4.2.2	Landfill Gas Flare 60-percent Design
5	Urban Cell Design Alternatives (30-percent)
6.1	Phase 2 Preliminary Design (30-percent)
6.3	Phase 2 Permit Application (60-percent)

Integrity will conduct a review of the JEA deliverables, shown in Table 1, and grouped by package as outlined in Table 2 below, for compliance with applicable engineering standards, regulations, and best practices, utilizing appropriate review areas which may include, but are not necessarily limited to, the following:

- **Florida Department of Environmental Protection (FDEP)** solid waste and environmental regulations.

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- **EPA Subtitle D** landfill design criteria.
- **Geotechnical and hydrogeologic design** for landfill, liner, and leachate systems.
- **Stormwater management and erosion control design.**
- **Leachate collection and conveyance systems.**
- **Landfill gas (LFG) collection, treatment, and control systems.**
- **Cost/Benefit analysis**, specifically for Urban Cell and soil mining/recovery.
- **Operations infrastructure**, including access roads, scales, utilities, and stormwater features.
- **Closure and post-closure considerations.**

Review of conceptual and 30% design level deliverables will focus on high-level concepts, general layout and approach, and primary feasibility with regard to the review areas noted above. The objective is to evaluate fundamental design direction and identify major risks before committing to detailed design and construction documents. This stage is inclusive of the Urban Cell, Geotechnical Report, and Foundation Design. There is a value engineering component conducted at this design stage, which is discussed further in Task 3. Review of 60% design level deliverables will focus on more detailed concepts, constructability, potential permitting issues, and design completeness. There is a more robust value engineering component conducted at this design stage, which is discussed further in Task 3.

As part of the review for each deliverable, Integrity shall identify any material shortcomings, deviations from standard practice, or areas for which additional documentation, analysis, or data may be warranted.

As discussed above, Integrity will be assisted in our review by Geosyntec and AllenES.

Table 2 Review Packages and General Schedule

Review Package	JEA Task/Deliverable	Review Time Period – Draft Design Review and Value Engineering Reports to County
Package 1	5 Urban Cell Design Approach	45 days from receipt of last JEA document by Integrity
	6.1 Baseline Design 30%	
	2.2 Geotechnical Report (no VE)	
	2.2 Foundation Design	
Package 2	4.1 Leachate 30%	30 days from receipt of last JEA document by Integrity
	4.2 LFG 30%	
Package 3	4.1 Leachate 60%	30 days from receipt of last JEA document by Integrity
	4.2 LFG 60%	
Package 4	6.3 Baseline Design 60%	45 days from receipt of last JEA document by Integrity

Tasks 2.1-2.4 Technical Review of Each JEA Design Package

Task 2 Deliverables

For each of the four JEA deliverable packages shown in Table 2, Integrity will prepare and submit a Design Review Report. The Report will include an executive summary with a concise summary of

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findings; a technical review comment log with itemized comments by discipline or subject (civil, geotechnical, environmental, structural, electrical, etc.) with reference to document sections or drawings; key recommendations; and an overall assessment of design quality and conformance to regulation and best practices. A draft report and final report incorporating County feedback on the draft will be prepared. All deliverables shall be submitted in electronic (PDF) format suitable for County recordkeeping.

Subtask	Proposed NTE Cost
2.1-2.4. Technical Design Review	**$ 207,257**

Task 3. VE Review

For the JEA deliverables identified in Task 2 (Table 1) above (excluding the Geotechnical Report), evaluate the design for opportunities to enhance cost-effectiveness, constructability, and operational performance without compromising quality or environmental compliance.

Areas of focus may include but are not limited to:

- Optimization of liner and leachate system materials and configurations,
- Earthwork balance and material reuse,
- Construction sequencing and phasing,
- Drainage and stormwater system betterments,
- Alternative equipment, material, or technology options, and
- Long-term maintenance and operational cost reductions.

Tasks 3.1-3.4 VE Review of Each JEA Design Package

Task 3 Deliverables

For JEA design deliverable packages shown in Table 2, Integrity will prepare and submit a Value Engineering Summary Report. The report will include a summary of recommended design optimizations with justification and cost/schedule implications.

The Report will also include a value engineering summary table listing:

- Recommended change or alternative,
- Basis and rationale,
- Potential cost or schedule impact (qualitative or quantitative), and
- Implementation considerations.

A draft report and final report incorporating County feedback on the draft will be prepared. All final deliverables shall be submitted in electronic (PDF) format suitable for County recordkeeping.

Subtask	Proposed NTE Cost
3.1-3.4 VE Review of Each JEA Design Package	**$ 92,268**

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Task 4. Coordination and Meetings

- Attend one in person project kick off meeting. During the same visit, conduct a site tour, meet with County staff and JEA to gain further understanding of project goals, design basis, and constraints. This will be scheduled within two weeks of the issuance of the Notice to Proceed.
- Participate in up to ten (10) coordination meetings with Marion County staff (virtual or in-person), as needed and approved by the County. Provide meeting minutes if requested by the County.
- Participate in up to ten (10) review meetings with JEA and the County to discuss findings, if requested by the County. Provide meeting minutes if requested by the County.

Subtask	Proposed NTE Cost
4. Coordination and Meetings	$ 41,346

ASSUMPTIONS

1. The County or JEA will provide all relevant documents in a timely manner.
2. Integrity's review periods shown in Table 2 begin at the time we have received all of the relevant documents for review for that particular review package. Though we may begin sooner with partial receipt of the package, and will endeavor to perform a quality review in as quick a manner as possible, the review cannot be completed without all of the information required for the review.
3. Integrity's onsite work will be performed in OSHA Level D protection and in accordance with the SWANA Landfill Gas Division Health and Safety Task Force, "A Compilation of Landfill Gas Laboratory and Field Practices and Procedures", dated November 2020. Any increase in the level of protection will require additional fees. This includes any additional costs for confined space entries, controlling hazardous and/or combustible atmospheres, additional PPE, or additional health and safety equipment beyond OSHA Level D that is required to complete this scope of work.
4. Costs are not to exceed amounts for a time and materials task order type. Subcontractor costs will be lump sum amounts billed to the County on an actual cost plus 10% basis.
5. Additional review services for construction level or 90% design level deliverables can be provided with an amendment to this task order or under a separate task order.

COSTS

Costs are provided in each Subsection and Attachment 1.

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CLOSING

Integrity appreciates this opportunity to present this task order proposal to Marion County. Please feel free to give me a call at (321) 704-4162 if you have any questions or comments concerning this proposal.

Sincerely,



Jim Christiansen
Principal
Integrity Environmental Solutions, LLC

cc: Dre Alvarado, CAPM, Marion County
Seth Nunes, P.E., Integrity
Amy Nunes, P.E., Integrity

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EXHIBIT B - COST ESTIMATE

Integrity Environmental Solutions, LLC		Baseline Expansion Design Review Task Order Cost Estimate																			
10-Jun-26		Task 1. Project Familiarization, Document Review, PM		Task 2. Technical Design Review								Task 3. Value Engineering Review								Task 4. Coordination and Meetings		Totals	
				2.1 Package 1		2.2 Package 2		2.3 Package 3		2.4 Package 4		3.1 Package 1		3.2 Package 2		3.3 Package 3		3.4 Package 4					
COST CATEGORY	**UNIT RATE**	**Hrs**	**Amt**	**Hrs**	**Amt**	**Hrs**	**Amt**	**Hrs**	**Amt**	**Hrs**	**Amt**	**Hrs**	**Amt**	**Hrs**	**Amt**	**Hrs**	**Amt**	**Hrs**	**Amt**	**Hrs**	**Amt**	**Hours**	**Amount**
Principal	$295.00	40	$11,800.00	40	$11,800.00	20	$5,900.00	15	$4,425.00	40	$11,800.00	20	$5,900.00	8	$2,360.00	8	$2,360.00	20	$5,900.00	60	$17,700.00	271	$79,945.00
Project Director	$250.00	12	$3,000.00	120	$30,000.00	60	$15,000.00	45	$11,250.00	120	$30,000.00	48	$12,000.00	32	$8,000.00	32	$8,000.00	48	$12,000.00	30	$7,500.00	547	$136,750.00
Senior Project Manager	$225.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00		$0.00	-	$0.00
GIS Manager	$190.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00		$0.00	-	$0.00
Project Manager I	$200.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00		$0.00	-	$0.00
Senior Designer	$165.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00		$0.00	-	$0.00
Senior Project Professional I	$170.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00		$0.00	-	$0.00
GIS Analyst	$150.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00		$0.00	-	$0.00
Senior Engineer/Scientist Intern	$150.00	-	$0.00	8	$1,200.00	4	$600.00	4	$600.00	8	$1,200.00	5	$750.00	3	$450.00	3	$450.00	5	$750.00		$0.00	40	$6,000.00
Engineer Scientist Intern	$130.00	-	$0.00	40	$5,200.00	20	$2,600.00	20	$2,600.00	40	$5,200.00	16	$2,080.00	12	$1,560.00	12	$1,560.00	16	$2,080.00	12	$1,560.00	188	$24,440.00
Designer I	$135.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00		$0.00	-	$0.00
Senior Technician	$125.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00		$0.00	-	$0.00
Analyst I	$110.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00		$0.00	-	$0.00
Technician	$105.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00		$0.00	-	$0.00
Draftsperson	$110.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00		$0.00	-	$0.00
Administrative Assistant	$90.00	12	$1,080.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00		$0.00	12	$1,080.00
Clerical	$80.00		$0.00	12	$960.00	6	$480.00	6	$480.00	24	$1,920.00	8	$640.00	2	$160.00	2	$160.00	2	$160.00		$0.00	62	$4,960.00
Total Labor Hours & Cost		**64**	**$15,880.00**	**220**	**$49,160.00**	**110**	**$24,580.00**	**90**	**$19,355.00**	**232**	**$50,120.00**	**97**	**$21,370.00**	**57**	**$12,530.00**	**57**	**$12,530.00**	**91**	**$20,890.00**	**102**	**$26,760.00**	**1,120**	**$253,175.00**
Reimbursable Items (10% markup)	**Costs**	**Units**	**Amt**	**Units**	**Amt**	**Units**	**Amt**	**Units**	**Amt**	**Units**	**Amt**	**Units**	**Amt**	**Units**	**Amt**	**Units**	**Amt**	**Units**	**Amt**	**Units**	**Amt**		
Geosyntec Subcontractor			$0.00		$16,400.00		$6,000.00		$6,000.00		$6,000.00		$6,800.00		$0.00		$0.00		$0.00		$6,960.00		$48,160.00
AllenES Subcontractor			$8,000.00		$8,820.00		$6,540.00		$4,980.00		$3,480.00		$5,880.00		$4,360.00		$3,320.00		$2,320.00		$3,300.00		$51,000.00
Travel			$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$3,000.00		$3,000.00
			$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
			$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
			$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	Subtotal		**$8,000.00**		**$25,220.00**		**$12,540.00**		**$10,980.00**		**$9,480.00**		**$12,680.00**		**$4,360.00**		**$3,320.00**		**$2,320.00**		**$13,260.00**		**$102,160.00**
10% Markup	10%		$800.00		$2,522.00		$1,254.00		$1,098.00		$948.00		$1,268.00		$436.00		$332.00		$232.00		$1,326.00		$10,216.00
Total Reimbursable Costs			**$8,800.00**		**$27,742.00**		**$13,794.00**		**$12,078.00**		**$10,428.00**		**$13,948.00**		**$4,796.00**		**$3,652.00**		**$2,552.00**		**$14,586.00**		**$112,376.00**
Total			**$24,680.00**		**$76,902.00**		**$38,374.00**		**$31,433.00**		**$60,548.00**		**$35,318.00**		**$17,326.00**		**$16,182.00**		**$23,442.00**		**$41,346.00**	**1120**	**$365,551.00**

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AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Integrity Environmental Solutions, LLC**, located at 1127 Curtis Street, Suite 100, Monroe, NC 28112, possessing FEIN# 99-3631239 (hereinafter referred to as "FIRM") under seal for the Solid Waste Engineering Services, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #25Q-090 - Solid Waste Engineering Services, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

Section 4 - Term. This Agreement shall be in effect through August 31, 2030 ("Term"). TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of the Project 25Q-090 Solid Waste Engineering Services, FIRM shall provide complete Professional Services as stated in the Scope of Work, Exhibit A, hereto, "the Work." Individual projects shall be assigned to FIRM, as required by COUNTY (Task Orders), shall be of varied size and complexity and may include but not limited to those services outlined in the RFQ. Task Orders which exceed $50,000 shall be subject to final review and approval by the Board of County Commissioners (BCC). Task Orders will be in line with CCNA thresholds that are in effect at the time they are assigned. Smaller projects may be assigned a purchase order (PO) only, however a fee schedule and scope of work is required with each task assigned under this contract.

Section 6 – Compensation. COUNTY shall make payment, (the "Agreement Price"), to FIRM under established procedure, and per the rate classification and hourly fee schedule identified below, upon completion of the Work.

Principal	$295	Senior Engineer/Scientist Intern	$150
Project Director	$250	Engineer Scientist Intern	$130
Senior Project Manager	$225	Designer I	$135
GIS Manager	$190	Senior Technician	$125
Project Manager I	$200	Analyst I	$110
Senior Designer	$165	Technician	$105
Senior Project Professional I	$170	Draftsperson	$110
GIS Analyst	$150	Administrative Assistant	$90
		Clerical	$80

Compensation under this Agreement may be adjusted annually, on the anniversary of the Contract's effective date, by an amount not to exceed three percent (3%). Any such adjustment shall be rounded to the nearest whole dollar and, if approved, will take effect within thirty (30) days following the date of evaluation.

Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses, if provided in the Contract Documents, due hereunder. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith.

Section 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

B. FIRM shall comply with public records laws, specifically:
   - Keep and maintain public records required by COUNTY to perform the Work;
   - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
   - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, arising out of the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than $1,000,000 per occurrence and $2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of $5,000,000. Projects $5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

a. It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
b. COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
c. If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
d. FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
e. FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
f. If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
g. If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
h. FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i. Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
j. FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as

reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.
   1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.
   3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
      c. Been engaged in business operations in Cuba or Syria; or
      d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
    a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
    c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
    1. Was entered into or renewed on or after July 1, 2018, and
    2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not

reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 32 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 33 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 34 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Integrity Environmental Solutions, LLC
1127 Curtis Street, Suite 100, Monroe, NC 28112
CONTACT PERSON: Jim Christiansen | Phone: 720-951-2695 321-704-4162

COUNTY: Marion County Solid Waste
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

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: jchristi@integrityevsol.com and snunes@integrityenvsol.com. Designation signifies FIRM's election to accept notices solely by e-mail.

Section 35 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 36 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work**

[This Portion of Page 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:

8/19/2025
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

8/27/25
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

Margaret Churchill
SIGNATURE
Margaret Churchill
PRINTED NAME

WITNESS:

SIGNATURE
Kevin Nakamura
PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

Kathy Bryant 8/19/2025
KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: August 19, 2025
25Q-090 | Solid Waste Engineering Services

INTEGRITY ENVIRONMENTAL SOLUTIONS, LLC

8/19/2025
BY: DATE
James Christiansen
PRINTED:
Manager
ITS: (TITLE)

EXHIBIT A
SCOPE OF WORK

Solid Waste Engineering Services

This contract is to provide professional solid waste engineering services. The County requires comprehensive services across five key areas: engineering, construction management, environmental testing, and specialized technical support, to address diverse project needs on an as-needed basis.

The County requires services in the following five groups:

- Group I – Engineering Services
- Group II – Construction Management & Quality Assurance Services
- Group III – Environmental & Testing Services
- Group IV – Special Services
- Group V – Environmental Construction, Maintenance and Repairs

Group I – Engineering Services

- Studies, reports and audits for compliance with federal, state, and local regulations.
- Studies, reports and audits for improvements to the facility.
- Economic evaluations
- Assistance in obtaining locally required permits, land use, etc.
- Planning and project evaluation services for proposed projects.
- Perform preliminary engineering, surveying and feasibility analysis.
- Design and permit additions, modifications or new permits and infrastructure.
- Preparation of designs, construction drawings, contract documents and specifications for projects.
- Assistance with bids and construction administrative services.
- Stormwater and erosion control planning, design, permitting and compliance.
- Air permitting and landfill gas system design.
- Leachate permitting and leachate system design.
- Environmental monitoring network design.
- Facilities and infrastructure design and engineering.
- GPS model creation for surveying and GPS guided equipment.
- Assistance with organization and documentation of the operating records.
- Calculate and prepare financial assurance and remaining capacity reports.
- Other engineering activities.

Group II – Construction Management & Quality Assurance Services

- Resource exploration (materials for projects)
- Construction management.
- Construction quality assurance.
- Materials testing and reporting.
- Coordination of Florida Department of Environmental Protection (FDEP) or other regulators or agency inspections and preparation of responses to associated findings, comments or other responses.
- Coordination of quality assurance documents, preparation and submittal to regulatory agency or others.
- Other construction management activities.

Group III – Environmental & Testing Services

- Environmental testing and reporting to FDEP or other regulatory agencies.
- Assistance with various regulatory agencies
- Environmental site assessments
- Sub-surface investigation and geotechnical work.
- Storage tank permitting and reporting
- Asbestos abatement assessments
- Indoor air quality assessments
- Lead paint assessments
- Environmental planning and strategy development.
- Facility compliance audits
- Various permitting, testing/sampling and reporting related to wetlands, air, groundwater, stormwater, leachate, landfill gas and waste water.
- Developing and implementing assessment monitoring plans
- Developing and implementing corrective measures assessments
- Potentiometric surface map preparations
- Statistical data evaluation and trend analysis reports
- Required methane monitoring, surface scans and cover evaluations
- Routine landfill gas flare inspections, operation and maintenance.
- Landfill gas system operation, maintenance, trouble-shooting, and other applicable services.
- Other compliance sampling and testing as needed.
- Other environmental activities

Group IV – Special Services

- Land surveying services
- Waste stream assessments
- Rate evaluations
- Sample collection and/or laboratory services

- Drilling and well installation services
- Preparation of the formal reports
- Solid waste collection planning services
- GIS data services – plotting locations, areas, heat maps, and data analysis.
- Grant writing services
- Landfill operations training and assistance

Group V – Environmental Construction, Maintenance and Repairs

- Gas system construction, modifications and repairs
- Leachate system construction, modifications and repairs
- Maintenance and repairs to landfill infrastructure (examples, flares, blowers, pumps, sumps, controls, etc)
- Liner installation and repairs
- Preventative maintenance services for landfill infrastructure
- Well installations (LFG and water)
- Scada system and controls for equipment
- General landfill maintenance, slope integrity, leachate outbreaks, mowing, etc.
- Other construction, maintenance and repairs.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23313 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.5.1.

SUBJECT:
Request Approval of a Purchase Agreement Associated with the SW 80th Avenue Segment 1B Improvement Project for a Portion of Parcel 35467-000-01 (Budget Impact- Neutral; expenditure of $1,800)

INITIATOR:
Steven Cohoon, PE, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to approve a Purchase Agreement in the amount of $1,800 plus closing costs for a portion of parcel 35467-000-01 associated with the SW 80th Avenue Segment 1B Road Improvement Project (from SW 90th Street to 1/2 mi North of SW 38th Street). This is a Temporary Construction Easement taking of approximately 0.15 acres.

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

BUDGET/IMPACT:
Neutral; expenditure of $1,800 plus closing costs (Fund STC073815- CIPTRANSP- EXPANSROW-738- VJ738541-561301)

RECOMMENDED ACTION:
Motion to approve the Purchase Agreement and authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Roman (Last) Del (First) (Dept) Office of the County Engineer - 4121

(Title) Property Agent (Phone) 352-671-8686

Signature [signature] Date Tuesday, June 9, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ New Document ☐ Review & Comment ☐ RESUBMIT LRM No. _____
☑ Approve as to Form ☐ Other

Description of Request

Please review Purchase Agreement for Project Parcel 9 - TCE 28 (Parcel ID#35467-000-01).

For more information or discussion, contact: ☐ Same as above

(Name) Woods (Last) Elizabeth (First) (Title) Property Manager (Phone) 352-671-8686

Agenda Item? ☑ Yes ☐ No Agenda Date: 7/7/2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-466

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-WN at Jun 09, 2026

Attorney Signature: [signature] Date 6/9/26

Staff Signature: [signature] Completed Date: 6/9/26 Returned: ☐ Department ☐ Admin ☐ _____

Rev 11/22/2023

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

May 15, 2026

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: SW 80th Avenue Segment 1B
Project Parcel #: 9 AKA TCE 28
Parcel ID: 35467-000-01

PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **RUHI INVESTMENTS LLC, a Florida limited liability company,** having a mailing address of 5076 SE 6TH AVE OCALA FL 34480-4788, 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 #: **35467-000-01** and further shown on Right-of-Way Maps and/or Sketch of Description for the SW 80th Avenue Segment 1B (SW 80th Street to .5 Miles North of SW 38th Street) road project incorporated herein by reference and attached as Exhibit "A".

( ) Fee Simple
(X) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(b) Personal property, Fixtures and Appliances identified as follows:

1) **Personal property**: Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are:
N/A
The following Personal Property items are excluded from the purchase:
N/A

2) **Fixtures and Built-In Appliances**: With the exception of the exclusion items listed below, the SELLER and BUYER agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.
The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:
N/A

II. PURCHASE PRICE

(a) Itemized purchase price:

Temporary Construction Easement (TCE)	$ 1,800.00
TCE Improvements	$ 0.00
Sub-Total	**$ 1,800.00**

(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).
$ **1,800.00.**

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: Temporary Construction Easement duration shall be two (2) years from Notice to Proceed with construction.

IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

(a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.
There ( ) is (x) is not an addendum to this agreement.

VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

[This portion of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, THE PARTIES has caused these presents to be executed in their respective name(s).

WITNESSES:

(Signature)

Steven Cahoon
(Print or type Name)

(Signature)

Elizabeth Woods
(Print or type name)

SELLER: RUHI INVESTMENTS LLC, a Florida limited liability company

(Signature)

JIGAR PATEL
(Print or type name)

6/8/26
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

BUYER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: CARL ZALAK III, CHAIRMAN

(Date)

SKETCH OF DESCRIPTION FOR:
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
SECTION 07, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA

FID 9

DESCRIPTION:

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8217, PAGE 1953 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 07, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8217, PAGE 1953; THENCE ALONG THE WEST BOUNDARY OF SAID LANDS, N.00°23'06"E., 640.97 FEET TO THE NORTH BOUNDARY OF SAID LANDS; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID NORTH BOUNDARY, S.89°52'07"E., 10.00 FEET; THENCE S.00°23'06"W., 641.13 FEET TO THE SOUTH BOUNDARY OF SAID LANDS; THENCE ALONG SAID SOUTH BOUNDARY, N.89°00'03"W., 10.00 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.15 ACRES, MORE OR LESS.

NOTES:

1. *DATE OF SKETCH: JANUARY 21, 2026.*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.*
5. *BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.*
6. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
7. *THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.*

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

LEGEND:

—/\/\—	*LINE BREAK*
R/W	*RIGHT-OF-WAY*
CONC.	*CONCRETE*
LS	*LAND SURVEYOR*
LB	*LICENSED BUSINESS*
NO.	*NUMBER*
℄	*CENTERLINE*
P.C.	*POINT OF CURVATURE*
P.I.	*POINT OF INTERSECTION*
L	*ARC LENGTH*
R	*RADIUS*
Δ	*DELTA (CENTRAL ANGLE)*
CB	*CHORD BEARING*
CH	*CHORD DISTANCE*
○	*CHANGE IN DIRECTION*

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
OF JCH CONSULTING GROUP, INC.

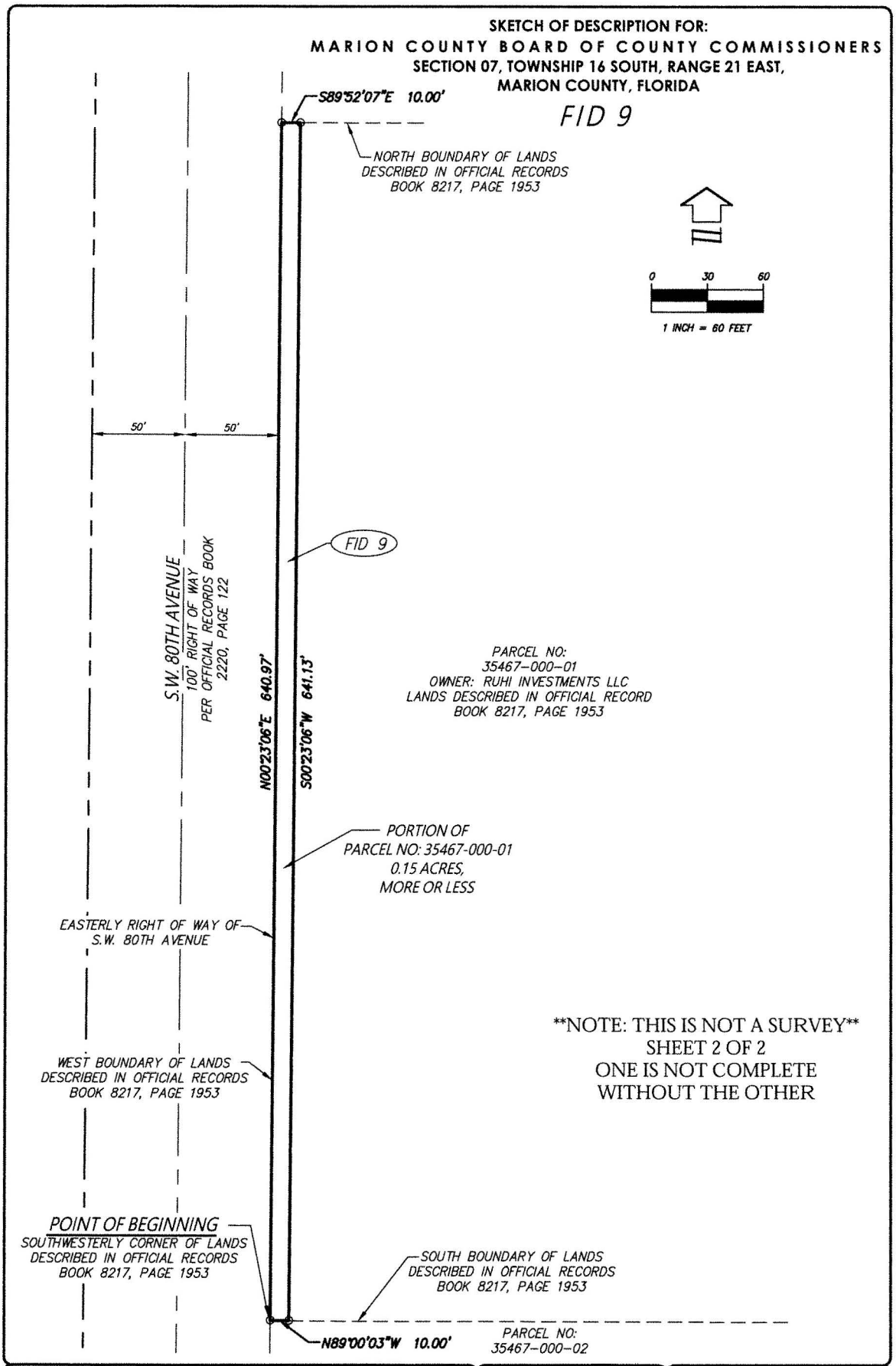
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Drawing name: Z:\Projects\231215 SW 80th Avenue (SW 90TH St to SW 24th St)\DWG\Sketch\Easements\Temporary Construction Easement\TCER\TCE#28\231215SKR (TCE#28 - Parcel No 35467-000-01).dwg SHEET 1 Jan 27, 2026 11:19am by: mario

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT, SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 www.JCHcg.com

DRAWN:	M.A.	J.O.#231215
REVISED:		DWG.#231215SKR (TCE#28)
CHECKED:	C.J.H.	FID 9
APPROVED:	C.J.H.	35467-000-01
SCALE: ---		COPYRIGHT © JANUARY, 2026

SKETCH OF DESCRIPTION FOR:
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
SECTION 07, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA



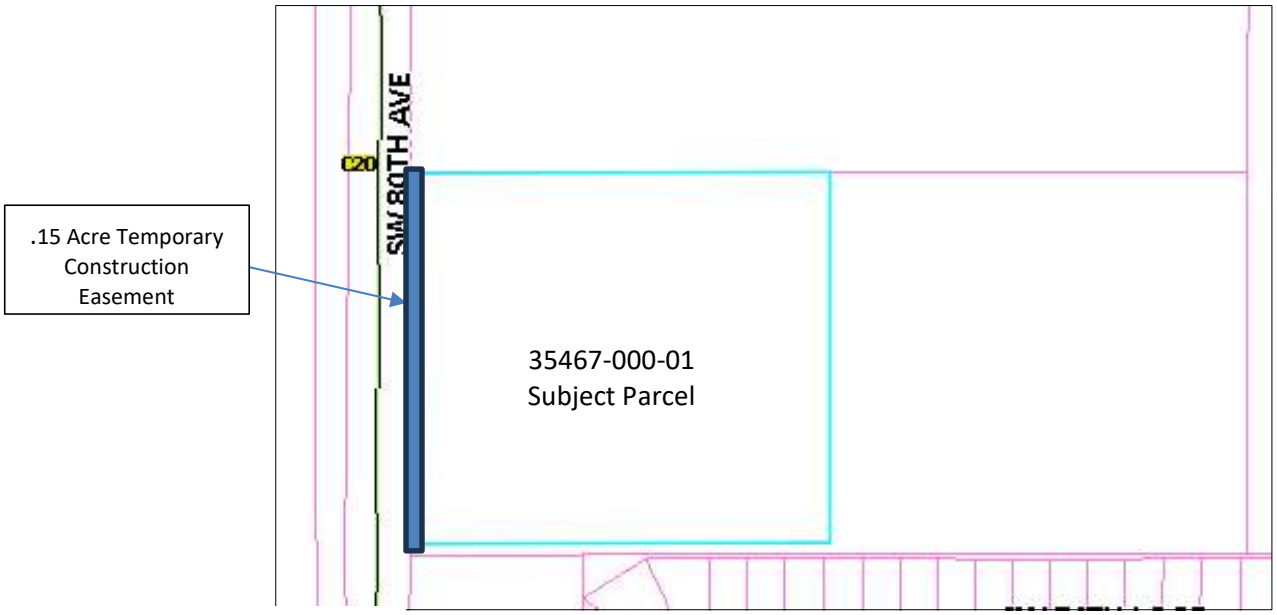
NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

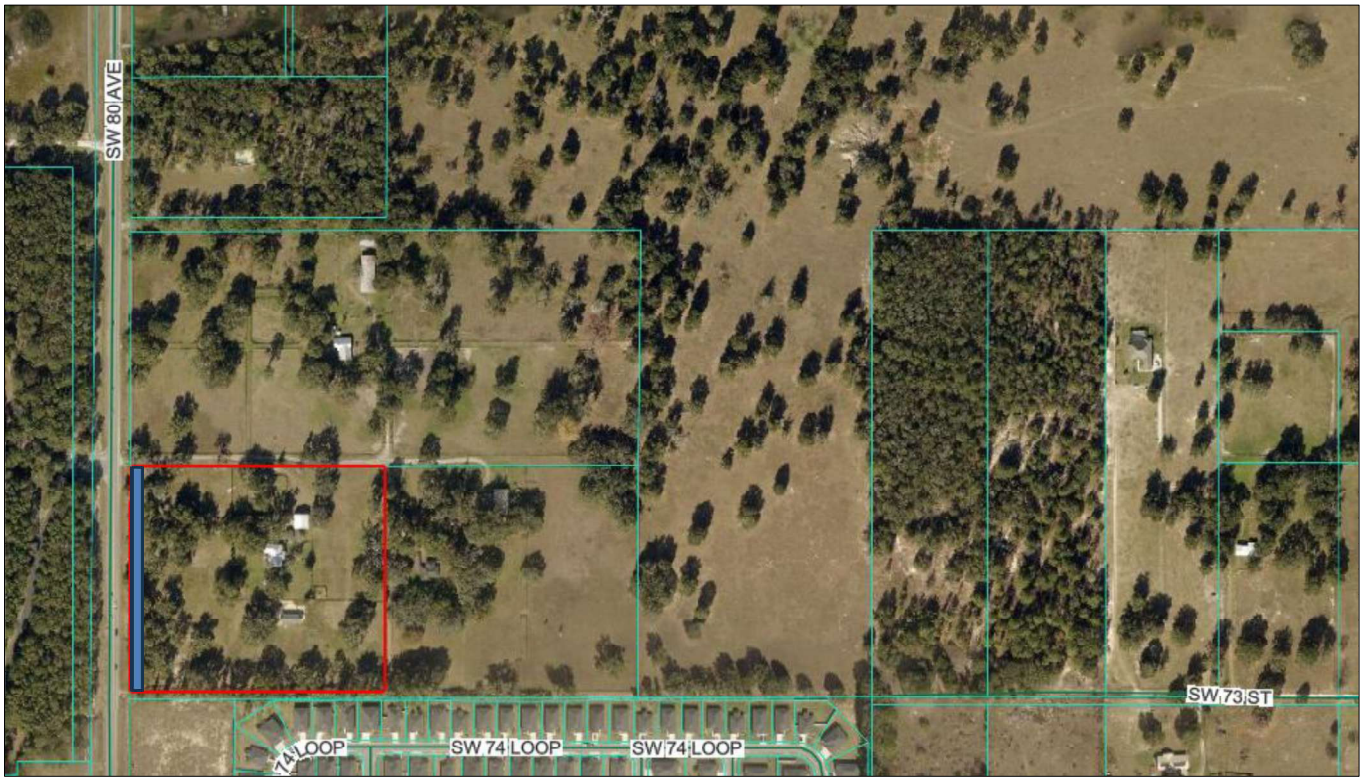
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PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 www.JCHcg.com

DRAWN:	M.A.	J.O.#231215
REVISED:		DWG.#231215SKR (TCE#28)
CHECKED:	C.J.H.	FID 9
APPROVED:	C.J.H.	35467-000-01
SCALE: 1" = 60'		COPYRIGHT © JANUARY, 2026

Location Map

PID# 35467-000-01
11.02 Acres +/- Subject Parcel
.15 Acres +/- Temporary Construction Easement





Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23314 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.5.2.

SUBJECT:
Request Approval of a Purchase Agreement Associated with the SW 80th Avenue Segment 1B Improvement Project for a Portion of Parcel 35467-000-00 (Budget Impact- Neutral; expenditure of $1,700)

INITIATOR:
Steven Cohoon, PE, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to approve a Purchase Agreement in the amount of $1,700 plus closing costs for a portion of parcel 35467-000-00 associated with the SW 80th Avenue Segment 1B Road Improvement Project (from SW 90th Street to 1/2 mi North of SW 38th Street). This is a Temporary Construction Easement taking of approximately 0.15 acres.

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

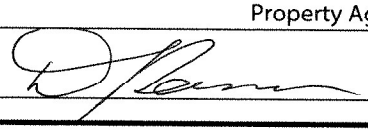
BUDGET/IMPACT:
Neutral; expenditure of $1,700 plus closing costs (Fund STC073815- CIPTRANSP- EXPANSROW-738- VJ738541-561301)

RECOMMENDED ACTION:
Motion to approve the Purchase Agreement and authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Roman (Last) Del (First) (Dept) Office of the County Engineer - 4121

(Title) Property Agent (Phone) 352-671-8686

Signature  Date Tuesday, June 9, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☐ Review & Comment
- ☐ RESUBMIT LRM No. _____
- ☑ Approve as to Form
- ☐ Other

Description of Request

Please review Purchase Agreement for Project Parcel 10 - TCE 29 (Parcel ID#35467-000-00).

For more information or discussion, contact: ☐ Same as above

(Name) Woods (Last) Elizabeth (First) (Title) Property Manager (Phone) 352-671-8686

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 7, 2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-467

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-WN at Jun 09, 2026

Attorney Signature: _____ Date _____

Staff Signature: _____ (Completed) Date: _____ Returned: ☐ Department ☐ Admin ☐ _____

Rev 11/22/20[illegible]

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

May 15, 2026

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: SW 80th Avenue Segment 1B
Project Parcel #: 10 AKA TCE 29
Parcel ID: 35467-000-00

PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **RUHI INVESTMENTS LLC, a Florida limited liability company,** having a mailing address of 5076 SE 6TH AVE OCALA FL 34480-4788, 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 #: **35467-000-00** and further shown on Right-of-Way Maps and/or Sketch of Description for the SW 80th Avenue Segment 1B (SW 80th Street to .5 Miles North of SW 38th Street) road project incorporated herein by reference and attached as Exhibit "A".

( ) Fee Simple
(x) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(b) Personal property, Fixtures and Appliances identified as follows:

1) **Personal property**: Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are:
N/A
The following Personal Property items are excluded from the purchase:
N/A

2) **Fixtures and Built-In Appliances**: With the exception of the exclusion items listed below, the SELLER and BUYER agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.
The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:
N/A

II. PURCHASE PRICE

(a) Itemized purchase price:

Temporary Construction Easement (TCE)	$ 1,700.00
TCE Improvements	$ 0.00
Sub-Total	$ 1,700.00

(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). $ **1,700.00.**

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: Temporary Construction Easement duration shall be two (2) years from Notice to Proceed with construction.

IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

(a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.
There ( ) is (x) is not an addendum to this agreement.

VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

[This portion of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, THE PARTIES has caused these presents to be executed in their respective name(s).

WITNESSES:

(Signature)

Steven Cohoon
(Print or type Name)

(Signature)

Elizabeth Woods
(Print or type name)

SELLER: RUHI INVESTMENTS LLC, a Florida limited liability company,

(Signature)

JIGAR PATEL
(Print or type name)

6/8/16
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

For COUNTY ATTORNEY

BUYER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: CARL ZALAK III, CHAIRMAN

(Date)

EXHIBIT "A"

SKETCH OF DESCRIPTION FOR:
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
SECTION 07, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA

FID 10

DESCRIPTION:

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8241, PAGE 242 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 07, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8241, PAGE 242; THENCE ALONG THE WEST BOUNDARY OF SAID LANDS, N.00°23'06"E., 660.95 FEET TO THE NORTH BOUNDARY OF SAID LANDS; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID NORTH BOUNDARY, S.89°53'25"E., 10.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°23'06"W., 660.96 FEET TO THE SOUTH BOUNDARY OF SAID LANDS; THENCE ALONG SAID SOUTH BOUNDARY, N.89°52'07"W., 10.00 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.15 ACRES, MORE OR LESS.

NOTES:

1. *DATE OF SKETCH: JANUARY 21, 2026.*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.*
5. *BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.*
6. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
7. *THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.*

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

LEGEND:

—/\/\—	LINE BREAK
R/W	RIGHT-OF-WAY
CONC.	CONCRETE
LS	LAND SURVEYOR
LB	LICENSED BUSINESS
NO.	NUMBER
℄	CENTERLINE
P.C.	POINT OF CURVATURE
P.I.	POINT OF INTERSECTION
L	ARC LENGTH
R	RADIUS
Δ	DELTA (CENTRAL ANGLE)
CB	CHORD BEARING
CH	CHORD DISTANCE
○	CHANGE IN DIRECTION

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

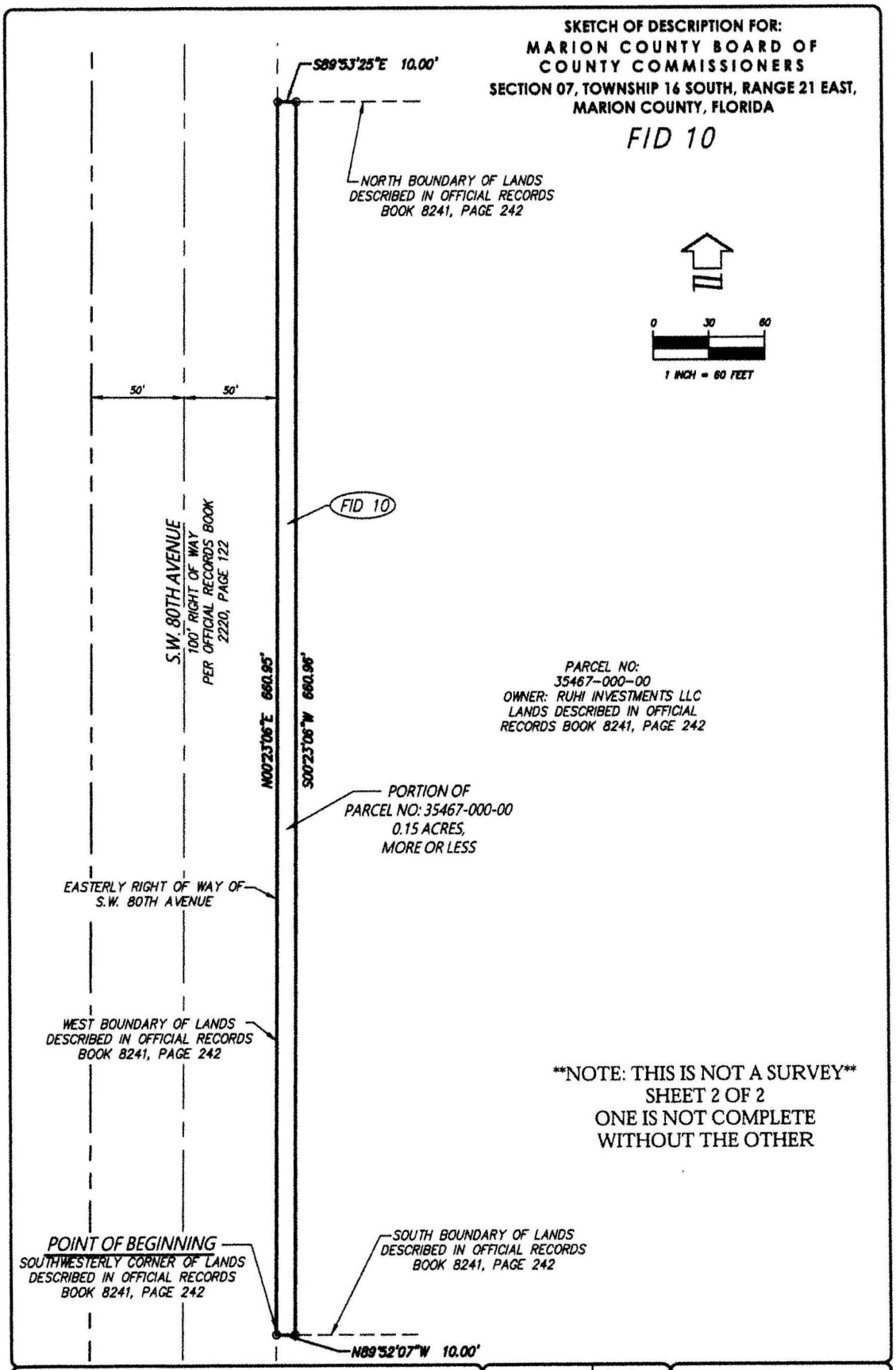
CHRISTOPHER J. HOWSON, P.S.M., C.F.M.– LS 6553
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Drawing name: Z:\Projects\231215 SW 66th Avenue (SW 95TH St to SW 24th St)\DWG\Sketch\Easements\Temporary Construction Easement\TCE\TCE#29\231215SKR (TCE#29 - Parcel No. 35467-000-00).dwg SHEET 1 Jan 27, 2026 11:21am by: mario

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
1216 SW 13TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1180 www.JCHcg.com

DRAWN:	M.A.	J.O.#231215
REVISED:		DWG.#231215SKR (TCE#29)
CHECKED:	C.J.H.	FID 10
APPROVED:	C.J.H.	35467-000-00
SCALE: ---		COPYRIGHT © JANUARY, 2026

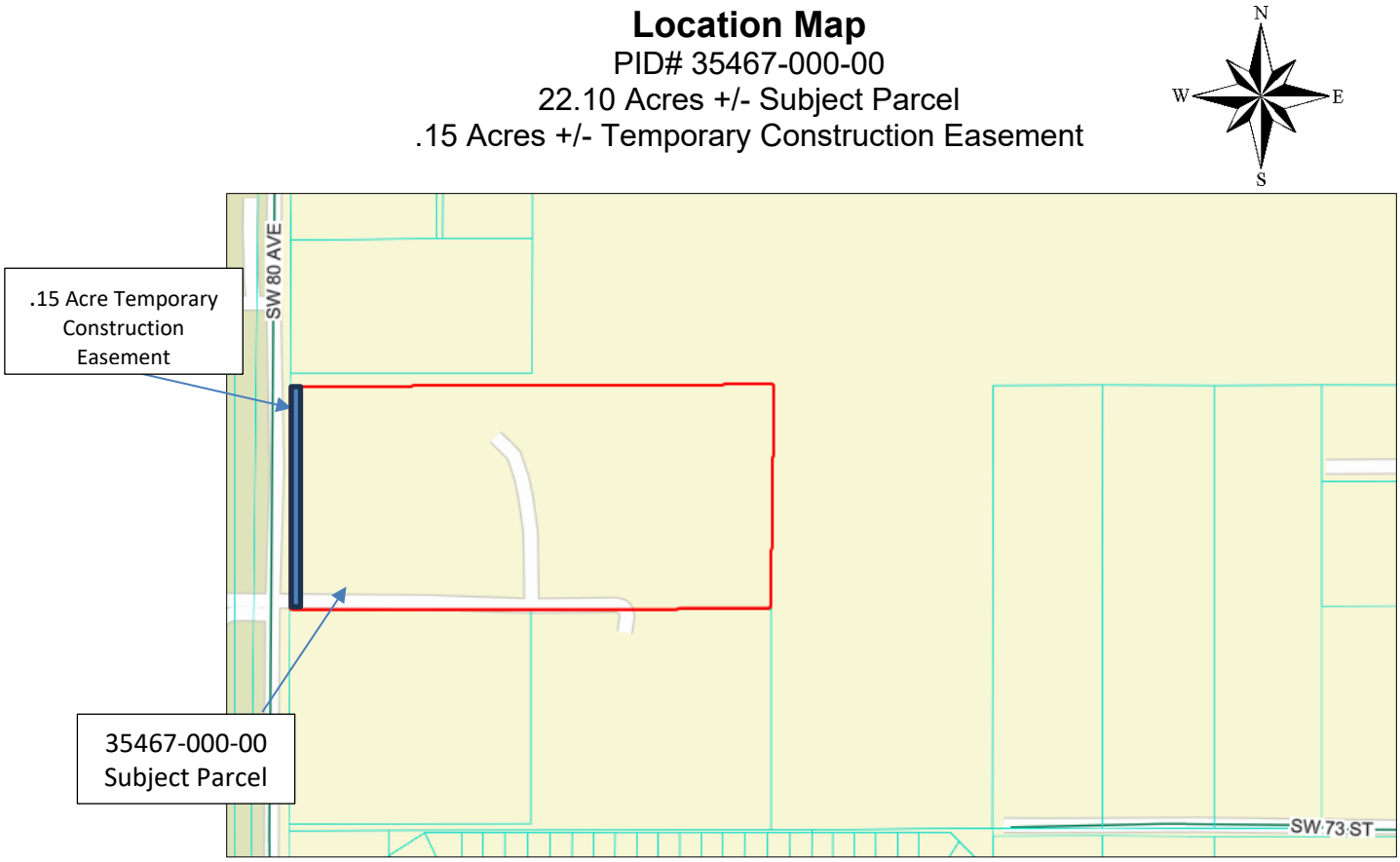


JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB #871 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6533
436 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 401-1462 www.JCHcp.com

DRAWN:	M.A.	J.O.#231215
REVISED:		DWG.#231215SKR (TCE#29)
CHECKED:	C.J.H.	FID 10
APPROVED:	C.J.H.	35467-000-00
SCALE: 1" = 60'		COPYRIGHT © JANUARY, 2026

Location Map

PID# 35467-000-00
22.10 Acres +/- Subject Parcel
.15 Acres +/- Temporary Construction Easement





Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23329 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.5.3.

SUBJECT:
Request Approval of a Purchase Agreement Associated with the SW 80th Avenue Segment 1B Improvement Project for a Portion of Parcel 21361-000-00 (Budget Impact- Neutral; Expenditure of $20,000)

INITIATOR:
Steven Cohoon, PE, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to approve a Purchase Agreement in the amount of $20,000 plus closing costs for a portion of parcel 21361-000-00 associated with the SW 80th Avenue Segment 1B Road Improvement Project (from SW 90th Street to 1/2 mi North of SW 38th Street). This is a Temporary Construction Easement taking approximately 0.048 acres.

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

BUDGET/IMPACT:
Neutral; expenditure of $20,000 plus closing costs (Fund STC073815- CIPTRANSP- EXPANSROW-738- VJ38541-561301)

RECOMMENDED ACTION:
Motion to approve the Purchase Agreement and authorize the Chairman and Clerk to execute the same.

FILLABLE FORM

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Marino (Last) Melanie (First) (Dept) Office of the County Engineer - 4121

(Title) Property Agent (Phone) (352) 671-8692

Signature s/Melanie Marino Date 06/11/2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Please review and approve the attached purchase agreement for FID 36 associated with the SW 80th Ave Phase 1B road project.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 07,2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-475

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Marion County Attorney-WN at Jun 11, 2026

Attorney Signature: _____ Date 6/11/26

Staff Signature: _____ Date: 6/11/2026 Returned: ☑ Department ☐ Admin ☐ _____
Completed

Rev2 03/19/2025

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

May 14, 2026

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: SW 80th Avenue Segment 1B
Project Parcel #: 36 AKA TCE 52
Parcel ID: 21361-000-00

PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **HAYDEE HELEN CHONG and ERWIN CHONG**, having a mailing address of 4760 SW 80TH AVE OCALA FL 34481, 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 #: **21361-000-00** and further shown on Right-of-Way Maps and/or Sketch of Description for the SW 80th Avenue Segment 1B (SW 80th Street to .5 Miles North of SW 38th Street) road project incorporated herein by reference and attached as Exhibit "A".

( ) Fee Simple
(x) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(b) Personal property, Fixtures and Appliances identified as follows:

1) **Personal property**: Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are:
N/A
The following Personal Property items are excluded from the purchase:
N/A

2) **Fixtures and Built-In Appliances**: With the exception of the exclusion items listed below, the SELLER and BUYER agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.
The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:
N/A

II. PURCHASE PRICE

(a) Itemized purchase price:

Temporary Construction Easement (TCE)	$785.00
TCE Improvements	$9,260.00
Damages (Severance/Cost-to-Cure)	$9,955.00
Sub-Total	**$20,000.00**

(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).
$ **20,000.00.**

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: Temporary Construction Easement Duration to be two (2) years from Notice to Proceed with construction.

IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

(a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.
There ( ) is (x) is not an addendum to this agreement.

VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

[This portion of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, THE PARTIES has caused these presents to be executed in their respective name(s).

WITNESSES:

Melanie Marino
(Signature)

Melanie Marino
(Print or type Name)

Carlos Felder
(Signature)

Carlos Felder
(Print or type name)

SELLER:

Haydee Chong
(Signature)

Haydee Helen Chong Haydee Chong
(Print or type name)

06-10-24
(Date)

WITNESSES:

(Signature)

Melanie Marino
(Print or type Name)

Carlos Felder
(Signature)

Carlos Felder
(Print or type name)

SELLER:

(Signature)

Erwin Chong Erwin Chong
(Print or type name)

06-10-24
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

BUYER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: CARL ZALAK III, CHAIRMAN

(Date)

EXHBIT "A"

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SKETCH OF DESCRIPTION FOR:
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
SECTION 36, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA

FID 36

DESCRIPTION:

THE EASTERLY 10.00 FEET OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6621, PAGE 1589 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA.

NOTES:

1. *DATE OF SKETCH: JANUARY 21, 2026.*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.*
4. *BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.*
5. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
6. *THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.*

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

LEGEND:

—⁄⁄—	*LINE BREAK*
R/W	*RIGHT-OF-WAY*
CONC.	*CONCRETE*
LS	*LAND SURVEYOR*
LB	*LICENSED BUSINESS*
NO.	*NUMBER*
℄	*CENTERLINE*
P.C.	*POINT OF CURVATURE*
P.I.	*POINT OF INTERSECTION*
L	*ARC LENGTH*
R	*RADIUS*
Δ	*DELTA (CENTRAL ANGLE)*
CB	*CHORD BEARING*
CH	*CHORD DISTANCE*
○	*CHANGE IN DIRECTION*

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

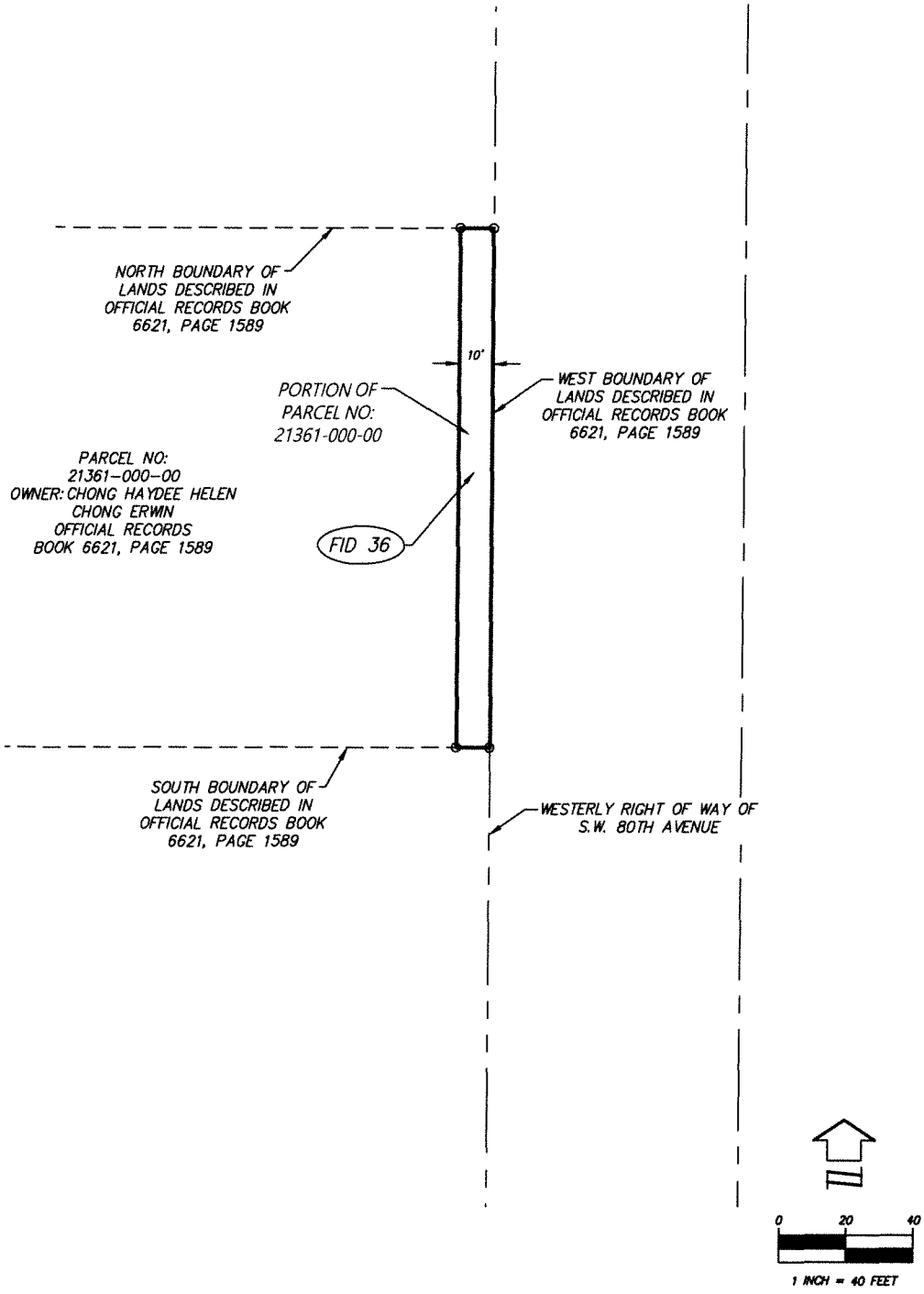
Drawing name: Z:\Projects\231215 SW 80th Avenue (SW 80th St to SW 24th St)\DWG\Sketch\Easements\Temporary Construction Easement\FDOT\TCE#52\231215SKR (TCE#52 - Parcel No 21361-000-00).dwg SHEET 1 Feb 04, 2026 8:36pm by: shanson

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT + SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1402 www.JCHcg.com

DRAWN:	M.A.	J.O.#231215
REVISED:		DWG.#231215SKR (TCE#52)
CHECKED:	C.J.H.	FID 36
APPROVED:	C.J.H.	21361-000-00
SCALE: ---		COPYRIGHT © JANUARY, 2026

SKETCH OF DESCRIPTION FOR:
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
SECTION 36, TOWNSHIP 15 SOUTH, RANGE 20 EAST,
MARION COUNTY, FLORIDA

FID 36



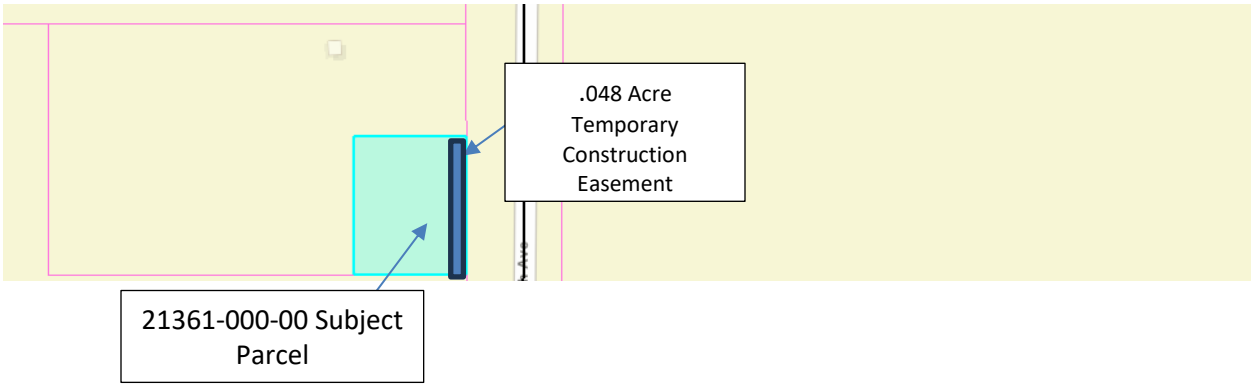
NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT + SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
436 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 www.JCHrg.com

DRAWN:	M.A.	J.O.#231215
REVISED:		DWG.#231215SKR (TCE#52)
CHECKED:	C.J.H.	FID 36
APPROVED:	C.J.H.	21361-000-00
SCALE: 1" = 40'		COPYRIGHT © JANUARY, 2026

Location Map

PID# 21361-000-00
1.00 Acres +/- Subject Parcel
.048 Acres +/- Temporary Construction Easement
Sec 36 Twp 15 Rge 20





Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23330 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.5.4.

SUBJECT:
Request Approval of a Purchase Agreement Associated with the SW 80th Avenue Segment 1B Improvement Project for a Portion of Parcel 21361-000-03 (Budget Impact- Neutral; expenditure of $20,000)

INITIATOR:
Steven Cohoon, PE, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to approve a Purchase Agreement in the amount of $20,000 plus closing costs for a portion of parcel 21361-000-03 associated with the SW 80th Avenue Segment 1B Road Improvement Project (from SW 90th Street to 1/2 mi North of SW 38th Street). This is a Temporary Construction Easement taking of approximately 0.036 acres.

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

BUDGET/IMPACT:
Neutral; expenditure of $20,000 plus closing costs (Fund STC073815- CIPTRANSP-EXPANSROW-738- VJ38541- 561301)

RECOMMENDED ACTION:
Motion to approve the Purchase Agreement and authorize the Chairman and Clerk to execute the same.

FILLABLE FORM

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Marino (Last) Melanie (First) (Dept) Office of the County Engineer - 4121

(Title) Property Agent (Phone) (352) 671-8692

Signature s/Melanie Marino Date 06/11/2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Please review and approve the attached purchase agreement for FID 37 associated with the SW 80th Ave Phase 1B road project.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 07,2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-476

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:
☑ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED
By Marion County Attorney-WN at Jun 11, 2026

Attorney Signature: _____ Date 6/11/26

Staff Signature: _____ (Completed) Date: 6/11/2026 Returned: ☑ Department ☐ Admin ☐ _____

Rev2 03/19/2025

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

May 14, 2026

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: SW 80th Avenue Segment 1B
Project Parcel #: 37 AKA TCE 53
Parcel ID: 21361-000-03

PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **ERWIN CHONG and HAYDEE HELEN CHONG**, having a mailing address of 4760 SW 80TH AVE OCALA FL 34481, 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 #: **21361-000-03** and further shown on Right-of-Way Maps and/or Sketch of Description for the SW 80th Avenue Segment 1B (SW 80th Street to .5 Miles North of SW 38th Street) road project incorporated herein by reference and attached as Exhibit "A".

( ) Fee Simple
(x) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(b) Personal property, Fixtures and Appliances identified as follows:

1) **Personal property**: Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are:
N/A
The following Personal Property items are excluded from the purchase:
N/A

2) **Fixtures and Built-In Appliances**: With the exception of the exclusion items listed below, the SELLER and BUYER agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.
The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:
N/A

II. PURCHASE PRICE

(a) Itemized purchase price:

Temporary Construction Easement (TCE)	$450.00
TCE Improvements	$8,200.00
Damages (Severance/Cost-to-Cure)	$11,350.00
Sub-Total	**$20,000.00**

(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).
$ **20,000.00.**

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: Temporary Construction Easement Duration to be two (2) years from Notice to Proceed with construction.

IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

(a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.
There ( ) is (x) is not an addendum to this agreement.

VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

[This portion of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, THE PARTIES has caused these presents to be executed in their respective name(s).

WITNESSES:

(Signature)

Melanie Marino
(Print or type Name)

Carlos Felder
(Signature)

Carlos Felder
WITNESSES:

Carlos Felder
(Signature)

Carlos Felder
(Print or type Name)

(Signature)

Melanie Marino
(Print or type name)

SELLER:

Haydee Chong
(Signature)

Haydee Helen Chong Haydee Chong
(Print or type name)

06-10-24
(Date)

SELLER:

(Signature)

Erwin Chong Erwin Chong
(Print or type name)

06-10-24
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

BUYER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: CARL ZALAK III, CHAIRMAN

(Date)

EXHIBIT “A”

[This portion of page intentionally left blank.]

SKETCH OF DESCRIPTION FOR:
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
SECTION 36, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA

FID 37

DESCRIPTION:

THE EASTERLY 10.00 FEET OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6318, PAGE 383 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA.

NOTES:

1. *DATE OF SKETCH: JANUARY 21, 2026.*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.*
4. *BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.*
5. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
6. *THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.*

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

LEGEND:

—/\/\—	*LINE BREAK*
R/W	*RIGHT-OF-WAY*
CONC.	*CONCRETE*
LS	*LAND SURVEYOR*
LB	*LICENSED BUSINESS*
NO.	*NUMBER*
℄	*CENTERLINE*
P.C.	*POINT OF CURVATURE*
P.I.	*POINT OF INTERSECTION*
L	*ARC LENGTH*
R	*RADIUS*
Δ	*DELTA (CENTRAL ANGLE)*
CB	*CHORD BEARING*
CH	*CHORD DISTANCE*
o	*CHANGE IN DIRECTION*

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

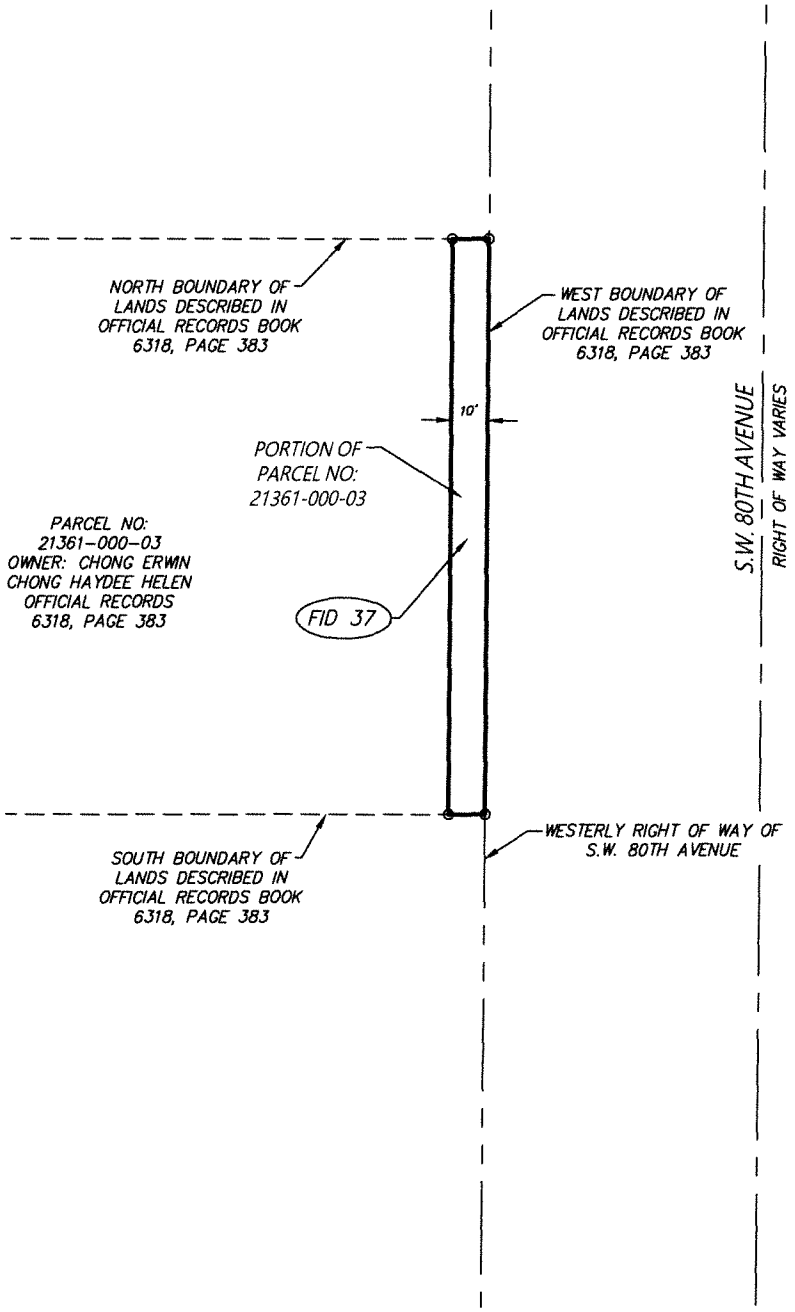
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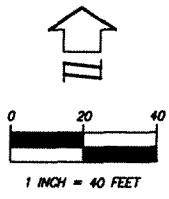
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CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 6671 CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1483 www.JCHgc.com

DRAWN:	M.A.	J.O.#231215
REVISED:		DWG.#231215SKR (TCE#53)
CHECKED:	C.J.H.	FID 37
APPROVED:	C.J.H.	21361-000-03
SCALE: ---		COPYRIGHT © JANUARY, 2026

SKETCH OF DESCRIPTION FOR:
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
SECTION 36, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA

FID 37





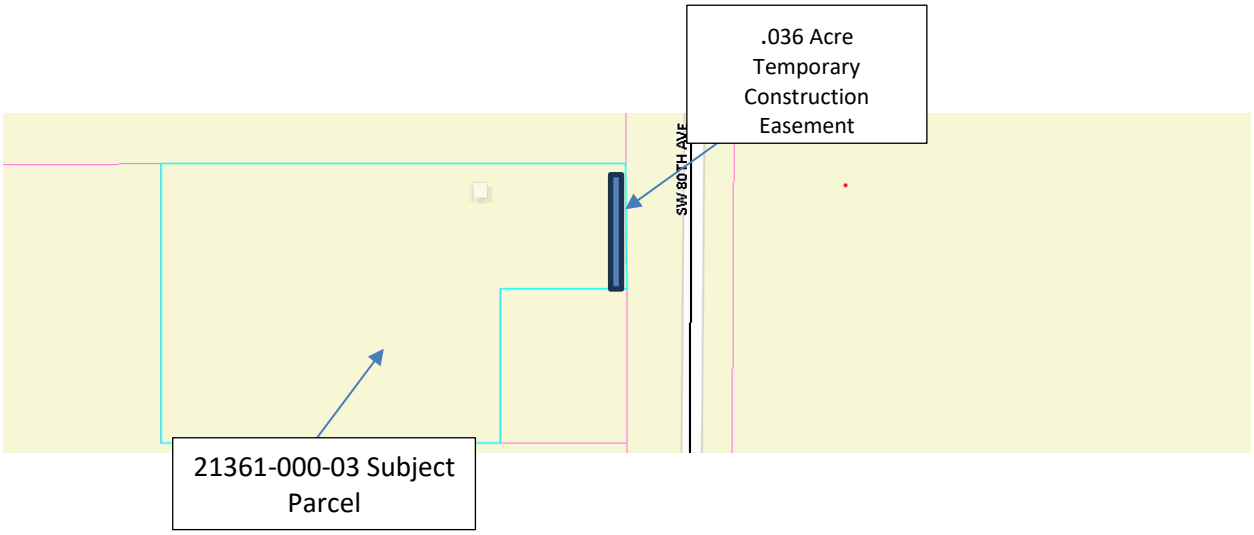
NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT + SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 www.JCHcg.com

DRAWN:	M.A.	J.O.#231215
REVISED:		DWG.#231215SKR (TCE#53)
CHECKED:	C.J.H.	FID 37
APPROVED:	C.J.H.	21361-000-03
SCALE: 1" = 40'		COPYRIGHT © JANUARY, 2026

Location Map

PID# 21361-000-03
3.18 Acres +/- Subject Parcel
.036 Acres +/- Temporary Construction Easement
Sec 36 Twp 15 Rge 20





Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23332 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.5.5.

SUBJECT:
Request Approval of a Purchase Agreement Associated with the SW 80th Avenue Segment 1B Improvement Project for a Portion of Parcel 35467-000-02 (Budget Impact- Neutral; expenditure of $500)

INITIATOR:
Steven Cohoon, PE, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to approve a Purchase Agreement in the amount of $500 plus closing costs for a portion of parcel 35467-000-02 associated with the SW 80th Avenue Segment 1B Road Improvement Project (from SW 90th Street to 1/2 mi North of SW 38th Street). This is a Temporary Construction Easement taking of approximately 0.005 acres.

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

BUDGET/IMPACT:
Neutral; expenditure of $500 plus closing costs (Fund STC073815- CIPTRANSP- EXPANSROW-738- VJ738541-561301)

RECOMMENDED ACTION:
Motion to approve the Purchase Agreement and authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Roman (Last) Del (First) (Dept) Office of the County Engineer - 4121

(Title) Property Agent (Phone) 352-671-8686

Signature D Roman Date Tuesday, June 9, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☐ Review & Comment
- ☐ RESUBMIT LRM No. _____
- ☑ Approve as to Form
- ☐ Other

Description of Request

Please review the Purchase Agreement for Project Parcel #8A - TCE 27. Parcel ID #35467-000-02.

For more information or discussion, contact: ☐ Same as above

(Name) Woods (Last) Elizabeth (First) (Title) Property Manager (Phone) 352-671-8686

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 7, 2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-468

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☒ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Date Received:

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

RECEIVED
By Marion County Attorney-WN at Jun 09, 2026

Attorney Signature: _____ Date 6/11/26

Staff Signature: Wendy Nakenyk (Completed) Date: 6/11/2026 Returned: ☑ Department ☐ Admin ☐ _____

Rev 11/22/2023

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

May 15, 2026

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: SW 80th Avenue Segment 1B
Project Parcel #: 8A AKA TCE 27
Parcel ID: 35467-000-02

PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **William E. White**, having a mailing address of 7119 SW 80th Avenue, Ocala, FL 34481, 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 #: **35467-000-02** and further shown on Right-of-Way Maps and/or Sketch of Description for the SW 80th Avenue Segment 1B (SW 80th Street to .5 Miles North of SW 38th Street) road project incorporated herein by reference and attached as Exhibit "A".

( ) Fee Simple
(X) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(b) Personal property, Fixtures and Appliances identified as follows:

1) **Personal property**: Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are:
N/A
The following Personal Property items are excluded from the purchase:
N/A

2) **Fixtures and Built-In Appliances**: With the exception of the exclusion items listed below, the SELLER and BUYER agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.
The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:
N/A

II. PURCHASE PRICE

(a) Itemized purchase price:

Temporary Construction Easement (TCE)	$ 500.00
TCE Improvements	$ 0.00
Sub-Total	**$ 500.00**

(b) Amount to be paid by BUYER to SELLER at closing (not including Buyer's closing costs, fees, prepaids and prorations, which will be noted on the Settlement Statement prior to Closing).
$ **500.00.**

III. CONDITIONS AND LIMITATIONS

(a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court. This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners and the SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.

(b) SELLER is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing. BUYER agrees to pay closings costs, such as recording fees, doc stamps and title insurance. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.

(c) SELLER is responsible for delivering unencumbered title to BUYER at closing. Any sums which BUYER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.

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(e) Other: Temporary Construction Easement duration shall be two (2) years from Notice to Proceed with construction.

IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

(a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.
There ( ) is (x) is not an addendum to this agreement.

VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

[This portion of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, THE PARTIES has caused these presents to be executed in their respective name(s).

WITNESSES:

(Signature)

Delenia Roman
(Print or type Name)

(Signature) Elizabeth Woods

SELLER: William E. White

(Signature)

William E. White
(Print or type name)

06- 09- 2026
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

For COUNTY ATTORNEY

BUYER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: CARL ZALAK III, CHAIRMAN

(Date)

SKETCH OF DESCRIPTION FOR:
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
SECTION 07, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA

FID 8A

DESCRIPTION:

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1689, PAGE 1916 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 07, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1698, PAGE 1916; THENCE ALONG THE WEST BOUNDARY OF SAID LANDS, N.00°23'06"E., 20.00 FEET TO THE NORTH BOUNDARY OF SAID LANDS; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID NORTH BOUNDARY, S.89°00'03"E., 10.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°23'06"W., 20.00 FEET TO THE SOUTH BOUNDARY OF SAID LANDS; THENCE ALONG SAID SOUTH BOUNDARY, N.89°00'03"W., 10.00 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 200 SQUARE FEET, MORE OR LESS.

NOTES:

1. *DATE OF SKETCH: JANUARY 21, 2026.*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.*
5. *BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.*
6. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
7. *THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.*

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

LEGEND:

—/\/\—	*LINE BREAK*
R/W	*RIGHT-OF-WAY*
CONC.	*CONCRETE*
LS	*LAND SURVEYOR*
LB	*LICENSED BUSINESS*
NO.	*NUMBER*
℄	*CENTERLINE*
P.C.	*POINT OF CURVATURE*
P.I.	*POINT OF INTERSECTION*
L	*ARC LENGTH*
R	*RADIUS*
Δ	*DELTA (CENTRAL ANGLE)*
CB	*CHORD BEARING*
CH	*CHORD DISTANCE*
O	*CHANGE IN DIRECTION*

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

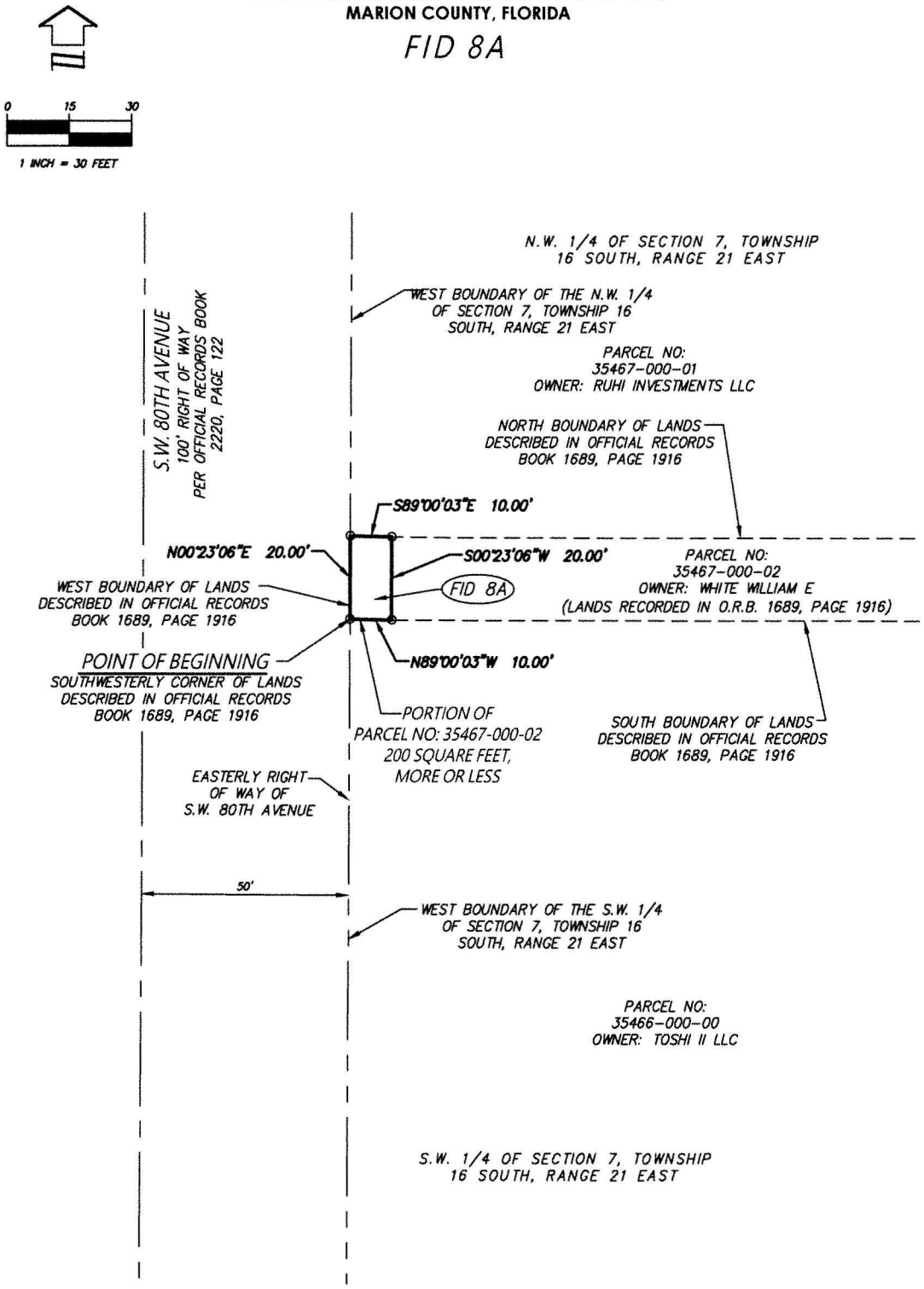
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JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT + SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1462 www.JCHcg.com

DRAWN:	M.A.	J.O.#231215
REVISED:		DWG.#231215SKR (TCE#27)
CHECKED:	C.J.H.	FID 8A
APPROVED:	C.J.H.	35467-000-02
SCALE: ---		COPYRIGHT © JANUARY, 2026

SKETCH OF DESCRIPTION FOR:
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
SECTION 07, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA

FID 8A



NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 2
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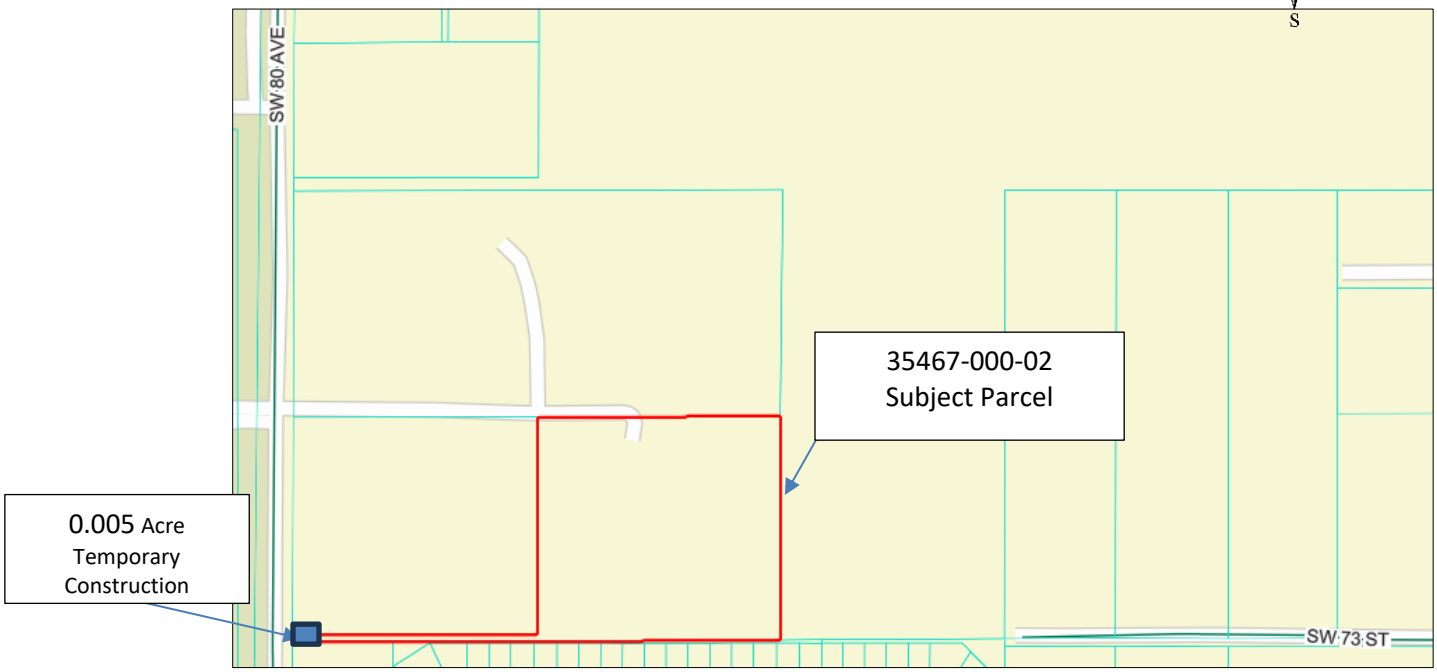
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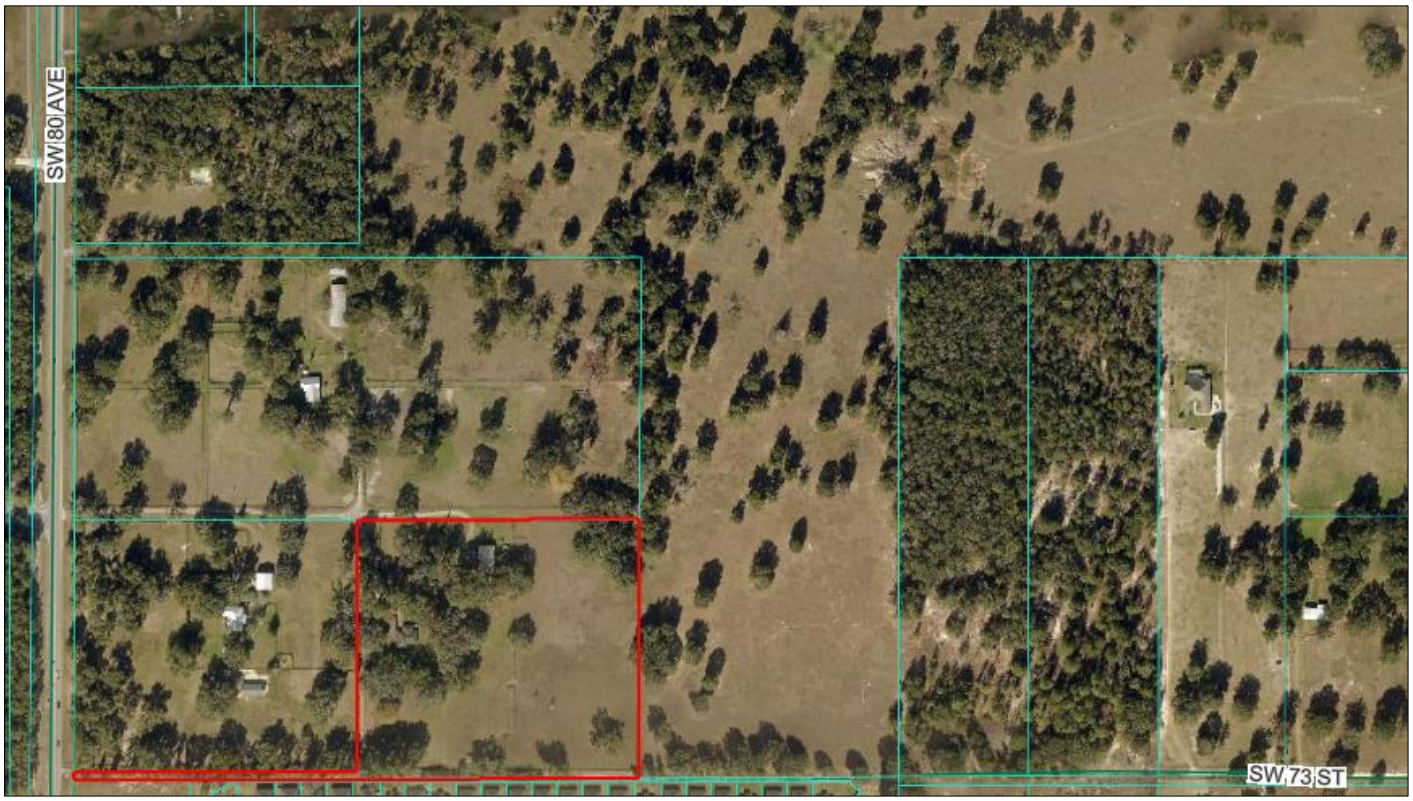
DRAWN:	M.A.	J.O.#231215
REVISED:		DWG.#231215SKR (TCE#27)
CHECKED:	C.J.H.	FID 8A
APPROVED:	C.J.H.	35467-000-02
SCALE: 1" = 30'		COPYRIGHT © JANUARY, 2026

Location Map

PID# 35467-000-02

0.005 Acres +/- Temporary Construction Easement





Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23355 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.5.6.

SUBJECT:
Request Approval of a Purchase Agreement and Addendum for Parcel 8004-0543-04 Associated with the Marion Oaks Manor Extension Road Improvement Project (Budget Impact - Neutral; expenditure of $402,211.25)

INITIATOR:
Steven Cohoon, PE, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to approve a Purchase Agreement in the amount of $402,211.25 plus closing costs for parcel 8004-0543-04 associated with the Marion Oaks Manor Extension Road Improvement Project, as well as an Addendum for extended occupancy. This is an improved parcel, approximately 0.57 acres in size.

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

BUDGET/IMPACT:
Neutral; expenditure of $402,211.25 plus closing costs (TIP77250C- TIPROADS-EXPANSROW-772-GB772541-561301).

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) Marino (Last) Melanie (First) (Dept) Office of the County Engineer - 4121

(Title) Property Agent (Phone) (352 671-8692

Signature s/Melanie Marino Date 06/17/2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Please review and approved the attached purchase agreement for parcel 8004-0543-04 associated with Marion Oaks Manor extension.

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 7, 2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-490

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Marion County Attorney-WN at Jun 17, 2026

Attorney Signature: _____ Date 6/17/26

Staff Signature: _____ (Completed) Date: 6/17/26 Returned: ☐ Department ☐ Admin ☑ Comm. Rec.

Rev2 03/19/2025

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

June 10, 2026

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: Marion Oaks Manor Extension
Project Parcel #: N/A
Parcel ID#: 8004-0543-04

PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **Fausto Q. Yolo, Jr, a married man**, having a mailing address of 1137 Harwich Dr, Carol Stream, IL 60188-9099, 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 #: 8004-0543-04 and further described by the legal description 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:
Refrigerator and Home Generator

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	$ 375,000.00
Damages (Severance/Cost-to-Cure)	$ 0.00
Other: Attorney Fees	$ 21,532.50
Other: Expert Fees	$5,678.75
Sub-Total	**$ 402,211.25**

(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). $ 402,211.25.

III. CONDITIONS AND LIMITATIONS

(a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court. This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners and the SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.

(b) SELLER is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing. BUYER agrees to pay closings costs, such as recording fees, doc stamps and title insurance. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.

(c) SELLER is responsible for delivering unencumbered title to BUYER at closing. Any sums which BUYER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.

(d) Any extension of occupancy beyond the date of closing must be authorized by the BUYER in writing. During the period from the date of closing until the SELLER surrenders possession to the BUYER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to BUYER in the same condition existing as the effective date of this agreement, less any reasonable wear and tear.

(e) Other: The Buyer will allow the Seller to maintain occupancy of the property for a six (6) month period after date of closing.

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.

(b) Both parties acknowledge this Agreement for purchase is part of a pre-acquisition process in lieu of condemnation.

[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:

Patricia Y. Yolo
(Signature)

Patricia Y. Yolo
(Print or type Name)

(Signature)

Fausto Yolo
(Print or type name)

SELLER: Fausto Q. Yolo, Jr

(Signature)

Fausto Q. Yolo Jr.
(Print or type name)

June 16, 2026
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

For: COUNTY ATTORNEY

BUYER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: CARL ZALAK, III, CHAIRMAN

(Date)

EXHBIT "A"

Lots 4 and 5, Block 543, of MARION OAKS UNIT NO. FOUR, according to the Plat thereof as recorded in Plat Book "O", Pages 53 through 80, of the Public Records of Marion County, Florida.

The property is commonly known as 110 MARION OAKS MANOR, OCALA FL 34473

ADDENDUM

THIS ADDENDUM, made and entered this _____day of _____, 2026 to a Purchase Agreement dated _____, 2026, hereafter referred to as (the "Agreement") between **Fausto Q. Yolo, Jr.,** hereinafter referred to as ("SELLER") and **MARION COUNTY,** a political subdivision of the State of Florida, hereinafter referred to as ("BUYER"), for the purchase of real property located at **110 Marion Oaks Manor, Ocala, FL 34473** and further identified as Parcel ID#: **8004-0543-04**, hereafter referred to as (the "Premises").
The BUYER and SELLER agree to modify the Agreement as follows:

1. **EXTENDED OCCUPANCY.**
SELLER has requested and BUYER hereby agrees to grant SELLER extended occupancy of the Premises at no cost to the SELLER for six (6) months from the date of Closing. SELLER will not be required to move prior to the expiration of six (6) months from the date of Closing. Provided however, SELLER shall be responsible for all utilities, which shall be maintained in SELLER's name during extended occupancy. Should SELLER fail to vacate the Premises after the expiration of six (6) months from the date of Closing, the parties agree that SELLER shall pay BUYER a daily occupancy fee in the amount of One Hundred Fifty and 00/100 ($150.00) per day. Provided further, SELLER shall place a security deposit in the amount of Two Thousand Five Hundred and 00/100 ($2,500.00) in escrow with the closing agent at the time of closing to secure BUYER in the event of SELLER's failure to timely surrender possession. The SELLER's liability for costs of eviction, attorney's fee, court costs, and related eviction expenses, will not be limited to the security deposit held in escrow. The security deposit will be returned to SELLER following SELLER's timely vacating the Premises, or timely signing a short-term lease agreement with BUYER to further extend SELLER's occupancy of the Premises.

2. **DILIGENT CARE OF PREMISES.**
SELLER shall exercise diligent care in protecting the Premises from theft, waste or vandalism.

3. **ASSUMPTION OF RISK.**
For the duration of the extended occupancy and to the fullest extent permissible by law, SELLER assumes all risk, known and unknown, of any illness, infection, injury, disability, including death, or damage, however caused.

4. **RELEASE.**
   a) SELLER to the fullest extent permissible by law, absolves, releases and waives any and all liability, claims, damages, actions, causes of action, demands, or suits in equity of whatever kind or nature, including COVID-19 contamination, illness, disease, disability, personal injury, death, or damage to property, against BUYER, its officials, governmental authorities, employees, agents, and volunteers, (the "Released Parties") relating in any way to the entering into or the performance of this Agreement and SELLER's extended occupancy and/or use of the Premises.
   b) This release includes claims for strict liability for abnormally dangerous activities.
   c) This release survives the expiration or termination of this Agreement.

5. **INDEMNITY, HOLD HARMLESS AND DEFEND.**
   a) SELLER agrees to indemnify, hold harmless and defend the Released Parties against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and actions of whatever kind or nature, including reasonable attorney's fees, costs (and reasonable attorney's fees and costs on appeal), and damages (including, but not limited to, actual and consequential damages) arising out of this Agreement, or SELLER's extended occupancy and/or use of the Premises, and any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by SELLER.
   b) SELLER shall satisfy any judgment against the Released Parties and reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees and fees on appeal that the Released Parties incur because of any claims made against them arising out of this Agreement or SELLER's extended occupancy and/or use of the Premises.
   c) SELLER's grant of indemnity hereby survives the expiration or termination of this Agreement.
   d) This Section shall not be construed in any way to alter BUYER's sovereign immunity or the limits established in Section 768.28, Florida Statutes, as may be amended from time to time.

6. **INSURANCE.**
SELLER shall provide to BUYER, as a condition of such extended occupancy, on the date of closing, a General Liability insurance policy that includes Premise Liability with a minimum limit of $300,000.00 per occurrence and naming "Marion County Board of County Commissioners" as an additional insured on the policy. SELLER shall likewise carry insurance covering SELLER's personal property.

7. **NO WAIVER OF BUYER'S SOVEREIGN IMMUNITY PROTECTIONS.**
SELLER acknowledges that the BUYER is a governmental entity and does not waive any sovereign immunity protections provided in Section 768.28, Florida Statutes.

8. **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:
Refrigerator and Home Generator

ANY REMOVAL OF FIXTURES AND APPLIANCES CONVEYED BY SELLER TO BUYER WILL BE CONSIDERED THEFT AND WILL BE PROSECUTED.

9. **FIXTURES AND APPLIANCES.**
With the exception of the exclusion items listed below, the SELLER and BUYER agree that all fixtures located on or in the property, including but not limited to 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 that will not be conveyed to Buyer:
N/A

ANY REMOVAL OF FIXTURES AND APPLIANCES CONVEYED BY SELLER TO BUYER WILL BE CONSIDERED THEFT AND WILL BE PROSECUTED.

10. **REASONABLE WEAR AND TEAR EXCEPTED.**
All property, whether real or personal, included in the Agreement, shall be delivered to the BUYER on the date of surrender of occupancy, in the same condition existing as of the effective date of this Agreement, reasonable wear and tear expected.

11. **VACATING.**
SELLER agrees to timely vacate all who claim possession through SELLER. SELLER agrees to leave the Premises in move in condition and, upon vacating, SELLER agrees to either, at BUYERS discretion, deliver the keys to all locks to BUYER, its agent(s) or representative(s) upon a final walkthrough of the Premises or to the Marion County Office of the County Engineer, 412 SE 25th Avenue, Ocala, FL 34471 by the date of surrender of occupancy.

12. **TERMS REMAIN IN FULL FORCE AND EFFECT.**
All other terms and conditions of the Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Addendum as of the day and year first above written.

WITNESSES:

Patricia Y. Yolo
(Signature)

Patricia Y. Yolo
(Print or type name)

(Signature)

Fausto Yolo
(Print or type name)

SELLER:

(Signature)

Fausto Q. Yolo Jr.
(Print or type name)

June 16, 2026
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

BUYER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: Carl Zalak III, CHAIRMAN

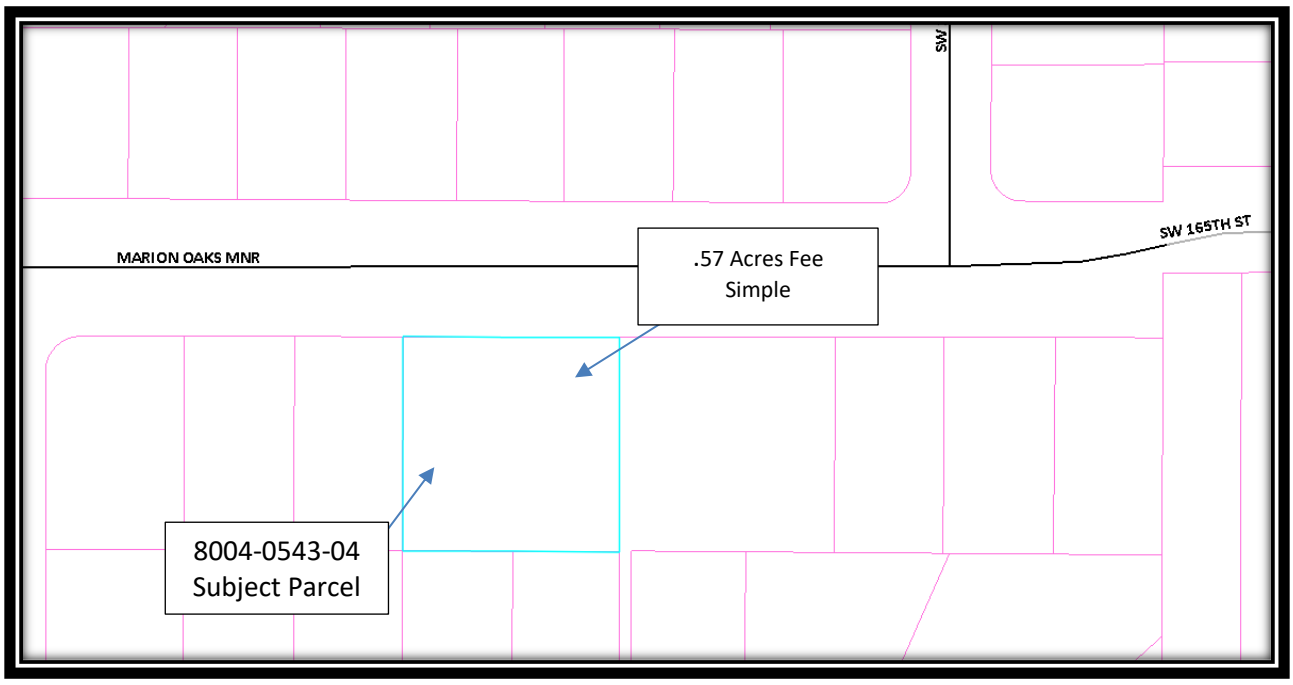
(Date)

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

COUNTY ATTORNEY

Location Map

PID# 8004-0543-04
.57 Acres +/- Subject Parcel
Plat Book O Page 53
Marion Oaks Unit 4





Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23408 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.5.7.

SUBJECT:
Request Approval of Aerial Easement with Duke Energy Florida, LLC, a Florida Limited Liability Company in Association with the Modification of the Transmission System Between Ross Prairie and Shaw Substations and Supporting Check Authorization Form (Budget Impact - Revenue of $40,000)

INITIATOR:
Steven Cohoon, PE, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
Duke Energy Florida is upgrading its electric transmission system between the Ross Prairie and Shaw Substations and has requested an aerial easement across an existing stormwater retention area adjacent to SW 43rd Street Road (Parcel No. 2390+005-000). The requested easement is limited to aerial transmission facilities and does not authorize the placement of poles, structures, or other ground-level facilities within the stormwater retention area, allowing the County to continue operating and maintaining the existing drainage facility.

Although legal title to the parcel remains with the City of Ocala, the property was included in the roadway and drainage infrastructure intended to transfer to Marion County under the Interlocal Agreement approved by the Board on June 18, 2024, for the jurisdictional transfer of SW 40th Avenue and related transportation improvements. Because the formal conveyance documents have not yet been recorded, Duke Energy and its title company have requested execution of the easement by both the City and County to address each entity's property interest.

As a regulated public utility, Duke Energy has the authority to acquire property interests necessary for electric transmission facilities through eminent domain when required by law. Approval of this easement allows the project to proceed by mutual agreement, avoids potential condemnation proceedings, protects the County's stormwater facility through negotiated easement terms, and provides Marion County with $40,000 in compensation.

BUDGET/IMPACT:
Revenue of $40,000.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the attached Aerial Easement and the Check Authorization form.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Woods (Last) Elizabeth (First) (Dept) Office of the County Engineer - 4121

(Title) Property Manager (Phone) 352-671-8667

Signature s/Elizabeth Woods Date May 20th, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☐ Approve as to Form ☑ RESUBMIT LRM No. 25-86
☐ Legal Opinion ☐ Other

Description of Request

Please sign off on the attached easement.

It has already been previously reviewed. Thank you!

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: June 2, 2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-86R

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Marion County Attorney-WN at Jun 03, 2026

Attorney Signature: Thomas Schwartz Date 6/3/26

Staff Signature: _____ (Completed) Date: 6/3/26 Returned: ☑ Department ☐ Admin ☐ _____

Rev2 03/19/2025

Item 218, Marion County and City of Ocala
Ross Prairie to Shaw Line Easements
Project #: F21004201
Property ID: 1200493 Land Unit: 2829490



Prepared By:
Manny R. Vilaret, Esquire
Vilaret Law, PLLC
10901 Danka Circle, Suite C
Saint Petersburg, Florida 33716

AERIAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, its successors and assigns (GRANTOR herein), in consideration of the sum of One Dollar ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY** (GRANTEE herein), P.O. Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees, the right, privilege and easement to construct, remove, reconstruct, operate and maintain in perpetuity, overhead electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (but only as used by GRANTEE in connection with the delivery of electric energy services) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over and across the following described lands in Marion County, Florida, and referred to hereinafter as the Easement Area to wit:

See Exhibit "A", attached hereto, incorporated herein, and by this reference made a part hereof.

Tax Parcel Number: **2390+005-000**

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and related facilities, including the right to increase or decrease the number and type of wires and voltage (not to exceed 230kV) and to adjust the centerline of the wires within the Easement Area.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in GRANTEE's sole discretion, any tree standing outside the Easement Area which if felled, or upon falling, could fall within five (5) feet of any conductor or other facility included within said Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the GRANTOR by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to install gates a minimum of sixteen (16) feet in width if GRANTOR has installed a fence within or across the Easement Area, along with GRANTEE's lock linked with GRANTOR's lock and further including (iv) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, GRANTEE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

GRANTOR covenants and agrees that no trees, buildings, structures, ponds or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2) feet. GRANTEE herein approves all existing Water Retention Areas presently constructed within the Easement Area. This improvement shall be permitted to remain as constructed so long as the improvements are not increased in height or expanded upon within the Easement Area.

Return to: Duke Energy
Attn: Real Estate Transactions
3300 Exchange Place, Lake Mary, FL 32746

GRANTOR shall have all other rights in and to said Easement Area not inconsistent with (i) GRANTEE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, as agreed to by GRANTOR, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) GRANTEE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area, and (d) drainage retention area.

PROVIDED FURTHER, that notwithstanding anything to the contrary set forth in this Aerial Easement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Aerial Easement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Aerial Easement by such Party, its officers, board members, agents, representatives or employees. Notwithstanding anything to the contrary set forth in the Aerial Easement, Grantor's obligation to indemnify Grantee, if any, for any reason or purpose, whether sounding in contract, tort, or otherwise, 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. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require Grantor to indemnify or insure Grantee for Grantee's negligence.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, GRANTOR, covenants and agrees to obtain a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws. Grantee's prior written determination shall not be unreasonably withheld, conditioned or delayed.

GRANTOR warrants and covenants that it has the right to convey to GRANTEE this easement, and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

[remainder of page intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hand and seal this 2 day of June, 2026.

GRANTOR:
CITY OF OCALA, a Florida Municipal Corporation, under the laws of the State of Florida

ATTEST:

Angel B Jacobs, City Clerk

110 SE Watula Avenue, Ocala FL 34471
Address

William E Sexton, City Attorney

110 SE Watula Avenue, Ocala FL 34471
Address

Ire J. Bethea, Sr.
President, Ocala City Council

City's mailing address:

110 SE Watula Avenue
Ocala FL 34471

State of Florida)
) ss
County of Marion)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2 day of June, 2026, by **Ire J. Bethea, Sr.** as **President of the Ocala City Council** of the **City of Ocala, Florida, a Florida municipal corporation,** on behalf of the City. He personally appeared before me at the time of notarization and is personally known to me.

NOTARY SEAL

DAMARIS MONTALVO
Commission # HH 265977
Expires June 27, 2026

Notary Public

Damaris Montalvo
Name typed, printed or stamped

My Commission Expires: June 27, 2026

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

ACCEPTED BY CITY COUNCIL
May 5, 2026
DATE

OFFICE OF THE CITY CLERK

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hand and seal this _____day of _____,2026.

ATTEST:

Gregory C. Harrell, Clerk of the Court

GRANTOR:

Marion County, a Political Subdivision of the State of Florida by its Board of County Commissioners

BY: Carl Zalak, III, Chairman

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORJVI AND
LEGAL SUFFICIENCY

For: Matthew Minter, County Attorney

EXHIBIT "A" THIS IS NOT A SURVEY **ITEM 218**

Legal Description:

Parcel #2390+005-000

A portion of a parcel recorded in Official Records Book 5926, Page 1353, public records of Marion County, Florida, lying in Section 34, Township 15 South, Range 21 East, being described as follows:

Commence at the southeast corner of said Section 34; thence North 00°23'56" East, along the east line of said section, a distance of 2458.54 feet to the Point of Beginning and a point on a non-tangent curve concave southwesterly having a radius of 105.00 feet; thence northwesterly along said curve to the right through a central angle of 90°00'00", an arc distance of 164.93 feet (Chord Bearing = North 44°36'04" West, Chord Distance = 148.49 feet) to the south right-of-way of SW 43rd Street Road, per Plat Book 12, Page 76; thence South 89°36'04" East, a distance of 105.00 feet to the east line of said section; thence South 00°23'56" West along said section, a distance of 105.00 feet to the Point of Beginning.

Contains 0.20 acre (8,659 Square Feet)

Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the East line of Section 34, Township 15 South, Range 21 East, public records of Marion County, Florida as being North 00°23'56" East.
2. All measurements shown hereon are in U.S. Survey Feet.
3. This sketch does not depict easements or encumbrances that may appear as a result of a title search.
4. Legal description was prepared by Pickett and Associates, LLC per client request and is based on deeds of record and a field survey to locate the controlling corners needed to establish the parcels, right-of-way and easement shown in the legal description and sketch hereon.
5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in Rule 5J-17.051-.053, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.
6. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

05/23/25

Gregory A. Prather, PSM *Florida Registration No. PSM 5135* *DATE*
PICKETT AND ASSOCIATES, LLC *Florida Registration No. LB 364*

218-SD04-RPS-05232025.DWG

PICKETT®
SURVEYING • ENGINEERING
3710 AIRPORT COMMERCE DR. STE. 10
LAKELAND, FLORIDA 33811
L.B. NUMBER 364
(863) 533-9095
www.pickettusa.com

REVISIONS			
	2	01/08/25	TEDS
	3	05/23/25	JJC

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

CITY OF OCALA

NEW ROSS PRAIRIE TO SHAW TRANSMISSION LINE

DUKE ENERGY®
550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

VENDOR PROJECT No.	24-DEF-2774	DRAWN	CHECK	SCALE: N/A	WO: 47186816
VENDOR DRAWING No.	SD 7057	JJC	DJE	DATE: 04/29/24	SITE: 1200493 LU: 2829490

SHEET 1 OF 2

EXHIBIT "A"

THIS IS NOT A SURVEY

ITEM 218

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	164.93'	105.00'	90°00'00"	N44°36'04"W	148.49'

SECTION 34
TOWNSHIP 15 SOUTH
RANGE 21 EAST
MARION COUNTY

ITEM 220
LU# 2829465
PARCEL #2390-003-000
BERKSHIRE OAKS OCALA, LLC
(ORB 8272, PAGE 250)

SECTION 34-15S-21E
SECTION 35-15S-21E

300.00'

N

N R/W

SW 43rd STREET ROAD
PUBLIC R/W (WIDTH VARIES)
PER PB 12 PAGE 76
& ORB 5394 PAGE 1224

W R/W

INTERSTATE 75
STATE ROAD 93
300' WIDE PUBLIC R/W
PER FDOT R/W MAP F.A. PROJECT
NO. I-75-2 (25) 83

S89°36'04"E
105.00'

N LINE OF PARCEL
ORB 8382, PAGE 1746

S R/W

ITEM 218
LU# 2829490
PARCEL #2390+005-000
CITY OF OCALA
(ORB 5926, PAGE 1353)

TRACT "E"

S00°23'56"W
105.00'

E LINE OF PARCEL
ORB 8382, PAGE 1746

S LINE OF TRACT "E"
(PB T, PAGE 11)

C1

POINT OF BEGINNING

DUKE ENERGY EASEMENT
CONTAINS 0.20 ACRE
(8,659 SQ FT)

0 50 100
1 INCH = 100 FEET

SECTION 35
TOWNSHIP 15 SOUTH
RANGE 21 EAST
MARION COUNTY

E LINE OF
SECTION 34

EXECUTIVE PARK
PB T, PAGE 11

LOT 9

(BEARING BASIS)
N00°23'56"E
2458.54'

2458.54'
N00°23'56"E
(BEARING BASIS)

E R/W

16' WIDE UTILITY EASEMENT
(PB T, PAGE 11)

ITEM 214
LU# 2829457
PARCEL #23951-001-00
GH LAND TRUST
(ORB 6599, PAGE 0344)

ITEM 217
LU# 2829486
PARCEL #2390-009-000
INDUSTRIAL TECHNOLOGIES &
SERVICES AMERICAS INC
(ORB 8475, PAGE 279)

POINT OF COMMENCEMENT
SOUTHWEST CORNER
OF SECTION 35

34 35

02 03

LEGEND:

FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
PSM	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
R/W	RIGHT-OF-WAY

218-SD04-RPS-05232025.DWG

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REVISIONS			
	2	01/08/25	TEDS
	3	05/23/25	JJC

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

CITY OF OCALA

NEW ROSS PRAIRIE TO SHAW
TRANSMISSION LINE

DUKE ENERGY®
550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

VENDOR PROJECT No.	24-DEF-2774	DRAWN	CHECK	SCALE: 1"=100'	WO: 47186816
VENDOR DRAWING No.	SD 7057	JJC	DJE	DATE: 04/29/24	SITE: 1200493 LU: 2829490

SHEET 2 OF 2

Marion County, Item 218
Ross Prairie to Shaw Line Easements
Project #: F21004201
Property ID: 1200493, Land Unit: 2829490

CHECK AUTHORIZATION

This is to acknowledge that the undersigned does hereby authorize payment by check from Burns & McDonnell on behalf of Duke Energy Florida, LLC to the property owner Marion County, a Political Subdivision of the State of Florida for the purchase of easement rights on the parcel identified by Marion County **Parcel Identification Number 2390+005-000** and more particularly described in the **Exhibit "A"** of the Item 218 Aerial Easement document(s), to be made payable in the following manner:

PAYEE		**PERCENTAGE**
Name:	Marion County	100%
Mailing Address:	601 SE 25th Ave.	
City, State, Zip	Ocala, FL 34471	

Aerial Easement for Item 218:	$40,000.00
Total Consideration:	$40,000.00

The undersigned further acknowledges this represents compensation in full being paid by **DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY** for easement rights, inclusive of attorney fees, experts' fees and costs, if any.

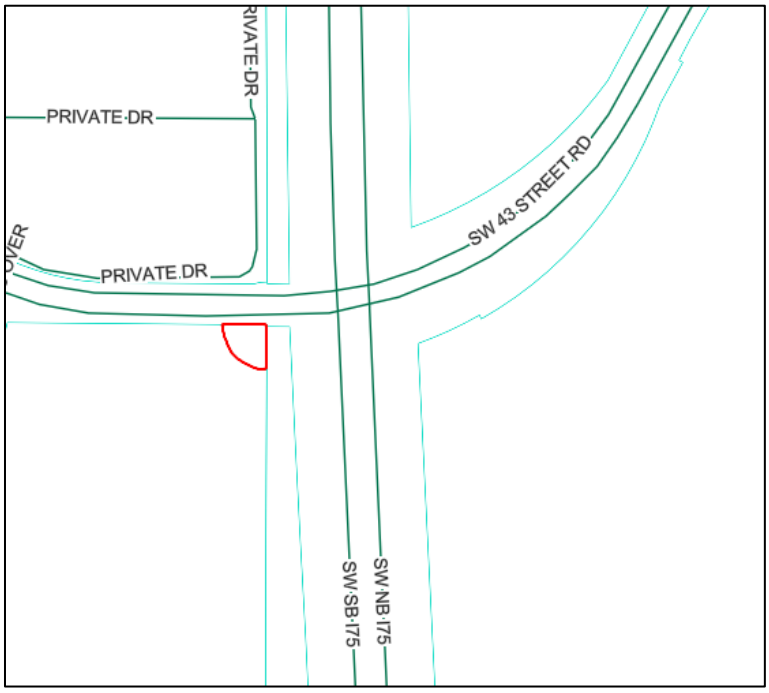
Marion County, a Political Subdivision of the State of Florida by its Board of County Commissioners

By: _____
Carl Zalak III, Chairman

Date: _____

Location Map

PID# 2390+005-000
.20 +/- Acres
Sec 34 Twp 15 Rge 21
EXECUTIVE PARK
TRACT E – DRAINAGE RETENTION AREA





Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23072 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.6.1.

SUBJECT:
Request Approval of Resolution Establishing Voluntary Water Connection Program in Marion Oaks Units 1 and 9 (Budget Impact - None)

INITIATOR:
Tony Cunningham, PE, Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
This resolution establishes a designated Program Area within portions of Marion Oaks Units 1 and 9 to support voluntary connection to the Marion County Utilities (MCU) water system.

Under the program, owners of developed properties within the designated area may voluntarily connect to the MCU water system, with eligible connection costs covered through grant funding if participation requirements are met. The resolution also establishes a future surcharge structure for undeveloped properties and for developed properties that do not connect within the established timeframe, consistent with county policy.

The project supports the expansion of potable water service, promotes long-term infrastructure improvements, and increases access to reliable drinking water service within the community.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the Resolution.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Rad (Last) A;ejandro (First) (Dept) Utilities - 7130

(Title) Assistant Director - Construction (Phone) (352) 307-6012

Signature [signature] Date 5/12/26

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

This resolution establishes an expansion of the water service area within Marion Oaks utilizing remaining ARPA funds previously allocated to the project. Through reconciliation of unused materials, MCU has identified sufficient funding to continue extending potable water infrastructure into five additional areas. The intent of this resolution is to offer the same benefit previously provided to Marion Oaks property owners: the opportunity for eligible Developed Properties to connect to the MCU potable water system at no cost. ARPA funding will cover capacity charges, water meter fees, and the house connection fee. The resolution mirrors the structure and provisions of the original Marion Oaks potable water resolution, with updated Exhibits reflecting the newly identified expansion areas. Exhibit 1 provides a map of the proposed water main extensions, and Exhibit 2 identifies all parcels within the new program boundaries, categorized as Developed or Undeveloped properties. No changes to policy, definitions, or utility requirements are proposed. AR

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, June 2, 2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-404

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: The track changes version has been sent back to you through e-mail. Thx, LB

RECEIVED
By Marion County Attorney-WN at May 13, 2026

Attorney Signature: Linda Blackburn Date 5/20/26

Staff Signature: [signature] Date: 5/20/26 Returned: ☐ Department ☐ Admin ☐ _____
Completed

Rev2 03/19/2025

RESOLUTION NO. 26-R-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE VOLUNTARY CONNECTION TO MARION COUNTY UTILITIES WATER SYSTEM; PROVIDING CERTAIN FINDINGS; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE DESIGNATION OF PROGRAM AREA; PROVIDING GRANT FUNDING FOR DEVELOPED PROPERTIES WITHIN THE PROGRAM AREA; ESTABLISHING A WATER SURCHARGE FOR UNDEVELOPED PROPERTIES WITHIN THE DESIGNATED PROGRAM AREA; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2021, the President of the United States signed the American Rescue Plan Act ("ARPA"), which provided specific funding allocations directly to state, local, and municipal government agencies to support, among other things, investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Marion County Board of County Commissioners ("Board") dedicated $63,509,435 of the ARPA funds for Utilities Water and Sewer Extensions, a portion of which was approved by the Board on August 17, 2021, to use for extending Marion County Utilities' ("MCU") potable water system in a section of Marion Oaks to provide access to safe, clean drinking water to approximately 2,243 lots; and

WHEREAS, to address ecological and economic concerns, on October 18, 2022, the Board approved the Short Water Line Extension Program, enacted as Sections 19-215 through 19-218 of the Marion County Code of Ordinances (the "Code"), which among other things, encourages the voluntary water connection program; and

WHEREAS, the Board encourages voluntary connection to MCU's System in discrete geographical areas of unincorporated Marion County designated by Board resolution as "Program Areas," where grant funding is available to cover the cost to the property owners of such connection to Developed Properties within the Program Area and a surcharge is imposed for undeveloped properties; and

WHEREAS, on January 17, 2023, the Board enacted Resolution 23-R-11, which established, among other things, that surcharges should be the pro-rata share based on construction cost (established by bid), not to exceed $5,000 for connection to the System when the projects are entirely funded by grants.

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

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. DEFINITIONS. For purposes of this section and the foregoing recitals, the following definitions shall apply:

(A) ***Developed Property/Properties*** shall mean a parcel of land located within Marion County, that has on-site wells and that, as of March 19, 2026, construction plans for improvements in the Program Area were submitted to the Florida Department of Environmental Protection, has received from Marion County Building Safety a permit with: (1) a final inspection status; (2) certificate of occupancy ("CO"); or (3) are presently allowed to be occupied, having on-site wells.

(B) ***Developed Property Owner*** shall mean the Owner of a Developed Property/Properties.

(C) ***MCU*** shall mean the Marion County Utilities department.

(D) ***Program Area*** shall mean the specific subdivision of other geographic area defined herein wherein owners of Developed Properties are subject to voluntary connection to the MCU System.

(E) ***System*** shall mean MCU's central utility system and may refer to either water or sewer, as applicable.

(F) ***Undeveloped Property/Properties*** shall mean any parcel of land located within Marion County which does not meet the definition of Developer Property/Properties above.

(G) ***Undeveloped Property Owner*** shall mean the Owner of an Undeveloped Property/Properties.

SECTION 3. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 19 – Water and Sewers, Article III. – Water and Wastewater Facilities, Division 2. – Service Availability and Extension; and more specifically, Section 144 – Mandatory Connection to Marion County Utility System Facilities, as well as Chapter 19 - Water and Sewers, Article III - Water and Wastewater Facilities, Division 5 - Short Water Line Extension Program of the Code.

SECTION 4. PROGRAM AREA. Pursuant to Section 19-144 of the Code, the Board hereby designates the following subdivision or other geographic area wherein owners of Developed

Properties will be subject to the voluntary water connection provisions of the Code, and where grant funding is provided to property owners to cover the cost of such connection:

(A) **Certain Portions of Marion Oaks Units 1 and 9**, as described and shown by **Exhibit A**; and

(B) Parcel Account Number listing as **Exhibit B,** identifying Developed Properties as of the date construction plans for improvements in the Program Area were submitted to the FDEP; and

(C) Parcel Account Number listing as **Exhibit C,** identifying Undeveloped properties as of the date construction plans for improvements in the Program Area were submitted to the FDEP.

SECTION 5. GRANT FUNDING FOR DEVELOPED PROPERTIES. Water Grant Funding for Developed Properties. Developed Properties within the Program Area are herewith provided with a unique opportunity to voluntarily connect to the MCU System using grant funds to pay for specific costs as provided for by this Resolution. To receive this benefit, the Developed Property Owner must enter into a service agreement with MCU within ninety (90) days of the date the Developed Property Owner receives notification from MCU that the System is available for connection. Any Developed Property Owner failing to sign a service agreement within the stated time will no longer be eligible for grant funding and any subsequent connection would then be subject to all applicable fees at time of connection to the System.

SECTION 6. SURCHARGE FOR UNDEVELOPED PROPERTIES AND DEVELOPED PROPERTIES THAT DO NOT ENTER INTO A SERVICE AGREEMENT WITHIN NINETY (90) DAYS OF NOTIFICATION THAT CONNECTION TO THE WATER SYSTEM IS AVAILABLE.

(A) Water. Pursuant to Section 19-217 of the Code, for Undeveloped Properties and Developed Properties not connected pursuant to Section 5 of this Resolution that are located within the Program Area, there shall be a surcharge per parcel due and payable before connection is made to the System, the amount and basis for the surcharge is established below.

(B) Owner shall not pay more than $5,000 per parcel as established by the Board in the exercise of its discretion and in accordance with Section 19-217(b) of the Code during review of this Resolution. Payment of this capped surcharge does not include:

1. The cost of all On-site facilities as defined in Section 19-122 of the Code.
2. All applicable costs and fees for the requested service which may include, without limitation, tap fees and system development fees as required by MCU.
3. The service connection is subject to all applicable federal, state, and local permits and requirements and any required encroachments.

SECTION 7. REPEAL OF ANY PORTIONS OF RESOLUTIONS IN CONFLICT. Any portions of past Resolutions of the Board of County Commissioners in conflict with this Resolution are hereby repealed.

SECTION 8. SEVERABILITY. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in regular session this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
CARL ZALAK, III
CHAIRMAN

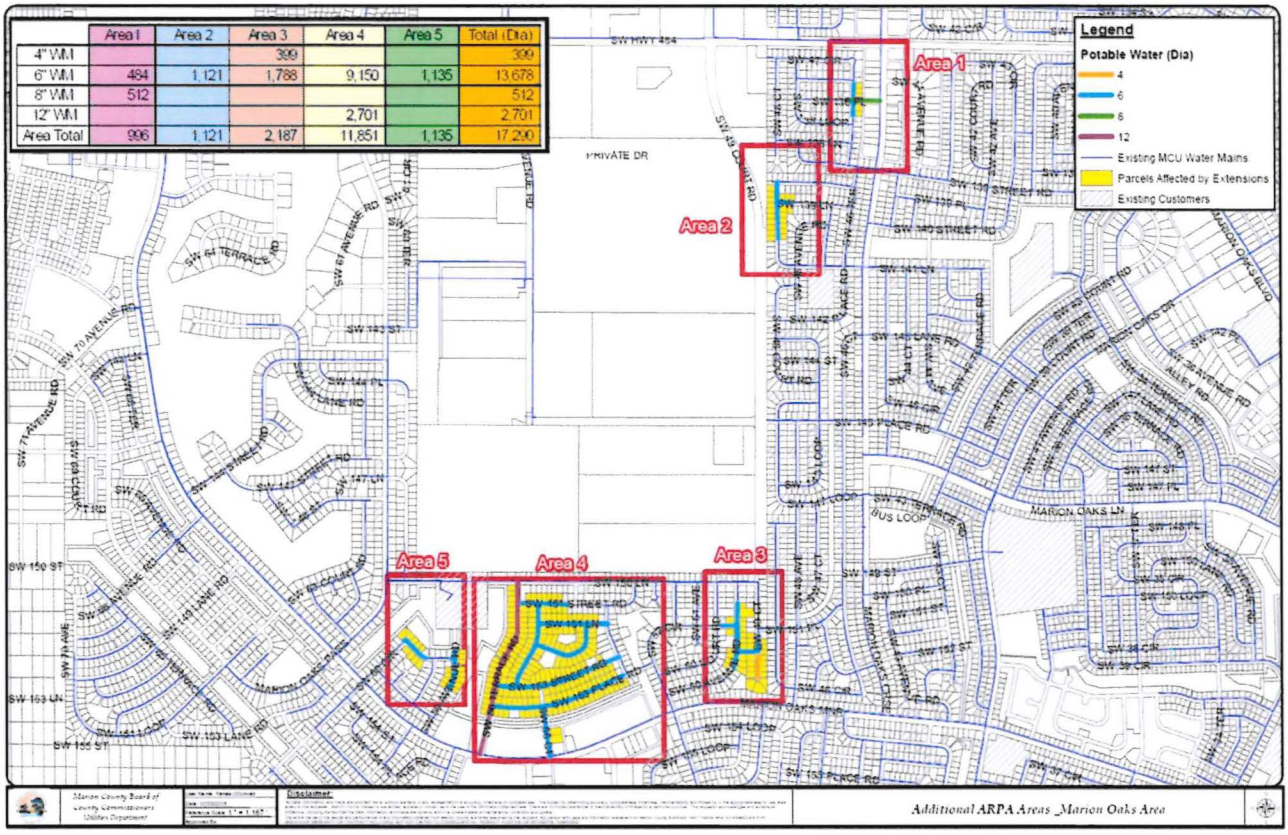
ATTEST:

_____
GREGORY C. HARRELL
CLERK

FOR THE USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY.

//MATTHEW GUY MINTER
COUNTY ATTORNEY

Exhibit A
Program Area



	Area 1	Area 2	Area 3	Area 4	Area 5	Total (Dia)
4" WM			399			399
6" WM	484	1,121	1,788	9,150	1,135	13,678
8" WM	512					512
12" WM				2,701		2,701
Area Total	996	1,121	2,187	11,851	1,135	17,290

Exhibit B

Developed Properties within Program Area

PARCEL ID			
8001-0172-21	8009-1165-13	8009-1170-11	8009-1172-12
8001-0176-01	8009-1165-14	8009-1171-03	8009-1172-18
8001-0166-29	8009-1166-12	8009-1171-09	8009-1172-19
8009-1181-27	8009-1166-24	8009-1171-10	8009-1172-20
8009-1185-17	8009-1166-25	8009-1171-13	8009-1172-23
8009-1164-10	8009-1167-11	8009-1171-17	8009-1172-28
8009-1164-12	8009-1168-04	8009-1171-18	8009-1173-04
8009-1164-19	8009-1168-05	8009-1171-19	8009-1173-16
8009-1164-21	8009-1170-01	8009-1171-21	8009-1174-05
8009-1164-22	8009-1170-02	8009-1171-22	
8009-1164-23	8009-1170-08	8009-1171-28	
8009-1164-24	8009-1170-10	8009-1172-10	

Exhibit C

Undeveloped Properties within Program Area

PARCEL ID			
8001-0172-20	8009-1164-25	8009-1169-03	8009-1173-01
8001-0172-22	8009-1165-12	8009-1170-03	8009-1173-02
8001-0176-02	8009-1165-15	8009-1170-04	8009-1173-03
8001-0166-01	8009-1165-16	8009-1170-05	8009-1173-05
8001-0166-02	8009-1165-17	8009-1170-06	8009-1173-06
8001-0166-26	8009-1165-18	8009-1170-07	8009-1173-07
8001-0166-27	8009-1165-19	8009-1170-09	8009-1173-08
8001-0166-28	8009-1166-01	8009-1170-12	8009-1173-09
8001-0166-30	8009-1166-02	8009-1170-13	8009-1173-10
8001-0167-01	8009-1166-03	8009-1170-14	8009-1173-11
8001-0167-02	8009-1166-04	8009-1170-15	8009-1173-12
8001-0167-03	8009-1166-05	8009-1170-16	8009-1173-13
8001-0167-04	8009-1166-06	8009-1171-01	8009-1173-14
8001-0167-05	8009-1166-07	8009-1171-02	8009-1173-15
8001-0167-06	8009-1166-08	8009-1171-04	8009-1173-17
8001-0167-07	8009-1166-09	8009-1171-05	8009-1174-01
8001-0167-08	8009-1166-10	8009-1171-06	8009-1174-02
8001-0167-09	8009-1166-11	8009-1171-07	8009-1174-03
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8001-0168-22	8009-1166-16	8009-1171-14	8009-1174-16
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8009-1180-13	8009-1166-22	8009-1171-26	8009-1174-21
8009-1180-14	8009-1166-23	8009-1171-27	8009-1174-22
8009-1180-15	8009-1166-26	8009-1171-29	8009-1174-23
8009-1180-16	8009-1166-27	8009-1171-30	8009-1174-24
8009-1180-17	8009-1166-28	8009-1172-07	8009-1160-07

8009-1181-26	8009-1166-29	8009-1172-08	8009-1160-08
8009-1181-28	8009-1166-30	8009-1172-09	8009-1160-09
8009-1181-29	8009-1167-01	8009-1172-11	8009-1161-11
8009-1181-30	8009-1167-02	8009-1172-13	8009-1161-12
8009-1185-16	8009-1167-03	8009-1172-14	8009-1161-13
8009-1185-18	8009-1167-04	8009-1172-15	8009-1161-14
8009-1164-02	8009-1167-05	8009-1172-16	8009-1161-15
8009-1164-03	8009-1167-06	8009-1172-17	8009-1162-02
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8009-1164-06	8009-1167-09	8009-1172-24	8009-1162-05
8009-1164-07	8009-1167-10	8009-1172-25	8009-1163-10
8009-1164-08	8009-1167-12	8009-1172-26	8009-1163-11
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8009-1164-11	8009-1167-14	8009-1172-29	8009-1163-13
8009-1164-13	8009-1167-15	8009-1172-30	8009-1163-14
8009-1164-14	8009-1168-01	8009-1172-31	8009-1163-15
8009-1164-15	8009-1168-02	8009-1172-32	8009-1163-16
8009-1164-16	8009-1168-03	8009-1172-33	8009-1163-17
8009-1164-17	8009-1168-06	8009-1172-34	
8009-1164-18	8009-1168-07	8009-1172-35	
8009-1164-20	8009-1169-02	8009-1172-36	

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23394 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.6.2.

SUBJECT:
Request Approval of Application for Refund from Marion County Utilities to Salt Springs Resort (Budget Impact - Neutral; refund amount of $46,947.49)

INITIATOR:
Tony Cunningham, PE, Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
The Salt Springs Resort account is served by a compound meter that records both high-flow and low-flow water usage. The low-flow register rolled over, similar to an odometer, and began recording usage in five digits rather than four. This change resulted in an inaccurate consumption calculation and subsequent overbilling.

Upon identifying the issue, Marion County Utilities (MCU) corrected the register configuration, recalculated the customer's actual water usage, and adjusted the billing records accordingly. The requested refund represents the amount overpaid by the customer and will reconcile the account to the correct billing amount.

BUDGET/IMPACT:
Neutral; refund amount of $46,947.49

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman to execute the Application for Refund.

MARION COUNTY COMMISSION
APPLICATION FOR REFUND

Date: 3/18/2026

Name of Applicant: SALT SPRINGS RESORT CONDM INC

Make Check Payable to: SALT SPRINGS RESORT CONDM INC

Telephone Number: 352-812-8086

Address: C/O VINE MANAGEMENT 3300 SW 34TH AVE #112 City: OCALA State: FL Zip: 34474

Select Type: Receipt # 013339-135002

Total Amount Refunded: $46947.49

Originating Department: Utilities

GL Acct & Project Code: ZF440536-549112

REASON FOR REQUEST:

CUSTOMER OVERCHARGED DUE TO METER DIALS ON COMPOUND METER NOT BEING CORRECT ON THE BILLING SIDE. ORIGINALLY THOUGHT THE COMPLEX HAD A LEAK BUT ISSUE FOUND DURING OUR ANNUAL AUDIT PROCESS.

SUPPORTING DOCUMENTS ATTACHED (List)

- ☐ Permit/Case No: _____
- ☐ Refund Demand Letter: _____
- ☐ Negative Balance Report: _____
- ☐ Other (Specify): BILLS & REPORTS
- ☐ EOB From Insurance Co: _____
- ☐ Other (Specify): _____

Division/Department Signature: _____ Date: _____

Administration Approval: _____ Date: _____
(GREATER THAN OR EQUAL TO $1,000)

BOARD OF COUNTY COMMISSION APPROVAL (GREATER THAN $10,000)

Signature: _____ Date: _____
Chairman

Attest: _____ Date: _____
Clerk

SALT SPRINGS RESORT BILLING DATA

BILL DATE	CONSUMPTION BILLED	BILL AMOUNT	CORRECTED CONSUMPTION	CORRECTED BILL AMOUNT	AMOUNT PAID	**REFUND**
8/1/2024	2310	$ 4,014.42	2004	$ 3,524.82	$ 4,014.42	
9/3/2024	1618	$ 2,907.22	1967	$ 3,465.62	$ 2,907.22	
10/1/2024	1855	$ 3,286.42	1863	$ 3,300.82	$ 3,286.42	
11/1/2024	1702	$ 3,041.62	1809	$ 3,212.82	$ 3,041.62	
12/2/2024	1510	$ 2,734.42	1682	$ 3,009.62	$ 2,734.42	
1/2/2025	1373	$ 2,515.22	1653	$ 2,963.22	$ 2,515.22	
2/3/2025	8520	$ 13,950.42	1738	$ 3,099.22	$ 4,347.22	
3/3/2025	1850	$ 3,278.42	1827	$ 3,241.62	$ 3,278.42	
4/2/2025	1406	$ 2,568.02	1537	$ 2,777.62	$ 2,568.02	
5/1/2025	27572	$ 44,433.62	1790	$ 3,182.42		
6/2/2025	9245	$ 15,110.42	2215	$ 3,862.42	$ 16,961.21	
7/2/2025	7826	$ 12,840.02	1807	$ 3,209.62	$ 14,691.42	
8/2/2025	7628	$ 12,523.22	1664	$ 2,980.82	$ 14,374.62	
9/2/2025	8006	$ 13,128.02	1706	$ 3,048.02	$ 14,979.42	
10/2/2025	7459	$ 12,252.82	1531	$ 2,768.02	$ 1,851.40	
11/3/2025	6717	$ 11,065.62	1267	$ 2,345.62	$ 12,252.82	
12/2/2025	7457	$ 12,249.62	1445	$ 2,630.42		
1/2/2026	6756	$ 11,128.02	1298	$ 2,395.22		
2/2/2026	6041	$ 380.82	950	$ 1,838.42		
	Refund Calculated			$ 56,856.38	$ 103,803.87	**$ 46,947.49**

Following bills are owed to MCU and are not part of the refund check (coordinated with owner to freeze billing*until refund completed*)

3/2/2026	1381	$ 2,528.02	
4/1/2026	1066	$ 2,024.02	
5/1/2026	1044	$ 1,988.82	
6/2/2026	1311	$ 2,416.02	
Total		$ 8,956.88	Total amount owed after refund

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23395 **Agenda Date:** 7/7/2026 **Agenda No.:** 7.6.3.

SUBJECT:
Request Approval of Resolution Extending the Service Agreement Date of Resolution No. 23-R -11 for Silver Springs Shores Septic to Sewer Unit 16 (Budget Impact - None)

INITIATOR:
Tony Cunningham, PE, Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
Marion County Utilities (MCU) is continuing its efforts to protect public health and water quality by transitioning properties within the Silver Springs Shores Septic-to-Sewer Unit 16 Program Area from septic systems to the County utility system. To support this initiative, the Board previously adopted Resolution No. 23-R-11, which established a 90-day period for eligible developed property owners to enter into service agreements with MCU and qualify for available American Rescue Plan Act (ARPA) funding assistance for utility connections.

Although connection to the sewer system is required pursuant to applicable regulations, the original decision period has expired, and several eligible property owners have not yet executed service agreements. Extending the deadline will provide additional time for participation in the program and allow more property owners to take advantage of available grant funding, thereby reducing the financial burden associated with required utility connections.

Approval of this resolution will extend the service agreement deadline established in Resolution No. 23-R-11 to September 1, 2026, while leaving all other provisions, obligations, and conditions of Resolution No. 23-R-11 unchanged.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to extend the Resolution service agreement date of Resolution 23-R-11.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Rad (Last) Alejandro (First) (Dept) Utilities - 7130

(Title) Assistant Director - Construction (Phone) (352) 307-6012

Signature [signature] Date 06/17/2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ Draft Document
- ☑ Approve as to Form
- ☐ RESUBMIT LRM No. _____
- ☐ Legal Opinion
- ☐ Other

Description of Request

This item requests approval of an amendment to Resolution 23-R-11 (Unit 16), which established a ninety (90)-day period for Developed Property Owners to enter into service agreements with Marion County Utilities for connection to the sewer and/or water systems under ARPA grant funding. The original decision window has expired. In order to maximize participation and allow residents additional time to utilize the available ARPA funds, while acknowledging that sewer connection is mandatory, MCU recommends extending the decision period to September 1, 2026. No other changes to the original resolutions are proposed. AR

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 7, 2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-497

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☒ Linda Blackburn Asst. County Attorney
- ☐ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorne

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney-WN at Jun 17, 2026

Attorney Signature: [signature] Date JUNE 18, 2026

Staff Signature: [signature] (Completed) Date: 6/18/26 Returned: ☑ Department ☐ Admin ☐ _____

RESOLUTION NO. 26-R-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, EXTENDING THE DECISION PERIOD PROVIDED IN RESOLUTION NO. 23-R-11 TO DEVELOPED PROPERTY OWNERS WITHIN THE SILVER SPRINGS SHORES SEPTIC TO SEWER UNIT 16 PROGRAM AREA TO ENTER INTO A SERVICE AGREEMENT WITH MARION COUNTY UTILITIES; PROVIDING CERTAIN FINDINGS; PROVIDING AN EXTENSION OF TIME; PROVIDING FOR THE CONTINUATION OF ALL OTHER TERMS OF RESOLUTION NO. 23-R-11; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Resolution No. 23-R-11 established a ninety (90) day period during which Developed Property Owners within the Silver Springs Shores Septic to Sewer Unit 16 Program Area could enter into a service agreement with Marion County Utilities ("MCU") for connection to the System (water or sewer, as applicable) under the American Rescue Plan Act ("ARPA") grant funding; and

WHEREAS, the original ninety (90) day period has expired; and

WHEREAS, MCU desires to provide the community with an additional opportunity to take advantage of available ARPA grant funding, and acknowledges that sewer connection is mandatory under applicable regulations; and

WHEREAS, the Board finds it in the best interest of the public health, safety, and welfare to extend this decision period to September 1, 2026;

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

SECTION 1. EXTENSION OF DECISION PERIOD. The decision period previously established in Resolution No. 23-R-11 is hereby extended. The new deadline for eligible Developed Property Owners within the Phase 1 Program Area to execute a service agreement for connection to the System (water or sewer, as applicable) under the ARPA grant funding provisions is September 1, 2026.

SECTION 2. REMAINDER UNAFFECTED. All other provisions, obligations, and conditions set forth in Resolution No. 23-R-11 shall remain in full force and effect.

SECTION 3. SEVERABILITY. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in regular session this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____

CARL ZALAK, III, CHAIRMAN

ATTEST:

_____

GREGORY C. HARRELL, CLERK

FOR THE USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY.

_____

MATTHEW GUY MINTER, COUNTY ATTORNEY

RESOLUTION NO. 23-R-11

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE MANDATORY CONNECTION TO MARION COUNTY UTILITIES SEWER SYSTEMS FACILITIES AND VOLUNTARY CONNECTION TO MARION COUNTY UTILITIES WATER SYSTEM; PROVIDING CERTAIN FINDINGS; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE DESIGNATION OF PROGRAM AREA; PROVIDING GRANT FUNDING FOR DEVELOPED PROPERTIES WITHIN THE PROGRAM AREA; ESTABLISHING A WATER AND WASTEWATER SURCHARGE FOR UNDEVELOPED PROPERTIES WITHIN THE DESIGNATED PROGRAM AREA; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Marion County, Florida (the "Board") recognizes that the elimination of septic tank use through a septic to sewer conversion program within the County is the best ecological practice for the environment; and

WHEREAS, the Board desires to address this important environmental concern while mitigating costs to Marion County citizens; and

WHEREAS, to address these issues, on April 19, 2022, the Board approved Mandatory Connection to the Marion County Utilities ("MCU") System facilities as enacted as Section 19-144 of the Marion County Code of Ordinances (the "Marion County Code"), which among other things, established the basic requirements for the mandatory sewer connection program; and

WHEREAS, to further address the ecological and economic concerns, on October 18, 2022, the Board approved the Short Water Line Extension Program enacted as Sections 19-215 through 19-218 of the Marion County Code, which among other things, encourages the voluntary water connection program; and

WHEREAS, the Board requires mandatory connection to MCU's sewer System in discrete geographical areas of unincorporated Marion County designated by Board resolution as "Program Areas," where grant funding is available to cover the cost to the property owner of such connection to Developed Properties and where a surcharge is imposed for undeveloped properties; and

WHEREAS, along with this action the Board also encourages voluntary connection to MCU's water System within the same Program Areas, where grant funding is available to cover the cost to the property owners of such connection to Developed Properties within the Program Area and a surcharge is imposed for undeveloped properties.

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

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. DEFINITIONS. For purposes of this Section, the following definitions shall apply:

(A) ***Developed Property/Properties*** shall mean a parcel of land located within Marion County, that has on-site wells and/or septic tanks and that as of the date of the sewer construction permit issuance by the Florida Department of Environmental Protection has received from Marion County Building Safety a permit with: (1) a final inspection status; (2) certificate of occupancy ("CO"); or (3) are presently allowed to be occupied, having on-site wells and/or septic tanks.

(B) ***Developed Property Owner*** shall mean the Owner of a Developed Property/Properties.

(C) ***MCU*** shall mean the Marion County Utilities Department.

(D) ***Program Area*** shall mean the specific subdivision of other geographic area defined herein wherein owners of Developed Properties and Undeveloped Properties are subject to mandatory connection to the MCU sewer System and voluntary connection to the MCU water System.

(E) ***System*** shall mean MCU's central utility system and may refer to either water or sewer, as applicable.

(F) ***Undeveloped Property/Properties*** shall mean any parcel of land located within Marion County which does not meet the definition of Developer Property/Properties above.

(G) ***Undeveloped Property Owner*** shall mean the Owner of an Undeveloped Property/Properties.

SECTION 3. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 19 – Water and Sewers, Article III. – Water and Wastewater Facilities, Division 2. – Service Availability and Extension; and more specifically Section 144 – Mandatory Connection to Marion County Utility System Facilities, of the Marion County Code and Chapter 19 - Water and Sewers, Article III - Water and Wastewater Facilities, Division 5 - Short Water Line Extension Program of the Marion County Code.

SECTION 4. PROGRAM AREA. Pursuant to Section 19-144 of the Marion County Code, the Board hereby designates the following subdivision or other geographic area wherein owners of Developed Properties will be subject to the mandatory sewer connection provisions of

the Code, and where grant funding is provided to property owners to cover the cost of such connection:

(A) **Silver Springs Shores – Unit 16**, as described and shown in **Exhibit A**; and

(B) FDEP Notification of Acceptance of Use of General Permit 0188240-003 (Sewer), Issued March 17, 2021 as **Exhibit B**; and

(C) Parcel Account Number listing as **Exhibit C** identifying development status (Developed Properties vs. not developed properties) as of the date of the DEP issued sewer permit.

SECTION 5. GRANT FUNDING FOR DEVELOPED PROPERTIES.

(A) Sewer Grant Funding for Developed Properties. For Developed Properties within the Program Area that sign a service agreement to connect to the sewer System within 365-days of the date the Developed Property Owner receives notification from MCU that the sewer System is available for connection, all costs for connection and abandonment of existing On-Site Sewage Treatment and Disposal System (OSTDS) will be funded by grant funds. Any Developed Property Owner failing to sign a service agreement within the 365-day time period will no longer automatically be eligible for grant funding but rather such assistance will be dependent upon the availability of funds. Less any available grant funding, a connection to the sewer System by the Developed Property Owner made outside of the 365-day time period will be subject to all then applicable fees at time of connection to the System but in no event will said Developed Property Owner pay more than Twelve Thousand Five Hundred Dollars ($12,500) per parcel as established by the Board in the exercise of its discretion and in accordance with Section 19-144 (d) of the Marion County Code during review of this Resolution. Payment of this capped amount does not include:

1. The cost of all On-site facilities as defined in Section 19-122 of the Marion County Code.
2. All applicable costs and fees for the requested service which may include, without limitation, tap fees and system development fees as required by MCU.
3. All applicable federal, state, and local permits and requirements and any required encroachments.

(B) Water Grant Funding for Developed Properties. Developed Properties within the Program Area are herewith provided a unique opportunity to voluntarily connect to the MCU water System at no cost. To receive this benefit, the Developed Property Owner must enter into a service agreement with MCU within 365-days of the date the Developed Property Owner receives notification from MCU that the water System is available for connection. Any Developed Property Owner failing to sign a service agreement within the 365-day time period will no longer automatically be eligible for grant funding but rather such assistance will be dependent upon the availability of funds. Less any available grant funding, a connection to the water System by the Developed Property Owner made outside the 365-day time period will be subject to all then applicable fees at time of connection to the System but in no event will said Developed Property Owner pay more than Five Thousand Dollars ($5,000) per parcel as established by the Board in

the exercise of its discretion and in accordance with Section 19-144 (d) of the Marion County Code during review of this Resolution. Payment of this capped amount does not include:

1. The cost of all On-site facilities as defined in Section 19-122 of the Marion County Code.
2. All applicable costs and fees for the requested service which may include, without limitation, tap fees and system development fees as required by MCU.
3. All applicable federal, state, and local permits and requirements and any required encroachments.

SECTION 6. SURCHARGE FOR UNDEVELOPED PROPERTIES.

(A) Sewer. Pursuant to Section 19-144 (h) of the Marion County Code, for Undeveloped Properties located within the Program Area there shall be a surcharge per Equivalent Residential Connection ("ERC") due and payable at the time of signing a service agreement and before connection is made to the sewer System. The dollar amount and basis for the surcharge is established below:

1. The Program Area's total wastewater infrastructure construction cost is $3,179,681 (established by bid) and improves 120 parcels for a per parcel cost equaling $26,497 per parcel/ERC. Wastewater surcharge/pro rata share shall be County's actual cost on a per parcel basis, but the Undeveloped Property Owner shall not pay more than Twelve Thousand Five Hundred Dollars ($12,500) per parcel as established by the Board in the exercise of its discretion and in accordance with Section 19-144 (d) of the Marion County Code during review of this Resolution. Payment of this capped surcharge does not include:
   a. The cost of all On-site facilities as defined in Section 19-122 of the Marion County Code.
   b. All applicable costs and fees for the requested service which may include, without limitation, tap fees and system development fees as required by MCU.
   c. All applicable federal, state, and local permits and requirements and any required encroachments.

(B) Water. Pursuant to Section 19-217 of the Marion County Code, for Undeveloped Properties located within the Program Area there shall be a surcharge per ERC due and payable before connection is made to the water System, the amount and basis for the surcharge is established below:

1. The Program Area's total water infrastructure construction cost is $1,425,825 (established by bid) and improves 120 parcels for a per parcel cost equaling $11,882. Water surcharge/pro rata share shall be County's actual cost on a per parcel basis, but Owner shall not pay more than Five Thousand Dollars ($5,000) per parcel as established by the Board in the exercise of its discretion and in accordance with Section 19-217 (b) of the Marion County Code during review of this Resolution. Payment of this capped surcharge does not include:
   a. The cost of all On-site facilities as defined in Section 19-122 of the Marion County Code.

b. All applicable costs and fees for the requested service which may include, without limitation, tap fees and system development fees as required by MCU.

c. All applicable federal, state, and local permits and requirements and any required encroachments.

SECTION 7. REPEAL OF ANY PORTIONS OF RESOLUTIONS IN CONFLICT. Any portions of past resolutions of the Board of County Commissioners in conflict with this resolution are hereby repealed.

SECTION 8. SEVERABILITY. If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this resolution.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in regular session this 17th day of January, 2023.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

CRAIG CURRY
CHAIRMAN

ATTEST:

GREGORY C. HARREL
CLERK

FOR THE USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY.

FOR
MATTHEW GUY MINTER
COUNTY ATTORNEY

Exhibit A


"SILVER SPRINGS SHORES – UNIT 16"
WATER AND SEWER EXTENSIONS
PROJECT LIMITS
N
NOT TO SCALE
SPRING ROAD
BAHIA COURT PL.
BAHIA COURT TRACE
BAHIA ROAD
SPRING LOOP
CT. JUST SHRUBE
JUST SHRUBE
SPRING ROAD
SPRING LOOP DR.
SPRING COURSE
EMERALD ROAD
MARION COUNTY, FLORIDA
IN GOD WE TRUST

Exhibit B

FLORIDA DEPARTMENT OF Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

NOTIFICATION OF ACCEPTANCE OF USE OF A GENERAL PERMIT

PERMITTEE:
Marion County Utilities
11800 SE US Highway 441
Belleview, FL 34420-4558
Bob Titterington, Utilities Engineering Manager

Email: bob.titterington@marioncountyfl.org

PERMIT NUMBER:	**0188240-003-DWC/CG**
ISSUE DATE:	March 17, 2021
EXPIRATION DATE:	March 16, 2026
COUNTY:	**Marion**
PROJECT NAME:	**Silver Springs Shores Unit 16**
CONNECTED TO:	**MCUD Silver Springs Shores WRF**
FACILITY ID:	**FLA296651**

Dear Mr. Titterington:

This letter acknowledges receipt of your Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System for the subject project. Our office received the Notice on March 10, 2021. This project includes the construction of 6428 LF of 8-inch gravity sewer with laterals and 32 manholes, one lift station and 690 LF of 3-inch force main.

This is to advise you that the Department does not object to your use of such General Permit.

Please note the attached requirements apply to your use of this General Permit for constructing the proposed domestic wastewater collection/transmission system.

You are further advised that the construction activity must conform to the description contained in your Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System and that any deviation will subject the permittee to enforcement action and possible penalties.

Sincerely,

Osama Mahmoud
Engineer
Permitting and Waste Cleanup Program

cc: Davis Dinkins, PE, Davis Dinkins Engineering, davis@dinkinsengineering.com
Charles LeGros, DEP, Charles.LeGros@dep.state.fl.us
Osama Mahmoud, DEP, osama.mahmoud@dep.state.fl.us
Reggie Phillips, DEP, reggie.phillips@floridadep.gov

9016-0206-17	Not Developed	THAKOORPERSAD SURENDRA	
9016-0206-18	Developed	BROWN WILLIAM F	6 SPRING LOOP DR
9016-0206-19	Not Developed	WORLD O WORLD CORP	
9016-0206-20	Developed	WRIGHT DEVEN	73 SPRING LOOP
9016-0206-21	Not Developed	SOUTHERN IMPRESSION HOMES LLC	
9016-0206-22	Developed	RANKIN FAMILY TRUST	69 SPRING LOOP
9016-0206-23	Developed	GELBER HELEN	65 SPRING LOOP
9016-0206-24	Not Developed	BCC PRODUCTIONS CORPORATION	
9016-0206-25	Developed	BLLM ENTERPRISES LLC	61 SPRING LOOP
9016-0206-26	Not Developed	AGUDELO OSCAR	
9016-0206-27	Developed	FILIPOWICZ RALPH A	57 SPRING LOOP
9016-0206-28	Not Developed	DWYER BRUCE J	
9016-0206-29	Not Developed	ZODA ANNE	
9016-0206-30	Not Developed	VIRNAN CHRIS	
9016-0206-31	Developed	BROWN WILLIAM F	12 SPRING LOOP CT
9016-0206-32	Developed	GARDNER STEVE	14 SPRING LOOP CT
9016-0206-33	Not Developed	SOUTHERN IMPRESSION HOMES LLC	16 SPRING LOOP CT
9016-0206-34	Not Developed	HUNTER GERALD	
9016-0206-35	Not Developed	PORTUESI GIACOMO	
9016-0206-36	Not Developed	JOHNSON LENNOX O	
9016-0206-37	Not Developed	BYERS KATHRYN S	
9016-0206-38	Developed	DACOSTA KERRY L	11 SPRING LOOP CT
9016-0206-39	Not Developed	DACOSTA KERRY L	
9016-0206-40	Not Developed	BRUCE IVOR	
9016-0207-01	Developed	MCKINLEY SHAWN A	9501 BAHIA RD
9016-0207-02	Not Developed	HYLTON BASIL	
9016-0207-03	Not Developed	PIERRE JEAN PATRICK LOUIS	
9016-0207-04	Developed	JOSEPH IRONIQUE P	8 BAHIA COURT TRCE
9016-0207-05	Developed	ARNOLD JACK R	10 BAHIA COURT TRCE
9016-0207-06	Not Developed	MARZOUCA M ENOLA	
9016-0207-07	Developed	CRAIG CHESTER	16 BAHIA COURT TRCE
9016-0207-09	Developed	BASS DEBORAH	20 BAHIA COURT TRCE
9016-0207-10	Not Developed	C & D EXPRESS DEVELOPMENT INC	
9016-0207-11	Not Developed	C & D EXPRESS DEVELOPMENT INC	
9016-0207-13	Developed	HUNT SHANIQUA NICOLE	19 BAHIA COURT TRCE
9016-0207-14	Not Developed	LUPO GASPER REV LVNG TRUST	
9016-0207-15	Not Developed	CLAIRVIL FRITZ M	
9016-0207-16	Developed	LUMPKIN GLENDA M	13 BAHIA COURT TRCE
9016-0207-17	Developed	RUANO ARIEL	11 BAHIA COURT TRCE
9016-0207-18	Developed	DUNCAN PATRICK	9 BAHIA COURT TRCE
9016-0207-19	Developed	HUDSON DELORES	7 BAHIA COURT TRCE
9016-0207-20	Developed	REID MARVALYN	5 BAHIA COURT TRCE
9016-0207-21	Developed	DIAZ MARIA	3 BAHIA COURT TRCE
9016-0207-22	Not Developed	CHAMBERS FERDINAND	
9016-0208-01	Developed	FERNANDEZ MERLIN C	2 BAHIA COURT PL
9016-0208-02	Developed	GANT JACQUELINE	4 BAHIA COURT PL
9016-0208-03	Developed	FISH BRITTNEY A	6 BAHIA COURT PL
9016-0208-04	Not Developed	FIDELUS SONIA	
9016-0208-05	Developed	THE THOMAS H CHADDUCK REV TRUST	10 BAHIA COURT PL
9016-0208-06	Not Developed	ADELMAN JOCELYN T	
9016-0208-07	Not Developed	BCC PRODUCTIONS CORPORATION	
9016-0208-08	Developed	COONEY GARY S	5 BAHIA COURT PL
9016-0208-09	Developed	MANNING CELENA M	5 BAHIA COURT WAY
9016-0208-10	Developed	ATENCIO ZOILO J	7 BAHIA COURT WAY
9016-0209-02	Developed	ALIAGA JORGE	6 BAHIA COURT WAY
9016-0209-03	Not Developed	PISACRETA JOSEPH	
9016-0210-06	Developed	GEORGE SHATERRICA	9498 BAHIA RD
9016-0210-07	Not Developed	THE GIGLIO FAMILY TRUST	
9016-0210-08	Not Developed	MELARAM BISENDRA	

PARCEL	STATUS	NAME	SITUS_1
9016-0205-01	Developed	BRUNACHE NESLIE	42 SPRING LOOP
9016-0205-02	Not Developed	NORZEA CLAUDE	
9016-0205-03	Developed	BELL YVONNE V	1 SPRING LOOP CT
9016-0205-05	Not Developed	ELLIOTT SIMEON	
9016-0205-06	Not Developed	LUCIEN SERGE	
9016-0205-08	Developed	CARROLL CARMEL JR	50 SPRING LOOP
9016-0205-09	Developed	ROUSE RANDY	52 SPRING LOOP
9016-0205-11	Not Developed	ROUSE RANDY	
9016-0205-12	Not Developed	FALIERO RONALD J TR	
9016-0205-13	Not Developed	BCC PRODUCTIONS CORPORATION	
9016-0205-14	Developed	IRONS ARTHUR W	62 SPRING LOOP
9016-0205-15	Not Developed	BCC PRODUCTIONS CORPORATION	
9016-0205-16	Not Developed	BCC PRODUCTIONS CORPORATION	
9016-0205-17	Not Developed	MARION COUNTY	68 SPRING LOOP
9016-0205-18	Developed	FOOTE EXFORD A TRUST	70 SPRING LOOP
9016-0205-19	Developed	PFLIEGER JOHN RICHARD	72 SPRING LOOP
9016-0205-20	Not Developed	LEON SAMUEL	
9016-0205-21	Not Developed	GHUNNEY ALBERT	
9016-0205-22	Not Developed	BCC PRODUCTIONS CORPORATION	
9016-0205-23	Not Developed	MENADIER BRIAN K	
9016-0205-24	Developed	MENADIER BRIAN K	82 SPRING LOOP
9016-0205-25	Developed	WALLACE DANIEL J	84 SPRING LOOP
9016-0205-26	Developed	SUBHAN AFZAL	86 SPRING LOOP
9016-0205-27	Developed	NUNES ANGELA	88 SPRING LOOP
9016-0205-28	Not Developed	GAGNE MARIA	
9016-0205-29	Not Developed	LUPO GASPER REVOCABLE LIVING TRUST	
9016-0205-30	Not Developed	BCC PRODUCTIONS CORPORATION	
9016-0205-31	Developed	SUTTON SIDNEY J	96 SPRING LOOP
9016-0205-32	Developed	CHARVONIEL SAMUEL R	98 SPRING LOOP
9016-0205-33	Developed	MOHABIR RAJENDRA	100 SPRING LOOP
9016-0205-34	Not Developed	BCC PRODUCTIONS CORPORATION	
9016-0205-35	Developed	LUCIANO LUZ M EST	104 SPRING LOOP
9016-0205-36	Developed	ESCUTIA MARILYN	103 SPRING LOOP
9016-0205-37	Developed	SCHNEIDER VICTOR	101 SPRING LOOP
9016-0205-38	Developed	KOLIAGA GREG	99 SPRING LOOP
9016-0205-39	Developed	COLON OSCAR	97 SPRING LOOP
9016-0205-40	Developed	HOWARD DEION BRUCE	95 SPRING LOOP
9016-0205-41	Developed	SANTIAGO LUIS M	91 SPRING LOOP
9016-0205-42	Developed	MENADIER BRADLEY D	14 SPRING CRSE
9016-0205-43	Developed	TORRES BORINQUEN M	12 SPRING CRSE
9016-0205-44	Developed	FIELDS DWAYNE A	10 SPRING CRSE
9016-0205-45	Developed	JACKSON LAKEVIA JANEE	8 SPRING CRSE
9016-0205-46	Developed	KNIGHT ANGELA	6 SPRING CRSE
9016-0205-47	Not Developed	BROWN MICHAEL LEE	
9016-0205-48	Developed	BROWN MICHAEL LEE	2 SPRING CRSE
9016-0206-01	Not Developed	BCC PRODUCTIONS CORPORATION	
9016-0206-02	Not Developed	THAKOORPERSAD SURENDRA	
9016-0206-03	Developed	COMRIE CHRISTOPHER	5 SPRING CRSE
9016-0206-04	Developed	KENNELLY MARY	7 SPRING CRSE
9016-0206-05	Not Developed	KEEM FAMILY TRUST	
9016-0206-06	Not Developed	KUSCHMIDER RONALD	
9016-0206-07	Not Developed	MALEADY EDWARD EST	
9016-0206-08	Developed	CLARKSON KEITH	75 SPRING LOOP
9016-0206-09	Developed	COX RODGER	3 SPRING LOOP DR
9016-0206-10	Not Developed	BCC PRODUCTIONS CORPORATION	
9016-0206-11	Not Developed	SCARLETT WILBERT G EST	
9016-0206-12	Developed	ARRAND BASIL JR	9 SPRING LOOP DR
9016-0206-13	Developed	CHINAPEN JOSEPH	11 SPRING LOOP DR
9016-0206-14	Not Developed	VALENZUELA RENE	
9016-0206-15	Not Developed	BASILE CONCETTA	
9016-0206-16	Not Developed	WILLIAMS LORNA	

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23399 **Agenda Date:** 7/7/2026 **Agenda No.:** 8.1.

SUBJECT:
Request Authorization to Proceed with Foreclosure Action for Code Enforcement Liens recorded against the Estate of Bonnie L. Fleig

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
This matter involves a property (PID 4760-012-005) that is a chronic nuisance. There have been code enforcement cases beginning in January 2021, with current code enforcement board liens recorded in the amount of $9,631.56. The property owner is deceased. The owner's son currently occupies the property and continues to maintain the property in a public nuisance condition, which 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 liens to resolve the nuisance. The Property Appraiser reports that the property is valued at $145,743.00, and the current taxes owed, inclusive of past due taxes, are $14,732.87.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to authorize County Attorney to proceed with foreclosure action against the Estate of Bonnie L. Fleig.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hough (Last) Robin (First) (Dept) Code Enforcement - 3440

(Title) Code Enforcement Manager (Phone) 352-671-8916

Signature [signature] Date Thursday, February 12, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☑ Draft Document ☐ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Case CE26-0539; Code Enforcement is seeking foreclosure action of Code Board liens totaling $9,631.56 recorded against Bonnie L Fleig Est, property located at 14273 SE 62nd Ct., Summerfield, 34491. Her son William Shrader is occupying the property and continues to maintain an enormous accumulation of junk on the property that annoys and injures the health of the community. Other heirs have been contacted and declared they have no interest in the property or in assisting Mr Shrader. Please review the supporting documentation for the Fleig liens located at "\\mcbcc1\dfs\Public\Code Enforcement Injunction Cases\4760-012-005 Bonnie L Fleig Est".

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: TBD

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-126

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:

RECEIVED
By Marion County Attorney-HF at Feb 13, 2026

☐ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☒ Other: Based upon review of the Code Enforcement cases, liens and attached summary, CAO will request BCC approval to proceed with foreclosure action.

Attorney Signature: Linda G. Blackburn Date February 23, 2026

Staff Signature: [signature] (Completed) Date: 02/23/26 Returned: ☐ Department ☐ Admin ☐ _____

BONNIE L FLEIG EST
14273 SE 62ND CT, SUMMERFIELD, FL 34491-7731
PID # 4760-012-005

Bonnie L Fleig Death Certificate June 2019
Son William Shrader occupies the property
Son John Michael Fleig - 93183 3rd St N, Pinellas Park, FL 33782 (443)722-9964
Son Jeffrey Fleig - 3621 61st Way N, St. Petersburg, FL 33710 (239)285-8163

Liens against owner/property:

Case # 873888

CEB lien recorded 8/16/2022	file # 2022119196	$ 3,000	daily fine accrual
	Administrative costs	$ 71.62	

Case # 899593

CEB lien recorded 4/22/2025	file # 2025052554	$ 500	repeat fine
		$ 6,000	daily fine accrual
	Administrative costs	$ 59.94	

Total liens and costs affiliated with the enforcement of county codes as they pertain to accumulations of junk, unserviceable vehicles are nine thousand six hundred thirty-one dollars and fifty-six cents ($9,631.56).

Case # 967640

1st Notice of Intent to Abate Nuisance Posted at property 12/30/2024
2nd Notice of Intent to Abate Nuisance Posted at property 1/13/2025

William Shrader claimed tenants were responsible for the violation while he was incarcerated on drug related charges. Considerable progress was made; however, compliance was not achieved.





Code Manager Robin Hough spoke with one of the other sons who expressed that he nor his brother want anything to do with their half-brother or this property.

CE26-0539
Currently there is an enormous amount of trash and debris accumulated on the property. Neighbors continue to complain about the garbage.






While Mr. Shrader has expressed he cannot afford to lose his home, the violation continues to exist. 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 deteriorate the property values of the surrounding parcels and the Belleview Hills Estates community.

MARION COUNTY, FL
CASE AND INSPECTION(S) DETAILS (CE26-0539)

Code Case

CE26-0539

Case Type:	Code Enforcement Code Case	**Open Date:**	01/13/2026	**Address:**	14273 SE 62ND CT
Status:	In Progress	**Closed Date:**			SUMMERFIELD,
Description:	GARBAGE ALL OVER. TRASH PILED UP TO BACK DOOR AND ALONG THE SIDE OF THE HOUSE, PREVIOUS CEB CASE 873888 & 899593. OCCUPYING RV.				

Contacts: Owner: BONNIE L FLEIG EST

Violation Code:	16-92(b)	**Violation Status:**	In Violation	**Citation Issue Date:**	01/16/2026
				Compliance Date:	01/16/2026
Code Description:	Marion County Code Chapter 16, Article III, Section 16-92.- Accumulation of junk; unserviceable vehicles.			**Resolved Date:**	
Corrective Action:	Remove all junk, litter, and debris from the property.				

CASE AND INSPECTION(S) DETAILS (CE26-0539)

Inspection(s)

040557-2026

Case Type:	GSCE Inspection	**Scheduled:**	01/15/2026	**Address:**	14273 SE 62ND CT
Status:	In Violation	**Actual Date:**	01/15/2026		SUMMERFIELD,
Comments:	01/15/2026 SA - Arrived at the listed location. I observed Household trash piles on the property and a trailer filled with junk & debris. Photos taken and as this is a 2 time repeat case 873888 & 899593 with be given to Manager Hough.				

Attached Images



Added on: 01-16-2026 (Direct Link)

Notes: 01/15/2026 Photos taken by CEO Anderson



Added on: 01-16-2026 (Direct Link)

Notes: 01/15/2026 Photos taken by CEO Anderson



Added on: 01-16-2026 (Direct Link)

Notes: 01/15/2026 Photos taken by CEO Anderson



Added on: 01-16-2026 (Direct Link)

Notes: 01/15/2026 Photos taken by CEO Anderson



Added on: 01-16-2026 (Direct Link)

Notes: 01/15/2026 Photos taken by CEO Anderson



Added on: 01-16-2026 (Direct Link)

Notes: 01/15/2026 Photos taken by CEO Anderson

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 08/16/2022 09:00:56 AM
FILE #: 2022119196 OR BK 7855 PG 1042
REC FEES: $10.00 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

FINAL ADMINISTRATIVE ORDER OF
THE MARION COUNTY CODE ENFORCEMENT BOARD

This cause having come before the Code Enforcement Board of Marion County, Florida on **June 08, 2022**, on the petition of Marion County for an Order imposing a fine in Case Number **873888** and the Board having considered the Affidavit of Continuing Violation filed therein, it is hereby found and ordered that:

1. The violation(s) of **Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles** , on real property located at **14273 SE 62ND CT, SUMMERFIELD, Parcel No. 4760-012-005,** Marion County, Florida, was (were) not brought into compliance on or before **June 02, 2022,** as required by the previous Order of this Board dated **May 13, 2022.**

2. In accord with the previous Order of this Board which is incorporated herein by reference, there is hereby imposed upon **BONNIE L FLEIG EST,** a fine in the amount of **fifty dollars ($50.00) per day, beginning June 03, 2022,** for each day the violation(s) continue(s) past the date set for compliance, which shall continue to accrue daily unless and until the violation(s) is (are) cleared or until extinguished by law. The fine has reached its maximum amount and the amount of the Code Enforcement lien is **three thousand dollars ($3,000.00). The collection agency fee and administrative costs will also be added to the total payoff amount and the lien will be reported to credit bureaus.**

3. The violator(s) shall notify the Code Inspector in writing immediately when the violation(s) has (have) been brought into compliance. ***IT IS THE RESPONSIBILITY OF THE RESPONDENT(S) TO NOTIFY CODE ENFORCEMENT AT (352) 671-8900, ON OR BEFORE THE COMPLIANCE DATE TO DEMONSTRATE TO MARION COUNTY'S SATISFACTION THAT THE VIOLATION(S) HAVE BEEN CORRECTED.***

4. The violator(s) has (have) the right to file a petition for writ of certiorari to the Circuit Court to appeal the decision of the Board. An appeal must be filed with the Circuit Court within thirty (30) days of the date of this Order. Section 162.11, Florida Statutes, provides as follows:

   162.11 Appeals - An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Code Enforcement Board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

5. Failure to comply with this Order within the specific times set forth above will result in the recordation of this Order in the Public Records. This order shall be a lien against any non-homestead real property or personal property now owned by the violator, and any non-homestead real property or personal property which violator may own in the future, until the satisfaction of this order. Such lien may be foreclosed and the property sold to enforce such lien. If such lien is filed, you will be assessed all cost incurred in recording and satisfying this lien.

The holder of this order and the lien hereunder is the Marion County Board of County Commissioners, with the address of 601 SE 25th Avenue, Ocala, FL 34471.

DONE AND ORDERED by the Code Enforcement Board of Marion County, Florida, this **13** day of **June, 2022.**

MARION COUNTY
CODE ENFORCEMENT BOARD

By: _____
Tom Gaver, Vice - Chairperson

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Order has been furnished to **BONNIE L FLEIG EST, 14273 SE 62ND CT, SUMMERFIELD, FL 34491-7731,** by certified mail **7021-1970-0000-7466-6040, FLORIDA GOVERNMENTAL UTILITY AUTHORITY, 280 WEKIVA SPRINGS RD, STE 2070, LONGWOOD, FL 32779,** by certified mail **7021-1970-0000-7466-6057,** this **13** day of **June, 2022.**

I HEREBY CERTIFY THAT THE FOREGOING DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINIAL
_____
CLERK
MARION COUNTY CODE ENFORCEMENT

MARION COUNTY CLERK CODE ENFORCEMENT BOARD

_____
Board Secretary

LEFT BLANK FOR RECORDING PURPOSES ONLY

Prepared by
Marion County Code Enforcement Division
2710 E. Silver Springs Blvd
Ocala, Florida 34470

FINAL ADMINISTRATIVE ORDER OF
THE MARION COUNTY CODE ENFORCEMENT BOARD

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 04/22/2025 08:22:18 AM
FILE #: 2025052554 OR BK 8591 PG 1043
REC FEES: $10.00 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

This cause having come before the Code Enforcement Board of Marion County, Florida on **April 12, 2023,** on the petition of Marion County for an Order imposing a fine in Case Number **899593** and the Board having considered the Affidavit of Continuing Violation filed therein, it is hereby found and ordered that:

1. The violation(s) of **Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, and Marion County Code, Chapter 2, Article V, Sections 2-205(c) and 2-207(a); Repeat violation,** on real property located at **14273 SE 62ND CT, SUMMERFIELD, Parcel No. 4760-012-005,** Marion County, Florida, was (were) not brought into compliance on or before **March 30, 2023,** as required by the previous Order of this Board dated **March 10, 2023.**

2. In accord with the previous Order of this Board which is incorporated herein by reference, there is hereby imposed upon **BONNIE L FLEIG EST,** to pay a fine of **five hundred dollars ($500.00) for repeating said violation(s)** and a fine in the amount of **one hundred dollars ($100.00) per day, beginning March 31, 2023,** for each day the violation(s) continue(s) past the date set for compliance, which shall continue to accrue daily unless and until the violation(s) is (are) cleared or until extinguished by law. The fine has reached its maximum amount and the amount of the Code Enforcement lien is **six thousand dollars ($6,000.00). The collection agency fee and administrative costs will also be added to the total payoff amount and the lien will be reported to credit bureaus.**

3. The violator(s) shall notify the Code Inspector in writing immediately when the violation(s) has (have) been brought into compliance. ***IT IS THE RESPONSIBILITY OF THE RESPONDENT(S) TO NOTIFY CODE ENFORCEMENT AT (352) 671-8900, ON OR BEFORE THE COMPLIANCE DATE TO DEMONSTRATE TO MARION COUNTY'S SATISFACTION THAT THE VIOLATION(S) HAVE BEEN CORRECTED.***

4. The violator(s) has (have) the right to file a petition for writ of certiorari to the Circuit Court to appeal the decision of the Board. An appeal must be filed with the Circuit Court within thirty (30) days of the date of this Order. Section 162.11, Florida Statutes, provides as follows:

   162.11 Appeals - An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Code Enforcement Board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

5. Failure to comply with this Order within the specific times set forth above will result in the recordation of this Order in the Public Records. This order shall be a lien against any non-homestead real property or personal property now owned by the violator, and any non-homestead real property or personal property which violator may own in the future, until the satisfaction of this order. Such lien may be foreclosed and the property sold to enforce such lien. If such lien is filed, you will be assessed all cost incurred in recording and satisfying this lien.

The holder of this order and the lien hereunder is the Marion County Board of County Commissioners, with the address of 601 SE 25th Avenue, Ocala, FL 34471.

DONE AND ORDERED by the Code Enforcement Board of Marion County, Florida, this **18** day of **April, 2023.**

I HEREBY CERTIFY THAT THE FOREGOING DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINIAL
Patricia Jemeus
CLERK
MARION COUNTY CODE ENFORCEMENT

MARION COUNTY CODE ENFORCEMENT CLERK

MARION COUNTY
CODE ENFORCEMENT BOARD
By: F. Joe Krim Jr.
F. Joe Krim Jr., Chairperson

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Order has been furnished to **BONNIE L FLEIG EST, 14273 SE 62ND CT SUMMERFIELD, FL 34491-7731,** by certified mail **7021-0950-0000-8622-0949, and LN: FLORIDA GOVERNMENTAL UTILITY AUTHORITY, 280 WEKIVA SPRINGS RD STE 2070, LONGWOOD, FL 32779,** by certified mail **7021-0950-0000-8622-0956,** this **18** day of **April, 2023.**

Mary A Vazquez
Board Secretary

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

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

2026 Property Record Card

4760-012-005

GOOGLE Street View

Prime Key: 2962909 | MAP IT+ | Current as of 2/22/2026

Property Information

FLEIG BONNIE L EST
14273 SE 62ND CT
SUMMERFIELD FL 34491-7731

Taxes / Assessments:
Map ID: 238
Millage: 9001 - UNINCORPORATED

M.S.T.U.
PC: 02
Acres: .28

Situs: 14273 SE 62ND CT SUMMERFIELD

2025 Certified Value

Land Just Value	$22,200		
Buildings	$122,297		
Miscellaneous	$1,246		
Total Just Value	$145,743	Impact	($31,575)
Total Assessed Value	$114,168	Ex Codes:	
Exemptions	$0		
Total Taxable	$114,168		
School Taxable	$145,743		

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2025	$22,200	$122,297	$1,246	$145,743	$114,168	$0	$114,168
2024	$21,000	$121,378	$1,246	$143,624	$103,789	$0	$103,789
2023	$15,500	$121,438	$1,301	$138,239	$94,354	$0	$94,354

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
DETH/REGS	06/2019	71 DTH CER	0	U	I	$100
UNRE/INST	09/2016	71 DTH CER	0	U	I	$100
4095/0298	07/2005	07 WARRANTY	2 V-SALES VERIFICATION	Q	I	$89,000
4095/0295	01/2005	71 DTH CER	0	U	I	$100
2892/1820	12/2000	07 WARRANTY	3 DEVELOPER SALE	U	V	$16,995
2851/1662	09/2000	31 CERT TL	0	U	I	$100
2566/0087	10/1998	07 WARRANTY	3 DEVELOPER SALE	U	V	$15,400

Property Description

SEC 18 TWP 17 RGE 23
PLAT BOOK G PAGE 031
BELLEVIEW HILLS ESTATES
BLK 12 LOT 5

Parent Parcel: 4760-000-000

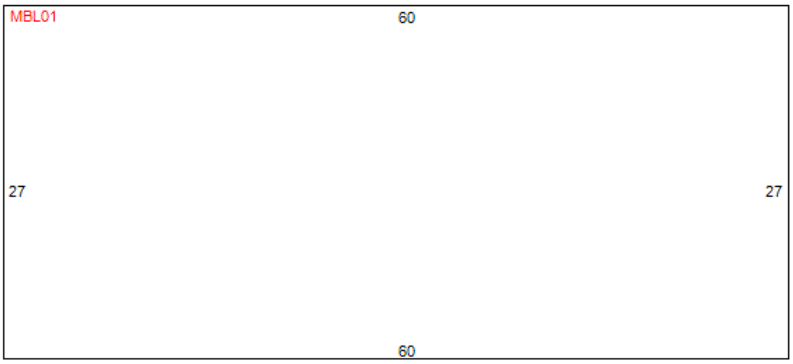
Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
0200		100.0	120.0	R4	1.00	LT						
Neighborhood 9402												
Mkt: 10 70												

Traverse

Building 1 of 1
MBL01=U27R60D27L60.

Privacy - Terms



Building Characteristics

Improvement	MH - MOBILE - MOBILE HOME RESID
Effective Age	6 - 25-29 YRS
Condition	4
Quality Grade	600 - AVERAGE
Inspected on	5/19/2025 by 181

Year Built 2001
Physical Deterioration 0%
Obsolescence: Functional 0%
Obsolescence: Locational 0%
Architecture 2 - MBL HOME
Base Perimeter 174

Type	ID Exterior Walls	Stories	Year Built	Finished Attic	Bsmt Area	Bsmt Finish	Ground Floor Area	Total Flr Area
MBL	01 21 - MH VINYL SIDING	1.00	2001	N	0 %	0 %	1,620	1,620

Section: 1

Roof Style: 10 GABLE
Roof Cover: 08 FBRGLASS SHNGL
Heat Meth 1: 22 DUCTED FHA
Heat Meth 2: 00
Foundation: 3 PIER
A/C: Y

Floor Finish: 24 CARPET
Wall Finish: 18 DRYWALL-PAPER
Heat Fuel 1: 10 ELECTRIC
Heat Fuel 2: 00
Fireplaces: 0

Bedrooms: 3
4 Fixture Baths: 1
3 Fixture Baths: 1
2 Fixture Baths: 0
Extra Fixtures: 3

Blt-In Kitchen: Y
Dishwasher: Y
Garbage Disposal: N
Garbage Compactor: N
Intercom: N
Vacuum: N

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
190 SEPTIC 1-5 BTH	1.00	UT	99	1998	2	0.0	0.0
144 PAVING ASPHALT	1,300.00	SF	5	2002	1	0.0	0.0
105 FENCE CHAIN LK	210.00	LF	20	2002	1	0.0	0.0

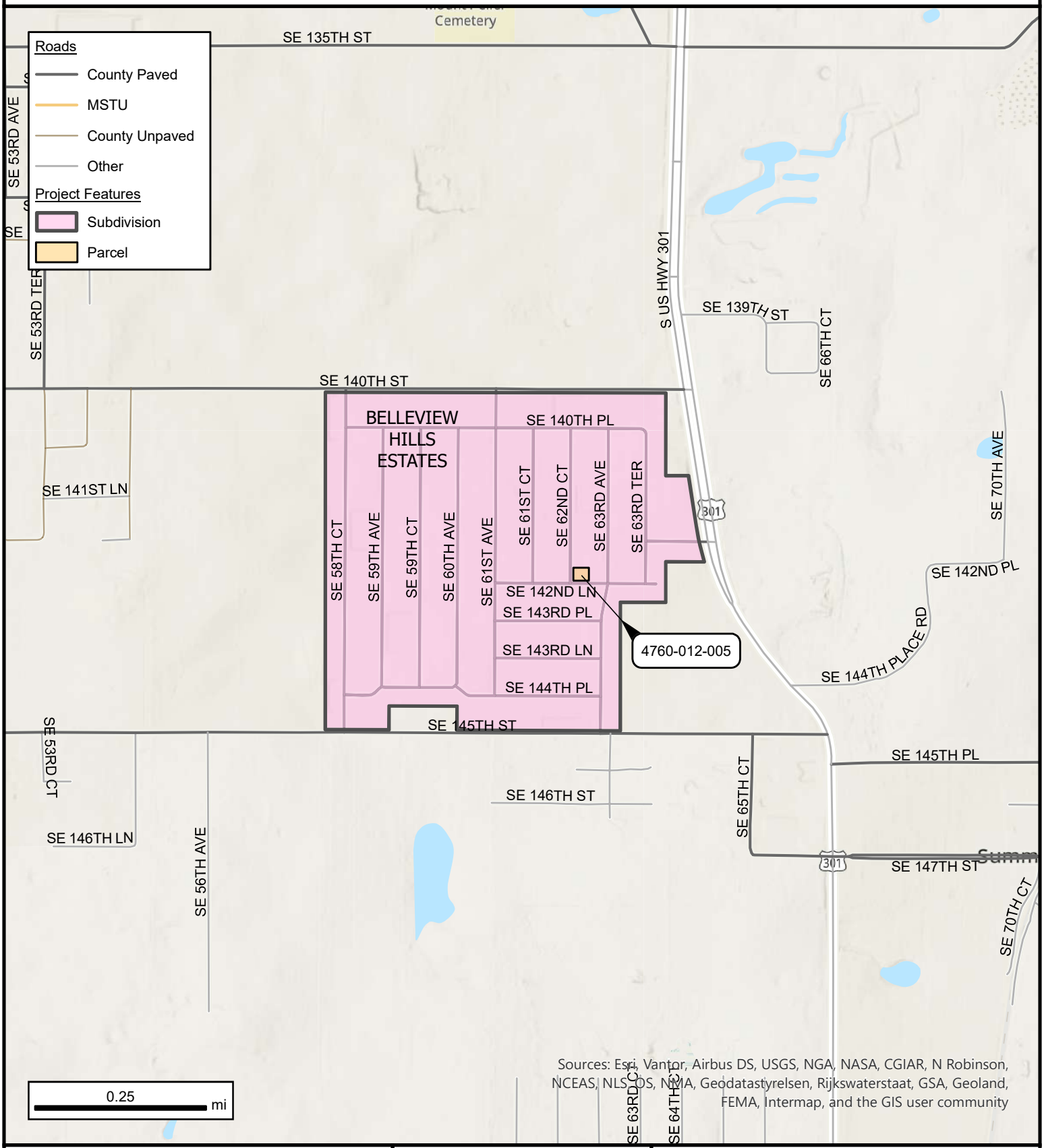
Appraiser Notes

11/2011 REVIEW
EST YR BLT FOR 144,105.
ADU N/A

Planning and Building
** Permit Search **

Permit Number	Date Issued	Date Completed	Description
M060149	6/1/2001	6/1/2001	SHED
M050151	5/1/2001	5/1/2001	MOBILE REPLACEMENT
1028016	10/1/1998	11/1/1998	MH

Fleig foreclosure
PID: 4760-012-005



File Path:
\\mcbcc1\dfs\GIS_TR\Jason.Freeman\Engineering Services\Maps\MCBCC

Author: Jason Freeman
Printed: June 29, 2026

Scale: 1:12,000

Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23400 **Agenda Date:** 7/7/2026 **Agenda No.:** 8.2.

SUBJECT:
Request Authorization to Proceed with the Filing of Legal Action for an Abatement of a Nuisance (Remove Unsafe Building/Structure) on Property Owned by James Travis and Peggy Travis (Parcel No. 5020-002-009)

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
The County Attorney is requesting authorization to proceed with the filing of a complaint to abate a nuisance and remove unsafe buildings/structures on property currently owned by James Travis and Peggy Travis, Parcel No. 5020-002-009. The property owners have not responded to the notices sent to the Mississippi address of record or posted at the subject property. Squatters currently occupy the property and are maintaining the property in a public nuisance condition including constructing unpermitted structures and keeping unserviceable vehicles and junk on site. Code Enforcement is within its authority to abate the nuisance by removing the unsafe structures; however, due to the property being occupied and there being no contact with a readily identifiable owner, the County Attorney recommends filing an enjoinment of nuisance action with the Fifth Judicial Circuit Court to obtain a Court Order to allow the removal of the unsafe structures, junk and unserviceable vehicles on the property.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to authorize County Attorney to proceed with legal action for the abatement of a nuisance by removing unsafe structures.

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 Date Wednesday, February 4, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- [x] Draft Document
- [ ] Approve as to Form
- [ ] RESUBMIT LRM No. _____
- [ ] Legal Opinion
- [ ] Other

Description of Request

Case 962103; Code Enforcement is seeking an injunction for the removal of unsafe building(s), junk and unserviceable vehicle(s) on the property at 20085 SE 140TH ST, UMATILLA, folio 5020-002-009, owned by James Travis & Peggy Travis. The property is being occupied by people that cannot clear the unsafe bldg violation by obtaining the necessary permit to repair, replace or demolish the burnt primary residential structure. The same occupant(s) built structures without permits. Copies of all the code case records are available on the Public drive:
"\\mcbcc1\dfs\Public\Code Enforcement Injunction Cases\5020-002-009 James & Peggy Travis"

For more information or discussion, contact:
- [x] Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item?
- [x] Yes
- [ ] No

Agenda Date: TBD

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-103

Assigned to:
- [ ] Matthew Guy Minter, County Attorney
- [ ] Dana E. Olesky, Chief Asst. County Attorney
- [x] 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
- [x] Other: See attached memorandum recommending BCC approval to proceed with abatement of nuisance legal action.

Date Received:

RECEIVED
By Marion County Attorney-HF at Feb 05, 2026

Attorney Signature: Linda J. Blackburn Date February 23, 2026

Staff Signature: _____ (Completed) Date: 02/23/26 Returned: [ ] Department [ ] Admin [ ] _____

Marion County
Board of County Commissioners

County Attorney

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2330
Fax: 352-438-2331

LRM OUTCOME MEMORANDUM

TO: Robin Hough, Code Enforcement Manager

FROM: Linda G. Blackburn, Assistant County Attorney

DATE: February 23, 2026

SUBJECT: LRM 2026-103 (received February 5, 2023)

You have requested the institution of an action sounding in the enjoinment of a nuisance pursuant to Fla. Stat. §§ 60.05, 60.06 and 823.05, and more specifically a judicially approved injunction to remove unsafe buildings and junk on property located at 20085 SE 140th Street, Umatilla FL (Parcel ID 5020-002-009), as all known owners are either deceased or their whereabouts are unknown.

Factual Background:
Pursuant to the Property Appraisers records, the Property is currently owned by James Travis and Peggy Travis, for whom no contact has been able to be obtained. It is believed that Peggy Travis may be deceased and James Travis may be residing in Georgia. Neither owner has responded to any notices provided concerning the property. Pursuant to Code Enforcement Records, the property is currently being occupied by individuals who have no ownership rights in the property, cause continued code violations and cannot clear certain violations because they lack the ability to obtain proper permitting to repair, replace or demolish the structures on the property deemed unsafe.

This property and the unsafe structures upon it came to Code Enforcement's attention upon CEO Thomas Sapp conducting an investigation of property to the immediate west of this property which has a similar parcel owner (James Edwin Travis). Upon the initial inspection in August 2024, it was immediately apparent that there existed unsafe structures on the property that were missing walls and windows, as well as an accumulation of junk and litter.

The Unsafe Structure Affidavit was immediately generated and signed on August 13, 2024, and notices of the unsafe structure and the junk and litter violation were mailed and posted to the property on August 14, 2024. Following no response from any owner or occupant, Code Enforcement published in the paper its proposal for destruction of the unsafe structures on September 11, 18, 25, and October 2, 2024. Again, no response was received from any owner or occupant. On January 27, 2025, the property was again inspected and the unsafe structures remained, as well as dogs on the property heard to be barking and loud music coming from within one of the structures; however, tarps had been placed over the fence making observation difficult. On February 3, 2025, this matter was referred to Building Safety for their inspection and permitting violations.

On December 9, 2025, a complaint was received from "Chris" advising that he was concerned about the unauthorized inhabitants on the property. Thereafter, December 16, 2025, the property was posted (and mailed) the 10-day notice for abatement of the nuisance. On December 23, 2025, the property was posted (and certified mail sent) with the 15-day notice of abatement of the nuisance. Finally, on January 27, 2026, the property was posted (and certified mail sent) with its final notice for abatement of the nuisance.

This community has other properties that suffer from unauthorized occupants and resulting code violations and criminal conduct, the accumulation of junk, as well as other issues. It is known that at least one of the individuals on this property, Amberlee Thomas, was found squatting on another property (20121 SE 141st Street, before being found on the subject property.

Legal Considerations:
Section 5.5–31, Marion County Code of Ordinances, adopts section 116, Florida Building Code, and provides that "*Unsafe building abatement.* All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of the Marion County Code.

Section 16-92, Marion County Code of Ordinances, prohibits the maintenance of unserviceable vehicles and the accumulation of junk except for junk stored in enclosed litter receptacles or collection containers, or completely enclosed buildings; junk which will not fit into standard-sized litter receptacles or curbside containers and which is set out at curbside for no more than ninety-six (96) hours for collection and removal; junk stored in a lawfully established and maintained junkyard or solid waste management facility; and accumulations of vegetative wastes in an agricultural zoning district.

In as much as the owners are either deceased or otherwise unreachable and the current occupants are continuing to occupy the unsafe structures on the property and are continuing to violate Marion County Code of Ordinances, thereby creating a danger to the health and safety of the surrounding community, as well as annoying, disturbing and injuring the surrounding residential community, there exists a nuisance on this property (as defined in Fla. Stat. § 823.05), and the County stands in a position to be able to request judicial action to enjoin the nuisance.

Conclusion:
I share staff's assessment that until the County removes the unsafe structures which are attracting non-owner occupants and other negative elements, the property and the surrounding residential community will continue to deteriorate. I also agree that due to there being no known living property owners, the additional safeguard of having judicial oversight to enjoining the nuisance is preferable to simple abatement.

Accordingly, and in conformance with prior and similar legal actions, I recommend the matter be placed on BCC's agenda for review of the matter and approval of this specific type of action being allowed to proceed through the court to remedy the nuisance.

Code Case Detail Report

CDPR4204 - Code Case Detail Report

CASE NBR: 962103 **AO NBR:** 665752

OLD CASE NBR | STATUS: OPEN | INSPECTOR: DURBIN, DIANNA

CASE TYPE: STRUCTURAL | FOLIO NBR: 5020-002-009

AO INFORMATION

OPEN_DATE 7/26/2024 OPEN_USER CE344TS

COMPL_NAME CEO SAPP COMPL_PHONE

COMPL_ADDRESS COMPL_FAX

CASE INFORMATION

ADDR NBR: 171371 LOCATION: 20085 SE 140TH ST, UMATILLA

OPEN DATE: 08/13/2024 DISPOSITION

CLOSE DATE: DISP BY: DISP DATE:

DIRECTIONS:

CATEGORY: **CE - JUNK & DEBRIS**

PRIORITY: 0 LAST VISIT ID: 635250 ZIP: 390950216

HEARING DATE: CONTACT?:

PHYSICAL FILE ID:

DESCRIPTION:

PRIMARY STRUCTURE AND SHED UNSAFE, JUNK AND LITTER ON THE PROPERTY

CONTACT INFORMATION:

TRAVIS JAMES

PHONE: FAX:

TENANT INFORMATION:

TRAVIS JAMES

PHONE: FAX:

OWNER INFORMATION:

JAMES TRAVIS & PEGGY TRAVIS
PO BOX 216
LEXINGTON, MS 39095

PHONE: FAX:

VIOLATOR INFORMATION:

JAMES TRAVIS & PEGGY TRAVIS
PO BOX 231
LEXINGTON, MS 39095

PHONE: FAX:

COMPLAINANT INFORMATION:

NAME/ADDRESS: PHONE: FAX:

CEO SAPP

ACTION ORDER NOTES:

Big scrub se 182nd avenue rd// TL se 202nd Ter//TL SE 141st St// TR ar dead end and follow curve around.

VISITS:

CASE NBR: 962103 **AO NBR:** 665752

OLD CASE NBR STATUS: OPEN INSPECTOR: DURBIN, DIANNA

CASE TYPE: STRUCTURAL FOLIO NBR: 5020-002-009

	VISIT NBR	INSPECTOR	NAME	SCHEDULED DATE	VISIT DATE	NBR DAYS COMP
4	637779	CE344DD	DURBIN, DIANNA	09/03/2024	10/16/2024	

- Checked court cases, public records for newly recorded deeds, mortgage, LPs, foreclosure, probate, etc.
- Verified Address of Record is up to date
- Verified owner information
- Researched possible probate status

researched public records for deeds, LP, forclosures, liens mortgages, tax deeds and no permits on file.

6	643050	CE344DD	DURBIN, DIANNA	10/24/2024	11/22/2024	

received aff of advertising and aff of posting at courthouse

3	635683	CE344NL	LASHER, NICKOLE	08/22/2024	08/26/2024	

I researched the owners information with RH2 on Peoples first. I have a number for James E. Travis. I left two messages and never heard back. I will send a copy of the NOUS to Charlie Travis. I will also advertise and send the NOUS reg mail.

7	646890	CE344DD	DURBIN, DIANNA	12/02/2024	01/27/2025	

DD On 1/27/25 at 9:51 A.M. I re-inspected and the house is still unsafe I could hear loud music coming from a structure built around a tree. There are several dogs barking but is is har to see property due to all the tarps on the fencing. No contact with owner and no chnages in records

- Checked court cases, public records for newly recorded deeds, mortgage, LPs, foreclosure, probate, etc.
- Verified Address of Record is up to date
- Verified owner information
- Researched possible probate status

1	635250	CE344NL	LASHER, NICKOLE		08/12/2024	

3:12 pm I observed a structure with missing walls and windows, a utility building/shed that was also missing walls. Accumulation of junk and litter on the property. TS is working a case with the same property owner directly to the north of this property.

5	642856	CE344DD	DURBIN, DIANNA	10/23/2024	10/17/2024	

10/17/24 posting to courthouse

	683987	CE344DD	DURBIN, DIANNA	12/22/2025		

8	653596	CE344DD	DURBIN, DIANNA	02/03/2025	01/29/2025	

I forwarded photos of the 2 story structure to R Arbuckle in Building Saftey . He advised he will open a case against the structure with no permit. I asked him to update me. I am holding this case until Building dept does their investigation.

10	683681	CE344DD	DURBIN, DIANNA	11/21/2025	09/23/2025	

DD 9/23/25 at 10:06 a.m. Still occupied no changes in structures/permits. I will continue to monitor

2	635252	CE344NL	LASHER, NICKOLE	08/19/2024	08/15/2024	

11:36 am I posted the NOUS, checklist, and placard. Photo taken.

9	683679	CE344DD	DURBIN, DIANNA	02/28/2025	09/22/2025	

DD no change in ownership and no progress by the building dept. I will monitor

LETTERS:

CASE NBR: **962103** **AO NBR:** **665752**

OLD CASE NBR STATUS: OPEN INSPECTOR: DURBIN, DIANNA

CASE TYPE: STRUCTURAL FOLIO NBR: 5020-002-009

REF TYPE	LETTER NAME	RQST DATE	PRINT DATE	SEND DATE	STATUS
CC	SIGNED CHECKLIS'	08/14/2024			ACTV
CC	NOTICE OF UNSAF	08/14/2024			ACTV
CC	JUNK AND LITTER	08/14/2024			ACTV
CC	NOUS REG MAIL	09/04/2024			ACTV
CC	ADVERTISE 60 AB	09/04/2024			ACTV
CC	AFF OF PUBLICAT	10/04/2024			ACTV
CC	NOTICE OF UNSAF	10/16/2024			ACTV
CC	30 DAY NOUS REG	10/16/2024			ACTV
CC	JUNK AND LITTER	10/16/2024			ACTV
CC	J&L LETTER REG I	10/16/2024			ACTV
CC	ADVERTISE 30 AB	10/16/2024			ACTV
CC	AFF OF POSTING	10/17/2024			ACTV
CC	AFFIDAVIT OF AD'	11/22/2024			ACTV

VIOLATIONS:

STATUS	GROUP	CODE	VIOL. DATE	DESCRIPTION/REMARKS
VIOLATION	HST	116	8/12/2024	UNSAFE STRUCTURE

IMAGES:

IMAGE DATE	IMAGE DESCRIPTION
1/28/2025	DD 1/28/25 unsafe structure with mor structures added
1/28/2025	DD 1/28/25 unsafe structure with mor structures added
1/28/2025	DD 1/28/25 unsafe structure with mor structures added
1/28/2025	DD 1/28/25 unsafe structure with mor structures added
1/28/2025	DD 1/28/25 unsafe structure with mor structures added
1/28/2025	DD 1/28/25 unsafe structure with mor structures added
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1/28/2025	DD 1/28/25 unsafe structure with mor structures added
1/28/2025	DD 1/28/25 unsafe structure with mor structures added
1/27/2025	DD 1/27/25 at 9:51 a.m. photos to send out to quote. no improvements on the property
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1/27/2025	DD 1/27/25 at 9:51 a.m. photos to send out to quote. no improvements on the property
10/16/2024	DD posted property with 2nd NOUS 30 day
10/16/2024	DD posted property with 2nd NOUS 30 day
8/15/2024	11:36 am At 20085 SE 140th St. Unsafe structure and junk violations. Posted NOUS. Photo taken by N.Lasher.
8/12/2024	3:12 pm At 20085 SE 140th St. Unsafe structure and junk violations. Photo taken by N.Lasher.
8/12/2024	3:12 pm At 20085 SE 140th St. Unsafe structure and junk violations. Photo taken by N.Lasher.
8/12/2024	3:12 pm At 20085 SE 140th St. Unsafe structure and junk violations. Photo taken by N.Lasher.
9/23/2025	DD 9/23/25 at 10:06 a.m. Unsafe/unpermited structures
9/23/2025	DD 9/23/25 at 10:06 a.m. Unsafe/unpermited structures
9/23/2025	DD 9/23/25 at 10:06 a.m. Unsafe/unpermited structures
9/23/2025	DD 9/23/25 at 10:06 a.m. Unsafe/unpermited structures
9/23/2025	DD 9/23/25 at 10:06 a.m. Unsafe/unpermited structures

NOTES:

CODE CASE ACTIVITY REPORT 962103
FOR MARION COUNTY, FL

Case Type:	GSCE Unsafe Structure Abatement	**Assigned To**	Dianna Durbin	**Opened Date:**	08/13/2024
Address:	20085 Se 140Th St, Umatilla	**Status:**	In Progress	**Closed Date:**	

Activity Date	Created By	Activity Type	Activity Name	Comments
08/26/2024	Nickole Lasher	Case Notes	CASE NOTES	I researched the owners information with RH2 on fastpeoplesearch.com. I have a number for James E. Travis. I left two messages and never heard back. I will send a copy of the NOUS to Charlie Travis. I will also advertise and send the NOUS reg mail.
10/16/2024	Dianna Durbin	Case Notes	CASE NOTES	- Checked court cases, public records for newly recorded deeds, mortgage, LPs, foreclosure, probate, etc. - Verified Address of Record is up to date - Verified owner information - Researched possible probate status researched public records for deeds, LP, forclosures, liens mortgages, tax deeds and no permits on file.
11/22/2024	Dianna Durbin	Case Notes	CASE NOTES	received aff of publication and aff of posting at courthouse
01/29/2025	Dianna Durbin	Case Notes	CASE NOTES	I forwarded photos of the 2 story structure to R Arbuckle in Building Saftey . He advised he will open a case against the structure with no permit. I asked him to update me. I am holding this case until Building dept does their investigation.
09/22/2025	Dianna Durbin	Case Notes	CASE NOTES	DD no change in ownership and no progress by the building dept. I will monitor
12/09/2025	Dianna Durbin	Phone Call		I received a call from Chris 407-284-2257 he is concerned about the squatters. I spoke to Manager Hough she advised to send an injunction.
	Dianna Durbin	Mailing checklist		verifeid all records and also had Manager Houg research. Both owners are possible deceased unable to locate and current information on either person and phone number located have been DN
	Dianna Durbin	Injunction		12/09/2025 1st Notice of Intent to Abate Nuisance letter mailed by cert mail and posted at property
12/10/2025	Dianna Durbin	Phone Call		CALLED CHRIS (RP) AND ADVISED HIM WE ARE MOVING AHEAD WITH AN INJUNCTION AND THAT THIS WILL TAKE AWHILE. IF ANY QUESTIONS PLEASE CALL ME.
12/16/2025				

CODE CASE ACTIVITY REPORT (962103)

Activity Date	Created By	Activity Type	Activity Name	Comments
	Dianna Durbin	Posted Notice	POST INJUNCTION	On 12/12/25 DD I mailed by certified mail and posted the property with an injunction notice giving them 10 days. I observed a car running on the property and Manger Hough ran the tag and it belongs to Amberlee Thomas she was previously squatting at 20121 SE 141st in the same subdivision.
12/23/2025	Dianna Durbin	Posted Notice	POSTED INJUNCTION 15 DAY	12/23/25 DD Posted 15 day Injunction at property and sent cert mail to address of record.
01/20/2026	Robin Hough	Case Notes	Notice mailed to alt GA address for owners	01/20/2026 CEM R Hough researched owners on internet. Found possible evidence Peggy Travis died 6/16/2010 and another address for James Travis now in Thomasville GA. Sent a modified community spirit unsafe structure letter to the GA address with copies of the injunction letters requesting contact upon receipt of my letter.
01/27/2026	Robin Hough	Injunction	2nd Notice of Intent to Abate Nuisance	2nd Notice of Intent to Abate Nuisance letter drafted
	Robin Hough	Mailing checklist	2nd Notice of Intent to Abate Nuisance	12/22/2025 DD

Marion County Building Safety
Unsafe Building Checklist

Action Order # 962103-NL Parcel # 5020-002-009
Address of Structure: 20085 SE 140TH ST UMATILLA
Type of Structure: 1964 SFR & ADU Utility building/shed Type of Damage: Dilapidated
Date of Site Visit: 8/12/2024 Time: 3:12 pm
Code Enforcement Officer: Nickole Lasher 352-671-8900

General Information
Power Company:_____ Power ON _____ OFF _____
Water: Well X Central (City) _____
Septic System: X Central Sewer (Public) _____
Natural or LP Gas: No_ Yes _____ Gas Company: _____
☒ Exterior inspected ☐ Interior inspected

Areas of Inspection	Pass	Fail	Remarks
Electrical – *check electrical equipment for safety and working conditions* Electrical Service			
Sub-panels and disconnects Feeder and circuit wiring			
Devices, fixtures, smoke detectors and appliances Well and sewage electrical equipment			
Plumbing Drainage system Water Distribution			
All fixtures set and secured Sewer/Septic			
Water service			
Structural- *check structural items for damage and decay* Footings			
Walls		X	Missing or removed
Roof			
Check all stairs, landings and handrail for compliance Lack of adequate egress which constitutes a fire hazard			
Windows and doors (can building be secured?)		X	Unsecured
Mechanical Gas line configuration			
Flue Vent Combustion air provisions			
Gas appliance clearances			
Sanitation Decay, damage or vermin infestation		X	
Unsanitary for purpose which building is being used		X	Open to the elements

REMARKS *overall condition of site:* Structure is not habitable in its current condition.

☒ This structure is unsafe. ☐ This structure is not unsafe.

Nickole Lasher
Inspector's Signature

Michael Savage, Building Official

8-13-24
Date

Marion County
Board of County Commissioners
Growth Services • Code Enforcement
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

Case No. 962103-DD

December 9, 2025

JAMES TRAVIS & PEGGY TRAVIS
P O BOX 216
LEXINGTON MS 39095

VIA CERTIFIED MAIL # 9214 8901 9403 8346 3035 60

RE: Notice of Intent to Abate Nuisance

20085 SE 140TH ST. UMATILLA FL
Parcel No. 5020-002-009

To Whom It May Concern/Unknown Tenants:

This notice, which will serve as your "**Official Notice of Intent to Abate Nuisance**," is the result of an inspection made by a Marion County Code Enforcement Officer. This notice is regarding property located at located at **20085 SE 140TH ST, UMATILLA** Marion County, Legal Description: Please be advised that you are in violation of section 823.05(1)(a), Florida Statutes (2023), by maintaining an excessive amount of junk, including unserviceable vehicles, trash and debris on the property that annoys and injures the health of the community. In addition, the excessive amount of junk, including unserviceable vehicles, trash and debris on the property is manifestly injurious to the morals and manners of the people of the BIG SCRUB CAMPSITES community.

You are also in violation of the following Marion County Code(s):

Chapter 5.5, Article II, Sections 5.5-31(c), Maintaining an unsafe structure, as deemed by the Marion County Building Official.

Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles.

You have ten (10) days from the date of this Notice to abate the above-referenced violations. That is, repair the structure to current living standards subject to both the Florida Building Code and the International Property Maintenance Code and remove all miscellaneous junk, including unserviceable vehicles, trash and debris from the exterior of the property. Please be advised that an application for temporary injunction may be filed if the above-referenced violations are not timely abated. If the above-referenced violations are not abated and the court determines that the nuisance exists, costs will be assessed.

Please govern yourself accordingly.

Respectfully,
Dianna Durbin
Code Enforcement Officer
352-671-8905
dianna.durbin@MarionFL.org

Marion County
Board of County Commissioners
Growth Services • Code Enforcement
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

Case No. 962103-DD

December 22, 2025

JAMES TRAVIS & PEGGY TRAVIS
P O BOX 216
LEXINGTON, MS 39095-0216

VIA REGULAR MAIL & POSTING AT PROPERTY

RE: 2nd Notice of Intent to Abate Nuisance

20085 SE 140TH ST, UMATILLA FL
Parcel No. 5020-002-009

To Whom It May Concern/Unknown Tenants:

This notice, which will serve as your "**2nd Official Notice of Intent to Abate Nuisance**," is the result of an inspection made by a Marion County Code Enforcement Officer. This notice is regarding property located at located at 20085 SE 140TH ST, UMATILLA Marion County, Legal Description: SEC 16 TWP 17 RGE 25 PLAT BOOK UNR BIG SCRUB CAMPSITES BLK 2 LOTS 9 THRU 17 BEING MORE FULLY DESC AS FOLLOWS: LOTS 9.10.11 -- W 75 FT OF THE E 4830 FT OF THE N 110 FT OF THE N 1/2 OF N 1/2 OF SEC 16 S 10 FT SUB TO ESMT & LOTS 12.13.14 -- W 75 FT OF THE E 4755 FT OF THE N 110 FT OF THE N 1/2 OF N 1/2 OF SEC 16 S 10 FT SUB TO ESMT & LOTS 15.16.17 -- W 75 FT OF THE E 4680 FT OF THE N 110 FT OF THE N 1/2 OF N 1/2 OF SEC 16 S 10 FT SUB TO ESMT. Please be advised that you are in violation of section 823.05(1)(a), Florida Statutes (2023), by maintaining an excessive amount of junk, including unserviceable vehicles, trash and debris on the property that annoys and injures the health of the community. In addition, the excessive amount of junk, including unserviceable vehicles, trash and debris on the property is manifestly injurious to the morals and manners of the people of the BIG SCRUB CAMPSITES community.

You are also in violation of the following Marion County Code(s):

Chapter 5.5, Article II, Sections 5.5-31(c), Maintaining an unsafe structure, as deemed by the Marion County Building Official.

Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles.

You have fifteen (15) days from the deadline of the 1st Notice to abate the above-referenced violations. That is, repair the structure to current living standards subject to the Florida Building Code and remove all miscellaneous junk, including unserviceable vehicles, trash and debris from the exterior of the property. If the above-referenced violations are not timely abated, an application for temporary injunction will be filed in the Marion County Circuit Court within ten (10) days thereafter. If the above-referenced violations are not abated and the court determines that the nuisance exists, costs will be assessed.

Please govern yourself accordingly.

Respectfully,
Dianna Durbin
Code Enforcement Officer
352-671-8905
dianna.durbin@MarionFL.org

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser

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

2026 Property Record Card

5020-002-009

GOOGLE Street View

Prime Key: 1184070 | MAP IT+ | Current as of 2/4/2026

Property Information

TRAVIS JAMES
TRAVIS PEGGY
PO BOX 216
LEXINGTON MS 39095-0216

Taxes / Assessments:
Map ID: 370
Millage: 9001 - UNINCORPORATED

M.S.T.U.
PC: 01
Acres: .57

Situs: 20085 SE 140TH ST UMATILLA

2025 Certified Value

Land Just Value	$11,475		
Buildings	$72,023		
Miscellaneous	$1,932		
Total Just Value	$85,430	Impact	($19,810)
Total Assessed Value	$65,620	Ex Codes:	
Exemptions	$0		
Total Taxable	$65,620		
School Taxable	$85,430		

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2025	$11,475	$72,023	$1,932	$85,430	$65,620	$0	$65,620
2024	$16,256	$50,992	$1,388	$68,636	$59,655	$0	$59,655
2023	$12,431	$49,009	$1,396	$62,836	$54,232	$0	$54,232

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
1764/1391	06/1991	05 QUIT CLAIM	4 V-APPRAISERS OPINION	Q	I	$25,000
MC90/0229	11/1990	EI E I	0	U	I	$100
UNRE/INST	09/1989	51 AGR-DED	9 UNVERIFIED	U	I	$46,000
UNRE/INST	02/1984	71 DTH CER	0	U	I	$100
1134/0129	01/1979	07 WARRANTY	0	U	V	$100

Property Description

SEC 16 TWP 17 RGE 25
PLAT BOOK UNR
BIG SCRUB CAMPSITES
BLK 2 LOTS 9 THRU 17 BEING MORE FULLY DESC AS FOLLOWS:
LOTS 9.10.11 -- W 75 FT OF THE E 4830 FT OF THE N 110 FT OF

THE N 1/2 OF N 1/2 OF SEC 16
S 10 FT SUB TO ESMT &
LOTS 12.13.14 -- W 75 FT OF THE E 4755 FT OF THE N 110 FT OF
THE N 1/2 OF N 1/2 OF SEC 16
S 10 FT SUB TO ESMT &
LOTS 15.16.17 -- W 75 FT OF THE E 4680 FT OF THE N 110 FT OF
THE N 1/2 OF N 1/2 OF SEC 16
S 10 FT SUB TO ESMT

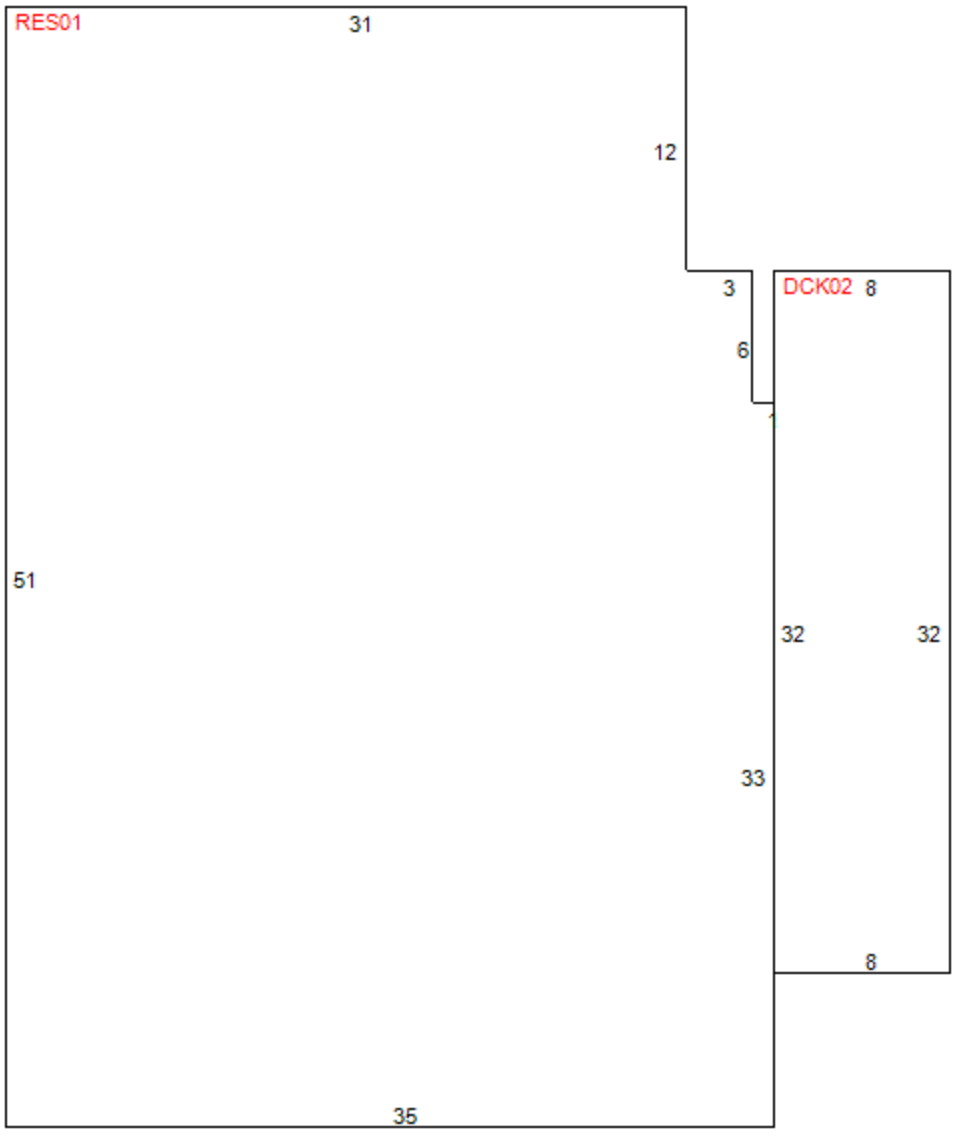
Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
0100		225.0	100.0	R4	225.00	FF						
9430		225.0	10.0	R4	1.00	UT						

Neighborhood 9720
Mkt: 10 70

Traverse

Building 1 of 1
RES01=L31D51R35U33L1U6L3U12.D12R4
DCK02=D32R8U32L8.



Building Characteristics

Improvement	1F - SFR- 01 FAMILY RESID
Effective Age	7 - 30-34 YRS
Condition	4
Quality Grade	200 - LOW
Inspected on	6/19/2023 by 210

Year Built 1964
Physical Deterioration 0%
Obsolescence: Functional 0%
Obsolescence: Locational 0%
Architecture 0 - STANDARD SFR
Base Perimeter 172

Type ID	Exterior Walls	Stories	Year Built	Finished Attic	Bsmt Area	Bsmt Finish	Ground Floor Area	Total Flr Area
RES 0138	- WD SIDING-SHTG	1.00	1964	N	0 %	0 %	1,731	1,731
DCK 0201	- NO EXTERIOR	1.00	1964	N	0 %	0 %	256	256

Section: 1

Roof Style: 10 GABLE
Roof Cover: 16 GALVANIZED MTL
Heat Meth 1: 06 CONVECTION
Heat Meth 2: 00
Foundation: 3 PIER
A/C: N

Floor Finish: 24 CARPET
Wall Finish: 12 PLYWD PANELING
Heat Fuel 1: 08 OIL
Heat Fuel 2: 00
Fireplaces: 0

Bedrooms: 3
4 Fixture Baths: 0
3 Fixture Baths: 2
2 Fixture Baths: 0
Extra Fixtures: 2

Blt-In Kitchen: Y
Dishwasher: N
Garbage Disposal: N
Garbage Compactor: N
Intercom: N
Vacuum: N

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
256 WELL 1-5 BTH	1.00	UT	99	1972	2	0.0	0.0
190 SEPTIC 1-5 BTH	1.00	UT	99	1972	2	0.0	0.0
105 FENCE CHAIN LK	360.00	LF	20	1975	2	40.0	9.0
ADU UTILITY-ALUM	266.00	SF	40	1975	1	19.0	14.0
105 FENCE CHAIN LK	135.00	LF	20	1998	1	15.0	9.0
045 LEAN TO	96.00	SF	15	2019	1	6.0	16.0

Appraiser Notes

Planning and Building
** Permit Search **

Permit Number	Date Issued	Date Completed	Description

Tax Roll Property Summary

Help

Account Number	R5020-002-009	**Type**	REAL ESTATE REMINDER	Request Future E-Bill
Address	20085 SE 140TH ST UMATILLA	**Status**		
Sec/Twn/Rng	16 17 25	**Subdivision**	9720	

Year	Roll	Account Number	Status	Date Paid	Amount Paid	Balance Due	
2011	R	2011 R5020-002-009	PAID	11/2011	744.87		Tax Bill
2012	R	2012 R5020-002-009	PAID	01/2013	714.98		Tax Bill
2013	R	2013 R5020-002-009	PAID	11/2013	681.93		Tax Bill
2014	R	2014 R5020-002-009	PAID	11/2014	687.48		Tax Bill
2015	R	2015 R5020-002-009	PAID	11/2015	701.35		Tax Bill
2016	R	2016 R5020-002-009	PAID	10/2016	714.87		Tax Bill
2017	R	2017 R5020-002-009	PAID	11/2017	760.03		Tax Bill
2018	R	2018 R5020-002-009	PAID	11/2018	817.28		Tax Bill
2019	R	2019 R5020-002-009	PAID	11/2019	883.22		Tax Bill
2020	R	2020 R5020-002-009	PAID	10/2020	934.32		Tax Bill
2021	R	2021 R5020-002-009	PAID	10/2021	993.13		Tax Bill
2022	R	2022 R5020-002-009	PAID	01/2023	1,089.98		Tax Bill
2023	R	2023 R5020-002-009	CER SOLD	06/2024			Tax Bill
2023	CER	2024-00019726-00	TAXDEED			5,328.28	Certificate
2024	R	2024 R5020-002-009	CER SOLD	06/2025			Tax Bill
2024	CER	2025-00019737-00	REDEEMED	04/2026	1,526.96		Certificate
2025	R	2025 R5020-002-009	PAID	04/2026	1,695.79		Tax Bill

CURRENT ACCOUNT DETAILS

Account Number	2025	R5020-002-009	Tax Bill

DELINQUENT TAXES DUE

Property Description	Owner Information
SEC 16 TWP 17 RGE 25 PLAT BOOK U	TRAVIS JAMES
NR BIG SCRUB CAMPSITES BLK 2 LOT	TRAVIS PEGGY
S 9 THRU 17 BEING MORE FULLY DES	PO BOX 216
C AS FOLLOWS: LOTS 9.10.11 -- W	LEXINGTON MS 39095-0216
75 FT OF THE E 4830 FT OF THE N	
110 FT OF THE N 1/2 OF N 1/2 OF	

Current Values and Exemptions		Taxes and Fees Levied	
MARKET VALU	85,430	TAXES	1,132.43
COUNTY ASMT	65,620	SP. ASMT	513.97
COUNTY TXBL	65,620	INT. 3.0000%	49.39
SCHOOL ASMT	85,430		
SCHOOL TXBL	85,430		

APR 30 2026	MAY 31 2026	ONLY	CERTIFIED	FUNDS	PAST DUE ON
1,695.79	1,695.79	ACCEPTED	AFTER	APRIL 30 2026	APR 1 2026

Post Date	Receipt #	Pmt Type	Status	Disc	Interest	Total
04/27/2026	991 2025 0000305.0071	Full	Pmt Posted	$49.39	$.00	$1,695.79

Links of Interest

LINK TO PA GIS

LINK TO PROPERTY APPRAISER WEB

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23509 **Agenda Date:** 7/7/2026 **Agenda No.:** 8.3.

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

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
Marion County is currently acquiring parcels for the construction of the NW 49th Street Phase 3 Road Construction Project, a new four-lane roadway beginning at the intersection of NW Hwy 225A and NW 44th Lane and continuing east to the intersection of NW 49th Avenue and NW 49th Street. Acquisition of certain real property interests from Forestar (USA) Real Estate Group, Inc., Ocala Preserve Community Development District, and Ocala Preserve Association, Inc., is necessary to complete the project as designed. The approved roadway alignment traverses property owned by these entities, necessitating the acquisition of Project Parcels 2, 3, 4, 10, 19, 20, 21, 59, and 59A. The property interests being acquired include Fee Simple, Fee Simple Right-of-Way, Permanent Slope Easements, and Temporary Construction Easements.

Following extensive negotiations and the filing of a Petition in Eminent Domain, the parties have reached an agreement on the essential terms of a negotiated settlement, which is being presented for the Court's approval through a Stipulated Order of Taking and Final Judgment ("Stipulated OT"). The proposed Stipulated OT resolves issues related to certain acquisitions that were originally contemplated as temporary construction easements but were converted to perpetual slope easements due to project needs. The proposed Stipulated OT also provides for the acquisition of additional parcels that were not originally included in the Petition in Eminent Domain but are necessary to complete the project as designed.

This settlement is advantageous to the County because it fully resolves all claims arising from the acquisitions, including compensation for land value, improvements, site modifications, severance damages, attorneys' fees, expert fees, and costs, thereby avoiding the expense, delay, and uncertainty associated with continued eminent domain litigation and valuation disputes. The agreement also provides for coordinated construction of a six-foot Permacast precast wall system along the NW 49th Street frontage, to be constructed by Forestar (USA) Real Estate Group in conjunction with the County's roadway project, which will assist in addressing frontage treatment and compatibility concerns associated with the roadway expansion.

Staff respectfully requests Board approval of the proposed Stipulated OT, based on the agreed-upon essential terms, and authorization for the County Attorney and County Engineer to finalize and execute the Joint Motion for Entry of the Stipulated OT and any related ancillary documents consistent with those terms that are necessary to complete the acquisitions. Approval of these settlement terms will facilitate the timely completion of the roadway project.

Compensation and Expenses: The most important part of the settlement provides for payment of the constitutional measure of "full compensation" to the property owners for all interests for $1,772,300, including improvements and site modifications and any claims for severance damages or consequential damages. In addition to that, the County will be required to pay the owner's statutory attorney fees of $270,452.50 and costs of $55,088.75, for **a total cost to the County of $2,097,841.25.** Payment of these amounts is subject to the Court's execution of a proposed Stipulated Order of Taking and Final Judgment.

BUDGET/IMPACT:
$2,097,841.25, payable from account #STC073811- CIP TRANSP- NEWINF ROW-VJ738541-561301

RECOMMENDED ACTION:
Motion to approve the proposed Stipulated Order of Taking and Final Judgment to be finalized by the County Attorney and the County Engineer, incorporating the terms described above.

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA

MARION COUNTY, a political Subdivision of the State of Florida,

Petitioner,

vs.

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, SH AA Development, LLC, a Delaware limited liability company, OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, OCALA PRESERVE ASSOCIATION, INC., a Florida not-for-profit corporation, and GEORGE ALBRIGHT, as MARION COUNTY TAX COLLECTOR.

Defendants.

_____/

CASE NO: 2026-CA-0397
PARCEL NOS: 2, 3, 4, 10, 19, 20, 21. 59, 59A

STIPULATED ORDER OF TAKING AND FINAL JUDGMENT AS TO PROJECT PARCELS 2, 3, 4, 10, 19, 20, 21, 59, AND 59A (with Disbursement Instructions to the Clerk)

THIS CAUSE came on for consideration by the Court upon a stipulated agreement for an Order of Taking and Final Judgment between the Petitioner, MARION COUNTY, FLORIDA, and Defendants, FORESTAR (USA) REAL ESTATE GROUP INC., OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, OCALA PRESERVE ASSOCIATION, INC., and GEORGE ALBRIGHT, as MARION COUNTY TAX COLLECTOR (the "Parties"); it appearing to the Court that the Parties were authorized to enter into such agreement; the court finding that the takings are necessary for a public purpose, and it appearing that proper notice was first given to Defendants, and to all persons having or claiming any equity, lien, title or other interest in or to the property subject to this suit, ("Subject Property,") as more fully described in the attached

Exhibit "A"; and the Court finding that the compensation to be paid by the Petitioner is full, just, and reasonable for all Parties concerned; the Court being fully advised in the premises; and the Court finding that all parties have consented to the terms of this **Stipulated Order of Taking and Final Judgment as to Project Parcels 2, 3, 4, 10, 19, 20, 21, 59, and 59A**, it is therefore,

ORDERED AND ADJUDGED:

1. That the Court has jurisdiction of this action, of the Subject Property and of the parties in this cause pursuant to Chapters 73 and 74 of the Florida Statutes.

2. That FORESTAR (USA) REAL ESTATE GROUP INC., OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, OCALA PRESERVE ASSOCIATION, INC., are the fee simple owners of the Subject Property as identified in Schedule A and that the pleadings in this cause are sufficient as to the Subject Property and that Petitioner is properly exercising its delegated authority, and that the condemnation of the Subject Property is for a valid public purpose and necessary for that purpose. Legal descriptions of the Subject Property are attached hereto as **Exhibit "A", and easement rights to be condemned in accordance with the parties' agreement are attached hereto as Exhibit "B".**

3. That the Subject Property, as described in Exhibit "A", includes, by stipulation of the parties, conversion of the temporary construction easements in Parcels 19 and 20 to permanent slope easements, along with two (2) parcels that were not included in the Petition in Eminent Domain, identified as "Parcel 2" and "Parcel 21".

4. Pursuant to a Joint Motion for Entry of Stipulated Order of Taking and Final Judgment entered into by the Parties, Defendants, shall have and recover from Petitioner the sum of TWO MILLION NINETY-SEVEN THOUSAND EIGHT HUNDRED FORTY-ONE Dollars and 25/100 Cents ($2,097,841.25) in full payment of any and all claims of any nature arising as a

result of Petitioner's taking of the subject property, including, without limitation, compensation for land value (itemized per Defendant on the attached "SCHEDULE A"), improvements, severance damages if any, attorney fees and costs, fees for non-monetary compensation (if any), and expert fees and costs itemized as follows:

(a) THREE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS ($370,000.00) less pro-rated real property taxes for Parcels 3, 4, 19, 20, and 21 to Defendant FORESTAR (USA) REAL ESTATE GROUP INC., for land value, damages, moving/ relocation expenses, and all other claims, excluding improvements, site modifications, attorney's fees, and experts' fees and costs;

(b) SEVENTY-FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($75,200.00) less pro-rated real property taxes for Parcels 2 & 10 to Defendant OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, for land value, damages, moving/ relocation expenses, and all other claims, excluding improvements, site modifications, attorney's fees, and experts' fees and costs;

(c) TWENTY-SEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($27,100.00) less pro-rated real property taxes for Parcels 59 & 59A to Defendant OCALA PRESERVE ASSOCIATION, INC., for land value, damages, moving/ relocation expenses, and all other claims, excluding improvements, site modifications, attorney's fees, and experts' fees and costs;

(d) ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($1,300,000.00) collectively for Defendant FORESTAR (USA) REAL ESTATE GROUP INC., Defendant OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, and Defendant OCALA PRESERVE

ASSOCIATION, INC., for all improvements and site modifications for Project Parcels 2, 3, 4, 10, 19, 20, 21, 59, and 59A, as stipulated by the Parties, excluding attorney's fees, and experts' fees and costs;

(e) TWO HUNDRED SEVENTY THOUSAND FOUR HUNDRED FIFTY-TWO AND 50/100 DOLLARS ($270,452.50) as reimbursement for reasonable attorney's fees for the benefit achieved, as stipulated by the Parties, for the services of Trenam Law.

(f) FIFTY-FIVE THOUSAND EIGHTY-EIGHT AND 75/100 DOLLARS ($55,088.75) paid to Trenam Law, as reimbursement for all reasonable expert fees and costs for the benefit achieved, as stipulated by the Parties.

5. Upon entry and within twenty (20) days of this Stipulated Order of Taking and Final Judgment, the Petitioner shall deposit the total sum of TWO MILLION NINETY-SEVEN THOUSAND EIGHT HUNDRED FORTY-ONE AND 25/10 DOLLARS ($2,097,841.25) into the Registry of the Court.

6. By the Parties' agreement, that upon deposit of the above sum, within three (3) working days thereafter, without further Order of this Court, the Clerk of the Court shall mail the sum of TWO MILLION NINETY-SEVEN THOUSAND EIGHT HUNDRED FORTY-ONE AND 25/10 DOLLARS ($2,097,841.25) dollars made payable to the Trenam Law Trust Account, c/o Paul D. Bain, Esquire, to the address of 101 East Kennedy Boulevard, Suite 2700, Tampa, FL 33602 for proper disbursement.

7. Upon receipt of said payment, Defendants, FORESTAR (USA) REAL ESTATE GROUP INC., OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, OCALA PRESERVE ASSOCIATION, INC., c/o Paul D. Bain, Esq. shall make payment to GEORGE

ALBRIGHT, as MARION COUNTY TAX COLLECTOR, c/o Vanessa Thomas, Esq., Forman & Thomas, 1301 NE 14th Street, Ocala, FL 34470, for pro-rated real property taxes, including any past due real property taxes, if applicable.

8. That upon Petitioner's deposit of the sum herein above specified into the Registry of the Court, all title and interest to the real property described in Exhibit "A" shall vest in Petitioner, and the Petitioner shall have all rights of possession to the subject property.

9. That all rights, title and interest in the Parcels described in Exhibit "A" shall be deemed to have been condemned and taken for the uses as set forth in the Petition and described further in the attached Exhibit "C," construction plans for the Petitioner's NW 49th Street Phase 3A Road Construction Project.

10. That the Petitioner shall construct its Project in substantial conformance with the plans attached hereto as Exhibit "C"; if, however, the Petitioner fails to construct its Project in substantial conformance with what is shown in Exhibits "C", the Defendants or any subsequent lawful successor or assign shall have the same remedies as would have been afforded them had the case been resolved by verdict with such plans and specifications having been made a part of the record at trial. *Central & Southern Florida Flood Control Dist. v. Wye River Farms, Inc*., 297 So.2d 323 (Fla. 4th DCA 1974); *cert. denied* 310 So.2d 745 (Fla. 1975); *Belvedere Development Corp. v. Department of Transp.,* 476 So. 2d 649 (Fla. 1985).

11. The compensation paid pursuant to the parties' settlement and reflected in the Stipulated Order of Taking and Final Judgment is full, final, and all-inclusive compensation for the acquisition of the property interests at issue in this action, including any claims for improvements, site modifications, landscaping impacts, buffer impacts, restoration, severance damages, attorney's fees, expert fees, and costs, except only as may be expressly stated otherwise

in the Stipulated Order of Taking and Final Judgment. Defendants acknowledge and agree that no additional compensation or restoration obligation shall be due from the County for landscaping, plant material, irrigation, buffer reconstruction, or related site features beyond the compensation expressly provided in the settlement. No additional sums are due and payable to Defendants or Defendants' attorneys, as a result of the taking of the Subject Property.

12. This Stipulated Order of Taking and Final Judgment is based on the parties agreement that Defendants, shall construct, at Defendants' sole cost and responsibility, a six-foot Permacast precast wall system along Defendants' NW 49th Street frontage, provided that:

(a) the face of the wall shall be adjacent to the NW 49 Street right-of-way and shall be located a minimum of one (1) foot from the County's right-of-way line, or such greater distance as may be reasonably required by the County based on drainage, maintenance access, utility clearance, structural considerations, or to avoid adverse impacts to the County's gravity wall improvements;

(b) the wall shall comply with applicable engineering, permitting, Marion County code, and safety requirements;

(c) final wall alignment and details shall be subject to County review for compliance with the foregoing requirements, which review shall not be unreasonably withheld, conditioned, or delayed; and

(d) Defendant FORESTAR (USA) REAL ESTATE GROUP INC., Defendant OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, and Defendant OCALA PRESERVE ASSOCIATION, INC. stipulate and agree that the ONE MILLION THREE HUNDRED THOUSAND Dollars and 00/100 Cents ($1,300,000.00) awarded collectively for improvements and site modifications shall be payable soley and

exclusively to Defendant FORESTAR (USA) REAL ESTATE GROUP INC. for construction of the referenced wall system and retaining the remaining balance, if any. Further, Defendant OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT and Defendant OCALA PRESERVE ASSOCIATION, INC. shall cooperate and provide any and all necessary or convenient consent, authorization, or permission for construction of the referenced wall system.

13. Defendant FORESTAR (USA) REAL ESTATE GROUP INC. shall diligently pursue permitting and installation of the wall within a reasonable time in conjunction with the County's construction of its project, which is currently anticipated to begin by February 2027, but subject to change. Unless otherwise agreed in writing by the parties, Defendant FORESTAR (USA) REAL ESTATE GROUP INC. shall use its best efforts to obtain the necessary approvals and commence installation of the wall within twelve (12) months after the County provides written notice that construction along the applicable frontage has progressed to a point that wall installation may proceed without materially interfering with the Project. The County shall provide such written notice to Defendant's counsel and to Alex Madison, Forestar CFL-Region Vice President, 1064 Greenwood Blvd., Suite 200, Lake Mary, FL 32746.

14. This Stipulated Order of Taking and Final Judgment is based on the parties agreement that the County's acquisition of Project Parcels 2, 3, 4, 10, 19, 20, 21, 59, and 59A does not, by itself, constitute a new division of land requiring replatting, with reference to Marion County Land Development Code, Article 2, Division 16, Sec. 2.16.1, Applicability. Accordingly, the lesser landscape buffer condition resulting from the County's acquisition and Project construction may remain as a lawfully existing buffer condition along the affected frontage unless and until a future replat, redevelopment, or material modification of the affected lots or frontage

requiring development approval triggers compliance with the Land Development Code and any then-applicable PUD requirements, including then-applicable landscape buffer requirements, to the extent triggered by that approval.

15. Nothing herein shall be construed as obligating the County to approve any wall design, permit application, or related development submittal that fails to satisfy applicable engineering, drainage, utility, safety, visibility, or Marion County code requirements. This paragraph is intended only to memorialize the parties' agreement in principle that Defendant FORESTAR (USA) REAL ESTATE GROUP INC. shall pursue permitting and construction of the wall system and corresponding frontage treatment described herein, subject to the limitations above.

16. This Court reserves jurisdiction to enforce the terms of this Stipulated Order of Taking and Final Judgment.

DONE AND ORDERED in chambers at Ocala, Marion County, Florida, this DDDD.

JJJJ

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished using the Florida Court's E-Filing Portal, via U.S. Mail, and/or Electronic Mail in accordance with the corresponding addresses listed therein on MMMM.

CCCC

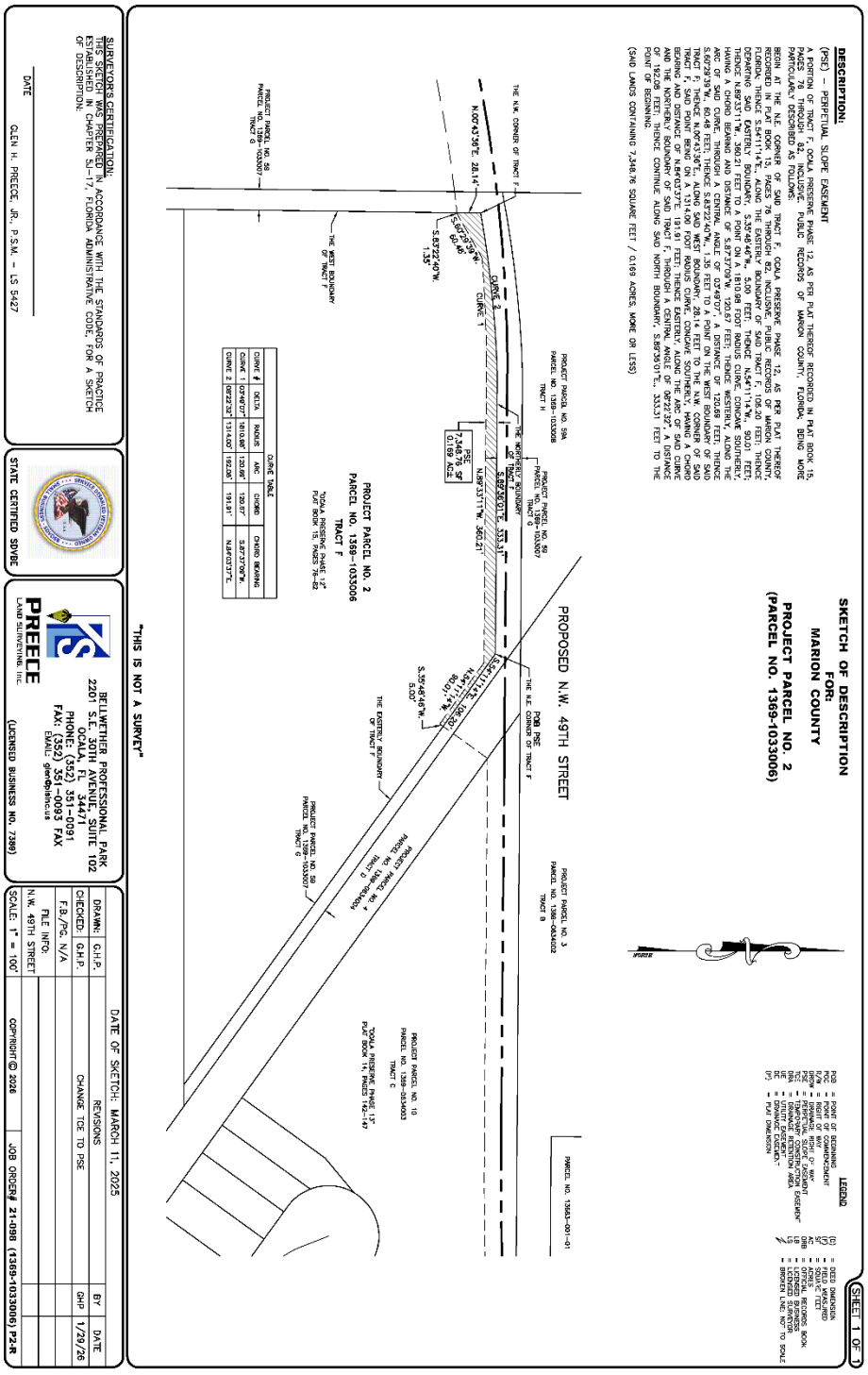
AAAA

SCHEDULE A
Compensation to Defendants

Defendant and Owner	Parcel and property interest being taken	Compensation for Land
Forestar (USA) Real Estate Group Inc.	#3 – Fee Simple full acquisition #4 – Fee Simple right-of way and one temporary construction easement #19 – Fee Simple right-of-way and one perpetual slope easement #20 – Fee Simple right-of-way and one perpetual slope easement #21 – Fee Simple right-of-way and one perpetual slope easement	$370,000.00
Ocala Preserve Community Development District	#2 – One perpetual slope easement #10 – Fee Simple right-of-way and one temporary construction easement	$75,200.00
Ocala Preserve Association, Inc.	#59 – Fee Simple right-of-way and one temporary construction easement #59A – Fee Simple right-of-way	$27,100.00

EXHIBIT A
Legal Description of Takings

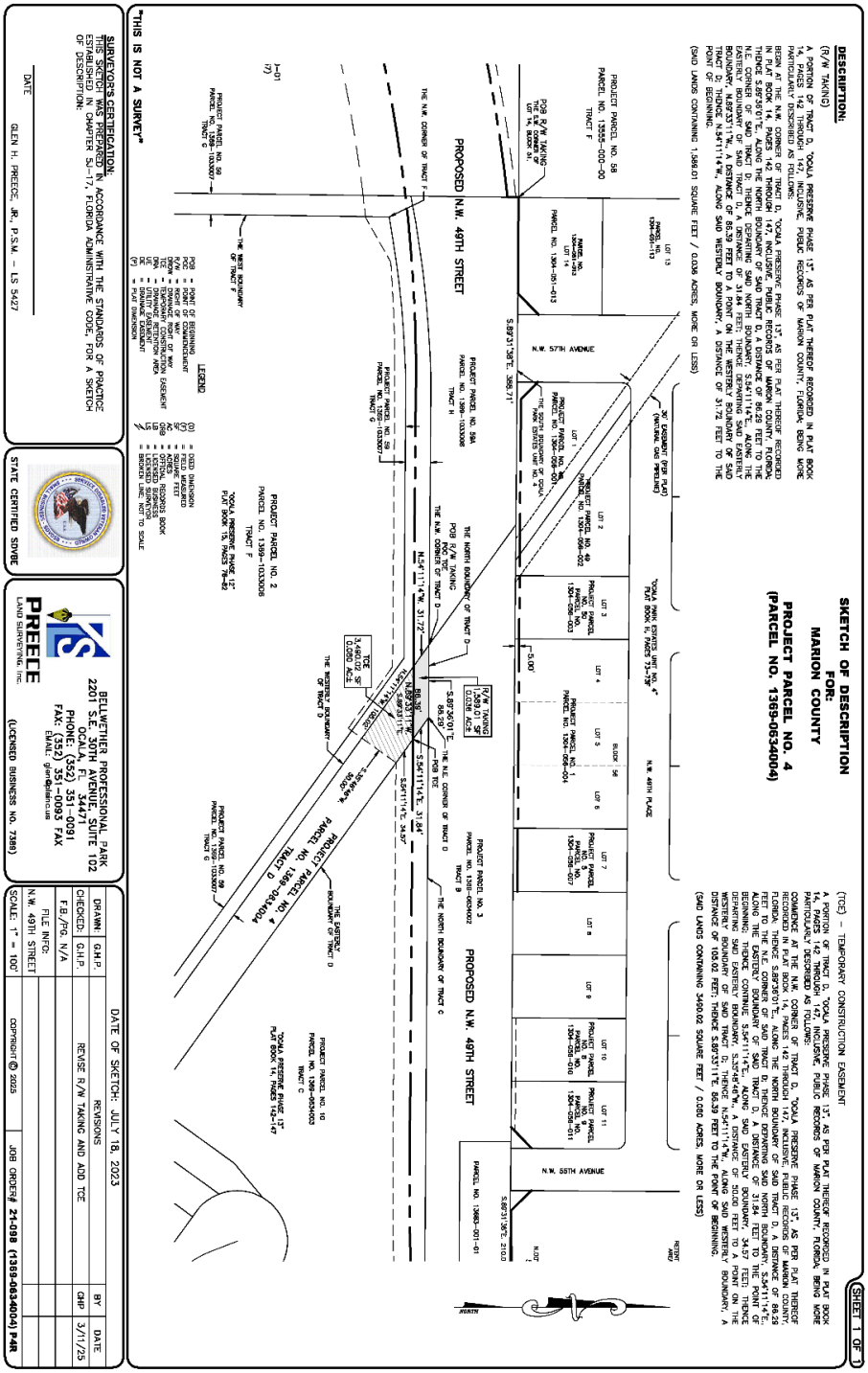
Parcel 2:



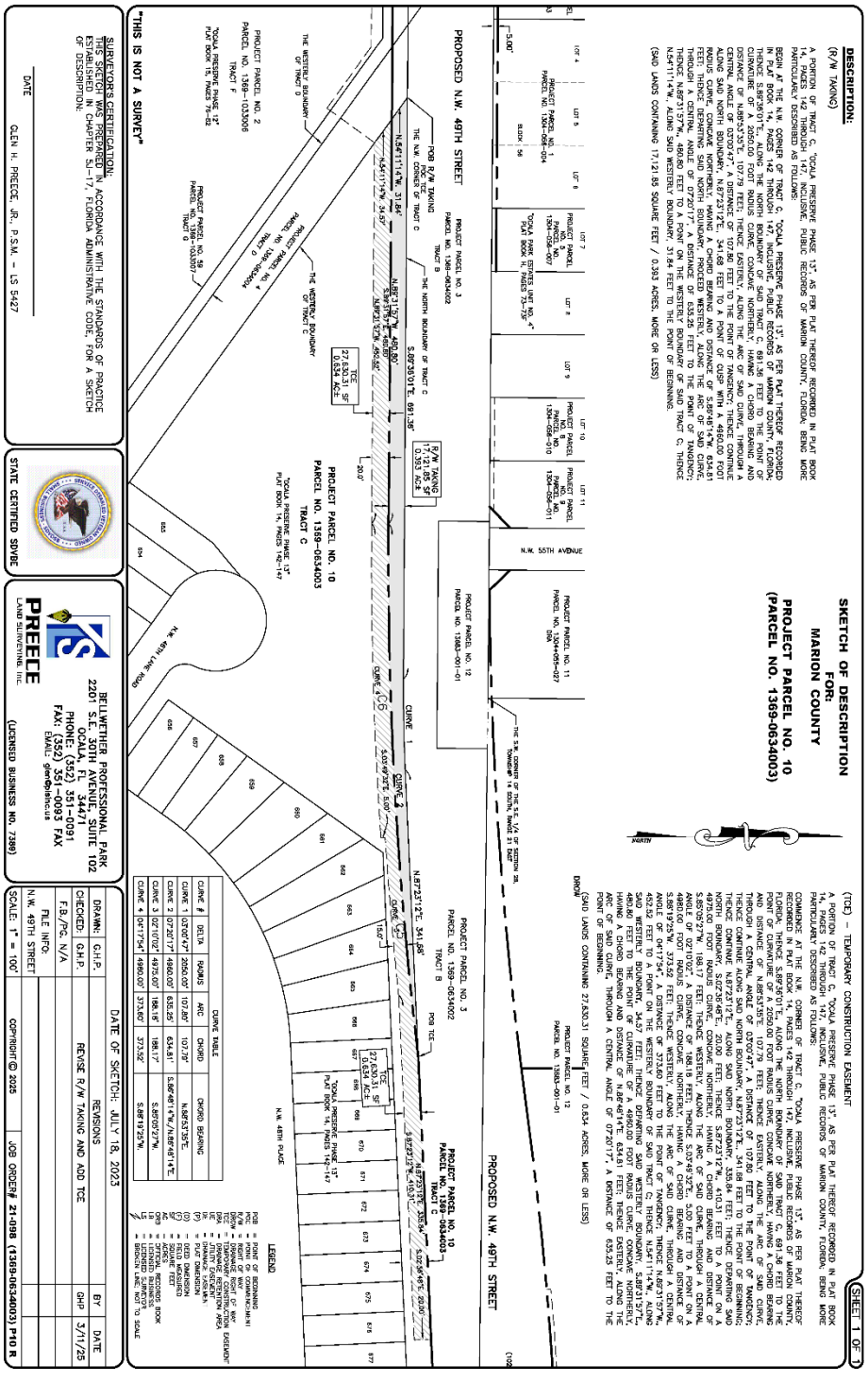
Parcel 3:

TRACT B OF OCALA PRESERVE PHASE 13, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 142, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

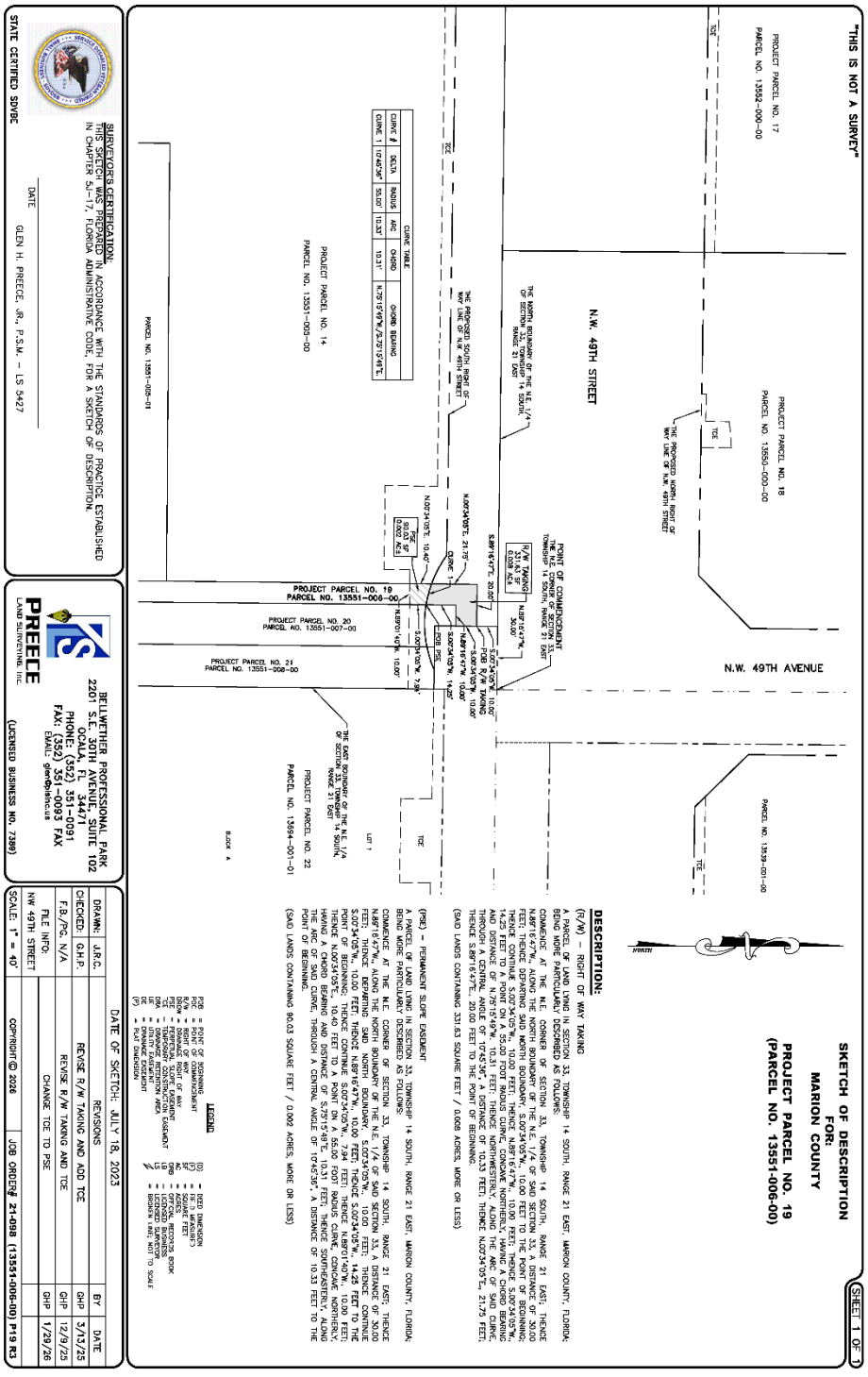
Parcel 4:


SKETCH OF DESCRIPTION
FOR:
MARION COUNTY
PROJECT PARCEL NO. 4
(PARCEL NO. 1389-0634004)
DESCRIPTION:
(R/W TAKING)
A PORTION OF TRACT D, "OCALA PRESERVE PHASE 13", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGES 142 THROUGH 147, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE N.W. CORNER OF TRACT D, "OCALA PRESERVE PHASE 13", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGES 142 THROUGH 147, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.89°39'01"E., ALONG THE NORTH BOUNDARY OF SAID TRACT D, A DISTANCE OF 86.29 FEET TO THE N.E. CORNER OF SAID TRACT D; THENCE DEPARTING SAID NORTH BOUNDARY, S.54°11'14"E., ALONG THE EASTERLY BOUNDARY OF SAID TRACT D, A DISTANCE OF 34.97 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY, S.35°48'46"W., A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY, N.89°33'11"W., A DISTANCE OF 86.39 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT D; THENCE N.54°11'14"W., ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 31.72 FEET TO THE POINT OF BEGINNING.
(SAID LANDS CONTAINING 1,988.01 SQUARE FEET / 0.036 ACRES, MORE OR LESS)
(TCE) - TEMPORARY CONSTRUCTION EASEMENT
A PORTION OF TRACT D, "OCALA PRESERVE PHASE 13", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGES 142 THROUGH 147, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE N.W. CORNER OF TRACT D, "OCALA PRESERVE PHASE 13", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGES 142 THROUGH 147, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.89°39'01"E., ALONG THE NORTH BOUNDARY OF SAID TRACT D, A DISTANCE OF 86.29 FEET TO THE N.E. CORNER OF SAID TRACT D; THENCE DEPARTING SAID NORTH BOUNDARY, S.54°11'14"E., ALONG THE EASTERLY BOUNDARY OF SAID TRACT D, A DISTANCE OF 34.97 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY, S.35°48'46"W., A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY, N.89°33'11"W., ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 86.39 FEET TO THE POINT OF BEGINNING.
(SAID LANDS CONTAINING 3460.02 SQUARE FEET / 0.080 ACRES, MORE OR LESS)
SHEET 1 OF 1
PROPOSED N.W. 49TH STREET
N.W. 57TH AVENUE
N.W. 49TH PLACE
N.W. 55TH AVENUE
PROJECT PARCEL NO. 58
PARCEL NO. 13555-000-00
TRACT F
PROJECT PARCEL NO. 59A
PARCEL NO. 1399-1033006
TRACT H
PROJECT PARCEL NO. 2
PARCEL NO. 1399-1033008
TRACT F
PROJECT PARCEL NO. 3
PARCEL NO. 1389-4004002
TRACT B
PROJECT PARCEL NO. 59
PARCEL NO. 1399-1033007
TRACT G
PARCEL NO. 13963-001-01
"OCALA PRESERVE PHASE 13"
PLAT BOOK 14, PAGES 142-147
POB R/W TAKING
THE N.W. CORNER OF TRACT F
THE NORTH BOUNDARY OF TRACT D
THE N.W. CORNER OF TRACT D
R/W TAKING
1,988.01 SF
0.036 AC±
TCE
3,460.02 SF
0.080 AC±
POB TCE
THE N.E. CORNER OF TRACT D
THE WEST BOUNDARY OF TRACT F
THE WESTERLY BOUNDARY OF TRACT D
THE EASTERLY BOUNDARY OF TRACT D
THE NORTH BOUNDARY OF TRACT C
PROJECT PARCEL NO. 10
PARCEL NO. 1399-4004003
TRACT C
PROJECT PARCEL NO. 4
PARCEL NO. 1389-0634004
TRACT D
N.54°11'14"W. 31.72'
S.89°39'01"E. 86.29'
S.54°11'14"E. 34.97'
S.89°33'11"E. 86.39'
N.89°33'11"W. 86.39'
S.89°31'32"E. 1308.71'
S.89°39'01"E. 2100
N.01°
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ROW = DRAINAGE RIGHT OF WAY
DE = DRAINAGE EASEMENT
DRA = DRAINAGE RETENTION AREA
DW = DRIVEWAY
(D) = PLAT DIMENSION
(M) = FIELD MEASURED
AC = ACRES
ORB = OFFICIAL RECORDS BOOK
LB = LICENSED BUSINESS
PG = PAGE
= BROKEN LINE, NOT TO SCALE
"THIS IS NOT A SURVEY"
SURVEYOR'S CERTIFICATION:
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.
DATE
GLEN H. PREECE, JR. P.S.M. - LS 5427
STATE CERTIFIED SURVEYOR
PREECE
LAND SURVEYING INC.
BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FLORIDA 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093
EMAIL: glen@preece.us
(LICENSED BUSINESS NO. 7389)
DATE OF SKETCH: JULY 18, 2023
DRAWN: G.H.P.
CHECKED: G.H.P.
F.B./PG. N/A
FILE INFO:
N.W. 49TH STREET
SCALE: 1" = 100'
REVISIONS
REVISE R/W TAKING AND ADD TCE
BY
GHP
DATE
3/1/25
COPYRIGHT © 2023
JOB ORDER# 21-099 (1389-0634004) P4R

Parcel 10:


SKETCH OF DESCRIPTION
FOR:
MARION COUNTY
PROJECT PARCEL NO. 10
(PARCEL NO. 1369-0634003)
SHEET 1 OF 3
DESCRIPTION:
(R/W TAKING)
(TCE) – TEMPORARY CONSTRUCTION EASEMENT
PROPOSED N.W. 49TH STREET
PROJECT PARCEL NO. 3
PARCEL NO. 1369-0634002
TRACT B
PROJECT PARCEL NO. 10
PARCEL NO. 1369-0634003
TRACT C
PROJECT PARCEL NO. 12
PARCEL NO. 1369-001-01
PROJECT PARCEL NO. 11
PARCEL NO. 1304-005-027
DNR
N.W. 55TH AVENUE
N.W. 49TH PLACE
N.W. 49TH LANE ROAD
"OCALA PRESERVE PHASE 13"
PLAT BOOK 14, PAGES 142-147
THE WESTERLY BOUNDARY OF TRACT C
THE NORTH BOUNDARY OF TRACT C
THE N.W. CORNER OF TRACT C
POB R/W TAKING
POC TCE
R/W TAKING
17,121.85 SF
0.393 AC±
TCE
27,630.31 SF
0.634 AC±
PROJECT PARCEL NO. 10
PARCEL NO. 1369-0634003
TRACT C
PROJECT PARCEL NO. 2
PARCEL NO. 1369-003006
TRACT F
PROJECT PARCEL NO. 59
PARCEL NO. 1369-003007
TRACT G
"THIS IS NOT A SURVEY"
LEGEND
CURVE TABLE
SURVEYOR'S CERTIFICATION:
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.
DATE
GLEN H. PREECE, JR., P.S.M. – LS 5427
STATE CERTIFIED SDVBE
BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: ghp@ghpinc.us
PREECE
LAND SURVEYING, INC.
(LICENSED BUSINESS NO. 7399)
DATE OF SKETCH: JULY 18, 2023
DRAWN: G.H.P.
CHECKED: G.H.P.
F.B./PG: N/A
FILE INFO:
N.W. 49TH STREET
SCALE: 1" = 100'
REVISIONS
BY
DATE
REVISE R/W TAKING AND ADD TCE
GHP
3/11/25
COPYRIGHT© 2025
JOB ORDER# 21-098 (1369-0634003) P10 R

Parcel 19:



SURVEYOR'S CERTIFICATION:
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

DATE

GLEN H. PREECE, JR., P.S.M. – LS 6427

STATE CERTIFIED SDVBE

PREECE
LAND SURVEYING, INC.

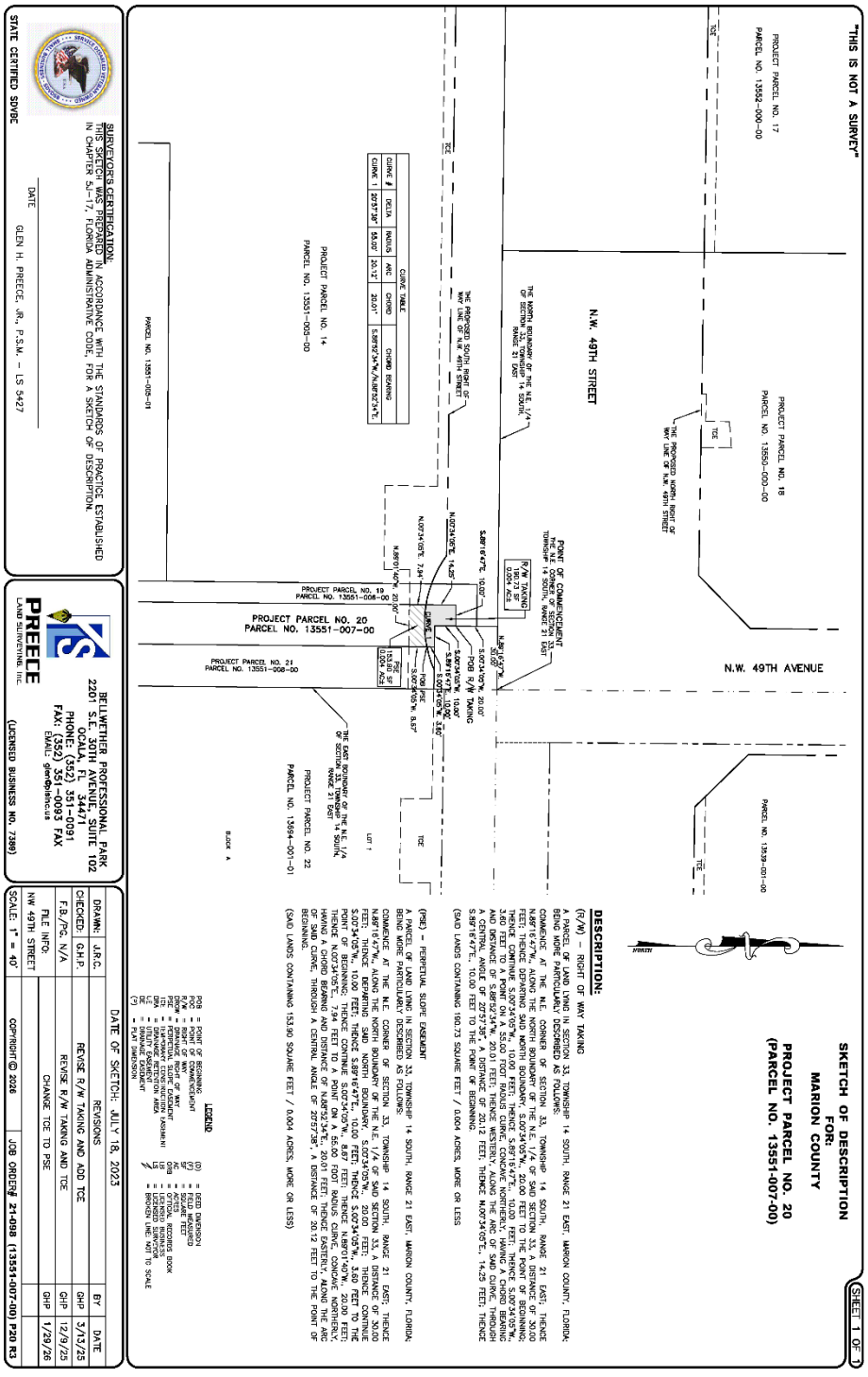
BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: ghp@ghpinc.us

(LICENSED BUSINESS NO. 7399)

DRAWN:	J.R.C.	REVISIONS	BY	DATE
CHECKED:	G.H.P.	REVISE R/W TAKING AND ADD TCE	GHP	3/13/25
F.B./PG.	N/A	REVISE R/W TAKING AND TCE	GHP	12/9/25
FILE INFO:		CHANGE TCE TO PSE	GHP	1/29/26
NW 49TH STREET				
SCALE: 1" = 40'		COPYRIGHT © 2026	JOB ORDER# 21-098 (13551-006-00) P19 R3	

DATE OF SKETCH: JULY 18, 2023

Parcel 20:



SURVEYOR'S CERTIFICATION:
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

DATE

GLEN H. PREECE, JR., P.S.M. – LS 6427

STATE CERTIFIED SDVBE

PREECE
LAND SURVEYING, INC.

BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: ghp@ghpinc.us

(LICENSED BUSINESS NO. 7399)

REVISIONS	BY	DATE
REVISE R/W TAKING AND ADD TCE	GHP	3/13/25
REVISE R/W TAKING AND TCE	GHP	12/9/25
CHANGE TCE TO PSE	GHP	1/29/26

DRAWN: J.R.C. | CHECKED: G.H.P. | F.B./PG. N/A | FILE INFO: NW 49TH STREET

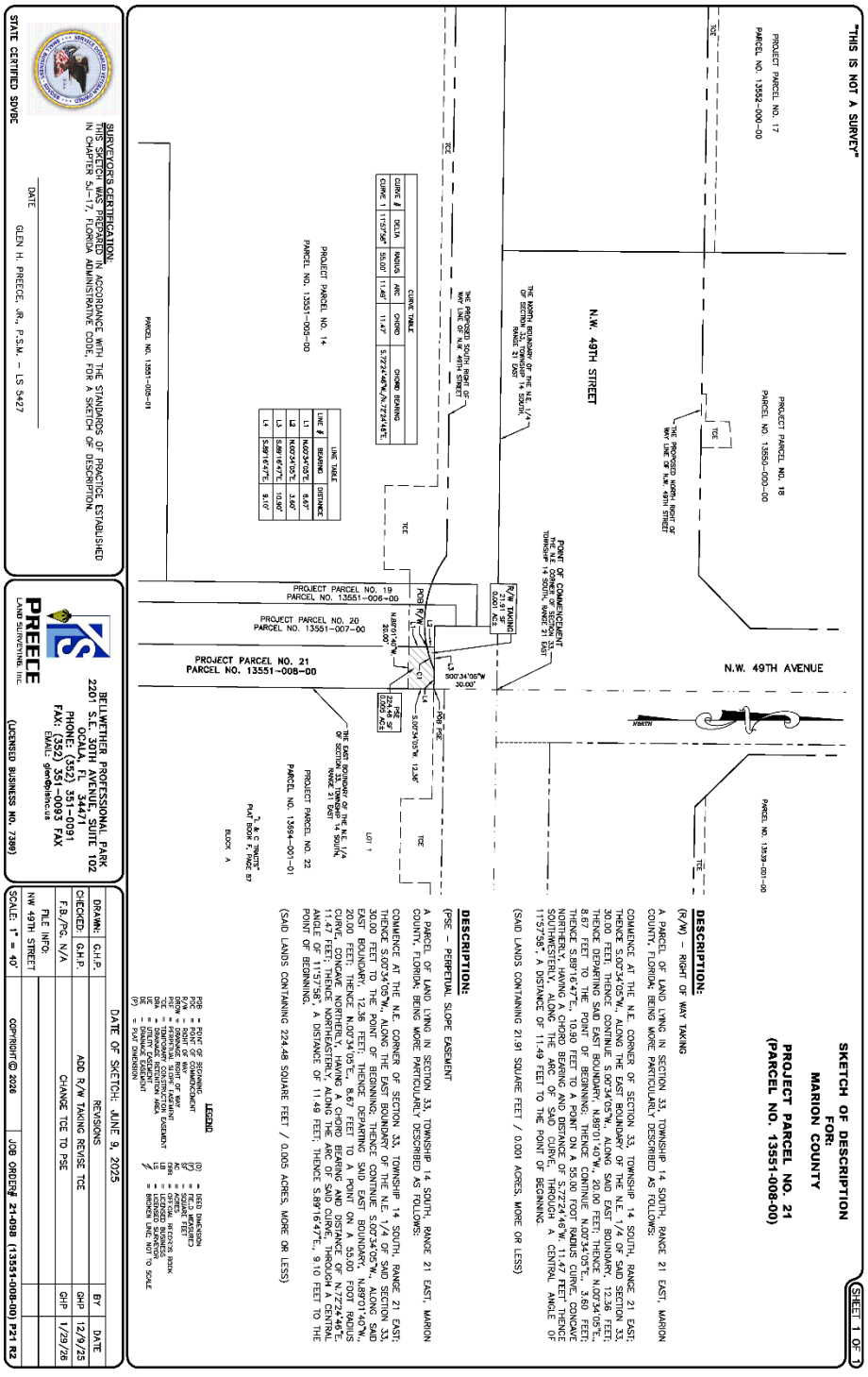
DATE OF SKETCH: JULY 18, 2023

SCALE: 1" = 40'

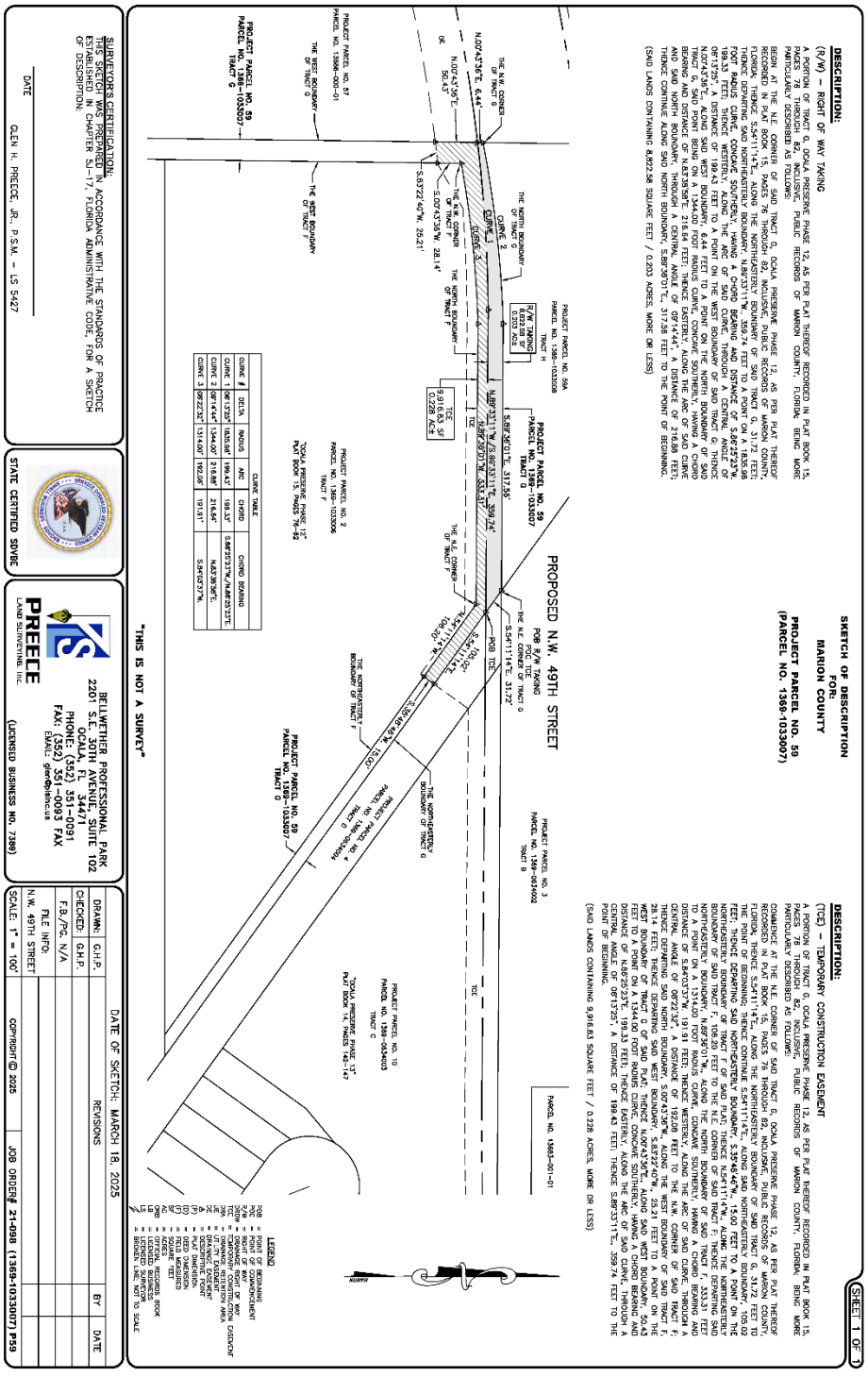
COPYRIGHT © 2026

JOB ORDER# 21-098 (13551-007-00) P20 R3

Parcel 21:


"THIS IS NOT A SURVEY"
SKETCH OF DESCRIPTION
FOR:
MARION COUNTY
PROJECT PARCEL NO. 21
(PARCEL NO. 13551-008-00)
SHEET 1 OF 3
PROJECT PARCEL NO. 17
PARCEL NO. 13552-000-00
PROJECT PARCEL NO. 18
PARCEL NO. 13550-000-00
PARCEL NO. 13539-001-00
THE PROPOSED NORTH RIGHT OF WAY LINE OF N.W. 49th STREET
N.W. 49th STREET
N.W. 49TH AVENUE
NORTH
TCE
PSE
R/W TAKING 21.91 SF 0.001 AC±
PSE 224.48 SF 0.005 AC±
POB
POC
THE NORTH BOUNDARY OF THE N.E. 1/4 OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST
THE EAST BOUNDARY OF THE N.E. 1/4 OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST
PROJECT PARCEL NO. 19
PARCEL NO. 13551-006-00
PROJECT PARCEL NO. 20
PARCEL NO. 13551-007-00
PROJECT PARCEL NO. 21
PARCEL NO. 13551-008-00
PROJECT PARCEL NO. 22
PARCEL NO. 13694-001-01
PROJECT PARCEL NO. 14
PARCEL NO. 13551-005-00
PARCEL NO. 13551-005-01
LOT 1
BLOCK A
PLAT BOOK F, PAGE 87
N.89°01'40"W. 20.00'
S.00°34'05"W. 30.00'
S.00°34'05"W. 12.36'
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD | CHORD BEARING
CURVE 1 | 11°57'56" | 55.00' | 11.49' | 11.47' | S.72°24'40"W./N.77°24'41"E.
LINE TABLE
LINE # | BEARING | DISTANCE
L1 | N.00°34'05"E. | 8.67'
L2 | N.00°34'05"E. | 3.60'
L3 | S.89°16'47"E. | 10.90'
L4 | S.89°16'47"E. | 9.10'
DESCRIPTION:
(R/W) – RIGHT OF WAY TAKING
A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE N.E. CORNER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE S.00°34'05"W., ALONG THE EAST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 33, 30.00 FEET; THENCE CONTINUE S.00°34'05"W., ALONG SAID EAST BOUNDARY, 12.36 FEET; THENCE DEPARTING SAID EAST BOUNDARY, N.89°01'40"W., 20.00 FEET; THENCE N.00°34'05"E., 8.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°34'05"E., 3.60 FEET; THENCE S.89°16'47"E., 10.90 FEET TO A POINT ON A 55.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE FROM A TANGENT BEARING OF S.72°24'40"W. ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°57'56", A DISTANCE OF 11.49 FEET TO THE POINT OF BEGINNING.
(SAID LANDS CONTAINING 21.91 SQUARE FEET / 0.001 ACRES, MORE OR LESS)
DESCRIPTION:
(PSE – PERPETUAL SLOPE EASEMENT
A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE N.E. CORNER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE S.00°34'05"W., ALONG THE EAST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 33, 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°34'05"W., ALONG SAID EAST BOUNDARY, 12.36 FEET; THENCE DEPARTING SAID EAST BOUNDARY, N.89°01'40"W., 20.00 FEET; THENCE N.00°34'05"E., 8.67 FEET TO A POINT ON A 55.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE FROM A TANGENT BEARING OF S.72°24'40"W. ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°47', FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°57'56", A DISTANCE OF 11.49 FEET; THENCE S.89°16'47"E., 9.10 FEET TO THE POINT OF BEGINNING.
(SAID LANDS CONTAINING 224.48 SQUARE FEET / 0.005 ACRES, MORE OR LESS)
LEGEND
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
PSE = PERPETUAL SLOPE EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT
DE = DRAINAGE EASEMENT
UE = UTILITY EASEMENT
(P) = PLAT DIMENSION
(D) = DEED DIMENSION
SF = SQUARE FEET
AC = ACRES
OR = OFFICIAL RECORDS BOOK
PG = PAGE
LB = LICENSED BUSINESS
NO. = NUMBER
= LEGAL DESCRIPTION LINE
= EASEMENT
= BROKEN LINE NOT TO SCALE
SURVEYOR'S CERTIFICATION:
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.
STATE CERTIFIED SDVBE
DATE
GLEN H. PREECE, JR., P.S.M. – LS 5427
BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: ghp@ghpinc.us
PREECE
LAND SURVEYING, INC.
(LICENSED BUSINESS NO. 7399)
DATE OF SKETCH: JUNE 9, 2025
REVISIONS
BY
DATE
ADD R/W TAKING REVISE TCE
GHP
12/9/25
CHANGE TCE TO PSE
GHP
1/29/26
DRAWN: G.H.P.
CHECKED: G.H.P.
F.B./PG: N/A
FILE INFO:
NW 49TH STREET
SCALE: 1" = 40'
COPYRIGHT © 2026
JOB ORDER# 21-098 (13551-008-00) P21 R2

Parcel 59:



SURVEYOR'S CERTIFICATION:
THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED BY THE FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

DATE

GLEN H. PREECE, JR., P.S.M. – LS 5427

STATE CERTIFIED SDVBE

PREECE
LAND SURVEYING, INC.

BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: ghp@ghpinc.us

(LICENSED BUSINESS NO. 7399)

DRAWN:	G.H.P.	DATE OF SKETCH: MARCH 18, 2025		
CHECKED:	G.H.P.	REVISIONS	BY	DATE
F.B./PG.	N/A			
FILE INFO:				
N.W. 49TH STREET				
SCALE: 1" = 100'		COPYRIGHT © 2025	JOB ORDER# 21-098 (1369-1033007) P59	

Parcel 59A:

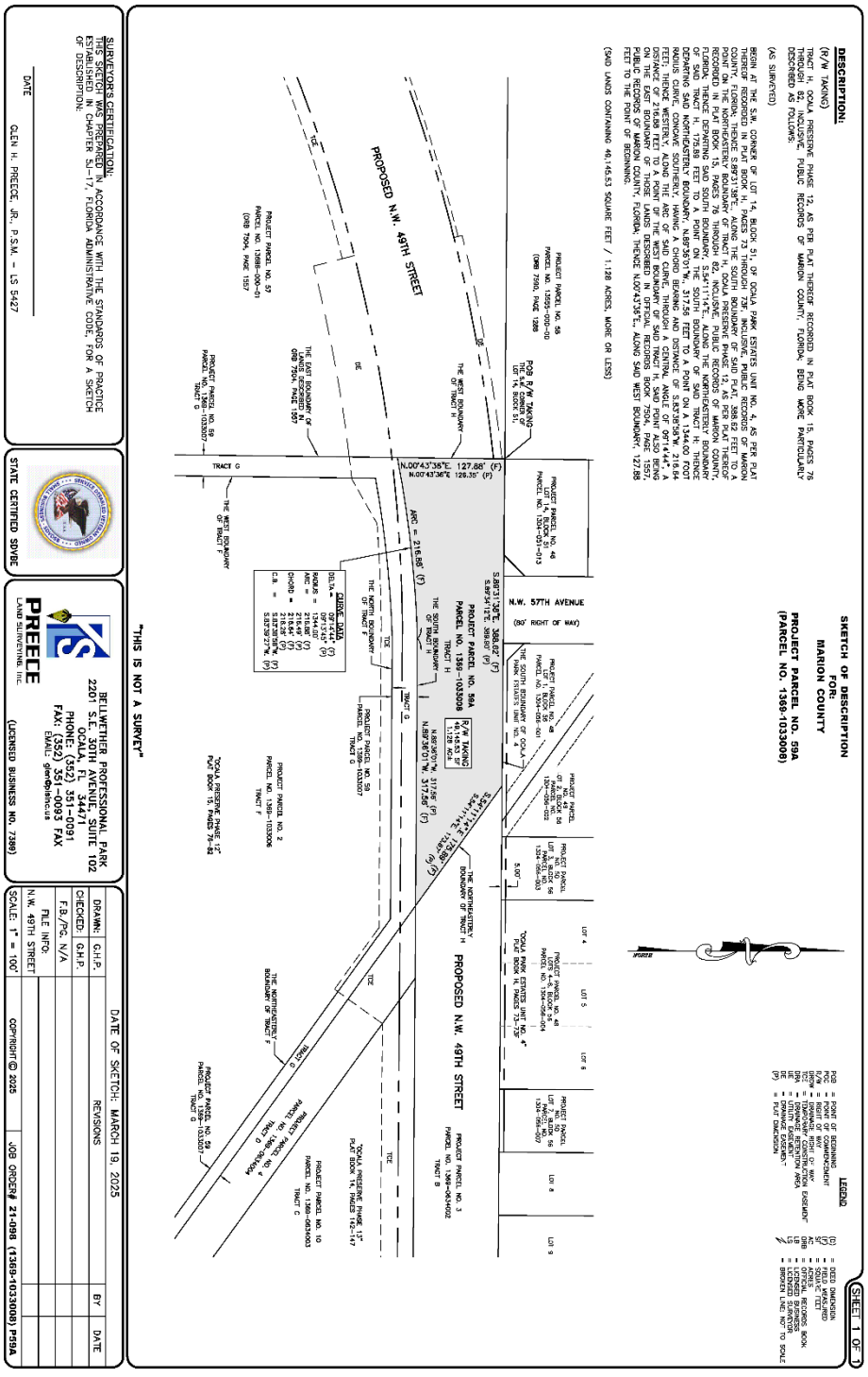

SHEET 1 OF 1
DESCRIPTION:
(R/W TAKING)
A PORTION OF OCALA PRESERVE PHASE 12, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGES 76 THROUGH 78, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
(AS SURVEYED)
BEGIN AT THE S.W. CORNER OF LOT 14, BLOCK 51, OF OCALA PARK ESTATES UNIT NO. 4, AS PER PLAT THEREOF RECORDED IN PLAT BOOK H, PAGES 73 THROUGH 73F, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.89°54'11"E., ALONG THE SOUTH BOUNDARY OF SAID PLAT TO A POINT ON THE NORTHEASTERLY BOUNDARY OF TRACT H, OCALA PRESERVE PHASE 12, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGES 76 THROUGH 82, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY, S.34°11'11"E., ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT H, 175.58 FEET TO THE NORTHWESTERLY BOUNDARY OF TRACT G OF SAID PLAT; THENCE DEPARTING SAID NORTHEASTERLY BOUNDARY, N.89°36'01"W., 317.56 FEET TO A POINT ON A 1344.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S.83°36'36"W., 216.64 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°14'41", A DISTANCE OF 216.88 FEET TO A POINT ON THE WEST BOUNDARY OF TRACT H, OCALA PRESERVE PHASE 12, ON THE EAST BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7504, PAGE 1557, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N.00°43'38"E., ALONG SAID WEST BOUNDARY, 127.88 FEET TO THE POINT OF BEGINNING.
(SAID LANDS CONTAINING 46,146.53 SQUARE FEET / 1.128 ACRES, MORE OR LESS)
SKETCH OF DESCRIPTION
FOR:
MARION COUNTY
PROJECT PARCEL NO. 59A
(PARCEL NO. 1368-1033008)
LEGEND
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
TCE = TEMPORARY CONSTRUCTION EASEMENT
DE = DRAINAGE EASEMENT
UE = UTILITY EASEMENT
(D) = DEED DIMENSION
(M) = MEASURED
(P) = PLAT DIMENSION
ORB = OFFICIAL RECORDS BOOK
LB = LICENSED BUSINESS
BL = BROKEN LINE! NOT TO SCALE
PROPOSED N.W. 49TH STREET
N.W. 57TH AVENUE
(80' RIGHT OF WAY)
POB R/W TAKING
THE SOUTH BOUNDARY OF LOT 14, BLOCK 51
THE WEST BOUNDARY OF TRACT H
N.00°43'38"E. 127.88' (F)
N.00°43'36"E 128.35' (P)
S.89°54'11"E. 308.80' (P)
PROJECT PARCEL NO. 59A
PARCEL NO. 1368-1033008
TRACT H
R/W TAKING
1.128 ACRE
N.89°36'01"W. 317.56' (P)
N.89°36'01"W. 317.56' (F)
S.34°11'11"E. 175.58' (P)
S.34°11'11"E. 175.58' (F)
ARC = 216.88' (F)
CURVE DATA
DELTA = 09°14'41" (F)
RADIUS = 1344.00' (F)
ARC = 216.88' (F)
CHORD = 216.64' (F)
C.B. = S.83°36'36"W. (F)
PROJECT PARCEL NO. 57
PARCEL NO. 13688-1005-01
(ORB 7504, PAGE 1557)
PROJECT PARCEL NO. 59
PARCEL NO. 1368-1033007
TRACT G
PROJECT PARCEL NO. 46
PARCEL NO. 1368-1031013
PROJECT PARCEL NO. 58
PARCEL NO. 1368-1033007
TRACT G
PROJECT PARCEL NO. 2
PARCEL NO. 1368-1033006
TRACT F
PROJECT PARCEL NO. 59
PARCEL NO. 1368-1033007
TRACT G
PROJECT PARCEL NO. 3
PARCEL NO. 1368-0634002
TRACT B
PROJECT PARCEL NO. 10
PARCEL NO. 1368-0634003
TRACT C
"OCALA PRESERVE PHASE 12"
PLAT BOOK 15, PAGES 76-82
"OCALA PRESERVE PHASE 13"
PLAT BOOK 16, PAGES 142-147
"OCALA PARK ESTATES UNIT NO. 4"
PLAT BOOK H, PAGES 73-73F
PROJECT PARCEL NO. 46
PARCEL NO. 1368-1031013
PROJECT PARCEL NO. 58
PARCEL NO. 1368-1033007
PROJECT PARCEL NO. 46
PARCEL NO. 1368-1031013
PROJECT PARCEL NO. 58
PARCEL NO. 1368-1033007
LOT 4
LOT 5
LOT 6
LOT 8
LOT 9
THE NORTHEASTERLY BOUNDARY OF TRACT H
THE NORTH BOUNDARY OF TRACT F
THE SOUTH BOUNDARY OF TRACT H
THE PARK ESTATES UNIT NO. 4
THE WEST BOUNDARY OF TRACT F
THE EAST BOUNDARY OF ORB 7504, PAGE 1557
TRACT G
TRACT H
TRACT B
TRACT C
TCE
DE
UE
5.00'
"THIS IS NOT A SURVEY"
SURVEYOR'S CERTIFICATION:
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.
DATE
GLEN H. PREECE, JR., P.S.M. - LS 5427
STATE CERTIFIED SDVBE
PREECE
LAND SURVEYING, INC.
BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093
EMAIL: ghp@ghpinc.us
(LICENSED BUSINESS NO. 7399)
DATE OF SKETCH: MARCH 19, 2025
REVISIONS
BY
DATE
DRAWN: G.H.P.
CHECKED: G.H.P.
F.B./PG. N/A
FILE INFO:
N.W. 49TH STREET
SCALE: 1" = 100'
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JOB ORDER# 21-098 (1369-1033008) P59A

EXHIBIT B

EASEMENT RIGHTS TO BE CONDEMNED IN ACCORDANCE WITH EXHIBIT A

Temporary Construction Easement

Marion County ("the County") shall acquire the following temporary construction easement rights subject to the listed limitations:

1. A non-exclusive, temporary construction easement, over, under, and across the properties listed and described in Exhibit A as Temporary Construction Easements located in Marion County, Florida (hereinafter the "Easement Area").
2. The right, privilege, and authority within the Easement Area to perform such work as may be necessary upon the Easement Area in order to substantially conform the Easement Area to the design specifications set forth in the roadway construction plans labeled "NW 49th STREET PHASE 3 ROAD IMPROVEMENT PROJECT" (i.e., the Project). Such work may include, but not be limited to, the addition, removal, relocation, re-contour, and/or grading of soils as well as the demolition removal, and reconstruction of certain improvements (including, but not limited to any structures, driveways, site debris, billboard signs, and mobile homes).
3. During the term of the easement, neither Marion County nor its agents shall store equipment in the Easement Area, and all pre-existing access over and across the Easement Area shall be maintained.
4. Upon completion of construction, Marion County shall stabilize the Easement Area with seed, sod, or other ground cover so as to prevent erosion (where appropriate), and will restore any paved surface to a state that is as good or better than its pre-construction condition.
5. The temporary construction easement shall terminate twenty-four (24) months after the date the easement is acquired or upon completion of the Project's construction, whichever occurs first.
6. Marion County shall be entitled to assign the easement.
7. During the term of the easement there will be no hazardous materials, wastes, or substances, toxic wastes or substances, or pollutants or contaminants deposited, located, placed, or released on the Easement Area by either Marion County, or its agents/assigns.
8. Marion County shall have the right of ingress and egress from the Easement Area by means of any adjacent public or private roadways, easements, or rights-of-way owned or held or lawfully available to Marion County and its agents, including any other property over which Marion County has access rights.
9. The property owner may utilize the Easement Area for all lawful purposes provided it does not interfere with or unreasonably burden Marion County's easement rights during the term of the easement.

Perpetual Slope Easement

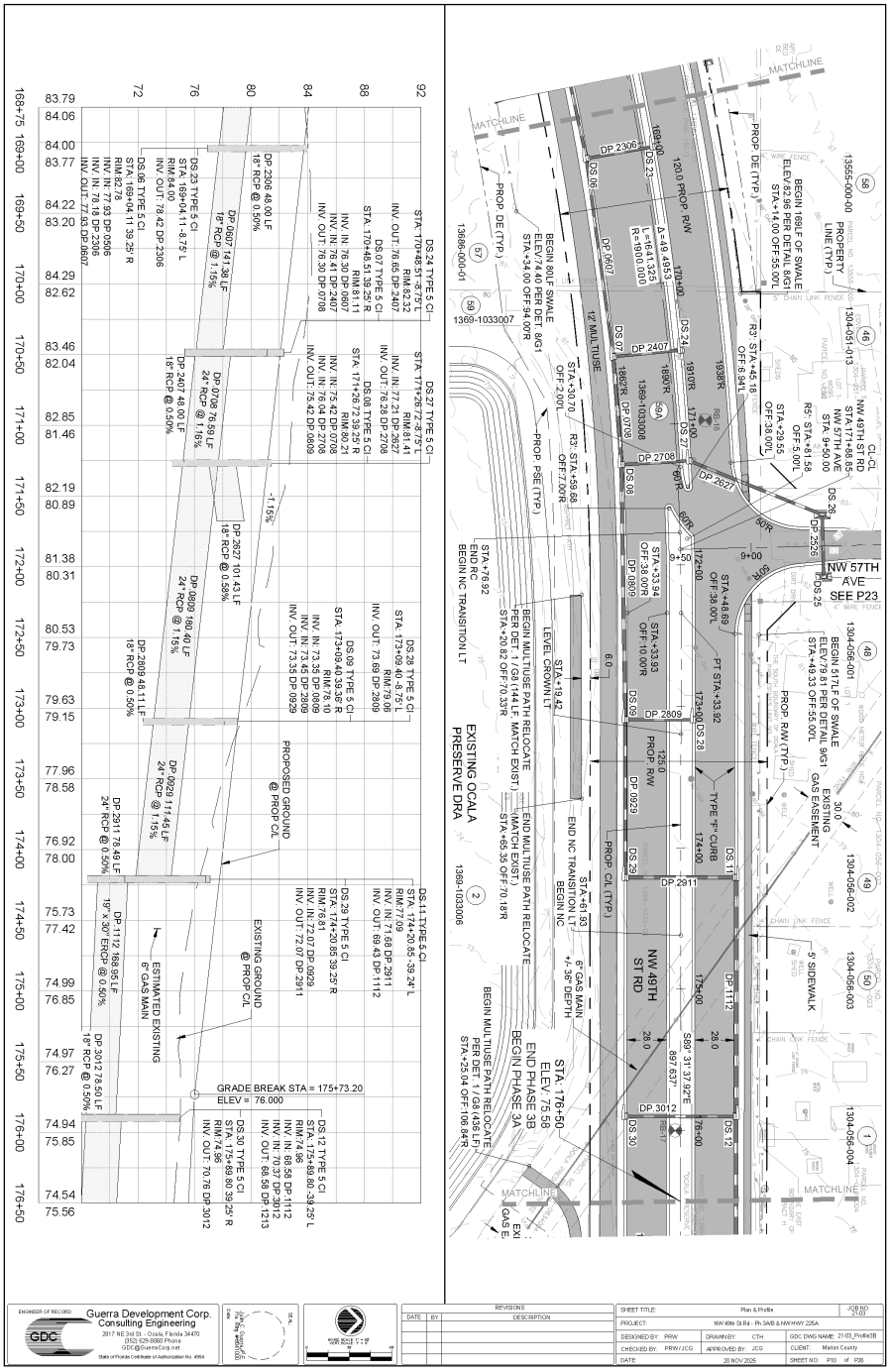
Marion County ("the County") shall acquire the following non-exclusive, perpetual slope easement rights subject to the listed limitations:

1. The right, privilege, and authority within the Easement Area to perform such work as may be necessary to substantially conform the Easement Area to the design specifications set forth in the Project construction plans. Such work may include, but not be limited to, the addition, removal, relocation, re-contour, and/or grading of soils as well as the demolition removal, and reconstruction of certain improvements (including but not limited to any structures, driveways, site debris, billboard signs, and mobile homes).
2. The right of ingress to and egress from the Easement Area by means of adjacent public or private roadways, easements or rights-of-way owned or held or lawfully available to the County and its agents, including any other property over which the County has access rights.
3. The County shall be entitled to assign this easement.
4. The right, but not the obligation, from time to time, to re-clear the Easement Area by cutting and removing therefrom, trees, brush and other obstructions that may, in the reasonable judgment of the County or its agents, injure, endanger or interfere with the use of the Easement Area. Periodic maintenance of any infrastructure improvements will be on an as-needed basis.
5. The County shall not unreasonably restrict ingress and egress to the owners' property abutting the Easement Area and shall provide reasonable ingress and egress across the Easement Area for the use of the owner. Notwithstanding the foregoing, the County, its agents and assigns shall be permitted to restrict ingress or egress to the property abutting the Easement Area for safety purposes in the reasonable discretion of the County's agents or assigns during construction activities.
6. The easement rights specifically include:
   (a) providing for a roadside cut slope no steeper than 4:1 (4 feet horizontal to 1 foot vertical) and all rights appurtenant and incidental thereto, including entering said land to construct and maintain such slope and all fills, cuts, and other incidents which the County may deem necessary or convenient in connection therewith
   (b) The right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of the County, endanger or interfere with the safe and efficient implementation of the roadway slope.
7. This slope easement prohibits the property owner from the following on the aforementioned Easement Area:
   (a) Any excavation, fills, cuts, and other activities that would negatively impact the proposed roadside cut slope
   (b) Any placement of trees, fences, or other structures within the Easement Area without prior express permission from the County.
8. The fee owner retains the right and may continue to use the Easement Area for any lawful purposes that do not directly interfere with the perpetual slope easement rights of the County. Determination as to whether a use directly interferes with the perpetual slope easement is in the sole discretion of the County.
9. Notwithstanding the easement rights granted herein, Grantor reserves the right to maintain and use vehicular and pedestrian ingress and egress to and from the remainder of Grantor's property across the Easement Area, provided such use does not interfere with the County's rights under this Easement or adversely affect the integrity, operation, maintenance, or safety of the roadside slope improvements.

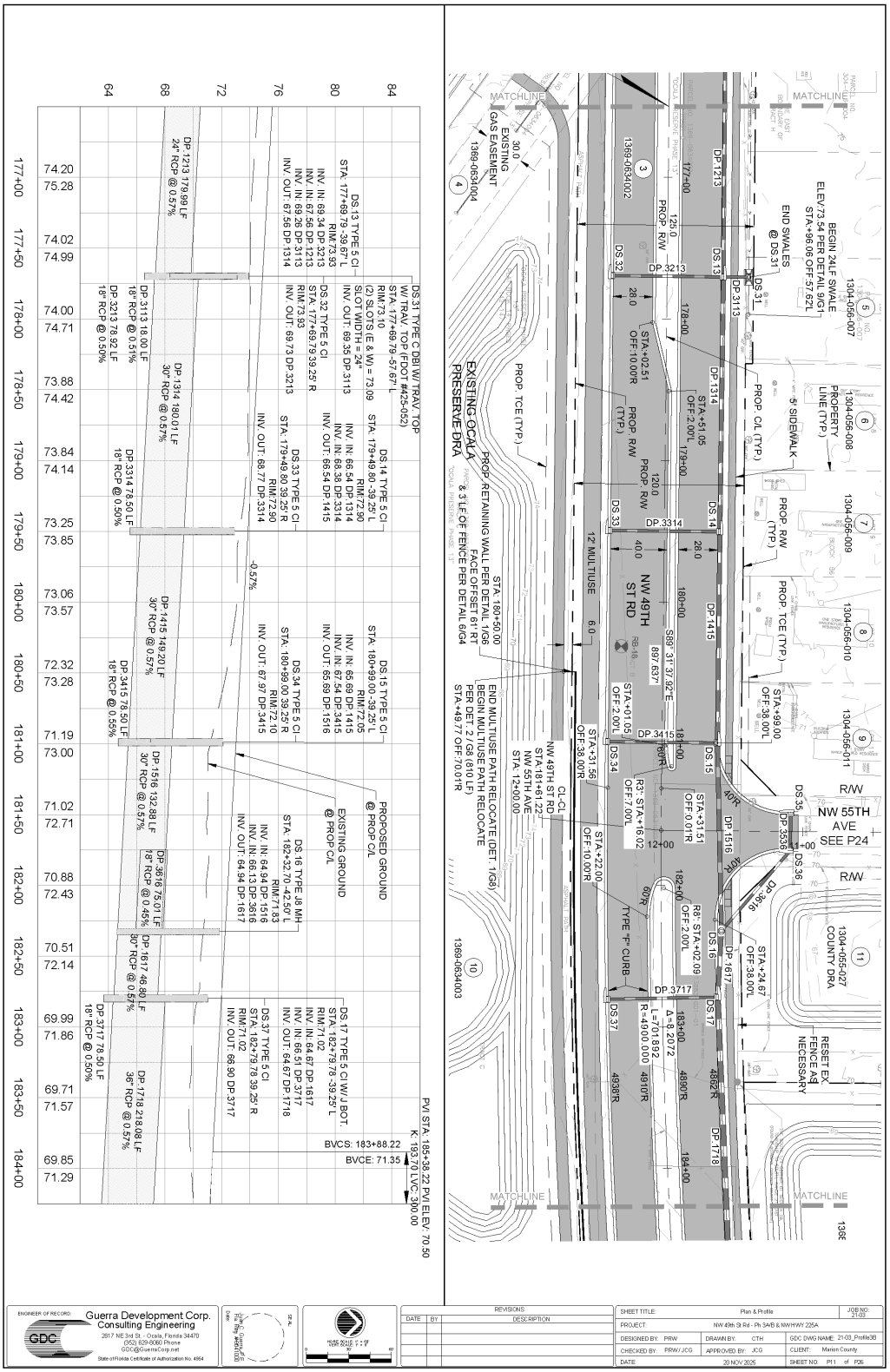
10. During the term of the easement there will be no hazardous materials, wastes, or substances, toxic wastes or substances, or pollutants or contaminants deposited, located, placed, or released on the Easement Area by either the County, or its agents/assigns.
11. This easement is perpetual in duration and shall run with the land, binding the property owner, its successors, and assigns.

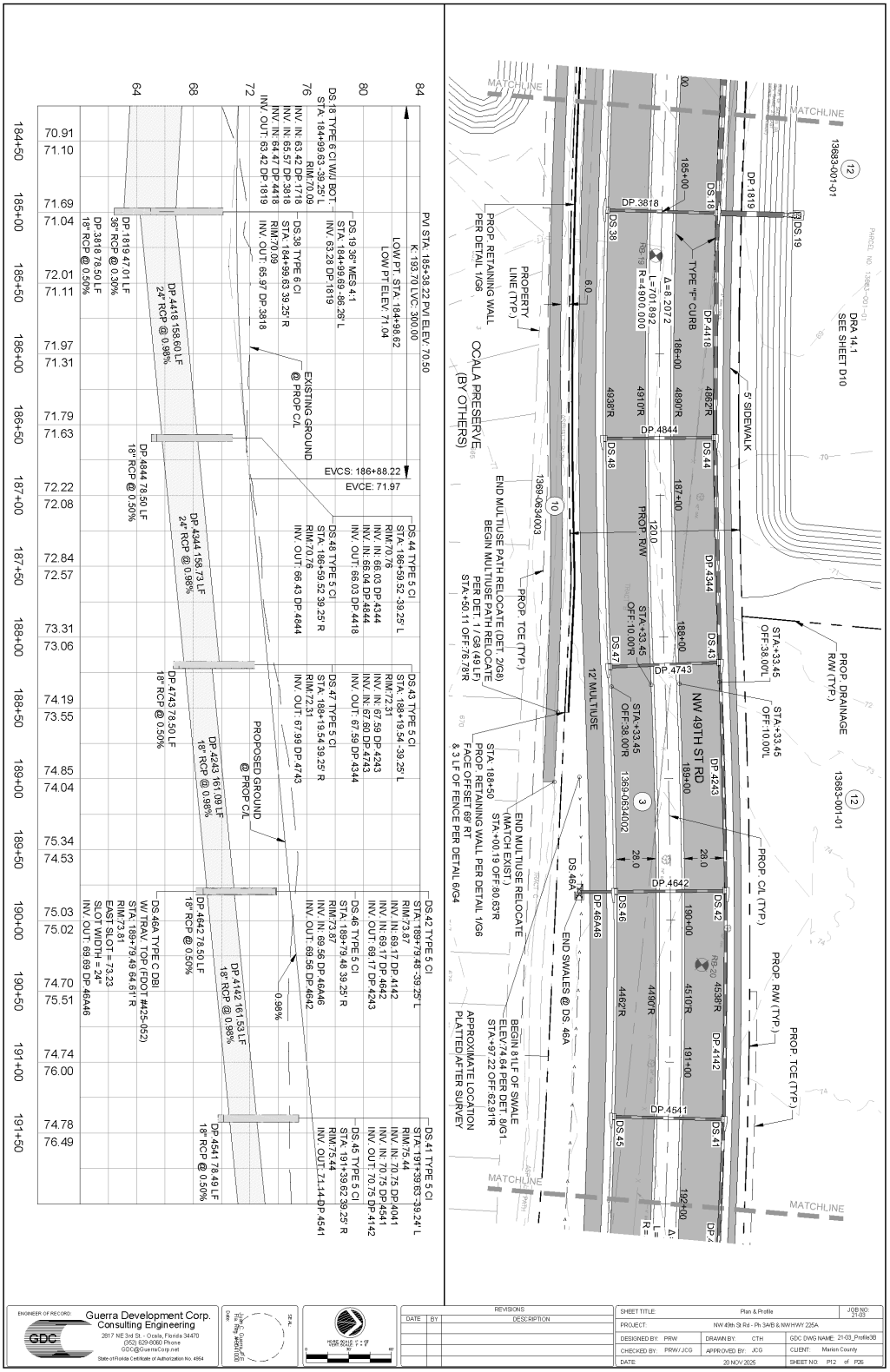
EXHIBIT C
Construction Plans

Parcel 2:



Parcel 3:

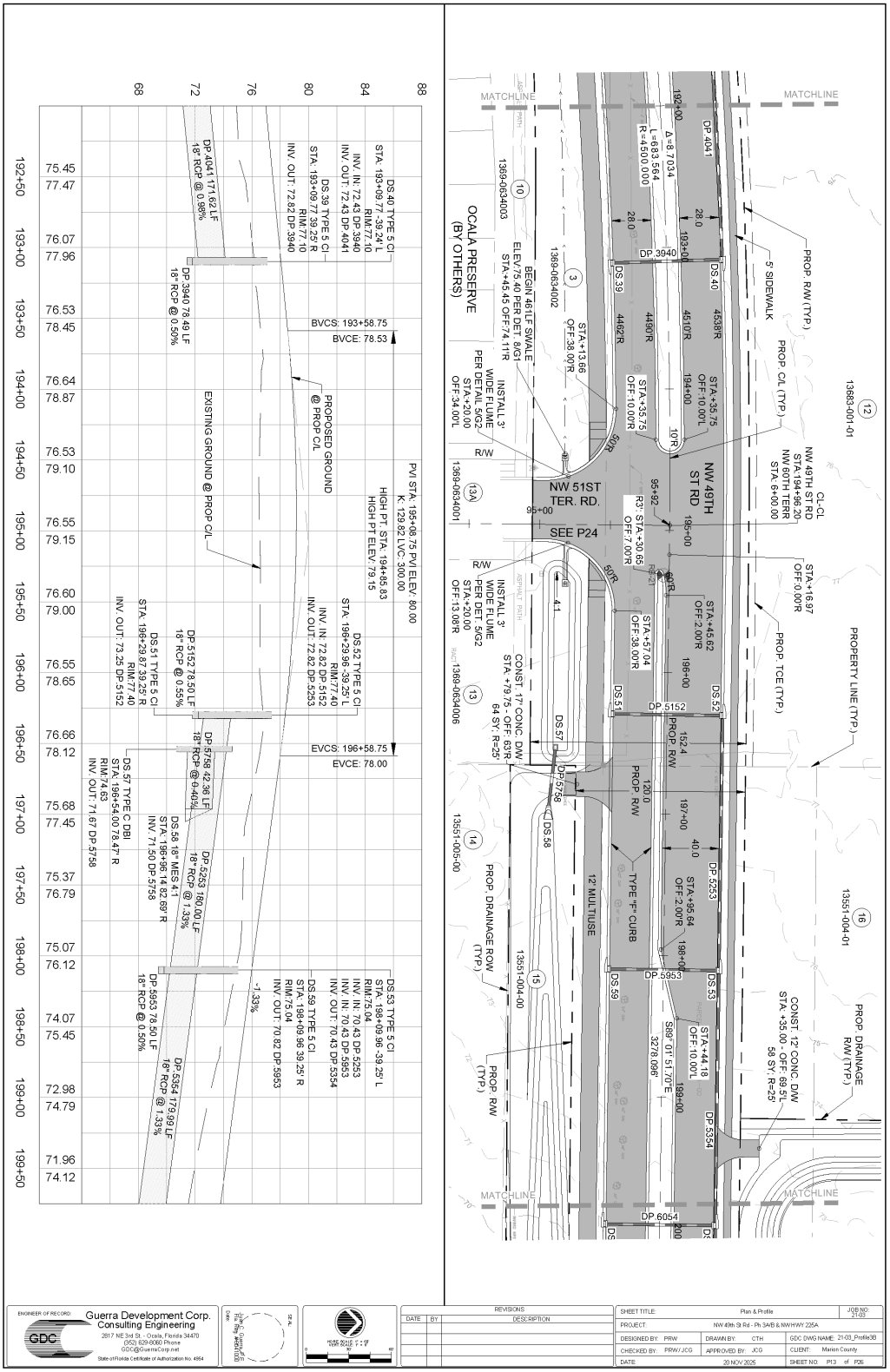

MATCHLINE
EXISTING GAS EASEMENT
1369-0634004
1369-0634002
1369-0634003
PROP. TCE (TYP.)
PROP. RETAINING WALL PER DETAIL 1/G6
FACE OFFSET 61' RT
& 3 LF OF FENCE PER DETAIL 6/G4
EXISTING OCALA PRESERVE DRA
PROP. R/W (TYP.)
PROP. C/L (TYP.)
5' SIDEWALK
PROPERTY LINE (TYP.)
BEGIN 24LF SWALE
ELEV 73.54 PER DETAIL 9/G1
STA +96.06 OFF 57.62'L
END SWALES @ DS 31
NW 49TH ST RD
12' MULTIUSE
6.0
40.0
28.0
120.0
125.0
PROP. R/W
NW 55TH AVE
SEE P24
R/W
TYPE "F" CURB
RESET EX FENCE AS NECESSARY
1304-056-007
1304-056-008
1304-056-009
1304-056-010
1304-056-011
1304-055-027
COUNTY DRA
DP 1213
DP 3213
DP 3113
DP 1314
DP 1415
DP 3314
DP 3415
DP 1516
DP 3536
DP 3616
DP 1617
DP 3717
DP 1718
DS 31
DS 32
DS 13
DS 33
DS 14
DS 34
DS 15
DS 35
DS 36
DS 16
DS 17
DS 37
177+00
178+00
179+00
180+00
181+00
182+00
183+00
184+00
CL-CL NW 49TH ST RD STA 181+61.22
NW 55TH AVE STA 12+00.00
END MULTIUSE PATH RELOCATE (DET. 1/G8)
BEGIN MULTIUSE PATH RELOCATE PER DET. 2 / G8 (810 LF)
STA +49.77 OFF 70.01'R
S89° 31' 37.92"E
897.63'
STA +180+50.00
STA +99.00 OFF 38.00'L
STA +01.05 OFF 2.00'L
STA +31.56 OFF 38.00'R
STA +31.51 OFF 0.01'R
STA +22.00 OFF 10.00'R
STA +24.67 OFF 38.00'L
STA +02.09 OFF 2.00'L
STA +16.02 OFF 7.00'L
STA +02.51 OFF 10.00'R
STA +51.05 OFF 2.00'L
R3': STA +16.02 OFF 7.00'L
R8': STA +02.09 OFF 2.00'L
Δ =9.2072
L =701.892
R =4900.000
4910'R
4890'R
4882'R
4938'R
DS 31 TYPE C DBI W/ TRAV. TOP
W/ TRAV. TOP (FDOT #425-052)
STA: 177+69.79 -57.67' L
RIM: 73.10
(2) SLOTS (E & W) = 73.09
SLOT WIDTH = 24"
INV. OUT: 69.35 DP 3113
DS 13 TYPE 5 CI
STA: 177+69.79 -39.67' L
RIM: 73.93
INV. IN: 68.34 DP 3213
INV. IN: 67.56 DP 1213
INV. IN: 69.26 DP 3113
INV. OUT: 67.56 DP 1314
DS 32 TYPE 5 CI
STA: 177+69.79 39.25' R
RIM: 73.93
INV. OUT: 69.73 DP 3213
DS 14 TYPE 5 CI
STA: 179+49.80 -39.25' L
RIM: 72.90
INV. IN: 68.54 DP 1314
INV. IN: 68.38 DP 3314
INV. OUT: 66.54 DP 1415
DS 33 TYPE 5 CI
STA: 179+49.80 39.25' R
RIM: 72.90
INV. OUT: 68.77 DP 3314
DS 15 TYPE 5 CI
STA: 180+99.00 -39.25' L
RIM: 72.05
INV. IN: 65.69 DP 1415
INV. IN: 67.54 DP 3415
INV. OUT: 65.69 DP 1516
DS 34 TYPE 5 CI
STA: 180+99.00 39.25' R
RIM: 72.10
INV. OUT: 67.97 DP 3415
DS 35 TYPE 5 CI W/ J BOT.
STA: 182+79.78 -39.25' L
RIM: 71.02
INV. IN: 64.67 DP 1617
INV. IN: 66.51 DP 3717
INV. OUT: 64.67 DP 1718
DS 16 TYPE J8 MH
STA: 182+32.70 -42.50' L
RIM: 71.83
INV. IN: 64.94 DP 1516
INV. IN: 68.13 DP 3616
INV. OUT: 64.94 DP 1617
DS 37 TYPE 5 CI
STA: 182+79.78 39.25' R
RIM: 71.02
INV. OUT: 66.90 DP 3717
PROPOSED GROUND @ PROP C/L
EXISTING GROUND @ PROP C/L
-0.57%
DP 1213 179.99 LF 24" RCP @ 0.57%
DP 1314 180.01 LF 30" RCP @ 0.57%
DP 1415 149.20 LF 30" RCP @ 0.57%
DP 1516 132.88 LF 30" RCP @ 0.57%
DP 1617 46.80 LF 30" RCP @ 0.57%
DP 1718 218.08 LF 36" RCP @ 0.57%
DP 3113 18.00 LF 18" RCP @ 0.51%
DP 3213 78.92 LF 18" RCP @ 0.50%
DP 3314 78.50 LF 18" RCP @ 0.50%
DP 3415 78.50 LF 18" RCP @ 0.55%
DP 3616 75.01 LF 18" RCP @ 0.45%
DP 3717 78.50 LF 18" RCP @ 0.50%
PVI STA: 185+38.22 PVI ELEV: 70.50
K: 193.70 LVC: 300.00
BVCS: 183+88.22
BVCE: 71.35
74.20
75.28
74.02
74.99
74.00
74.71
73.88
74.42
73.84
74.14
73.25
73.85
73.06
73.57
72.32
73.28
71.19
73.00
71.02
72.71
70.88
72.43
70.51
72.14
69.99
71.86
69.71
71.57
69.85
71.29
64
68
72
76
80
84
ENGINEER OF RECORD:
Guerra Development Corp.
Consulting Engineering
2817 NE 3rd St. - Ocala, Florida 34470
(352) 629-0060 Phone
GDC@GuerraDevCorp.net
State of Florida Certificate of Authorization No. 4964
GDC
REVISIONS
DATE
BY
DESCRIPTION
SHEET TITLE: Plan & Profile
JOB NO: 21-03
PROJECT: NW 49th St Rd - Ph 3A/B & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
GDC DWG NAME: 21-03_Profile3B
CHECKED BY: PRW / JCG
APPROVED BY: JCG
CLIENT: Marion County
DATE: 20 NOV 2025
SHEET NO: P11 of P26



ENGINEER OF RECORD: Guerra Development Corp. Consulting Engineering
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PROJECT:	NW 49th St Rd - Ph 3A/B & NW HWY 225A		
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CHECKED BY: PRW / JCG	APPROVED BY: JCG	CLIENT: Marion County	
DATE:	20 NOV 2025	SHEET NO: P12 of P26	

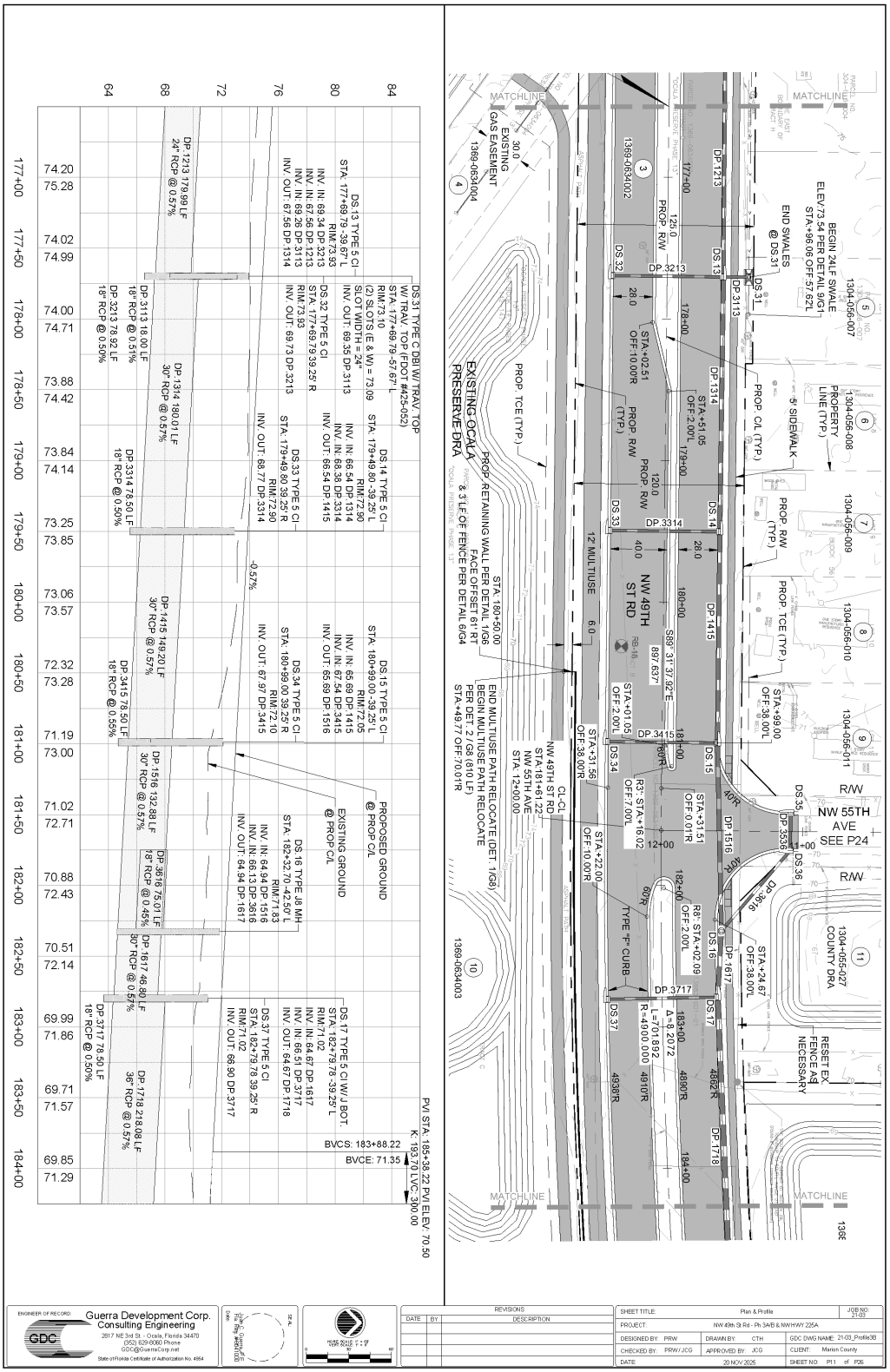


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PROJECT:	NW 49th St Rd - Ph 3A/B & NW HWY 225A		
DESIGNED BY: PRW	DRAWN BY: CTH	GDC DWG NAME: 21-03_Profile3B	
CHECKED BY: PRW / JCG	APPROVED BY: JCG	CLIENT: Marion County	
DATE: 20 NOV 2025		SHEET NO: P13 of P26	

Parcel 4:

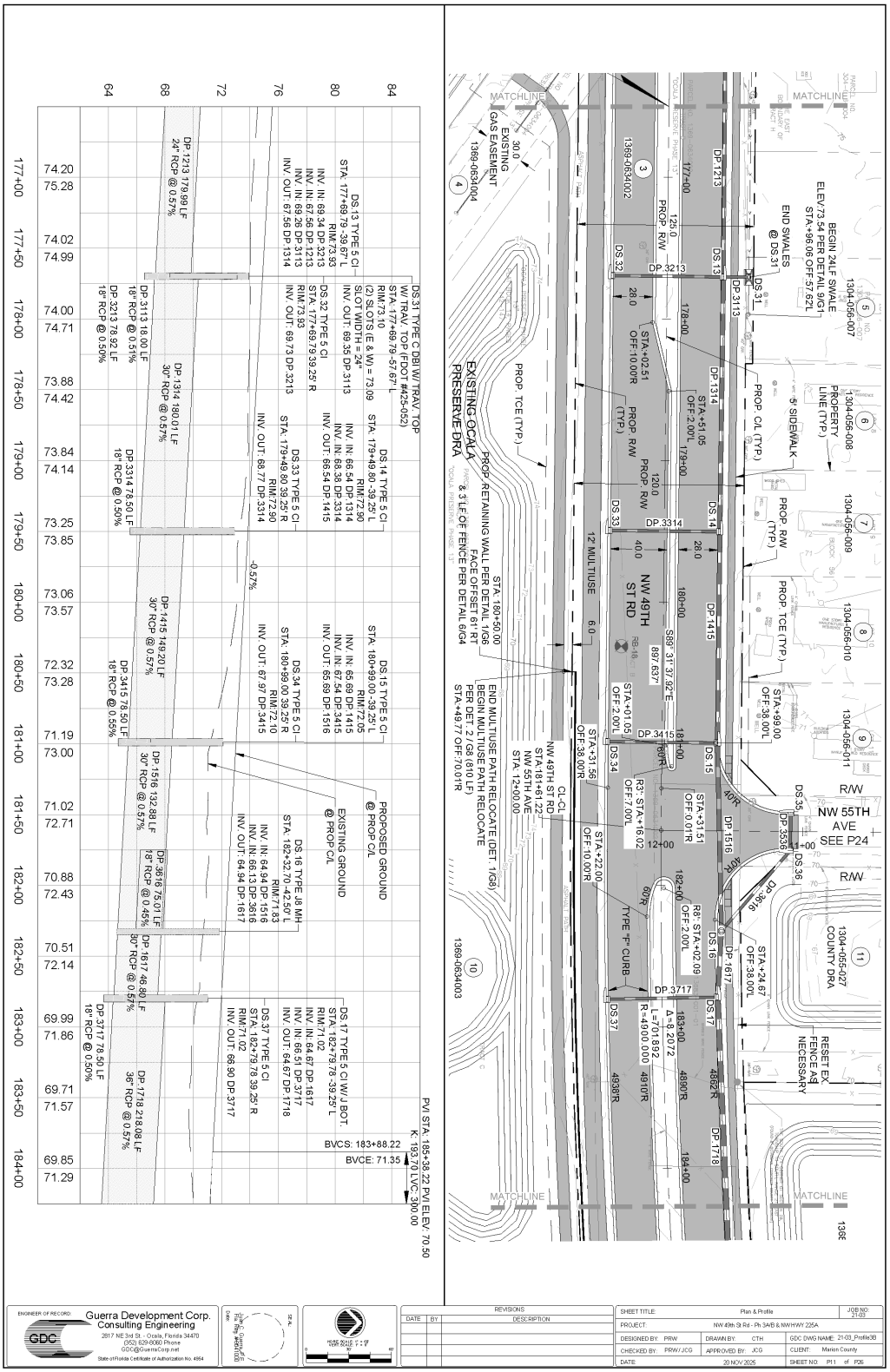


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REVISIONS		
DATE	BY	DESCRIPTION

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PROJECT:	NW 49th St Rd - Ph 3A/B & NW HWY 225A		
DESIGNED BY: PRW	DRAWN BY: CTH	GDC DWG NAME: 21-03_Profile3B	
CHECKED BY: PRW / JCG	APPROVED BY: JCG	CLIENT: Marion County	
DATE:	20 NOV 2025	SHEET NO: P11 of P26	

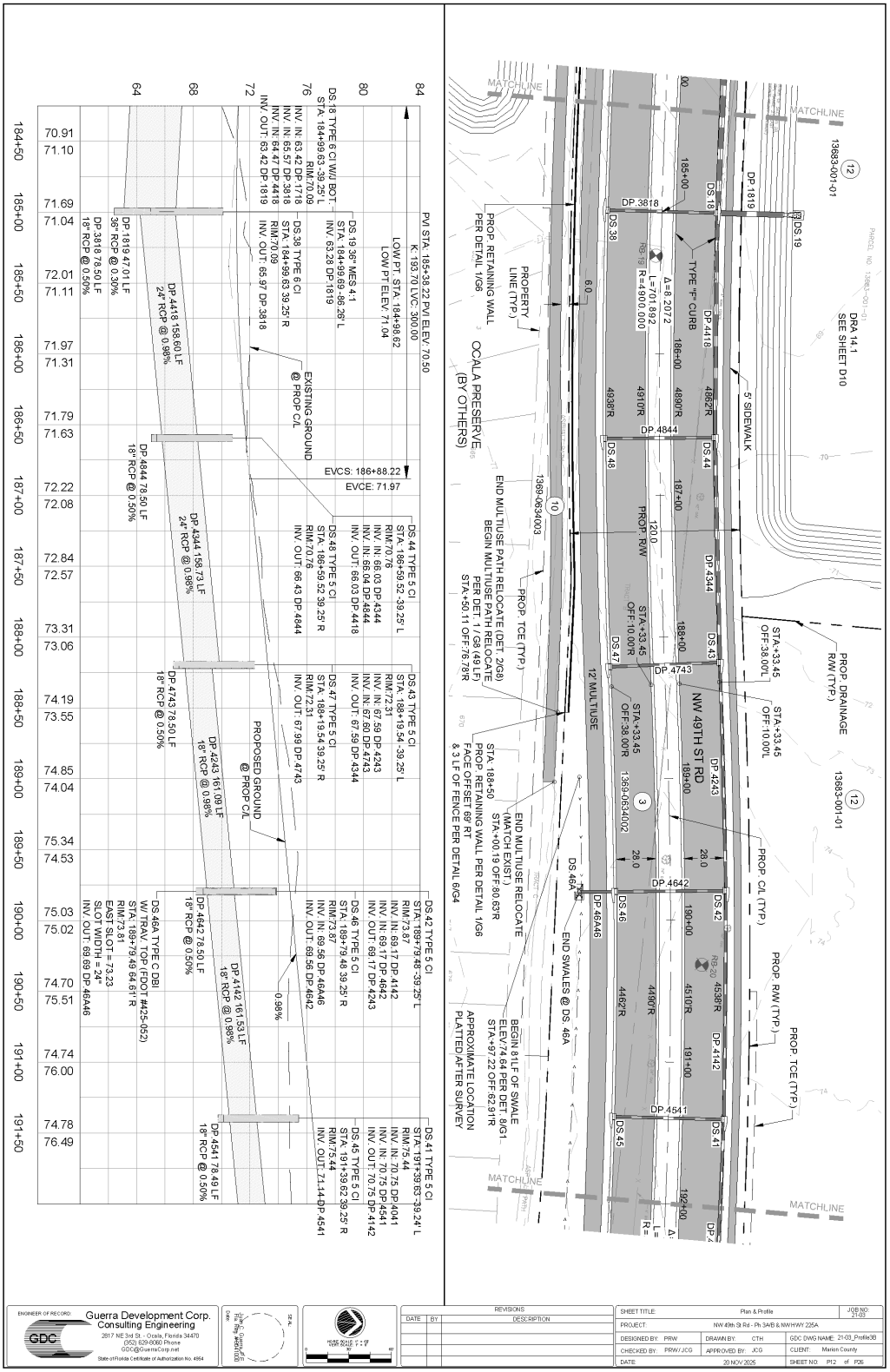
Parcel 10:



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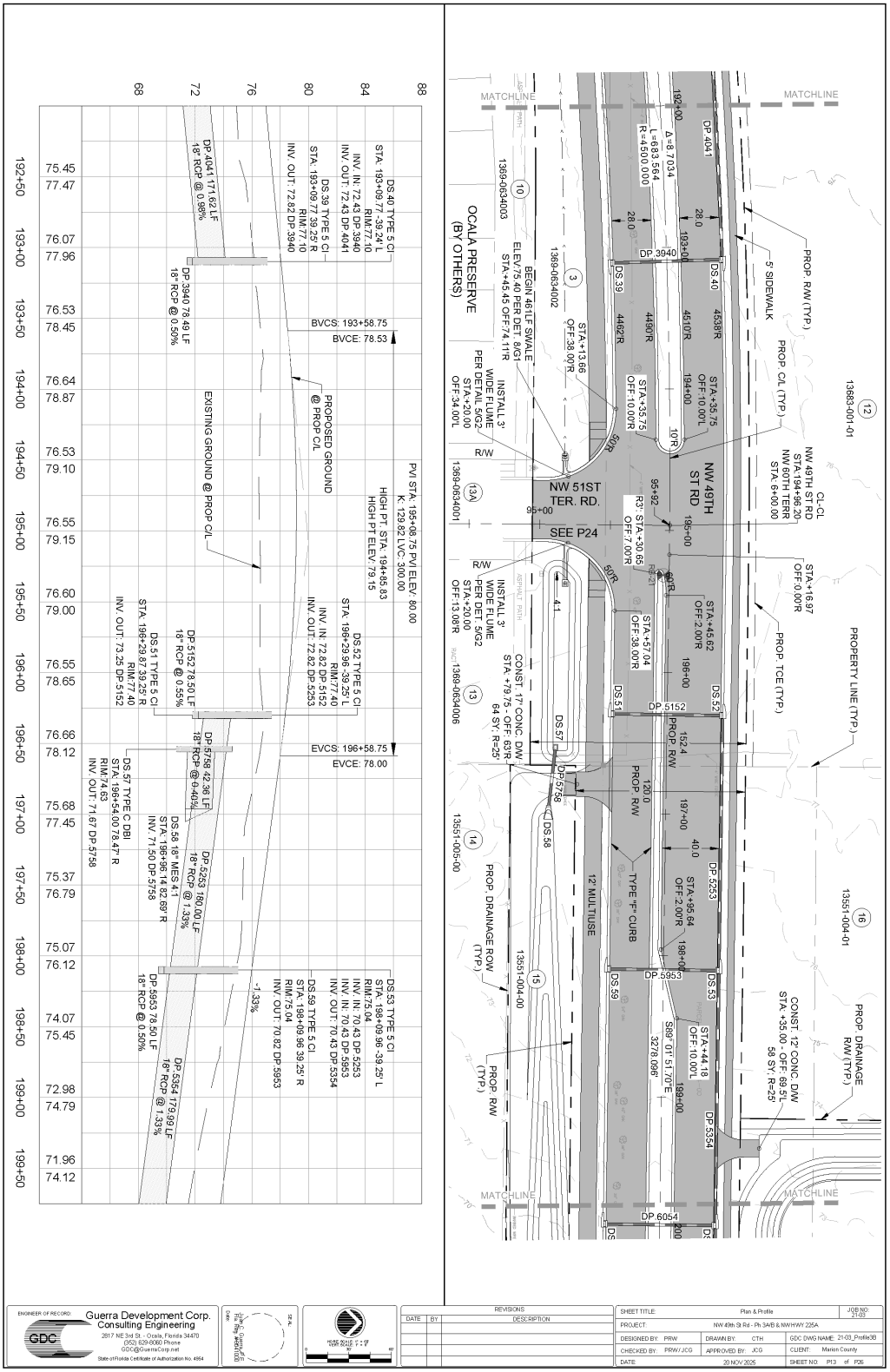
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PROJECT:	NW 49th St Rd - Ph 3A/B & NW HWY 225A		
DESIGNED BY: PRW	DRAWN BY: CTH	GDC DWG NAME: 21-03_Profile3B	
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DATE:	20 NOV 2025	SHEET NO: P12 of P26	



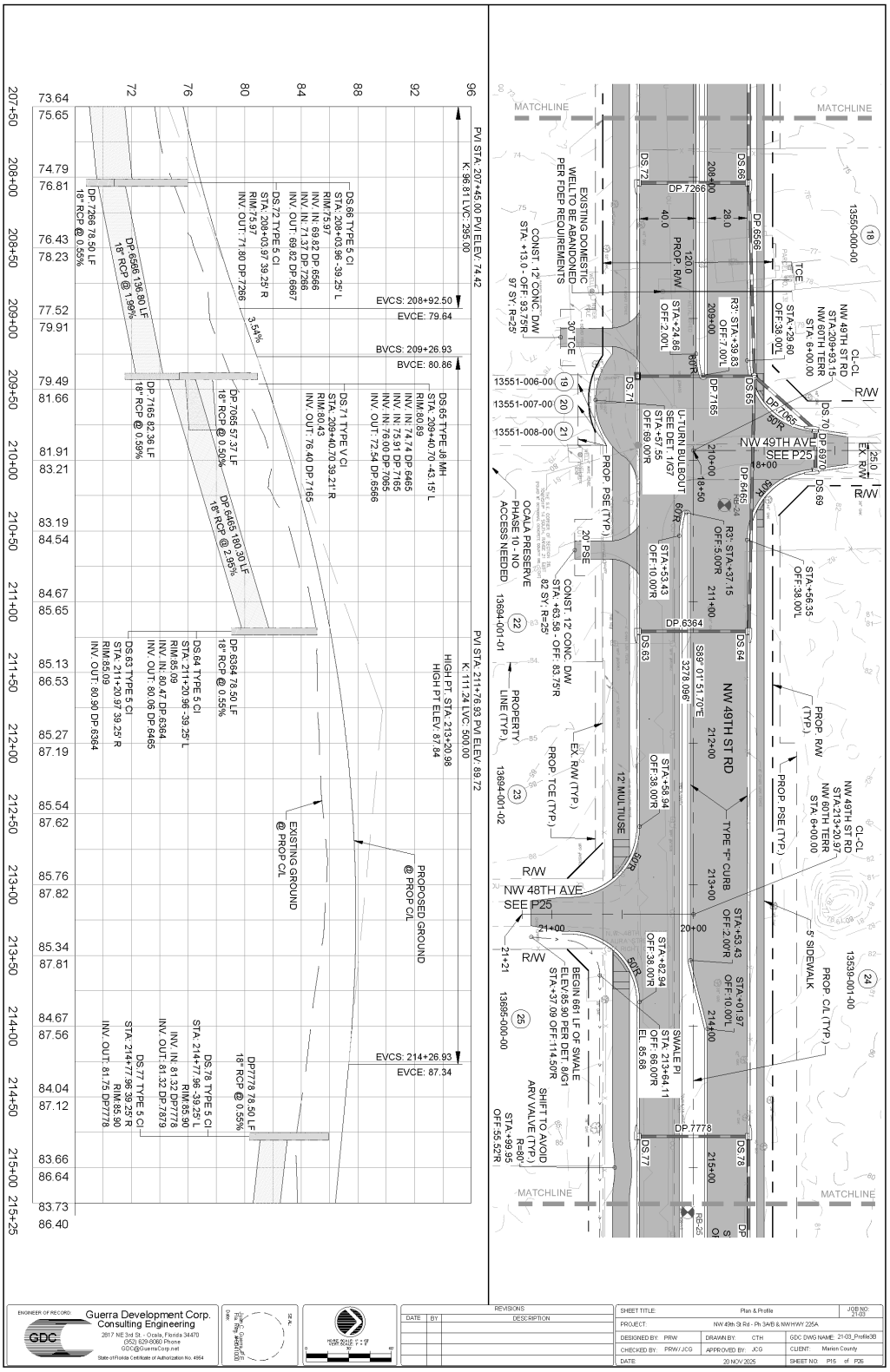
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REVISIONS

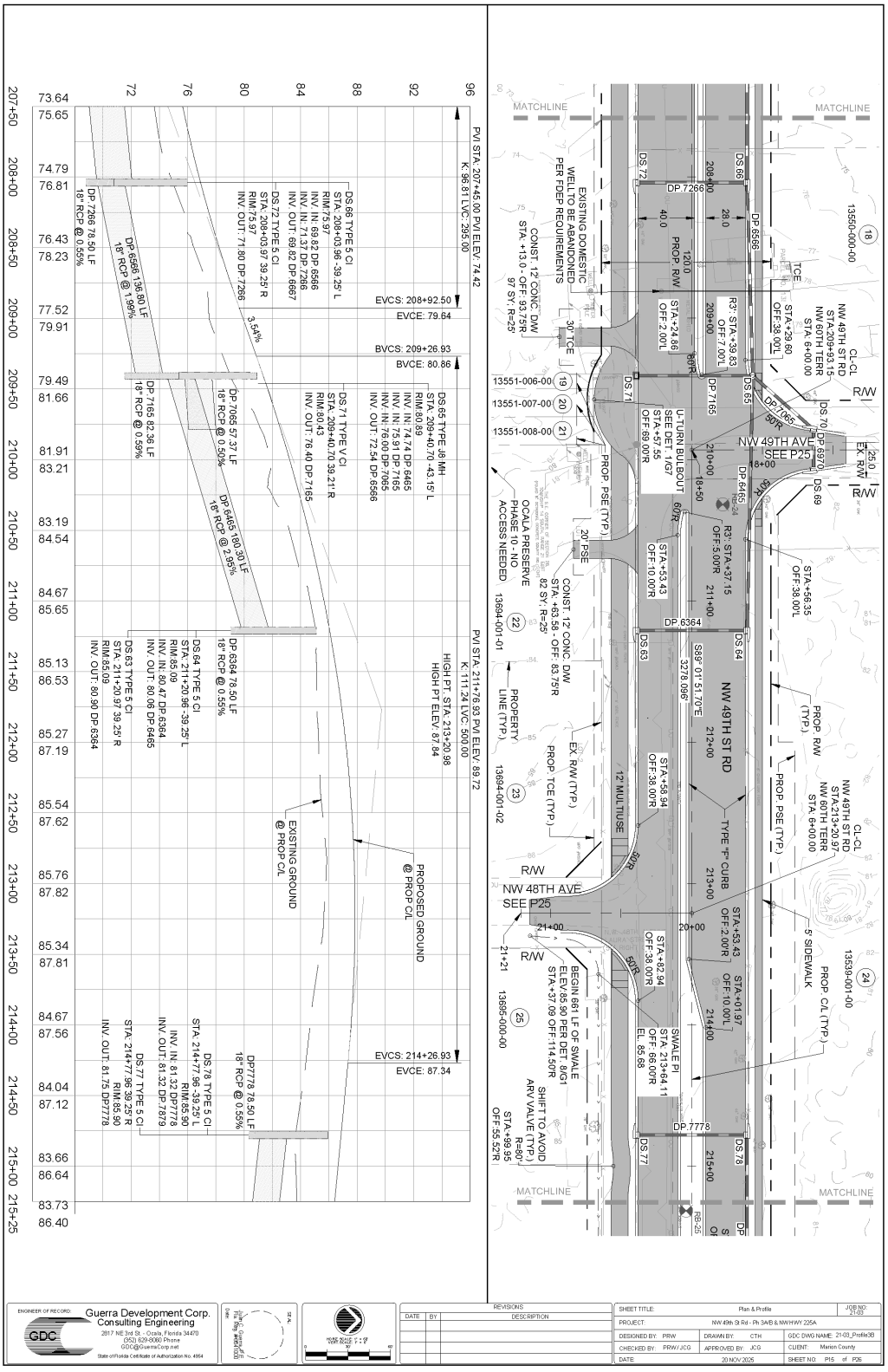
DATE	BY	DESCRIPTION

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CHECKED BY: PRW / JCG	APPROVED BY: JCG	CLIENT: Marion County	
DATE:	20 NOV 2025	SHEET NO: P13 of P26	

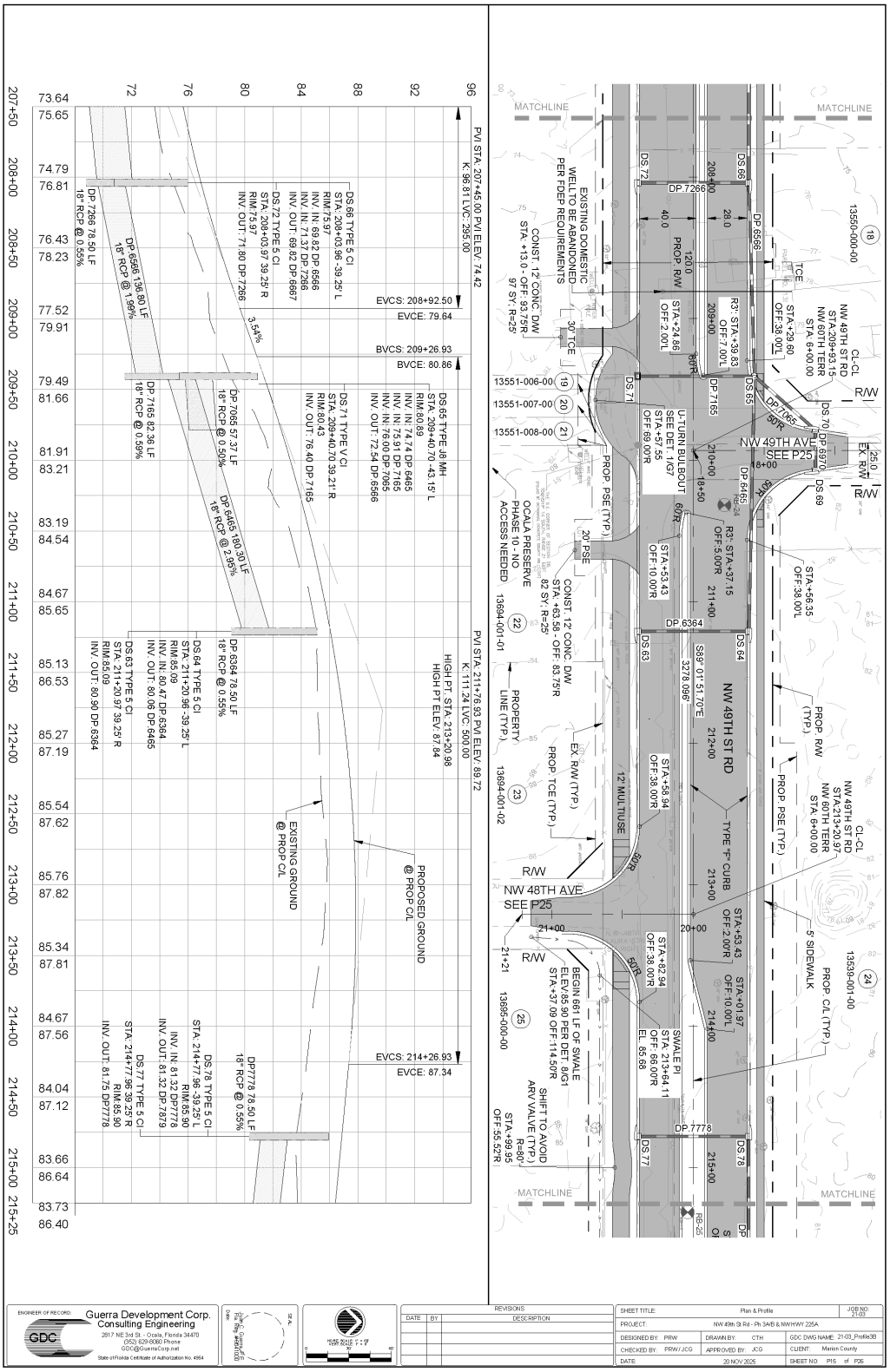
Parcel 19:


MATCHLINE
NW 49TH AVE
SEE P25
NW 48TH AVE
SEE P25
NW 49TH ST RD
NW 49TH ST RD STA:209+93.15 NW 60TH TERR STA: 6+00.00
NW 49TH ST RD STA:213+20.97 NW 60TH TERR STA: 6+00.00
CL-CL
R/W
EX. R/W
PROP. R/W (TYP.)
PROP. PSE (TYP.)
PROP. TCE (TYP.)
PROP. C/L (TYP.)
EX. R/W (TYP.)
PROPERTY LINE (TYP.)
TYPE "F" CURB
5' SIDEWALK
12' MULTIUSE
EXISTING DOMESTIC WELL TO BE ABANDONED PER FDEP REQUIREMENTS
CONST. 12' CONC. D/W STA: +13.0 - OFF: 93.75'R 97 SY; R=25'
CONST. 12' CONC. D/W STA: +63.58 - OFF: 83.75'R 82 SY; R=25'
OCALA PRESERVE PHASE 10 - NO ACCESS NEEDED
U-TURN BULBOUT SEE DET. 1/GP STA: 210+50 OFF: 69.00'R
BEGIN 661 LF OF SWALE ELEV:85.90 PER DET. 8/G1 STA:+37.09 OFF:114.50'R
SHIFT TO AVOID ARV VALVE (TYP.) R=80'
SWALE PI STA: 213+64.11 OFF: 66.00'R EL: 85.88
STA:+99.95 OFF:55.52'R
DP 7266
DP 6568
DP 7165
DP 6364
DP 6465
DP 7778
DS.86
DS.72
DS.71
DS.65
DS.69
DS.63
DS.64
DS.77
DS.78
13550-000-00
13551-006-00
13551-007-00
13551-008-00
13694-001-01
13694-001-02
13695-000-00
13539-001-00
PVI STA: 207+45.00 PVI ELEV: 74.42
K: 96.81 LVC: 295.00
EVCS: 208+92.50
EVCE: 79.64
BVCS: 209+26.93
BVCE: 80.86
PVI STA: 211+76.83 PVI ELEV: 89.72
K: 111.24 LVC: 500.00
HIGH PT. STA: 213+20.98
HIGH PT ELEV: 87.84
EVCS: 214+26.93
EVCE: 87.34
EXISTING GROUND @ PROP C/L
PROPOSED GROUND @ PROP C/L
DP 7266 78.50 LF 18" RCP @ 0.55%
DP 6568 136.80 LF 18" RCP @ 1.99%
DP 7165 82.36 LF 18" RCP @ 0.59%
DP 7065 57.37 LF 18" RCP @ 0.50%
DP 6465 160.30 LF 18" RCP @ 2.95%
DP 6364 78.50 LF 18" RCP @ 0.55%
DP7778 78.50 LF 18" RCP @ 0.55%
3.54%
DS.86 TYPE 5 CI STA: 208+03.96' -39.25' L RIM:75.97 INV. IN: 69.82 DP: 6586 INV. IN: 71.37 DP: 7266 INV. OUT: 69.82 DP: 6667
DS.72 TYPE 5 CI STA: 208+03.97' 39.25' R RIM:75.97 INV. OUT: 71.80 DP: 7266
DS.71 TYPE V CI STA: 209+40.70' 39.21' R RIM:80.43 INV. OUT: 76.40 DP: 7165
DS.65 TYPE :48 MH STA: 209+40.70' -43.15' L RIM:80.89 INV. IN: 74.74 DP: 6465 INV. IN: 75.91 DP: 7165 INV. IN: 76.00 DP: 7065 INV. OUT: 72.54 DP: 6566
DS.64 TYPE 5 CI STA: 211+20.96' -39.25' L RIM:85.09 INV. IN: 80.47 DP: 6364 INV. OUT: 80.06 DP: 6465
DS.63 TYPE 5 CI STA: 211+20.97' 39.25' R RIM:85.09 INV. OUT: 80.90 DP: 6364
DS.78 TYPE 5 CI STA: 214+77.96' -39.25' L RIM:85.90 INV. IN: 81.32 DP7778 INV. OUT: 81.32 DP: 7879
DS.77 TYPE 5 CI STA: 214+77.96' 39.25' R RIM: 85.90 INV. OUT: 81.75 DP7778
ENGINEER OF RECORD:
Guerra Development Corp. Consulting Engineering
2817 NE 3rd St. - Ocala, Florida 34470
(352) 629-0060 Phone
GDC@GuerraComp.net
State of Florida Certificate of Authorization No. 4964
REVISIONS
DATE | BY | DESCRIPTION
SHEET TITLE: Plan & Profile
JOB NO: 21-03
PROJECT: NW 49th St Rd - Ph 3A/B & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
GDC DWG NAME: 21-03_Profile3B
CHECKED BY: PRW / JCG
APPROVED BY: JCG
CLIENT: Marion County
DATE: 20 NOV 2025
SHEET NO: P15 of P26

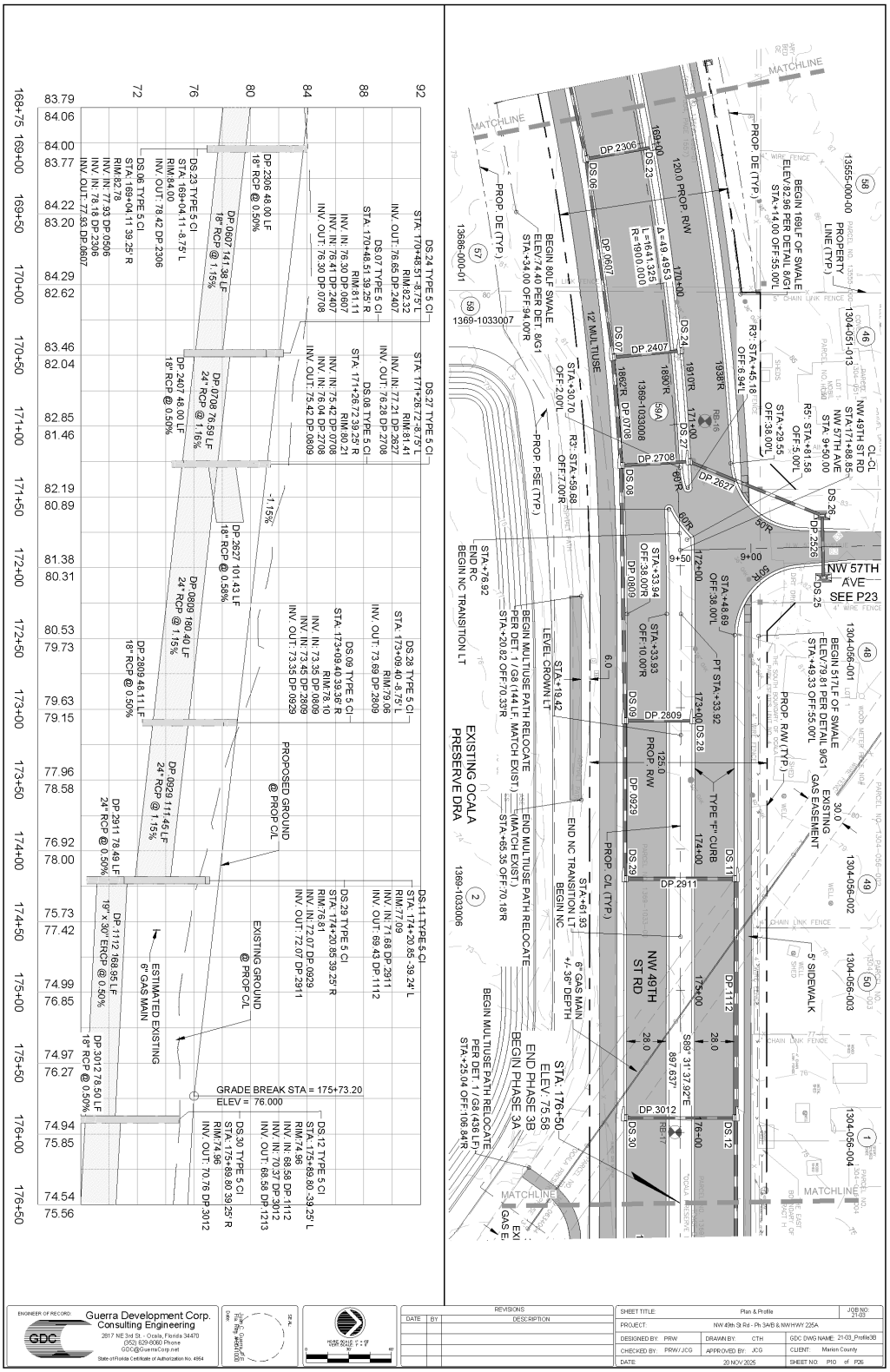
Parcel 20:

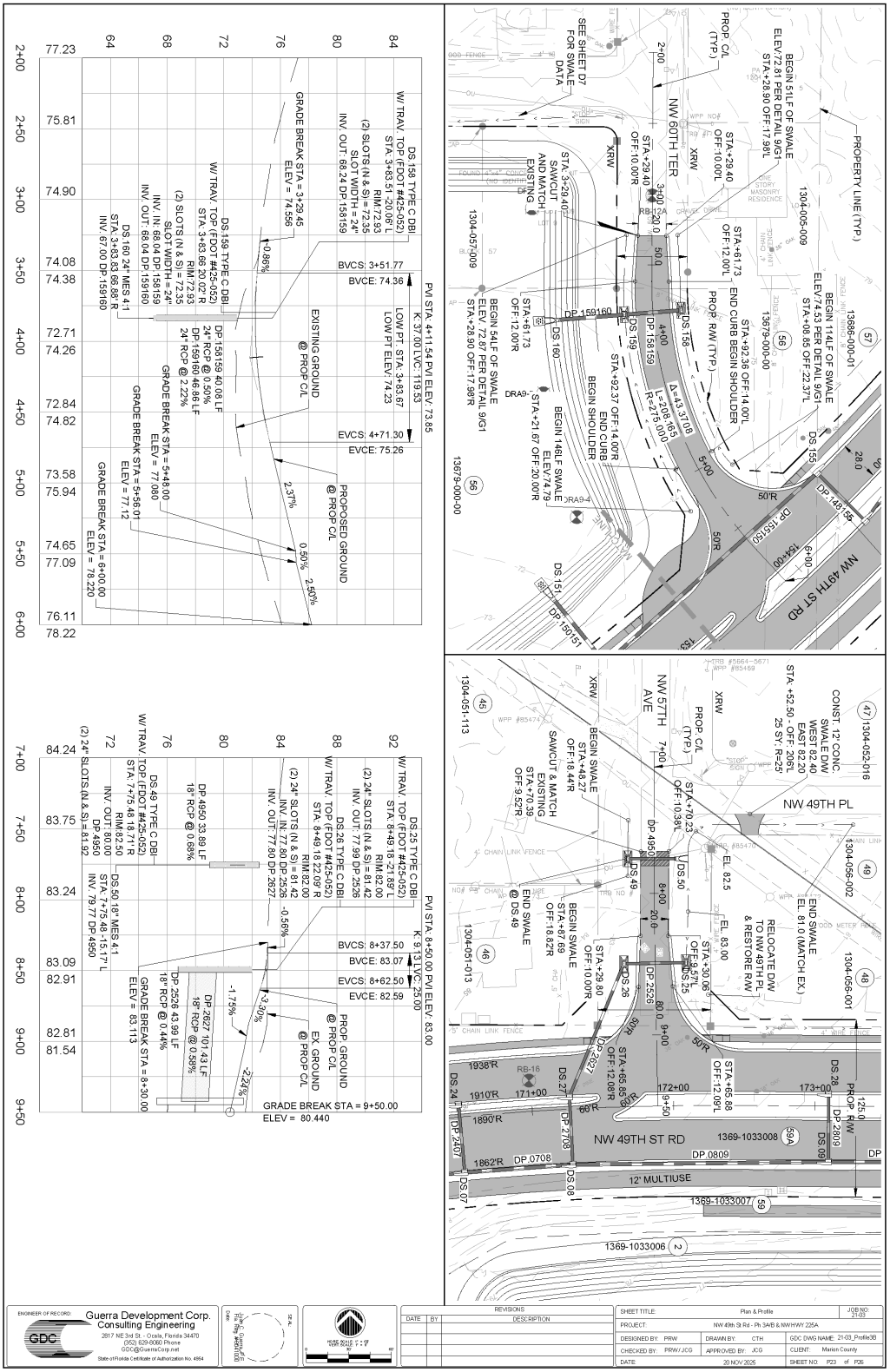

MATCHLINE
NW 49TH ST RD
NW 48TH AVE
SEE P25
PROP. R/W
PROP. TCE (TYP.)
EX. R/W (TYP.)
PROP. PSE (TYP.)
PROPERTY LINE (TYP.)
12' MULTIUSE
5' SIDEWALK
TYPE 'F' CURB
DP 7266
DP 6568
DP 7165
DP 6364
DP 7778
DP 6465
DP 7066
DP 6564
DP 7286
DP 6584
DP 7778
DS.66 TYPE 5 CI
STA: 208+03.96 -39.25' L
RIM 75.97
INV. IN: 69.82 DP. 6586
INV. IN: 71.37 DP. 7286
INV. OUT: 69.82 DP. 6667
DS.72 TYPE 5 CI
STA: 208+03.97 39.25' R
RIM 75.97
INV. OUT: 71.80 DP. 7266
DP. 7286 78.50 LF
18" RCP @ 0.55%
DP. 6586 136.80 LF
18" RCP @ 1.99%
3.54%
DP. 7165 82.36 LF
18" RCP @ 0.59%
DP. 7066 57.37 LF
18" RCP @ 0.50%
DP. 6465 160.30 LF
18" RCP @ 2.95%
DS.71 TYPE V CI
STA: 209+40.70 39.21' R
RIM 80.43
INV. OUT: 76.40 DP. 7165
DS.65 TYPE 48 MH
STA: 209+40.70 -43.15' L
RIM 80.89
INV. IN: 74.74 DP. 6465
INV. IN: 75.91 DP. 7165
INV. IN: 76.00 DP. 7065
INV. OUT: 72.54 DP. 6566
PVI STA: 207+45.00 PVI ELEV: 74.42
K: 96.81 LVC: 285.00
EVCS: 208+92.50
EVCE: 79.64
BVCS: 209+26.93
BVCE: 80.86
HIGH PT. STA: 213+20.98
HIGH PT ELEV: 87.84
PVI STA: 211+76.83 PVI ELEV: 89.72
K: 111.24 LVC: 500.00
DP. 6364 78.50 LF
18" RCP @ 0.55%
DS.64 TYPE 5 CI
STA: 211+20.96 -39.25' L
RIM 85.09
INV. IN: 80.47 DP. 6364
INV. OUT: 80.06 DP. 6465
DS.63 TYPE 5 CI
STA: 211+20.97 39.25' R
RIM 85.09
INV. OUT: 80.90 DP. 6364
EXISTING GROUND @ PROP C/L
PROPOSED GROUND @ PROP C/L
DP7778 78.50 LF
18" RCP @ 0.55%
DS.78 TYPE 5 CI
STA: 214+77.96 -39.25' L
RIM 85.90
INV. IN: 81.32 DP7778
INV. OUT: 81.32 DP. 7879
DS.77 TYPE 5 CI
STA: 214+77.96 39.25' R
RIM 85.90
INV. OUT: 81.75 DP7778
EVCS: 214+26.93
EVCE: 87.34
207+50
208+00
208+50
209+00
209+50
210+00
210+50
211+00
211+50
212+00
212+50
213+00
213+50
214+00
214+50
215+00
215+25
73.64
75.65
74.79
76.81
76.43
78.23
77.52
79.91
79.49
81.66
81.91
83.21
83.19
84.54
84.67
85.65
85.13
86.53
85.27
87.19
85.54
87.62
85.76
87.82
85.34
87.81
84.67
87.56
84.04
87.12
83.66
86.64
83.73
86.40
96
92
88
84
80
76
72
Guerra Development Corp.
Consulting Engineering
2817 NE 3rd St. - Ocala, Florida 34470
(352) 629-0060 Phone
GDC@GuerraDevCorp.net
State of Florida Certificate of Authorization No. 4964
REVISIONS
DATE | BY | DESCRIPTION
SHEET TITLE: Plan & Profile
JOB NO: 21-03
PROJECT: NW 49th St Rd - Ph 3A/B & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
GDC DWG NAME: 21-03_Profile38
CHECKED BY: PRW / JCG
APPROVED BY: JCG
CLIENT: Marion County
DATE: 20 NOV 2025
SHEET NO: P15 of P26

Parcel 21:


MATCHLINE
NW 49TH AVE
SEE P25
NW 49TH ST RD
NW 48TH AVE
SEE P25
PROP. R/W
PROP. TCE (TYP.)
PROP. PSE (TYP.)
EX. R/W
TCE
30' TCE
20' PSE
12' MULTIUSE
5' SIDEWALK
PROP. C/L (TYP.)
EXISTING DOMESTIC WELL TO BE ABANDONED PER FDEP REQUIREMENTS
U-TURN BULBOUT
TYPE "F" CURB
PROPERTY LINE (TYP.)
OCALA PRESERVE PHASE 10 - NO ACCESS NEEDED
BEGIN 661 LF OF SWALE ELEV 85.90 PER DET. 8/G1
SHIFT TO AVOID ARV VALVE (TYP.)
EXISTING GROUND @ PROP C/L
PROPOSED GROUND @ PROP C/L
PVI STA: 207+45.00 PVI ELEV: 74.42
K: 96.81 LVC: 285.00
EVCS: 208+92.50
EVCE: 79.64
BVCS: 209+26.93
BVCE: 80.86
PVI STA: 211+76.83 PVI ELEV: 89.72
K: 111.24 LVC: 500.00
HIGH PT. STA: 213+20.98
HIGH PT ELEV: 87.84
EVCS: 214+26.93
EVCE: 87.34
DP 7266 78.50 LF 18" RCP @ 0.55%
DP 6586 136.80 LF 18" RCP @ 1.99%
DP 7165 82.36 LF 18" RCP @ 0.59%
DP 7066 57.37 LF 18" RCP @ 0.50%
DP 6465 160.30 LF 18" RCP @ 2.95%
DP 6364 78.50 LF 18" RCP @ 0.55%
DP7778 78.50 LF 18" RCP @ 0.55%
3.54%
Guerra Development Corp.
Consulting Engineering
2617 NE 3rd St. - Ocala, Florida 34470
(352) 629-0060 Phone
GDC@GuerraDevCorp.net
State of Florida Certificate of Authorization No. 4964
REVISIONS
DATE | BY | DESCRIPTION
SHEET TITLE: Plan & Profile
JOB NO: 21-03
PROJECT: NW 49th St Rd - Ph 3A/B & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
GDC DWG NAME: 21-03_Profile3B
CHECKED BY: PRW / JCG
APPROVED BY: JCG
CLIENT: Marion County
DATE: 20 NOV 2025
SHEET NO: P15 of P26

Parcel 59:


NW 57TH AVE
SEE P23
NW 49TH ST RD
EXISTING OCALA PRESERVE DRA
BEGIN PHASE 3A
END PHASE 3B
STA. 176+50
ELEV. 75.58
GRADE BREAK STA = 175+73.20
ELEV = 76.000
DP 2306 48.00 LF 18" RCP @ 0.50%
DP 0607 141.38 LF 18" RCP @ 1.15%
DP 2407 48.00 LF 18" RCP @ 0.50%
DP 0708 76.59 LF 24" RCP @ 1.16%
DP 2627 101.43 LF 18" RCP @ 0.58%
DP 0809 160.40 LF 24" RCP @ 1.15%
DP 2809 48.11 LF 18" RCP @ 0.50%
DP 0929 111.45 LF 24" RCP @ 1.15%
DP 2911 78.49 LF 24" RCP @ 0.50%
DP 1112 168.95 LF 19" x 30" ERCP @ 0.50%
DP 3012 78.50 LF 18" RCP @ 0.50%
PROPOSED GROUND @ PROP C/L
EXISTING GROUND @ PROP C/L
ESTIMATED EXISTING 6" GAS MAIN
-1.15%
168+75
169+00
169+50
170+00
170+50
171+00
171+50
172+00
172+50
173+00
173+50
174+00
174+50
175+00
175+50
176+00
176+50

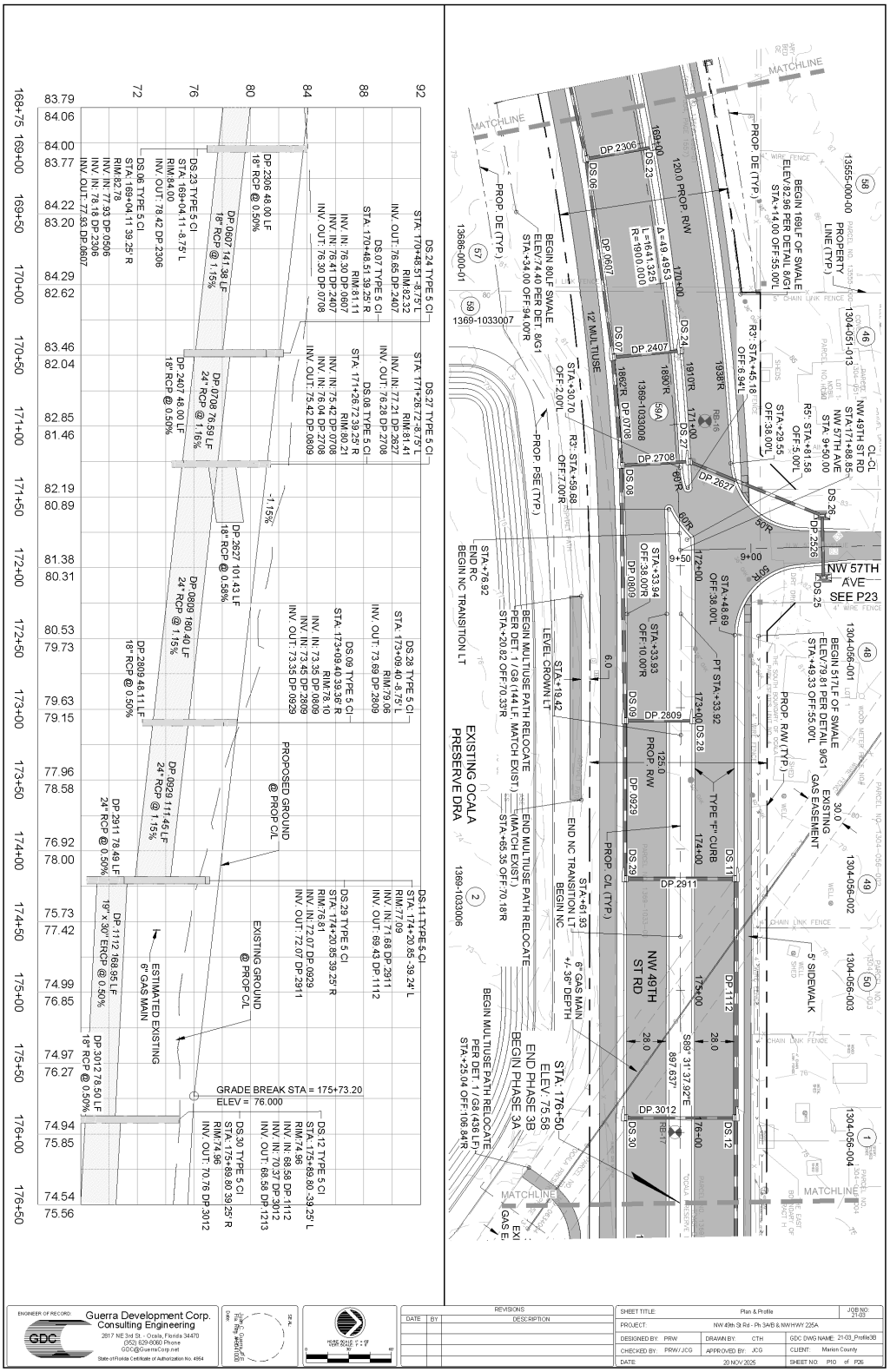


ENGINEER OF RECORD:
Guerra Development Corp.
Consulting Engineering
2617 NE 3rd St. - Ocala, Florida 34470
(352) 629-9080 Phone
GDC@GuerraCorp.net
State of Florida Certificate of Authorization No. 4964

REVISIONS:		
DATE	BY	DESCRIPTION

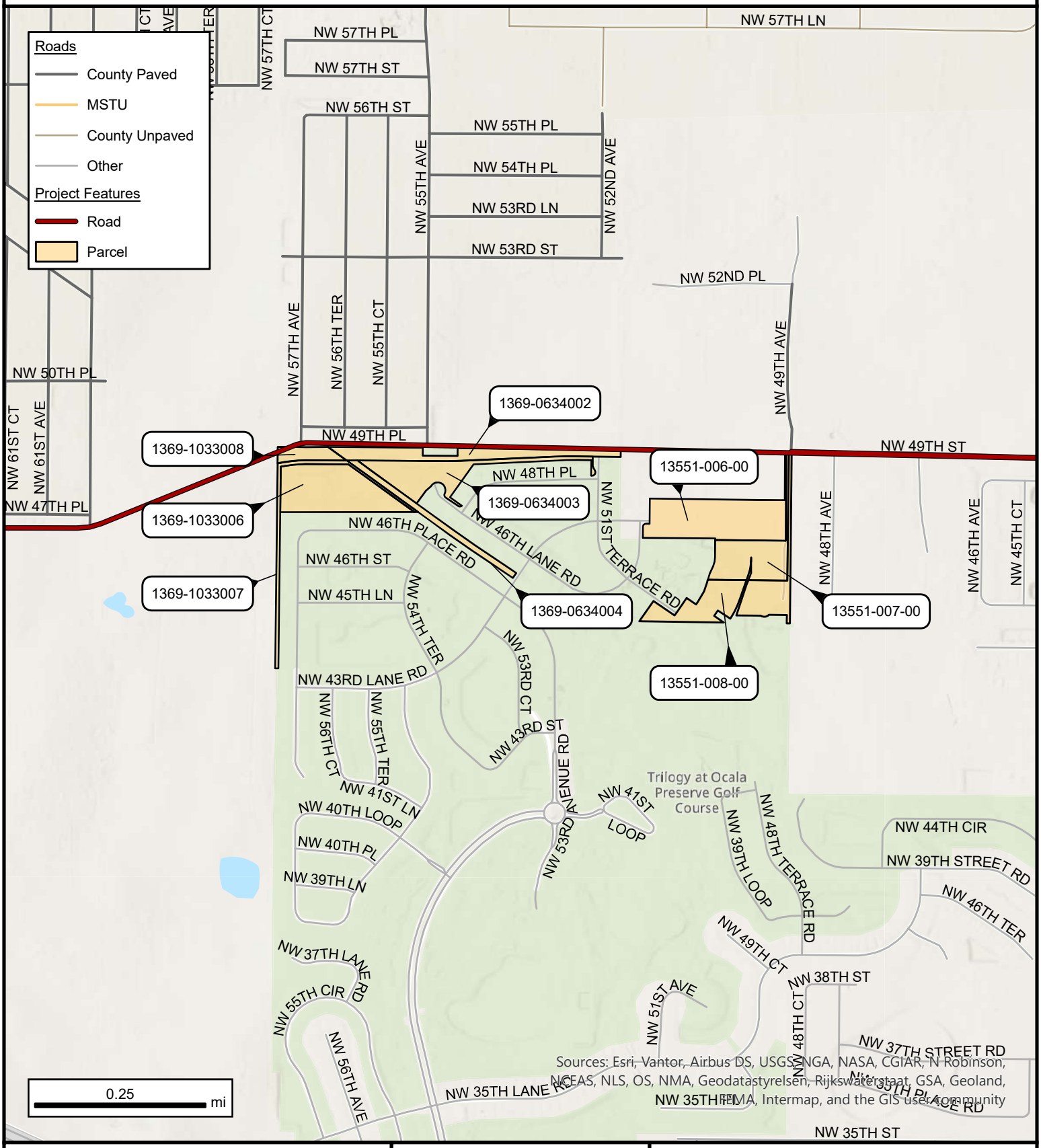
SHEET TITLE:	Plan & Profile		JOB NO: 21-03
PROJECT:	NW 49th St Rd - Ph 3A/B & NW HWY 225A		
DESIGNED BY: PRW	DRAWN BY: CTH	GDC DWG NAME: 21-03_Profile3B	
CHECKED BY: PRW / JCG	APPROVED BY: JCG	CLIENT: Marion County	
DATE:	20 NOV 2025	SHEET NO: P23 of P26	

Parcel 59A:


NW 57TH AVE
SEE P23
NW 49TH ST RD
EXISTING OCALA PRESERVE DRA
BEGIN PHASE 3A
END PHASE 3B
ELEV. 75.58
STA. 176+50
GRADE BREAK STA = 175+73.20
ELEV = 76.000
PROPOSED GROUND @ PROP C/L
EXISTING GROUND @ PROP C/L
ESTIMATED EXISTING 6" GAS MAIN
MATCHLINE
PROP. DE (TYP.)
PROP. PSE (TYP.)
PROP. C/L (TYP.)
PROP. R/W (TYP.)
12' MULTIUSE
5' SIDEWALK
EXISTING GAS EASEMENT
6" GAS MAIN +/- 36" DEPTH
DP 2306
DP 0607
DP 2407
DP 0708
DP 2708
DP 2627
DP 2526
DP 0809
DP 2809
DP 0929
DP 2911
DP 1112
DP 3012
DS.06
DS.07
DS.08
DS.09
DS.11
DS.12
DS.23
DS.24
DS.25
DS.26
DS.27
DS.28
DS.29
DS.30
1369-1033007
1369-1033008
1369-1033006
13555-000-00
13686-000-01
1304-051-013
1304-056-001
1304-056-002
1304-056-003
1304-056-004
BEGIN 168LF OF SWALE ELEV:82.96 PER DETAIL 8/G1 STA:+14.00 OFF:55.00'L
BEGIN 80LF SWALE ELEV:74.40 PER DET. 8/G1 STA:+34.00 OFF:94.00'R
BEGIN 517LF OF SWALE ELEV:79.81 PER DETAIL 9/G1 STA:+49.33 OFF:55.00'L
BEGIN NC TRANSITION LT
END RC
BEGIN MULTIUSE PATH RELOCATE PER DET. 1 / G8 (144 LF MATCH EXIST.) STA:+20.82 OFF:70.33R
END MULTIUSE PATH RELOCATE (MATCH EXIST.) STA:+65.35 OFF:70.18R
BEGIN MULTIUSE PATH RELOCATE PER DET. 1 / G8 (436 LF) STA:+25.04 OFF:106.84R
LEVEL CROWN LT
TYPE "F" CURB
PT STA:+33.92
DS.24 TYPE 5 CI STA: 170+48.51 -8.75' L RIM:82.32 INV. OUT: 76.65 DP.2407
DS.07 TYPE 5 CI STA: 170+48.51 -39.25' L RIM:81.71 INV. IN: 76.30 DP.0607 INV. IN: 76.41 DP.2407 INV. OUT: 76.30 DP.0708
DS.27 TYPE 5 CI STA: 171+26.72 -8.75' L RIM:81.41 INV. IN: 77.21 DP.2627 INV. OUT: 76.28 DP.2708
DS.08 TYPE 5 CI STA: 171+26.72 39.25' R RIM:80.21 INV. IN: 75.42 DP.0708 INV. IN: 76.04 DP.2708 INV. OUT: 75.42 DP.0809
DS.28 TYPE 5 CI STA: 173+09.40 -8.75' L RIM:79.06 INV. OUT: 73.69 DP.2809
DS.09 TYPE 5 CI STA: 173+09.40 39.25' R RIM:78.10 INV. IN: 73.35 DP.0809 INV. IN: 73.45 DP.2809 INV. OUT: 73.35 DP.0929
DS.11 TYPE 5 CI STA: 174+20.85 -39.24' L RIM:77.09 INV. IN: 71.68 DP.2911 INV. OUT: 69.43 DP.1112
DS.29 TYPE 5 CI STA: 174+20.85 39.25' R RIM:76.81 INV. IN: 72.07 DP.0929 INV. OUT: 72.07 DP.2911
DS.12 TYPE 5 CI STA: 175+89.80 -39.25' L RIM:74.96 INV. IN: 68.58 DP.1112 INV. IN: 70.37 DP.3012 INV. OUT: 68.58 DP.1213
DS.30 TYPE 5 CI STA: 175+89.80 39.25' R RIM:74.96 INV. OUT: 70.76 DP.3012
DP 2306 48.00 LF 18" RCP @ 0.50%
DP 0607 141.38 LF 18" RCP @ 1.15%
DP 2407 48.00 LF 18" RCP @ 0.50%
DP 0708 76.59 LF 24" RCP @ 1.16%
DP 2627 101.43 LF 18" RCP @ 0.58%
DP 0809 160.40 LF 24" RCP @ 1.15%
DP 2809 48.11 LF 18" RCP @ 0.50%
DP 0929 111.45 LF 24" RCP @ 1.15%
DP 2911 78.49 LF 24" RCP @ 0.50%
DP 1112 168.95 LF 19" x 30" ERCP @ 0.50%
DP 3012 78.50 LF 18" RCP @ 0.50%
DS.06 TYPE 5 CI STA:169+04.11 39.25' R RIM:82.78 INV. IN: 77.93 DP.0506 INV. IN: 78.18 DP.2306 INV. OUT: 77.93 DP.0607
DS.06 TYPE 5 CI STA:169+04.11 -8.75' L RIM:84.00 INV. OUT: 78.42 DP.2306
DS.23 TYPE 5 CI STA:169+04.11 -8.75' L RIM:84.00 INV. OUT: 78.42 DP.2306
-1.15%
-1.15%
168+75 169+00 169+50 170+00 170+50 171+00 171+50 172+00 172+50 173+00 173+50 174+00 174+50 175+00 175+50 176+00 176+50
83.79 84.06 84.00 83.77 84.22 83.20 84.29 82.62 83.46 82.04 82.85 81.46 82.19 80.89 81.38 80.31 80.53 79.73 79.63 79.15 77.96 78.58 76.92 78.00 75.73 77.42 74.99 76.85 74.97 76.27 74.94 75.85 74.54 75.56
72 76 80 84 88 92
ENGINEER OF RECORD: Guerra Development Corp. Consulting Engineering
2817 NE 3rd St. - Ocala, Florida 34470
(352) 629-0060 Phone
GDC@GuerraDevCorp.net
State of Florida Certificate of Authorization No. 4964
REVISIONS
DATE | BY | DESCRIPTION
SHEET TITLE: Plan & Profile
JOB NO: 21-03
PROJECT: NW 49th St Rd - Ph 3A/B & NW HWY 225A
DESIGNED BY: PRW
DRAWN BY: CTH
GDC DWG NAME: 21-03_Profile3B
CHECKED BY: PRW / JCG
APPROVED BY: JCG
CLIENT: Marion County
DATE: 20 NOV 2025
SHEET NO: P10 of P26

ENGINEER OF RECORD:	Guerra Development Corp. Consulting Engineering	REVISIONS: DATE / BY / DESCRIPTION	SHEET TITLE: Plan & Profile	JOB NO: 21-03
GDC	2617 NE 3rd St. - Ocala, Florida 34470 (352) 629-9080 Phone GDC@GuerraCorp.net State of Florida Certificate of Authorization No. 4954		PROJECT: NW 49th St Rd - Ph 3A/B & NW HWY 225A	
			DESIGNED BY: PRW / DRAWN BY: CTH / GDC DWG NAME: 21-03_Profile3B	
			CHECKED BY: PRW / APPROVED BY: JCG / CLIENT: Marion County	
			DATE: 20 NOV 2025 / SHEET NO: P23 of P26	

NW 49th Street Phase 3 Project



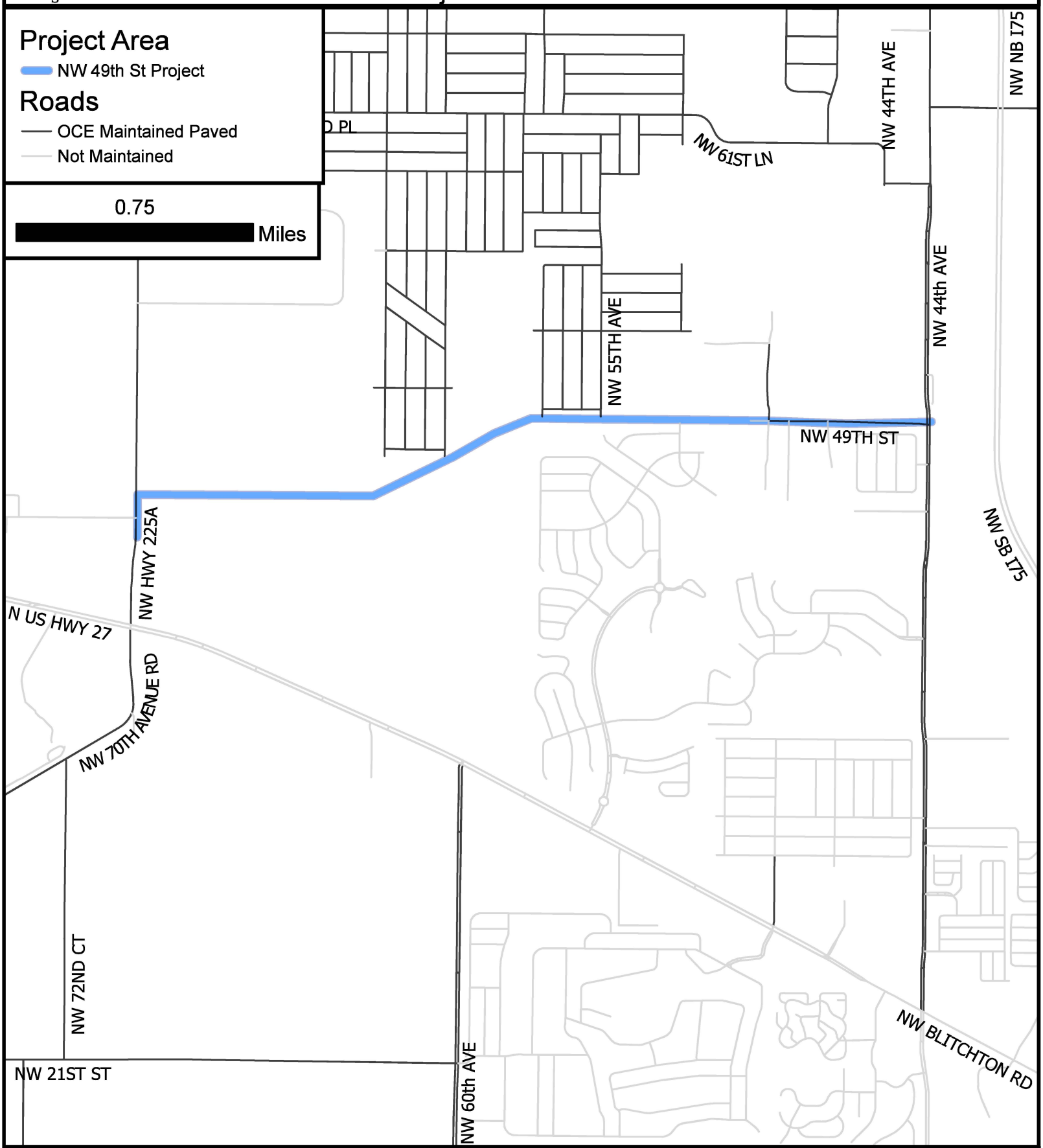
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Author: Jason Freeman
Printed: June 30, 2026

Scale: 1:12,000

Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

NW 49th Street Phase 3
(From 225A to NW 44th Ave)
Project # TIP60800F



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 10/21/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23288 **Agenda Date:** 7/7/2026 **Agenda No.:** 9.1.

SUBJECT:
Request for Release of Lien on Code Enforcement Case Number 854448, Parcel Number 03421-000-00

INITIATOR:
Chuck Varadin, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
On December 17, 2021, a Code Enforcement Board lien was recorded against David Chamblee and Lisa Chamblee for littering, operating an auto repair business in an improper zone, and having an accumulation of junk and unserviceable vehicles on the property at 1675 NE 180TH ST, CITRA (Parcel 03421-000-00). The violations were eventually cleared, and the Chamblee's have been making monthly payments on the lien amount.

Mr. Chamblee recently requested a rescission of the lien balance, and the Code Enforcement Board heard the request on May 13, 2026. Based on the testimony presented, the Code Enforcement Board made a recommendation that the Board of County Commissioners should deny the request. David Chamblee and Lisa Chamblee do not own any other property in Marion County.

Code Enforcement Board lien	$ 9,500.00
Administrative/case costs	$ 1,427.03
Payments received	-$ 1,040.00
Balance	$ 9,887.03

Marion County Property Appraiser shows the 2025 Market Value as ninety thousand seven hundred ninety-eight dollars ($90,798) and Assessed Value as fifty thousand six hundred seven dollars ($50,607).

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to deny the request and leave the lien in full force and effect against Parcel Number 03421-000-00.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Jemery (Last) Patricia (First) (Dept) Code Enforcement - 3440

(Title) Administrative Assistant (Phone) 352-671-8912

Signature Patricia Jemery Date Thursday, May 28, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ Draft Document
- ☑ Approve as to Form
- ☐ RESUBMIT LRM No. _____
- ☐ Legal Opinion
- ☐ Other

Description of Request

Case 854448 - Received a request for rehearing on rescission/reduction of abatement lien. Please review the draft agenda item for legal sufficiency, approve and return for processing.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 7, 2026

Agenda Deadline Date for **Legal:** Friday, June 5, 2026 Agenda Deadline Date for **Admin:** Thursday, June 18, 2026

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-442

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☒ Linda Blackburn Asst. County Attorney
- ☐ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorne

Outcome:
- ☒ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney-WN at May 28, 2026

Attorney Signature: Linda J. Blackburn Date June 5, 2026

Staff Signature: Wendy Nalborczyk (Completed) Date: 6/05/2026 Returned: ☐ Department ☐ Admin ☐ _____

Rev2 03/19/2025

Marion County
Board of County Commissioners
Growth Services ▪ Code Enforcement
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

May 28, 2026

DAVID CHAMBLEE
LISA CHAMBLEE
1675 NE 180TH ST
CITRA, FL 32113-2486

RE: Case No. 854448

Dear Mr. Chamblee,

Your request for a possible rescission or reduction of the lien on the case referenced above has been scheduled to be presented on **Tuesday, July 7, 2026**, at the Board of County Commissioners public meeting. The meeting will be held at the Commissioners auditorium located at 601 SE 25th Ave., Ocala, Florida, and will start at 9:00 a.m.

Please plan on attending this meeting. If for some reason you are unable to attend, please contact me at 352-671-8912, so we can reschedule your request for a different date. If you do not contact us to reschedule, the request will be presented in your absence.

There will be a record kept of the meeting which may, upon payment of reasonable preparation charges, be available for appeals of the Board's action. Appeals are governed by Section 2-208 of the Code. The Board may, in accordance with Section 2-206(d) of the Code, proceed in your absence.

Sincerely,

Patricia Jemery

Patricia Jemery
Administrative Staff Assistant
Main: 352-671-8900 Direct: 352-671-8912
patricia.jemery@marionfl.org

RECOMMENDATION OF MARION COUNTY CODE ENFORCEMENT BOARD

On **May 13, 2026**, the Code Enforcement Board of Marion County, Florida, pursuant to Chapter 2, Article V of the Marion County Code, held a hearing on case number **854448** issued by a Marion County Code Inspector. Based upon the evidence and testimony presented, and by a motion approved by a majority of those members present and voting, the Code Enforcement Board adopted the following recommendation(s):

Based upon a request from DAVID CHAMBLEE, for a rescission or reduction of the lien imposed by the Prior Order dated **November 16, 2021,** the Board recommends to the Marion County Board of County Commissioners that the lien as levied under its Prior Order should not be amended to reduce (rescind) the lien upon **DAVID CHAMBLEE & LISA CHAMBLEE**, at the location of **1675 NE 180TH ST, CITRA,** Parcel No. **03421-000-00,** Marion County Florida.

DONE AND ORDERED by the Code Enforcement Board of Marion County, Florida, this 15 day of May, 2026.

MARION COUNTY
CODE ENFORCEMENT BOARD

By: _____
Tom Gaver, Vice-Chairperson

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true copies of the foregoing Order have been furnished to **DAVID CHAMBLEE, 1675 NE 180TH ST, CITRA, FL 32113-2486**, by U.S. mail, this 15 day of May, 2026.

_____
Board Secretary

RH

CODE ENFORCEMENT BOARD HEARING

Marion County FLORIDA

Item 6.1	Case No. 854448	April 8, 2026

Code Officer
CHARLES RICH

Owner/Respondent
DAVID CHAMBLEE &
LISA CHAMBLEE
1675 NE 180TH ST
CITRA, FL 32113-2486

Occupant/Violator
DAVID CHAMBLEE &
LISA CHAMBLEE &

Parcel Number
03421-000-00

Location
1675 NE 180TH ST,
CITRA

Location Info
This 1-acre improved property is located within an A-1 agricultural zoning classification.

Complainant
Citizen

Property Taxes
2025 Unpaid

Assessed Value
$50,607



Photo taken by CEO J. Tyson January 28, 2022

Violation: Marion County Land Development Code, Article 4, Division 2, Section 4.2.2, General requirements for all agricultural zoning classifications by operating a vehicle repair business in an improper zone, Marion County Code, Chapter 16, Article III, Section 16-91; Litter, Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, and Marion County Code, Chapter 2, Article V, Sections 2-205(c) and 2-207(a); Repeat violation

Summary: A Code Enforcement Board lien was recorded December 17, 2021, for a repeat violation of having junk and unserviceable vehicles on the 1-acre parcel owned by DAVID CHAMBLEE & LISA CHAMBLEE. The violation was later documented as having been cleared on September 10, 2024. The property owners have made $980 in payments towards the lien.

Department Recommendation
The department's recommendation is that the Code Board recommend to the Board of County Commissioners that they deny the request to reduce or rescind the lien now totaling $8,561.25.

Item 6.1

Notice Summary

Notice(s) of Violation
May 19, 2021
June 14, 2021
June 30, 2021

Notice to Appear
July 23, 2021

BACKGROUND
The photographs in the file are a true and accurate depiction of the violation(s) on the property in question, taken by CEOs Charles Rich and Jeff Tyson on the dates indicated.

On September 8, 2021, Officer Rich presented case no. 854448 to the CEB. DAVID CHAMBLEE & LISA CHAMBLEE were present. The CEB found the respondents to be in violation and that they be fined $500 for the repeat violation if the violation was not cleared on or before October 13, 2021 and to clear the violations on or before October 13, 2021, or be fined $150 a day up to a maximum of $9,000. On November 10, 2021, the CEB imposed the fine per the prior order based on an *Affidavit of Continuing Violation* filed by Officer Rich. DAVID CHAMBLEE & LISA CHAMBLEE were not present. The lien was recorded December 17, 2021.

On June 12, 2024, Officer Holly presented case no. 929755 to the CEB. The CEB found the respondents to have violated the code and imposed a $1,000 repeat violation and further directed them to clear the violation on or before Sept. 5, 2024, or be fined $200 a day up to $12,000. On September 10, 2024, Code Officer Lester Holly observed the violations had been cleared. On Sept. 11, 2024, the CEB extended the date for compliance and later suspended the $1,000 repeat fine.



DAVID CHAMBLEE has requested to appear before the Board to ask that the CEB lien be reduced or rescinded.

Marion County
Code Enforcement

641

FEB 08 2026

Received by: PJ

Marion County
Board of County Commissioners

Growth Services • Code Enforcement

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

Marion County Code Enforcement Board
Request for Rescission or Reduction of Lien

Requires a non-refundable $250.00 processing fee

CASE NUMBER: 854448

Date: 2/8/2026

Name: David Chamblee

Address: 16675 NE 180th Str. Citra FL 32113-2486

Phone Number: 352-208-7453 / 352-266-9482

Code Enforcement Board Chairperson:

I am requesting to appear before the Code Enforcement Board for a recommendation for a possible rescission or reduction of the lien on the above referenced case.

Give detailed justification explaining the reason for this request; list each violation, and the fine and lien for which you seek relief. for the fine and lien on 12/17/21 $9500.00 reduced to $8581.25, we are now in compliance since 6/24/25 and have enlisted help from my daughter and son to remain in compliance going forward. I myself am disabled and the caretaker for my disabled wife on a fixed income, and are unable to afford to pay this debt. We ask that you please forgive this debt.

Where you the owner of the property at the time the fine was imposed? yes

Did you purchase the property after the lien was recorded? NO

Was a title search performed? yes

How did you obtain the lien information? Marion County Board of County Commissioners Growth Services - Code Enforcement

Is the property in compliance today? A Code Enforcement Officer will contact you to schedule an inspection. yes

Who was responsible for the violation being cleared/removed? David Chamblee

Are the property taxes paid? Not yet

Have any improvements to the property been made that are not reflected on the Property Appraiser report? No

Applicant's signature: David Chamblee

Marion County
Board of County Commissioners
Growth Services • Code Enforcement
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

April 10, 2026

DAVID CHAMBLEE
1675 NE 180TH ST
CITRA, FL 32113-2486

DAVID CHAMBLEE & LISA CHAMBLEE
1675 NE 180TH ST
CITRA, FL 32113-2486

RE: Request to Appear at the Code Enforcement Board Hearing on Case No. 854448

Your request to appear before the Code Enforcement Board for a possible rescission or reduction of the unrecorded fine on the above referenced case has been received and will be placed on the Board's agenda for **Wednesday, May 13, 2026,** at **9:00 a.m.,** in the Marion County Growth Services Main Training Room, 2710 E. Silver Springs Blvd., Ocala, Florida, concerning this matter. You or a representative of your choice must attend the hearing, present your request and testimony or evidence, and may question any witnesses. There will be a record kept of the hearing which may, upon payment of reasonable preparation charges, be available for appeals of the Board's action. Appeals are governed by Section 2-208 of the Code.

If you have any questions, please feel free to contact me at the Code Enforcement Office.

Sincerely,

Xiomara Almenas

Xiomara Almenas, Code Board Secretary
Marion County Growth Services
Code Enforcement Division

Sec. 2-203. - Powers of board.

The code enforcement board shall have the power to:

(1) Adopt rules for the conduct of its hearings.

(2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the sheriff of the county.

(3) Subpoena records, surveys, plats and other documentary evidence, which subpoenas shall be served by the county sheriff.

(4) Take testimony under oath.

(5) Issue orders having the force and the effect of law, commanding whatever steps are necessary to bring a violation into compliance.

(6) Establish and levy fines pursuant to section 2-211.

(Ord. No. 86-6, § 8, 4-8-86)

Sec. 2-204. - Jurisdiction.

(a) The code enforcement board shall have the jurisdiction to hear and decide alleged violations of any county ordinance, including amendments that may be enacted.

(b) The jurisdiction of the code enforcement board shall not be exclusive. Any alleged violation of any of the aforesaid county ordinances may be pursued by appropriate remedy in court at the option of the administrative official whose responsibility it is to enforce that respective ordinance.

(Ord. No. 86-6, § 5, 4-8-86)

Si necesita que alguien le traduzca durante la audiencia, es su responsabilidad de adquirir tal persona. Por favor pídale a alguien que le acompañe que pueda brindarle este servicio.

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 06/25/2025 03:51:16 PM
FILE #: 2025085764 OR BK 8646 PG 1359
REC FEES: $10.00 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

CASE # 640419 / 854448 and 657265/929755

MARION COUNTY CODE ENFORCEMENT BOARD LIEN ORDER
AFFIDAVIT OF COMPLIANCE

1. The Marion County Code Enforcement Board found **DAVID CHAMBLEE and LISA CHAMBLEE** to have violated **Marion County Land Development Code, Article 4, Division 2, Section 4.2.2, General requirements for all agricultural zoning classifications by operating a vehicle repair business in an improper zone, Marion County Code, Chapter 16, Article III, Section 16-91; Litter, Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, and Marion County Code, Chapter 2, Article V, Sections 2-205(c) and 2-207(a); Repeat violation** as referenced in the Board Order dated **November 16, 2021.**

2. In addition to a repeat fine of **five hundred dollars ($500.00)**, the violator(s) was (were) given until **October 13, 2021,** to comply with said Order or be fined an additional **one hundred fifty dollars ($150.00) per day,** which shall continue to accrue daily, until the violation(s) is (are) cleared, commencement of a foreclosure action, or until extinguished by law, up to a maximum of **nine thousand dollars ($9,000.00)**.

3. On **September 10, 2024, at 2:41 p.m.,** I reinspected the property located at **1675 NE 180TH ST, CITRA** for compliance.

4. I observed that the violation(s) has (have) been brought into compliance as of **September 10, 2024.**

5. The existing fine of **nine thousand five hundred dollars ($9,500.00)** will remain as a lien against any real or personal property owned by **DAVID CHAMBLEE and LISA CHAMBLEE** until said fine is paid or otherwise extinguished by law. **The collection agency fee and administrative costs will also be added to the total payoff amount and the lien will be reported to credit bureaus.**

I HEREBY swear under penalties of perjury that the above facts are true to the best of my knowledge.

AFFIANT

PERSONALLY KNOWN and sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of June, 2025, by **Code Officer Lester Holly**.

Signature of Notary Public-State of Florida

PATRICIA JEMERY
Commission # HH 140711
Expires September 15, 2025
Bonded Thru Budget Notary Services

I HEREBY CERTIFY THAT THE FOREGOING DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINIAL

CLERK
MARION COUNTY CODE ENFORCEMENT

Prepared by:
Marion County Code Enforcement Division
2710 E. Silver Springs Blvd.
Ocala, Florida 34470

LEFT BLANK FOR RECORDING PURPOSES ONLY

FINAL ADMINISTRATIVE ORDER OF
THE MARION COUNTY CODE ENFORCEMENT BOARD

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 12/17/2021 04:39:08 PM
FILE #: 2021174734 OR BK 7651 PG 1179
REC FEES: $10.00 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

This cause having come before the Code Enforcement Board of Marion County, Florida on **November 10, 2021,** on the petition of Marion County for an Order imposing a fine in Case Number **854448** and the Board having considered the Affidavit of Continuing Violation filed therein, it is hereby found and ordered that:

1. The violation(s) of **Marion County Land Development Code, Article 4, Division 2, Section 4.2.2, General requirements for all agricultural zoning classifications by operating a vehicle repair business in an improper zone, Marion County Code, Chapter 16, Article III, Section 16-91; Litter, Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, and Marion County Code, Chapter 2, Article V, Sections 2-205(c) and 2-207(a); Repeat violation,** on real property located at **1675 NE 180TH ST, CITRA, Parcel No. 03421-000-00,** Marion County, Florida, was (were) not brought into compliance on or before **October 13, 2021,** as required by the previous Order of this Board dated **September 10, 2021.**

2. In accord with the previous Order of this Board which is incorporated herein by reference, there is hereby imposed upon **DAVID CHAMBLEE and LISA CHAMBLEE,** to pay a fine of **five hundred dollars ($500.00) for repeating said violation(s)** and a fine in the amount of **one hundred fifty dollars ($150.00) per day, beginning October 14, 2021,** for each day the violation(s) continue(s) past the date set for compliance, which shall continue to accrue daily unless and until the violation(s) is (are) cleared or until extinguished by law. The fine has reached its maximum amount and the amount of the Code Enforcement lien is **nine thousand dollars ($9,000.00). The collection agency fee and administrative costs will also be added to the total payoff amount and the lien will be reported to credit bureaus.**

3. The violator(s) shall notify the Code Inspector in writing immediately when the violation(s) has (have) been brought into compliance. ***IT IS THE RESPONSIBILITY OF THE RESPONDENT(S) TO NOTIFY CODE ENFORCEMENT AT (352) 671-8900, ON OR BEFORE THE COMPLIANCE DATE TO DEMONSTRATE TO MARION COUNTY'S SATISFACTION THAT THE VIOLATION(S) HAVE BEEN CORRECTED.***

4. The violator(s) has (have) the right to file a petition for writ of certiorari to the Circuit Court to appeal the decision of the Board. An appeal must be filed with the Circuit Court within thirty (30) days of the date of this Order. Section 162.11, Florida Statutes, provides as follows:

   162.11 Appeals - An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Code Enforcement Board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

5. Failure to comply with this Order within the specific times set forth above will result in the recordation of this Order in the Public Records. This order shall be a lien against any non-homestead real property or personal property now owned by the violator, and any non-homestead real property or personal property which violator may own in the future, until the satisfaction of this order. Such lien may be foreclosed and the property sold to enforce such lien. If such lien is filed, you will be assessed all cost incurred in recording and satisfying this lien.

The holder of this order and the lien hereunder is the Marion County Board of County Commissioners, with the address of 601 SE 25th Avenue, Ocala, FL 34471.

DONE AND ORDERED by the Code Enforcement Board of Marion County, Florida, this **16** day of **November, 2021.**

I HEREBY CERTIFY THAT THE FOREGOING DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINIAL

CLERK
MARION COUNTY CODE ENFORCEMENT

MARION COUNTY
CODE ENFORCEMENT BOARD

By: _____
F. Joe Krim Jr., Chairperson

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Order has been furnished to **DAVID CHAMBLEE and LISA CHAMBLEE, 1675 NE 180TH ST, CITRA, FL 32113-2486,** by certified mail **7021-0950-0000-6321-7788,** this **16** day of **November, 2021.**

_____
Board Secretary

CE Case Costs

	Personnel & Operating Expenditures	plus 4% average capital costs	Total Adjusted Expenditures	FY No. of site visits	Cost per site visit	No. of site visits	Case cost per FY	Case Number
FY 05	$1,948,328.00	$77,933.12	$2,026,261.12	CE & AC	$101.31		$0.00	
FY 06	$2,478,952.00	$99,158.08	$2,578,110.08	CE & AC	$128.91		$0.00	
FY 07	$2,674,728.00	$106,989.12	$2,781,717.12	CE & AC	$139.09		$0.00	
FY 08	$2,036,397.00	$81,455.88	$2,117,852.88	CE & AC	$105.89		$0.00	
FY 09	$1,115,861.00	$44,634.44	$1,160,495.44	0.01%	$116.05		$0.00	
FY 10	$974,555.32	$38,982.21	$1,013,537.53	0.01%	$101.35		$0.00	
FY 11	$858,967.73	$34,358.71	$893,326.44	0.01%	$89.33		$0.00	
FY 12	$799,032.62	$31,961.30	$830,993.92	0.01%	$83.10		$0.00	
FY 13	$781,822.21	$31,272.89	$813,095.10	0.01%	$81.31		$0.00	
FY 14	$810,971.76	$32,438.87	$843,410.63	0.01%	$84.34		$0.00	
FY 15	$879,953.44	$35,198.14	$915,151.58	10175	$89.94		$0.00	
FY 16	$853,648.02	$34,145.92	$887,793.94	10303	$86.17		$0.00	
FY 17	$892,508.11	$35,700.32	$928,208.43	10654	$87.12		$0.00	
FY 18	$902,557.76	$36,102.31	$938,660.07	11316	$82.95		$0.00	
FY 19	$1,069,462.00	$42,778.48	$1,112,240.48	13728	$81.02		$0.00	
FY 20	$1,071,790.95	$42,871.64	$1,114,662.59	9990	$111.58		$0.00	
FY 21	$1,101,780.11	$44,071.20	$1,145,851.31	10334	$110.88	8	$887.05	854448
FY 22	$1,276,729.36	$51,069.17	$1,327,798.53	9836	$134.99	4	$539.98	854448
FY 23	$1,317,647.32	$52,705.89	$1,370,353.21	12424	$110.30		$0.00	
FY 24	$1,459,986.95	$58,399.48	$1,518,386.43	12854	$118.13		$0.00	
FY 25	$1,559,132.00	$62,365.28	$1,621,497.28	10723	$151.22	1	$151.22	854448
FY 26		$0.00	$0.00		#DIV/0!		#DIV/0!	
FY 27		$0.00	$0.00		#DIV/0!		#DIV/0!	

1,427.03 Total

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
GROWTH SERVICES - CODE ENFORCEMENT
MARION COUNTY CODE ENFORCEMENT BOARD LIEN OFFICIAL PAYOFF

May 27, 2026

Ref.: Case # 854448 Folio # 03421-000-00

Mailing Address:	Violation address:
David Chamblee Lisa Chamblee 1675 NE 180th Street Citra, FL 32113-2486	David Chamblee Lisa Chamblee 1675 NE 180th Street Citra, FL 32113-2486

Final Administrative Order of the Marion County Code Enforcement Board Recorded Lien		$9,500.00
Recorded 12/17/2021	Official Records BK 7651 / PG 1179	
Affidavit of Compliance filed on 06/24/2025		
Recorded 06/25/2025	Official Records BK 8646 / PG 1359	
CE Case Cost		$1,427.03
This order shall be a lien against any non-homestead real property or personal property now owned by the violator, and any non-homestead real property or personal property which violator may own in the future, until the satisfaction of this order.		
Payments received		$1,040.00
Total Amount Due		**$9,887.03**

PAYOFF VALID UNTIL ***July 7, 2026***

Please make payment to Marion County Board of County Commissioners and submit to:
Marion County Code Enforcement
Attn: Liens
2710 E. Silver Spring Blvd.
Ocala, FL 34470

If you have any questions, please feel free to contact me at (352) 671-8900.

Sincerely,

Virginia Cordova
Staff Assistant
Marion County Growth Services
Department

Jimmy H. Cowan, Jr., CFA
Marion County Property Appraiser
501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2026 Property Record Card

03421-000-00

GOOGLE Street View

Prime Key: 49808 | MAP IT+ | Current as of 5/27/2026

Property Information

CHAMBLEE DAVID
CHAMBLEE LISA
1675 NE 180TH ST
CITRA FL 32113-2486

Taxes / Assessments:
Map ID: 188
Millage: 9001 - UNINCORPORATED

M.S.T.U.
PC: 02
Acres: 1.00

Situs: 1675 NE 180TH ST CITRA

2025 Certified Value

Land Just Value	$23,800		
Buildings	$62,607		
Miscellaneous	$4,391		
Total Just Value	$90,798	Impact	($40,191)
Total Assessed Value	$50,607	Ex Codes: 01 38	
Exemptions	($25,607)		
Total Taxable	$25,000		
School Taxable	$25,607		

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2025	$23,800	$62,607	$4,391	$90,798	$50,607	$25,607	$25,000
2024	$23,800	$62,151	$4,391	$90,342	$49,181	$25,000	$24,181
2023	$17,000	$60,005	$4,391	$81,396	$47,749	$25,000	$22,749

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
IM02/0606	12/2002	EI E I	0	U	I	$12,928
3140/0609	04/2002	07 WARRANTY	2 V-SALES VERIFICATION	U	I	$44,000
2307/1740	11/1996	31 CERT TL	0	U	I	$100
2158/1257	07/1995	07 WARRANTY	2 V-SALES VERIFICATION	Q	I	$58,000
MC92/0164	11/1992	EI E I	0	U	I	$33,500

Property Description

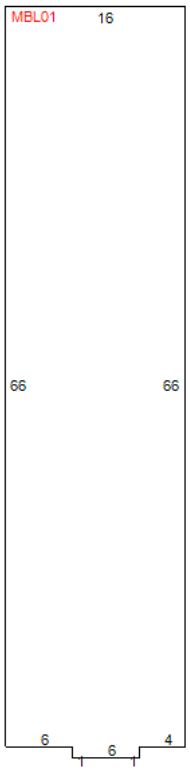
SEC 28 TWP 12 RGE 22
COM AT SE COR OF SE 1/4 OF SW 1/4 OF
SW 1/4 THENCE N 165 YDS W 58 YDS S 165 YDS E 58 YDS
EX N 1/2

Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
0200		174.0	247.0	A1	1.00	AC						
9994		165.0	.0	A1	1.00	UT						
Neighborhood 1222												
Mkt: 8 70												

Traverse

Building 1 of 1
MBL01=R6D1R6U1R4U66L16D66.



Building Characteristics

Improvement	MH - MOBILE - MOBILE HOME RESID
Effective Age	6 - 25-29 YRS
Condition	1
Quality Grade	500 - FAIR
Inspected on	4/17/2020 by 228

Year Built 1998
Physical Deterioration 0%
Obsolescence: Functional 0%
Obsolescence: Locational 0%
Architecture 2 - MBL HOME
Base Perimeter 166

Type	ID Exterior Walls	Stories	Year Built	Finished Attic	Bsmt Area	Bsmt Finish	Ground Floor Area	Total Flr Area
MBL	01 21 - MH VINYL SIDING	1.00	1998	N	0 %	0 %	1,062	1,062

Section: 1

Roof Style: 10 GABLE
Roof Cover: 08 FBRGLASS SHNGL
Heat Meth 1: 20 HEAT PUMP
Heat Meth 2: 00
Foundation: 3 PIER
A/C: Y

Floor Finish: 24 CARPET
Wall Finish: 16 DRYWALL-PAINT
Heat Fuel 1: 10 ELECTRIC
Heat Fuel 2: 00
Fireplaces: 1

Bedrooms: 2
4 Fixture Baths: 1
3 Fixture Baths: 1
2 Fixture Baths: 0
Extra Fixtures: 2

Blt-In Kitchen: Y
Dishwasher: Y
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	2006	2	0.0	0.0
190 SEPTIC 1-5 BTH	1.00	UT	99	2006	2	0.0	0.0
105 FENCE CHAIN LK	852.00	LF	20	1990	2	0.0	0.0
UDG GARAGE-UNFINSH	504.00	SF	40	1990	3	24.0	21.0
159 PAV CONCRETE	890.00	SF	20	2000	3	0.0	0.0

Appraiser Notes

Planning and Building
** Permit Search **

Permit Number	Date Issued	Date Completed	Description
M031705	3/1/2006	7/1/2006	MBL

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23451 **Agenda Date:** 7/7/2026 **Agenda No.:** 9.2.

SUBJECT:
Present Update for Grants Provided to Humane Society of Marion County, Inc., Sheltering Hands, Inc., and Voices of Change Animal League, Inc.

INITIATOR:
Angel Roussel, PE, Assistant County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
For the past three years, Marion County has provided grant funding to support animal services through three local organizations: Humane Society of Marion County, Inc., Sheltering Hands, Inc., and Voices of Change Animal League, Inc. (VOCAL). These services include Spay and Neuter surgeries, vaccinations and micro-chipping. This grant funding has also been incorporated into the FY 2026-27 proposed budget for Animal Services.

Humane Society of Marion County, Inc., is a non-profit shelter dedicated to caring for and protecting animals in Marion County. They have been serving homeless and neglected animals for over 60 years. Since January 2026, a total of 482 surgeries have been performed.

Sheltering Hands, Inc is a non-profit low-cost feline spay/neuter clinic and shelter comprised mainly of dedicated volunteers. Their mission is to improve the lives of cats through low-cost spay/neuter services, vaccination clinics, comprehensive adoption programs, community outreach and education and partnerships with organizations striving towards the same goal. As of the end of June, 406 community cats have been spayed/neutered, vaccinated and ear tipped. The remaining funds should be exhausted by the end of July.

VOCAL's mission is to solve the homeless pet problem through prevention, community outreach, adoption and collaboration. VOCAL's Community Clinic and Resource Center stands ready to provide practical support to "good Samaritans" who find stray animals and take them into their home and off the street. To date, VOCAL has completed 489 surgeries through the grant.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For informational purposes.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23517 **Agenda Date:** 7/7/2026 **Agenda No.:** 9.3.

SUBJECT:
Belleview Health Department Project Update

INITIATOR:
Jared Goodspeed, Director

DEPARTMENT:
Facilities Management

DESCRIPTION/BACKGROUND:
This agenda item serves as a follow-up to the Board workshop on December 17, 2025. It provides an update on the reduced project scope and revised cost estimates and presents a comparison of conventional and modular construction cost estimates for a new Belleview Health Department facility to be constructed on the existing site.

The Belleview Health Department is currently housed in a modular facility that is more than 25 years old and has exceeded its intended service life. The building is in fair to poor condition and, due to the inherent limitations of modular construction, cannot be feasibly renovated to meet current healthcare operational standards or future service needs.

Facilities Management recommends replacing the existing facility to create a modern, efficient healthcare environment while reducing long-term maintenance and operational costs. A review of alternative properties found no suitable sites to support the Department of Health's service needs.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Update for discussion and direction from the Board.



FACILITIES MANAGEMENT

BELLEVIEW HEALTH DEPARTMENT

PROJECT UPDATE

July 7th, 2026

HEALTH DEPARTMENT

Project Background
Marion County Facilities Management and the Florida Department of Health submitted a formal needs case on **December 17, 2025**, to replace the aging Belleview Department of Health facility.

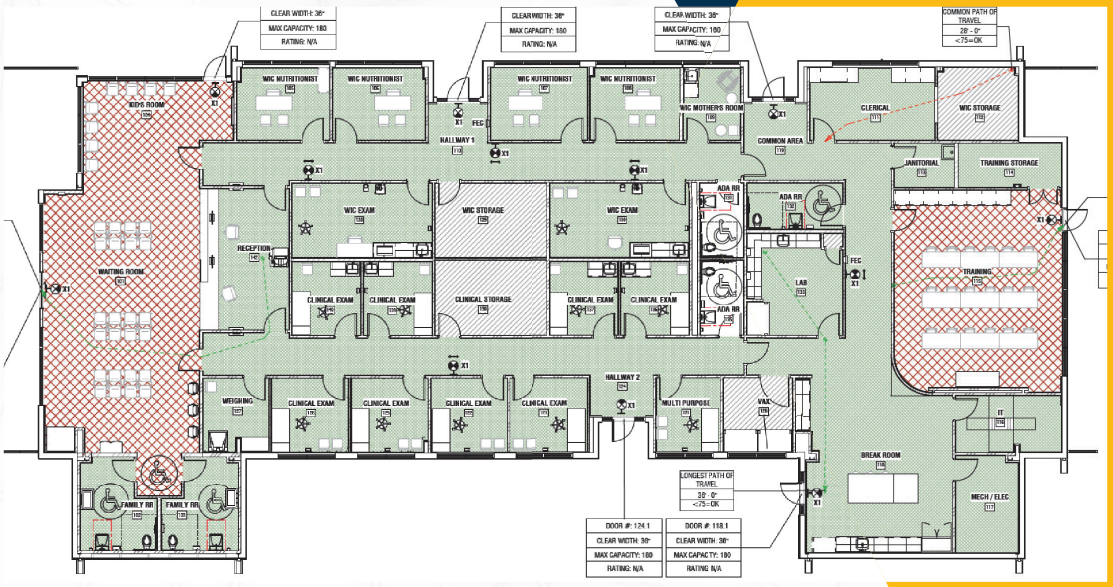
An extensive search was conducted throughout southern Marion County to identify an existing building suitable for renovation or acquisition.

No vacant or available property was found that met the program's operational, clinical, and accessibility requirements.

Recommended Solution: New Facility
- Maintains convenient access to essential health services for residents of southern Marion County.
- Provides modern infrastructure designed to support current and future clinical operations.
- Improves accessibility and navigation for both WIC and non-WIC clients.
- Incorporates a dedicated WIC drive-through to better serve medically vulnerable children and families.



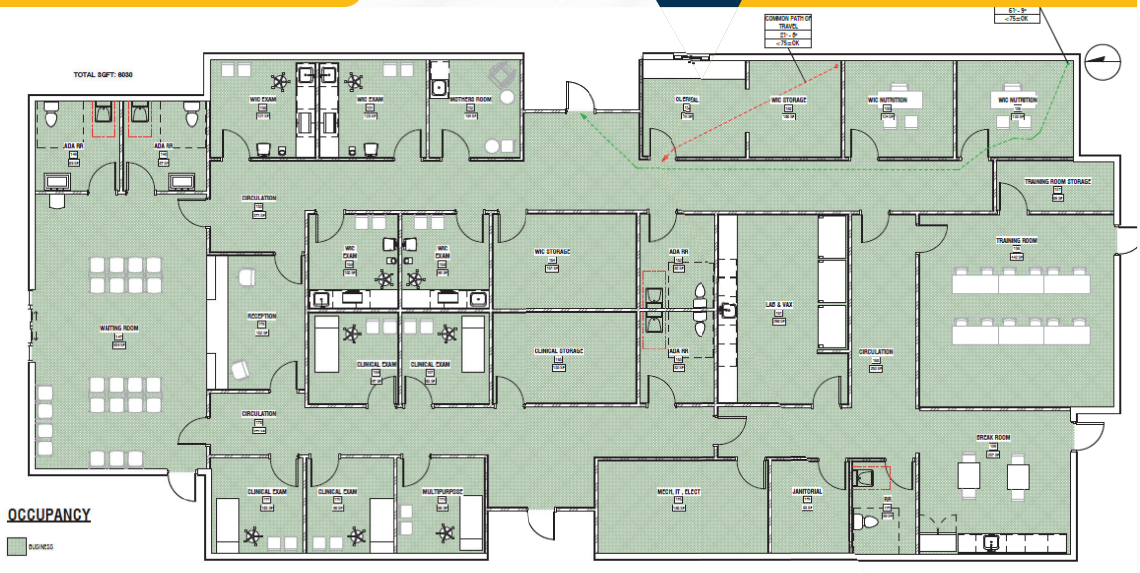
OLD DESIGN



NEW DESIGN

Changes:

- Reduced sq. ft. from 8,394 to 6,030
- Reduction in lobby, training room, exam rooms, and kids' room.



COST COMPARISON

Cost Comparison

Construction Option	Estimated Mid-Level Cost
Conventional (PEMB) Construction	$3.09 Million
Modular Construction	$2.31 Million

Difference: Approximately $779,000 (25%) lower initial construction cost for the modular option.

Considerations

Conventional Construction

- Greater architectural flexibility
- Enhanced aesthetics and site integration
- Adaptable floor plan and future expansion opportunities

Modular Construction

- Lower initial construction cost
- Limited to a rectangular footprint and modular design constraints
- Reduced architectural flexibility and exterior appearance

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23411 **Agenda Date:** 7/7/2026 **Agenda No.:** 11.1.

SUBJECT:
Request Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance Amending the Marion County Code, Chapter 2, Administration, Article IV, Board and Commissions, Division 3, Housing Finance Authority, Section 2-98, Membership on Tuesday, July 21, 2026, at 10:00 a.m., or as Soon Thereafter in the McPherson Governmental Campus Auditorium

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
The Legislature in Chapter 159, Part IV, Florida Statutes, known and cited as the "Florida Housing Finance Authority Law" (the "Act"), authorized counties to create by ordinance a separate public body corporate and politic, to be known as the “Housing Finance Authority” (the “Authority”) of the county for which it is created to carry out only the powers granted in the Act.

The Board may, at its sole discretion, and at any time, alter or change the structure of the Authority. The Authority has requested that alternate members be added to the Authority's membership to help ensure that a quorum can be achieved at future meetings.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to Schedule and Advertise a Public Hearing to Consider an Ordinance Amending the Marion County Code, Chapter 2, Administration, Article IV, Board and Commissions, Division 3, Housing Finance Authority, Section 2-98, Membership on Tuesday, July 21, 2026, at 10:00 a.m., or as Soon Thereafter in the McPherson Governmental Campus Auditorium

ORDINANCE NO. 26-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE IV, BOARD AND COMMISSIONS, DIVISION 3, HOUSING FINANCE AUTHORITY, SECTION 2-98, MEMBERSHIP; PROVIDING FOR REPEALING CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature in Chapter 159, Part IV, Florida Statutes, known and cited as the "Florida Housing Finance Authority Law" (the "Act"), authorized counties to create by ordinance a separate public body corporate and politic, to be known as the "Housing Finance Authority" of the county for which it is created to carry out only the powers granted in the Act; and

WHEREAS, the Board of County Commissioners of Marion County (the "Board") adopted Ordinance 80-03 on June 3, 1980, and Ordinance 80-05 on July 15, 1980, creating a separate public body corporate and politic to be known as the Housing Finance Authority of Marion County, Florida (the "Authority"), to carry out and exercise, without limitation except as expressly stated, all powers and public and governmental functions set forth in and contemplated by the Act; and

WHEREAS, the Board may, at its sole discretion, and at any time, alter or change the structure, organizations, programs or activities of the Authority, including the power to terminate the Authority, subject to any limitation on the impairment of contracts entered into by the Authority and subject to the limitations or requirements of the Act; and

WHEREAS, the Authority has requested that alternate members be added to the Authority's membership to help ensure that a quorum can be achieved at future meetings; and

WHEREAS, the Board finds that amending the membership requirements to provide alternate members and to otherwise update the composition of the Authority will promote the efficient conduct of Authority business and further the purposes of the Authority; and

NOW, THEREFORE, BE IT DULY ORDAINED by the Board of County Commissioners of Marion County, Florida as follows:

SECTION 1. RECITALS. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. **CODE AMENDMENT**. Per section 1-6.3 – Amendments to Code; effect of new ordinance; amendatory language, of the Marion County Code, **Chapter 2** of the Marion County Code, Administration, **Article IV**, **Board and Commissions**, **Division 3**, **Section 2-98** is hereby amended to which section reads as follows (additions shown in underline text and deletions are shown in ~~strikeout~~ text):

DRAFT

Sec. 2-98. - Membership.

The authority shall be composed of five (5) members and two (2) alternate members, one of whom shall be designated chair~~man~~. No fewer than three (3) of the members shall be knowledgeable in one of the following fields: Labor, finance or commerce. The terms of the members shall be staggered with each member serving four (4) years. A member shall hold office until his successor has been appointed and has qualified. Each vacancy shall be filled for the remainder of the unexpired term. Each member of the authority shall take and subscribe the oath or affirmation required by the State Constitution. A record of each such oath shall be filed in the office of the clerk of the circuit court, and the certificate of the appointment or reappointment of any member shall be filed with the clerk of the circuit court, and the certificate shall be conclusive evidence of the due and proper appointment of the member. A member shall receive no compensation for his services but shall be entitled to necessary expenses, including travel~~ing~~ expenses, incurred in the discharge of his duties.

SECTION 3. SEVERABILITY. It is hereby declared to be the intent of the Board of County Commissioners of Marion County that if any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

SECTION 4. CONFLICTS. In the event that any other ordinances conflict with this ordinance, the provisions of this ordinance shall prevail to the extent of such conflict.

SECTION 5. INCLUSION IN COUNTY CODE. It is the intention of the Board of County Commissioners of Marion County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be part of the Marion County, Florida Code of Ordinances; that the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intent; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation.

SECTION 6. EFFECTIVE DATE. A certified copy of this Ordinance shall be filed with the Secretary of State of Florida by the Clerk within ten (10) days after enactment by the Board and shall take effect upon receipt of official acknowledgement of filing as provided in Section 125.66(2)(b), Florida Statutes.

DULY ADOPTED on this ___ day of ____, 2026.

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

_____
CARL ZALAK, III, CHAIRMAN

ATTEST:

_____
GREGORY C. HARRELL, CLERK

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23521 **Agenda Date:** 7/7/2026 **Agenda No.:** 11.2.

SUBJECT:
Request Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance Amending the Marion County Code, Chapter 17, Special Assessments, Article VI, the Marion County Local Provider Participation Fund Non-Ad Valorem Special Assessment on Tuesday, July 21, 2026, at 10:00 a.m., or as Soon Thereafter in the McPherson Governmental Campus Auditorium

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
On July 6, 2021, the Board of County Commissioners (BCC) adopted Ordinance No. 21-18, establishing the Marion County Local Provider Participation Fund. The ordinance requires the hospitals to pay a uniform, non-ad valorem special assessment, set annually by resolution by the BCC, on hospitals that have an ownership or leasehold interest in real property in Marion County. Due to recent changes by Congress in 2025, the ordinance needs to be amended.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to schedule and advertise a Public Hearing to consider an ordinance amending the Marion County Code, Chapter 17, Special Assessments**,** Article VI, the Marion County Local Provider Participation Fund Non-Ad Valorem Special Assessments on Tuesday, July 21, 2026, at 10:00 a.m., or as soon thereafter in the McPherson Governmental Campus Auditorium.

ORDINANCE NO. 26-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING CHAPTER 17, SPECIAL ASSESSMENTS, ARTICLE VI, LOCAL PROVIDER PARTICIPATION FUND OF THE MARION COUNTY CODE OF ORDINANCES; AMENDING SECTION 17-293, PURPOSE; AMENDING SECTION 17-295, DEFINITIONS; AMENDING SECTION 17-297, ASSESSMENT; AMENDING SECTION 17-298, COMPUTATION OF ASSESSMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the hospitals in Marion County's jurisdiction (the "Hospitals") annually provide millions of dollars of uncompensated care to those who qualify for Medicaid because Medicaid, on average, historically covers only 61% of the costs of the health-care services actually provided by Hospitals to Medicaid-eligible persons, leaving Hospitals with significant uncompensated costs; and

WHEREAS, the State of Florida (the "State") operates several supplemental payment programs designed to provide reimbursement to cover the Medicaid reimbursement shortfall, to provide resources to support charity care, and to ensure improvements in quality of care; and

WHEREAS, certain non-public Hospitals have asked Marion County (the "County") to impose assessments upon certain real property upon which Hospitals operate to help finance the non-federal share of the State's Medicaid program; and

WHEREAS, the only properties to be assessed are the real property sites of such Hospitals; and

WHEREAS, the funding raised by the County assessments will through intergovernmental transfers ("IGTs") consistent with federal guidelines, support additional funding for Medicaid supplemental payments to Hospitals; and

WHEREAS, the County acknowledges that the Hospital properties assessed can benefit directly and especially from the assessments as a result of the above-described additional funding; and

WHEREAS, the County has determined that a logical relationship exists between the services provided and the special and particular benefit to the real property upon which the Hospitals operate; and

WHEREAS, the County has an interest in promoting access to healthcare for its low-income and uninsured residents; and

WHEREAS, leveraging additional federal support through the above-described IGTs to fund supplemental payments to the Hospitals for healthcare services directly and specifically

benefits the properties upon which Hospitals operate and supports their continued ability to provide those services; and

WHEREAS, imposing assessments limited to the properties upon which the Hospitals operate to help fund the provision of these services and the achievement of certain quality standards by the Hospitals to residents of the County is a valid public purpose that benefits the health, safety, and welfare of the citizens of the County; and

WHEREAS, the assessments support the financial stability and viability of the Hospitals providing such services; and

WHEREAS, the Hospitals are important contributors to the overall County's economy, and the financial benefit to these Hospitals directly and specifically supports their mission, as well as their ability to grow, expand, and maintain their facilities in concert with the population growth in the jurisdiction of the County; and

WHEREAS, the County finds that the assessments will enhance the Hospitals' ability to grow, expand, maintain, improve, and increase the value of their properties and facilities under all present circumstances and those of the foreseeable future; and

WHEREAS, the County is proposing properly apportioned assessments by which certain Hospitals will be assessed a uniform amount that is compliant with 42 C.F.R. § 433.68(d); and

WHEREAS, the County adopts this Ordinance enabling the County to levy uniform non-ad valorem special assessments, which are fairly and reasonably apportioned among the properties upon which Hospitals operate within the County's jurisdictional limits, to establish and maintain a system of funding for IGTs to support the non-federal share of Medicaid supplemental payments, thus directly and specially benefitting properties upon which Hospitals operate; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. **CODE AMENDMENT**. Per section 1-6.3 – Amendments to Code; effect of new ordinance; amendatory language, of the Marion County Code, **Chapter 17** of the Marion County Code, Special Assessments, **Article VI**, Local Provider Participation Fund, is hereby amended to which section reads as follows (additions shown in underline text and deletions are shown in ~~strikeout~~ text):

Sec. 17-291. – Title.

This Article VI shall be known, and may be cited as the "Marion County Local Provider Participation Fund Ordinance."

Sec. 17-292. – Authority.

Pursuant to Article VIII, Section 1(f) of the Constitution of the State of Florida and Chapter 125 of the Florida Statutes, the Board is authorized to impose a special assessment against private for-profit and not-for-profit hospitals located within Marion County (the "Hospitals") to fund the non-federal share of Medicaid payments associated with Local Services.

Sec. 17-293. – Purpose.

The non-ad valorem special assessments authorized by this article shall be imposed, levied, collected, and enforced against the Assessed Properties located within Marion County. Proceeds from the Assessments shall be used to benefit the Assessed Properties through ~~enhanced~~ Medicaid Payment for Local Services. When imposed, the Assessment shall constitute a lien upon the Assessed Properties equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments, and failure to pay may cause foreclosure proceedings to be instituted that could result in loss of title. The assessment shall be computed and assessed only in the manner provided for in this Ordinance.

Sec. 17-294. – Alternative Method.

This Ordinance and its implementing resolutions shall together be deemed to provide an additional and alternative method, as specified in § 197.3631, Fla. Stat., for the assessment and collection of the non-ad valorem special assessment described herein. The Ordinance shall be regarded as supplemental and additional to powers conferred by other laws and shall not be regarded as in derogation of any powers now existing or which may exist in the future. This Ordinance, being necessary for the health, safety, and welfare of the inhabitants of the County, shall be liberally construed to effect the purposes hereof.

Sec. 17-295. – Definitions.

When used in this Ordinance, the following terms shall have the following meanings, unless the context clearly requires otherwise:

Annual Final Assessment Resolution means the resolution described in Sections 17-304 and 17-305 hereof, which shall be the final proceeding for the imposition of an Assessment, establishing the rate for the non-ad valorem assessment for a specific Fiscal Year.

Assessed Property means an institutional Health Care Provider holding a right of possession and right of use to real property in the County through an ownership or leasehold interest, thus making it subject to the Assessment.

Assessment means a non-ad valorem special assessment imposed by the County on Institutional Health Care Providers located in the County limits to fund the non-federal share of Medicaid and Medicaid managed care payments <u>associated with</u> ~~directed to hospitals~~ providing Local Services in the County.

Assessment Coordinator means the person appointed to administer the Assessment imposed pursuant to this Article, or such person's designee.

Assessment Resolution means the resolution described in Section 17-299 hereof.

Board means the Board of County Commissioners of Marion County, Florida.

Comptroller means the Marion County Comptroller, ex officio Clerk to the Board, or other such person as may be duly authorized to act on such person's behalf.

County means Marion County, Florida.

Fiscal Year means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

Institutional Health Care Provider means a licensed private for-profit or not-for-profit hospital that provides inpatient hospital services, unless the Centers for Medicare and Medicaid Services (CMS) exempts the hospital through an approved or pending health care tax waiver.

Local Services means the provision of inpatient and outpatient hospital services to Medicaid, indigent and uninsured members of the Marion County community.

Medicaid payments mean funding received through the Directed Payment Program and any other supplemental or managed care quality incentive program or arrangement authorized by CMS and expressly designated in an assessment resolution as described in section 17-299 hereof.

Non-ad valorem Assessment Roll means the special assessment roll prepared by the County.

Ordinance means the Marion County Local Provider Participation Fund Ordinance.

Tax Collector means the Marion County Tax Collector.

Sec. 17-296. – Interpretation.

Unless the context indicates otherwise, the terms "hereof," "hereby," "herein," "hereunder," and similar terms refer to this Article. The term "hereafter" means after, and the term "heretofore" means before the effective date of the Ordinance.

Sec. 17-297. – Assessment.

Pursuant to §125.01, Fla. Stat., the Board is hereby authorized to create a non-ad valorem special assessment that shall be imposed, levied, collected, and enforced against Assessed Property to fund the non-federal share of Medicaid payments benefitting Assessed Properties providing Local Services in the County. Funds generated as a result of the Assessment shall be held in a separate account called the local provider participation fund and shall be available to be used only to (1) provide to the Florida Agency for Health Care Administration (AHCA) the non-federal share for Medicaid payments to be made directly or indirectly in support of hospitals serving Medicaid beneficiaries and (2) reimburse the County for administrative costs associated with the implementation of the Assessment authorized by this Ordinance, as further specified in the Assessment Resolution.

The Assessment must comport with federal and state requirements for health care-related assessments ~~will be broad based, and the amount of the Assessment must be uniformly imposed~~

~~on each Assessed Property~~. The Assessment may not hold harmless any Institutional Health Care Provider, as required under 42 U.S.C. § 1396b(w). As set forth in Section 17-293, the Assessment shall constitute a lien upon the Assessed Properties equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. In addition to other remedies available at law or equity, the enforcement of the aforementioned Assessment may be at the same time and in like manner as ad valorem taxes and may be subject to all ad valorem tax enforcement procedures afforded to use of the official annual real property tax notice.

Creation and implementation of the Assessment will not result in any additional pecuniary obligation on the County, Board, or County residents as the Assessment shall be imposed, levied, collected, and enforced against only Assessed Properties, and the Assessment Resolution shall provide that the County's administrative costs shall be reimbursed from the collected amounts. The County's administrative costs shall not exceed $150,000.00**.** Any reasonable expenses the County incurs to collect delinquent assessments, including any attorney's fees incurred as a result of contracting with an attorney to represent the county in seeking and enforcing the collection of delinquent assessments, are not subject to the limitation on administrative costs.

Sec. 17-298. – Computation of Assessment.

The annual Assessment shall be specified for each Assessed Property. The amount of the Assessment required of each Assessed Property may not exceed an amount that, when added to the amount of other required assessments, equals an amount of revenue that exceeds the maximum percent of the aggregate net patient revenue of all Assessed Hospitals in the ~~County~~ <u>state</u> permitted by 42 C.F.R. §433.68(f)(3)(i)(A). Assessments for each Assessed Property will be derived from data contained in the Florida Hospital Uniform Reporting System, as available from the Florida Agency for Health Care Administration.

Sec. 17-299. – Assessment Resolution.

The Assessment Resolution shall describe (a) the Medicaid payments proposed for funding from proceeds of the Assessment; (b) the benefits to the Assessment Properties associated with the Assessment; (c) the methodology for computing the assessed amounts; and (d) the method of collection, including how and when the assessment is to be paid.

Sec. 17-300. – Non-Ad Valorem Assessment Roll.

The Assessment Coordinator shall prepare, or direct the preparation of, the Non-Ad Valorem Assessment Roll, which shall contain the following:

(1) The names of the Assessed Properties;
(2) The Assessment rate and amount of the Assessment to be imposed against each Assessed Property based on the Assessment Resolution.

The Non-Ad Valorem Assessment Roll shall be retained by the Assessment Coordinator and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Assessment for each Assessed Property can be determined by use of a computer terminal available to the public.

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Sec. 17-301. – Notice by Publication.

Upon completion of the Non-Ad Valorem Assessment Roll, the Assessment Coordinator shall publish once in a newspaper of general circulation within the County, or on a publicly accessible website, pursuant to Chapter 50, Florida Statutes, in lieu of newspaper publication, notice stating that at a meeting of the Board on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Board will hear objections of all interested persons to approve the aforementioned Non-Ad Valorem Assessment Roll. Such notice shall include:

(1) The Assessment rate;
(2) The procedure for objecting to the Assessment rate;
(3) The method by which the Assessment will be collected; and
(4) A statement that the Non-Ad Valorem Special Assessment Roll is available for inspection at the Office of the Assessment Coordinator.

Sec. 17-302. Notice by Mail.

In addition to the published notice required by Section 17-301, but only for the first year in which an Assessment is imposed by the Board against Assessed Properties, the Assessment Coordinator shall provide notice of the proposed Assessment by first class mail to the Assessed Properties. Such notice shall include:

(1) The purpose of the Assessment;
(2) The Assessment Rate to be levied against each Assessed Property;
(3) The unit of measurement applied to determine the Assessment;
(4) The total revenue to be collected by the County from the Assessment;
(5) A statement that failure to pay the Assessment may cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property;
(6) A statement that all affected and / or interested parties have a right to appear at the hearing and to file written objections with the Board within 20 days of the notice; and
(7) The date, time, and place of the hearing.

Notice shall be mailed at least 20 calendar days prior to the hearing, to each Assessed Property at such address as is shown on the Assessment Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The Assessment Coordinator may provide proof of such notice by affidavit. Failure of the Assessed Property to receive such notice, due to mistake or inadvertence, shall not affect the validity of the Assessment Roll or release or discharge any obligation for payment of the Assessment imposed by the Board pursuant to this Article.

Sec. 17-303. – Adoption of Assessment Resolution and Non-Ad Valorem Assessment Roll.

At the time named in the notice, the Board shall receive and consider any written objections of interested persons. All objections to the Assessment Resolution and Non-Ad Valorem

Assessment Roll shall be made in writing and filed with the Assessment Coordinator at or before the time or adjourned time of such hearing. At the date and time named in the notice, the Board may adopt the Assessment Resolution and Non-Ad Valorem Assessment Roll which shall:

(1) Set the rate of the Assessment to be imposed;
(2) Approve the Non-Ad Valorem Assessment Roll, with such amendments as the Board deems just and right; and
(3) Affirm the method of collection.

Sec. 17-304. – Annual Final Assessment Resolution.

The Board may revise the Non-Ad Valorem Assessment Roll during the Fiscal Year to change the Assessment rate if calculations suggest such change or correction is necessary. However, the Board must adopt an Annual Final Assessment Resolution during the Fiscal Year to memorialize the final rate applicable for the Fiscal Year.

Sec. 17-305. – Effect of Annual Final Assessment Resolution.

The adoption of the Annual Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and Assessment, the Assessment rate, the initial rate of Assessment, the Non-Ad Valorem Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Board action on the Annual Final Assessment Resolution. The Non-Ad Valorem Assessment Roll shall be delivered to the Tax Collector or such other official as the Board by resolution shall designate.

Sec. 17-306. – Method of Collection.

The amount of the assessment may be collected pursuant to the Alternative Method, as specified in the Assessment Resolution.

Sec. 17-307. – Refunds.

If, at the end of the Fiscal Year, additional amounts remain in the local provider participation fund, the board is hereby authorized to make refund to Assessed Properties in proportion to the amounts paid in during the Fiscal Year for all or a portion of the unutilized local provider participation fund.

Sec. 17-308. – Responsibility for Enforcement.

The County and its agent, if any, shall maintain the duty to enforce the prompt collection of the Assessment by the means provided herein. The duties related to collection of assessments may be enforced at the suit of any holder of obligations in a court of competent jurisdiction by mandamus or other appropriate proceedings or actions.

Sec. 17-309. Correction of Errors and Omissions.

No act of error or omission on the part of the Comptroller, Property Appraiser, Tax Collector, Assessment Coordinator, Board, or their deputies or employees shall operate to release

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or discharge any obligation for payment of the Assessment imposed by the Board under the provisions of this Chapter.

SECTION 3. SEVERABILITY. It is hereby declared to be the intent of the Board of County Commissioners of Marion County that if any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

SECTION 4. CONFLICTS. In the event that any other ordinances conflict with this ordinance, the provisions of this ordinance shall prevail to the extent of such conflict.

SECTION 5. INCLUSION IN COUNTY CODE. It is the intention of the Board of County Commissioners of Marion County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be part of the Marion County, Florida Code of Ordinances; that the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intent; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation.

SECTION 6. EFFECTIVE DATE. A certified copy of this Ordinance shall be filed with the Secretary of State of Florida by the Clerk within ten (10) days after enactment by the Board and shall take effect upon receipt of official acknowledgement of filing as provided in Section 125.66(2)(b), Florida Statutes.

DULY ADOPTED on this ___ day of ____, 2026.

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

_____
CARL ZALAK, III, CHAIRMAN

ATTEST:

_____
GREGORY C. HARRELL, CLERK

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23397 **Agenda Date:** 7/7/2026 **Agenda No.:** 11.3.

SUBJECT:
Request Approval to Schedule and Advertise a Public Hearing to Adopt Annual Rate Resolutions and Certify Non-Ad Valorem Assessment Rolls for Fire Rescue, Solid Waste and Stormwater Services on Tuesday, September 15, 2026, at 10:00 a.m. in the McPherson Governmental Campus Auditorium

INITIATOR:
Chad Wicker, Director

DEPARTMENT:
Municipal Services

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to schedule and advertise a public hearing to adopt annual rate resolutions and certify non-ad valorem assessment rolls for fire rescue, solid waste and stormwater services on Tuesday, September 15, 2026 at 10:00 a.m. in the McPherson Governmental Campus Auditorium.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23427 **Agenda Date:** 7/7/2026 **Agenda No.:** 11.4.

SUBJECT:
Request to Cancel the Public Hearing to Consider Planning and Zoning Items on Tuesday, September 1, 2026, at 2:00 p.m. in the McPhearson Governmental Campus Auditorium

INITIATOR:
Chuck Varadin, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
On January 20, 2026, the Board of County Commissioners approved the updated 2026 schedule of regular meetings of the Board of County Commissioners, including adjustments of dates and times for the planning and zoning portion of the meeting. As part of that action, a hearing for planning and zoning items was scheduled for Tuesday, September 1, 2026, at 2:00 p.m.

Staff is requesting that the Board cancel the afternoon hearing on September 1, 2026. The 2:00 p.m. hearing is no longer required, as all cases assigned to the August cycle will be consolidated and heard Tuesday, August 18, 2026, at 2:00 p.m..

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to cancel the Public Hearing on Tuesday, September 1, 2026, at 2:00 p.m.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23396 **Agenda Date:** 7/7/2026 **Agenda No.:** 13.2.1.

SUBJECT:
Present Commission Calendar

INITIATOR:
Jennifer Clark, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, for information only.

Marion County
Board of County Commissioners

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

The Marion County Board of County Commissioners has scheduled the following public hearings, meetings and workshops. All meetings are held in the McPherson Governmental Campus Auditorium, 601 SE 25th Ave., Ocala, unless otherwise stated and are open to the public, excluding those specified as closed sessions.

COMMISSION WORKSHOPS AND MEETINGS

Date time	Meeting type	Meeting description
July 7 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month
July 7 10:00 a.m.	First Public Hearing	For the Fiscal Year 2026-27 Annual Action Plan for the Community Development Block Grant, HOME Investment Partnerships Program and Emergency Solutions Grant
July 7 2:00 p.m.	Workshop	Regarding County Road 475A Task B PER
July 8 9:00 a.m.	Continued Public Hearing	To Discuss Proposed Land Development Code (LDC) Amendments
July 13 9:00 a.m.	Workshop	To Discuss the State's Joint Resolution Regarding Property Tax and its Impact on Future Budgets
July 13-16	Budget Workshops	To Consider the Budget for FY 2026-2027
July 21 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month
July 21 2:00 p.m.	Commission Meeting (Planning & Zoning)	Regularly scheduled for the third Tuesday of every month.
July 22 1:30 p.m.	Commission Meeting (Planning & Zoning)	Regularly scheduled for the third Wednesday of every month.
August 4 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month
August 4 10:00 a.m.	Final Public Hearing	For the Fiscal Year 2026-27 Annual Action Plan for the Community Development Block Grant, HOME Investment Partnerships Program and Emergency Solutions Grant

***Or as soon thereafter as possible.** **07/07/26**

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23309 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.1.1.

SUBJECT:
Present Chamber and Economic Partnership May 2026 Activity

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
As part of the Agreement between Marion County and the Ocala Metro Chamber and Economic Partnership (CEP) for Economic Development and Small Business Incubator Services, the CEP provides a monthly detailed statement indicating accomplishments supporting the performance measures and milestones which relates to business attraction, business retention, small business incubator and business creation, and general services and future performance measures.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

OCALA METRO CHAMBER & ECONOMIC PARTNERSHIP

Activity Report
Job Creation

May 2026



Erin Jones

VP,Economic Development

Healthcare Development

Project Acivity continues forward. Project Chrome Approved for City EIP and broke Ground. Creating 100+ New Jobs with a $25M Cap. Invest

Attended the Florida Economic Development Conference in Orlando with fellow Econ. Dev. Site Selectors, Utility Partners. Great Connections and Professional Development.

Project Break in final completion Stage for June Operational deadline. Project Affirm, still on track for fall operational start.

Hosted IHMC President for a collaborative dinner prior to being our EM Keynote: Joining us was CF president, Lockheed Martin, and Space florida Vice President for meaningful discussion around opportunities for partnership in Ocala. Hosted Q2 Healthcare Council meeting with Jessica McClain giving us a legislative update.

Meeting with key brokers, site selectors and project leads on current projects and pipeline. We had 1 RFI's for the state.



Open Position

Director of Business Development

Business Development

LLH had 138 Visit this month. Numbers pulled 12/18/25 , plus historically low in December.

We had

I did not attend any trade shows this month.

Several consultant updates related to various on-going projects.

Updated Sites & Buildings as necessary.

CEP Performance Matrix 2024-25

ACTIVITY	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	TOTAL
Business Attraction													
CEP will host at least **25** prospect visits during the year.	2	3	3	4	3	2	2	1					20
CEP will complete at least **five** Targeted Marketing events/ campaigns/trade shows.	3	2	0	0	1	1	3	5					15
Meet with **35** site consultants	10	6	3	2	5	2	2	3					33
CEP will host at least **4** consultants for a FAM tour	1	1	0	0	0	0	1	0					3
CEP will send **four** updates to key prospects, consultants, & brokers.	2	2	2	3	6	3	4	1					23
Business Retention													
CEP will complete and document in an online CRM at least **150** retention calls.	15	20	10	12	25	48	19	16					165
CEP will implement a corporate visitation program and complete at least **two** corporate visits.	0	0	0	0	0	0	0	0					0
CEP will engage 300 students & 35 businesses in NEXTworking career development events	390 students / 60 business leaders	0	0	0	0	0	0	0					390 Students/60 Business
Business Creation													
The Power Plant will graduate at least **three** businesses.	0	0	1	0	0	0	0	0					1
At least **two** Power Plant graduates will be located in Marion County.	0	0	1	0	0	0	0	0					1
The Power Plant will maintain at least a **50%** occupancy rate.	81.5%	81.5%	81.5%	76.0%	83.0%	83.0%	83.0%	83.0%					81.6%
The Business Creation initiative will assist **125** would be entrepreneurs.	21	24	27	27	34	23	22	26					204
CEP will assist at least **100** entrepreneurs through the IMPACT initiative	71	0	90	0	42	15	34	15					267
The CEP will work to open at least one neighborhood incubator in a targeted IMPACT neighborhoods.	✓	✓	✓	✓	✓	✓	✓	✓					
Ongoing													
CEP will serve as the official local representative to Enterprise Florida.	✓	✓	✓	✓	✓	✓	✓	✓					
The CEP will continue to build and maintain the Sites & Buildings database through ZoomProspector or a comparable program.	✓	✓	✓	✓	✓	✓	✓	✓					
The CEP will continue to implement an online CRM.	✓	✓	✓	✓	✓	✓	✓	✓					

CEP Performance Matrix 2024-25

ACTIVITY	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	TOTAL
CEP will continue the operation & promotion of the Power Plant as part of the Business Creation initiative.	✓	✓	✓	✓	✓	✓	✓	✓					
Reporting													
CEP will provide County/City with monthly (**twelve**) written reports of its activities.	☑	☑	☑	☑	☑	☑	☑	☑					
CEP will provide City/County with a monthly performance matrix update as to the status of each of these responsibilities.	☑	☑	☑	☑	☑	☑	☑	☑					

OCALA METRO CHAMBER & ECONOMIC PARTNERSHIP

Performance Matrix

Job Creation

May 2026



Open Position

VP of Job Creation



Erin Jones

VP, Economic Development

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Retention Visits (150)	10	15	56	20	40								**141**
New Jobs Created (400)	0	0	426	60	25								**511**
Capital Invest. ($40MM)	0	0	23. 5	30	0								**53. 5**
Prospect Visits	1	0	1	2	1								**5**
Corporate Visits (2)	0	0	0	1	0								**1**
HC Council/ Insider (150)	0	0	38	0	31								**69**
Retention Visits (150)	5	25	35	10	35								**110**
HC Conf/ Trade Show(6)	1	1	1	2	1								**6**
HC Exc. Tier Touch Base/Mtg.(15)	3	5	6	4	3								**21**
Prospect Visits	3	4	3	4	2								3

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23345 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.1.2.

SUBJECT:
Present Letter Dated June 8, 2026, from the City of Belleview, Development Services Department, Regarding Rescheduled Meetings for the Annexation Application Relating to Parcels 36862-000-00, 36872-001-01 and 36872-001-03

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Present letter dated June 8, 2026, from the City of Belleview, Development Services Department, regarding rescheduled meetings for the Annexation Application Relating to Parcel Nos. 36862-000-00, 36872-001-01 and 36872-001-03. This item will first be considered by Belleview's Planning and Zoning Commission on July 14, 2026 at 5:30 p.m. at Belleview's City Hall. The City Commissioner will hold their first reading on August 18, 2026 at 6:00 p.m. and their final reading on September 15, 2026 at 6:00 p.m., both at Belleview's City Hall.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

CITY OF BELLEVIEW

City with Small Town Charm
www.belleviewfl.org

Development Services
5525 SE 119th St.
Belleview, FL 34420
Office: 352-245-7021
dsstaff@belleviewfl.org

RECEIVED
JUN 12 26
MARION COUNTY ADMIN

To: Attached Agency List

Date: June 8, 2026

Re: Annexation of properties - Rescheduled

The City of Belleview has rescheduled the required meetings for the annexation application for the following properties and is proceeding with annexation (also see attached map):

Parcel # 36862-000-00
36872-001-01
36872-001-03

This request is scheduled for the following meeting dates:

- Planning and Zoning Board Meeting — July 14, 2026 (City Hall 5:30 PM)
- City Commission Meeting (first reading) — August 18, 2026 (City Hall 6:00 PM)
- City Commission Meeting (final reading) — September 15, 2026 (City Hall 6:00 PM)

The proposed annexation area meets the criteria in Section 171.043, Florida Statutes. Please let me know if Marion County has any objection(s) to the City's proposed annexation of this property. If you have any questions or would like to be added to the email distribution of correspondence, please contact me at (352) 245-7021 ext. 2106, koneill@belleviewfl.org.

Sincerely,

Kelley L. O'Neill
Planning & Zoning

Enclosure: Staff Report

Gregory C. Harrell
Marion County Clerk of Court
Via email

Superintendent of Operations
Marion County Public Schools
PO Box 670
Ocala, FL 34478

Steve Cohoon
County Engineer
Via email

Marion County Growth Services
Via email

Chief James Banta
Via email

Mounir Bouyounes
Marion County Administrator
601 SE 25th Avenue
Ocala, FL 34471

Marion Co. Property Appraiser
Attn: Tami McIntyre
Via email

Evan Searcy
Marion County Health Dept
Via email

Marion County MSTU
2710 E. Silver Springs Blvd
Ocala, FL 34470

George Albright
Marion County Tax Collector
503 SE 25th Ave
Ocala, FL 34471

Marion Co Sheriff's Dept
PO Box 1987
Ocala, FL 34478

MC Supervisor of Elections
Via email

Mrs. Lori Conrad
Marion County School Board
Via email

Marion County Public Schools
Student Acct & Records
PO Box 670
Ocala, FL 34478

Marion County 911 Management
Via email

CITY OF BELLEVIEW

Date: 06/08/2026

Planning & Zoning Board Hearing: 07/14/2026
Commission: First Reading 08/18/2026 - Final Reading 09/15/2026

Application Number:
AN26-0004

Project Number:
JAN26-0004

Application Type:
Annexation

Request:
Annexation of 3 parcels

Owner/Applicant:
US 441 Development LLC

Agent/Engineer/Architect:
Abshier Engineering

Related Applications:
None

Parcels #:
36862-000-00
36872-001-01
36872-001-03

Acreage:
6.59 +/-
3 parcels

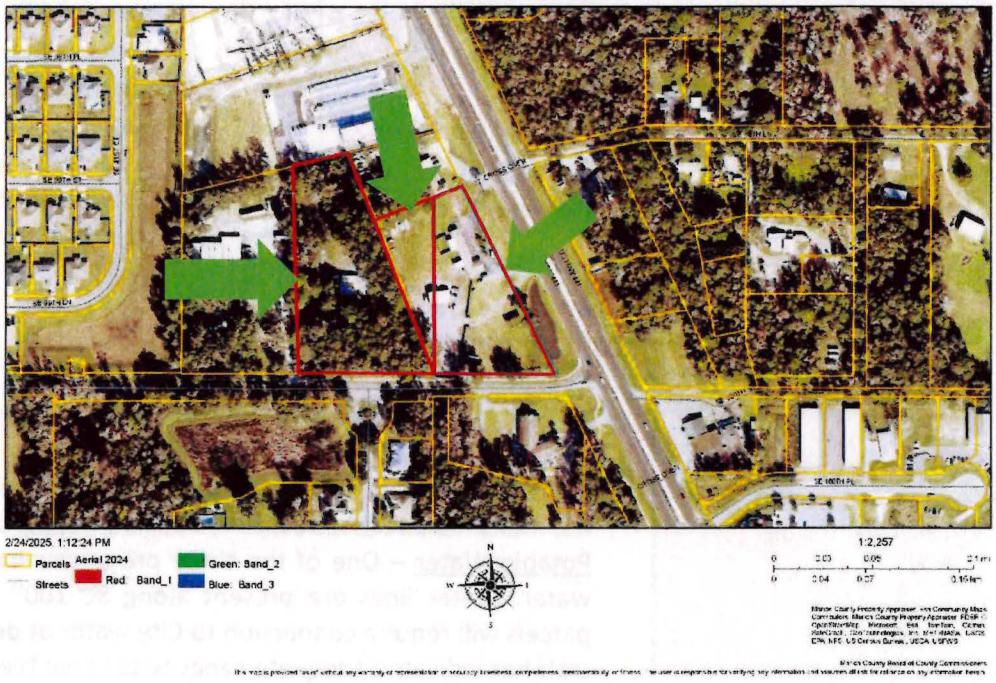
Future Land Use:
Marion County – Commercial

Zoning:
Marion County – B-5

P&Z Recommendation:

LOCATION MAP

US 441 Development LLC



Location
The properties are located the corner of S US HWY 441 and SE 100th St. The subject properties appear to be located in an area of minimal flood hazard, Zone X, as found on the Community Panel Number 12083-C0729D.

Request
This application is a request to annex three properties owned by US 441 Development LLC.

Background
The subject parcels are commercially zoned properties owned by US 441 Development LLC. This application, initiated by the property owner, annexes the properties into the City of Belleview. The properties are surrounded by commercial and residential properties. The properties have convenient access to US HWY 441 and SE 100th Street. Parcel 36862-000-00, which is located on the corner of US HWY 441 and SE 100th Street appears to be connected to City water. Both City water and sewer are available for all three parcels.

Table 1

Location	3 parcels totaling 6.59 acres +/-. Parcel numbers 36862-000-00, 36872-001-01, 36872-001-03
Property Owner(s)	US 441 Development LLC
Surrounding Future Land Use Designations	North: Commercial (County/City) South: Commercial/Residential (County/City) East: Commercial (County) West: Commercial (County)
Surrounding Zoning Designations	North: B-5 (County/City) South: B-2/R-1 (County/City) East: B-2/B-5 (County) West: B-5 (County)
Surrounding Existing Uses	North: Commercial (County/City) South: Commercial/Residential (County/City) East: Commercial (County) West: Commercial (County)
Soil Information	ARB (Soil Survey of Marion County, Florida)
Flood Zone	The subject properties appear to be located Flood Zone X, as found on Community Panel Number 12083-C0729D.

STAFF ANALYSIS:

1. **Concurrency**

   Sanitary Sewer – These properties have not previously been connected to City sewer. Sewer lines are present along SE 100th Street. Development of these parcels will require connection to sewer at developer expense. Public Works staff has indicated adequate capacity to serve the proposed land use and zoning.

   Potable Water – One of the three properties has previously connected to City water. Water lines are present along SE 100th Street. Development of these parcels will require connection to City water at developer expense. Public Works staff has indicated adequate capacity to serve the proposed land use and zoning.

   Solid Waste – These properties have not previously received solid waste services. Properties will be required to provide their own commercial solid waste servies.

   Drainage – Future development will be required to meet St. John's Water Management District and City of Belleview drainage requirements. The site contains Arredondo soil which is well drained and suitable for development.

   Schools – No impacts on Marion County schools will result from this application. Marion County School Board planners have been notified of this application.

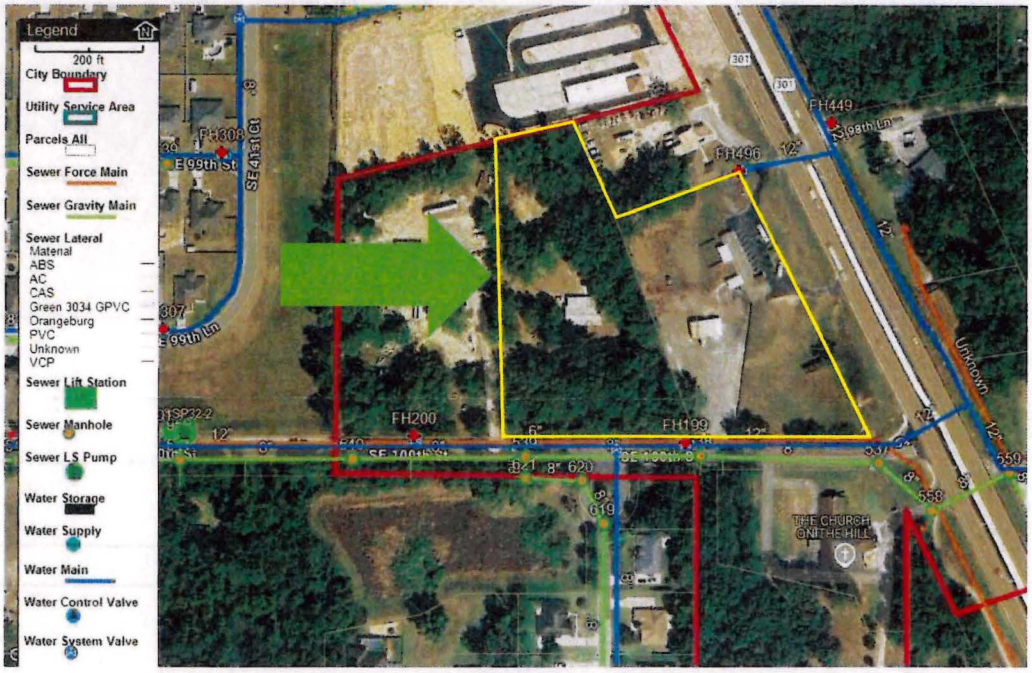
2. **Impacts on Affordable Housing** – No impacts on affordable housing will result from this application.
3. **Compatibility with Adjacent Land Uses** – The subject properties are located in a residential/commercial area and are surrounded by commercial and residential properties.
4. **Sprawl Control** – The proposed amendment is consistent with the urban sprawl control requirements of 163.3177(6)(a)9, Florida Statutes.
5. **Consistency with Adopted Codes and Standards** – The proposed amendment is consistent with the Belleview Comprehensive Plan and Land Development Regulations.

RECOMMENDATIONS:

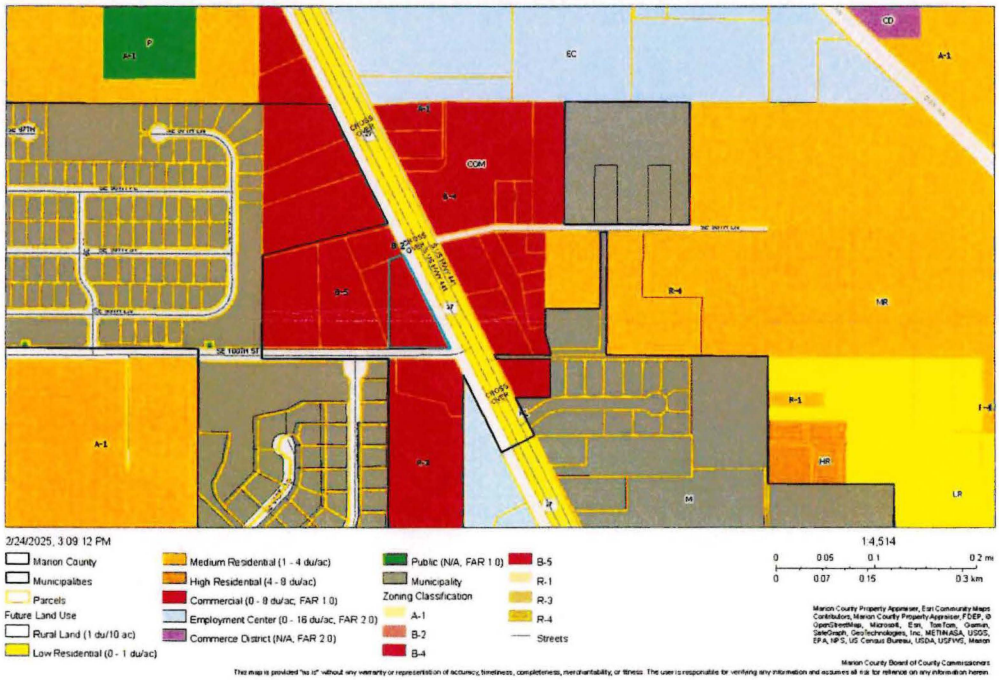
Staff – Staff recommends **APPROVAL** of application AN26-0004 to annex subject properties from Marion County.

Additional Maps

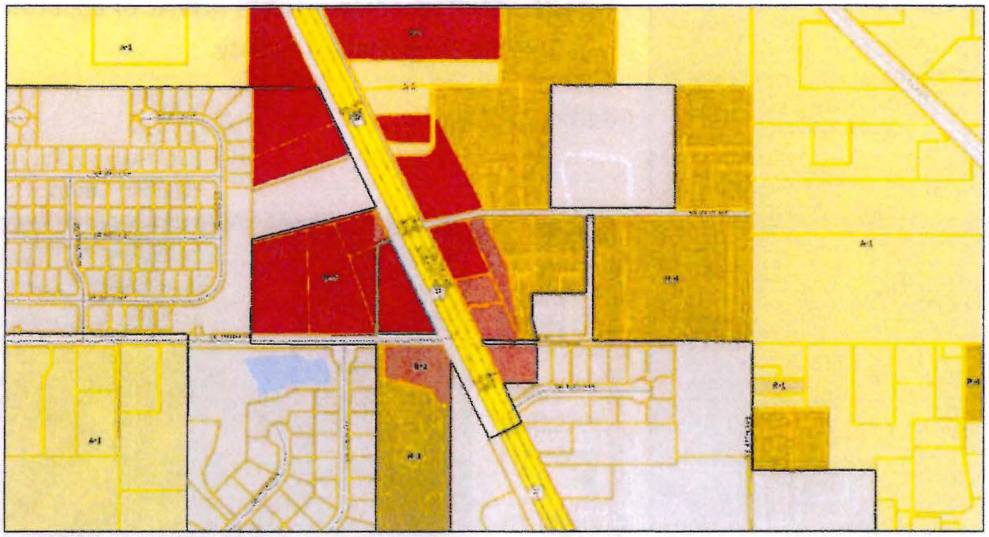
Utility Lines



Marion County Future Land Use



Marion County Zoning



2/24/2025 3:12:41 PM

1:4,514

Marion County
Municipalities
Parcels

Zoning Classification
A-1
B-2
B-4
B-5
R-1
R-3
R-4
Streets

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23368 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.1.3.

SUBJECT:
Present Monthly Building Safety Productivity Report for the Month of May 2026

INITIATOR:
John Pearson, Director

DEPARTMENT:
Building Safety

DESCRIPTION/BACKGROUND:
Present Monthly Building Safety Productivity Report for the Month of May 2026.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information purposes only.

Marion County Building Safety Department
Productivity Report

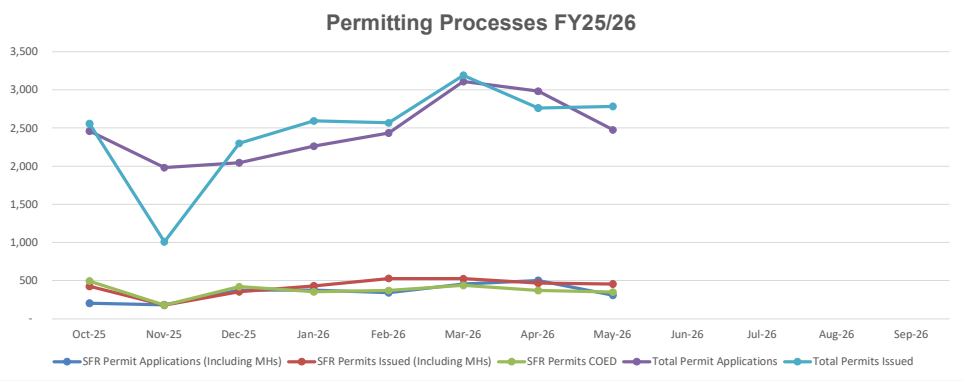
FY 2025/2026

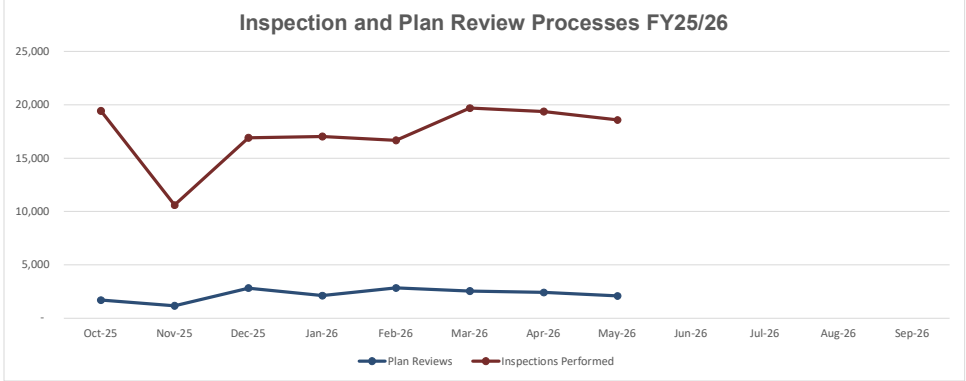
	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	FY 25/26
SFR Permit Applications (Including MHs)	204	182	377	375	341	454	500	309					**2,742**
SFR Permits Issued (Including MHs)	424	179	354	431	528	524	469	457					**3,366**
SFR Permits COED	495	178	419	353	370	437	371	350					**2,973**
Total Permit Applications	**2,459**	**1,981**	**2,045**	**2,260**	**2,434**	**3,108**	**2,982**	**2,475**					**19,744**
Total Permits Issued	**2,556**	**1,010**	**2,298**	**2,591**	**2,567**	**3,190**	**2,761**	**2,783**					**19,756**
Plan Reviews	1,706	1,177	2,828	2,122	2,844	2,556	2,412	2,102					**17,747**
Inspections Performed	19,425	10,601	16,910	17,028	16,657	19,685	19,362	18,577					**138,245**
Advanced Property Searched	943	692	891	979	1,157	1,363	1,308	1,126					**8,459**
Customers Served In Office	2,136	1,629	2,078	1,573	1,365	1,540	1,328	1,336					**12,985**
Total Revenue **	$ 1,017,730	$ 813,293	$ 812,084	$ 717,474	$ 770,094	$ 986,247	$ 850,356	$ 796,527					**$ 6,763,805**

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)	408	450	540	588	406	447	622	507	467	472	479	1,117	**6,503**
SFR Permits Issued (Including MHs)	587	438	376	601	560	539	421	454	480	394	426	350	**5,626**
SFR Permits COED	457	575	530	539	611	593	586	491	556	542	506	467	**6,453**
Total Permit Applications	**2,478**	**2,624**	**2,650**	**2,849**	**2,594**	**2,718**	**3,262**	**2,830**	**3,069**	**3,012**	**2,738**	**3,615**	**34,439**
Total Permits Issued	**2,826**	**2,426**	**2,497**	**2,632**	**2,808**	**2,768**	**2,939**	**2,745**	**2,841**	**2,773**	**2,547**	**2,430**	**32,232**
Plan Reviews	1,447	1,134	1,518	1,394	1,866	1,463	1,396	1,512	1,627	1,573	1,363	1,518	**17,811**
Inspections Performed	22,655	20,504	23,398	22,951	21,174	22,607	22,464	20,799	19,882	19,711	18,691	18,874	**253,710**
Advanced Property Searched	731	606	720	930	766	822	891	729	636	747	935	937	**9,450**
Customers Served In Office	2,002	1,722	1,642	2,037	1,945	1,943	1,865	1,982	1,994	1,958	1,860	2,206	**23,156**
Total Revenue **	$ 501,453	$ 667,727	$ 729,241	$ 1,140,874	$ 809,052	$ 983,814	$ 922,355	$ 943,527	$ 945,204	$ 904,231	$ 923,571	$ 1,022,505	**$ 10,493,556**

**** Revenue totals are as of the "Printed On" date below.**





Effective October 1, 2025 Marion County Board of County Commissioners approved Resolution 25-R- 295 Authorizing a reduction in certain fees and charges for building permits; adding fees for metal buildings; adding fees for electronic recording of notice of commencements

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23424 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.1.4.

SUBJECT:
Present A Year in Review from the Marion Soil and Water Conservation District for 2025-2026

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
Present a year in review from the Marion Soil and Water Conservation District for 2025-2026, along with their annual performance measures.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

Marion Soil and Water Conservation District (MSWCD)

Annual Performance Measures

Fiscal Year October 1, 2024 – September 30, 2025

Summary: "This table lists all annual and long-term performance measures for the Marion Soil and Water Conservation District for Fiscal Year 2024–2025. It includes each goal, its associated performance measure description, the performance term, the status, and a narrative evaluation of progress."

Goal	Performance Measures	Term	Status	Evaluation
Increase participation in Farms of Environmental Distinction (FED) program by one (1) producer per year	Solicited assistance from partners; attempted identification of candidates	Annual	Fail	The District sought assistance from Natural Resources Conservation Service (NRCS) and FL Dept. of Agriculture and Consumer Services (FDACS) but identified candidates were already FED recipients. One new potential candidate was identified in mid-November 2025.
Recognize the one (1) FED recipient annually	Recognition event planning	Annual	Fail	No recognition could occur because no new FED recipient was identified this cycle.
Host two (2) outreach events promoting conservation stewardship	Participation in multiple community outreach events	Annual	Pass	Events hosted include Buzz and Bloom, Progressive Ag Safety Day, Local Working Group (LWG).
Manage FDACS' Cost Share Contract	Contract closeout and startup	Annual	Pass	Closed contract 27688 and initiated 32781. Staff attended FL Dept. of Management Services contract training.
Educate sixty (60) residents on water resources by 2028	Water resource outreach and partnership efforts	Continuous	Ongoing	Staff attended water school and served on advisory committees. Presented at Springs Festival (449 adults, 362 children), Buzz and Bloom (100), and seed library (215). Partnered with College of Central Florida (CF) on National Science Foundation (NSF) grant.
Direct fifteen (15) landowners to soil testing agencies	Landowner assistance and documentation	Continuous	Ongoing	Staff began improving documentation processes; five interactions were formally logged.

Provide soil survey information to nine (9) stakeholders	Soil survey assistance	Continuous	Ongoing	Only four interactions were logged due to new documentation tracking.
Promote soil health to sixty (60) residents	Soil health outreach	Continuous	Ongoing	Engaged residents at Springs Festival (449 adults, 362 children), Buzz and Bloom, and seed library with information on native plants and sustainable practices.
Provide and promote soil health information through literature at events	Distribution of soil health literature	Annual	Pass	Distributed literature at Springs Festival, Buzz and Bloom, and seed library on native plants and sustainable practices.
Expand the eight (8) existing youth conservation education programs	Program expansion and contest management	Continuous	Ongoing	Some programs were suspended or postponed due to low participation or budget limitations. Added National Association of Conservation Districts (NACD) photo contest and explored Public Service Announcement (PSA) contest. Continued multiple youth event collaborations.
Reach a hundred (100) students through youth programs and contests	Student participation tracking	Annual	Pass	Participation included: essay (1), NACD posters (27), found art (38), Envirothon (25), conservation landscape trays (30), public speaking (1), Horse Farms Forever (HFF) posters (28), scholarship applicants (8), Eco-Art (62), Ag Safety (26), and Ag Career Fair (700).
Distribute conservation literature at nine (9) local events	Literature distribution	Annual	Pass	Provided conservation information at festivals, community events, county meetings, and safety programs. Expanded outreach with bilingual publications.
Collaborate with three (3) neighboring county partners/SWCDs to boost participation in contests	Regional partnership engagement	Continuous	Ongoing	Assisted with Lake Envirothon; reached out to Levy, Dixie, and Gilchrist counties; Alachua County had active participation.

Hold one (1) conservation event addressing a conservation related topic	Event hosting	Annual	Pass	Hosted LWG, Buzz & Bloom, Progressive Ag Safety Day, and Central FL Envirothon.
Promote programs to twenty-five (25) teachers, advisors and community leaders	Program promotion	Annual	Pass	Despite delays, information was sent to School Board administrators, teachers, county commissioners, and the Clerk of Courts. Hundreds of NSF grant brochures were distributed.
Presentation to the School Board	Formal presentation of programs	Annual	Fail	Presentation was not scheduled due to delays in completing the contest packet. Email notification was sent instead.
Monthly public meetings	Governance meetings	Annual	Pass	Some meetings were cancelled the month prior, but all required meetings were held with a quorum.
Participate in nine (9) community events by 2028	Community engagement	Continuous	Ongoing	Participated in multiple festivals, Envirothons, Future Farmers of America (FFA) Judging, Seed Library, Buzz & Bloom, Rainbow River Clean-up, scholarship, internships, and more.
Continue to hold an annual LWG	Annual LWG meeting	Annual	Pass	LWG meeting was held on April 7, 2025.
Educating fifteen (15) landowners in Best Management Practices (BMPs) by 2028	BMP outreach	Continuous	Ongoing	Educational outreach at Farmland Preservation Festival (519 attendees), Rainbow River Conservation (RRC) meeting, and continued BMP cost-share program management.
Expand BMP education through partnerships	Partnership-based outreach	Continuous	Ongoing	Collaborated with Water Management Districts (WMDs), Extension, NRCS, and FDACS. Hosted LWG. Supported septic tank education through Run for the Springs.
Launch media presence by end of year, 2025	Media engagement	Annual	Pass	Increased media presence through articles, radio, and social media posts about conservation programs and events.

Post thirty-six (36) media updates promoting conservation topics and/or successes by 2028	Media updates	Continuous	Ongoing	Published articles in local newspapers and magazines; advertised contests on radio; shared event updates on collaborators' social media.
Present three (3) virtual media demonstrations to provide education on conservation by 2028	Virtual education	Continuous	Ongoing	No virtual demonstrations were completed due to turnover in Program Assistant position.
Regularly update the website	Website maintenance	Annual	Pass	Website kept compliant and regularly updated.
Require all MSWCD personnel attend one (1) relevant training	Staff training and development	Annual	Pass	Board supervisors attended ethics training. Staff attended leadership, certification, water school, and pollinator academy trainings.

A Year In Review 2025-2026



Marion Soil and Water Conservation District

WWW.MARIONSWCDFL.GOV

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2024-2025 Year in Review

Marion Soil & Water Conservation District

Conservation Districts: A History

The Marion Soil and Water Conservation District (MSWCD) is a governmental subdivision of the State of Florida funded by Marion County. The creation of soil and water conservation districts was authorized by the Soil and Water Conservation Law, Chapter 582, Florida Statues, enacted by the Florida Legislature in 1937.

MSWCD was organized and enacted in 1941 by a landowner petition for developing and implementing a locally-led conservation program for our water, soil and natural resources.

CONTACT US
www.MarionSWCDFL.gov
2710 E Silver Springs Blvd
Ocala, Florida 34470
(352) 438-2475

Ann Bishop
Executive Administrator
Ann.Bishop@MarionFL.org

Rachael Tuck
Program Assistant
Rachael.Tuck@MarionFL.org

PROTECTING OUR RESOURCES AND OUR FUTURE

Over the years, conservation districts have built a legacy of impact through their collaboration with community stakeholders. Each district, including Marion Soil and Water, is a unique entity, working alongside partners to solve unique local resource concerns.

The goal of this collaboration is to face the environmental issues of today, head-on, and plant the seed for a brighter future. Through our continued mission, we hope to inspire future generations to do the same.

OUR GOALS

- Promote Sustainable Land-use Practices: Encourage methods of using land that protect our natural resources while supporting productivity and growth.
- Promote participation in the Farms of Environmental Distinction (FED) Program: Encourage and recognize agricultural operations with exceptional contributions to best management practices.
- Strengthen and Develop Relationships With Local Organizations, Agencies, and Stakeholders: Maintain existing partnerships that enhance collaboration and impact within the community while creating new ones.
- Expand Educational Outreach Efforts: Increase opportunities for learning by participating in new festivals and events, creating new workshops, and adding a new contest.
- Encourage a Culture of Stewardship and Environmental Responsibility: Inspire communities to take a more active role in protecting and carrying for all of our natural resources.
- Offer Guidance and Technical Assistance to Landowners: Provide expertise, support, and technical assistance to help landowners access financial assistance that supports conservation efforts.

- Grow Conservation Programs to Reach New Areas: Expand the District's programs into underserved areas of the County to ensure more stakeholders have access to resources and support.
- Increase Participation in District Programs and Contests: Boost involvement in our District-led events. Making participation more accessible and engaging, thus allowing an interest in conservation involvement and stewardship.

ACCOMPLISHMENTS FROM THIS YEAR

- Central Florida Envirothon Expanded Participation: This year the MSWCD hosted the Central Florida Envirothon for three counties; including Marion, Alachua, and Lake County. The Envirothon is a hands-on environmental education competition where students explore topics in conservation.
- Conservation Landscape Trays Increased Entries: The Conservation Landscape Tray is an annual event the District sponsors at the Southeastern Youth Fair. This year, we saw much higher participants than the previous years.
- Expanded the Acciona Partnership: Connected an international biochar company, Acciona, with local contacts and community partners to create collaboration opportunities.
- Second Annual Buzz & Bloom Held: The District partnered with Rainbow Springs State Park, Marion County Public Library, and Master Gardeners to hold the second annual Buzz & Bloom, highlighting the importance of pollinators in a family-friendly learning environment.
- Collaboration with College of Central Florida (CF): Through the National Science Foundation (NSF) Aquatics Workforce and Research Project, CF is partnering with MSWCD to introduce college students to careers in water conservation. With collaboration from the University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS) Extension, the District will continue to host interns until 2028.

HIGHLIGHTS FOR NEXT YEAR

- Public Service Announcement (PSA) Contest: The District is developing a new contest available to Marion County students. The contest involves creating a PSA on a conservation topic chosen by our District.
- Resuming the Grace Force Scholarship: The Grace Force scholarship is open to all seniors in Marion County.
- Continuing our Partnership with Horse Farms Forever (HFF): In 2024 the District entered a partnership with HFF where we assisted in organizing and managing their contest process. These contests were suspended in 2025 by HFF, but will resume in the fall of 2026.
- Expanding Partnership with UF/IFAS: The District partnered with UF/IFAS for a series of well workshops that will continue into the next fiscal year. This partnership will improve program effectiveness and increase community engagement within Marion County.

Annual Contest Showcase

The Districts annual contests highlight the achievements and creativity of students in a variety of mediums from academic to artistic. Contests provide students with an opportunity to showcase their work at a local level, with the possibility of going onto state and/or national level competition. This year, the District held a new photo contest, allowing adults to compete as well. Entering into our contests provides a foundation for environmental stewardship and strengthens connections to conservation within our community.

Partnerships within the community are integral to the continued success of our contests. Our District thanks all those who support our contests, especially those who dedicate their time and expertise.

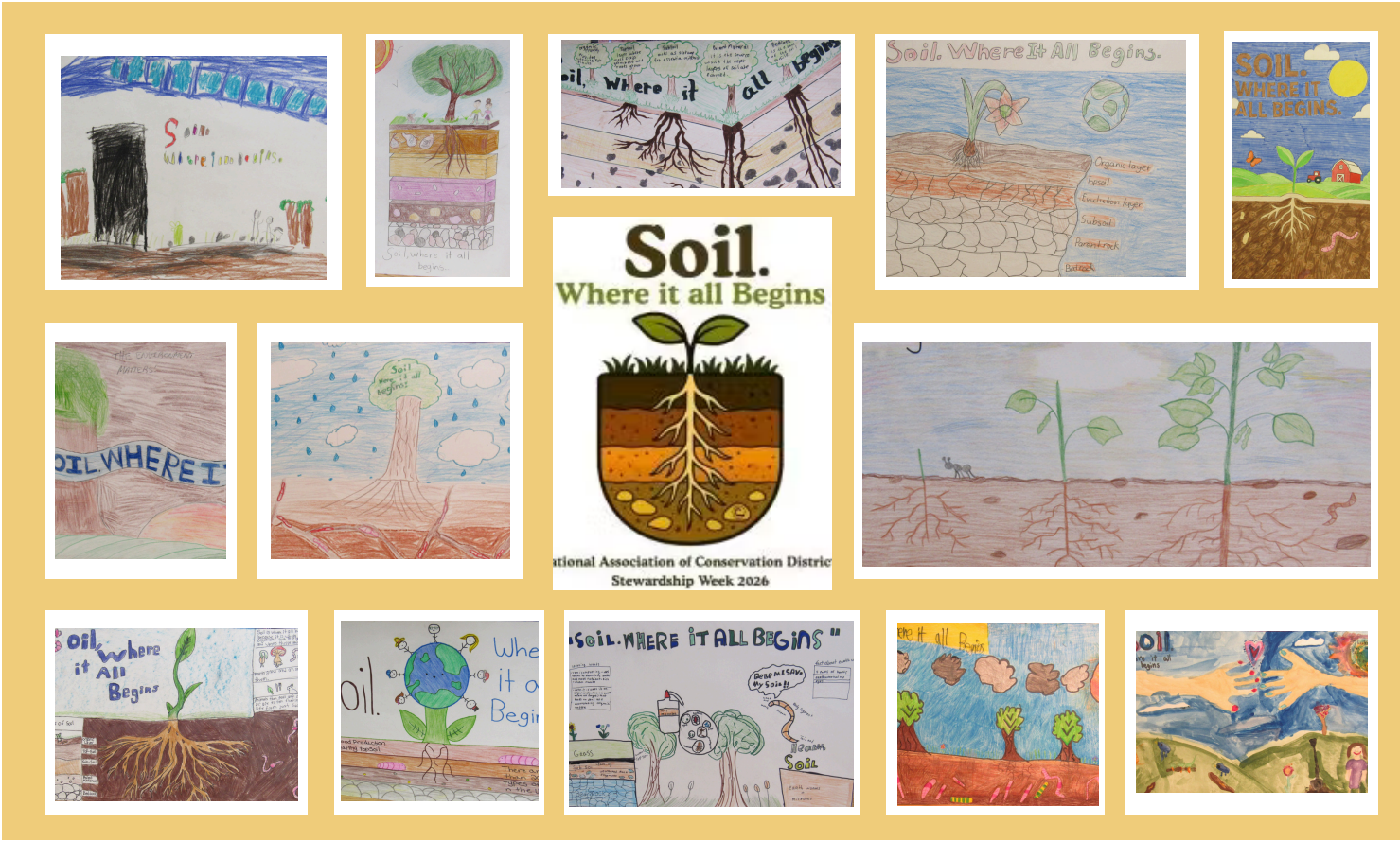
MARION SOIL & WATER CONSERVATION DISTRICT

Contests



Our Conservation Superstars!

This year's contest theme was "Soil. Where It All Begins," highlighting the importance of soil in supporting all life on Earth, beginning with the food we eat and expanding far beyond that. By conserving soil, we support the land around us and all that it gives us.



Congratulations to the Tardigrades!

The Tardigrades team from Alachua County made an incredible run at the Envirothon, earning the honor of representing Florida on the National Stage in Alberta, Canada! Competing against the top teams in the country, including teams from Canada and China, they delivered an excellent performance and finished 20th overall.



Educator of the Year

Tara Kline from Forest High School was honored as the Educator of the Year!
A repeat winner, Tara Kline has shown an outstanding dedication to getting her students involved in conservation. Educators are incredibly important in building environmental stewardship amongst the next generation, and she has risen to the occasion.

Expression of Gratitude from Students



To Whom This may Concern,

On Behalf of myself, I want to express my heartfelt gratitude for your generous sponsorship. You'r support plays a vital role in our ABility to provide meaningful opportunities for our youth to learn, grow, and lead in the field of agriculture.

Thank you.

Alyssa Skinner

Dear Marion Soil and Water conservation district,

Thank you so much for giving us third place! We were very proud of ourselves for placing third. We have learned so much from this project. We learned how each thing on the tray contributes to the community and how it helps the environment. Throughout this project we had some step backs. We had many things that needed to be fixed or critiqued before it got turned into the fair. It was a very stressful project for some of us, but we pushed through.

We started by getting the tray from our teacher. The first thing we did was paint the bottom of the tray with green paint and dug the hole where the water was going to go. We then started putting trees for prescribed burning/ tree planting. We then started putting our wildlife on the tray and our fencing. After we put the fencing and the wildlife, we then put the irrigation system in which we used real soil, and we used straws to make the actual irrigation system and we bought fake plants to go in the dirt and for the hedge grow around the irrigation system. After we finished all of that we made the water out of slime and put it in the hole, we also used glitter glue. This took us a very long time to do, and it came out very good. We are very proud of how it came out and how nice it looked.

We have all put so much work and effort into this project, and we were all very pleased we got third place. Thank you so much again for picking us to be third. Doing this project made us want to do another conservation tray when we get into high school. This was a very fun project to do and taught us so much while doing it!

Sincerely,

Belleview Middle FFA

Belleview Middle FFA Chapter

Dear MSWCD board,

I wanted to thank you for awarding me 1st place in my division of Conservation landscape tray. I had so much fun making my tray & adding little details but picking out what I was going to use was hard there was so much to choose from. I am grateful I had the opportunity participate & I feel like I learned a lot about landscapes.

Sincerely

East Silver Springs Blvd.

Ocala, Florida 34470

February 28, 2026.

Dear Board Members,

On behalf of the Florida Riverside 4-H Club, I would like to extend our sincere appreciation for sponsoring the Conservation Tray Landscape Contest at the Southeastern Youth Fair.

This year marked a very special milestone for our club. It was our first time participating as a 4-H club in the Conservation Tray Landscape Contest, and for many of our members, it was their very first time entering this event. We are incredibly proud to share that our group placed 2nd in the Group Division. This accomplishment meant so much to our members and served as an encouraging reminder that hard work, teamwork, and dedication truly pay off.

The opportunity to participate in this contest allowed our youth to deepen their understanding of conservation practices, environmental responsibility, and landscape design. Beyond the competition itself, the experience fostered collaboration, creativity, and confidence among our members. Your support of agricultural and environmental education makes a lasting impact on young people in our community.

Thank you for providing such a meaningful and well-organized event for local youth. We are already looking forward to participating again next year and continuing to grow through this wonderful opportunity.

Thank you for sponsoring the conservation tray competition. We competed in this contest as a small group from Lake Weir High School FFA.

My friends and I had to research the different conservation practices. We had to work together to make sure all of our models were the same size. This was the biggest challenge for our group. We had to rebuild some of our models to get our project to scale.

Thank you for sponsoring this contest. Our trophy is beautiful. Through this contest we learned a great deal about conservation practices and team work.

February 28,2026

Dear Marion Soil and Water Conservation District,

It is not about the blue ribbons and trophies. It's about expanding agriculture in youth like me. Howdy, my name is Dakota James Anneshensley. I am a member of Happy Trails 4-H club. I am a junior at Lake Weir high school. In my free time I love to play baseball and work my steer. I would like to thank you for your support in the Southeastern Youth Fair conservation tray contest. This is my second year entering the competition and placing. I hope to keep competing next year for my senior year. My aspiration upon graduation is to be entering a branch of the service and pursue a career as a fish and wildlife officer. I love the woods so by becoming a fish and wildlife officer I can be in the woods and have a great paying job.

Sincerely,

My name is Will Love, and I attend the Villages charter School. I am 11 years old this is My 3rd year Showing in the SEYF. I have Shown Steers, goats, chickens and a woodworking project. One of my favorite things to Do is a landscape tray

My granddad helps me research the different plots of land that are involved in farming and we plan it out. He gives me the materials and I put them together. I really enjoy learning about different areas of land. My tray recived Second place.

Thank you for allowing this project to be part of the fair and thank you for supporting our projects. I have learned

TAYLOR HOLLAND

Dear Marion Soil and Water Conse
District Board,

Thank you for selecting my project the Conservation Landscape Tray Conte I'm thankful for the oppurtunity to participate and learn more about cons methods. It was a great experience to on the project, And I am grateful fo recognition and price. Thank you for pro opportunities for students like this one.

Sincerely,
Taylor Holland

Thank you

Team Outreach Adventures: Capturing Moments of Impact and Connection



Envirothon



Springs Awareness Month



Career Fair



Marion County Day



Conservation Landscape Tray



Envirothon



RLE Well Workshop



Buzz & Bloom



Belleview Well Workshop

Cost-Share Funding



Cross Fencing to Subdivide Pastures

Through our FDACS-sponsored program, we have allocated **$429,058** for this fiscal year, helping farmers to implement Agricultural Best Management Practices to further conservation goals.

Requirements to Apply for FDACS Funding

To apply for funding, producers must be enrolled in the Agricultural Best Management Practice (BMP) program by submitting a Notice of Intent (NOI). Eligible BMPs must address a nutrient management, water quality or water quantity issue.



Composting Bins

BMP projects are subject to approval and program changes. The following projects are examples of BMP projects that have been accepted during previous years.

- **Cross Fencing**
- **Compost Facilities**
- **Weather Stations**
- **No-Tillage Drills**
- **Nutrient Applicators**
- **Solar Wells**

Benefits of Partnerships

The protection of our natural resources for future generations requires strong collaboration and shared commitment. By forming partnerships and working together toward a common goal, we can better serve the public and make meaningful progress towards environmental stewardship.

Marion County has been an important partner, offering financial support and demonstrating a dedication to conservation. In addition, FDACS and USDA/NRCS have played key roles in advancing these efforts.

Through these collaborations, we are able to better assist producers adopt BMPs, promote sustainable practices, and encourage environmental stewardship throughout the State.

Team Spotlight:
Collaborative Efforts and Achievements



Ann Bishop, CAP-OM
Executive Administrator

Ann is a cornerstone of the District's success. For more than ten years, she contributed her expertise and enthusiasm to supporting the District's mission and strengthening its connection to other agencies and the community at large.

In her position, she skillfully balances a wide range of responsibilities, from coordinating programs and logistics to overseeing adminastrative operations. Beyond her day-to-day duties, Ann fosters strong collaboration with board members and staff, creating a productive environment.



Rachael Tuck
Program Assistant

Rachael is a new addition to the District, bringing in fresh energy and commitment to the District's mission. She assists with coordinating events such as the Buzz & Bloom, managing communication with the general public and our partner agencies, and supporting the development of programs that connect our community with educational opportunities.

She is an important part of the team, making sure projects run efficiently and contributing to the growth of the District's outreach efforts.



Jordan Brantley
Intern

Jordan is a temporary addition to the team, but her impact is no less important because of it.

During her time at the District she worked with UF/IFAS to coordinate and execute a series of well workshops for Marion County residents, providing much needed education on well testing and maintenance. Beyond her primary project, she spent time shadowing experts across various agencies and gaining first hand experience in environmental conservation.

Introducing Our District Board: Champions of Environmental Conservation



From left to right: Conor Thorton-Fraser, Leonora Deonath, Vivi Serena, Amy Davis, Justin Albright

The MSWCD Board Members are dedicated to environmental stewardship, bringing valuable knowledge and experience to our District's community. Committed to promoting conservation through stewardship, they work together to foster a healthier environment for Marion County and throughout Florida.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23523 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.1.5.

SUBJECT:
Present Resolution of the Board of Directors of Marion Senior Services, Inc.

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
Marion Senior Services has adopted a resolution authorizing its Executive Director to evaluate options for the future provision of its transit services, including potential transition, transfer, or restructuring with another governmental entity or provider.

The resolution also authorizes the Executive Director to begin discussions and due diligence activities with interested parties and to communicate the organization's intent to discontinue transit service operations by December 31, 2026, subject to Board approval and applicable operational and contractual requirements.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

Marion Senior Services
MEALS • TRANSIT • IN-HOME SUPPORT

RESOLUTION OF THE BOARD OF DIRECTORS

OF MARION SENIOR SERVICES, INC.

A meeting of the Board of Directors of **Marion Senior Services, Inc.**, a Florida not-for-profit corporation ("Corporation"), was duly called and held on the 13th day of May, 2026, at which a quorum was present and acting throughout, and the following resolution was adopted:

RECITALS

WHEREAS, the Corporation currently provides and administers certain transportation related services under a Memorandum of Agreement with the Florida Department of Transportation as the "Designated Provider of Transportation for Elderly and Handicapped for Marion County" (the "Transit Services"); and

WHEREAS, the Board of Directors recognizes that the provision of such Transit Services has become increasingly complex due to, among other things, increased liability events and litigation exposure, rising operational and insurance costs, regulatory and administrative burdens, and the continued growth and expansion of the surrounding region and community; and

WHEREAS, the Board of Directors believes it is appropriate and in the best interests of the Corporation to evaluate whether the future operation and administration of Transit Services may be more effectively provided by another entity, governmental body, or municipality; and

WHEREAS, the Board of Directors further believes that exploring such opportunities may allow the Corporation to devote additional resources and focus toward other charitable and community service objectives that are more directly aligned with the Corporation's mission and long-term strategic goals.

NOW, THEREFORE, BE IT RESOLVED:

Authorization to Announce Discontinuation of Services.

The Board of Directors hereby authorizes the Executive Director to communicate and publicly state, as reasonably necessary and appropriate, that the Corporation intends to cease providing Transit Service by December 31, 2026, subject to any necessary operational wind-down, contractual obligations, funding requirements, and further direction of the Board.

The Executive Director is further authorized to engage in communications and transition discussions with governmental entities, funding agencies, community stakeholders, partner

organizations, and service recipients relating to the anticipated discontinuation and transition of such Transit Services.

Notwithstanding the foregoing, nothing herein shall authorize the Executive Director to execute any binding agreement for the transfer, assignment, or disposition of any assets, operations, contracts, personnel, or programs relating to Transit Services without further approval and ratification by the Board of Directors.

Authorization to Explore Transition Opportunities.

The Board of Directors hereby authorizes the Executive Director of the Corporation to take reasonable and appropriate steps to explore potential opportunities relating to the possible transition, transfer, assumption, outsourcing, or other restructuring of the Corporation's Transit Services operations to another entity, governmental body, or municipality.

Authority to Conduct Discussions and Due Diligence.

In furtherance thereof, the Executive Director is authorized to engage in preliminary discussions, meetings, negotiations, information sharing, due diligence activities, and other exploratory communications with prospective entities, municipalities, governmental agencies, consultants, legal counsel, and other relevant parties as the Executive Director reasonably deems appropriate.

Board Updates.

The Executive Director shall keep the Board of Directors reasonably apprised of material developments, discussions, and negotiations relating to the foregoing and shall provide updates to the Board as reasonably requested or as material developments occur.

No Authority to Bind Corporation.

Notwithstanding anything herein to the contrary, nothing in this Resolution shall authorize the Executive Director to:

- enter into any binding definitive agreement;
- transfer, assign, sell, convey, or otherwise dispose of any assets, equipment, contracts, personnel, operations, or property of the Corporation; or
- otherwise obligate the Corporation in connection with any such transition, unless and until such action is separately reviewed, approved, and ratified by the Board of Directors.

Reservation of Rights.

The Board of Directors expressly reserves the right to approve, reject, modify, suspend, or terminate any proposed transaction, restructuring, transition, or agreement relating to the Corporation's Transit Services in its sole discretion.

The undersigned hereby certifies that the foregoing is a true and correct copy of a resolution duly adopted by the Board of Directors of Marion Senior Services, Inc. and that such resolution remains in full force and effect as of the date set forth below.

DATED this 13th day of May, 2026.

Elizabeth Clark

Elizabeth Clark
As: Board Chair

Suzanne Shields

Suzanne Shields
As: Secretary

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23524 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.1.6.

SUBJECT:
Present Letter from Bay Laurel Center Community Development District Dated June 12, 2026 Regarding the Proposed Budget for Fiscal Year 2027

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
In accordance with Chapter 190.008 (2)(b), Florida Statutes, the Bay Laurel Center Community Development District has submitted its proposed Fiscal Year 2027 budget to the Board for review and information. The District will conduct a public hearing prior to final budget adoption.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

Bay Laurel Center
Community Development District

219 E. Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

June 12, 2026

RECEIVED
JUN 18 2026
MARION COUNTY ADMIN

Marion County Administrator
Mr. Mounir Bouyounes
601 Southeast 25th Avenue
Ocala, FL 34471

Re: Bay Laurel Center Community Development District
Proposed Budget Fiscal Year 2027

Dear Mr. Bouyounes:

In accordance with chapter 190.008 (2)(b), Florida Statutes, enclosed please find one copy of the District's proposed budget for the Fiscal Year 2027 for purposes of disclosure and information only. The District will schedule a public hearing not less than 60 days from the date of this letter for adoption of the same. Should you have any questions regarding the enclosed, please feel free to contact me.

Sincerely,

Stacie M. Vanderbilt
Recording Secretary

Enclosures

Bay Laurel Center

Community Development District

Proposed Budget

FY 2027

Bay Laurel Center
Community Development District

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Bay Laurel Center
Community Development District
Water and Wastewater Operating Fund Budget
Fiscal Year 2027

	Description	Adopted FY 2026	Actual 3/31/26	Projected 6 Months	Total 9/30/26	Proposed FY 2027
	Revenues					
34300.300.30000	Water and Sewer Revenues	$ 16,207,640	$ 8,188,443	$ 8,188,443	$ 16,376,886	$ 18,014,574
34300.300.30100	Conservation	$ 2,537,590	$ 1,733,858	$ 1,733,858	$ 3,467,715	$ 3,814,487
36900.300.10000	Miscellaneous Revenues	$ 30,000	$ (4,957)	$ (4,957)	$ (9,913)	$ 10,000
36100.300.10000	Interest Income	$ 2,000,000	$ 1,460,091	$ 1,460,091	$ 2,920,183	$ 2,500,000
36600.300.10200	SWFWMD / BLCCDD CFI Program	$ 37,500	$ 4,965	$ -	$ 4,965	$ 37,500
33100-300-35000	Federal Grant-Sewer/Wastewater	$ -	$ -	$ -	$ -	$ -
	Total Revenues	**$ 20,812,730**	**$11,382,400**	**$ 11,377,435**	**$ 22,759,835**	**$ 24,376,561**
	Expenses - Administrative					
53600.310.11000	Supervisors Fees	$ 7,017	$ 3,800	$ 3,800	$ 7,600	$ 8,400
53600.310.31100	Engineering	$ 75,000	$ 47,507	$ 47,507	$ 95,013	$ 100,000
53600.310.31500	Arbitrage	$ 1,470	$ -	$ 1,470	$ 1,470	$ 1,350
53600.310.32200	Attorney	$ 30,000	$ 12,501	$ 12,501	$ 25,001	$ 50,000
53600.310.31700	Dissemination Agent	$ 4,298	$ 2,149	$ 2,149	$ 4,298	$ 4,425
53600.310.32300	Annual Audit	$ 26,500	$ 11,500	$ 11,500	$ 23,000	$ 23,300
53600.310.31200	Trustee Fees	$ 14,678	$ 6,289	$ 6,289	$ 12,578	$ 15,219
53600.310.34000	Manager	$ 110,748	$ 55,374	$ 55,374	$ 110,748	$ 114,070
53600.310.35100	Computer Time	$ 1,229	$ 615	$ 615	$ 1,229	$ 1,266
53600.310.41000	Telephone	$ 3,245	$ -	$ 1,623	$ 1,623	$ 3,245
53600.310.42500	Printing & Binding	$ 2,499	$ 1,391	$ 1,391	$ 2,783	$ 3,152
53600.310.45000	Insurance - Liability	$ 26,500	$ 12,652	$ 12,652	$ 25,303	$ 28,669
53600-310-45200	Insurance - Surety	$ 1,775	$ 807	$ 807	$ 1,614	$ 1,829
53600.310.48000	Legal Advertising	$ 3,245	$ 2,064	$ 2,064	$ 4,128	$ 4,000
53600.310.49000	Other Current Charges	$ 20,000	$ 8,438	$ 8,438	$ 16,876	$ 20,000
53600.310.51000	Office Supplies	$ 3,000	$ 158	$ 158	$ 315	$ 1,000
53600.310.54000	Dues, Licenses & Subscriptions	$ 175	$ 175	$ -	$ 175	$ 175
	Total Administrative	**$ 331,379**	**$ 165,419**	**$ 168,336**	**$ 333,755**	**$ 380,100**
	EXPENSES - OPERATIONS:					
	Personnel:					
53600.330.12000	Salaries & Wages	$ 2,520,000	$ 1,161,906	$ 1,161,906	$ 2,323,812	$ 2,761,481
53600.330.12100	Other Salaries & Wages	$ 10,000	$ 1,250	$ 2,500	$ 3,750	$ 10,000
53600.330.12200	Unemployment Compensation	$ 3,500	$ -	$ 1,500	$ 1,500	$ 3,500
53600.330.12300	Payroll Taxes	$ 180,000	$ 84,579	$ 84,579	$ 169,159	$ 200,000
53600.330.12400	Pension Contributions	$ 45,000	$ 21,585	$ 21,585	$ 43,170	$ 55,000
53600.330.12500	Other Personnel Cost	$ 62,000	$ 29,962	$ 29,962	$ 59,924	$ 70,000
53600.330.12600	Education/Training	$ 20,000	$ 6,226	$ 6,226	$ 12,453	$ 20,000
53600.330.12700	Uniforms	$ 26,000	$ 4,017	$ 4,017	$ 8,033	$ 35,000
53600.330.21100	Workers Compensation	$ 32,000	$ 12,320	$ 12,320	$ 24,640	$ 35,000
53600.330.45100	Health Insurance	$ 850,000	$ 338,624	$ 338,624	$ 677,247	$ 968,000
	Total Personnel	**$ 3,748,500**	**$ 1,660,469**	**$ 1,663,219**	**$ 3,323,688**	**$ 4,157,981**

Bay Laurel Center
Community Development District
Water and Wastewater Operating Fund Budget
Fiscal Year 2027

	Description	Adopted FY 2026	Actual 3/31/26	Projected 6 Months	Total 9/30/26	Proposed FY 2027
	Office Overhead:					
53600.340.40900	Communications	$ 164,000	$ 37,146	$ 37,146	$ 74,292	$ 200,000
53600.340.41100	Administrative Costs	$ 100,000	$ 60,829	$ 60,829	$ 121,657	$ 150,000
53600.340.41200	Information Tech./Maintenance	$ 312,000	$ 116,678	$ 116,678	$ 233,356	$ 341,000
53600.340.42000	Postage (Utility Billing)	$ 75,000	$ 51,690	$ 51,690	$ 103,380	$ 140,000
53600.340.43500	Rentals & Leases	$ 25,000	$ 7,715	$ 3,000	$ 10,715	$ 25,000
53600.340.45000	Insurance - Property, Plant & Equipment	$ 750,000	$ 280,321	$ 280,321	$ 560,642	$ 750,000
53600.340.49200	Property Taxes	$ 58,000	$ 591	$ 591	$ 1,183	$ 2,000
53600.340.51100	Operating Supplies	$ 55,000	$ 27,494	$ 27,494	$ 54,988	$ 65,000
	Total Office Overhead	**$ 1,539,000**	**$ 582,464**	**$ 577,749**	**$ 1,160,213**	**$ 1,673,000**
	EXPENSES - OPERATIONS:					
	Plant and Field Operations:					
53600.350.43000	Electricity	$ 900,000	$ 443,636	$ 443,636	$ 887,272	$ 1,000,000
53600.350.43500	Office Rental	$ 225,000	$ 95,511	$ 95,511	$ 191,022	$ -
53600.350.43600	Office Cleaning	$ 24,000	$ 12,903	$ 12,903	$ 25,806	$ 26,000
53600.350.46000	Vehicle Repairs	$ 40,000	$ 15,256	$ 15,256	$ 30,512	$ 40,000
53600.350.46200	Plant and Mechanical Repair	$ 80,000	$ 59,432	$ 59,432	$ 118,864	$ 120,000
53600.350.46300	Generators Service Agreement	$ 100,000	$ 35,585	$ 35,585	$ 71,170	$ 110,000
53600.350.46500	Fuel Expense	$ 70,000	$ 30,041	$ 30,041	$ 60,082	$ 80,000
53600.350.46600	Repairs - Distribution/Collection	$ 220,000	$ 124,197	$ 124,197	$ 248,394	$ 300,000
53600.350.47300	Mowing/Grounds Maintenance	$ 100,000	$ 45,998	$ 45,998	$ 91,997	$ 110,000
53600.350.47500	Chemicals and supplies	$ 530,000	$ 203,026	$ 203,026	$ 406,052	$ 650,000
53600.350.47600	Laboratory and Testing	$ 130,000	$ 61,709	$ 61,709	$ 123,419	$ 100,000
53600.350.47700	Sludge hauling	$ 540,320	$ 72,824	$ 72,824	$ 145,649	$ 250,000
53600.350.49000	Non-recurring expense/Contingency	$ 45,000	$ 19,086	$ 19,086	$ 38,172	$ 55,000
53600.350.49100	Misc., Sm. Tools & Equipment	$ 18,000	$ 6,406	$ 6,406	$ 12,812	$ 20,000
53600.350.49600	Biosolids Disposal	$ -	$ 5,643	$ 5,643	$ 11,286	$ -
53600.350.49700	Dues, Licenses & Subs.	$ 12,000	$ 8,583	$ 8,583	$ 17,167	$ 15,000
53600.350.48000	Refuse	$ 10,000	$ 5,743	$ 5,743	$ 11,485	$ 15,000
53600.350.50000	Safety	$ 15,000	$ 9,087	$ 9,087	$ 18,173	$ 20,000
53600.350.49840	Stone Creek - Irrigation Controller Upgrades	$ -	$ -	$ -	$ -	$ 30,000
53600.350.49820	2023 SWFWMD / BLCCDD CFI Program	$ 75,000	$ 17,743	$ 17,743	$ 35,485	$ 50,000
53600.350.49830	Turf Replacement Program	$ 75,000	$ 1,000	$ 1,000	$ 2,000	$ 75,000
	Total Plant and Field Operations	**$ 3,209,320**	**$ 1,273,410**	**$ 1,273,410**	**$ 2,546,819**	**$ 3,066,000**
	Total Operating Expenses	**$ 8,828,199**	**$ 3,681,761**	**$ 3,682,713**	**$ 7,364,474**	**$ 9,277,081**
	Operating Income	**$ 11,984,531**	**$ 7,700,639**	**$ 7,694,722**	**$ 15,395,361**	**$ 15,099,479**

Bay Laurel Center
Community Development District
Water and Wastewater Operating Fund Budget
Fiscal Year 2027

	Description	Adopted FY 2026	Actual 3/31/26	Projected 6 Months	Total 9/30/26	Proposed FY 2027
	DEBT SERVICE					
51700.300.73000	Series 2022B- Interest 3/1	$ 3,385,907	$ 2,821,589	$ 564,318	$ 3,385,907	$ 3,355,884
51700.300.73000	Series 2022B- Interest 9/1	$ 3,385,907	$ 564,318	$ 2,821,589	$ 3,385,907	$ 3,355,884
	Series 2022B- Principal 9/1	$ 1,500,000	$ 750,000	$ 750,000	$ 1,500,000	$ 1,880,000
51700.300.74000	Indigo East Series 2022A- Interest 3/1	$ 567,525	$ 472,938	$ 94,588	$ 567,525	$ 541,775
51700.300.74000	Indigo East Series 2022A- Interest 9/1	$ 567,525	$ 94,588	$ 472,938	$ 567,525	$ 541,775
51700.300.75000	Indigo East Series 2022A- Principal 9/1	$ 1,030,000	$ 515,000	$ 515,000	$ 1,030,000	$ 1,080,000
	Total Debt Service	**$ 10,436,863**	**$ 5,218,432**	**$ 5,218,432**	**$ 10,436,863**	**$ 10,755,318**
	Debt Coverage	115%			148%	140%
	OTHER SOURCES/(USES):					
34300.300.00100	AFPI Charges	$ 3,982,368	$ 2,284,945	$ 2,284,945	$ 4,569,890	$ 4,380,605
34300.300.50000	Meter Fees	$ 402,295	$ 261,613	$ 261,613	$ 523,226	$ 442,524
53600.320.34400	Meter Installations	$ (235,697)	$ (232,456)	$ (232,456)	$ (464,911)	$ (259,267)
53600.350.44000	Renewal & Replacement (5% Revenues)	$ (1,776,681)	$ (333,332)	$ (333,332)	$ (666,664)	$ (1,954,349)
	Total Other Sources (Uses)	**$ 2,372,284**	**$ 1,980,771**	**$ 1,980,771**	**$ 3,961,542**	**$ 2,609,512**
	Net Income	**$ 3,919,951**	**$ 4,462,978**	**$ 4,457,061**	**$ 8,920,039**	**$ 6,953,674**

Bay Laurel Center
Community Development District
Renewal & Replacement Budget
Fiscal Year 2027

Description	Proposed Budget FY 2027
Revenues	
Transfer In - Operating Fund	$ 1,954,349
Transfer In - Surplus Account	$ 6,953,674
Total Revenues	$ 8,908,023
Expenditures	
WT Misc. Pump & Motor Repairs/Replacements	$ 66,550
WT Misc. Valve Repairs/Replacements	$ 46,585
SCADA System Upgrades	$ 100,000
WTP No. 1 High Service Pump No. 4 & 5 Roating Assemly Replcacement	$ 50,000
WTP No. 4 LFA Test Well	$ 4,000,000
WTP No. 4 Design	$ 2,000,000
Treatment Technique Evaluation	$ 80,000
Residential Meter Replacements	$ 139,510
GIS Program (Software, Equipment, Development)	$ 33,502
Backflow Program	$ 25,000
Utility Operations Facility	$ 10,000,000
Multismart Upgrades to Nexicon	$ 50,400
Pigging Program	$ 48,315
Lift Station No. 01 Wet Well Rehab	$ 100,000
Manhole Rehabilitation	$ 82,688
Fall Arrest Anhcors	$ 52,500
On Site Emergency Generator Repairs/Replacements	$ 60,500
WWC Misc. Pump & Motor Repairs/Replacements	$ 57,881
WWC Misc. Valve Repairs/Replacements	$ 23,153
WWT Misc. Pump & Motor Repairs/Replacements	$ 66,550
WWT Misc. Valve Repairs/Replacements	$ 39,930
South GST Painting	$ 30,000
New Truck No. 24	$ 100,000
New Truck No. 25	$ 100,000
Customer Service & Administration Building	$ 8,000,000
Operating (Server) System Upgrade - IT (Recommended Every 5 yrs.)	$ 20,000
SCADA Server Upgrades (Recommended Every 5 yrs.)	$ 12,000
SCADA Historian Server Upgrades (Recommended Every 5 yrs.)	$ 12,000
GIS Server Upgrades (Recommended Every 5 yrs.)	$ 12,000
Server Relocation	$ 60,000
IT Security Risk Audit	$ 34,729
Tablets for Paperless Conversion @ Customer Service	$ 4,500
Canon CR 190i II Check Scanner	$ 3,200
Rate Study / Misc. Charge Study	$ 40,000
Computer Replacement	$ 24,158
Laptop / Tablets	$ 19,144
Total Expenditures	$ 25,594,795
Excess Revenue / (Excess Expenditures)	$ (16,686,772)
Beginning Balance - Renew & Replacement & Surplus Funds	$ 36,665,306
Ending Balance	$ 19,978,534

Bay Laurel Center
Community Development District
Water and Wastewater Fund Budget
Fiscal Year 2027

REVENUES:

Water and Sewer Revenue
Represents the estimated annual revenues for Water, Wastewater and Reuse billing that is based upon average historical billing, projected growth and rate increases.

Conservation
Represents the estimated annual revenues for conservation revenues based upon historical billing and projected growth.

Miscellaneous Revenue
Estimated annual revenues for various miscellaneous charges billed and collected by the District.

Interest Income
The District will invest surplus operating funds with Truist Bank and funds held by Trustee for Series 2011, Water and Sewer Revenues Bonds will be invested in the First American Prime Obligation money market fund.

Administrative:

Supervisors Fees
The Florida Statues allows each supervisor to be paid per meeting, for the time devoted to District business and board meetings. The amount is based upon six meetings for the fiscal year.

FICA Taxes
Represents the Employer's share of Social Security and Medicare taxes for supervisors that are paid through District's payroll system.

Engineering
The District currently has multiple engineering firms providing various engineering related services.

Attorney

Legal Counsel:

Colen & Wagoner P.A.	
Mailing Address	77243 Bryan Dairy Road Largo, FL 33777
Telephone	(727) 545-8114
Fax	(727-545-8227

The District's legal counsel, Gerald Colen and/or Rachel Wagoner will be providing general legal services to the District, e.g., attendance and preparation for Board meetings, reviewing operating and maintenance contracts, etc.

Bay Laurel Center
Community Development District
Water and Wastewater Fund Budget
Fiscal Year 2027

Annual Audit

Grau and Associates	
Mailing Address	1001 Yamato Road, Suite 301 Boca Raton, FL 33431
Email	www.graucpa.com
Telephone	(561) 994-9299
Fax	(561) 994-5823

The District is required to annually conduct an audit of its financial records by an Independent Certified Public Accounting Firm. The District hired Grau and Company to audit the financials records.

Dissemination Agent
The District is required by the Securities and Exchange Commission to comply with the Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues. The District has contracted with Governmental Management Services – Central Florida, LLC to provide these services.

Trustee Fees
Represents Series 2022B Water and Sewer Revenue Bonds and Indigo East Series 2022A Water and Sewer Revenue Bonds, which are held with a Trustee at U.S. Bank, N.A. The amount of the Trustee fees is based on the agreement between U.S. Bank and the District.

Arbitrage
The District has contracted with LLS Tax Solutions, Inc., to annually calculate the District's Arbitrage Rebate Liability on the Series 2022B Water and Sewer Revenue Bonds and Indigo East Series 2022A Water and Sewer Revenue Bonds.

Manager
The District receives Management, Accounting and Administrative service as part of a Management Agreement with Governmental Management Services-Central Florida, LLC.

Computer Time
The District processes all of its financial activities, e.g., accounts payable, financial statements, etc. on a mainframe computer leased by Governmental Management Services-Central Florida, LLC.

Telephone
Telephone and fax machine at District Managers office.

Postage
Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding
Printing and Binding agenda packages for board meetings, printing of computerized checks, stationery, envelopes, etc.

Insurance- Liability
The District's general liability, public officials' liability and property insurance coverage.

Legal Advertising
The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges
Bank charges and any other miscellaneous expenses that are incurred during the year.

Office Supplies
Miscellaneous office supplies.

Dues, Licenses, & Subscriptions
The District is required to pay an annual fee to the Florida Department of Community Affairs. This is the only expense under this category for the District.

Bay Laurel Center
Community Development District
Water and Wastewater Fund Budget
Fiscal Year 2027

OPERATIONS

Personnel:

Salaries & Wages

The District employees are responsible for operating, maintaining and administration of the Water, Wastewater, and Reclaimed Water system. The District currently utilizes Paycom software for the recordkeeping and processing of the weekly payroll.

Other Salaries & Wages
Employees will receive incentive pay, which consist of $1,000 and/or $350.00 dependent on the license and/or certification obtained. Bonuses are available for certain years of service including (5, 10, 15 and 20 years of service). All incentive pay is processed through Payroll.

Unemployment Compensation
Cost paid to the State of Florida for unemployment compensation insurance.

Payroll Taxes
The District is required to pay matching payroll taxes such as Social Security and Medicare for each employee. The amount is based upon the estimated annual cost for Salary and Wages.

Retirement Contributions
The District approved a 457(B) retirement plan that requires employer contributions based upon the approved Retirement 457(b) Matching Contributions Procedure.

Workers Compensation
The District has Workers Compensation Insurance with to provide in accordance with statutory requirements.

Florida Insurance Alliance	
c/o CorVel Corporation	
Policy Number:	WC100122525

Health Insurance

Full time District employees are eligible for benefits on the 1st of the month following 60 days of employment. Participating employees are required to contribute a portion of their compensation towards health benefits received. The below listed providers and Policy Numbers are existing policies that went into effect as of 11/01/2025. The District's open enrollment period falls within the month of October and may be subject to change in provider and/or policy.

Provider	Policy Number	Insurance
Florida Blue	B0761 -Plan 14003	Health
Guardian	00472726	Dental and Vision
Mutual of Omaha	G00AK1Q	Life, Short and Long Term Disability
Colonial Life	E4907572	Supplemental policies: Cancer, Hospital Confinement, Accident, and Whole Life Insurance

Other Personnel Cost
Captures any expenses related to the District's payroll processor weekly administrative charge and any other miscellaneous personnel cost not specifically accounted for in other categories.

Education/Training
Cost related to classes and seminars, CEU's and certification renewals.

Uniforms
Cost related to employer provided uniforms.

Bay Laurel Center
Community Development District
Water and Wastewater Fund Budget
Fiscal Year 2027

Office Overhead:

Communications
Represents cost for phone, fax, fiber and internet services for office and plant operations.

Administrative Costs
Various administrative costs such as printing and fees associated with accepting credit card payments and other cost incurred for the day-to-day operations of the District.

Postage (Utility Billing)
Postage cost for mailing of monthly utility bills, late notices, annual Consumer Confidence Report (Water Quality Report) reporting, Cooperative Funding mailers, vender payable checks, etc.

Rentals & Leases
Leases pertaining to the copier, postage machine, inserter and ice machine.

Insurance- Property, Plant, &Equipment
The District's current insurance policies related to the utility plant are summarized below:

Policy	Insurer	Coverage Limits
Property	Florida Insurance Alliance	$105,208,090
Use & Occupancy	Florida Insurance Alliance	Included in the limit
Business Interruption	Florida Insurance Alliance	Included in the limit
Flood	Florida Insurance Alliance	Included in the limit
Pollution and Tank Liability	Illinois Union National	$2,000,000 per Occurrence / $3,000,000 Aggregate

Operating Supplies
Represents cost such as office supplies, binders, folders, paper towels, billing inserts, etc.

Information Tech./Maintenance
The District has various computer systems for day-to-day operations of utility billing, financial statement reporting and treatment plants.

Plant and Field Operations:

Office Rental
The District is currently leasing 10,367 square feet of office space, located at 5575 SW 67th Avenue Road, Ocala, FL 34474. The District is subleasing approximate 808 square feet of office space to Leland Management.

Vehicle Repairs
Represents the ongoing maintenance for tires, oil changes, tune-ups, etc.

Plant and Mechanical Repair
Represents estimated cost of supplies and labor for repairs to the Treatment Plants. The amount is based upon historical cost.

Fuel Expense
The District purchases its fuel on an as needed basis. This represents the estimated cost for fuel is to operate generators, vehicles and equipment. The amount is based upon historical averages, growth of the District and potential increases in fuel prices.

Repairs- Distribution/Collection
Represents estimated cost of repairs for distribution and collection system components.

Electricity
The District has numerous utility accounts with Duke Energy and Sumter Electric Cooperative for the operations of the Utility System. The amount is based upon historical average cost for each account and contingency to account for fluctuations in usage, growth and potential rate increases by utility providers.

Generators Service Agreement
Represents the cost for annual maintenance for numerous backup generators and portable generators for Treatment Facilities and Wastewater Lift Stations.

Bay Laurel Center
Community Development District
Water and Wastewater Fund Budget
Fiscal Year 2027

Mowing/Grounds Maintenance
Cost related to mowing and grounds maintenance of District property.

Chemicals and Supplies
Represents the estimated cost for various chemicals utilized in the production of potable water and treatment of wastewater. The estimated amount is based upon historical cost, projected growth of the District and potential price increases from suppliers.

Laboratory and Testing
The District utilizes various companies to provide testing of water, wastewater and calibration of testing equipment.

Sludge Hauling
The District uses a vendor for biosolids disposal services for the District's Water Reclamation Facility.

Refuse
Estimated costs for refuse services to empty one 4-yard dumpster once per week at Water Treatment Plant No. 1 and the Administration office. In addition we have two 4-yard dumpsters that are emptied twice per week at the North Water Reclamation Facility.

Non-recurring expense/Contingency
Unanticipated non-recurring or other cost not budgeted in other expense categories.

Misc., Sm. Tools & Equipment
District staff will be purchasing miscellaneous products, services, small tools and equipment throughout the fiscal year in order to properly maintain the utility system.

Safety
Purchase of any safety equipment designed to protect our employees within their normal job classifications. Examples of equipment include but not limited to cones, barricades, eyeglasses and/or hearing protection, vehicle modifications to include strobe lights, hard hats and reflective gear, eye wash stations, chemical spill pillows, fire extinguishers, fall protection, and lockout/tag out.

Dues, License, & Subs.
Estimated cost for the renewal of the FDEP Annual Operating License for Public Water Systems, Southwest Florida Water Management District Water Use Permit Renewal, FDEP Annual Fuel Storage Tank Registration, FDEP Domestic Wastewater Facility Permit renewal, et

DEBT SERVICE

Interest-3/1
Semi-annual interest payment due for District's Series 2022B, Water and Sewer Revenue Bonds in accordance with attached amortization schedule.

Interest-9/1
Semi-annual interest payment due for District's Series 2022B, Water and Sewer Revenue Bonds in accordance with attached amortization schedule.

Interest-3/1
Semi-annual interest payment due for the Indigo East Series 2022A, Water and Sewer Revenue Bonds in accordance with attached amortization schedule.

Interest-9/1
Semi-annual interest payment due for the Indigo East Series 2022A, Water and Sewer Revenue Bonds in accordance with attached amortization schedule.

Principal- 9/1
Annual principal payment due for the Indigo East Series 2022A, Water and Sewer Revenue Bonds in accordance with attached amortization schedule.

Bay Laurel Center
Community Development District
Water and Wastewater Fund Budget
Fiscal Year 2027

OTHER SOURCES/(USES)

AFPI Charges
AFPI Charges (Allowance for Funds Prudently Invested) are collected for each new meter installed to fund the day-to-day operating cost of the utility. The charges are in accordance with utility rates adopted by the District.

Meter Installations
The District collects fees to cover the cost of each meter installation in addition to the operating cost of the District. These fees are in accordance with Adopted Rate Schedule (ARS).

Renewal & Replacement (5% Revenues)
The District remits monthly payments to Trustee for deposit into the Renewal and Replacement Account of the Series 2011, Water and Sewer Revenue Bonds in accordance with the Trust Indenture. The amount is based upon 5% of the annual budgeted operating revenues.

Bay Laurel Center
Community Development District
Water and Sewer Revenue Bonds, Series 2022B

Period Ending	Principal	Annual Principal	Interest Rate	Interest	Annual Debt
9/1/23	$124,900,000	$0	3.76%	$3,404,887	$3,404,887
3/1/24				$3,404,887	
9/1/24	$124,900,000	$0	3.76%	$3,404,887	$6,809,773
3/1/25				$3,404,887	
9/1/25	$124,900,000	$1,000,000	3.76%	$3,404,887	$7,809,773
3/1/26				$3,385,907	
9/1/26	$123,900,000	$1,500,000	4.00%	$3,385,907	$8,271,813
3/1/27				$3,355,884	
9/1/27	$122,400,000	$1,880,000	4.10%	$3,355,884	$8,591,768
3/1/28				$3,275,316	
9/1/28	$120,520,000	$1,960,000	4.23%	$3,275,316	$8,510,632
3/1/29				$3,275,402	
9/1/29	$118,560,000	$2,040,000	4.38%	$3,275,402	$8,590,804
3/1/30				$3,230,756	
9/1/30	$116,520,000	$2,135,000	4.55%	$3,230,756	$8,596,512
3/1/31				$3,182,217	
9/1/31	$114,385,000	$2,230,000	4.65%	$3,182,217	$8,594,433
3/1/32				$3,130,403	
9/1/32	$112,155,000	$2,330,000	4.75%	$3,130,403	$8,590,805
2/1/33				$3,075,100	
9/1/33	$109,825,000	$2,455,000	5.60%	$3,075,100	$8,605,200
3/1/34				$3,006,360	
9/1/34	$107,370,000	$2,595,000	5.60%	$3,006,360	$8,607,720
3/1/35				$2,933,700	
9/1/35	$104,775,000	$2,740,000	5.60%	$2,933,700	$8,607,400
3/1/36				$2,856,980	
9/1/36	$102,035,000	$2,890,000	5.60%	$2,856,980	$8,603,960
3/1/37				$2,776,060	
9/1/37	$99,145,000	$3,055,000	5.60%	$2,776,060	$8,607,120
3/1/38				$2,690,520	
9/1/38	$96,090,000	$3,225,000	5.60%	$2,690,520	$8,606,040
3/1/39				$2,600,220	
9/1/39	$92,865,000	$3,405,000	5.60%	$2,600,220	$8,605,440
3/1/40				$2,504,880	

Bay Laurel Center
Community Development District
Water and Sewer Revenue Bonds, Series 2022B

Period Ending	Principal	Annual Principal	Interest Rate	Interest	Annual Debt
9/1/40	$89,460,000	$3,595,000	5.60%	$2,504,880	$8,604,760
3/1/41				$2,404,220	
9/1/41	$85,865,000	$3,795,000	5.60%	$2,404,220	$8,603,440
3/1/42				$2,297,960	
9/1/42	$82,070,000	$6,345,000	5.60%	$2,297,960	$10,940,920
3/1/43				$2,120,300	
9/1/43	$75,725,000	$6,700,000	5.60%	$2,120,300	$10,940,600
3/1/44				$1,932,700	
9/1/44	$69,025,000	$7,075,000	5.60%	$1,932,700	$10,940,400
3/1/45				$1,734,600	
9/1/45	$61,950,000	$7,470,000	5.60%	$1,734,600	$10,939,200
3/1/46				$1,525,440	
9/1/46	$54,480,000	$7,890,000	5.60%	$1,525,440	$10,940,880
3/1/47				$1,304,520	
9/1/47	$46,590,000	$8,330,000	5.60%	$1,304,520	$10,939,040
3/1/48				$1,071,280	
9/1/48	$38,260,000	$8,800,000	5.60%	$1,071,280	$10,942,560
3/1/49				$824,880	
9/1/49	$29,460,000	$9,290,000	5.60%	$824,880	$10,939,760
3/1/50				$564,760	
9/1/50	$20,170,000	$9,810,000	5.60%	$564,760	$10,939,520
3/1/51				$290,080	
9/1/51	$10,360,000	$10,360,000	5.60%	$290,080	$10,940,160
Total		**$124,900,000**		**$139,725,320**	**$264,625,320**

Bay Laurel Center
Community Development District
Indigo East Water and Sewer Revenue Bonds, Series 2022A

Period Ending	Principal	Annual Principal	Interest Rate	Interest	Annual Debt
9/1/23	$27,575,000	$1,380,000	5.00%	$650,025	$2,030,025
3/1/24				$615,525	
9/1/24	$26,195,000	$940,000	5.00%	$615,525	$2,171,050
3/1/25				$592,025	
9/1/25	$25,255,000	$980,000	5.00%	$592,025	$2,164,050
3/1/26				$567,525	
9/1/26	$24,275,000	$1,030,000	5.00%	$567,525	$2,165,050
3/1/27				$541,775	
9/1/27	$23,245,000	$1,080,000	5.00%	$541,775	$2,163,550
3/1/28				$541,775	
9/1/28	$22,165,000	$1,135,000	5.00%	$541,775	$2,218,550
3/1/29				$486,400	
9/1/29	$21,030,000	$1,195,000	5.00%	$486,400	$2,167,800
3/1/30				$456,525	
9/1/30	$19,835,000	$1,250,000	5.00%	$456,525	$2,163,050
3/1/31				$425,275	
9/1/31	$18,585,000	$1,315,000	5.00%	$425,275	$2,165,550
3/1/32				$392,400	
9/1/32	$17,270,000	$1,385,000	5.00%	$392,400	$2,169,800
2/1/33				$357,775	
9/1/33	$15,885,000	$1,450,000	5.00%	$357,775	$2,165,550
3/1/34				$321,525	
9/1/34	$14,435,000	$1,520,000	5.00%	$321,525	$2,163,050
3/1/35				$283,525	
9/1/35	$12,915,000	$1,600,000	5.00%	$283,525	$2,167,050
3/1/36				$243,525	
9/1/36	$11,315,000	$1,680,000	5.00%	$243,525	$2,167,050
3/1/37				$201,525	
9/1/37	$9,635,000	$1,765,000	5.00%	$201,525	$2,168,050
3/1/38				$157,400	
9/1/38	$7,870,000	$1,855,000	4.00%	$157,400	$2,169,800
3/1/39				$120,300	
9/1/39	$6,015,000	$1,925,000	4.00%	$120,300	$2,165,600
3/1/40				$81,800	
9/1/40	$4,090,000	$2,005,000	4.00%	$81,800	$2,168,600
3/1/41				$41,700	
9/1/41	$2,085,000	$2,085,000	4.00%	$41,700	$2,168,400
Total		**$27,575,000**		**$13,506,625**	**$41,081,625**

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23528 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.1.7.

SUBJECT:
Present Aurora Oaks Community Development District Proposed Fiscal Year Budget 2027

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
Pursuant to Section 190.008(2)(b) of the Florida Statutes, please find attached the Proposed Fiscal Year 2027 Operations Budget for the Aurora Oaks Community Development District, as prepared by District Management.

A Public Hearing on the proposed budget has been approved by the District's Board and is scheduled for August 13, 2026.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Aurora Oaks
Community Development District

FISCAL YEAR 2027

Proposed Budget

11-Jun-26

CLEAR PARTNERSHIPS



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Aurora Oaks

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$0.00	$58.00	$0.00	$58.00	0%	$0.00
Special Assmnts- Tax Collector	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Special Assmnts- CDD Collected	$610,962.00	$281,271.00	$329,691.00	$610,962.00	0%	$610,962.00
TOTAL REVENUES	**$610,962.00**	**$281,329.00**	**$329,691.00**	**$611,020.00**	**0%**	**$610,962.00**
EXPENDITURES						
Financial and Administrative						
Supervisor Fees	$9,600.00	$0.00	$9,600.00	$9,600.00	0%	$9,600.00
District Management	$25,000.00	$14,584.00	$10,416.00	$25,000.00	0%	$25,000.00
ProfServ-Field Management	$14,257.00	$7,128.00	$7,129.00	$14,257.00	0%	$14,257.00
Financial & Revenue Collections	$3,500.00	$3,230.00	$270.00	$3,500.00	0%	$3,500.00
Accounting Services	$17,500.00	$10,208.00	$7,292.00	$17,500.00	0%	$17,500.00
ProfServ-Dissemination Agent	$2,500.00	$2,917.00	$0.00	$2,917.00	17%	$2,500.00
Website Administration	$1,500.00	$4,000.00	$0.00	$4,000.00	167%	$1,500.00
District Engineer	$12,500.00	$0.00	$12,500.00	$12,500.00	0%	$12,500.00
District Counsel	$12,500.00	$1,685.00	$10,815.00	$12,500.00	0%	$12,500.00
ProfServ-Trustee Fees	$4,000.00	$4,256.00	$0.00	$4,256.00	6%	$4,000.00
Auditing Services	$5,200.00	$8,000.00	$0.00	$8,000.00	54%	$5,200.00
Postage, Phone, Faxes, Copies	$150.00	$18.00	$132.00	$150.00	0%	$150.00
Legal Advertising	$1,500.00	$165.00	$1,335.00	$1,500.00	0%	$1,500.00
Bank Fees	$200.00	$621.00	$0.00	$621.00	211%	$500.00
Dues, Licenses, Subscriptions	$175.00	$175.00	$0.00	$175.00	0%	$175.00
Clubhouse Office Supplies	$100.00	$0.00	$100.00	$100.00	0%	$100.00
Website Compliance	$1,800.00	$0.00	$1,800.00	$1,800.00	0%	$3,600.00
Disclosure Report	$3,500.00	$0.00	$3,500.00	$3,500.00	0%	$3,500.00
Administrative Services	$250.00	$0.00	$250.00	$250.00	0%	$250.00
Assessment Roll	$5,000.00	$2,917.00	$2,083.00	$5,000.00	0%	$5,000.00
Disclosure Report	$0.00	$3,500.00	$0.00	$3,500.00	0%	$0.00
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Total Financial and Administrative	**$120,732.00**	**$63,404.00**	**$67,222.00**	**$130,626.00**	**8%**	**$122,832.00**
Insurance						
Insurance - General Liability	$4,075.00	$2,915.00	$1,160.00	$4,075.00	0%	$4,075.00
Public Officials Insurance	$2,475.00	$2,385.00	$90.00	$2,475.00	0%	$2,475.00
Insurance -Property & Casualty	$28,215.00	$0.00	$28,215.00	$28,215.00	0%	$28,215.00
Total Insurance	**$34,765.00**	**$5,300.00**	**$29,465.00**	**$34,765.00**	**0%**	**$34,765.00**

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
Utility Services						
Utility - Electric	$18,810.00	$1,296.00	$17,514.00	$18,810.00	0%	$18,810.00
Street Lights	$94,050.00	$16,200.00	$77,850.00	$94,050.00	0%	$94,050.00
Internet Services	$1,129.00	$0.00	$1,129.00	$1,129.00	0%	$1,129.00
Utility - Water & Sewer	$12,540.00	$0.00	$12,540.00	$12,540.00	0%	$12,540.00
Total Utility Services	**$126,529.00**	**$17,496.00**	**$109,033.00**	**$126,529.00**	**0%**	**$126,529.00**
Amenity						
Contracts-Janitorial Services	$9,405.00	$0.00	$9,405.00	$9,405.00	0%	$9,405.00
Janitorial Supplies	$891.00	$0.00	$891.00	$891.00	0%	$891.00
Garbage Dumpster Expense	$6,270.00	$0.00	$6,270.00	$6,270.00	0%	$6,270.00
R&M - Amenity Center	$12,540.00	$0.00	$12,540.00	$12,540.00	0%	$12,540.00
Access Control	$2,376.00	$0.00	$2,376.00	$2,376.00	0%	$2,376.00
Dog Waste Station Service & Supplies	$1,782.00	$0.00	$1,782.00	$1,782.00	0%	$1,782.00
Reserves - Boundary Walls/Fences/Monuments	$6,270.00	$0.00	$6,270.00	$6,270.00	0%	$6,270.00
Pavement & Signage Repairs	$7,524.00	$0.00	$7,524.00	$7,524.00	0%	$7,524.00
Contracts-Pools	$14,257.00	$0.00	$14,257.00	$14,257.00	0%	$14,257.00
Pool Maintenance-Additional Cleaning	$2,970.00	$0.00	$2,970.00	$2,970.00	0%	$2,970.00
Special Events	$594.00	$0.00	$594.00	$594.00	0%	$594.00
Holiday Decoration	$2,970.00	$0.00	$2,970.00	$2,970.00	0%	$2,970.00
Pool Permits	$416.00	$0.00	$416.00	$416.00	0%	$416.00
Facility A/C & Heating Maintenance & Repair	$1,188.00	$0.00	$1,188.00	$1,188.00	0%	$1,188.00
Playground Equipment and Maintenance	$2,508.00	$0.00	$2,508.00	$2,508.00	0%	$2,508.00
Total Amenity	**$71,961.00**	**$0.00**	**$71,961.00**	**$71,961.00**	**0%**	**$71,961.00**
Landscape and Pond Maintenace						
Contractual Landscaping Maint.	$172,425.00	$37,400.00	$135,025.00	$172,425.00	0%	$172,425.00
R&M Landscape	$6,270.00	$9,600.00	$0.00	$9,600.00	53%	$6,270.00
Landscape - Mulch	$12,445.00	$0.00	$12,445.00	$12,445.00	0%	$12,445.00
Landscape - Annuals	$15,675.00	$0.00	$15,675.00	$15,675.00	0%	$15,675.00
Plant Replacement Program	$18,810.00	$0.00	$18,810.00	$18,810.00	0%	$16,710.00
Irrigation Maintenance	$9,405.00	$0.00	$9,405.00	$9,405.00	0%	$9,405.00
Contracts-Aquatic Control	$21,945.00	$0.00	$21,945.00	$21,945.00	0%	$21,945.00
Total Landscape and Pond Maintenance	**$256,975.00**	**$47,000.00**	**$213,305.00**	**$260,305.00**	**1%**	**$254,875.00**
TOTAL EXPENDITURES	**$610,962.00**	**$133,200.00**	**$490,986.00**	**$624,186.00**	**2%**	**$610,962.00**
Excess (deficiency) of revenues	$0.00	$148,129.00	-$161,295.00	-$13,166.00	0%	$0.00
Net change in fund balance	$0.00	$148,129.00	-$161,295.00	-$13,166.00	0%	$0.00
FUND BALANCE, BEGINNING	$14,483.00	$14,483.00	$0.00	$14,483.00	0%	$1,317.00
FUND BALANCE, ENDING	**$14,483.00**	**$162,612.00**	**-$161,295.00**	**$1,317.00**	-91%	**$1,317.00**

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

District Management

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Field Management

The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Financial/Revenue Collections

Service includes all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services

Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

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Dissemination Agent/Reporting
The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Website Administration Services

The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

District Engineer
The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel
The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2024 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Miscellaneous-Assessment Collection Costs

The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Bank Fees

This represents the cost of bank charges and other related expenses that are incurred during the year.

Dues, Licenses and Subscriptions

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Onsite Office Supplies

This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Website Compliance

Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Disclosure Report
On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Administrative Services
All other administrative costs not otherwise specified above.

Insurance

Insurance-General Liability
The District's General Liability & Public Officials Liability Insurance policy. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance
The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Property & Casualty Insurance
The District will incur fees to insure items owned by the district for its property needs.

Utility Services

Electric Utility Services
Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Streetlights
Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Internet Services
Internet service for clubhouse and other amenity locations.

Water/Waste
The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Amenity

Janitorial – Contract
Cost of janitorial labor for CDD Facilities.

Janitorial Supplies/Other
Cost of janitorial supplies for CDD Facilities.

Garbage Dumpster – Rental and Collection
Cost of dumpster rental and trash collection at CDD facilities.

Amenity R&M
Cost of repairs and regular maintenance of CDD amenities.

Budget Narrative
Fiscal Year 2027

Amenity (Continued)

Access Control R&M
Cost of repairs and maintenance to electronic locks, gates, and other security fixtures.

Key Card Distribution
Cost of providing keycards to residents to access CDD Facilities.

R&M-Amenity Center
Cost of upkeep and repairs to all parks and recreation facilities in the CDD

Dog Waste Station Service & Supplies
Cost of cleaning and resupplying dog waste stations.

Entrance Monuments, Gates, Walls R&M
Cost of repairs and regular maintenance for entryways, walls, and gates.

Pool and Spa Permits
Cost of permits required for CDD pool and spa operation as required by law.

Pool Maintenace – Contract
Cost of Maintenance for CDD pool facilities.

Pool Maintenance – Additional Cleaning
Cost of chemical pool treatments and additional cleanings.

Special Events
Cost of holiday celebrations and events hosted on CDD property.

Holiday Decorations
Cost of decorations for major holidays (i.e., Christmas)

Miscellaneous Amenity
Amenity Expenses not otherwise specified.

Landscape and Pond Maintenance

Landscape Maintenance - Contract
Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Landscaping - R&M
Cost of repairs and regular maintenance to landscaping equipment.

Landscaping – Plant Replacement Program
Cost of replacing dead or damaged plants throughout the district.

Irrigation Maintenance
Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Aquatics – Contract
Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Aurora Oaks

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2024 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$0.00	$5,387.00	$0.00	$5,387.00	0%	$0.00
Special Assmnts- Tax Collector	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Special Assmnts- CDD Collected	$0.00	$390,183.00	$0.00	$390,183.00	0%	$269,535.63
TOTAL REVENUES	**$0.00**	**$395,570.00**	**$0.00**	**$395,570.00**	**0%**	**$269,535.63**
EXPENDITURES						
Administrative						
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Total Administrative	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$0.00**
Debt Service						
Principal Debt Retirement	$0.00	$0.00	$0.00	$0.00	0%	$60,000.00
Interest Expense	$0.00	$105,887.00	$0.00	$105,887.00	0%	$209,326.26
Total Debt Service	**$0.00**	**$105,887.00**	**$0.00**	**$105,887.00**	**0%**	**$269,326.26**
TOTAL EXPENDITURES	**$0.00**	**$105,887.00**	**$0.00**	**$105,887.00**		**$269,326.26**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$289,683.00	$0.00	$289,683.00	0%	$209.37
Net change in fund balance	$0.00	$289,683.00	$0.00	$289,683.00	0%	$209.37
FUND BALANCE, BEGINNING	$7,037.00	$7,037.00	$0.00	$7,037.00	0%	$296,720.00
FUND BALANCE, ENDING	**$7,037.00**	**$296,720.00**	**$0.00**	**$296,720.00**	4117%	**$296,929.37**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT			
	11/1/2025	11/1/2026	11/1/2027
Series 2024 Bonds	$3,910,000.00	$3,855,000.00	$3,795,000.00

Special Assessment Revenue Bonds, Series 2024

Debt Service Dat	Principal Due	Interest Due	Total Payment	Ending Balance
11/1/2025	$0.00	$105,886.88	$105,886.88	$3,910,000.00
5/1/2026	$55,000.00	$105,886.88	$160,886.88	$3,855,000.00
11/1/2026	$0.00	$104,663.13	$104,663.13	$3,855,000.00
5/1/2027	$60,000.00	$104,663.13	$164,663.13	$3,795,000.00
11/1/2027	$0.00	$103,328.13	$103,328.13	$3,795,000.00
5/1/2028	$60,000.00	$103,328.13	$163,328.13	$3,735,000.00
11/1/2028	$0.00	$101,993.13	$101,993.13	$3,735,000.00
5/1/2029	$65,000.00	$101,993.13	$166,993.13	$3,670,000.00
11/1/2029	$0.00	$100,546.88	$100,546.88	$3,670,000.00
5/1/2030	$70,000.00	$100,546.88	$170,546.88	$3,600,000.00
11/1/2030	$0.00	$98,989.38	$98,989.38	$3,600,000.00
5/1/2031	$70,000.00	$98,989.38	$168,989.38	$3,530,000.00
11/1/2031	$0.00	$97,431.88	$97,431.88	$3,530,000.00
5/1/2032	$75,000.00	$97,431.88	$172,431.88	$3,455,000.00
11/1/2032	$0.00	$95,425.63	$95,425.63	$3,455,000.00
5/1/2033	$80,000.00	$95,425.63	$175,425.63	$3,375,000.00
11/1/2033	$0.00	$93,285.63	$93,285.63	$3,375,000.00
5/1/2034	$80,000.00	$93,285.63	$173,285.63	$3,295,000.00
11/1/2034	$0.00	$91,145.63	$91,145.63	$3,295,000.00
5/1/2035	$85,000.00	$91,145.63	$176,145.63	$3,210,000.00
11/1/2035	$0.00	$88,871.88	$88,871.88	$3,210,000.00
5/1/2036	$90,000.00	$88,871.88	$178,871.88	$3,120,000.00
11/1/2036	$0.00	$86,464.38	$86,464.38	$3,120,000.00
5/1/2037	$95,000.00	$86,464.38	$181,464.38	$3,025,000.00
11/1/2037	$0.00	$83,923.13	$83,923.13	$3,025,000.00
5/1/2038	$100,000.00	$83,923.13	$183,923.13	$2,925,000.00
11/1/2038	$0.00	$81,248.13	$81,248.13	$2,925,000.00
5/1/2039	$105,000.00	$81,248.13	$186,248.13	$2,820,000.00
11/1/2039	$0.00	$78,439.38	$78,439.38	$2,820,000.00
5/1/2040	$115,000.00	$78,439.38	$193,439.38	$2,705,000.00
11/1/2040	$0.00	$75,363.13	$75,363.13	$2,705,000.00
5/1/2041	$120,000.00	$75,363.13	$195,363.13	$2,585,000.00
11/1/2041	$0.00	$72,153.13	$72,153.13	$2,585,000.00
5/1/2042	$125,000.00	$72,153.13	$197,153.13	$2,460,000.00
11/1/2042	$0.00	$68,809.38	$68,809.38	$2,460,000.00
5/1/2043	$135,000.00	$68,809.38	$203,809.38	$2,325,000.00
11/1/2043	$0.00	$65,198.13	$65,198.13	$2,325,000.00
5/1/2044	$140,000.00	$65,198.13	$205,198.13	$2,185,000.00
11/1/2044	$0.00	$61,453.13	$61,453.13	$2,185,000.00
5/1/2045	$150,000.00	$61,453.13	$211,453.13	$2,035,000.00
11/1/2045	$0.00	$57,234.38	$57,234.38	$2,035,000.00
5/1/2046	$155,000.00	$57,234.38	$212,234.38	$1,880,000.00
11/1/2046	$0.00	$52,875.00	$52,875.00	$1,880,000.00
5/1/2047	$165,000.00	$52,875.00	$217,875.00	$1,715,000.00
11/1/2047	$0.00	$48,234.38	$48,234.38	$1,715,000.00
5/1/2048	$175,000.00	$48,234.38	$223,234.38	$1,540,000.00
11/1/2048	$0.00	$43,312.50	$43,312.50	$1,540,000.00
5/1/2049	$185,000.00	$43,312.50	$228,312.50	$1,355,000.00
11/1/2049	$0.00	$38,109.38	$38,109.38	$1,355,000.00
5/1/2050	$195,000.00	$38,109.38	$233,109.38	$1,160,000.00
11/1/2050	$0.00	$32,625.00	$32,625.00	$1,160,000.00
5/1/2051	$205,000.00	$32,625.00	$237,625.00	$955,000.00
11/1/2051	$0.00	$26,859.38	$26,859.38	$955,000.00
5/1/2052	$220,000.00	$26,859.38	$246,859.38	$735,000.00
11/1/2052	$0.00	$20,671.88	$20,671.88	$735,000.00
5/1/2053	$230,000.00	$20,671.88	$250,671.88	$505,000.00
11/1/2053	$0.00	$14,203.13	$14,203.13	$505,000.00
5/1/2054	$245,000.00	$14,203.13	$259,203.13	$260,000.00
11/1/2054	$0.00	$7,312.50	$7,312.50	$260,000.00
5/1/2055	$260,000.00	$7,312.50	$267,312.50	$0.00
TOTAL:	$3,910,000.00	$4,192,115.26	$8,102,115.26	

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Debt Service

Principal Debt Retirement
The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense
The District Pays interest Expenses on the debt twice a year.

Aurora Oaks

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs. Fiscal Year 2026

ASSESSMENT ALLOCATION

Assessment Area One

		General Fund			2024 Bonds			Total Assessments per Unit				Units
Product	Units	FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change	Percent Change	
Townhome	197	$1,001.74	$1,001.74	$0.00	$957.39	$0.00	$957.39	$1,959.14	$1,001.74	$957.39	95.57%	197
SF 40'	46	$1,138.34	$1,138.34	$0.00	$1,063.78	$0.00	$1,063.78	$2,202.12	$1,138.34	$1,063.78	93.45%	46
SF 50'	37	$1,422.93	$1,422.93	$0.00	$1,329.72	$0.00	$1,329.72	$2,752.65	$1,422.93	$1,329.72	93.45%	37
	280											**280**

ASSESSMENT ALLOCATION

Assessment Area Two

		General Fund				Total Assessments per Unit				Units
Product	Units	FY 2027	FY 2026	Dollar Change		FY 2027	FY 2026	Dollar Change	Percent Change	
Townhome	347	$1,001.74	$1,001.74	$0.00		$1,001.74	$1,001.74	$0.00	0%	347
SF 40'	0	$1,138.34	$1,138.34	$0.00		$1,138.34	$1,138.34	$0.00	0%	0
SF 50'	0	$1,422.93	$1,422.93	$0.00		$1,422.93	$1,422.93	$0.00	0%	0
	347									**347**

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23529 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.1.8.

SUBJECT:
Present Resolution Approving the District's Proposed Budget of the Village Community Development No. 4 for Fiscal Year 2026-27

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
This item provides the proposed Fiscal Year 2026-27 budget for the Village Community Development District No. 4 in accordance with Chapter 190 Florida Statutes. The budget is submitted to the Board for informational purposes only prior to the District's required public hearing and formal budget adoption.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

RESOLUTION 2026-04

A RESOLUTION APPROVING THE DISTRICT'S PROPOSED BUDGET OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 4 FOR FISCAL YEAR 2026-27 IN ACCORDANCE WITH CHAPTER 190 F.S. AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors, the District's proposed operating budget and debt service budget for the forthcoming Fiscal Year 2026-27; and

WHEREAS, the Board of Supervisors has reviewed and discussed the budget during a public budget workshop held on May 13, 2026; and

WHEREAS, the Board of Supervisors has accepted said Proposed Budget and desires to set the required public hearing hereon;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 4;

1. The operating budget proposed by the District Manager for Fiscal Year 2026-27; is hereby approved for the amount as listed below along with the proposed maintenance assessment rates based on the attached schedules:

General Fund	**$**	**5,248,420**

2. The budgets for the Debt Service Funds proposed by the District Manager for Fiscal Year 2026-27; are hereby approved for the amounts as listed below:

2021 – Debt Service Fund	**$**	**296,261**
2022 – Debt Service Fund	**$**	**307,076**
2016 – Debt Service Fund	**$**	**312,857**

3. A public hearing on said approved Budget is hereby declared and set for the following date, hour and place:

Date:	September 11, 2026
Time:	1:30 p.m.
Place:	Savannah Recreation Center Ashley Wilkes Room 1545 Buena Vista Boulevard The Villages, Florida 32162

Adopted this 12th day of June, 2026.

VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 4

Cliff Wiener, Chair

Kenneth C. Blocker, Secretary

FISCAL YEAR 2026-27 BUDGET REPORT
FUND: 04.001 GENERAL FUND

ACCOUNT DESCRIPTION	2024-25 ACTIVITY	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	2025-26 ACTIVITY THRU 03/31/26	2026-27 PROPOSED BUDGET
Fund 04.001 - GENERAL FUND					
ESTIMATED REVENUES					
325.116 DS ASSESSMNT PHIII	29,640	35,000	35,000	21,464	20,935
325.211 MAINTENANCE ASSESSMENT	3,917,798	4,020,691	4,020,691	3,851,758	5,025,864
337.402 MARION COUNTY HWY 42 AGREEMENT	76,361	83,115	83,115	41,558	84,113
337.403 PHILLIPS COURT AGREEMENT	1,273	1,449	1,449	336	1,492
341.905 PROPERTY DAMAGE REIMBURSEMENTS	1,050	0	0	0	0
341.908 ELECTRIC REIMBURSEMENT	831	1,500	1,500	691	1,500
341.999 MISCELLANEOUS REVENUE	4,001	300	300	9	300
361.101 INT INCOME - CFB	9,391	6,000	6,000	4,671	2,400
361.102 INT INCOME - CASH EQUIV	76,245	78,000	78,000	24,820	40,300
361.105 INTEREST INCOME-TAX COLLECTOR	12,499	18,000	18,000	12,604	18,000
361.306 FLGIT-UNREALIZED GAIN/LOSS	44,350	0	0	14,558	0
361.307 LTP UNREALIZED GAIN/LOSS	39,463	0	0	(17,955)	0
361.309 FLFIT-UNREALIZED GAIN/LOSS	(1,335)	0	0	(1,507)	0
361.407 LTP REALIZED GAIN/LOSS	16,071	35,000	35,000	19,129	12,500
361.409 FLFIT-REALIZED GAIN/LOSS	23,491	21,000	21,000	10,570	15,900
669.901 (ADD)/USE-WORKING CAPITAL	0	(196,957)	14,705	0	(1,028,329)
669.903 (ADD)/USE-GENERAL R&R	0	(34,563)	143,869	0	528,295
669.904 (ADD)/USE-ROADS R&R	0	1,109,677	1,109,677	0	525,150
TOTAL ESTIMATED REVENUES	**4,251,129**	**5,178,212**	**5,568,306**	**3,982,706**	**5,248,420**
APPROPRIATIONS					
111 EXECUTIVE SALARIES	12,800	15,000	15,000	6,000	15,000
211 SOCIAL SECURITY TAXES	794	930	930	372	930
212 MEDICARE TAXES	186	218	218	87	218
241 WORKER'S COMPENSATION	19	25	25	25	25
311 MANAGEMENT FEES	262,772	246,851	246,851	123,431	248,495
312 ENGINEERING SERVICES	44,030	36,841	36,841	9,060	40,275
313 LEGAL SERVICES	20,289	25,000	25,000	7,464	25,000
314 TAX COLLECTOR FEES	78,810	84,244	84,244	77,413	105,143
316 DEED COMPLIANCE SVCS	11,673	5,408	5,408	3,026	11,704
319 OTHER PROFESSIONAL SVCS	42,782	50,718	53,593	19,120	34,910
322 AUDITING SERVICES	9,965	9,933	9,933	7,875	10,605
343 SYSTEMS MGMT SUPPORT	4,807	5,126	5,126	1,953	3,115
401 TRAVEL & PER DIEM	405	1,100	1,100	268	600
412 POSTAGE	3,517	100	100	0	0
431 ELECTRICITY	519,513	582,284	582,284	275,741	595,000
434 IRRIGATION WATER	48,696	49,200	49,200	21,855	51,268
451 CASUALTY & LIABILITY INSUR	5,723	6,000	6,000	5,723	5,723
462 BUILDING/STRUCTURE MAINT	513,442	542,572	576,562	254,647	612,728
463 LANDSCAPE MAINT-RECURRING	1,116,884	1,121,653	1,121,653	434,813	1,121,653
464 LANDSCAPE MAINT-NON RECURRING	126,237	105,000	105,000	77,255	110,000
468 IRRIGATION REPAIR	31,810	32,000	32,000	18,195	35,988
469 OTHER MAINTENANCE	382,468	166,005	340,802	51,467	161,394
471 PRINTING & BINDING	1,013	100	100	55	100
493 PERMITS & LICENSES	175	175	175	0	175
494 OVERAGE & SHORTAGE	0	0	1	0	0
496 CR 42 EXPENSES	113,972	124,052	124,052	41,024	114,479
497 LEGAL ADVERTISING	3,472	2,000	2,000	400	2,000
522 OPERATING SUPPLIES	0	1,000	999	0	500
622 BUILDINGS	109,440	0	178,432	178,000	166,000
633 INFRASTRUCTURE	685,158	1,109,677	1,109,677	0	617,204
642 CAPITAL FF&E	0	0	0	0	290,739
911 TRANS TO GENERAL R&R	50,000	75,000	75,000	37,500	500,000
912 TRANS TO OTHER ROADS	800,000	780,000	780,000	390,000	300,000
917 TRANS TO DEBT SERVICE	0	0	0	0	67,449
TOTAL APPROPRIATIONS	**5,000,852**	**5,178,212**	**5,568,306**	**2,042,769**	**5,248,420**

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 4
ANNUAL MAINTENANCE ASSESSMENT

Maintenance Assessments Billed				FY2025-26	25.00%	Average	Amt
				3%	Per Unit	184.97	984,231
Unit	Village Name	Acres	# of Lots	$ 4,188,220	$ 5,235,275	$ Change	% Change
Phase #1							
44	Piedmont	74.89	350	$ 838.23	$ 1,047.79	209.56	25%
46	Piedmont	30.32	139	854.52	1,068.15	213.63	25%
47	Springdale	53.12	206	1,010.18	1,262.73	252.55	25%
48	Springdale	32.98	155	833.54	1,041.93	208.39	25%
49	Woodbury	27.00	114	927.83	1,159.79	231.96	25%
50	Woodbury	28.20	133	830.63	1,038.29	207.66	25%
51	Woodbury	39.38	187	824.98	1,031.22	206.24	25%
52	Woodbury	51.60	256	789.62	987.03	197.41	25%
53	Springdale	43.76	111	1,544.41	1,930.52	386.11	25%
54	Briar Meadow	64.05	270	929.32	1,161.65	232.33	25%
55	Briar Meadow	22.66	90	986.34	1,232.92	246.58	25%
55G	55 Tract G	0.24	1	940.20	1,175.25	235.05	25%
55H	55 Tract H	0.11	1	430.93	538.66	107.73	25%
58	Piedmont	18.05	68	1,039.87	1,299.83	259.96	25%
213	Villa Pinecrest	9.35	78	469.60	587.00	117.40	25%
214	Villa Fairlawn	14.54	108	527.41	659.26	131.85	25%
215	Villa Ivystone	11.17	82	533.64	667.05	133.41	25%
216	Villa Chadwick	11.75	83	554.59	693.23	138.64	25%
216A	Chadwick Tr A	0.76	1	2,977.30	3,721.63	744.33	25%
217	Villa Waverly	10.44	87	470.10	587.63	117.53	25%
218	Villa Greenbriar	17.55	122	563.54	704.43	140.89	25%
218J	GB Tr J	0.71	1	2,781.43	3,476.78	695.35	25%
218K	GB Tr K	0.61	1	2,389.68	2,987.09	597.41	25%
219	Villa Quail Ridge	12.02	87	541.25	676.56	135.31	25%
220	Villa Sunnyside	9.60	74	508.22	635.27	127.05	25%
220D	220 Tr D	0.18	1	705.15	881.44	176.29	25%
	Total Phase #1	585.04	2,806				
Phase #2							
45	Piedmont	32.38	159	$ 797.79	$ 997.24	199.45	25%
56	Calumet Grove	25.33	113	878.14	1,097.68	219.54	25%
57	Calumet Grove	19.66	86	895.56	1,119.45	223.89	25%
59	Chatham	29.48	144	802.00	1,002.50	200.50	25%
60	Chatham	13.53	50	1,060.08	1,325.09	265.01	25%
61	Chatham	29.67	155	749.89	937.36	187.47	25%
62	Chatham	54.03	238	889.34	1,111.67	222.33	25%
63	Chatham	28.49	127	878.82	1,098.52	219.70	25%
64	Calumet Grove	22.75	101	882.41	1,103.01	220.60	25%
65	Calumet Grove	48.37	224	845.94	1,057.42	211.48	25%
65	Rec Tract	0.25	1	959.79	1,199.73	239.94	25%
66	Piedmont	32.75	159	806.91	1,008.63	201.72	25%
221	Villa Bromley	6.69	60	436.80	546.00	109.20	25%
221	Bromley Tr C	0.16	1	626.80	783.50	156.70	25%
222	Villa Sherwood	15.55	135	451.24	564.05	112.81	25%
223	Villa Cameron	12.51	89	550.65	688.31	137.66	25%
223	Cameron Tr D	0.31	1	1,214.43	1,518.03	303.60	25%
224	Villa Morningview	12.14	88	540.44	675.55	135.11	25%
225	Villa Greenwood	13.13	105	489.87	612.34	122.47	25%
226	Villa Merryoak	13.44	115	457.84	572.30	114.46	25%
227	Villa Ashleigh	7.34	56	513.47	641.84	128.37	25%
	Total Phase #2	417.96	2,207				
Phase #3							
228	Villa Forsyth	8.64	56	$ 604.41	$ 755.52	151.11	25%
229	Villa Birchbrook	4.58	31	578.78	723.47	144.69	25%
230	Villa Legacy	4.93	32	603.54	754.43	150.89	25%
231	Villa Mayfield	1.95	9	848.79	1,060.99	212.20	25%
	Total Phase #3	20.10	128				
Phase #4							
232	Villa Phillips	24.70	165	$ 586.44	$ 733.05	146.61	25%
232	Phillips Trac G	0.18	1	705.15	881.44	176.29	25%
233	Villa Soulliere	20.92	135	607.07	758.83	151.76	25%
233	Soulliere Tract B	0.21	1	822.68	1,028.34	205.66	25%
	Total Phase #4	46.01	302				
	Grand Total	**1,069.11**	**5,443**				
Budget - Revenue (96%)				**$ 4,020,691**	**$ 5,025,864**	$ 1,005,173	
Tax Collector Fees - 2%				$ 83,765	$ 104,706	$ 20,942	
Maintenance assessment is calculated as follows:					$ 4,921,158		

FISCAL YEAR 2026-27 BUDGET REPORT
FUND: 04.202 DEBT SERVICE 2

ACCOUNT DESCRIPTION	2024-25 ACTIVITY	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	2025-26 ACTIVITY THRU 03/31/26	2026-27 PROPOSED BUDGET
Fund 04.202 - DEBT SERVICE 2					
ESTIMATED REVENUES					
325.111 DEBT SERVICE ASSESSMENT(REG)	248,404	242,734	242,734	223,101	228,262
325.112 DEBT SERVICE ASSESSMENT(PRE-PA	81,360	90,000	90,000	31,053	70,000
361.103 INT INCOME - USB	4,057	8,000	8,000	1,191	5,000
361.105 INTEREST INCOME-TAX COLLECTOR	3,600	0	0	595	0
669.901 (ADD)/USE-WORKING CAPITAL	0	1,007	1,007	0	3,814
TOTAL ESTIMATED REVENUES	**337,421**	**341,741**	**341,741**	**255,940**	**307,076**
APPROPRIATIONS					
314 TAX COLLECTOR FEES	4,968	5,057	5,057	4,462	4,755
323 TRUSTEE SERVICES	4,041	4,041	4,041	0	4,041
710 PRINCIPAL	209,789	213,557	213,557	0	204,442
715 PRINCIPAL PREPAYMENT	67,000	90,000	90,000	54,000	70,000
720 INTEREST	32,061	28,086	28,086	13,687	22,838
730 MISC BOND EXPENSES	250	1,000	1,000	250	1,000
TOTAL APPROPRIATIONS	**318,109**	**341,741**	**341,741**	**72,399**	**307,076**

FISCAL YEAR 2026-27 BUDGET REPORT
FUND: 04.204 DEBT SERVICE 4

ACCOUNT DESCRIPTION	2024-25 ACTIVITY	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	2025-26 ACTIVITY THRU 03/31/26	2026-27 PROPOSED BUDGET
Fund 04.204 - DEBT SERVICE 4					
ESTIMATED REVENUES					
325.111 DEBT SERVICE ASSESSMENT(REG)	276,200	272,314	272,314	258,984	264,580
325.112 DEBT SERVICE ASSESSMENT(PRE-PA	106,348	80,000	80,000	9,784	70,000
361.103 INT INCOME - USB	4,620	8,000	8,000	1,270	5,000
361.105 INTEREST INCOME-TAX COLLECTOR	3,571	0	0	698	0
669.901 (ADD)/USE-WORKING CAPITAL	0	6,127	6,127	0	(26,723)
TOTAL ESTIMATED REVENUES	**390,739**	**366,441**	**366,441**	**270,736**	**312,857**
APPROPRIATIONS					
314 TAX COLLECTOR FEES	5,524	5,674	5,674	5,180	5,512
323 TRUSTEE SERVICES	4,041	4,041	4,041	4,041	4,041
324 ARBITRAGE SERVICES	0	600	600	0	0
710 PRINCIPAL	188,000	194,000	194,000	0	160,000
715 PRINCIPAL PREPAYMENT	66,000	80,000	80,000	71,000	70,000
720 INTEREST	87,025	81,126	81,126	39,943	72,304
730 MISC BOND EXPENSES	(100)	1,000	1,000	250	1,000
TOTAL APPROPRIATIONS	**350,490**	**366,441**	**366,441**	**120,414**	**312,857**

FOR INFORMATION ONLY

Board Supervisors,

Attached are additional items for your information:

1) The Budget form with the Proposed columns which reflects the changes made throughout the budget process thus far. Also shown are the dollar/percentage variance columns comparing the FY2026-27 Proposed Budget column to the FY2025-26 Original Budget column. The budget attachment with the resolution includes the Proposed column only.

2) Five Year Budget Report along with the Working Capital and Reserves Fund Balance Report showing a 25% increase in Maintenance Assessment rates in FY2026-27 and another one-time 3% increase in FY2028-29.

3) A 5-Year Maintenance Assessment Schedules showing a 25% increase in Maintenance Assessment rates in FY2026-27, and a one-time 3% increase in FY2028-29.

4) Allocation agreements for 91st Street/Phillips Court and County Road 42.

Please feel free to contact me if you have any questions!

Brandy

FISCAL YEAR 2026-27 BUDGET REPORT
FUND: 04.001 GENERAL FUND
EXPANDED BUDGET REPORT

ACCOUNT DESCRIPTION	2024-25 ACTIVITY	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	2025-26 ACTIVITY THRU 03/31/26	2026-27 RECMD BUDGET	2026-27 PROPOSED BUDGET	2026-27 PROPOSED AMT CHANGE	2026-27 PROPOSED % CHANGE
Fund 04.001 - GENERAL FUND								
ESTIMATED REVENUES								
325.116 DS ASSESSMNT PHIII	29,640	35,000	35,000	21,464	20,935	20,935	(14,065)	(40.19)
325.211 MAINTENANCE ASSESSMENT	3,917,798	4,020,691	4,020,691	3,851,758	4,020,691	5,025,864	1,005,173	25.00
337.402 MARION COUNTY HWY 42 AGREEMENT	76,361	83,115	83,115	41,558	84,113	84,113	998	1.20
337.403 PHILLIPS COURT AGREEMENT	1,273	1,449	1,449	336	1,492	1,492	43	2.97
341.905 PROPERTY DAMAGE REIMBURSEMENTS	1,050	0	0	0	0	0	0	0.00
341.908 ELECTRIC REIMBURSEMENT	831	1,500	1,500	691	1,500	1,500	0	0.00
341.999 MISCELLANEOUS REVENUE	4,001	300	300	9	300	300	0	0.00
361.101 INT INCOME - CFB	9,391	6,000	6,000	4,671	2,400	2,400	(3,600)	(60.00)
361.102 INT INCOME - CASH EQUIV	76,245	78,000	78,000	24,820	40,300	40,300	(37,700)	(48.33)
361.105 INTEREST INCOME-TAX COLLECTOR	12,499	18,000	18,000	12,604	18,000	18,000	0	0.00
361.306 FLGIT-UNREALIZED GAIN/LOSS	44,350	0	0	14,558	0	0	0	0.00
361.307 LTP UNREALIZED GAIN/LOSS	39,463	0	0	(17,955)	0	0	0	0.00
361.309 FLFIT-UNREALIZED GAIN/LOSS	(1,335)	0	0	(1,507)	0	0	0	0.00
361.407 LTP REALIZED GAIN/LOSS	16,071	35,000	35,000	19,129	12,500	12,500	(22,500)	(64.29)
361.409 FLFIT-REALIZED GAIN/LOSS	23,491	21,000	21,000	10,570	15,900	15,900	(5,100)	(24.29)
669.901 (ADD)/USE-WORKING CAPITAL	0	(196,957)	14,705	0	(48,306)	(1,028,329)	(831,372)	422.11
669.903 (ADD)/USE-GENERAL R&R	0	(34,563)	143,869	0	528,295	528,295	562,858	(1,628.50)
669.904 (ADD)/USE-ROADS R&R	0	1,109,677	1,109,677	0	525,150	525,150	(584,527)	(52.68)
TOTAL ESTIMATED REVENUES	**4,251,129**	**5,178,212**	**5,568,306**	**3,982,706**	**5,223,270**	**5,248,420**	**70,208**	**1.36**
APPROPRIATIONS								
111 EXECUTIVE SALARIES	12,800	15,000	15,000	6,000	15,000	15,000	0	0.00
211 SOCIAL SECURITY TAXES	794	930	930	372	930	930	0	0.00
212 MEDICARE TAXES	186	218	218	87	218	218	0	0.00
241 WORKER'S COMPENSATION	19	25	25	25	25	25	0	0.00
311 MANAGEMENT FEES	262,772	246,851	246,851	123,431	243,138	248,495	1,644	0.67
312 ENGINEERING SERVICES	44,030	36,841	36,841	9,060	40,275	40,275	3,434	9.32
313 LEGAL SERVICES	20,289	25,000	25,000	7,464	25,000	25,000	0	0.00
314 TAX COLLECTOR FEES	78,810	84,244	84,244	77,413	84,202	105,143	20,899	24.81
316 DEED COMPLIANCE SVCS	11,673	5,408	5,408	3,026	12,852	11,704	6,296	116.42
319 OTHER PROFESSIONAL SVCS	42,782	50,718	53,593	19,120	34,910	34,910	(15,808)	(31.17)
322 AUDITING SERVICES	9,965	9,933	9,933	7,875	10,605	10,605	672	6.77
324 ARBITRAGE SERVICES	0	0	0	0	67,449	0	0	0.00
343 SYSTEMS MGMT SUPPORT	4,807	5,126	5,126	1,953	3,115	3,115	(2,011)	(39.23)
401 TRAVEL & PER DIEM	405	1,100	1,100	268	600	600	(500)	(45.45)
412 POSTAGE	3,517	100	100	0	0	0	(100)	(100.00)
431 ELECTRICITY	519,513	582,284	582,284	275,741	595,000	595,000	12,716	2.18
434 IRRIGATION WATER	48,696	49,200	49,200	21,855	51,268	51,268	2,068	4.20
451 CASUALTY & LIABILITY INSUR	5,723	6,000	6,000	5,723	5,723	5,723	(277)	(4.62)
462 BUILDING/STRUCTURE MAINT	513,442	542,572	576,562	254,647	612,728	612,728	70,156	12.93
463 LANDSCAPE MAINT-RECURRING	1,116,884	1,121,653	1,121,653	434,813	1,121,653	1,121,653	0	0.00
464 LANDSCAPE MAINT-NON RECURRING	126,237	105,000	105,000	77,255	110,000	110,000	5,000	4.76
468 IRRIGATION REPAIR	31,810	32,000	32,000	18,195	35,988	35,988	3,988	12.46
469 OTHER MAINTENANCE	382,468	166,005	340,802	51,467	161,394	161,394	(4,611)	(2.78)
471 PRINTING & BINDING	1,013	100	100	55	100	100	0	0.00
493 PERMITS & LICENSES	175	175	175	0	175	175	0	0.00
494 OVERAGE & SHORTAGE	0	0	1	0	0	0	0	0.00
496 CR 42 EXPENSES	113,972	124,052	124,052	41,024	114,479	114,479	(9,573)	(7.72)
497 LEGAL ADVERTISING	3,472	2,000	2,000	400	2,000	2,000	0	0.00
522 OPERATING SUPPLIES	0	1,000	999	0	500	500	(500)	(50.00)
622 BUILDINGS	109,440	0	178,432	178,000	166,000	166,000	166,000	0.00
633 INFRASTRUCTURE	685,158	1,109,677	1,109,677	0	617,204	617,204	(492,473)	(44.38)
642 CAPITAL FF&E	0	0	0	0	290,739	290,739	290,739	0.00
911 TRANS TO GENERAL R&R	50,000	75,000	75,000	37,500	500,000	500,000	425,000	566.67
912 TRANS TO OTHER ROADS	800,000	780,000	780,000	390,000	300,000	300,000	(480,000)	(61.54)
917 TRANS TO DEBT SERVICE	0	0	0	0	0	67,449	67,449	0.00
TOTAL APPROPRIATIONS	**5,000,852**	**5,178,212**	**5,568,306**	**2,042,769**	**5,223,270**	**5,248,420**	**70,208**	**1.36**

FISCAL YEAR 2026-27 BUDGET REPORT
FUND: 04.001 GENERAL FUND
FIVE-YEAR BUDGET REPORT

ACCOUNT DESCRIPTION	2026-27 RECMD BUDGET	2026-27 PROPOSED BUDGET	2027-28 BUDGET	2028-29 BUDGET	2029-30 BUDGET	2030-31 BUDGET
Fund 04.001 - GENERAL FUND						
ESTIMATED REVENUES						
325.116 DS ASSESSMNT PHIII	20,935	20,935	20,935	20,935	20,935	20,935
325.211 MAINTENANCE ASSESSMENT	4,020,691	5,025,864	5,025,864	5,176,640	5,176,640	5,176,640
337.402 MARION COUNTY HWY 42 AGREEMENT	84,113	84,113	87,889	88,946	90,037	90,037
337.403 PHILLIPS COURT AGREEMENT	1,492	1,492	1,537	1,583	1,631	1,683
341.908 ELECTRIC REIMBURSEMENT	1,500	1,500	1,500	1,500	1,500	1,500
341.999 MISCELLANEOUS REVENUE	300	300	300	300	300	300
361.101 INT INCOME - CFB	2,400	2,400	2,400	2,400	2,400	2,400
361.102 INT INCOME - CASH EQUIV	40,300	40,300	40,300	40,300	40,300	40,300
361.105 INTEREST INCOME-TAX COLLECTOR	18,000	18,000	18,000	18,000	18,000	18,000
361.407 LTP REALIZED GAIN/LOSS	12,500	12,500	12,500	12,500	12,500	12,500
361.409 FLFIT-REALIZED GAIN/LOSS	15,900	15,900	15,900	15,900	15,900	15,900
669.901 (ADD)/USE-WORKING CAPITAL	(48,306)	(1,028,329)	(720,170)	(618,442)	(779,655)	(1,035,628)
669.903 (ADD)/USE-GENERAL R&R	528,295	528,295	8,041	(2,120)	237,562	(20,498)
669.904 (ADD)/USE-ROADS R&R	525,150	525,150	857,052	805,517	810,189	570,709
TOTAL ESTIMATED REVENUES	**5,223,270**	**5,248,420**	**5,372,048**	**5,563,959**	**5,648,239**	**4,894,778**
APPROPRIATIONS						
111 EXECUTIVE SALARIES	15,000	15,000	15,000	15,000	15,000	15,000
211 SOCIAL SECURITY TAXES	930	930	930	930	930	930
212 MEDICARE TAXES	218	218	218	218	218	218
241 WORKER'S COMPENSATION	25	25	25	25	25	25
311 MANAGEMENT FEES	243,138	248,495	265,964	277,592	278,402	281,667
312 ENGINEERING SERVICES	40,275	40,275	42,136	44,085	46,125	48,260
313 LEGAL SERVICES	25,000	25,000	25,500	25,000	25,000	25,000
314 TAX COLLECTOR FEES	84,202	105,143	105,143	108,284	108,284	108,284
316 DEED COMPLIANCE SVCS	12,852	11,704	12,128	12,574	13,040	13,530
319 OTHER PROFESSIONAL SVCS	34,910	34,910	40,819	41,763	42,746	43,767
322 AUDITING SERVICES	10,605	10,605	10,605	10,605	10,605	10,605
324 ARBITRAGE SERVICES	67,449	0	0	0	0	0
343 SYSTEMS MGMT SUPPORT	3,115	3,115	8,406	8,522	8,587	8,655
401 TRAVEL & PER DIEM	600	600	1,100	1,100	1,100	1,100
412 POSTAGE	0	0	1,000	0	0	0
431 ELECTRICITY	595,000	595,000	575,186	603,945	634,142	665,849
434 IRRIGATION WATER	51,268	51,268	53,831	56,523	59,349	62,316
451 CASUALTY & LIABILITY INSUR	5,723	5,723	5,895	5,895	5,895	5,895
462 BUILDING/STRUCTURE MAINT	612,728	612,728	598,813	693,906	650,440	558,776
463 LANDSCAPE MAINT-RECURRING	1,121,653	1,121,653	1,349,028	1,349,028	1,349,028	1,421,667
464 LANDSCAPE MAINT-NON RECURRING	110,000	110,000	120,000	130,000	140,000	150,000
468 IRRIGATION REPAIR	35,988	35,988	37,128	38,304	39,518	40,770
469 OTHER MAINTENANCE	161,394	161,394	207,444	212,298	213,882	222,184
471 PRINTING & BINDING	100	100	4,000	100	100	100
493 PERMITS & LICENSES	175	175	175	175	175	175
496 CR 42 EXPENSES	114,479	114,479	126,418	130,662	134,853	136,733
497 LEGAL ADVERTISING	2,000	2,000	4,050	2,000	2,000	2,000
522 OPERATING SUPPLIES	500	500	515	530	546	563
622 BUILDINGS	166,000	166,000	0	0	0	0
633 INFRASTRUCTURE	617,204	617,204	885,591	823,895	1,068,249	570,709
642 CAPITAL FF&E	290,739	290,739	0	0	0	0
911 TRANS TO GENERAL R&R	500,000	500,000	75,000	71,000	0	0
912 TRANS TO OTHER ROADS	300,000	300,000	800,000	900,000	800,000	500,000
917 TRANS TO DEBT SERVICE	0	67,449	0	0	0	0
TOTAL APPROPRIATIONS	**5,223,270**	**5,248,420**	**5,372,048**	**5,563,959**	**5,648,239**	**4,894,778**

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 4
ANNUAL MAINTENANCE ASSESSMENT

Maintenance Assessments Billed				FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2029-30
				3%	25%	0%	3%	0%	0%
Unit	Village Name	Acres	# of Lots	$ 4,188,220	$ 5,235,275	$ 5,235,275	$ 5,392,333	$ 5,392,333	$ 5,392,333
Phase #1									
44	Piedmont	74.89	350	$ 838.23	$ 1,047.79	$ 1,047.79	$ 1,079.23	$ 1,079.23	$ 1,079.23
46	Piedmont	30.32	139	854.52	1,068.15	1,068.15	1,100.20	1,100.20	1,100.20
47	Springdale	53.12	206	1,010.18	1,262.73	1,262.73	1,300.61	1,300.61	1,300.61
48	Springdale	32.98	155	833.54	1,041.93	1,041.93	1,073.19	1,073.19	1,073.19
49	Woodbury	27.00	114	927.83	1,159.79	1,159.79	1,194.58	1,194.58	1,194.58
50	Woodbury	28.20	133	830.63	1,038.29	1,038.29	1,069.43	1,069.43	1,069.43
51	Woodbury	39.38	187	824.98	1,031.22	1,031.22	1,062.16	1,062.16	1,062.16
52	Woodbury	51.60	256	789.62	987.03	987.03	1,016.64	1,016.64	1,016.64
53	Springdale	43.76	111	1,544.41	1,930.52	1,930.52	1,988.43	1,988.43	1,988.43
54	Briar Meadow	64.05	270	929.32	1,161.65	1,161.65	1,196.50	1,196.50	1,196.50
55	Briar Meadow	22.66	90	986.34	1,232.92	1,232.92	1,269.91	1,269.91	1,269.91
55G	55 Tract G	0.24	1	940.20	1,175.25	1,175.25	1,210.51	1,210.51	1,210.51
55H	55 Tract H	0.11	1	430.93	538.66	538.66	554.82	554.82	554.82
58	Piedmont	18.05	68	1,039.87	1,299.83	1,299.83	1,338.83	1,338.83	1,338.83
213	Villa Pinecrest	9.35	78	469.60	587.00	587.00	604.61	604.61	604.61
214	Villa Fairlawn	14.54	108	527.41	659.26	659.26	679.04	679.04	679.04
215	Villa Ivystone	11.17	82	533.64	667.05	667.05	687.06	687.06	687.06
216	Villa Chadwick	11.75	83	554.59	693.23	693.23	714.03	714.03	714.03
216A	Chadwick Tr A	0.76	1	2,977.30	3,721.63	3,721.63	3,833.27	3,833.27	3,833.27
217	Villa Waverly	10.44	87	470.10	587.63	587.63	605.25	605.25	605.25
218	Villa Greenbriar	17.55	122	563.54	704.43	704.43	725.56	725.56	725.56
218J	GB Tr J	0.71	1	2,781.43	3,476.78	3,476.78	3,581.09	3,581.09	3,581.09
218K	GB Tr K	0.61	1	2,389.68	2,987.09	2,987.09	3,076.71	3,076.71	3,076.71
219	Villa Quail Ridge	12.02	87	541.25	676.56	676.56	696.85	696.85	696.85
220	Villa Sunnyside	9.60	74	508.22	635.27	635.27	654.33	654.33	654.33
220D	220 Tr D	0.18	1	705.15	881.44	881.44	907.88	907.88	907.88
	Total Phase #1	585.04	2,806						
Phase #2									
45	Piedmont	32.38	159	$ 797.79	$ 997.24	$ 997.24	$ 1,027.16	$ 1,027.16	$ 1,027.16
56	Calumet Grove	25.33	113	878.14	1,097.68	1,097.68	1,130.61	1,130.61	1,130.61
57	Calumet Grove	19.66	86	895.56	1,119.45	1,119.45	1,153.03	1,153.03	1,153.03
59	Chatham	29.48	144	802.00	1,002.50	1,002.50	1,032.57	1,032.57	1,032.57
60	Chatham	13.53	50	1,060.08	1,325.09	1,325.09	1,364.85	1,364.85	1,364.85
61	Chatham	29.67	155	749.89	937.36	937.36	965.48	965.48	965.48
62	Chatham	54.03	238	889.34	1,111.67	1,111.67	1,145.02	1,145.02	1,145.02
63	Chatham	28.49	127	878.82	1,098.52	1,098.52	1,131.48	1,131.48	1,131.48
64	Calumet Grove	22.75	101	882.41	1,103.01	1,103.01	1,136.10	1,136.10	1,136.10
65	Calumet Grove	48.37	224	845.94	1,057.42	1,057.42	1,089.14	1,089.14	1,089.14
65	Rec Tract	0.25	1	959.79	1,199.73	1,199.73	1,235.73	1,235.73	1,235.73
66	Piedmont	32.75	159	806.91	1,008.63	1,008.63	1,038.89	1,038.89	1,038.89
221	Villa Bromley	6.69	60	436.80	546.00	546.00	562.38	562.38	562.38
221	Bromley Tr C	0.16	1	626.80	783.50	783.50	807.01	807.01	807.01
222	Villa Sherwood	15.55	135	451.24	564.05	564.05	580.97	580.97	580.97
223	Villa Cameron	12.51	89	550.65	688.31	688.31	708.96	708.96	708.96
223	Cameron Tr D	0.31	1	1,214.43	1,518.03	1,518.03	1,563.57	1,563.57	1,563.57
224	Villa Morningview	12.14	88	540.44	675.55	675.55	695.81	695.81	695.81
225	Villa Greenwood	13.13	105	489.87	612.34	612.34	630.71	630.71	630.71
226	Villa Merryoak	13.44	115	457.84	572.30	572.30	589.46	589.46	589.46
227	Villa Ashleigh	7.34	56	513.47	641.84	641.84	661.10	661.10	661.10
	Total Phase #2	417.96	2,207						
Phase #3									
228	Villa Forsyth	8.64	56	$ 604.41	$ 755.52	$ 755.52	$ 778.18	$ 778.18	$ 778.18
229	Villa Birchbrook	4.58	31	578.78	723.47	723.47	745.18	745.18	745.18
230	Villa Legacy	4.93	32	603.54	754.43	754.43	777.06	777.06	777.06
231	Villa Mayfield	1.95	9	848.79	1,060.99	1,060.99	1,092.82	1,092.82	1,092.82
	Total Phase #3	20.10	128						
Phase #4									
232	Villa Phillips	24.70	165	$ 586.44	$ 733.05	$ 733.05	$ 755.04	$ 755.04	$ 755.04
232	Phillips Trac G	0.18	1	705.15	881.44	881.44	907.88	907.88	907.88
233	Villa Soulliere	20.92	135	607.07	758.83	758.83	781.60	781.60	781.60
233	Soulliere Tract B	0.21	1	822.68	1,028.34	1,028.34	1,059.19	1,059.19	1,059.19
	Total Phase #4	46.01	302						
	Grand Total	**1,069.11**	**5,443**						
	Budget - Revenue (96%)			**$ 4,020,691**	**$ 5,025,864**	**$ 5,025,864**	**$ 5,176,640**	**$ 5,176,640**	**$ 5,176,640**
	Tax Collector Fees - 2%			$ 83,765	$ 104,706	$ 104,706	$ 107,847	$ 107,847	$ 107,847

Maintenance assessment is calculated as follows:

DISTRICT 4 - WORKING CAPITAL & R & R FUNDS BALANCES

Working Capital (Unassigned)	Amended 2025-26	Projected 2025-26	25% 2026-27	0% 2027-28	3% 2028-29	0% 2029-30	0% 2030-31
Beginning Balance	1,550,934	1,550,934	992,048	2,020,377	2,740,547	3,358,989	4,138,644
Deposits	4,265,055	4,265,055	5,202,369	5,206,190	5,358,069	5,359,208	5,359,260
Less Expenditures - Operating	3,191,166	3,735,347	2,982,675	3,217,481	3,279,760	3,337,121	3,485,858
Less Plant Replacements Non-Recurring	105,000	105,000	110,000	120,000	130,000	140,000	150,000
Less Capital Improvement Plan Expenditures	128,594	128,594	281,365	273,539	358,867	302,432	187,774
Less Transfer to General R & R	75,000	75,000	500,000	75,000	71,000	0	0
Less Transfer to Road R & R	780,000	780,000	300,000	800,000	900,000	800,000	500,000
Ending Balance	1,536,229	992,048	2,020,377	2,740,547	3,358,989	4,138,644	5,174,272

RESERVES

General R & R (Committed)	Amended 2025-26	Projected 2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Beginning Balance	283,925	283,925	215,056	186,761	253,720	326,840	89,278
Add Ph III Assessment Revenue	35,000	35,000	20,935	20,935	20,935	20,935	20,935
Deposits	75,000	75,000	500,000	75,000	71,000	0	0
Less Ph III Exp - Tax Collector Fees	437	437	437	437	437	437	437
Less Capital Improvement Plan Expenditures	178,432	178,432	548,793	28,539	18,378	258,060	0
Ending Balance	215,056	215,056	186,761	253,720	326,840	89,278	109,776

Road Maintenance R & R (Committed)	Amended 2025-26	Projected 2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Beginning Balance	929,991	929,991	600,314	375,164	318,112	412,595	402,406
Add Deposits	780,000	780,000	300,000	800,000	900,000	800,000	500,000
Less Capital Improvement Plan Expenditures	1,109,677	1,109,677	525,150	857,052	805,517	810,189	570,709
Ending Balance	600,314	600,314	375,164	318,112	412,595	402,406	331,697

Working Capital/Reserves Grand Total	**2,351,599**	**1,807,418**	**2,582,302**	**3,312,379**	**4,098,424**	**4,630,328**	**5,615,745**

FY 25-26 Operating Budget	$ 3,296,166
3 Month	$ 824,042
4 Month	$ 1,098,722

Target Reserve Policy

Assets per Audit: 31,612,036	Amended 2025-26	Projected 2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
2% of Assets	632,241	632,241	632,241	632,241	632,241	632,241	632,241
3 Months	824,042	960,087	773,169	834,370	852,440	869,280	908,965
Fund Balance Needed	1,456,282	1,592,327	1,405,409	1,466,611	1,484,681	1,501,521	1,541,205

Additional Reserves Above Target Minimun	**895,317**	**215,091**	**1,176,893**	**1,845,768**	**2,613,743**	**3,128,807**	**4,074,540**

2021 ASSESSMENT BONDS

Debt Service	2025-26 Amended Budget	2026-27 Recommended Budget	2026-27 Proposed Budget
Beginning Balance	100,560	101,138	101,138
Deposits	280,089	294,633	294,633
Expenditures	279,511	296,261	296,261
Ending Balance	101,138	99,510	99,510

2022 ASSESSMENT BONDS

Debt Service	2025-26 Amended Budget	2026-27 Recommended Budget	2026-27 Proposed Budget
Beginning Balance	80,791	80,791	80,791
Deposits	340,734	303,262	303,262
Expenditures	341,741	307,076	307,076
Ending Balance	79,784	76,977	76,977

2016 ASSESSMENT BONDS

Debt Service	2025-26 Amended Budget	2026-27 Recommended Budget	2026-27 Proposed Budget
Beginning Balance	28,824	22,697	28,824
Deposits	360,314	339,580	339,580
Expenditures	366,441	312,857	312,857
Ending Balance	22,697	49,420	55,547

FY 2026-27 SE 91st Street/Phillips Court Allocation

FY 26-27 EST. EXPENDITURES		FY26-27 BUDGET	FY 25-26 BUDGET
Seco Expenses (Note 1)	4,033		4,784
Total Est. Expenditures	$ 4,033		$ 4,784
FY 23-24 ALLOCATION			
Est. Costs to be Allocated		$ 4,033	4,784
	% per Agreement		
District 4	63%	2,541	3,013.92
NexGen	37%	1,492	1,770.08
	100%	4,033	4,784.00
D4 Revenue 04.001.00.00.000341.905		$ 1,492	$ 1,449
NOTES:			
1) Seco Costs			
Street Lights - Electricity	4,033		4,784
	$ 4,033		$ 4,784
2) Road Maintenance			
Rejuvenator	$ -		$ -
	-		-
	$ -		$ -

FY 2026-27 COUNTY ROAD 42 ALLOCATION

EXPENDITURES		FY 26-27 BUDGET	FY 25-26 ORIGINAL BUDGET
Landscaping/pinestraw/plant repl (Note 1)	$ 48,059		$ 48,059.00
Seco Expenses (Note 2)	44,963		43,653.00
Pond/fountain maint.	11,340		11,340.00
Traffic Signal	5,000		5,000.00
Other Maint. (Note 3)	16,180		16,000.00
Total Est. Expenditures	$ 125,542		$ 124,052
ALLOCATION			
Est. Costs to be Allocated		$ 125,542	$ 124,052
	% per Agreement		
District 4	33%	41,429	$ 40,937
Village of Lake-Sumter	18%	22,597	22,329
Village Center CDD	16%	20,087	19,848
Mulberry Grove Prof. Plaza	5%	6,277	6,203
Mulberry Grove East POA	28%	35,152	34,735
	100%	125,542	$ 124,052
#4 Revenue 337.402		$ 84,113	$ 83,115

NOTES: (from Account Detail)

1)Landscaping/Pinestraw/Plant Replacement (496)		
Landscaping	$ 37,996	$ 37,996
Pinestraw	3,063	3,063
Plant Replacement	7,000	7,000
	$ 48,059	$ 48,059

2) Seco Costs (496)		
West Entry Wall 8010925500	$ 749	$ 727
Entry Bldg. 8011438801	$ 5,851	5,681
Entry Sign @ CR 42 9604498102	$ 594	577
Median Lights BVB Lights 8011639700 (electricity)	$ 37,768	36,668
	$ 44,963	$ 43,653

3) Other Maintenance		
Entry Wall Repairs	$ 2,500	$ 2,500
Light Sweeps	1,500	1,500
Pressure Washing	4,120	4,000
Irrigation recurring charges - Maxicom	2,060	2,000
Irrigation system upgrade	-	-
Painting - Entry Bldg/Sign Walls	-	-
Tree Maintenance	5,000	5,000
Replace Wall Lighting Fixtures	-	-
Misc.	1,000	1,000
	$ 16,180	$ 16,000

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23311 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.1.9.

SUBJECT:
Present Letter Dated June 8, 2026 from the Office of Inspector General Regarding Housing and Urban Development

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
The U.S. Department of Housing and Urban Development (HUD) is encouraging agencies and organizations that receive HUD funding to support ongoing efforts to prevent and report fraud, waste, and abuse. This initiative promotes accountability, protects public resources, and helps ensure federal funds are used effectively to serve communities and individuals in need.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

OFFICE of INSPECTOR GENERAL
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

June 8, 2026

Dear HUD Grantees:

The U.S. Department of Housing and Urban Development (HUD) is taking bold steps to eliminate fraud nationwide in the programs it funds. People who are supported by HUD-assisted programs deserve to receive the very best services. Taxpayers deserve to see that money is spent wisely and without fraud.

The Office of Inspector General (OIG) is committed to eliminating fraud, waste, and abuse. When people act intentionally to defraud our programs, it erodes public trust and diverts critical resources away from communities and the individuals who depend on HUD for housing solutions. Eliminating fraud is a shared responsibility; we cannot do it alone. We need you to do your part.

Make reports of crime, fraud, waste, and abuse to OIG via our Hotline at https://www.hudoig.gov/hotline or call 1-800-347-3735. Additionally, we encourage you to use our anti-fraud resource graphics in your social media, newsletters, websites, and other communications. The resource graphics are available on our website at https://www.hudoig.gov/resources/posters-and-brochures.

Please share this letter with all your staff, subrecipients, and contractors. Together we will eliminate fraud.

Sincerely,



Digitally signed by BRIAN HARRISON
Date: 2026.06.08 09:34:20 -04'00'

Brian D. Harrison
Acting Inspector General

HUD OIG HOTLINE 1-800-347-3735
REPORT CRIME, FRAUD, WASTE, & ABUSE

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23541 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.1.10.

SUBJECT:
Present Letter Dated June 15, 2026, from FloridaCommerce in Response to the Proposed Comprehensive Plan Amendments

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
County Administration

DESCRIPTION/BACKGROUND:
FloridaCommerce has completed its review of the proposed comprehensive plan amendment for Marion County (Amendment No. 26-01ER), which was received on April 15, 2026. FloridaCommerce has reviewed the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. FloridaCommerce does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report.

The second public hearing to adopt the comprehensive plan amendments must be held within 180 days of receipt of FloridaCommerce's attached communication. Staff will be seeking adoption during the Planning and Zoning portion of the regular Board meeting on July 21, 2026. Through the next year, Staff will also be bringing individual code changes through the Land Development Regulation Commission to the Board.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

June 15, 2026

The Honorable Carl Zalak
Chairman, Marion County
Board of County Commissioners
601 Southeast 25th Avenue
Ocala, Florida 34471

Dear Chair Zalak,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for Marion County (Amendment No. 26-01ER), which was received on April 15, 2026. FloridaCommerce has reviewed the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. FloridaCommerce does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by FloridaCommerce from the appropriate reviewing agencies, if any, are enclosed.

The County should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, the procedures for final adoption and transmittal of the comprehensive plan amendment are enclosed.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to section 163.3184(4)(e)2., F.S.**

If you have any questions related to this review, please contact Christina Nazaire, Regional Planning Administrator, by telephone at (850)-717-8532 or by email via Christina.Nazaire@Commerce.fl.gov.

Sincerely,

James Stansbury

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/cn
Enclosure: Procedures for Adoption

cc: Kenneth Weyrauch, AICP, Deputy Director of Growth Services, Marion County
Scott R. Koons, Executive Director, North Central Florida Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendment, an adopted future land use map, **in color format,** clearly depicting the parcel, its existing future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for state coordinated review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the FloridaCommerce did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance, and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the FloridaCommerce to the ORC report from the FloridaCommerce.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23384 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.3.1.

SUBJECT:
Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinances 26-23 and 26-24 with the Secretary of State's Office

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing Of Ordinances 26-23 and 26-24 with the Secretary of State's Office.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER – MARION COUNTY, FLORIDA

CLERK OF COURT
RECORDER OF OFFICIAL RECORDS
CLERK AND ACCOUNTANT OF THE BOARD OF COUNTY COMMISSIONERS
CUSTODIAN OF COUNTY FUNDS AND COUNTY AUDITOR

POST OFFICE BOX 1030
OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5604
WWW.MARIONCOUNTYCLERK.ORG

TO: Marion County Board of County Commissioners

FROM: Gregory C. Harrell, Clerk of Circuit Court and Comptroller

DATE: June 18, 2026

RE: Ordinances 26-23 and 26-24

The 2013 Legislature passed legislation that changed the manner by which County Ordinances were to be filed with the Florida Department of State and the manner in which the Department would acknowledge that filing. "An Act relating to paper reduction", Chapter 2013-192, amended Section 125.66, Florida Statutes, to require the Clerks of the Board of County Commissioners to file Ordinances and Amendments, as well as Emergency Ordinances, by e-mail to the Department. In turn, the Department would acknowledge receipt of such documents by return e-mail.

Attached, please find e-mail correspondence from the Clerk's Office to the Department and their acknowledgement related to the above Ordinance(s).

GCH/smm

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

June 11, 2026

Gregory C. Harrell
Clerk of Court
Marion County
P.O. Box 1030
Ocala, FL 34478-1030

Dear Gregory Harrell:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Marion County Ordinance No. 26-23, which was filed in this office on June 11, 2026.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270

Debra Lewter

From: County Ordinances <CountyOrdinances@dos.fl.gov>
Sent: Thursday, June 11, 2026 03:20 PM
To: Debra Lewter; County Ordinances
Cc: Debra Windberg; Susan Mills McAllister
Subject: RE: MRN20260602_ORDINANCE_2026_23
Attachments: Marion20260611_Ordinance26_23_Ack.pdf

Good afternoon,

Attached is the acknowledgement letter for Marion County Ordinance 26-23.

Thank you,

David Parrish
Government Operations Consultant II
Office of the General Counsel
Department of State
Room 701 – The Capitol – Tallahassee, FL
P: (850) 245-6270

From: Debra Lewter <DebraL@marioncountyclerk.org>
Sent: Wednesday, June 10, 2026 4:50 PM
To: County Ordinances <CountyOrdinances@dos.fl.gov>
Cc: Debra Windberg <DebraW@marioncountyclerk.org>; Susan Mills McAllister <SusanM@marioncountyclerk.org>
Subject: MRN20260602_ORDINANCE_2026_23

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good morning Ms. Grosenbaugh,

Please disregard the previous version sent of Ordinance 26-23.

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of Marion County Ordinance 26-23, which includes Resolution 26-R-155. The Ordinance was adopted by the Marion County Board of County Commissioners on Tuesday, June 2, 2026.

Please advise our office of the date on which this Ordinance was filed.

Thank you in advance for your cooperation in this matter.

Debra Lewter
Clerk, Commission Records
352-671-5620 | DebraL@marioncountyclerk.org
Office of Gregory C. Harrell
Marion County Clerk of Court and Comptroller
PO Box 1030, Ocala FL 34478-1030
352-671-5604 | www.marioncountyclerk.org
"Here to serve and protect the public trust"

Debra Lewter

From: Debra Lewter
Sent: Wednesday, June 10, 2026 04:50 PM
To: CountyOrdinances@dos.myflorida.com
Cc: Debra Windberg; Susan Mills McAllister
Subject: MRN20260602_ORDINANCE_2026_23
Attachments: MRN20260602_ORDINANCE_2026_23.pdf

Good morning Ms. Grosenbaugh,

Please disregard the previous version sent of Ordinance 26-23.

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of Marion County Ordinance 26-23, which includes Resolution 26-R-155. The Ordinance was adopted by the Marion County Board of County Commissioners on Tuesday, June 2, 2026.

Please advise our office of the date on which this Ordinance was filed.

Thank you in advance for your cooperation in this matter.

Debra Lewter
Clerk, Commission Records
352-671-5620 | DebraL@marioncountyclerk.org
Office of Gregory C. Harrell
Marion County Clerk of Court and Comptroller
PO Box 1030, Ocala FL 34478-1030
352-671-5604 | www.marioncountyclerk.org
"Here to serve and protect the public trust"

Debra Lewter

From: Debra Lewter
Sent: Thursday, June 18, 2026 08:11 AM
To: municodeords@civicplus.com
Subject: Marion County Ordinance 26-23
Attachments: 06-02-26 Ordinance 26-23 Zoning.docx; 06-02-26 Resolution 26-R-155 - 260501SU Ward Merrill LLC - Exhibit A.docx; 06-02-26 Resolution 26-R-155 - 260501SU Ward Merrill LLC.docx

Good afternoon,

Attached is Ordinance 26-23 (Zoning) along with Resolution 26-R-155, which were adopted by the Marion County Board of County Commissioners on Tuesday, June 2, 2026.

Please advise of any problems you may have opening the attached Word documents.

ORDINANCE NO. 26-23

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

WHEREAS, an application for a Special Use Permit was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on April 27, 2026; and

WHEREAS, the aforementioned application was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Tuesday, June 2, 2026; and

WHEREAS, the Board of County Commissioners of Marion County, Florida (Board), is responsible for and has established the zoning of parcels of property in the unincorporated area of Marion County as reflected on the official Zoning Map, and

WHEREAS, property owner(s) have submitted an application for a special use permit, and such application identifies the property by metes and bounds description or by the Marion County Property Appraiser parcel number, and such identification of property is hereby incorporated into this ordinance by reference, and

WHEREAS, the Board has considered the recommendation of the Marion County Planning and Zoning Commission and has conducted the necessary public hearing and has approved the application contained in this ordinance. The Board has determined that the application will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. Now therefore,

BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. SPECIAL USE PERMIT APPROVAL. The Board hereby approves the below-listed application for Special Use Permit. NOTE: The terms and conditions of Board approval of the Special Use Permit is stated in the Board Resolution corresponding to the Special Use Permit Application shown below.

1. **AGENDA ITEM 5.2.1. 260501SU** – Ward-Merrill, L.L.C, Special Use Permit to allow an accessory structure without a primary residence, in a Single-Family Dwelling (R-1) zone, on an approximate 1.64 Acre Parcel, on Parcel Account Number 4938-001-001, No Address Assigned.

   Subject to all terms and conditions of Resolution 26-R-155 attached hereto and incorporated herein by reference.

SECTION 3. EFFECTIVE DATE. A copy of this Ordinance as enacted shall be filed by the Clerk of the Board by email with the Office of the Secretary of State of Florida within ten (10) days after enactment, and this Ordinance shall take effect upon receipt of official acknowledgment from the Secretary of State that this Ordinance has been filed with such office.

DULY ADOPTED in regular session this 2nd day of JUNE 2026.

ATTEST:

GREGORY C. HARRELL, CLERK

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

CARL ZALAK, III, CHAIRMAN

RECEIVED NOTICE FROM SECRETARY OF STATE
ON JUNE 11, 2026 ADVISING ORDINANCE WAS
FILED ON JUNE 11, 2026.

RESOLUTION NO. 26-R-155

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A SPECIAL USE PERMIT, PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application for a Special Use Permit was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on April 27, 2026; and

WHEREAS, the aforementioned application was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Tuesday, June 2, 2026.

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

SECTION 1. SPECIAL USE PERMIT APPLICATION 260501SU – Ward-Merrill, L.L.C, the application requesting a Special Use Permit, Articles 2 and 4 of the Marion County Land Development Code, as submitted by Adam Merrill, Gainesville, FL 32601, to allow for an accessory structure without a primary residence, in a Single-Family Dwelling (R-1) zone, on an approximate 1.64 Acre Parcel, on Parcel Account Number 4938-001-001, No Address Assigned

SECTION 2. FINDINGS AND CONDITIONS. The Board has determined that this request will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. The Board of County Commissioners agrees with the recommendation of approval with conditions and findings of the Planning and Zoning Commission, and approves the Special Use Permit subject to the following conditions:

1. The Special Use Permit authorizes the placement of an accessory structure for non-habitable purposes, which shall be located consistent with the submitted concept plan (see Exhibit A) in order to accommodate the construction of a new single-family residence in the future.
2. The Special Use Permit shall be contingent upon the ownership of the subject property, which shall remain under the ownership of Ward-Merrill, L.L.C and C. Raymond Merrill. The Special Use Permit shall also be contingent upon the ownership of PID 4938-001-000, across the SE 138th Terrace right-of-way to the west of the subject property, which shall remain under ownership of Merrill C Raymond Family Trust and C. Raymond Merrill. Should either property change in ownership/management, the accessory structure shall be removed from the subject property, unless otherwise approved through a new Special Use Permit.
    a. The Special Use Permit shall terminate upon the construction of a single-family residence within the subject property.
3. At least eight (8) foot setbacks from all subject property boundaries shall be observed for the siting of the accessory structure.

4. A vegetative buffer along the eastern and southern subject property boundaries, approximately twenty-five (25) feet in width, shall be maintained, unless or until the construction of a single-family residence.
5. No well or septic permits shall be authorized for the subject property, unless or until a primary residence is established.
6. The storage of all personal goods and material shall be maintained within the accessory structure. Outdoor storage is expressly prohibited.
7. Outdoor ground and building lighting shall not cast direct light on adjacent properties.
8. The Special Use Permit shall expire on May 19, 2031; however, it may be renewed administratively three times for five years each by written instrument signed and issued by the Growth Services Director (or designee), unless:
    a. There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit;
    b. Neighboring property owners within 300 feet of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit; and/or
    c. The Growth Services Director determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or equivalent review process at the time).

SECTION 3. REVOCATION. Violation or failure to comply with one or more condition(s) of this Special Use Permit shall be grounds for revocation of this Special Use Permit by the Board at a noticed public hearing.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

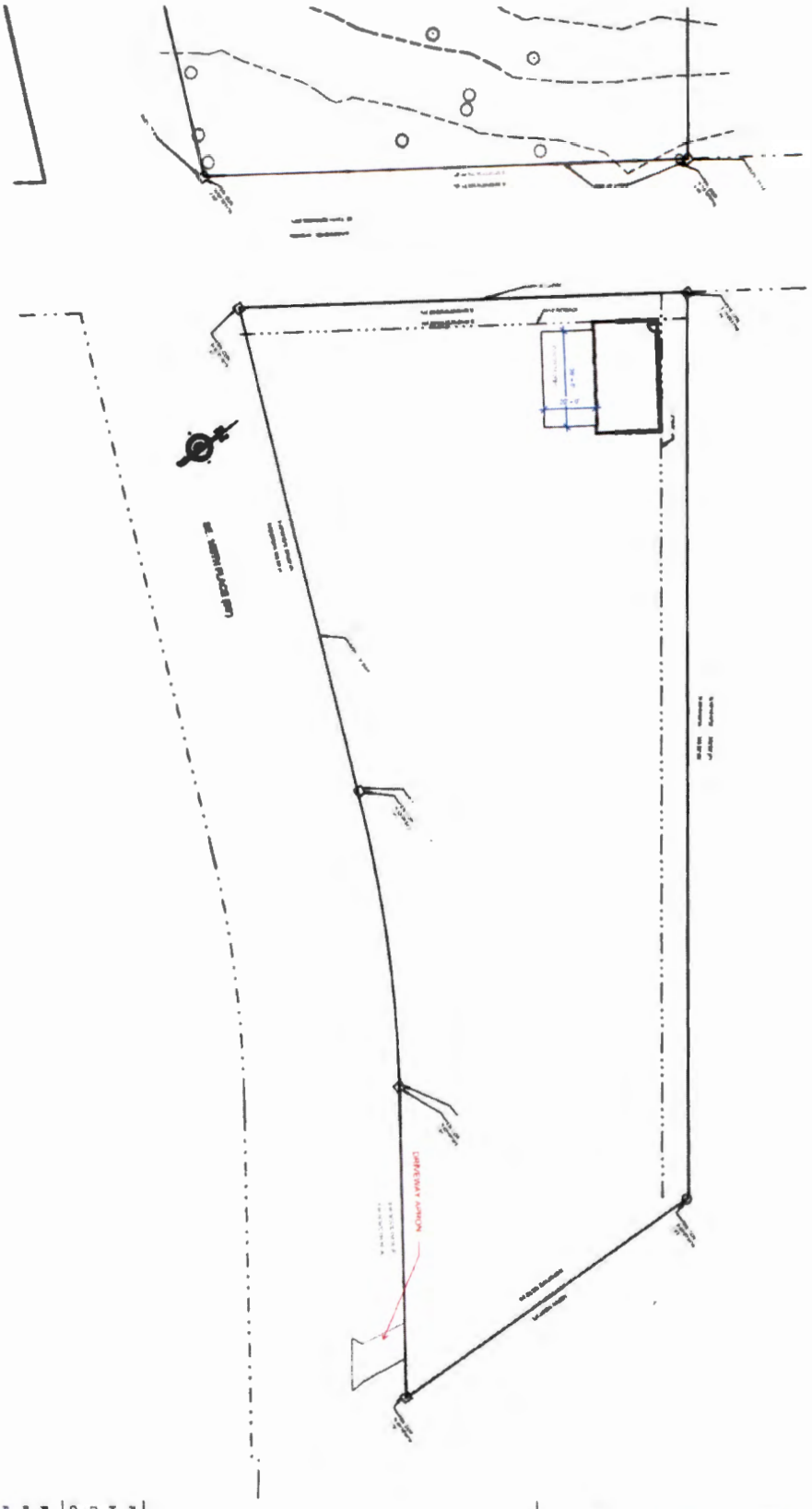
DULY ADOPTED in regular session this 2nd day of June 2026.

ATTEST:

GREGORY S. HARRELL, CLERK

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

CARL ZALAK, III, CHAIRMAN



Project Number	2025-004
Issue	
Drawn By	
Checked By	
Revision 1 Date	
Revision 2 Date	
Revision 3 Date	
Revision 4 Date	

Site

A0.1

8/6/2025 11:10:00 AM

John Merrill HOMES

EXHIBIT A

GARAGE

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

June 11, 2026

Gregory C. Harrell
Clerk of Court
Marion County
P.O. Box 1030
Ocala, FL 34478-1030

Dear Gregory Harrell:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Marion County Ordinance No. 26-24, which was filed in this office on June 11, 2026.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

Debra Lewter

From: County Ordinances <CountyOrdinances@dos.fl.gov>
Sent: Thursday, June 11, 2026 03:20 PM
To: Debra Lewter; County Ordinances
Cc: Debra Windberg; Susan Mills McAllister
Subject: RE: MRN20260603_ORDINANCE_2026_24
Attachments: Marion20260611_Ordinance26_24_Ack.pdf

Good afternoon,

Attached is the acknowledgement letter for Marion County Ordinance 26-24.

Thank you,

David Parrish
Government Operations Consultant II
Office of the General Counsel
Department of State
Room 701 – The Capitol – Tallahassee, FL
P: (850) 245-6270

From: Debra Lewter <DebraL@marioncountyclerk.org>
Sent: Wednesday, June 10, 2026 5:03 PM
To: County Ordinances <CountyOrdinances@dos.fl.gov>
Cc: Debra Windberg <DebraW@marioncountyclerk.org>; Susan Mills McAllister <SusanM@marioncountyclerk.org>
Subject: MRN20260603_ORDINANCE_2026_24

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good afternoon Ms. Grosenbaugh,

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of Marion County Ordinance 26-24, which was adopted by the Marion County Board of County Commissioners on Wednesday, June 3, 2026.

Please advise our office of the date on which this Ordinance was filed.

Thank you in advance for your cooperation in this matter.

Sincerely,

Debra Lewter
Clerk, Commission Records
352-671-5620 | DebraL@marioncountyclerk.org
Office of Gregory C. Harrell
Marion County Clerk of Court and Comptroller
PO Box 1030, Ocala FL 34478-1030
352-671-5604 | www.marioncountyclerk.org
"Here to serve and protect the public trust"

Debra Lewter

From: Debra Lewter
Sent: Wednesday, June 10, 2026 05:03 PM
To: CountyOrdinances@dos.myflorida.com
Cc: Debra Windberg; Susan Mills McAllister
Subject: MRN20260603_ORDINANCE_2026_24
Attachments: MRN20260603_ORDINANCE_2026_24.pdf

Good afternoon Ms. Grosenbaugh,

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of Marion County Ordinance 26-24, which was adopted by the Marion County Board of County Commissioners on Wednesday, June 3, 2026.

Please advise our office of the date on which this Ordinance was filed.

Thank you in advance for your cooperation in this matter.

Sincerely,

ORDINANCE NO. 26-24

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, RELATING TO THE BAHIA OAKS MUNICIPAL SERVICE TAXING UNIT FOR STREET LIGHTING; AMENDING ORDINANCE NUMBERS 97-26 AND 05-13, CODIFIED AS ARTICLE XXXIII OF THE MARION COUNTY CODE TO AMEND THE NAME OF BAHIA OAKS MUNICIPAL SERVICE TAXING UNIT FOR STREET LIGHTING TO BAHIA OAKS MUNICIPAL SERVICE BENEFIT UNIT FOR STREET LIGHTING; AMENDING SECTION 12-479, BY INCREASING THE MAXIMUM ASSESSMENT RATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION IN CODE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board established the Bahia Oaks Municipal Service Taxing Unit for Street Lighting (the "MSTU") in Ordinance No. 97-26, codified as Article XXXIII of the Marion County Code; and

WHEREAS, Ordinance No. 97-26 provides that the purpose of the MSTU is for providing municipal services within its boundaries; and

WHEREAS, such municipal services are funded by non-ad valorem assessments on a per parcel basis and provide special benefit to the properties within its boundaries; and

WHEREAS, the services provided by said MSTU were initially funded through a special assessment not to exceed $60.00 per parcel; and

WHEREAS, the Board desires that Ordinance No. 97-26 and 05-13 now be amended to change the name of the Bahia Oaks Municipal Service Taxing Unit for Street Lighting to "Bahia Oaks Municipal Service Benefit Unit for Street Lighting" to better describe the legal status of the unit with regard to its powers, purpose, and structure; and

WHEREAS, the Board has also determined it is necessary to increase the maximum per parcel annual special assessment rate for the unit to one hundred dollars ($100.00) per year to allow for adequate funding for municipal services benefiting the subdivision; and

WHEREAS, the adoption of this ordinance will better codify the structure of the unit which promotes the health, safety, and welfare of the citizens of Marion County, Florida; and

NOW THEREFORE, BE IT ORDAINED, by the Board of County Commissioners of Marion County, Florida, as follows:

SECTION 1. RECITALS. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. CODE AMENDMENT. The Marion County Code of Ordinances, Chapter **2 Amendments.** Per section 1-6.3 – Amendments to Code; effect of new ordinance; amendatory language, of the Marion County Code, **Chapter 12** of the Marion County Code, **Municipal Service Taxing Units, Article XXXIII Bahia Oaks Municipal Service Taxing Unit for Street Lighting** is hereby amended as follows (additions shown in underline text and deletions are shown in ~~strikeout~~ text):

ARTICLE XXXIII. - BAHIA OAKS MUNICIPAL SERVICE BENEFIT ~~TAXING~~ UNIT FOR STREET LIGHTING.

Sec. 12-476. - Established.

There is hereby established pursuant to the authority of section 125.01 (1)(q), Florida Statutes, the Bahia Oaks Municipal Benefit ~~Service~~ Taxing Unit for Street Lighting as follows:

(1) The area for the Bahia Oaks Municipal Service Benefit ~~Taxing~~ Unit for Street Lighting shall consist of the Bahia Oaks Subdivision as recorded in Plat Book "L", at Pages 65 and 66 of the Public Records of Marion County, Florida.(2)The governing body for the Bahia Oaks Municipal Service Benefit ~~Taxing~~ Unit for Street Lighting shall be the board of county commissioners of Marion County, Florida,, as provided for in section 125.01(2), Florida Statutes.

Sec. 12-477. - Purposes.

The Bahia Oaks Municipal Service Benefit ~~Taxing~~ Unit for Street Lighting is hereby established for the purpose of providing municipal services in the area described in section 12-476 above, as authorized by section 125.01(q), Florida Statutes.

Sec. 12-478. - Powers of the governing body.

The board of county commissioners of Marion County, Florida, as governing body of the Bahia Oaks Municipal Benefit ~~Service~~ Taxing Unit for Street Lighting is empowered:

(1) To sue and be sued in the name of the unit.

(2) To adopt and use a seal and authorize use of a facsimile thereof.

(3) To acquire in the name of the Bahia Oaks Municipal Service Benefit ~~Taxing~~ Unit for Street Lighting by purchase, gift, or the exercise of right of eminent domain, such lands and rights and interests therein, including lands under water and riparian rights and to acquire such personal property as it may deem necessary in connection with the furnishings of services authorized by this article and to hold and dispose of all real and personal property under its control; providing, however, nothing herein contained shall authorize the power of eminent domain to be exercised beyond the limits of the unit.

(4) To make and execute contracts and other instruments necessary or convenient to the exercise of its powers.

(5) To employ and fix the compensation of employees of the unit.

(6) To authorize compensation for members of an advisory board for per diem, travel, and other reasonable expenses for meetings, hearings, and other official business, consistent with section 112.061, Florida Statutes.

(7) To contract for the services of engineers, attorneys, accountants, financial, or other consultants and such other agents as the board of county commissioners may require or deem necessary to accomplish the purposes of the unit.

(8) To borrow money and accept gifts; to convey real or personal property; to apply for and use grants or loans of money or other property from the United States, the State of Florida, a local unit of government or any other person for any unit purposes of the Bahia Oaks Municipal Service Benefit ~~Taxing~~ Unit for Street Lighting and to enter into agreements required in connection therewith; and to hold, use, and dispose of such monies or property for any unit purposes in accordance with the terms of the gift or grant, loan, or agreement relating thereto.

(9) To acquire, construct, operate, maintain, equip, improve, extend, enlarge, or improve capital projects within or without the Bahia Oaks Municipal Service Benefit ~~Taxing~~ Unit for Street Lighting to perform the specialized public function or services herein provided.

(10) To maintain an office at such place or places as it may designate within or without such unit.

(11) To adopt by-laws, rules and regulations, resolutions and orders for its own proceedings.

(12) To make use of any public easements, dedications to public use, plat reservations of specific public purposes within the boundaries of the Bahia Oaks Municipal Service Benefit ~~Taxing~~ Unit for Street Lighting for those purposes authorized by the unit.

(13) To lease as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, any projects of the type that the Bahia Oaks Municipal Service Benefit ~~Taxing~~ Unit for Street Lighting is authorized to undertake any facilities or properties of any nature for the use of the unit to carry out any of the purposes of this article as now in effect or hereafter amended.

(14) To issue general obligation bonds, certificates, warrants, notes or other evidences of indebtedness as hereinafter provided; to levy such tax as may be authorized; and to establish a budget and a fiscal year.

(15) To issue general obligation bonds, revenue bonds, special assessment bonds or combination thereof to finance the cost of capital improvement projects authorized by the article as now in effect or hereafter amended; the procedure for issuing such revenue or assessment bonds or the levying of special assessments shall be in the manner provided by law.

(16) To levy and assess per parcel special assessments authorized by law to pay the cost of such specialized public functions or services as are provided for in the article as now or hereafter amended.

(17) To contract with municipalities, cities, towns, counties, or other political subdivisions, public corporations, or persons; to provide or receive such specialized public functions or services.

(18) To provide for an advisory council and appoint its members. The composition of the advisory council and the terms of office for its members shall be set forth in the resolution providing for such advisory council.

Sec. 12-479. - Authorizing special assessments on a per parcel basis.

(a) Municipal services as authorized by this article may be funded by special assessments on a per parcel basis.

(b) For the fiscal year beginning October 1, 2005, and each year thereafter, there shall be levied a special assessment not to exceed ~~sixty dollars ($60.00)~~ one hundred dollars ($100.00) per parcel. The board may adjust assessments against individual parcels on the basis of justice and right.

(c) For purposes of this section "parcel" means a platted lot or tract as shown on the plats referred to in section 12-476.

Sec. 12-480. - Budget.

The annual fiscal year for the operation of the Bahia Oaks Municipal Service Benefit ~~Taxing~~ Unit for Street Lighting shall run from October 1st of each year to September 30th of the following year. The board of county commissioners of Marion County, Florida, on or before September 30th of each year shall hold a public hearing and adopt a budget setting forth the amounts necessary for the costs and expenses of furnishing municipal services authorized by this article, which budget shall serve as a basis for the annual levying of assessments herein provided for. All funds received shall be part of the general funds of Marion County but shall be separately accounted for with respect to other county funds.

Sec. 12-481. - Collection of special assessments.

The Marion County Property Appraiser shall furnish to the board of county commissioners a tax roll covering all taxable properties within the territorial limits of the Bahia Oaks Municipal Service Benefit ~~Taxing~~ Unit for Street Lighting upon which rolls the board will place the levy for each specially assessed parcel of property shown thereon. A property owner in such municipal service taxing unit shall have the right to file a written protest of the proposed assessment, the amount and rate thereof, and to appear before the board in support of such protest. The board shall hold a meeting or meetings to consider and act upon any such protest. The board shall adopt a resolution fixing the rate of assessments and shall return the county tax roll to the Marion County Property Appraiser having first noted thereon the levy against each parcel of property described therein. The Marion County Property Appraiser shall then include in the county tax roll and on all required notices the assessments thus made by the board and the same shall be collected in the manner and form as provided for the collection of county taxes and paid over by the Marion County Tax Collector to the board.

Sec. 12-482. - Liens on property.

Special assessments for municipal services shall be a lien upon the land so assessed until special assessments have been paid, and if the same becomes delinquent, shall be considered a part of the county tax subject to the same penalties, charges, fees, and remedies for enforcement and collection, and shall be enforced and collected as provided by the laws of Florida for the collection of such taxes.

Sec. 12-483. - Expenditure of tax revenue.

No funds of the Bahia Oaks Municipal Service Benefit ~~Taxing~~ Unit for Street Lighting shall be used for any purposes other than the administration of the affairs of the unit.

Sec. 12-484. - Reimbursement of funds for administrative assistance by county officers.

All costs and expenses incurred by a constitutional officer of Marion County, Florida, in performing any of the provisions of this article shall be reimbursed by the Bahia Oaks Municipal Service Benefit ~~Taxing~~ Unit for Street Lighting to said constitutional officer. Such reimbursement, however, shall not exceed eight (8) percent of the revenue collected within the Bahia Oaks Municipal Service Benefit ~~Taxing~~ Unit for Street Lighting within any twelve-month period.

SECTION 3. SEVERABILITY. It is hereby declared to be the intent of the Board of County Commissioners of Marion County that if any section, subsection, clause, phrase, provision of this ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

SECTION 4. REPEAL OF ORDINANCES. All ordinances, or parts of ordinances, in conflict with this ordinance are to the extent of such conflict hereby repealed.

SECTION 5. INCLUSION IN CODE. It is the intention of the Board of County Commissioners of Marion County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Marion County, Florida, that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section", "article" or other appropriate designation.

SECTION 6. EFFECTIVE DATE. A certified copy of this Ordinance shall be filed with the Department of State by the Clerk within ten days after enactment by the Board and shall take effect upon receipt of official acknowledgment of filing as provided in Section 125.66(2), Florida Statutes.

DULY ADOPTED on this 3 day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

CARL ZALAK, III, CHAIRMAN

ATTEST:

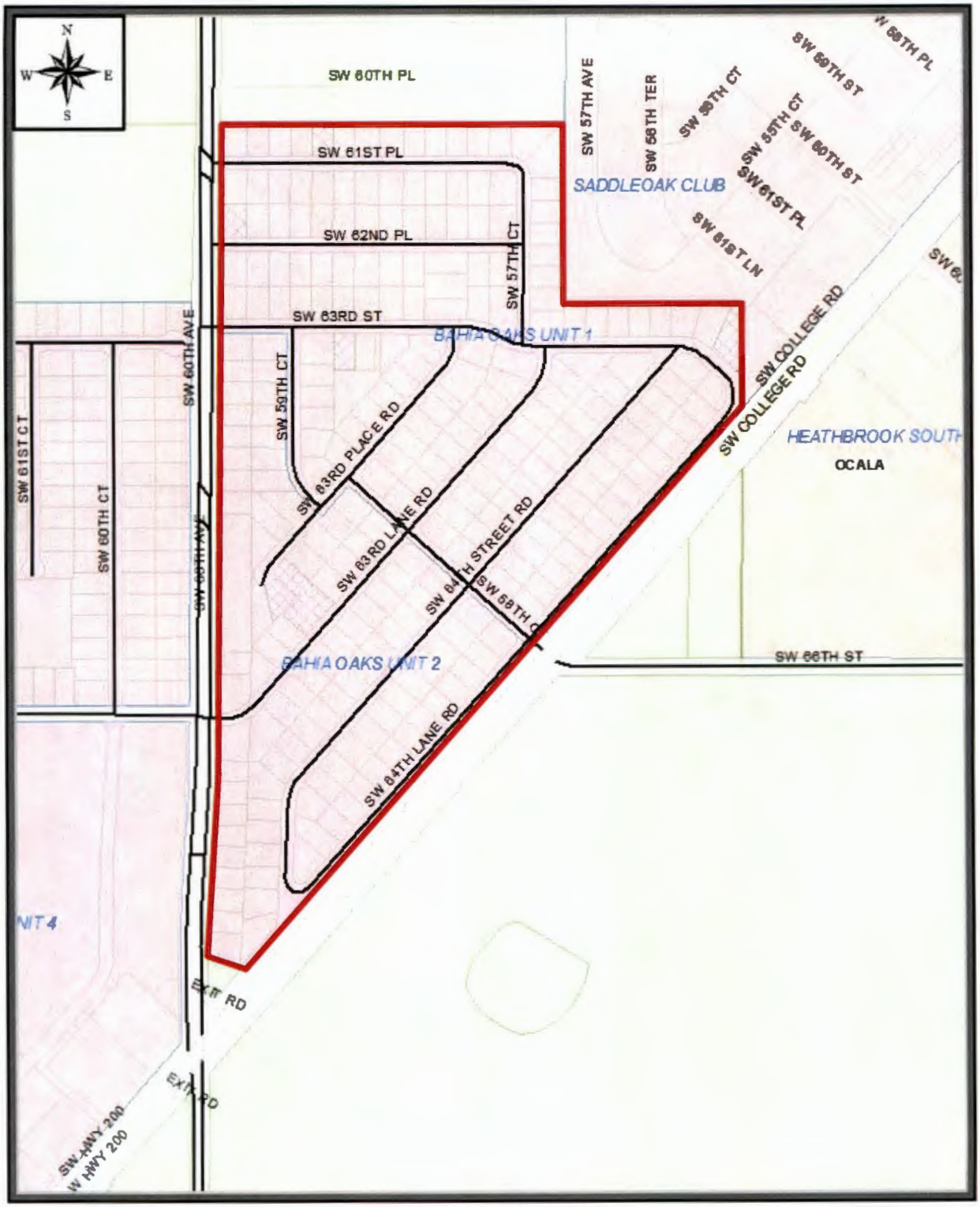
GREGORY C. HARRELL, CLERK

APPROVED AS TO FORM:

MATTHEW G. MINTER, COUNTY ATTORNEY

RECEIVED NOTICE FROM SECRETARY OF STATE ON JUNE 11, 2026 ADVISING ORDINANCE WAS FILED ON JUNE 11, 2026.

Bahia Oaks MSTU – Street Lighting Only



Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23458 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.3.2.

SUBJECT:
Present Administrative Budget Transfer Report for FY 2025-26

INITIATOR:
Audrey L. Fowler, Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Attached is the Administrative Budget Transfer Report as required by Commission Policy 19-01.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Information only.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATIVE BUDGET TRANSFER REPORT

06/05/2026 to 06/25/2026

Prepared by: Gregory C. Harrell, Marion County Clerk of Court and Comptroller - Budget Department

Pursuant to Florida Statute 129.06, Execution and Amendment of Budget, the County Budget Officer has executed the following Budget Transfers as authorized by the Marion County Board of County Commissioners, Commission Policy 19-01. The Budget Transfers adhere to the following conditions:

A.The budget transfer does not change the total expenditure appropriations of a Cost Center; and
B.The transfer adheres to the following account restrictions:
i. The transfer occurs between personnel expenditure accounts (line item account codes 510000 through 529999); or
ii. The transfer occurs between operating expenditure accounts (line item account codes 530000 through 559999); and
C.The transfer per line item account is $10,000 or less; and
D.The transfer is approved by the County Administrator; and
E.The transfer is reviewed and approved by the County Budget Officer.

General Fund

Public Relations

Journal Number # 2026-9-1337 *Date Executed:* 06/23/2026

Additional funding is needed in the Computer Software account to cover an invoice for the renewal of two ProPresenter software licenses through Renewed Vision. To provide sufficient funding for this expense, $600 will be transferred from the Dues and Memberships account to the Computer Software account.

	Fund	Dept	Account	Account Name	Amount
From	0010	106	554201	Dues and Memberships	$600
To	0010	106	552106	Computer Software	$600

DUI Court

Journal Number # 2026-9-1109 *Date Executed:* 06/22/2026

A budget transfer is needed to cover the cost of remote alcohol monitoring services for DUI Court participants. The current allotment is insufficient due to increasing costs and the number of program participants. The transfer reallocates unspent funds from other line items to pay for the increase. These funds were available since the state paid for some of the employee conference travel and other miscellaneous expenses.

	Fund	Dept	Account	Account Name	Amount
From	0010	290	540101	Travel and Per Diem	$2,000
From	0010	290	547101	Printing and Binding	$500
From	0010	290	548101	Promotional Activities	$500
From	0010	290	552108	Operating Supplies	$1,500
To	0010	290	531109	Professional Services	$4,500

Parks and Recreation

Journal Number # 2026-9-1508 *Date Executed:* 06/19/2026

Parks & Recreation is requesting approval to transfer funds from Operating Supplies to Printing and Binding to cover the cost of printing rental waiver agreements for KP Hole. These agreements are required for all visitors renting equipment to acknowledge park rules, safety requirements, and liability terms prior to participation. Due to the high volume of rentals at KP Hole, printing costs have exceeded the amount originally budgeted in the printing and binding account. This transfer will provide sufficient funding to meet operational needs and ensure waivers remain available for customers through the remainder of FY26.

	Fund	Dept	Account	Account Name	Amount
From	0010	360	552108	Operating Supplies	$1,900
To	0010	360	547101	Printing and Binding	$1,900

Southeastern Livestock Pavilion

Journal Number # 2026-9-1510 *Date Executed:* 06/23/2026

The Southeastern Livestock Pavilion (SELP) is requesting to transfer funds from Travel and Per Diem into Operating Supplies - Computer Hardware to replace the projector in the recreation hall. The existing projector is no longer functional and has reached the point where replacement is necessary to support meetings, trainings, rentals, and other facility activities. After evaluating the equipment, Information Technology (IT) staff recommended replacing the projector with a smart TV as the most cost effective and practical solution. This transfer will allow the facility to maintain reliable presentation capabilities while utilizing available funds within the current fiscal year.

	Fund	Dept	Account	Account Name	Amount
From	0010	370	540101	Travel and Per Diem	$700
To	0010	370	552116	Operating Supplies Computer Hardware	$700

Southeastern Livestock Pavilion

Journal Number # 2026-9-1516 *Date Executed:* 06/23/2026

The Southeastern Livestock Pavilion (SELP) is requesting approval to transfer funds from Travel and Per Diem to Utility Services–Waste Disposal to support increased operational needs at the SELP. Waste disposal expenses have exceeded the amount originally budgeted due to rising service costs and a higher volume of debris generated through ongoing facility maintenance and grounds operations. The current budget is not sufficient to cover projected waste disposal expenses through the end of FY26. This transfer will ensure the facility can continue maintaining a clean and safe environment for visitors, exhibitors, and event participants.

	Fund	Dept	Account	Account Name	Amount
From	0010	370	540101	Travel and Per Diem	$260
To	0010	370	543102	Utility Services Waste Disposal	$260

Fine and Forfeiture Fund

State Attorney Technology

Journal Number # 2026-9-908 *Date Executed:* 06/09/2026

The State Attorney's Office (SA05) has insufficient funding in Contract Services – Other – Miscellaneous to cover current invoices related to the 4th Floor project. A budget transfer is requested from Training and Education to Contract Services – Other – Miscellaneous to provide adequate funding for these expenditures and ensure timely
payment of outstanding project-related invoices.

	Fund	Dept	Account	Account Name	Amount
From	1010	206	555501	Training and Education	$2,100
To	1010	206	534101	Contract Serv Other Misc	$2,100

Crime Prevention Fund

Crime Prevention

Journal Number # 2026-9-91 *Date Executed:* 06/09/2026

R.A.D. Suits & instruction manuals need to be purchased for R.A.D. training classes. This is for new suits for trainers and manuals for class participants. Funds are being transferred from Promotional Activites into Training Materials & Supplies to cover that expense.

	Fund	Dept	Account	Account Name	Amount
From	1011	250	548101	Promotional Activities	$8,000
To	1011	250	555301	Training Materials and Supplies	$8,000

County Transportation Maintenance Fund

Transportation

Journal Number # 2026-9-962 *Date Executed:* 06/18/2026

Training Materials & Supplies requires an increase to purchase books for leadership groups. $50 will be transferred from Office Supplies.

	Fund	Dept	Account	Account Name	Amount
From	1020	400	551101	Office Supplies	$50
To	1020	400	555301	Training Materials and Supplies	$50

Building Safety Fund

Building Safety

Journal Number # 2026-9-2147 *Date Executed:* 06/23/2026

The current expenditure budget appropriation is inadequate because notary certification costs were originally budgeted under Operating Supplies based on prior coding practices; however, Procurement has since clarified that these expenses must be charged to the Dues & Memberships account, leaving that account without sufficient funds to cover the required certifications. To resolve this issue, $2,500 will be transferred from Operating Supplies, where the original allocation for these expenses remains available, to ensure the costs are properly aligned with accounting practices. This is a recurring need, as notary certification is an ongoing requirement for employees as part of their position descriptions, and the FY 27 budget has been adjusted to allocate the necessary funding directly to Dues and Memberships to ensure proper coding and eliminate the need for future transfers.

	Fund	Dept	Account	Account Name	Amount
From	1141	318	552108	Operating Supplies	$2,500
To	1141	318	554201	Dues and Memberships	$2,500

Silver Springs Shores Special Tax District

Silver Springs Shores

Journal Number # 2026-9-1621 *Date Executed:* 06/23/2026

We request a transfer of $3,000 to Repairs/Maint – Pools – Community Center due to increased costs for pool chemicals and supplies. To support this adjustment, we have identified available funds in Repairs/Maint – Buildings & Grounds, which can be used for this one-time transfer. This is a non-recurring issue, and the budget for this line item has already been increased for next year to prevent similar shortfalls.

	Fund	Dept	Account	Account Name	Amount
From	1320	520	546101	Repairs and Maint Bldgs and Grnds	$3,000
To	1320	520	546121	Repairs and Maint Pools Community Center	$3,000

Golden Hills MSTU for General Services

Golden Hills General Services

Journal Number # 2026-9-1685 *Date Executed:* 06/23/2026

Due to rising electric rates and the installation of additional streetlights within the Golden Hills Turf and Country Club subdivision, additional funding must be allocated to the Utility Services – Street Light budget. To address this need, funds have been identified in Other Current Charges – Miscellaneous Expenses, where expenditures have been lower than anticipated. This is a recurring issue, and a public hearing was held on June 3, 2026, to approve an increase in the annual assessment. The approved increase will generate additional revenue for the next fiscal year and help support ongoing utility costs.

	Fund	Dept	Account	Account Name	Amount
From	1408	648	549990	Other Current Charges Misc Expenses	$6,000
To	1408	648	543201	Utility Services Street Light	$6,000

Marion County Utility Fund

Utilities Management

Journal Number # 2026-9-29 *Date Executed:* 06/23/2026

In June of 2025, the new digital sign was put into service, which allows Utilities and Public Information Services to display messages for the citizens. The estimated power expense was an unknown and the actual costs are slightly higher than was budgeted, requiring additional funds in Utility Services for the Management organization. In addition, fleet repairs are slightly higher than were budgeted, requiring additional funds in Repairs and Maintenance – Fleet repairs.

	Fund	Dept	Account	Account Name	Amount
From	4520	440	549990	Other Current Charges Misc Expenses	$5,000
From	4520	440	544301	Rentals and Leases Land	$1,000
To	4520	440	543101	Utility Services Elc Wtr Swr	$1,000
To	4520	440	546257	Repairs and Maint Fleet Management	$5,000

Utilities Water System

Journal Number # 2026-9-30 *Date Executed:* 06/23/2026

In Water Operations, increasing costs per service and an increase in returns for repairs, has created a need for additional funds in the Postage and Freight object. With the installation of new permanent generators at 4 water plants, crane rental was needed, which requires additional funds in Rent and Leases – Equipment. In anticipation of fuel prices staying elevated, additional funds are needed in the Gasoline, Oil and Lubricants object. Cold weather required more cold weather supplies (jackets and gloves) for the Other Supplies – PPE object. Due to inflation, costs for Fleet repairs are higher than expected.

	Fund	Dept	Account	Account Name	Amount
From	4520	442	552257	Parts Vehicle and Equipment	$8,500
To	4520	442	544101	Rentals and Leases Equipment	$1,000
To	4520	442	546257	Repairs and Maint Fleet Management	$2,000
To	4520	442	552101	Gasoline Oil and Lubricants	$4,500
To	4520	442	552119	Operating Supplies - PPE	$500
To	4520	442	542201	Postage and Freight	$500

Insurance Fund

Risk and Benefit Services

Journal Number # 2026-9-624 *Date Executed:* 06/09/2026

The current expenditure budget in Printing and Binding is inadequate because we had to purchase Risk vehicle cards for all county vehicles, which consumed a large portion of the budget normally used for envelopes needed to mail materials to employees and retirees. To address this issue, we identified Office Supplies account as the funding source, since most supplies are shared with Human Resources and that account has sufficient funds to cover the remainder of the fiscal year. This is a non recurring issue as no additional Risk vehicle cards should be required moving forward.

	Fund	Dept	Account	Account Name	Amount
From	5010	162	551101	Office Supplies	$320
To	5010	162	547101	Printing and Binding	$320

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23520 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.3.3.

SUBJECT:
Present Regular Report of Utilization for Reserve for Contingencies

INITIATOR:
Audrey L. Fowler, Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Attached is the Regular Report of the Utilization of Reserve for Contingencies for the General Fund.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Information only.

Marion County Clerk of Court and Comptroller

Board of County Commissioners

Budget Department

Gregory C. Harrell
Marion County Clerk of Court and Comptroller

Post Office Box 1030, Ocala, Florida 34478-1030
19 NW Pine Avenue, Ocala, Florida 34475

Audrey L. Fowler
Budget Director
Telephone: (352) 671-5508

MEMO TO: Gregory C. Harrell, Marion County Clerk of Court and Comptroller

FROM: Audrey L. Fowler, Budget Director

SUBJECT: Report of Utilization of Reserve for Contingencies

DATE: July 7, 2026

Below is the regular report of the Utilization of Reserve for Contingencies for the General Fund.

Please contact me if additional information is needed.

Marion County Board of County Commissioners
Utilization of Reserve for Contingencies - General Fund
Fiscal Year 2025-26

	Date	Description	Balance
Beginning Balance: October 1, 2025			$ 1,924,368
	10/21/2025	Constitutional Officer Salary Adjustment	$ (6,697)
	10/21/2025	America250 Project	(75,000)
	12/02/2025	Aid to Private Organization Humane Society, VOCAL, and Sheltering Hands	(150,000)
Balance:	06/16/2026		$ 1,692,671
Proposed:	07/07/2026	No Amendments Proposed	
Tentative:	07/07/2026		$ 1,692,671

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23380 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.4.1.

SUBJECT:
Code Enforcement Board (CEB) - May 13, 2026

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Code Enforcement Board (CEB) - May 13, 2026.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

NOTICE TO ALL PARTIES

UNLESS OTHERWISE INDICATED HEREIN, FIFTEEN MINUTES PER SIDE HAS BEEN RESERVED FOR THE PRESENTATION OF EVIDENCE IN EACH CASE. WRITTEN REQUEST FOR ADDITIONAL TIME SHALL BE DELIVERED TO THE BOARD SECRETARY AT THE MARION COUNTY GROWTH SERVICES BUILDING, 2710 EAST SILVER SPRINGS BOULEVARD, OCALA, FLORIDA 34470, PRIOR TO TWO DAYS BEFORE THE SCHEDULED HEARING. ABSENT SUCH TIMELY, WRITTEN REQUEST FOR ADDITIONAL TIME, YOU MAY NOT BE ALLOWED ADDITIONAL TIME TO PRESENT YOUR CASE.

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

Board members present were Vice-Chairperson Tom Gaver, Gary Ernst, David Francis, Clifford Wilson, Dennis Strow, and alternate board member Jeff Ball. Board Attorney Tom Dobbins, Chief Assistant County Attorney Dana Olesky, and Board Secretary Xiomara Almenas were present.

1. ADOPT MINUTES

Dennis Strow made a motion to accept the Code Enforcement Board minutes from the April 08, 2026 regular meeting. Second by Gary Ernst. Passed by unanimous decision.

2. SWEARING IN OF OFFICERS

Code Enforcement Manager Robin Hough, Code Enforcement Supervisors Tracy Gillyard and Tom Sapp, Code Enforcement Officers Scott Anderson, Maureen Bennett, Gabino Cortes, Staci Dees, Lester Holly, Marianne Lopez, Catherine Martinez, Andrew Moss, Erika Nash and Marcos Pluas were sworn in to be under oath.

3. NEW BUSINESS

3.1. CE25-0395-ML Manuel Planas Santos & JB Express Transport Inc

Code Enforcement Officer Marianne Lopez presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) Manuel Planas Santos was present and gave testimony. Christina Franco translated for the respondent.

Dennis Strow made a motion that this Board find Manuel Planas Santos & JB Express Transport Inc violated Marion County Land Development Code, Article 4, Division 3, Section 4.3.21, Parking of commercial vehicles; however, the violation(s) has been cleared, and the violator(s) is (are) reminded that should any of the aforementioned violation(s) recur it (they) may be treated as a repeat violation(s). Second by Gary Ernst. Passed by unanimous decision.

3.2. CE26-1066-TG Jose A Serrano Ojeda & Ludoan Irene Vazquez

Removed.

3.3. CE26-1108-TG Tahsin Sallaj

Code Enforcement Supervisor Tracy Gillyard presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) was not present.

Dennis Strow made a motion that this Board find Tahsin Sallaj violated Marion County Code, Chapter 19, Article VI, Sec 19-277, Commercial backflow prevention program requirements, and Sec 19-284, Backflow prevention assembly testing; and that they be fined $500 for the repeat violation and further be directed to clear the violations on or before June 4, 2026, or be fined an additional $1,000 a day for each day the violations continue past the date set for compliance up to a maximum of $10,000; and then authorize the County to abate the violations if not in compliance and charge the violator the cost of the abatement. Second by Jeff Ball. Passed by unanimous decision.

3.4. 998494-LH Sadie Mae Truesdale Est

Code Enforcement Supervisor Tracy Gillyard presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) was not present.

Dennis Strow made a motion that this Board find Sadie Mae Truesdale Est violated Marion County Code Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles; and that they be directed to clear the violation(s) on or before June 4, 2026 or be fined $50 a day for each day the violation continues past the date set for compliance up to a maximum of $3,000. Second by Clifford Wilson. Passed by unanimous decision.

3.5. CE25-0310-LH James Hall

Code Enforcement Officer Lester Holly presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) James Hall was present and gave testimony.

Gary Ernst made a motion that this Board find James Hall violated Marion County Code Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles; and that they be directed to clear the violation(s) on or before July 2, 2026 or be fined $100 a day for each day the violation continues past the date set for compliance up to a maximum of $6,000. Second by Jeff Ball. Passed by unanimous decision.

3.6. 996534-GC Humberto Jafet Ayoroa-Sosa

Code Enforcement Officer Gabino Cortes presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) Humberto Jafet Ayoroa-Sosa was present and gave testimony.

Dennis Strow made a motion that this Board find Humberto Jafet Ayoroa-Sosa violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, Marion County Land Development Code, Article 2, Division 22, Section 2.22.1, Right-of-way utilization, Marion County Land Development Code, Article 4, Division 2, Section 4.2.9, Residential Zoning Classifications, by operating a business in an improper zone, and Marion County Land Development Code, Article 4, Division 3, Section 4.3.21, Parking of commercial vehicles, by having more than one pick-up truck and equipment attached not exceeding 16,000 lbs utilized for commercial purposes within a residential zoning classification and not parked within a garage; and that he be directed to clear the violation(s) on or before June 4, 2026 or be fined $200 a day for each day the violation(s) continue(s) past the date set for compliance up to a maximum of $12,000. Second by Clifford Wilson. Passed by unanimous decision.

3.7. 997039-GC Marjorie Ritterhoff

Code Enforcement Officer Gabino Cortes presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) Marjorie Ritterhoff was present and gave testimony.

Dennis Strow made a motion that this Board find Marjorie Ritterhoff violated Marion County Chapter 15, Article II, Section 15-39; Building numbers not properly displayed, and Marion County Code, 16, Article III, Sec 16-92; Accumulation of junk; unserviceable vehicles; however, the violations have been cleared, and the violator(s) is (are) reminded that should any of the aforementioned violation(s) recur it (they) may be treated as a repeat violation(s). Second by Gary Ernst. Passed by unanimous decision.

3.8. 999377-SA **Albert E Hall Jr**

Code Enforcement Officer Scott Anderson presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) Albert E Hall Jr was present and gave testimony.

Dennis Strow made a motion that this Board find Albert E Hall Jr violated Marion County Code Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles; and that they be directed to clear the violation(s) on or before July 2, 2026 or be fined $50 a day for each day the violation(s) continue(s) past the date set for compliance up to a maximum of $3,000. Second by Gary Ernst. Passed by unanimous decision.

3.9. CE25-0373-SA **Todd L Fandel & Melinda C Fandel**

Code Enforcement Supervisor Tom Sapp presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) was not present.

Dennis Strow made a motion that this Board find Todd L Fandel & Melinda C Fandel violated Marion County Code Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles; and that they be directed to clear the violation(s) on or before June 4, 2026 or be fined $50 a day for each day the violation continues past the date set for compliance up to a maximum of $3,000. Second by David Francis. Passed by unanimous decision.

3.10. CE26-0640-SA **Claudia L Sanborn & Richard F Tucker**

Code Enforcement Supervisor Tom Sapp presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) Richard F Tucker was present and gave testimony.

Dennis Strow made a motion that this Board find Claudia L Sanborn & Richard F Tucker violated Marion County Code Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, Marion County Code Chapter 2, Article V, Section 2-205(c) & 2-207(a) Repeat violation, and Marion County Land Development Code, Article 4, Division 2, Sec. 4.2.6, Requirements for all residential classifications, by allowing primitive camping in residential zoning and that they be fined $500 for the repeat violation; however, the violation(s) has been cleared, and the violator(s) is (are) reminded that should any of the aforementioned violation(s) recur it (they) may be treated as a repeat violation(s). Second by Gary Ernst. Passed by unanimous decision.

3.11. CE26-0711-SA **Nelson Q Valentin**

Code Enforcement Officer Scott Anderson presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) George Perez was present and gave testimony.

Jeff Ball made a motion that this Board find Nelson Q Valentin violated Marion County Land Development Code, Article 4, Division 2, Section 4.2.6.D, Requirements for keeping chickens in residential zoning classifications; and that they be directed to clear the violation(s) on or before June 4, 2026, or be fined $50 a day for each day the violation continues past the date set for compliance up to a maximum of $3,000. Second by Dennis Strow. Passed by unanimous decision.

3.12. 998058-MB **Lynn Benjamin Cole**

Cleared and removed.

3.13. CE25-0091-MB **Salvador Antonio Cruz Est**

Cleared and removed.

3.14. CE26-0483-MB **Stacey N Link & Marc J Lantz**

Cleared and removed.

3.15. CE26-0534-MB **Mildred T Herrera Est**

Removed.

3.16. 982539-SL **Ryan Yolando Turner**

Cleared and removed.

3.17. 986129-SL **J & S Operating Properties LLC**

Code Enforcement Supervisor Tom Sapp presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) was not present.

Dennis Strow made a motion that this Board find J & S Operating Properties LLC violated Florida Building Code, Section 105.1 and Marion County Code, Chapter 5.5, Article II, Sections 5.5-31(a) & (b) and 5.5-35(b); Permit required, Florida Building Code, Section 111.2 and Marion County Code, Chapter 5.5, Article II, Sections 5.5-36(h), Certificate of Occupancy, by occupying a structure without a C.O., and Marion County Land Development Code, Article 4, Division 2, Section 4.2.12, Mixed residential (R-4) classifications, by having more than one residential dwelling on the property; and that they be directed to clear the violation(s) on or before June 4, 2026 or be fined $150 a day for each day the violation(s) continue(s) past the date set for compliance up to a maximum of $9,000. Second by Jeff Ball. Passed by unanimous decision.

3.18. 987839-AM **RBJ II Acquisitions LLC & Adam Shane Adkins**

Code Enforcement Officer Andrew Moss presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) Adam Shane Adkins and Dolores Hennesy were present and gave testimony.

Dennis Strow made a motion that this Board find RBJ II Acquisitions LLC violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and RBJ II ACQUISITIONS LLC and ADAM SHANE ADKINS violated Marion County Land Development Code, Article 4, Division 2, Section 4.2.6, Requirements for all residential zoning classifications, by having accessory use without a principal structure and occupying an RV in improper zone; Marion County Land Development Code, Article 4, Division 3, Section 4.3.27, by having accessory structure(s) without a principal structure on the property; and Marion County Land Development Code, Article 4, Division 3, Section 4.3.6.B, Manufactured home, park trailer, and recreational vehicle regulations, by storing RV(s) not owned or leased by the respondents; and that they be directed to clear the violation(s) on or before July 2, 2026, or be fined $200 a day for each day the violation(s) continue(s) past the date set for compliance up to a maximum of $12,000. Second by David Francis. Passed by unanimous decision.

3.19. 993131-SL **Lake Delancy LLC**

Cleared and removed.

3.20. 994369-AM **Filomena Correia**

Code Enforcement Officer Andrew Moss presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) Filomena Correia was present and gave testimony. Zoning Tech Cristina Franco and Humberto Ayoroa-Sosa also spoke on the matter.

Dennis Strow made a motion that this Board find Filomena Correia violated Marion County Land Development Code, Article 4, Division 2, Section 4.2.2, Agricultural Zoning

Classifications, by having accessory use and occupying an RV in an improper zone; and Marion County Land Development Code, Article 4, Division 3, Section 4.3.27 Accessory Structures, by having accessory structure without a principal structure on the property; and that she be directed to clear the violation(s) on or before July 30, 2026, or be fined $100 a day for each day the violation(s) continue(s) past the date set for compliance up to a maximum of $6,000. Second by David Francis. Passed by unanimous decision.

3.21. CE25-0167-SL WFRS Realty Trust

Code Enforcement Supervisor Tom Sapp presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) Eric Sylvestre sent an email that was read into record by Code Enforcement Supervisor Tom Sapp.

Jeff Ball made a motion that this Board find WFRS Realty Trust violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and Marion County Code, Chapter 16, Article I, Division 3, Section 16-61, Managing residential waste; and that they be directed to clear the violation(s) on or before July 30, 2026, or be fined $100 a day for each day the violation(s) continue(s) past the date set for compliance up to a maximum of $6,000. Second by Dennis Strow. Passed by unanimous decision.

3.22. AO677351-SD Gloria Ellen Glass

Code Enforcement Supervisor Tom Sapp presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) was not present.

Dennis Strow made a motion that this Board find Gloria Ellen Glass violated Marion County Code Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles; and that they be directed to clear the violation(s) on or before June 4, 2026, or be fined $50 a day for each day the violation continues past the date set for compliance up to a maximum of $3,000. Second by Gary Ernst. Passed by unanimous decision.

3.23. 991412-SD TWS Bluewater Investments LLC

Removed.

3.24. 992668-SD Michelle S Gray

Code Enforcement Supervisor Tom Sapp presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) was not present.

Dennis Strow made a motion that this Board find Michelle S Gray violated Marion County Code Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and Marion County Code Chapter 2, Article V, Section 2-205(c) & 2-207(a), Repeat violation; and that she be fined $500 for the repeat violation and further be directed to clear the violation(s) on or before June 4, 2026, or be fined $100 a day for each day the violation continues past the date set for compliance up to a maximum of $6,000. Second by David Francis. Passed by unanimous decision.

3.25. 997551-SD MRP Summerfield LLC

Code Enforcement Officer Stacie Dees presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) Fred McClary was present and gave testimony.

Dennis Strow made a motion that this Board find MRP Summerfield LLC violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles; however, the violation(s) has been cleared, and the violator(s) is (are) reminded that should any of the aforementioned violation(s) recur it (they) may be treated as a

repeat violation(s). Second by Gary Ernst. Passed by unanimous decision.

3.26. 998301-SD **William James Garfield Sr & Barbara L Garfield**

Cleared and removed.

3.27. CE26-0778-SD **Patrick Earl Wilson Jr**

Cleared and removed.

3.28. CE26-0899-SD **Raymond G Ketcham**

Code Enforcement Officer Stacie Dees presented the case, submitted proof of service, evidence, and gave testimony. Respondent(s) Jessica Ketcham and Raymond Ketcham were present and gave testimony.

Dennis Strow made a motion that this Board find Raymond G Ketcham violated Marion County Code Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and Marion County Land Development Code, Article 4, Division 2, Section 4.2.6.D, Requirements for keeping chickens in residential zoning classifications; and that he be directed to clear the violation(s) on or before June 4, 2026, or be fined $100 a day for each day the violations continue past the date set for compliance up to a maximum of $6,000. Second by Gary Ernst. Passed by unanimous decision.

Jeff Ball made a motion that the clear by date be amended and Raymond G Ketcham be directed to clear the violation(s) on or before July 2, 2026. Second by Gary Ernst. Passed by unanimous decision.

4. OLD BUSINESS

4.1. 959729-SL **203rd Street Place LLC**

Code Enforcement Manager Robin Hough was present and gave testimony updating the Board on the next expiration date for the respondent's building permit. Respondent(s) was not present.

Dennis Strow made a motion that the Board extend the compliance date to September 9, 2026. Second by Jeff Ball. Passed by unanimous decision.

4.2. 969730-SL **203rd Street Place LLC**

Code Enforcement Manager Robin Hough was present and gave testimony updating the Board on the next expiration date for the respondent's building permit. Respondent(s) was not present.

Dennis Strow made a motion that the Board extend the compliance date to September 9, 2026. Second by Jeff Ball. Passed by unanimous decision.

4.3. 967297 - SL **Rachel A Trace, David Adams, Logan Adams & Jackson Adams**

Code Enforcement Supervisor Tom Sapp and complainant Geoffrey Rogers-Crocker were present and gave testimony. Respondent(s) was not present.

Jeff Ball made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

5. PRIOR ORDERS IMPOSING FINES

THE CODE ENFORCEMENT BOARD HAS PREVIOUSLY FOUND THE FOLLOWING CASES TO BE IN VIOLATION. AT THIS TIME, THE BOARD SECRETARY WILL ADVISE THE BOARD AS TO WHETHER AN AFFIDAVIT OF CONTINUING VIOLATION WAS SUBMITTED OR IF THE VIOLATION WAS CLEARED PER PRIOR ORDER. IF AN AFFIDAVIT OF CONTINUING VIOLATION HAS BEEN SUBMITTED, FINES MAY BE IMPOSED ON SUCH CASES AT THIS TIME.

5.1. 978272-MB **Renee E Myers**

Code Enforcement Officer Maureen Bennett and respondent Renee Myers were present and gave testimony.

David Francis made a motion that the Board extend the compliance date to July 2, 2026. There was no second. Motion did not pass.

Jeff Ball made a motion that the Board impose the fines as per the Prior Order. Second by Gary Ernst. Passed by unanimous decision.

5.2. 981396-TS **Justin C Morris**

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Jeff Ball made a motion that the Board impose the fines as per the Prior Order. Second by Gary Ernst. Passed by unanimous decision.

5.3. 981738-SA **Robert Emile Bruhl Jr**

Code Enforcement Officer Scott Anderson and respondent(s) Robert Emile Bruhl Jr were present and gave testimony.

Jeff Ball made a motion that the Board impose the fines as per the Prior Order. Second by Gary Ernst. Passed by unanimous decision.

5.4. 983617-LH **Charles E McDavid Jr**

Cleared per prior order.

5.5. 985415-LH **Miguel Vicente Velasquez Sarmiento**

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Jeff Ball made a motion that the Board impose the fines as per the Prior Order. Second by Gary Ernst. Passed by unanimous decision.

5.6. 987314-SD **GGAJI Investments LLC**

Cleared per prior order.

5.7 . 987429-SL **Hubert F Jones**

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Jeff Ball made a motion that the Board impose the fines as per the Prior Order. Second by Gary Ernst. Passed by unanimous decision.

5.8. 988958-GC **James Donald Lien-Canada**

Code Enforcement Officer Gabino Cortes and respondent(s) James Donald Lien-Canada and Ladonna Johnson were present and gave testimony.

Jeff Ball made a motion that the Board impose the fines as per the Prior Order. Second

by Gary Ernst. Passed by unanimous decision.

5.9. 991631-TS **Phillip J Schwingel**

Cleared per prior order.

5.10. 991795-TG **Alicia L Wilson**

Code Enforcement Supervisor Tom Sapp and attorney for the mortgagee Ricahrd Mutarelli were present and gave testimony.

Dennis Strow made a motion that the Board extend the compliance date to July 2, 2026. Second by Clifford Wilson. Passed by unanimous decision.

5.11. 994992-SD **Mikel Gilmartin & Christina Dunlap**

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Jeff Ball made a motion that the Board impose the fines as per the Prior Order. Second by Gary Ernst. Passed by unanimous decision.

5.12. 995635-TS **Ilberto Brutus**

Cleared per prior order.

5.13. 997316-TS **Randall J Charron & Nadine L Charron**

Cleared per prior order.

5.14. CE25-0124-TS **Linda D Williams**

Cleared per prior order.

5.15. CE25-0256-MB **Tammy Jean Esparza**

Cleared per prior order.

5.16. CE25-0365-TG **Alexia Flores & Erica Reese**

Cleared per prior order.

5.17. CE26-0607-CM **Ocala Freedom Investments LLC**

Code Enforcement Officer Catherine Martinez and respondent(s) Luis Moises were present and gave testimony.

Dennis Strow made a motion that the Board extend the compliance date to May 13, 2026. Second by Jeff Ball. Passed by unanimous decision.

6. REQUEST TO APPEAR

6.1. 854448-CR **David Chamblee & Lisa Chamblee**

Code Enforcement Manager Robin Hough and respondent(s) David Chamblee were present and gave testimony.

Dennis Strow made a motion that the Board recommend to the Marion County Board of County Commissioners that the lien as levied under its Prior Order should not be amended to reduce or rescind the lien. Second by Jeff Ball. Passed by a vote of 5-1; Tom Gaver opposed.

7. REQUEST FOR REHEARING

7.1. 980978-CM **Fidel Alejandro Pena Rojas & Yanet Consuegra Montero**

Code Enforcement Officer Catherine Martinez and respondent(s) Fidel Alejandro Pena Rojas were present and gave testimony. Cristina Franco translated for the respondent.

Jeff Ball made a motion that the Board extend the compliance date to July 30, 2026. Second by David Francis. Passed by a vote of 4-2. Dennis Strow and Clifford Wilson opposed.

7.2. 974932-SL **Arvana Turner Est AKA Ervana Tuner & A-Turner Jack of All Trades L.L.C.**

Code Enforcement Manager Robin Hough and respondent(s) Alfred Turner were present and gave testimony.

Dennis Strow made a motion that the Board extend the compliance date to May 13, 2026. Second by Jeff Ball. Passed by unanimous decision.

8. PUBLIC COMMENT

8.1. None

There being no further business, David Francis made a motion to adjourn. Second by Dennis Strow.

Passed by unanimous decision. The meeting was adjourned at 12:21 P.M.

Tom Gaver, Vice-Chairperson

Board Secretary

Adopted by the Board on this 10th day of June 2026.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23381 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.4.2.

SUBJECT:
Development Review Committee (DRC) - June 1 and 8, 2026

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Development Review Committee (DRC) - June 1 and 8, 2026.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

Marion County

Development Review Committee

Meeting Minutes

412 SE 25th Ave
Ocala, FL 34471
Phone: 352-671-8686

Monday, June 1, 2026 **9:00 AM** **Office of the County Engineer**

MEMBERS OF THE PUBLIC ARE ADVISED THAT THIS MEETING / HEARING IS A PUBLIC PROCEEDING, AND THE CLERK TO THE BOARD IS MAKING AN AUDIO RECORDING OF THE PROCEEDINGS, AND ALL STATEMENTS MADE DURING THE PROCEEDINGS, WHICH RECORDING WILL BE A PUBLIC RECORD, SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW OF FLORIDA. BE AWARE, HOWEVER, THAT THE AUDIO RECORDING MAY NOT SATISFY THE REQUIREMENT FOR A VERBATIM TRANSCRIPT OF THE PROCEEDINGS, DESCRIBED IN THE NOTICE OF THIS MEETING, IN THE EVENT YOU DESIRE TO APPEAL ANY DECISION ADOPTED IN THIS PROCEEDING.

1. **ROLL CALL**

MEMBERS PRESENT:

Michelle Sanders for Ken McCann, Vice Chairman (Fire Marshal)
Michelle Fannelli for John Pearson (Building Safety)
Steven Cohoon (County Engineer)
Cheryl Butler for Chuck Varadin (Growth Services Director)

OTHERS PRESENT:

Ken Odom (Planning/Zoning)
Sarah Wells (Planning/Zoning)
Liz Madeloni (Planning/Zoning)
Sarah Wells (Planning/Zoning)
Susan Heyen (Landscape/Parks)
Alex Turnipseed (Office of the County Engineer)
Chris Zeigler (Office of the County Engineer)
Linda Blackburn (Legal)
Susan Heyen (Parks/Landscape)
Kelly Hathaway (Office of the County Engineer)
Kelsey Giesing (Office of the County Engineer)

2. **PLEDGE OF ALLEGIANCE**

3. **ADOPT THE FOLLOWING MINUTES:**

3.1. May 18, 2026

Motion by Steven Cohoon to approve the minutes, seconded by Tony Cunningham
Motion carried 5-0

4. PUBLIC COMMENT

5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

5.1. Pilot Ocala #092 (Revision to Approved AR 18630) - Major Site Plan
Parcel #: 12946-002-00 #33377
Core-States

5.2. Pine Village Manufactured Home Park-Major Site Plan
Parcel #3726-011-001 # 33553
Clymer Farner Barely, Inc.

5.3. Ocala Preserve Satellite Amenity - Major Site Plan
Parcel #: 1367-0802013 #31464
Atwell, LLC

5.4. Calesa Township - Sabino (Grove) - Preliminary Plat
Parcel #: 35300-000-14 #PrelimPlat-000069-2025
Kimley-Horn and Associates, Inc.

5.5. Marion County Middle School 'DD' - Major Site Plan
Parcel #: 37506-002-00 #32641
Kimley-Horn and Associates

5.6. Optimum RV Planned Unit Development-Master Plan
Parcel #36514-000-00 # 33501
Kimley-Horn and Associates, Inc.

5.7. Sandy Clay Residential - Master Plan
Parcel #37896-000-01 #MasterPlan-000338-2026
Tillman & Associates Engineering, Inc.

Motion by Steven Cohoon to table Item 5.7. until Board of County Commissioners' approval of Master Plan, seconded by Tony Cunningham
Motion carried 5-0

Motion by Steven Cohoon to approve consent agenda Items 5.1. – 5.6. seconded by Tony Cunningham
Motion carried 5-0

6. SCHEDULED ITEMS:

6.1. Calesa Market District - Major Site Plan 000632 - Waiver to Major Site

Plan in Review
Parcel #: 35300-000-45 #WaiverPIR-000809-2026
Kimley-Horn and Associates

LDC 6.8.8.A Building Landscaping
CODE states Landscape plantings shall be provided along the public view sides of all proposed structures to reduce the monotony of large blank walls, reduce heat gain and glare, and enhance the aesthetic appearance of the building.
APPLICANT - Waiver request not to provide building landscaping. Building architecture and facade will be non-monotonous.

Motion by Steven Cohoon to approve, seconded by Michelle Fanelli
Motion carried 5-0

LDC 6.8.7.D Parking Island Landscaping
CODE states Trees within parking areas. (1) All trees required for parking areas and vehicular use areas shall be shade trees, unless required otherwise by provisions in this section. (2) All parking lot islands, including terminal parking lot islands, shall contain one shade tree unless site lighting fixtures are proposed in said island. Double parking lot islands (where double-loaded parking bays are proposed) shall contain two shade trees. (3) In parking lot islands with site lighting fixtures, an arrangement of one or two accent/ornamental trees shall be installed depending on the size and configuration of the island. (4) Parking lot islands with control signage may contain other tree (or palm) species, in lieu of shade trees, which will not conflict with the visibility of such signage.
APPLICANT - Waiver request to utilize understory trees at the frontage row of parking islands.

Motion by Tony Cunningham to approve, seconded by Michelle Sanders
Motion carried 5-0

6.2. Golden Ocala - WEC North Training Fields Phase 2 - Major Site Plan
Parcel #: 21068-002-00 #31106
Tillman & Associates Engineering, LLC

On 5/19/26, Applicant requested a one-year extension for this Major Site Plan. The request is to extend one year from the current expiration date of May 20, 2026. The new expiration date would be May 20, 2027

Motion by Cheryl Butler to approve, seconded by Michelle Sanders
Motion carried 5-0

6.3. Shores Assembly of God - Major Site Plan - Extension Request
Parcel #: 9008-0000-02 #31668
Michael W. Radcliffe Engineering

On 5/15/26, Applicant requested a one-year extension for this Major Site Plan. The request is to extend one year from the current expiration date of July 1, 2026. The new expiration date would be July 1, 2027.

Motion by Michelle Sanders to approve, seconded by Cheryl Butler
Motion carried 5-0

6.4. SECO Ocala - Major Site Plan
Parcel #:41200-012-00 # 33432
Bowman Consulting

This Major Site Plan had a conditional approval by a reviewer. Therefore, it is on Scheduled Items for discussion.

Motion by Steven Cohoon to approve contingent on the turn lanes and Right-of-Way dedication being constructed before final site approval, seconded by Cheryl Butler
Motion carried 5-0

6.5. Samarah Farms Inc - Agricultural Lot Split
Parcel #: 12690-001-00 #32943
Moorhead Engineering Company

LDC 2.16.1.B(8) - Agricultural Lot Split
CODE states agricultural lot splits outside of the Urban Growth Boundary.
APPLICANT requests a waiver for division of Samarah Farm into 10 lots that will be a minimum of 10 acres each.

Motion by Steven Cohoon to approve contingent on uploading the mitigation credit document and comply with the informational comments on the survey, seconded by Tony Cunningham
Motion carried 5-0

6.6. Pasco Jay Albert II - Family Division Waiver Request
Parcel #: 01574-000-00 # Fam Div -000605-2026
Jay Pasco

LDC 2.16.1.B(10) - Family Division
CODE states a parcel of record as of January 1, 1992 that is not located in a recognized subdivision or an Ag Lot Split. and is located in the Rural Lands may be subdivided for use of immediate family members for their primary residences. Within the Farmland Preservation Area, each of the new tract and the remaining parent tract must be at least three (3) acres in size. Within the Rural Lands. outside of the Farmland Preservation Area each of the new tract and the remaining parent tract must be at least one (1) acre in size. In the Urban Area, only parcels of record as of January 1, 1992 which are Low Residential property exceeding two (2) acres in size may be divided for the use of immediate family members for their primary residences up to the maximum density of one (1) dwelling unit per gross acre. Immediate family is defined as grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, or grandchild. A parcel of record shall not be divided more than three (3) times as a family division. Minimum access onto a road or street shall be a shared access that is at least forty (40) feet in width and shall be provided by recorded deed or by recorded non-exclusive easement. No subdivision and

conveyance to the same family member more than once shall be permitted. No new parcel created by way of family division may be sold or offered for sale within five (5) years of the date of recording the deed transferring ownership of the new parcel to the immediate family member, except in the event of such immediate family member's death. During the five-year holding period, the immediate family member receiving the resulting family division parcel may convey ownership and interest in that resulting family division parcel to their spouse, as tenants in common with rights of survivorship, consistent with the Laws of Florida. Any subdividing of a parcel of record for the purpose of family division shall follow the waiver request process pursuant to Article 2, Division 10 of the Code.
APPLICANT - Second Family Division from parent parcel for a family member (first division was in 2006).

Motion by Tony Cunningham to approve the Family Division with a waiver to the one driveway connection and easement and allow for a second connection on the residential roadway also require Boundary Survey and title work, seconded by Michelle Fanelli
Motion carried 5-0

6.7. Brooks Residence - Family Division Waiver Request
Parcel #: 44773-001-00 #Fam Div -000687-2026
Powells Permitting Service

LDC 2.16.1.B(10) - Family Division
CODE states a parcel of record as of January 1, 1992 that is not located in a recognized subdivision or an Ag Lot Split. and is located in the Rural Lands may be subdivided for use of immediate family members for their primary residences. Within the Farmland Preservation Area, each of the new tract and the remaining parent tract must be at least three (3) acres in size. Within the Rural Lands. outside of the Farmland Preservation Area each of the new tract and the remaining parent tract must be at least one (1) acre in size. In the Urban Area, only parcels of record as of January 1, 1992 which are Low Residential property exceeding two (2) acres in size may be divided for the use of immediate family members for their primary residences up to the maximum density of one (1) dwelling unit per gross acre. Immediate family is defined as grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, or grandchild. A parcel of record shall not be divided more than three (3) times as a family division. Minimum access onto a road or street shall be a shared access that is at least forty (40) feet in width and shall be provided by recorded deed or by recorded non-exclusive easement. No subdivision and conveyance to the same family member more than once shall be permitted. No new parcel created by way of family division may be sold or offered for sale within five (5) years of the date of recording the deed transferring ownership of the new parcel to the immediate family member, except in the event of such immediate family member's death. During the five-year holding period, the immediate family member receiving the resulting family division parcel may convey ownership and interest in that resulting family division parcel to their spouse, as tenants in common with rights of survivorship, consistent with the Laws of Florida. Any subdividing of a parcel of record for the purpose of family division shall follow the waiver request process pursuant to Article 2, Division 10 of the Code.

APPLICANT - Would like to split the parcel into a 3.33-acre lot for her son.

Motion by Tony Cunningham to table for two weeks, seconded by Michelle Sanders
Motion carried 5-0

6.8. Seasure, LLC - Waiver to Major Site Plan
Parcel #: 2003-101-000 #WaiverSTA-000709-2026
JCH Consulting Group, Inc.

LDC Sec. 2.17.1. - Applicability
CODE states Preliminary Plats shall be submitted for each development where platting is required in this Code or by Florida Statute.
APPLICANT - This waiver request is for a Preliminary Plat waiver to accompany the Final Plat submittal. A separate Preliminary Plat is not being submitted with this application.

Motion by Steven Cohoon to rehear, seconded by Cheryl Butler
Motion carried 5-0

Motion by Steven Cohoon to clarify the record that Development Review Committee was in favor of a waiver to the Final Plat submittal and this be conditionally approved contingent on coming back next week with the updated agenda description, seconded by Cheryl Butler
Motion carried 5-0

6.9. Sheik Hafeez Rahaman- Waiver to Major Site Plan
Parcel #9024-0000-02 #WaiverSTA- 000706-2026
JCH Consulting Group Inc.

LDC 2.17.1. - Applicability
CODE states Preliminary Plats shall be submitted for each development where platting is required in this Code or by Florida Statute.
APPLICANT - This waiver request is for a Preliminary Plat waiver to accompany the Final Plat submittal. A separate Preliminary Plat is not being submitted with this application.

Motion by Steven Cohoon to approve conditionally a waiver requirement to the Preliminary Plat conditioned on this item coming back with corrected agenda description on next week's DRC meeting and also that Final Plat includes minimum Zoning standards, required buffer type, lot typicals, etc. that you would see on the Final Plat, seconded by Tony Cunningham
Motion carried 5-0

6.10. Target of Ocala- Major Site Plan #33553 - Waiver to Major Site Plan in Review
Parcel #35300-001-17, 35300-000-16 #WaiverPIR-000794-2026
Upham, Inc.

LDC 6.8.6.K (2) - Buffers

CODE states B-Type buffer shall consist of a 20-foot wide landscape strip with a buffer wall. The buffer shall contain at least two shade trees and three accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer.
APPLICANT states in lieu of masonry wall, provide 6' opaque PVC fence within type "A" buffer per 6.8.6.I. (1). The fence will match the existing Walmart fence. The fence will run along the boundary for approx. 1,000 LF per Exhibit 1. Lots 2 and 3 adjacent to Target will provide separate buffers per table 6.8-2.

Motion by Tony Cunningham to deny but with support to the Board of County Commissioners, seconded by Michelle Sanders
Motion carried 5-0

LDC 6.13.7 Geotechnical Criteria
CODE states Minimum requirements. (1) Depth. Soil test borings shall be performed to a minimum depth of 10 feet below the proposed finished grade of the bottom of all retention/detention areas or the permanent pool elevation and once the data has been obtained the hole shall be backfilled and compacted. (2) Number of tests. At least two tests shall be performed within the boundary of each proposed retention/detention area. For each half acre of pond bottom area and for each lineal retention/detention area of 250 feet, an additional test shall be conducted. The County Engineer or his designee, may require additional tests if the initial tests indicate the need for them. (3) Infiltration/permeability tests. For retention/detention areas utilizing percolation or infiltration in the design model, there shall be a minimum of two infiltration rate tests for each retention/detention area. Data used for soil permeability testing or infiltration analyses for the retention/detention areas shall be signed and sealed by a professional engineer or professional geologist for both data and procedural accuracy. (4) Aquifer parameters. The estimated seasonal high ground water elevation and confining layer shall be clearly identified.
APPLICANT states Borings indicated on sheet C200 per the Geo-Tech report were drilled depths indicated except where encountering resistance due to limestone layer. Borings not meeting the minimum 10' below pond bottoms are indicated on sheet C200. Request waiver depth, use borings performed as sufficient information.

Motion by Steven Cohoon to approve, seconded by Tony Cunningham
Motion carried 5-0

6.11. Oak Villas IV - Major Site Plan #33517 - Waiver to Major Site Plan in Review
Parcel # 8003-0335-02 #WaiverPIR-000797-2026
Enviro-Tech, Inc.

LDC 6.8.6.K.4 - Buffers
CODE states D-Type buffer shall consist of a 15-foot wide landscape strip with a buffer wall. The buffer shall contain at least two shade trees and three accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 25 percent of the required buffer.

APPLICANT - A waiver is respectfully requested to omit construction of the required Type D Buffer along the southeastern rear lot line where the site abuts a recently constructed single-family residence (2023). The subject parcel is zoned R-3 with a High Residential (HR) FLU designation and is bordered on three sides by properties zoned R-PUD, also carrying an HR FLU designation. Given the compatible surrounding land use pattern and the limited extent of the buffer area, staff has indicated support for the waiver request.

Motion by Cheryl Butler to approve, seconded by Steven Cohoon
Motion carried 5-0

6.12. Leighton Estates Duplex- Waiver to Major Site Plan
Parcel # 3570-012-004 #WaiverSTA-000672-2026
NZG Capital, LLC

This item was tabled at the 5/11/26 DRC Meeting. A motion to rehear will be needed.

Motion by Cheryl Butler to rehear, seconded by Michelle Sanders
Motion carried 5-0

LDC 4.2.11.C Multiple-Family Dwelling (R-3) zoning classification
CODE states Property Development Regulations. See table4.2-4 and figure 4.2-2 below. Table 4.2-4. shows width (100 feet) and Figure 4.2-2 shows setback parameters for front, sides, and rear.
APPLICANT request - I would like to build a duplex on the referenced parcel. In order to do this, I need 100 feet on the frontage width, which I do not, I have 80 feet, so I was told by development review staff at a Thursday meeting to send in this request. I should mention that the surrounding parcels, similar in size, have had duplexes built on them in the last year.

Motion by Tony Cunningham to approve, seconded by Cheryl Butler
Motion carried 5-0

6.13. Nelsons Property 2026 - Waiver to a Major Site Plan
Parcel #50656-000-00 #WaiverSTA-000796-2026
Nelson's, LLC

LDC 2.21.1.A(1) - Major Site Plan
CODE states a Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds (select all that are applicable): (1) Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.
APPLICANT requests a waiver to Major Site Plan since they have removed more than they have added structures to the property in terms of square feet. Recently they have poured four slabs, three for small temporary structures and one for a pickleball court. Multiple mobile homes have been removed as well as cabins, sheds, marina boat covers, fish cleaning area, bait shop and a large shed that had

concrete plus a sidewalk and a ramp. Would be happy to meet with someone to walk the property. Basically, have been removing items that are 40-60 years old. Nelsons is an old property, and are trying as time goes by, to bring it current.

Motion by Cheryl Butler to approve conditioned that the site plan gets revised and submitted and includes the net reduction in impervious area, seconded by Michelle Sanders
Motion carried 5-0

6.14. Champion Homes - Major Site Plan #000610 - Waiver to Major Site Plan in Review
Parcel #: 36943-001-00 #WaiverPlR000823-2026
Clymer Farner Barley, Inc.

LDC 4.2.15.I. - Requirements for all commercial and industrial zoning classifications
CODE states Screening of Activities. Areas used for parking of commercial vehicles, or storage of vehicles, or outdoor storage or uses shall be screened, buffered or fenced in such a manner as to screen said areas from view from access streets, freeways and incompatible adjacent properties. Such screening shall form a complete opaque screen up to a point eight feet in vertical height.
APPLICANT - Requesting waiver from providing opaque screening up to 8 feet in height around proposed 49,500 SF gravel/asphalt millings area. This area will contain presold/sold manufactured homes and will have the same appearance as homes on display. Similar uses/dealerships along the 4.5-mile stretch between this project and Lake Weir Ave including Central Florida Steel buildings, Prestige Home Centers, Triple Crown Trailers, Mobile Home Headquarters, Owens Corning, Allstar Manufactured Housing, Inc., Jacobsen Homes, Clayton Homes, and the adjacent Jack's Shacks, Inc. appear to not have been held to this requirement. This request would also help truck/trailer maneuverability throughout the site.

Motion by Steven Cohoon to approve, seconded by Tony Cunningham
Motion carried 5-0

LDC 2.12.8. - Current boundary and topographic survey
CODE states Current boundary and topographic survey (one foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.
APPLICANT Current survey has a survey date of 2/20/2025 with topo extents varying from 30-100' beyond the project boundary. This property, nor the approximate 20 ac parcel contiguous to the north, has ever been developed. Approximately 6 acres of the northern parcel drains through the proposed project, which we have accounted for in the post condition. The surveyed contours generally match best available LIDAR data and overall drainage patterns found in the Marion County Lake Panasoffkee Watershed Model.

Motion by Steven Cohoon to approve, seconded by Michelle Sanders

Motion carried 5-0

6.15. Headsprings, LLC - Major Site Plan - Plan Revisions in Review #32134 - Waiver Reaffirmations and Waiver to Major Site Plan Revisions in Review
Parcel #24141-000-00 #WaiverPIR-000801-2026
Davis Dinkins Engineering, PA

Reaffirmation of Waiver Requests that were heard at the following DRC Meetings 7/14/25, 8/19/25, 10/6/25 for the Plan Revisions currently under review as shown on the Development Review waiver application. As well as consideration for the current waiver request below.

LDC 2.12.3, 4, 6 Title Block
CODE states 3. Title block shall be shown on all sheets denoting type of application; project name, location, county, and state; and date of original and all revisions. 4. Front page of the plan shall minimally include: A. Type of application; B. Project name centered at top of page; C. Name, address, phone number, and signature of the owner and applicant (these signatures are not required until the final submittal); D. Signed certification by the owner as follows: I hereby certify that I, my successors, and assigns shall perpetually maintain the improvements as shown on this plan (this signature is not required until the final submittal); E. Name, address, and phone number of the licensed professional; F. Each licensed professional is responsible for information shown within their particular field of practice and shall sign and seal, as applicable, as follows: (1) Licensed Design Professional Certification: I hereby certify that these plans and calculations were completed in accordance with all applicable requirements of the Marion County Land Development Code (LDC), except as waived; (2) Surveyor and Mapper Certification: I hereby certify that the survey represented hereon is in accordance with all applicable requirements of the LDC and meets the minimum technical standards as set forth by the Florida Board of Professional Surveyors and Mappers; G. A key location or vicinity map, with north arrow, at a scale suitable to show the location of the development with reference to surrounding properties, streets, municipal boundaries, sections, range, and township; H. A portrait oriented minimal 3 inches × 5 inches space, located 2¾ inches from the right edge of paper and ¾ inches from the top edge of paper, shall remain blank to allow for a County approval stamp; I. Index of sheets; J. List of utility providers; K. List of approved waivers, their conditions, and the date of approval; L. Data block. The items below are required and shall be listed in order as shown. If an item does not apply, it shall be clearly indicated as not applicable. (1) Parcel identification number; (2) Land use designation; (3) List of Development Agreements including Marion County Official Record Book and Page ;(4) Zoning information: (a) Zoning classification. (b) List of approved variances, their conditions, and the date of approval. (c) Special Use Permit case number and resolution. (d) Zoning requirements including lot area, width, setbacks, and building height. (5) Overlay zones; (6) Gross site acreage of all initial and anticipated parcels, and if different, the acreage of the development area, to the nearest hundredth of an acre; (7) Existing and proposed uses; (8) Existing and proposed building height; (9) Listing of site coverage (in square footage, acreage and percentage): (a) Existing and proposed building coverage by intended use with gross floor area and leasable/interior area;

(b) Existing and proposed gross impervious area ;(c)Proposed gross non-residential floor area ratio or residential density; (d) Existing and proposed natural open space, improved open space, open water, and wetlands; (e) Existing and proposed preserved natural areas; (10) Number of required and provided parking spaces; (11) Projected daily trip generation and a.m./p.m. peak hour traffic volume; and (12) Proposed miles of road, number of lots, blocks and tracts, as applicable. 6. Provide location of septic systems and wells for Department of Health review.
APPLICANT - a waiver to the LDC sections due to the title block on the major site plan includes information listed in the LDC. Sheets incorporated for reference, i.e. the survey and landscape plan, are prepared by consultants and utilize their own font size and style and numbering convention. The index of sheets accurately reflects what is included in the plans.

Motion by Tony Cunningham to approve reaffirmation of existing waivers that were already heard including new waiver on Title Block, seconded by Cheryl Butler
Motion carried 5-0

7. CONCEPTUAL REVIEW ITEMS:

8. DISCUSSION ITEMS:

9. OTHER ITEMS:

9.1. Waiver clarification from 11/3/25 DRC Meeting Motion made for Item 6.2. Champion Homes #000610-2026 regarding Buffer request.

The DRC needs to make a motion to clarify the conditions of the prior order.

Motion by Steven Cohoon to clarify, seconded by Tony Cunningham
Motion carried 5-0

Motion by Cheryl Butler to adjourn, seconded by Michelle Sanders
Motion carried 5-0

10. ADJOURN: 10:42 AM

Ken McCann, Vice-Chairman

Attest:

Kelly Hathaway
Development Review Coordinator

Marion County

Development Review Committee

Meeting Minutes

412 SE 25th Ave
Ocala, FL 34471
Phone: 352-671-8686

Monday, June 8, 2026 **9:00 AM** **Office of the County Engineer**

MEMBERS OF THE PUBLIC ARE ADVISED THAT THIS MEETING / HEARING IS A PUBLIC PROCEEDING, AND THE CLERK TO THE BOARD IS MAKING AN AUDIO RECORDING OF THE PROCEEDINGS, AND ALL STATEMENTS MADE DURING THE PROCEEDINGS, WHICH RECORDING WILL BE A PUBLIC RECORD, SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW OF FLORIDA. BE AWARE, HOWEVER, THAT THE AUDIO RECORDING MAY NOT SATISFY THE REQUIREMENT FOR A VERBATIM TRANSCRIPT OF THE PROCEEDINGS, DESCRIBED IN THE NOTICE OF THIS MEETING, IN THE EVENT YOU DESIRE TO APPEAL ANY DECISION ADOPTED IN THIS PROCEEDING.

1. **ROLL CALL**

MEMBERS PRESENT:
Ken McCann, Vice Chairman (Fire Marshal)
John Pearson (Building Safety)
Steven Cohoon (County Engineer)
Chuck Varadin (Growth Services Director)
Tony Cunningham (Utilities Director)

OTHERS PRESENT:
Chris Rison (Planning/Zoning)
Liz Madeloni (Planning/Zoning)
Jared Rivera (Planning/Zoning)
Michelle Sanders (911 Management)
Susan Heyen (Landscape/Parks)
Linda Blackburn (Legal)
Alex Turnipseed (Office of the County Engineer)
Chris Zeigler (Office of the County Engineer)
Aaron Pool (Office of the County Engineer)
Kelly Hathaway (Office of the County Engineer)
Kelsey Giesing (Office of the County Engineer)

2. **PLEDGE OF ALLEGIANCE**

3. **ADOPT THE FOLLOWING MINUTES:**

3.1. June 1, 2026

Motion by Tony Cunningham to approve the minutes, seconded by John Pearson
Motion carried 5-0

4. PUBLIC COMMENT

5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

5.1. Seasure, LLC - Waiver Request to Preliminary Plat
Parcel #: 2003-101-000 #WaiverSTA-000709-2026
JCH Consulting

Requested at 6/1/26 DRC meeting to be placed on 6/8/26 Consent with a corrected agenda description.

LDC Sec. 2.17.1. - Applicability
CODE states Preliminary Plats shall be submitted for each development where platting is required in this Code or by Florida Statute.
APPLICANT request - This waiver request is for a Preliminary Plat waiver to accompany the Final Plat submittal. A separate Preliminary Plat is not being submitted with this application

5.2. Sheik Hafeez Rahaman- Waiver Request to Preliminary Plat
Parcel #9024-0000-02 #WaiverSTA- 000706-2026
JCH Consulting Group Inc.

Requested at 6/1/26 DRC meeting to be placed on 6/8/26 Consent with a corrected agenda description.

LDC 2.17.1. - Applicability
CODE states Preliminary Plats shall be submitted for each development where platting is required in this Code or by Florida Statute.
APPLICANT - This waiver request is for a Preliminary Plat waiver to accompany the Final Plat submittal. A separate Preliminary Plat is not being submitted with this application.

5.3. Watson Realty Parking Expansion - Major Site Plan
Parcel #: 3137-001-001 # MajorSite-000266-2026
EDA Consultants, Inc.

5.4. Buc-ee's Travel Center - Major Site Plan
Parcel #13462-001-00 # 31121
Kimley-Horn and Associates

5.5. BLCCDD Warehouse - Major Site Plan
Parcel # 35300-400001 # MajorSite-000431-2026
Kimley-Horn and Associates

5.6. Diamond A Shopping Center - Major Site Plan
Parcel #: 41200-056-04 #33554
Tillman & Associates Engineering, LLC

Motion by Steven Cohoon to approve the consent agenda, seconded by Tony Cunningham
Motion carried 5-0

6. SCHEDULED ITEMS:

6.1. Ocala Crossings South Phase 4 - Improvement Plan 33207 - Waiver to Improvement Plan in Review
Parcel #: 35623-005-00 #WaiverPIR-000795-2026
Mastroserio Engineering, Inc.

LDC 6.11.8.B(2)(3) - Parking Requirements
CODE states (2) A one-car garage or carport and driveway combination shall count as two off-street parking spaces provided the driveway measures a minimum of 25 feet in length between the face of the garage or carport door and the sidewalk, or 30 feet to the curb line. (3) A two-car garage or carport and driveway combination shall count as four off-street parking spaces, provided the minimum width of the driveway is 20 feet and its minimum length is as specified above for a one-car garage or carport.
APPLICANT - A waiver is requested to reduce the parking depth from 25 ft to 20 ft from the two-car garage to the back of sidewalk for lots with sidewalk frontage. The lots with no sidewalk comply with this section of code, depth being 33 ft from the back curb to the face of the garage. The basis for the waiver request is that this is the final phase of a 5-phase development, and the master PUD plan was approved with 20 ft front building setbacks. This matter should have been addressed with the PUD process and not at this final stage of development. The home builders have constructed the majority of homes with the garage set at the 20 ft front setback. Based on discussion with staff, a waiver is requested for the parking depth to keep consistent with the existing PUD. Furthermore, code parking spaces require 18 feet depth, and we have 20 feet to the sidewalk.

Motion by Chuck Varadin to approve, seconded by John Pearson
Motion carried 5-0

6.2. Exalt Health Summerfield - Major Site Plan #000600 - Waiver to Major Site Plan in Review
Parcel #: 47696-000-00 #WaiverPIR-000824-2026
Kimley-Horn and Associates

LDC 6.8.7 - Parking areas and vehicular use areas
CODE states A minimum five-foot wide landscape area consisting of shrubs and groundcovers, excluding turfgrass, shall be provided around the perimeter of parking areas to form a landscape screen with a minimum height of three feet achieved within one year of planting. A land use buffer that abuts a parking area may satisfy

this requirement.
APPLICANT requests a waiver from landscape requirement behind perimeter parking on north side of the site where a retaining wall is proposed. There is additional landscaping proposed beyond the wall and the adjacent parcel is commercial. This section of perimeter parking faces the back of adjacent property building.

Motion by Chuck Varadin to approve, seconded by Tony Cunningham
Motion carried 5-0

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 to pay fee in-lieu of sidewalk construction along US 441. There are no existing sidewalks adjacent to the project boundary.

Motion by Steven Cohoon to approve, seconded by Tony Cunningham
Motion carried 5-0

LDC 6.13.7.B. - Geotechnical Criteria
CODE states Minimum requirements. (1) Depth. Soil test borings shall be performed to a minimum depth of 10 feet below the proposed finished grade of the bottom of all retention/detention areas or the permanent pool elevation and once the data has been obtained the hole shall be backfilled and compacted. (2) Number of tests. At least two tests shall be performed within the boundary of each proposed retention/detention area. For each half acre of pond bottom area and for each lineal retention/detention area of 250 feet, an additional test shall be conducted. The County Engineer or his designee, may require additional tests if the initial tests indicate the need for them. (3) Infiltration/permeability tests. For retention/detention areas utilizing percolation or infiltration in the design model, there shall be a minimum of two infiltration rate tests for each retention/detention area. Data used for soil permeability testing or infiltration analyses for the retention/detention areas shall be signed and sealed by a professional engineer or professional geologist for both data and procedural accuracy. (4) Aquifer parameters. The estimated seasonal high ground water elevation and confining layer shall be clearly identified.
APPLICANT requests waiver to have the second Auger location count towards the minimum requirements (two infiltration tests for each retention/detention area), despite being slightly outside the dry retention area footprint (< 30 LF). The borings are consistent and show good quality sand down to 12'. The pond is only proposed to be 6' in depth. The auger location is sufficient in determining the soil for the pond area.

Motion by Steven Cohoon to approve, seconded by Tony Cunningham
Motion carried 5-0

6.3. Melody Preserve - Standalone Waiver Request to Buffers
Parcel #: 35300-000-15 # WaiverSTA-000807-2026
Kimley-Horn and Associates

LDC 6.8.6.K(5) Buffers
CODE states E-Type buffer shall consist of a five-foot wide landscape strip without a buffer wall. The buffer shall contain at least four shade trees for every 100 lineal feet or fractional part thereof. Shrubs shall be planted in a double-staggered row and be capable of reaching a maintained height of six feet within three years. Groundcovers and/or turfgrass shall not be used in this buffer.
APPLICANT - We are requesting a waiver to allow for the Type 'E' buffer along the north property boundary to utilize a fence in lieu of vegetation. The buffer will remain 20' width. The existing vegetation along the north property boundary within the adjacent Liberty Village residential subdivision is mature and will not allow for the buffer to adequately grow as intended. Additionally, we request the fence to continue within the Type 'A' buffer on the property line. The adjacent storage facility currently utilizes a fence on their property boundary so the landscaping will not be a benefit to that parcel.

Motion by Chuck Varadin to deny with support to the Board of County Commissioners, but with questions regarding maintenance, seconded by John Pearson
Motion carried 5-0

6.4. Pardee Maricamp Storage - Major Site Plan 000555 - Waiver to Major Site Plan in Review
Parcel #: 31385-000-00 # WaiverPIR-000861-2026
Kimley-Horn and Associates

LDC 2.12.8 Current boundary and topographic survey
CODE 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 We request waiver for survey age. Field work was completed following FDOT improvements to Maricamp and the site has remained undeveloped since.

LDC 2.12.8 Topographical contours
CODE 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 Waiver request for 100' contour adjacent to site. Lidar was previously utilized to determine offsite flows and historical drainage patterns which affected the project area.

Motion by Steven Cohoon to approve waiver for both LDC 2.12.8. requests, seconded by Tony Cunningham
Motion carried 5-0

6.5. Oak Shores Estates - Preliminary Plat 000713 - Waiver to Preliminary Plat in Review
Parcel #: 9064-0000-02 #WaiverPIR-000837-2026
Tillman & Associates Engineering, LLC

LDC 6.12.2 (A) - Right-of-way
CODE states (A) Right-of-way shall be platted or dedicated, meeting the minimum right-of-way width established in Table 6.12-1, to provide for the necessary access and other needed infrastructure improvements supporting the proposed development. Right-of-way can be provided by easement if approved by DRC.
APPLICANT - Request a waiver to allow for a 40' right of way with 10' utility easements.

Motion by Steven Cohoon to approve contingent on the utility easement on the south side of road or side with the pedestrian facilities being written in such a way that pedestrians are able to use that area, seconded by Tony Cunningham
Motion carried 5-0

LDC 6.12.9 (H) - Subdivision roads and related infrastructure
CODE states (H) Dead end roads shall not exceed 1,500 feet and shall have a cul-de-sac at the terminal end. Refer to details in Section 7.3.1. Dead end roads intended to provide future access to adjacent unplatted areas may be permitted without a cul-de-sac provided that no lots front thereon, the length does not exceed 1,500 feet, and appropriate temporary end-of-road markers are provided.
APPLICANT - Request a waiver to allow for the use of a hammerhead style intersection on dead end road. The proposed dead-end segments will be less than 150' in length.

Motion by John Pearson to approve, seconded by Ken McCann
Motion carried 5-0

6.6. Oak Shores Estates - Improvement Plan 000742 - Waiver to Improvement Plan in Review
Parcel #: 9064-0000-02 #WaiverPIR-000840-2026
Tillman & Associates Engineering, LLC

LDC 6.11.9 (A) - Traffic control devices
CODE states A. Traffic Signals. (1) The installation of a traffic signal requires a signal warrant analysis to be performed. The County's Traffic Engineer shall determine if the signal warrant analysis justifies the need for a traffic signal. Traffic signals warranted due to the development shall be installed and paid for by the developer. (2) Justification must be provided for the left turn treatment, phases, deceleration lane lengths and timings proposed. (3) In addition to the plan requirements listed below, shop drawings with FDOT approved materials and a maintenance agreement must be provided and approved. (4) Illuminated Street

Name signs shall be required at all signalized intersections. (5) A box-span configuration is required if strain poles are used. (6) Traffic signal plans shall be 11 inches by 17 inches and shall include the following. (a) A Key sheet including the name of the intersecting roads, an index, a location map, a list of the utility companies that exist in the location of the signal, and the posted speeds of the approaching roadways. (b) A Tabulation of Quantities sheet that lists the item numbers, description and quantity of materials and equipment, listed in numerical order. Pay item notes and general notes that refer to item numbers shall be shown on this sheet. (c) A General Notes sheet including all general notes, related to the specific signal, as required by the Traffic Section of the Marion County Office of the County Engineer. Contact the Office of the County Engineer for the current required general notes. (d) A Plan sheet at a scale large enough to show all details clearly and legibly. The recommended scale is 1 inch = 40 feet or 1 inch = 50 feet. The plan sheet shall include existing and proposed: 1. Edge of pavement 2. Street names 3. Drainage structures including curb and gutter and drainage inlets 4. Sidewalks and right-of-way lines 5. Pavement markings 6. Signal heads with directional arrows and movements (movement 2 and 6 shall be the major streets)7. Detection devices such as video detection with detection field or loop detection with conduit locations 8. Pull boxes 9. Control cabinet location 10. Signal poles and span wire 11. ATMS Equipment (if applicable) 12. Nortarrow and scale13.Phasing Diagram 14. Controller timings using calculated optimum timings and clearance intervals meeting FDOT requirements 15. Sign detail with dimensions of letters and sign 16. Signal head details 17. Pedestrian head details 18. FDOT pay item numbers for all equipment (e) A structural analysis with soil boring data signed and sealed by an Engineer.
APPLICANT Request a waiver to allow for the approval of the Improvement Plan prior to approval of the offsite improvements

Motion by Steven Cohoon to approve contingent on CO hold until such a time that offsite improvement plans are completed, seconded by Tony Cunningham
Motion carried 5-0

LDC 6.12.11 - Turn lanes
CODE states Turn lanes shall be required as warranted by the project's Traffic Impact Analysis and in accordance with FDOT or as approved by the County Engineer. In addition, turn lanes shall be considered any time an unsafe condition exists or will be created. The cost of construction of such lanes shall be the responsibility of the developer. Additional right-of-way may be required and shall be dedicated by the developer and shown on the Improvement Plans and Final Plat. Any off-site improvement designs shall be submitted as an Improvement Plan application.
APPLICANT Request a waiver to allow for the approval of the Improvement Plan prior to approval of the offsite improvements

Motion by Steven Cohoon to approve contingent on CO hold until such a time that offsite improvement plans are completed, seconded by Tony Cunningham
Motion carried 5-0

LDC 6.12.2 (A)- Right-of-way
CODE states (A) Right-of-way shall be platted or dedicated, meeting the minimum

right-of-way width established in Table 6.12-1, to provide for the necessary access and other needed infrastructure improvements supporting the proposed development. Right-of-way can be provided by easement if approved by DRC. **APPLICANT** Request a waiver to allow for a 40' right of way with 10' utility easements

Motion by Tony Cunningham to approve the waiver to allow for 40 foot right-of-way and 10 foot utility easmemts and as well pedestrian easements where applicable , seconded by John Pearson
Motion carried 5-0

LDC 6.12.9. (H) - Subdivision roads and related infrastructure
CODE states (H) Dead end roads shall not exceed 1,500 feet and shall have a cul-de-sac at the terminal end. Refer to details in Section 7.3.1. Dead end roads intended to provide future access to adjacent unplatted areas may be permitted without a cul-de-sac provided that no lots front thereon, the length does not exceed 1,500 feet, and appropriate temporary end-of-road markers are provided. **APPLICANT** Request a waiver to use of a hammerhead style intersection on dead end roads. The proposed dead-end segments will be less than 150' in length.

Motion by Tony Cunningham to approve the waiver for hammer-head style intersection on dead-end roads, seconded by Ken McCann
Motion carried 5-0

6.7. Oak Shores Estates - Master Plan 000673 - Waiver to Master Plan in Review
Parcel #: 9064-0000-02 # WaiverPIR-000838-2026
Tillman & Associates Engineering, LLC

6.12.9. H - Subdivision roads
CODE states Dead end roads shall not exceed 1,500 feet and shall have a cul-de-sac at the terminal end. Refer to details in Section 7.3.1. Dead end roads intended to provide future access to adjacent unplatted areas may be permitted without a cul-de-sac provided that no lots front thereon, the length does not exceed 1,500 feet, and appropriate temporary end-of-road markers are provided. **APPLICANT** Request a waiver to use the alternative provided. Dead end road without cul-de-sac. A hammerhead with dead end segments less than 150' in length have been provided as an alternative turn around.

Motion by Tony Cunningham to approve, seconded by Ken McCann
Motion carried 5-0

6.12.2.A - Right-of-way
CODE states Right-of-way shall be platted or dedicated, meeting the minimum right-of-way width established in Table 6.12-1, to provide for the necessary access and other needed infrastructure improvements supporting the proposed development. Right-of-way can be provided by easement if approved by DRC. **APPLICANT** Request a waiver as roadways will remain private & ROW width will be

40 feet wide with a 10 feet drainage and utility easement for a total width of 60 feet.

Motion by Tony Cunningham to approve with pedestrian access in the easement, seconded by John Pearson
Motion carried 5-0

6.8. Heatherwood - Preliminary Plat 000680 - Waiver to Preliminary Plat in Review
Parcel #: 36640-004-00 # WaiverPIR-000845-2026
Tillman & Associates Engineering, LLC

LDC 2.12.8 - Current boundary and topographic survey
CODE states Current boundary and topographic survey (one foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.
APPLICANT Request a waiver to allow for the use of the current boundary and topographic survey which is more than 12 months old will be submitted to DRC for consideration.

Motion by Steven Cohoon to approve, seconded by Tony Cunningham
Motion carried 5-0

LDC 6.12.9 (H) - Subdivision roads and related infrastructure
CODE states (H) Dead end roads shall not exceed 1,500 feet and shall have a cul-de-sac at the terminal end. Refer to details in Section 7.3.1. Dead end roads intended to provide future access to adjacent unplatted areas may be permitted without a cul-de-sac provided that no lots front thereon, the length does not exceed 1,500 feet, and appropriate temporary end-of-road markers are provided.
APPLICANT Request a waiver to allow for the use of a hammerhead style intersection on dead end road. The proposed dead-end segments will be less than 150' in length.

Motion by John Pearson to approve, seconded by Tony Cunningham
Motion carried 5-0

6.9. Heatherwood - Improvement Plan 000674 - Waiver to Improvement Plan in Review
Parcel #: 36640-004-00 # WaiverPIR-000846-2026
Tillman & Associates Engineering, LLC

LDC 2.12.8 - Current boundary and topographic survey
CODE states Current boundary and topographic survey (one foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.
APPLICANT Request a waiver to allow for the use of the current boundary and

topographic survey which is more than 12 months old will be submitted to DRC for consideration.

Motion by Steven Cohoon to approve, seconded by John Pearson
Motion carried 5-0

LDC 6.12.9- Subdivision roads and related infrastructure
CODE states A. In residential subdivisions, the road system shall be designed to serve the needs of the neighborhood and to discourage use by truck traffic and through traffic and still provide access to adjacent neighborhoods for emergency services. The use of neighborhood traffic calming devices such as traffic circles, cul-de-sac, etc. are encouraged in residential areas. B. Major local roads shall be identified on plans. C. All roads and related infrastructure within the proposed subdivision shall be designed, constructed, and paved to County specifications provided herein. D. The developer shall be required to design, construct, and pave to County specifications, one road from the subdivision to the nearest paved, public roadway with legal access, if such a road does not already exist. E. Roads and stormwater facilities within a subdivision shall be dedicated as either public or private. F. Public dedications shall be pre-approved by the Development Review Committee. If a MSBU is established as the maintenance and operation entity, roads and stormwater facilities can be platted as public. G. Cul-de-sac diameters to the right-of-way line shall not be less than 120 feet with a pavement radius of 40 feet for residential subdivisions and shall not be less than 120 feet to the right-of-way line with a pavement radius of 45 feet for commercial or industrial subdivisions. Refer to details in Section 7.3.1. A grassed island no greater than 50 feet in diameter may be constructed in the center of a cul-de-sac. H. Dead end roads shall not exceed 1,500 feet and shall have a cul-de-sac at the terminal end. Refer to details in Section 7.3.1. Dead end roads intended to provide future access to adjacent unplatted areas may be permitted without a cul-de-sac provided that no lots front thereon, the length does not exceed 1,500 feet, and appropriate temporary end-of-road markers are provided. I. The total perimeter of a block shall not exceed 4,500 feet. Larger block perimeters will be permitted for blocks surrounding or adjacent to natural or artificial features such as lakes, rivers, and golf courses where limiting block lengths are not feasible and impractical. J. Corner radii at the intersection of the two rights-of-way shall be not less than 25 feet. Minimum pavement radii shall be 40 feet for residential subdivisions and 50 feet for commercial or industrial subdivisions. K. Centerline radii shall be designed to accommodate the minimum design speed of 30 mph for subdivision local and minor local roads, 40 mph for major local and collector roads, and 45 mph for arterial roads in accordance with FDOT and AASHTO Standards. L. Evacuation routes for developments shall be indicated on the improvement plans. **APPLICANT** Request a waiver to allow for the proposed design and posted speed will be submitted for consideration. Curve warning signage per FDOT Greenbook criteria is proposed as shown on Sheet 8.0.

Motion by Steven Cohoon to approve, seconded by Ken McCann
Motion carried 5-0

LDC 6.12.9 (H) - Subdivision roads and related infrastructure
CODE states (H) Dead end roads shall not exceed 1,500 feet and shall have a

cul-de-sac at the terminal end. Refer to details in Section 7.3.1. Dead end roads intended to provide future access to adjacent unplatted areas may be permitted without a cul-de-sac provided that no lots front thereon, the length does not exceed 1,500 feet, and appropriate temporary end-of-road markers are provided. **APPLICANT** Requests a waiver to allow for the use of a hammerhead style intersection on dead end roads will be submitted to DRC for consideration. The proposed dead-end segments will be less than 150' in length.

Motion by Ken McCann to approve, seconded by Tony Cunningham
Motion carried 5-0

LDC 6.13.7(B)(2) - Geotechnical criteria
CODE states B. Minimum requirements. (2) Number of tests. At least two tests shall be performed within the boundary of each proposed retention/detention area. For each half acre of pond bottom area and for each lineal retention/detention area of 250 feet, an additional test shall be conducted. The County Engineer or his designee, may require additional tests if the initial tests indicate the need for them. **APPLICANT** Requests a waiver to reduce the required number of borings from nine to seven for DRA-1. The provided soil borings stratification represents consistently the subsurface soils and groundwater conditions across the area and provide sufficient information for design.

Motion by Steven Cohoon to approve contingent on staff support of uniformity in Geotechnical report, seconded by Tony Cunningham
Motion carried 5-0

6.10. West Mini Farms - Improvement Plan 33241 - Waiver to Improvement Plan in Review
Parcel #: 34979-000-00 # WaiverPIR-000858-2026
Tillman & Associates Engineering, LLC

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 Request a waiver to not provide sidewalk alongside of road. This is an agricultural subdivision in a rural area. There are no existing sidewalks in the subdivision or nearby vicinity.

Motion by Steven Cohoon to approve not constructing and not paying fee-in-lieu of, seconded by John Pearson
Motion carried 5-0

LDC 6.13.7 Geotechnical criteria
CODE states A. Methodology. The pattern and type of test borings shall be determined by the project engineer, geotechnical engineer, or geologist based on the project size, type, and complexity.(1)Infiltration/permeability rate tests shall follow methods acceptable to the governing State agency and shall be performed at the depth and location which will provide representative test results for use in the design of the retention/detention area. Soil identifications shall refer to the AASHTO Soil Classification System conforming to AASHTO Designation M 145-91. (2) Where visual reconnaissance, available published data, and/or initial borings suggest high karst sensitivity or lithologic variability, additional borings may be required if deemed necessary by the County Engineer or his designee. B. Minimum requirements. (1) Depth. Soil test borings shall be performed to a minimum depth of 10 feet below the proposed finished grade of the bottom of all retention/detention areas or the permanent pool elevation and once the data has been obtained the hole shall be backfilled and compacted. (2) Number of tests. At least two tests shall be performed within the boundary of each proposed retention/detention area. For each half acre of pond bottom area and for each lineal retention/detention area of 250 feet, an additional test shall be conducted. The County Engineer or his designee, may require additional tests if the initial tests indicate the need for them. (3) Infiltration/permeability tests. For retention/detention areas utilizing percolation or infiltration in the design model, there shall be a minimum of two infiltration rate tests for each retention/detention area. Data used for soil permeability testing or infiltration analyses for the retention/detention areas shall be signed and sealed by a professional engineer or professional geologist for both data and procedural accuracy. (4) Aquifer parameters. The estimated seasonal high ground water elevation and confining layer shall be clearly identified. C. Design considerations. (1) The estimated seasonal high water elevation and the confining layer shall be set no lower than the bottom of the boring for the purposes of stormwater system modeling. (2) The pond bottom elevation of a stormwater facility shall be designed a minimum of 1 foot above the estimated seasonal high water elevation. When the pond bottom is within 1 foot of the estimated seasonal high water elevation, a 50 percent reduction factor shall be used for percolation or ground water mounding analysis shall be included.
APPLICANT A waiver is requested for the number of borings in the drainage retention areas. We have provided 1 boring per acre rather than 1 boring for every 0.5 acre. The underlying soils are generally consistent, and the provided number of borings is sufficient to determine stormwater modeling parameters. SWFWMD has reviewed and approved a permit for the project.

Motion by Steven Cohoon to approve, seconded by Tony Cunningham
Motion carried 5-0

6.11. West Mini Farms - Preliminary Plat 33240 -Waiver to Preliminary Plat in Review
Parcel #: 34979-000-00 # WaiverPIR-000857-2026
Tillman & Associates Engineering, LLC

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 Request a waiver to not provide sidewalk alongside of road. This is an agricultural subdivision in a rural area. There are no existing sidewalks in the subdivision or nearby vicinity.

Motion by Steven Cohoon to approve, seconded by Tony Cunningham
Motion carried 5-0

6.12. Atlas Tranquility Park - Improvement Plan 000635 - Waiver to Improvement Plan in Review
Parcel #: 39279-026-00 # WaiverPIR-000859-2026
Tillman & Associates Engineering, LLC

LDC 6.12.9 (H) - Subdivision roads and related infrastructure
CODE states (H) Dead end roads shall not exceed 1,500 feet and shall have a cul-de-sac at the terminal end. Refer to details in Section 7.3.1. Dead end roads intended to provide future access to adjacent unplatted areas may be permitted without a cul-de-sac provided that no lots front thereon, the length does not exceed 1,500 feet, and appropriate temporary end-of-road markers are provided.
APPLICANT Request a waiver for dead end road without cul-de-sac. A hammerhead with dead end segments less than 150' in length have been provided as an alternative turn around.

Motion by John Pearson to approve, seconded by Steven Cohoon
Motion carried 5-0

LDC 6.12.9 - Subdivision roads and related infrastructure

CODE states A. In residential subdivisions, the road system shall be designed to serve the needs of the neighborhood and to discourage use by truck traffic and through traffic and still provide access to adjacent neighborhoods for emergency services. The use of neighborhood traffic calming devices such as traffic circles, cul-de-sac, etc. are encouraged in residential areas. B. Major local roads shall be identified on plans. C. All roads and related infrastructure within the proposed subdivision shall be designed, constructed, and paved to County specifications provided herein. D. The developer shall be required to design, construct, and pave to County specifications, one road from the subdivision to the nearest paved, public roadway with legal access, if such a road does not already exist. E. Roads and stormwater facilities within a subdivision shall be dedicated as either public or private. F. Public dedications shall be pre-approved by the Development Review Committee. If a MSBU is established as the maintenance and operation entity, roads and stormwater facilities can be platted as public. G. Cul-de-sac diameters to the right-of-way line shall not be less than 120 feet with a pavement radius of 40 feet for residential subdivisions and shall not be less than 120 feet to the right-of-way line with a pavement radius of 45 feet for commercial or industrial subdivisions. Refer to details in Section 7.3.1. A grassed island no greater than 50 feet in diameter may be constructed in the center of a cul-de-sac. H. Dead end roads shall not exceed 1,500 feet and shall have a cul-de-sac at the terminal end. Refer to details in Section 7.3.1. Dead end roads intended to provide future access to adjacent unplatted areas may be permitted without a cul-de-sac provided that no lots front thereon, the length does not exceed 1,500 feet, and appropriate temporary end-of-road markers are provided. I. The total perimeter of a block shall not exceed 4,500 feet. Larger block perimeters will be permitted for blocks surrounding or adjacent to natural or artificial features such as lakes, rivers, and golf courses where limiting block lengths are not feasible and impractical. J. Corner radii at the intersection of the two rights-of-way shall be not less than 25 feet. Minimum pavement radii shall be 40 feet for residential subdivisions and 50 feet for commercial or industrial subdivisions. K. Centerline radii shall be designed to accommodate the minimum design speed of 30 mph for subdivision local and minor local roads, 40 mph for major local and collector roads, and 45 mph for arterial roads in accordance with FDOT and AASHTO Standards. L. Evacuation routes for developments shall be indicated on the improvement plans. **APPLICANT** Request a waiver for the roadway centerlines not meeting centerline radii for 30 mph design speed. Proposed curves warranting lower design speeds will have proper signage.

Motion by Steven Cohoon to approve, seconded by Tony Cunningham
Motion carried 5-0

LDC 6.13.7 - Geotechnical criteria
CODE states A. Methodology. The pattern and type of test borings shall be determined by the project engineer, geotechnical engineer, or geologist based on the project size, type, and complexity. (1) Infiltration/permeability rate tests shall follow methods acceptable to the governing State agency and shall be performed at the depth and location which will provide representative test results for use in the design of the retention/detention area. Soil identifications shall refer to the AASHTO Soil Classification System conforming to AASHTO Designation M 145-91. (2) Where visual reconnaissance, available published data, and/or initial borings suggest high

karst sensitivity or lithologic variability, additional borings may be required if deemed necessary by the County Engineer or his designee. B. Minimum requirements. (1) Depth. Soil test borings shall be performed to a minimum depth of 10 feet below the proposed finished grade of the bottom of all retention/detention areas or the permanent pool elevation and once the data has been obtained the hole shall be backfilled and compacted. (2) Number of tests. At least two tests shall be performed within the boundary of each proposed retention/detention area. For each half acre of pond bottom area and for each lineal retention/detention area of 250 feet, an additional test shall be conducted. The County Engineer or his designee, may require additional tests if the initial tests indicate the need for them. (3) Infiltration/permeability tests. For retention/detention areas utilizing percolation or infiltration in the design model, there shall be a minimum of two infiltration rate tests for each retention/detention area. Data used for soil permeability testing or infiltration analyses for the retention/detention areas shall be signed and sealed by a professional engineer or professional geologist for both data and procedural accuracy. (4) Aquifer parameters. The estimated seasonal high ground water elevation and confining layer shall be clearly identified. C. Design considerations. (1) The estimated seasonal high water elevation and the confining layer shall be set no lower than the bottom of the boring for the purposes of stormwater system modeling. (2) The pond bottom elevation of a stormwater facility shall be designed a minimum of 1 foot above the estimated seasonal high water elevation. When the pond bottom is within 1 foot of the estimated seasonal high water elevation, a 50 percent reduction factor shall be used for percolation or ground water mounding analysis shall be included.

APPLICANT Waiver requested to providing an additional soil boring in DRA 5. The provided soil borings are all consistent.

Motion by Steven Cohoon to approve, seconded by Tony Cunningham
Motion carried 5-0

6.13. Atlas Tranquility Park - Preliminary Plat 000634 - Waiver to Preliminary Plat in Review
Parcel #: 39279-026-00 # WaiverPIR-000860-2026
Tillman & Associates Engineering, LLC

LDC 6.12.9 (H) - Subdivision roads and related infrastructure
CODE states (H) Dead end roads shall not exceed 1,500 feet and shall have a cul-de-sac at the terminal end. Refer to details in Section 7.3.1. Dead end roads intended to provide future access to adjacent unplatted areas may be permitted without a cul-de-sac provided that no lots front thereon, the length does not exceed 1,500 feet, and appropriate temporary end-of-road markers are provided.
APPLICANT Request a waiver to use of a hammerhead style intersection on dead end roads. The proposed dead-end segments will be less than 150' in length.

Motion by John Pearson to approve, seconded by Ken McCann
Motion carried 5-0

LDC 6.12.2 - Right-of-way
CODE states A. Right-of-way shall be platted or dedicated, meeting the minimum

right-of-way width established in Table 6.12-1, to provide for the necessary access and other needed infrastructure improvements supporting the proposed development. Right-of-way can be provided by easement if approved by DRC. B. Along adjacent arterial and collector roadways to the proposed development, as established in the adopted Comprehensive Plan Functional Classifications Map, the existing pavement centerline of the adjacent road shall be the reference line used to determine the needed right-of-way on each side of said centerline. C. When right-of-way is provided and is not directly related to mitigating impacts caused by the proposed development, the developer may be compensated in a manner acceptable to both the developer and the County consistent with one or more of the following, subject to approval by the Board upon review and recommendation by the DRC: (1) The Board may enter into an impact fee credit agreement with the developer based upon the fair market value of the provided right-of-way, (2) The Board may enter into an agreement with the developer establishing that the project property remains eligible for the development of the equivalent densities or intensities calculated based upon the pre right-of-way dedication acreage, (3) The Board may enter into an agreement with the developer reducing the property's typically required right-of-way setback and/or buffer in relation to the provided right-of-way, (4) The Board may enter into an agreement with the developer allowing the provided right-of-way be accepted in lieu of off-site improvements caused by the development.

APPLICANT Requests a waiver to allow a 30' Right-of-Way with 15' easement on each side (60' total).

Motion by Steven Cohoon to approve for DUE (Drainage Utility Easement) for the typical section being updated to DUAE (Drainage Utility Access Easement) and the separation of the pedestrian facilities being separated in the long sections need to be as far away from the road as possible and meet Green Book requirements, seconded by John Pearson

Motion carried 5-0

6.14. Redeemer Christian School - Waiver to Major Site Plan
Parcel # 36762-001-00 #WaiverSTA-000749-2026
Rogers Engineering & Land Surveying LLC

LDC 2.21.1.A Applicability

CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1) Collectively, all existing and proposed impervious ground coverage equals or exceeds the lesser of 35 percent of the gross site area or 9,000 square feet; (2) The combined driveway trip generation meets or exceeds 50 peak hour vehicle trips; or (3) A 24-inch diameter pipe, its equivalent, or larger is utilized to discharge stormwater runoff from the project area.

APPLICANT requests waiver from Major Site Plan subject to providing a Stormwater Compliance Plan for 5,248 square foot modular building. This will not increase the number of students, as students currently meeting in the gymnasium will occupy it. No trees will be removed, and no additional staff will be required.

Motion by Chuck Varadin to approve contingent on not increasing student body count, setbacks, and staff's three standard conditions 1) The applicant must provide stormwater control of the additional runoff from the impervious coverage at the 100-year, 24-hour storm from the total impervious overage on the property. 2) A permit hold will be in effect until a sketch of the proposed stormwater controls is provided to Stormwater and approved. 3) A Certification Hold will be in effect until: a) Stormwater staff conducts a final inspection. Please note that stormwater controls and all disturbed areas must have vegetative cover established at time of final inspection. b) The applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls seconded by John Pearson
Motion carried 5-0

7. CONCEPTUAL REVIEW ITEMS:

8. DISCUSSION ITEMS:

9. OTHER ITEMS:

Motion by John Pearson to adjourn, seconded by Chuck Varadin
Motion carried 5-0

10. ADJOURN: 10:27 AM

Ken McCann, Vice-Chairman

Attest:

Kelly Hathaway
Development Review Coordinator

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23382 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.4.3.

SUBJECT:
Land Development Regulation Commission (LDRC) - June 3, 2026

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Land Development Regulation Commission (LDRC) - June 3, 2026.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

The Marion County Land Development Regulation Commission met on June 3, 2026, at 5:30 p.m. in the Growth Services Main Training Room, 2710 E Silver Springs Blvd, Ocala, Florida.

CALL TO ORDER

Chairman David Tillman called the meeting to order at 5:36 p.m.

ROLL CALL & PLEDGE OF ALLEGIANCE

Kimberly Lamb called roll, and the quorum was confirmed.
Board members present were Chairman David Tillman, Vice Chairman Gene Losito, Richard Busche, Erica Larson, Robert Stepp, and Nate Chambers.

Staff members present were Chief Assistant County Attorney Dana Olesky, Assistant County Administrator Tracy Straub, Growth Services Deputy Director Ken Weyrauch, Parks & Recreation Director Jim Couillard, Project Coordinator Susan Heyen, and Administrative Staff Assistant Kimberly Lamb.

Chairman David Tillman led the Pledge of Allegiance.

There were members of the public present.

ACKNOWLEDGEMENT OF PROOF OF PUBLICATION

Kimberly Lamb read the Proof of Publication and advised that the meeting was properly advertised.

1. ADOPT THE FOLLOWING MINUTES

LDRC Board Member Robert Stepp made a motion to adopt the minutes from the May 20, 2026, meeting. The motion was seconded by Board Member Nate Chambers. The motion passed unanimously (6-0).

2. SCHEDULED ITEMS

2.1 Workshop: Discussion for Proposed Marion County Land Development Code (LDC) Amendments Presented by Staff. The LDRC will Review and Provide Recommendations Regarding Section 6.7 Tree Protection and Replacement

Jim Couillard, Parks & Recreation Director, opened the discussion regarding this item.

LDRC Board Members voiced their recommendations and comments regarding the current language.

The following member of the public spoke during Public Comment:

1. Harvey Vandeven – 1240 SE 12th Court, Ocala
   - Expressed concern about reverting to the 2024 formula and whether people will understand that this will be the basis moving forward.

The Board agreed that more discussion on the language was needed and will bring the item back to the Public Hearing.

3. NEW BUSINESS

3.1 Next LDRC Public Hearing is scheduled for June 17, 2026

ADJOURNMENT

The workshop adjourned at 7:04 p.m.

David Tillman, Chairman

Attest:

Kimberly Lamb, Administrative Staff Assistant

Marion County

Board of County Commissioners

Agenda Item

File No.: 2026-23383 **Agenda Date:** 7/7/2026 **Agenda No.:** 14.4.4.

SUBJECT:
Pine Run Estates Advisory Board - January 15, February 19, March 19 and April 16, 2026

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Pine Run Estates Advisory Board - January 15, February 19, March 19 and April 16, 2026.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

PINE RUN ESTATES MSTU ADVISORY BOARD MEETING

JANUARY 15 , 2026

Call to Order: 10:00 AM

Present Board Members: Brenda Guastini, Steve Cochran, Tom Crawford, Theresa Garofalo

Absent Board Members: Andrew Imperato

Pine Run residents attending: 7

Welcome new board member Theresa Garafalo

Reading of last meeting minutes (October 2025) and accepted

County website currently being updated

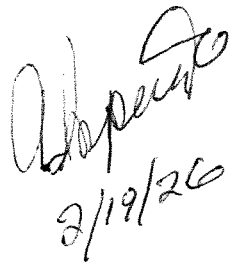
County rejects the requested annual increase (from 90 to 120) due to recent tax increases.

Front island permits approved. Utilities to be scheduled or started by February 19 meeting.

Additional speed limit signs were suggested.

Cleaning up of debris in the well area is the responsibility of Marion Co Utilities.

Meeting adjourned 11:00 AM.



PINE RUN ESTATES MSTU ADVISORY BOARD MEETING

February 19, 2026

Call to order : 10:00 am

Roll call/Board members present: Theresa Garafalo , Tom Crawford , Andrew Imperato , Steve Cochran.

Brenda Guastini has resigned.

County Attendees: Angel Stowe , Joe Marcum

There is an opening for one member.

Pine Run residents attending : 5

January meeting minutes approved.

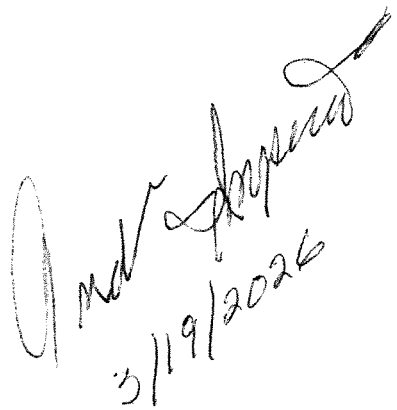
Front island teardown to resume.

Water meter install(for front island irrigation) within 6 weeks

Additional speed limit signs to be installed.

Perimeter fence has damage , Angel will inspect and contact Top of the World (if applicable) regarding repairs.

Meeting adjourned: 10:32 am



PINE RUN ESTATES MSTU ADVISORY BOARD MEETING

March 19,2026

Call to order: 10:00 AM

ROLL Call: Board members present: Andrew Imperato, Steve Cochran, Tom Crawford , Theresa Garofolo.

One board member opening

County Attendees : Angel Stowe , Joe Marcum

Pine Run residents attending: 6

Minutes from February 19 ,2026 meeting approved

Utilities have been paid for installation of water meter for front island. Will schedule install within six weeks.

Three additional speed limit signs have been installed.

Stop signs and one-way signs have been repaired.

Will get estimate to remove dead tree at101 st and 100 ave

Will get estimate for damaged fence line along 100th St.

Drain pipe collapse at SW 88th Ter and 101st Lane to be repaired.

Dead branch on 88th Ter has been removed

Plants to be installed in the front island

Code enforcement will not respond to anonymous call. A resident will have to report an issue.

Meeting adjourned 10:12 AM

4/16, 2026

PINE RUN ESTATES MSTU ADVISORY BOARD MEETING

April 16, 2026

Meeting called to order: 10:00 AM

Roll Call : Members present: Andrew Imperato, Tom Crawford, Theresa Garofolo , Steve Cochran

There is one open position.

County Attendee: Angel Stowe

Pine Run Residents attending: 5

Approve March 19, 2026 meeting minutes

Status on front entrance: Meter is installed, back flow permit has been ordered.

Front island teardown to begin prior to next meeting.

Grass cutting around one retention pond may have been missed. Angel will inspect.

Perimeter fence along 100 (Top of World side) to be repaired. Estimated cost is $2,300.00

Dead tree after front entrance to be inspected.

April 21, 2026 county commission to elect board member to fill vacant spot.

10:12 meeting adjourned.

Andrew Imperato
5/21/2026